



CIS HOME LOANS

Thank you for your interest in becoming a broker with CIS Financial Services, Inc. dba CIS Home Loans, (CIS). CIS is a FHA, USDA, Fannie Mae, Freddie Mac, and Ginnie Mae approved full-service mortgage bank. This designation includes delegated approval authority which allows CIS the luxury of minimal overlays to credit underwriting approval at the agency level. CIS is one of the few direct lenders to provide in-house originating, underwriting, funding, and servicing for its customers. CIS is dedicated to offering exceptional customer service coupled with integrity, reliability, strength, and stability.

Why Choose CIS? In addition to site built residential homes, CIS has the very same program offerings for manufactured and modular homes; we have specialized in this product for 20+ years. Our interest rates are some of the best in the industry and our small company feel will never make our broker partners feel like just another number. You are family to us, and we strive to earn your business daily. In return for the culture, we provide and to allow us to continue to offer incredibly competitive rates and low margins, we ask all our broker partners to average an 80% closing ratio of all files submitted to CIS.

Becoming an approved broker with CIS is a simple process. Sign and return the attached

Application Form along with the supporting documents requested in the checklist.

We want you to have a successful relationship with us. We ask you to read all attachments carefully and understand all its contents. Your CIS Account Executive will discuss all available Compensation Schedules. Should you have a question, please feel free to speak to your CIS Account Executive (AE).

Please send all correspondence to:

CIS Financial Services, Inc. dba CIS Home Loans
Post Office Box 1906
Hamilton, AL 35570
(800) 844-4845 (Toll Free Phone)
(205) 430-8250 (Phone)
(205) 430-8240 (Fax)
compliance@cishomeloans.com

APPLICATION CHECKLIST

Please use this checklist to make sure you have included all of the necessary documents.

Note: An incomplete application will delay your approval.

Once you have completed this application, please scan the application & email it with all the supporting documents to compliance@cishomeloans.com and mail the originals to the address mentioned on the welcome page.

CIS Financial Services, Inc. dba CIS Home Loans Broker Application Form	
Authorization to Release Information	
No Sanction Declaration	
List of State Licenses	
List of Branch Offices	
Mutual Non-Disclosure Agreement	
Broker Rate Lock Policy	
Supporting Documents	
Copy of Valid Corporate Licenses, Real Estate Broker Licenses, and/or any other licenses applicable, if applicable	
E&O / Bond / CGL Insurance Policy with minimum \$250,000 aggregate coverage (If available)	
Most recent interim financial statement on the business	
Current fiscal year-end financial statements on the business	
Must provide primary banking information: (For Asset Verification) Bank Name: _____ Phone: _____ Contact Person: _____ Fax: _____	
Current Resumes for all Owners, Principals, and Senior Management	
Current List of loan originators including NMLS ID#	
Proof of Organization Articles of Inc. (if a corp) with Executed Corporate Resolution (affix seal, if applicable) Operating Agreement and Articles of Organization (if a Limited Liability Co.) Partnership Agreement (if a partnership)	
QC Procedures & Guidelines	
Policies: Red Flags, Privacy, Anti Predatory Lending, TILA Reg Z & AML (as applicable)	
Acknowledgment of CIS Loan Fraud Zero Tolerance and CIS Fair Lending Policy	
VA Sponsorship Form, VA Agent Corporate Resolution, and \$100.00 check	

**Net worth requirement is subject to change based on application review.

**CIS FINANCIAL SERVICES, INC. dba CIS Home Loans
BROKER APPLICATION FORM**

Contact Information				
CIS Account Executive (AE): (If you have been contacted by an AE, please name them here, or we shall assign one to you)				
Company Name:				
Contact Person:		E-Mail:		
Cell:	Phone:	Fax:		
Business Information				
Company Legal Name:			NMLS ID#	
DBAs:				
Business Type:	Corporation	LLC	Partnership	Sole Proprietorship
Contact Info: Tel: ()		Fax: ()		
Street Address:				
City:		State:	Zip Code:	
Business Incorporation Date:			HMDA ULI:	
Federal Tax ID:		Fiscal Year-End:		
Registered Agent Name, Street Address & Tel:				
List affiliate companies (attach additional pages as necessary):				
List name and type of company below and attach business disclosure agreement.				
1.				
2.				
3.				
4.				
5.				

Principle / Owner / Officer Information				
If Corporation, identify Principals and/or Officers If Sole Proprietorship/Partnership, identify Owners				
Name	Title	SSN		Ownership %
	TPO Manager			
Licensing & Authority Information, as applicable				
Agency	Date Approved	ID Number		
FHA				
FNMA				
FHLMC				
GNMA				
MERS ID				
HMDA LEI Number				
Production Volumes				
	Prior Year:		Year to Date:	
	No. of Loans	Value	No. of Loans	Value
FHA				
Conventional				
USDA				
Other				
Lender References				
Company Name	Contact Person	Phone #	E-Mail	
1.				
2.				
3.				

Disclosure Questions: These questions are standard and a part of our risk assessment program to help us identify the level of risk CIS would incur by doing business with the broker/bank.

*If you answer 'Yes' to any of the following questions, please attach a detailed, signed explanation:

1. Has your firm, management, and/or senior officers been a party in a lawsuit about the origination, sale, and/or servicing of loans in the last 5 years?	[] Y [] N
2. Are you or any members of management and/or senior officers of this firm presently involved in any pending litigation, either civil or criminal?	[] Y [] N
3. Have you or any members of management and/or senior officers of this firm had any judgments entered against you/them in the past 12 months?	[] Y [] N
4. Have you or any members of management and/or senior officers of this firm ever been convicted of a crime or named in a criminal proceeding excluding traffic violation?	[] Y [] N
5. Has your firm, management, and/or senior officers, or loan officers ever been terminated or placed on an exclusionary list by an investor, HUD, private mortgage insurance company, or by a regulator?	[] Y [] N
6. Has your firm, management, and/or senior officers had any formal complaints filed against it by any state or federal agency in the past 3 years?	[] Y [] N
7. Has your firm, management, and/or senior officers ever been prohibited from engaging in regulated activities or had licenses denied, suspended?	[] Y [] N
8. Has your firm received any investor repurchase or indemnification requested in the last 12 months?	[] Y [] N
9. Has your firm, management, and/or senior officers had any pending unsatisfied judgments against you/them?	[] Y [] N
10. Has your firm, management, and/or senior officers been a party to a bankruptcy within the past seven (7) years?	[] Y [] N
11. Has your firm, management, and/or senior officers had property foreclosed upon/given title or deed in lieu thereof in the past seven (7)	[] Y [] N

The undersigned applicant hereby certifies that the above information is true and correct to the best of the applicant's knowledge. The undersigned authorizes CIS, as necessary, to verify all information provided by the applicant. The undersigned specifically authorizes CIS to obtain a credit report with respect to the undersigned. I (We) hereby understand that I (we) am (are) fully responsible for the activity for all my (our) Employees, that ethical and proper originating/selling practices will be followed, and that immediate attention will be given to all complaints. I (We) hereby certify that the above statements are true, and I (we) understand this application shall remain the property of the financial institution to which it is submitted and, if requested, a copy may be furnished to FNMA, or any other institution insuring, or approving my (our) loan packages submitted to you to provide financing for customers.

Signature of Authorized Officer, Title

Name (please print)

Date

AUTHORIZATIONS/RELEASE FOR BUSINESSES & INDIVIDUALS

By executing this document, _____ (Broker.), licensed/incorporated in the state of _____ (State), (the "applicant") acknowledges that it is in the best interest of both Applicant and CIS Financial Services, Inc., an Alabama corporation ("Mortgage Lender") for Mortgage Lender to perform due diligence concerning applicants background and experience. Applicant further acknowledges that applicant benefits from the efficiencies in the due diligence process that are possible when mortgage lender and other similarly situated entities in the mortgage industry exchange information about their experiences in doing business with individuals and companies such as Applicant. Therefore, Applicant hereby consents and gives Mortgage Lender permission to submit the name of Applicant's company and any and all employees of that company for screening through any and all mortgage industry background databases, including, without limitation, databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange ("MIDEX"). Applicant understands that Mortgage Lender performs quality control reviews of the loans that Applicant submits to Mortgage Lender for registration, review, underwriting, and/or purchase. Applicant understands and hereby consents to the release of information about any loan application that is believed to contain misrepresentations and/or irregularities. Applicant agrees and gives its consent that it and its employees may be named as the originating entity or Loan Officers on such loans, whether or not applicant or its employees are implicated in the misrepresentations and/or irregularities. Applicant hereby releases and agrees to hold harmless Mortgage Lender, Mortgage Asset Research Institute, Inc., all MIDEX subscribers, and any trade associations that endorse the MIDEX system from any and all liability for damages, losses, costs, and expenses that may arise from the reporting or use of any information submitted by Mortgage Lender or any other MIDEX subscriber to Mortgage Asset Research Institute, Inc., recorded in the MIDEX system and used in any way by Mortgage Lender or any other MIDEX subscriber.

DISCLOSURE OF INVESTIGATIVE CONSUMER REPORT

Your application for Approval necessitates that all relevant inquiries, called "investigative consumer reports", may be made on your company and its principals. This is the same kind of investigation that credit grantors, insurance companies and employers have been making for years, but Federal Legislation, The Fair Credit Reporting Act, now requires that the subjects be informed, in advance, that such reports may be made. In addition to credit data concerning you, information as to your character, general reputation, professional characteristics, and financial responsibility may be gathered through interviews with credit agencies, employers and business associates. Any information we receive will be held in strict confidence. Your cooperation with our standard policy is appreciated.

Signature of Authorized Officer, Title

Name (please print)

Date

NO SANCTIONS DECLARATION

This is to certify that there are no sanctions, federal or state, pending against _____
_____ (Broker).

Signature of Authorized Officer, Title

Name (please print)

Date



CIS HOME LOANS

CIS Financial Services, Inc. dba CIS Home Loans BROKER LOAN PROGRAM AGREEMENT

THIS AGREEMENT is dated _____ and is between CIS Financial Services, Inc. dba CIS Home Loans (“Lender”) and (Company Name) _____ a(n) (insert Individual, Corporation or Partnership)

_____ (“Broker”) with its principal place of business located at: _____

WHEREAS Broker is in the business of originating loans (“Loans”) for the purchase or refinance of closed end and open end residential real estate (“Mortgaged Property”); and WHEREAS, Broker may find it in the best interests of Broker’s clients (an “Applicant”) to arrange for the Lender to close and fund the Loan.

NOW, THEREFORE, in consideration of the mutual agreements of the Lender and the Broker, the parties agree as follows:

1. LOAN APPLICATIONS

The Broker may deliver to the Lender an application for a Loan from an Applicant (an “Application”), with the request that the Lender accept the Application and close the Loan in the Lender’s name. The Application shall be on a Uniform Residential Loan Application (Fannie Mae Form 1003) and shall be accompanied by an Underwriting Transmittal Summary (Fannie Mae Form 1008). The Broker will deliver to the Lender such records and information as the Lender may request in evaluating the Application. It is the responsibility of the Broker to assure that all necessary consents have been received from the Applicant to transmit credit information and the Application to the Lender. The Lender may choose to accept or decline the Application in the Lender’s sole discretion, or the Lender may offer other loan products to the Applicant. If the Lender declines to accept the Application, the Lender will give the Applicant such notices as may be required by law that the Application has been denied. If the Lender decides to accept the Application, any obligation of the Lender to close the Loan will be subject to the Lender’s normal standards of creditworthiness and collateral evaluation.

2. OBLIGATIONS OF BROKER

If the Lender accepts an Application, the Broker will perform the following services with respect to such Application, satisfactory to the Lender:

- a. Product Counseling. Educate Applicant regarding the features of various Lender Loan products, including how closing costs and payments would differ under each product.
- b. Disclosures. Lender is to provide to the Applicant all disclosures required by applicable laws and regulations including, without limitation, CFPB’s Your Home Loan Toolkit, Loan Estimate, Closing Disclosure, ect., to the extent that such disclosures are required for the particular Loan prior to the closing date. Prior to, the Lender providing the disclosures to the Applicant, the Lender will provide the Broker with a copy of the disclosures to review its accuracy in accordance with the terms agreed upon with the Applicant.
- c. Loan Calculations. Calculate Applicant’s loan-to-value and debt-to-income ratios, taking into account any existing mortgages on the Mortgaged Property and the proposed Loan and provide applicable documentation and complete DTI worksheet. Assist the Applicant in understanding and clearing credit concerns that may negatively impact approval of the Application.
- d. Contact with Applicant. Maintain regular contact with Applicant between the time of Application, including decisions of their application through the closing of the Loan in order to gather additional information required by the Lender, and to update the Applicant on the status of the Loan.
- e. Insurance. Provide evidence that the Mortgaged Property is fully insured to the satisfaction of the Lender, and that as of the closing date the Lender will be named as mortgage loss payee on such policy of insurance.



3. REPRESENTATIONS AND WARRANTIES OF THE BROKER

In order to induce the Lender to accept an Application and to make a Loan to an Applicant, the Broker makes the following representations, warranties and covenants to the Lender, each of which shall be deemed to be renewed each time that the Broker submits an Application to the Lender and each time the Loan closes. Broker shall notify the Lender promptly in writing upon Broker discovering any breach of the following representations and warranties.

- a. **Broker's Business**
Broker is engaged in the business of originating Loans secured by mortgages, deeds of trust, or other security instruments on residential Mortgaged Property. Broker is experienced and knowledgeable regarding the industry standards and practices in connection with the origination of Loans and will conduct its business in conformity with standards at least as high as that generally prevailing in the mortgage industry, but in any event no less than that which is reasonable, lawful and prudent. All actions by Broker will be conducted in accordance and in compliance with all applicable federal, state and local statutes, laws, rules and regulations (including, without limitation, the Equal Credit Opportunity Act, the Federal Truth in Lending Act, the Fair Credit Reporting Act, the Real Estate Settlement Procedures Act, the Fair Housing Act, and the Home Mortgage Disclosure Act).
- b. **Licenses**
The Broker holds all applicable federal, state and other licenses, authorizations and approvals as are reasonably necessary to perform its obligations under this Agreement in compliance with applicable law and is not in violation of any requirement of any such license, authorization or approval.
- c. **Due Organization**
Broker is duly organized, validly existing and in good standing under the laws governing its creation and existence, is qualified to conduct its business in each jurisdiction in which Broker originates Loans and in each jurisdiction in which any Mortgaged Property is located, if the laws of such jurisdictions require qualification in order to conduct business of the type conducted by Broker, and has all licenses, authorizations, and approvals required to originate Loans.
- d. **Required Consents and Approvals**
Broker's execution, delivery, and performance of this Agreement does not require the consent, license, permit, approval or authorization of, exemption by, notice or report to, or registration or filing with any other person, including, without limitation, any governmental or regulatory consent, nor does such execution and performance violate, contravene, or create a default under any charter document or bylaw of Broker or any contract, agreement, or instrument to which Broker is a party or by which Broker may be bound.
- e. **Authority**
Broker has the full power and authority to execute and deliver this Agreement and to perform its obligations in accordance with the requirements set forth. The execution, delivery and performance of this Agreement by the Broker and the consummation of the transactions contemplated herein have been and through the term of this Agreement will be duly and validly authorized by all necessary corporate action. This Agreement constitutes the legal, valid and binding obligation of Broker enforceable against Broker in accordance with its terms, except that the enforceability hereof may be subject to the effects of any applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights and by general principles of equity.
- f. **No Claims against Lender**
Broker has no judgment, court order, claim, counterclaim, defense, right to set off, or similar right against any Lender.
- g. **No Lawsuits**
There are no actions, arbitration proceedings, investigations, suits, administrative proceedings or other proceedings pending or threatened against Broker, the adverse outcome of which would have a material effect on Broker's financial condition, Broker's title to any Loans, or Broker's ability to perform under this Agreement.
- h. **Ownership; No Adverse Interest**
Broker agrees to notify Lender, at the time of submission of any Application to the Lender, of any business or familial relationship of the Broker with the Applicant, seller, real estate agent, inspector, appraiser or any person or entity performing



- any settlement service in connection with the Loan.
- i. **Financial Statements**
Upon the request by the Lender, Broker will furnish to the Lender copies of Broker's most recent annual financial statements and the most recently completed current interim financial statements. Such financial statements shall be prepared in accordance with generally accepted accounting principles and shall consist of balance sheets and statements of income for the applicable period. The financial statements shall be certified by an authorized financial officer of Broker and by an independent certified public accountant. Broker shall also furnish to the Lender such other financial information as is reasonably requested by the Lender.
 - j. **Documents Genuine and Accurate**
Legal Capacity. With respect to any document provided to Lender by Broker, including any application to qualify as a Broker and any documents and instruments submitted to the Lender by Broker in connection with an Application: (i) are in every respect valid, duly executed, genuine and enforceable according to their terms; (ii) all information in such documents is true, complete and accurate in all respects; (iii) no information has been omitted from such documents and instruments which is required to make any information therein not misleading; and (iv) all such documents and instruments comply with all provisions of applicable laws and regulations.
 - k. **No Adverse Conditions**
There are no facts, circumstances or conditions with respect to the Applicant or the Mortgaged Property that could reasonably be expected to: (i) cause private institutional investors applying usual and customary underwriting standards to regard such Loan as an unacceptable investment, (ii) cause such Loan to become delinquent, or (iii) adversely affect the value or marketability of such Loan.
 - l. **No Supplements or Subordinate Debt**
Neither the Broker nor any other person has, advanced any funds for and on behalf of the Applicant for the purpose of enabling the Applicant to make any required payments of principal or interest on the Loan, or any tax, insurance, special assessment, sewer, utility or similar payments with respect to the Mortgaged Property or to qualify for the extension of credit. With respect to a first lien purchase money Loan, no subordinate financing was used in the Applicant's acquisition of the Mortgaged Property other than subordinate financing acceptable to the Lender.
 - m. **No Litigation**
There is no threatened or pending litigation or claims which may adversely affect in any way the Application, the Loan, or the Mortgaged Property. Broker has no knowledge of any threatened or pending litigation, bankruptcy or insolvency proceedings against Applicant.
 - n. **No Damage; Zoning**
The Mortgaged Property is free of damage, waste and environmental hazards and is not in violation of any applicable zoning law or regulation.
 - o. **No Mechanics Liens**
There are no mechanics' or materialmen's liens or other claims which affect the lien priority of any mortgage or other security interest of Lender in the Mortgaged Property. No construction has been performed on the Mortgaged Property, nor have any materials been delivered to or incorporated into the Mortgaged Property, that could create the right in any person to assert a lien against the Mortgaged Property.
 - p. **Compliance with Lending Guide**
In addition to any representations, warranties or agreements contained in this Agreement, Broker further agrees to perform all other obligations, and makes all representations and warranties, and agrees to meet all other requirements, set in Lender's current guidelines for loans which will be provided at the time the agreement is fully executed. All modifications and additions to the Guidelines will become effective when they are issued to the broker.
 - q. **No Foreclosure or Condemnation**
There aren't any threatened or pending foreclosures, condemnation or repossession proceedings or insurance claims with respect to the Mortgaged Property.
 - r. **No Agency**
Broker will not hold itself out as a partner or agent of Lender, and will not represent to any Applicant that Lender has, or will, approve any Application unless authorized to do so in writing by Lender. Broker will not use the Lender's name in any promotional materials without the prior written consent of the Lender and written approval of the materials.
 - s. **Compliance with Laws**
Broker will comply with all laws and regulations (including, without limitation, Fair Credit Reporting Act, the Truth-in



- Lending Act, the Equal Credit Opportunity Act, the Home Mortgage Disclosure Act, the Graham Leach Bliley Act (relating to Privacy), and all regulations promulgated thereunder. On each anniversary of this Agreement, or at such other times as the Lender requests, the Broker will deliver to the Lender: (i) a written confirmation of this representation and warranty; (ii) a copy of the Broker's most recent HMDA loan Application register; and (iii) written responses to any inquiries the Lender may have regarding information contained in the HMDA loan Application register or Broker's compliance with laws and Regulations.

t. **Fair Lending**

Broker acknowledges that the Lender is committed to full compliance with all fair lending laws and regulations. Broker shall abide by all fair lending laws and regulations. Without limiting the foregoing, Broker shall not discriminate against any person in accepting or processing a loan application based on factors that are prohibited by any laws or regulations.

u. **Further Assistance**

Broker will execute such other documents, and take such other actions, as may be reasonably necessary to close the Loans and comply with any laws, regulations, or secondary market requirements necessary to close, administer or transfer the Loan to a third party.

v. **Broker Not to Bind Lender**

Broker shall not make any commitments, representations or agreements to the Applicant that purports to bind Lender to extend credit to the Applicant.

4. LOAN CLOSINGS

- a. All Loans will be closed in the name of the Lender and will be closed with funds provided by the Lender.
- b. The Lender or Lender's designee will prepare all credit documents and disclosure documents (except those required to be prepared by the Broker as provided herein) necessary to close the Loan.

5. COMPENSATION TO BROKER

Broker agrees that the compensation received by Broker, may not exceed the amount permitted by any laws or regulations. Broker will refund any excess amounts to the Applicant and indemnify the Lender from any claims and costs arising from such excess payments. Any compensation or premiums payable by Lender may be identified in rate sheets that Lender may provide to Broker. See exhibits A & B for available compensation schedule.

6. Early Payoff (EPO)

If any Loan is paid prior to its stated term, and if the Broker has received a yield spread premium or similar premium as part of the origination of a Loan and if the Borrower prepays all of the principal balance of the Loan within the first four (4) months of the closing date of the sale of the Loan, then Broker shall pay to Lender on demand all of the premium received by the Broker for the Loan. The premium due shall be equal to the total amount of the premium paid.

7. REPURCHASE OF LOANS

- a. Broker acknowledges and understands that CIS Financial Services, Inc. funds a loan it does so with the intent to sell the loan into the secondary mortgage market. As a result, in addition to any other remedies set forth herein and Losses payable by Broker to CIS Financial Services, Inc. hereunder, in the event CIS Financial Services, Inc. is unable to sell a loan into the secondary mortgage market or CIS Financial Services, Inc. is required by or deems it advisable to repurchase a loan from any party to whom a loan has been sold because of any breach of this Agreement by Broker or fraud or misrepresentation in connection with a loan application, including without limitation, any event, action, inaction or breach on the part of Broker directly or indirectly out of or by virtue of, or are directly or indirectly connected with, (i) this Agreement; (ii) any breach by Broker of this Agreement or any provision hereof or Broker's failure to perform any obligation herein; (iii) the inaccuracy or breach of any representation, warranty or covenant made by Broker herein; (iv) any acts or omissions of, or services provided by, Broker, its agents, employees, representatives, officers, directors, managers, members, or partners, as applicable, in connection with this Agreement; (v) any claim by a Borrower resulting from CIS Financial Services, Inc.'s failure or refusal to fund a loan; (vi) mortgage fraud; or (vii) any claim by any third party that Broker is a joint venturer, partner, representative, employee or agent of, or otherwise associated or affiliated

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- with, CIS Financial Services, Inc.
- b. Broker agrees that Losses payable by Broker to CIS Financial Services, Inc. hereunder shall include, without limitation, Losses resulting from: (i) the liquidation of any loan or the security for any loan the application of which was submitted to CIS Financial Services, Inc. by Broker; and/or (ii) amounts owed by CIS Financial Services, Inc. to a third party, including a party to whom the loan was sold in the secondary mortgage market, resulting from any repurchase, indemnity or other obligations of CIS Financial Services, Inc. to such party, including any damages or losses of such third party, refunds, early payment default (EPD is defined as any loan that defaults within 180 days of funding), early payoff (E P O) is defined as a payoff that occurs within 120 days of funding) or prepayment fees or penalties, or administrative or legal fees owed such party by CIS Financial Services, Inc. under the terms of the applicable loan purchase agreement or otherwise.
 - c. Broker's obligations under this Agreement shall not be affected by CIS Financial Services, Inc. or any third party taking or failing to take any of the following actions, with or without notice to Broker: (i) liquidation, repayment, retirement, or sale or resale of any loan; (ii) foreclosure of any loan; or (iii) sale or resale of the property securing a loan.
 - d. In addition to Broker's obligations this Agreement, including Broker's obligations set forth in Paragraph (a), Broker shall refund to CIS Financial Services, Inc. any fees or compensation paid by CIS Financial Services, Inc. to Broker in connection with a loan in the event such loan becomes the subject of an indemnity claim by CIS Financial Services, Inc..

8. INDEMNIFICATION

Broker will indemnify, defend and hold Lender, and its officers, directors, employees, and affiliates, and their respective assignees or successors in interest, harmless from any losses, claims, penalties, fines, costs, forfeitures, expenses, or judgments, including, without limitation, reasonable attorneys' fees, sustained or incurred by the such persons in connection with or resulting from any act or omission of Broker with respect to the Application, the Loan or under this Agreement, or any breach by Broker of any representation or warranty made herein or in any other document executed by Broker in connection with this Agreement

9. REMEDIES NOT EXCLUSIVE; NO WAIVERS

No remedy under this Agreement is exclusive of any other available remedy, but each remedy is cumulative and is in addition to other remedies given under this Agreement or existing in law or in equity. The Lender specifically reserves the right to setoff, specific performance and damages. No course of dealing or any failure or delay in the exercise or enforcement of any right or remedy under this Agreement or available at law or in equity will be deemed a waiver of such right or remedy; nor will any waiver or consent be effective unless in writing and signed by the party against whom such waiver or consent is claimed. No waiver or consent in any instance will be deemed a waiver or consent in any later instance.

10. TERMINATION

Either party may terminate this Agreement at any time by giving written notice to the other party. Termination of this Agreement will not affect the parties' obligations with respect to Loans closed, or Applications submitted to the Lender, prior to the date of termination.

11. COMPLIANCE AUDIT

In order that the Lender may fulfill its obligations to its regulatory authorities and any secondary market investors, Broker agrees to cooperate with and assist the Lender in conducting its compliance audit program. Upon reasonable notice and during normal business hours, Broker will make its copies of its records relating to any Applications, Applicants or Loans closed and funded by Lender available for inspection, copying and audit by an authorized auditor or officer of the Lender or any regulatory authority. In addition, the Lender may conduct an on-site quality control inspection of Broker's loan origination procedures upon reasonable prior notice. The inspection or audit will be conducted so as to minimize any interruption of Broker's business, and Broker agrees to cooperate and provide necessary information, facilities and resources necessary to conducting the inspection or audit.



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12. NOTICES

Broker shall give prompt written notice to Lender of any action, event or condition of any nature which may lead to or result in a material adverse effect upon the business, operations, assets, or financial condition of Broker, the Loan Submissions or the Loans. Broker will immediately notify Lender after any of the following: (i) if Broker or individual loan originators fails to maintain any license or registration applicable in each jurisdiction which governs Broker's activities under this Agreement; (ii) if Broker becomes subject to any enforcement and/or investigative proceeding by any licensing or regulatory authority or agency; (iii) if Broker is named as a party or becomes involved in any material litigation; or (iv) if Broker or any of its principal directors or owners becomes the subject of any bankruptcy proceeding or has incurred or is likely to incur a material adverse change in its/their financial condition. Broker will also provide a current list of loan originators each year when submitting license renewal and validate each are properly licensed as required by the state and/or local jurisdiction.

Governmental Approvals. Broker shall obtain and maintain in full force and effect, and satisfy at all times all related eligibility criteria in order to maintain in full force and effect, without material impairment, suspension or revocation, all federal and state governmental approvals, registrations, qualifications, permits and licenses, to the extent required, necessary both to perform its obligations hereunder.

Compliance. Broker will comply with all Applicable Requirements with respect to the conduct of its business. Without in any way limiting the preceding sentence, Broker shall take all necessary steps to ensure that Lender is in a position to timely and accurately re-disclose the Loan Estimates upon a Mortgagor requested change or other applicable changed circumstance when Broker receives, or is otherwise involved with, the information constituting such Borrower request or changed circumstance. In addition to any other remedy set forth in this Agreement, Broker shall reimburse Lender for any refunds Lender is required to pay Mortgagor that are caused by Broker's failure to put Lender in a position to timely and accurately re-disclose the Loan Estimates where Broker caused the delay or inaccuracy of such disclosures. Broker acknowledges and agrees that Lender may offset any amounts Broker is obligated to reimburse to Lender against the Broker Fee payable to Broker in connection with the subject transaction or other transactions or require Broker to pay any reimbursement in excess of such offset, at Closing or otherwise.

In any case where any notice or other communication is required or permitted to be given to either party hereunder, such notice or communication will be in writing and deem to have been given and delivered

- a. if delivered in person, on the date of such delivery
- b. if sent by confirmed facsimile transmission (with answer back received), on the date of such facsimile transmission, or;
- c. if sent by overnight express or registered or certified mail (with return receipt requested), on the date of receipt of such mail, and will be sent to the following address (or such other address as such party may designate from time to time in writing):

If to Lender: CIS Financial Services, Inc.
P.O Box 1906
Hamilton, AL 3557

If to Broker: _____

Attention: Compliance Department

Attention: _____



14. MISCELLANEOUS PROVISIONS

In any case where any notice or other communication is required or permitted to be given to either party hereunder, such notice or communication will be in writing and deem to have been given and delivered

- a. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the subject matter hereof.
b. Assignment. Broker may not assign its rights or obligations under this Agreement without the prior written consent of the Lender, which consent may be withheld by the Lender in its sole discretion.
c. Amendments. This Agreement may not be amended or modified orally, and no provision of this Agreement may be waived or amended except in writing signed by the party against whom enforcement is sought.
d. Governing Law; Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama without regard to principles of conflicts of laws.
e. Relationship. Nothing contained in this Agreement will be deemed to create a joint venture, partnership, agency, employment, loan production office or Applicant/lender relationship between Broker and the Lender.
f. No Third Party Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of, each respective Lender and the Broker and their respective successors and assigns.
g. Execution by Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each counterpart will be an original, and all counterparts will together be one and the same instrument.
h. Expenses. The Lender shall be entitled to recover all costs, including reasonable attorney's fees, from the Broker in any action or proceeding brought to enforce or interpret this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Company Name _____ Db Name _____
By: _____ Print Name: _____
Broker Signature First Middle Last
By: _____ Print Name: Paula _____ Reeves _____
Lender Signature First Middle Last



CORPORATE RESOLUTION

I, _____ hereby certify that I am a duly elected and qualified Secretary of Officer of _____, a corporation or Business, with its principal office located in **Name of Company**

the City of _____, correct copy of the resolution(s) duly adopted by the Board of Directors of the corporation in accordance within the By-laws of the corporation and the laws of the State of _____ on the _____ day of _____, 20____.

RESOLVED, that this corporation shall enter into the "Broker Loan Program Agreement", Dated _____, 20 ____, between the Corporation and CIS Financial Services, Inc.(the Agreement) and

RESOLVED, that the Board of Directors authorizes and directs _____, **Name** First Middle Last _____, to execute and into the Agreement on behalf of the corporation; and **Title**

RESOLVED, that the individuals whose names, signatures and titles appear below be, and each of them is, authorized and empowered to take all steps and do all acts performance and observance by the corporation of all covenants, conditions, warranties and obligations arising under the Agreement, including but not limited to the making of and execution of any instruments, certificates, or other documents in connection with the Agreement.

Name First Middle Last **Signature** **Title**

Name First Middle Last **Signature** **Title**

Name First Middle Last **Signature** **Title**

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the corporation the _____ day of _____, 20____. Imprint seal below.

Signature of Secretary/Officer



SIGNATURE AFFIDAVIT AND AKA STATEMENT

SIGNATURE AFFIDAVIT

I _____ Certify that this is my true and correct signature:

Name Variation (Print)

Sample Signature

AKA STATEMENT

I, _____ Certify that I am also known as:

Name Variation (Print)

Sample Signature (Variation)

Name Variation (Print)

Sample Signature (Variation)



**CIS FINANCIAL SERVICES, INC.
FAIR LENDING POLICY**

CIS Financial Services, Inc. is committed to ensuring fair treatment of all its applicants and potential applicants and strives to prevent any form of discrimination from occurring. CIS follows a strategy that consists of training for all of its employees, compliance monitoring, and testing.

The ECOA prohibits discrimination in any aspect of a credit transaction. ECOA prohibits discrimination based on:

- Race or color;
 - Religion;
 - National origin;
 - Sex;
 - Marital status;
 - Age (provided the applicant has the capacity to contract);
 - The applicant's receipt of income derived from any public assistance program;
- and
- The applicant's exercise, in good faith, of any right under the Consumer Credit Protection Act.

The FH Act prohibits discrimination in all aspects of residential real-estate related transactions, including, but not limited to:

- Making loans to buy, build, repair or improve a dwelling;
- Purchasing real estate loans;
- Selling , brokering or appraising residential real estate; and
- Selling or renting a dwelling

The FH ACT prohibits discrimination based on:

- Race or color;
 - National origin;
 - Religion;
 - Sex;
 - Familial status (defined as children under the age of 18 living with a parent or legal custodian, pregnant women, and people securing custody of children under 18);
- and
- Handicap

COMPANY NAME

DBA NAME

SIGNATURE OF "BROKER OF RECORD"

SIGNATURE OF LENDER



All approved Wholesale Loan Brokers must be aware that the licensed real estate broker, mortgage lender, mortgage banker or loan broker (especially, the “Broker”) bears the responsibility for all actions for the Broker’s employees or licensees. The Broker is responsible for the content and quality of each application taken and each loan submitted to CIS Financial Services, Inc.

**THE SUBMISSION OF A LOAN APPLICATION CONTAINING FALSE
INFORMATION IS A CRIME!**

Types of Loan Fraud

1. Submission of inaccurate information, including false statements on loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit and asset information, personal information including identity, ownership/non-ownership of real property etc.
2. Forgery of partially or predominantly accurate information.
3. Incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated in the security instrument.
4. Lack of due diligence by Broker/loan officer/interviewer/processor, including failure to obtain all information required by the application and failure to request further information as dictated by Borrower’s response to other questions.
5. Unquestioned acceptance of information or documentation that is known, should be known, or should be suspected to be inaccurate.
 - A. Simultaneous or consecutive processing of multiple owner-occupied loans from one applicant supplying different information on each application.
 - B. Allowing applicant or interested party to “assist with the processing of the loan.”
6. Broker’s non-disclosure of relevant information.

Impact of Loan Fraud

The effects of “Loan Fraud” are costly to all parties involved. CIS Financial Services, Inc. stands behind the quality of its loan production. Fraudulent loans cannot be sold into the secondary market and, if sold, will require repurchase by CIS Financial Services, Inc. Fraudulent loans damage our reputation with our investors and mortgage insurance providers.

The price paid by those who participate in “Loan Fraud” is even more costly. The following is a list of a few of the potential consequences that may be incurred:

Consequences to Broker

1. Criminal prosecution.
2. Loss of Broker’s license.
3. Loss of lender access due to exchange of information between lenders, mortgage insurance companies including submission of information to investors (Freddie Mac/Fannie Mae), police agencies, and the State Licensing Agencies.
4. Civil action by CIS Financial Services, Inc.
5. Civil action by applicant/borrower or other parties to the transaction.
6. Loss of approval status with CIS Financial Services, Inc.

I have read the foregoing and understand CIS Financial Services, Inc. position on “Loan Fraud.” I certify that fraud and misrepresentation will not knowingly be present on any of the applications submitted to CIS for financing.

COMPANY NAME

DBA NAME

SIGNATURE OF “BROKER OF RECORD”

SIGNATURE OF LENDER

NMLS ID NUMBER



Broker Acknowledgement and Certification

To comply with CFPB’s compensation rule, CIS requires that the bank/broker certify that it also complies with CFPB’s compensation rule. Broker acknowledges that the boxes checked below set forth all forms of compensation which the Broker has or will enter into with any individual Loan Originator, during the term of this Agreement, with respect to any Creditor-Paid Credit Transaction secured by a Dwelling. The terms “Loan Originator”, “Credit-Paid Consumer Credit Transaction” and “Dwelling” shall have the meanings attributed to them in Part 226 of Regulation Z implementing TILA. (Broker to initial each section that applies).

Commissions. Broker pays its loan originators a pre-determined fixed commission, which does not vary by loan, loan type, or loan product and which is calculated by multiplying a fixed percentage against the principal loan amount funded. Commissions may be subject to a minimum or a maximum dollar amount, or both, in Broker’s discretion.

_____ Broker Initials

Fixed Dollar Amount. Broker pays Loan Originator(s) a pre-determined fixed dollar amount, which does not vary by loan, loan type, or loan product and which is paid in connection with each closed and funded loan, without regard to the principal loan amount funded.

_____ Broker Initials

Hourly Wage. Broker pays Loan Originator(s) a pre-determined hourly wage for each hour worked, which does not vary by loan, loan type, or loan product and which is paid without regard to whether or not any loan(s) fund and close, and without regard to the principal balance of loans which are closed and funded.

_____ Broker Initials

Fixed Salary. Broker pays Loan Originator (s) a pre-determined set salary for each pay period, which does not vary by loan, loan type, or loan product and which is paid without regard to whether or not any loan(s) fund and close, and without regard to the principal balance of loans which are closed and funded.

_____ Broker Initials

Bonuses/Other Compensation. Broker pays Loan Originator(s) bonuses and/or other compensation which is a function of one or more of the following:

- The Loan Originator’s overall loan volume (i.e. total dollar amount of credit and/or total number of loans originated);
- The long term performance of the Loan Originator’s loan production;
- Whether, and to the extent, the Loan Originator’s loan production includes existing customers of Broker or new customers;
- The percentage of applications submitted by the Loan Originator that result in consummated transactions; and/or,
- The quality of the Loan Originator’s loan files (e.g. accuracy and completeness of loan documentation).

_____ Broker Initials



VA Sponsorship Form

If you are applying for Agent VA Sponsored, please complete all requested information bellow, execute and return the corporate resolution, and submit along with a \$100.00 check payable to: **Department of Veteran's Affairs** for processing. *****VA requires a fee of \$100.00 for each agent*****

Legal Company Name:	
DBA Name (If Applicable):	
Corporate Office Address:	
Corporate Office Email:	
Federal Tax ID Number:	
VA Point of Contact Name/Title:	
Phone Number:	
Fax Number:	
Email address:	



VA AGENT CORPORATE RESOLUTION

I, _____ hereby certify that I am a duly elected and qualified Secretary of Officer of _____, a corporation or Business, with its principal office located in **Name of Company**

the City of _____, correct copy of the resolution(s) duly adopted by the Board of Directors of the corporation in accordance within the By-laws of the corporation and the laws of the State of _____ on the _____ day of _____, 20 _____.

RESOLVED, that this corporation shall enter into the "Broker Loan Program Agreement", Dated _____, 20 ____, between the Corporation and CIS Financial Services, Inc.(the Agreement) and

RESOLVED, that the Board of Directors authorizes and directs _____, **Name** First Middle Last _____, to execute and into the Agreement on behalf of the corporation; and **Title**

RESOLVED, that the individuals whose names, signatures and titles appear below be, and each of them is, authorized and empowered to perform the agent's functions as listed below:

- a) Agent will take the loan application, order the credit report, complete all verifications (VOE, VOD etc.), work all conditions associated with the loan;
- b) Agent will submit the loan application and conditions to CIS Financial Services, Inc. underwriter for approval.

Name First Middle Last **Signature** **Title**

Name First Middle Last **Signature** **Title**

Name First Middle Last **Signature** **Title**

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the corporation the _____ day of _____, 20 _____.

Imprint seal below.

Signature of Secretary/Officer



EXHIBIT A Lender Paid Compensation Agreement

Broker Contact Information			
Business Name:		Contact Name/Title:	
Phone:		Email:	

Brokers may select a compensation level on a monthly basis. If no change is received by CIS Financial Services, Inc., the prior period compensation level will automatically renew until further changes are requested.

Changes to compensation levels can be made no more than once every 30 days. A request for change received during the month will become effective the 1st of the following month, as long as the last change was made at least 30 days prior to the new effect date of the recent requested change.

The initial compensation agreement must be submitted in writing through completion of this form; subsequence changes to compensation levels and periods must be submitted via email to lockdesk@cishomeloans.com.

Compensation will be paid pursuant to the certification in effect at the time of receipt and acceptance of any particular transaction.

Level	% Of Loan Amount
A	0.500%
B	0.750%
C	1.000%
D	1.250%
E	1.500%
F	1.750%
G	2.000%
H	2.250%
I	2.500%
J	2.75%

Please complete the section below by writing in your selected compensation as a total percentage.

Compensation Level: _____

Note: All loans must meet the requirements of a Qualified Mortgage pertaining to upfront points and fees caps.

The authorized signor (Broker/Owner) indicates by his/her signature that this Compensation Agreement request or Compensation Agreement change is approved for the broker firm and further certifies, represents, and warrants that the submitted plan and the broker firms individual loan originator employee compensation plan are in compliance with the Federal Reserve Board’s final rule as published in 12 CFR part 1026 of Regulation Z and broker and all licensed loan originators are in full compliance with consumer paid transactions and anti-steering as also published in 12 CFR part 1026 of Regulation Z.

Authorized Signature (Broker/Owner)

Date

Printed Name

Title



EXHIBIT B Borrower Paid Compensation Agreement

Broker Contact Information			
Business Name:		Contact Name/Title:	
Phone:		Email:	

Except as otherwise may be agreed to in connection with a special program offered by CIS Financial Services, Inc., and said Broker, CIS will allow Broker fees in the amount of the Approved Broker Compensation below to be charged to the customer. This fee will be disclosed to the customer on the Broker Services Agreement and Disclosures form provided by CIS to the Broker and in the Early and Closing Disclosure. This fee will be paid to Broker at the closing of the loan.

Approved Broker Compensation: up to 2.75% of the amount financed

Note: All loans must meet the requirements of a Qualified Mortgage pertaining to upfront points and fees caps.

The authorized signor (Broker/Owner) indicates by his/her signature that this Compensation Agreement is approved for the broker firm and further certifies, represents, and warrants that the submitted plan and the broker firms individual loan originator employee compensation plan are in compliance with the Federal Reserve Board's final rule as published in 12 CFR part 1026 of Regulation Z and broker and all licensed loan originators are in full compliance with consumer paid transactions and anti-steering as also published in 12 CFR part 1026 of Regulation Z.

Authorized Signature (Broker/Owner)

Date

Printed Name

Title

Broker Rate Lock Policy

CIS Financial Services Inc. dba CIS Home Loans

Lock Requests

CIS Home Loans does not accept verbal requests. All requests must be submitted on the formal Lock Request Form, include the signed Rate Lock Agreement, and submitted to the lock desk (lockdesk@cishomeloans.com).

A Rate Lock Confirmation will be issued for all rate lock requests. You will receive your Rate Lock Confirmation within 2 hours of requesting your rate lock, during normal business hours, via email. The interest rate and point lock is only guaranteed once you receive a written confirmation.

Loan pricing provided on the Rate Lock Confirmation is specific to the loan characteristics outlined on the Lock Request form and may be subject to change. Changes include, but are not limited to, changes in loan characteristics, program eligibility, calculation errors, and commitment terms will affect the final loan pricing. CIS Home Loans reserves the right to modify and/or revise its Lock Confirmation should any of the information submitted in the loan package differ from the information provided during the initial lock or if the loan does not meet CIS Home Loan's guidelines. A lock confirmation does not constitute a loan decision/approval.

CIS Home Loans makes every effort to be accurate. Clerical errors or inaccurate pricing will be honored at the sole discretion of CIS Home Loans.

Lock Periods

The loan must be active in the system to request a rate lock. Rates can be locked in 15, 30, 45, and 60-day increments. 90-day locks are available for MH construction loans only.

Pricing Availability

Rates are typically available daily by 9:30 CST. Pricing sheets are distributed via email from the Pricing Desk at this time. Requests to be added or deleted from this emailing should be sent to pricing@cishomeloans.com.

Lock Cut Off Time

Lock cut off time is 4:00 pm CST during normal business operations. Loans submitted for lock after 4:00 pm CST could be subject to the next days updated pricing.

Extensions

A rate lock may be extended provided that it is not expired. (For expired locks, see Re-lock Policy)

-) Extensions are handled by requesting an extension in Encompass.
-) The loan may be extended for 7-15 days at a fee of 0.125%, or >15 days at 0.25%. Fees are subject to change.
-) Maximum number of days extended cannot exceed 30. After 30 days, the loan must be re-locked.
-) Extensions must be received before 4:30 CST to be processed the same business day.

If there is a delay in the funding your loan, caused by CIS Home Loans, we may extend the rate lock at no cost to you or your borrower(s). This decision is made at the sole discretion of CIS Home Loans. However, if the delay is caused by you or a third-party service provider, your loan must be relocked and is subject to worst-case pricing based on prevailing interest rate market conditions.

Rate lock extensions are not guaranteed and are subject, but not limited to, the availability of market conditions, program availability, and underwriting approval. Rates are generally only valid through the original expiration date, subject to the availability of rates and products. Your loan funds must be disbursed by the lock expiration date.

Rate lock extension must be confirmed *prior* to expiration of your original rate lock and is subject to underwriting approval.

Extensions may not be available during extreme market conditions.

Re-lock/Non-Delivery Fees

Re-lock will be at current market price + a 0.25 fee. Carry over extension fees will apply if the loan was previously extended. Re-lock pricing may be obtained by sending an email to the Lock Desk. If a rate lock expires and re-lock is not needed, a non-delivery fee will be assessed in the amount of 0.25.

**CIS Home Loans reserves the right to issue written notice of changes for all standard fees associated with this Broker Rate Lock Policy.

Revisions

Revisions to the rate, occupancy type, and any other pertinent loan information may result in a price adjustment. Loans are locked based on the information provided on the Rate Lock Request form. It is the responsibility of the Broker/Originator to comply with all program guidelines and to submit the most accurate information.

Pricing Exceptions

All pricing exceptions must have documented approval by the Pricing Desk. Requests must be submitted to pricing@cishomeloans.com.

Financial Responsibility

The broker, LO originator, host all conversations about rate with the borrower and any fees associated with a rate lock extension, relock or pair off will be conducted through the broker. These fees can be charged to the borrower, but the broker will have to explain and request this. Otherwise, the Broker would be responsible for the cost of fees associated to the lock.

It is the responsibility of the Broker/Originator to notify the lock desk with regard to the individual/party who will be responsible for any applicable fees. Absent any direction, the costs will be deducted from the broker/originator yield spread premiums. If the loan does not fund, the Broker/Originator will be responsible for these fees and will receive an invoice for the amounts due and payable within 10 business days.

Dated: _____

By: _____

Printed Name: _____

Title: _____

CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 20____, by and between **CIS FINANCIAL SERVICES, INC.**, an Alabama corporation (the "Company") and _____, a _____, and its affiliates, and any other individuals who have executed this Agreement (together, the "Prospective Sellers").

WITNESSETH:

WHEREAS, the Company and the Prospective Sellers are interested in discussing the possibility of an arrangement whereby the Company may purchase certain assets owned by the Prospective Sellers, including but not limited to accounts related to the retail sale financing of manufactured homes, modular homes, and other single family dwellings and mortgage loans to the Company;

AND WHEREAS, in the course of such business it is likely that certain information will be, orally or in written form, disclosed by the Company and the Prospective Sellers to each other concerning the business customers, employees, financial status, and other aspects of the business of the Company and the Prospective Sellers, which information is non-public, confidential, and proprietary in nature (the "Information"), and the Company and the Prospective Sellers desire that such information remain completely confidential and would not disclose such Information but for the willingness of the parties to enter into this Agreement;

NOW, THEREFORE, in consideration of the above premises and the promises and covenants contained herein, the parties hereby agree as follows:

1. CONFIDENTIALITY. The Prospective Sellers and the Company hereby agree that the Information will be kept confidential and will not, without the prior written consent of the disclosing party, be disclosed, or disseminated in any manner whatsoever, in whole or in part, by the receiving party or any of them to any person or entity except for their accountants and/or attorneys. Any breach of this Agreement by the accountants or attorneys of any party to this Agreement will be deemed to be a breach by such party. As to any disclosure to their accountants or attorneys, the parties agree to reveal the Information and make the Information, or any of it, available only to those of their accountants or attorneys (i) who are reasonably required to know the Information for the direct purpose of meaningful and material assistance in evaluating the Information for the purpose of consummating a transaction between the parties; (ii) who are informed of the confidential nature of the Information, and (iii) who have agreed to keep confidential the Information in the manner provided in this paragraph 1. In the event that either party shall provide or has provided the other party with any written Information, the party receiving such Information hereby agrees to return such written Information to the disclosing party and to destroy any and all copies of such written Information (whether in the possession of the receiving party or their accountants or attorneys) at the conclusion of such discussions and negotiations regardless of whether the possible transaction contemplated herein shall occur.

In the event any party hereto becomes legally compelled to disclose any of the Information, the parties agree to provide prompt notice of such requirement to the other party so that such party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement.

2. REMEDY FOR BREACH. The parties recognize that the Information is special, unique and of extraordinary character. In the event of the breach by any party to this Agreement of the terms and conditions of this Agreement to be performed by them, then the non-breaching party shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or equity, to enforce the specific performance thereof, or to enjoin the breaching party from violating or continuing to violate the provisions of this Agreement, without the necessity of showing actual damages or furnishing a bond or other security; provided, however, that nothing herein contained shall be construed as prohibiting the non-breaching party from pursuing any other remedies available to it for such breach, including the recovery of damages from the breaching party.

3. MISCELLANEOUS.

- (a) Litigation Costs. In the event that it becomes necessary for either party to initiate litigation for the purpose of enforcing any of its rights under the provisions of this Agreement, or for the purpose of seeking damages for any violations thereof, then, in addition to all other judicial remedies that may be granted, the prevailing party shall be entitled to recover reasonable attorney's fees and all other costs that may be reasonably sustained by it in connection with such litigation.
- (b) Binding Effect. The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding upon their respective successors and assigns.
- (c) Governing Law. This Agreement shall be interpreted, construed and governed according to the laws of the State of Alabama.
- (d) Survival. This Agreement shall survive the termination of the parties' discussions or negotiations relating to the subject matter hereof, the closing of any transaction between the Company and the Prospective Sellers (or any entity controlled by the Prospective Sellers), or the execution of any other agreement not specifically amending this provision.
- (e) Severability. Should a court of competent jurisdiction declare any provision of this Agreement to be unenforceable, such provision shall be severed from this Agreement and the remaining provisions shall be given full force and effect.
- (f) Entire Agreement. This instrument constitutes the entire agreement and understanding of the parties hereto on the subject matter hereof, supersedes all prior agreements and understandings between the parties with respect to the matters covered herein, and may not be amended or terminated orally; and no change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same sought to be enforced.

IN WITNESS WHEREOF, the individual parties have executed this Agreement and the corporate parties have caused this Agreement to be executed by their duly authorized officers on and as of the day and year first written above.

COMPANY:

Company: CIS Financial Services, Inc.

By: _____
(Signature)

(Print Name)

Its: President

PROSPECTIVE SELLERS:

Company: _____

By: _____
(Signature)

(Print Name)

Its: _____