



### *Quick Facts*

- **100% Commissions with Low Banking and Broker Fees**
- **YSP Disclosure Not Required as a Mortgage Banker**
- **FHA/VA/USDA**
- **Commissions applied to account the day it closes**
- **Bi-weekly Profit & Loss**
- **Payroll the 15<sup>th</sup> and Last Day of Month**
- **Benefits: Health, Dental, Life Insurance, Vision and 401(K)**
- **Licensed in 40 states** and growing
- **No Adjustment to Banked Loans**
- **Extensive Product Availability** Banked and Brokered Loans. Many National Lenders.
- **Low fees on Brokered Loans: 25bps + \$300**

Beware of companies that promote no “up fees” for brokered loans. Many of these firms charge a transaction fee on ALL loans.
- **Competitive lender fees on Banked Loans**

Underwriting	\$543
Tax Service	\$89
Flood Cert	\$18
Closing Fee	<u>\$345</u>
Total	\$995
- **In-house Underwriting, Closing, Funding, and Shipping**

Supreme Lending can provide an Underwriter in your office if loan volume warrants.
- **Technology Leader**

Supreme Lending uses Encompass by Ellie Mae, a leader in LOS software. Encompass streamlines the entire origination process, increasing your, and your processors, productivity. Encompass allows for a completely paperless web based submission to Underwriting. This can save valuable time and close loans more quickly.
- **Very low Encompass Licensing** \$60 per license and \$10/user per month
- **Professional Corporate Administration Staff**

The administrative operations, such as: accounting, payroll, human resources, and compliance, are all handled by the professionals at our corporate office. This provides you the time to focus on your business growth. Monthly accounting fee of \$350.



## Business Questionnaire

The Affiliate Branch Manager Business Questionnaire has been designed to obtain information that will assist Supreme Lending in determining your needs, and to ensure you will be a successful Affiliate Branch Manager.

### Part 1. Personal Information

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Driver License Number: \_\_\_\_\_

Current HUD ID #: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Previous Addresses (5 yrs): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home Phone #: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_

Current Employer: \_\_\_\_\_

Current Branch Address: \_\_\_\_\_  
\_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Branch Phone: \_\_\_\_\_ Branch Fax: \_\_\_\_\_

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Number of Years in the Mortgage Business:

- Branch Manager \_\_\_\_\_ (years)
- Broker/Owner \_\_\_\_\_ (years)
- Originator \_\_\_\_\_ (years)

- Have you ever been convicted of a felony?  No  Yes
- Has a Lender ever suspended you?  No  Yes
- Has a Regulatory Agency suspended you?  No  Yes
- Have you ever had a license suspended or revoked?  No  Yes
- Is there pending litigation against you?  No  Yes
- Have you filed Bankruptcy within the past 7 years?  No  Yes
- Is your credit score below 620?  No  Yes
- Have you ever repurchased a loan as a broker?  No  Yes

**If yes to any of the questions above please explain on a separate sheet of paper.**

**Affiliated Businesses**

- Do you own any businesses?  No  Yes
  - If yes:
    - Is the business currently operating?  No  Yes
    - Is the business a real estate industry related business?  No  Yes
    - Will you be operating such businesses while you are associated with Supreme?  No  Yes
    - Name of business: \_\_\_\_\_

**Licenses:**

- Do you, or any other businesses that you own, hold any licenses in any real estate services-related industry, including mortgage broker, mortgage banker, loan officer, real estate agent/broker, commercial, or other?  No  Yes

If yes, type: \_\_\_\_\_  
 \*Please attach copy of the license to this package

**Part 2. Industry References**

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**Lender or Wholesaler Reference**

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Contact Name

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Phone Number                      Years Known

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**Lender or Wholesaler Reference**

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Contact Name

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Phone Number                      Years Known

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**Personal Banker Reference**

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Contact Name

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Phone Number                      Years Known

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**Landlord Reference**

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Contact Name

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Phone Number                      Years Known

**Part 3. Business Information**

Do You Have:

VA/FHA Origination Experience?       No    Yes   Yrs \_\_\_\_\_

Builder Referral Experience?       No    Yes

Realtor Referral Experience?       No    Yes

PC/Modem/Internet Experience?       No    Yes

Encompass Software Experience?       No    Yes

What LOS do you currently use?      \_\_\_\_\_

Do you use Contract Processing?       No    Yes

Professional Trade Affiliations:

CMB    MBA Member    TMBA    NAMB    DE

Other Industry Designations or Associations:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**What marketing channels do you currently use? Check all that apply.**

- |   |                                      |                                       |  |
|---|--------------------------------------|---------------------------------------|--|
| <input type="checkbox"/> Press Releases | <input type="checkbox"/> Trade Shows | <input type="checkbox"/> Builder      | <input type="checkbox"/> Realtor       |
| <input type="checkbox"/> News Media     | <input type="checkbox"/> Direct Mail | <input type="checkbox"/> Radio        | <input type="checkbox"/> TV            |
| <input type="checkbox"/> Billboards     | <input type="checkbox"/> Periodicals | <input type="checkbox"/> Promotional  | <input type="checkbox"/> Telemarketing |
| <input type="checkbox"/> Blast Fax      | <input type="checkbox"/> Open House  | <input type="checkbox"/> Street Signs | <input type="checkbox"/> Lead Purchase |

**Other:**

\_\_\_\_\_

\_\_\_\_\_

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**Part 4. Production**

PRIOR YEAR PRODUCTION 20__										
	CONVENTIONAL		FHA		VA		JUMBO		Other _____	
	Amount	Units	Amount	Units	Amount	Units	Amount	Unit	Amount	Units
Manager										
Loan Officer										
<b>TOTAL</b>										

**Must be completed in detail.**

YEAR-TO-DATE PRODUCTION 20__										
	CONVENTIONAL		FHA		VA		JUMBO		Other _____	
	Amount	Units	Amount	Units	Amount	Units	Amount	Unit	Amount	Units
Manager										
Loan Officer										
<b>TOTAL</b>										

**Must be completed in detail.**

**What percentage of your business is Purchase?** \_\_\_\_\_

**What percentage of your business is Refinance?** \_\_\_\_\_

**What percentage of your business is by Referral?** \_\_\_\_\_

**\*Please attach production reports to support data above.**



**Part 5. Branch Office Benchmarks**

**How much production should we expect form your branch for the following periods?**

	<b>1<sup>st</sup> 90 Days</b>	<b>1<sup>st</sup> Year</b>
<b>Supreme Closed Production:</b>	\$ _____ # _____	\$ _____ # _____
<b>Brokered Closed Production:</b>	\$ _____ # _____	\$ _____ # _____
<b>Total Closed Production:</b>	\$ _____ # _____	\$ _____ # _____
<b>Desired Operating</b>		
<b>Cash Reserve Balance:</b>	\$ _____	\$ _____

The benchmarks set forth above represent our best estimate of the results that will be achieved during the initial 90-day and 1-year with Supreme Lending.



**Part 6. Branch Office Estimated Expenses**

**Monthly Rent** \$ \_\_\_\_\_

**W2 Processor Salary** \$ \_\_\_\_\_

**W2 Receptionist** \$ \_\_\_\_\_

**Telephone (estimate)** \$ \_\_\_\_\_

**Approximate Credit Report Expense** \$ \_\_\_\_\_

**Miscellaneous** \$ \_\_\_\_\_

**Total of Monthly Expenses** \$ \_\_\_\_\_

**What is your typical Commission Split with Loan Officers %** \_\_\_\_\_  
**(If you use a tier formula please include a copy)**

**Please include landlord name and address and attach a copy of your current lease.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**See Branch Manager Agreement for information on your operation reserve account**



**Part 7. Authorization and Certification**

**I hereby certify that the information contained on this Business Questionnaire and any accompanying or supporting information is true and correct. I authorize Supreme Lending to obtain verification of any information contained herein from any source named or any other source (including credit bureaus, business references, and criminal investigations) necessary to verify the above information.**

**By entering your name and/or initials throughout this document, you agree to accept the terms of the entire document with an electronic signature. If accepted by electronic signature, once document is complete, please click "Email Form" on Page 1, otherwise you may complete, print, sign & fax or mail to the HR Department.**

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**Signature**

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**Print Name**

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**Date**



**Branch Licensing Request Form**

**\* You must also complete the Licensing Setup Package for the Licensing Department**

Please provide Supreme a list of states that you currently do business in and states that you foresee your branch moving into. Along with the state information, please include your number of closings and volume per state requested.

<b>States Where Currently Doing Business</b>	<b>Number of Loans</b>	<b>Monthly Loan Volume</b>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

<b>States Where Licensing Needed</b>	<b>Number of Loans</b>	<b>Monthly Loan Volume</b>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____



## Branch Insurance Questionnaire

### Physical Location Address (not a P.O. Box)

\_\_\_\_\_  
\_\_\_\_\_

Office Phone Number: \_\_\_\_\_

Office Fax Number: \_\_\_\_\_

Branch Manager's Name: \_\_\_\_\_

### Building Structure Information:

1. Construction of Building: \_\_\_\_\_

Brick, Frame, Concrete Block, Metal, etc...

2. Square Footage of Office: \_\_\_\_\_

### Employee Information:

1. Number of Inside/Outside Salespersons: \_\_\_\_\_

a. Total estimated annual payroll: \_\_\_\_\_

2. Number of Clerical/Salary Employees: \_\_\_\_\_

a. Total estimated annual payroll: \_\_\_\_\_

### Computer Equipment:

1. Number of Systems: \_\_\_\_\_

2. Estimated Dollar Value: \_\_\_\_\_

3. Estimated Software Dollar Value: \_\_\_\_\_

### Business Machines/Personal Property:

1. Number of Business Machines: \_\_\_\_\_

2. Estimated Dollar Value of Business Machines: \_\_\_\_\_

3. Estimated Dollar Value of Personal Property: \_\_\_\_\_

**MANAGEMENT AGREEMENT**

This AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Everett Financial, Inc. dba Supreme Lending, a Texas corporation (herein referred to as Supreme), and \_\_\_\_\_(herein referred as Branch Manager) herein collectively the parties witnessed as follows:

WHEREAS, Supreme is in the business of making mortgage loans to qualified persons and conducts its business from its principal office located at 17290 Preston Road, Suite 300, Dallas, Texas 75252 (herein referred to as Home Office).

WHEREAS, Branch Manager is desirous of being a Branch Manager for the purpose of managing a branch office in a retail/business office location (not permissible in a home office) to be located at \_\_\_\_\_(herein referred to as the Branch).

WHEREAS, Supreme is desirous of associating with the Branch Manager in such a way as to create the maximum incentive for the creation of a loan origination business.

**RECITALS**

1. Supreme is a registered mortgage banker in the state of Texas with its corporate license type also designated in Texas. Supreme has licenses in other states that require licensing in order to conduct business in particular states. (Please request a copy of such states before you submit applications for mortgages in other states).
2. Branch Manager agrees to perform any and all services generally performed by a mortgage office including, but not limited to procuring prospective borrowers for Supreme.
3. Branch Manager acknowledges receipt of a copy of the applicable mortgage licensing and/or any state requirements before doing business in such state. Make sure all licenses are posted in a public area. Individual State Licenses are located on the website in the section called "Useful Information".
  - a. 60 days to obtain a commercial office space (1 week extension excepted) with required signage.

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- b. Phone, office rent, credit and appraisals must be paid through corporate from Branch operating account per regulation.
- c. Minimum of 5 funded loans per month at inception and must have 5 units per month within 90 days OR terminate.
- d. Any active Licenses for Broker/Banker/Real Estate, unless required by State law must be transferred to Supreme Lending or terminated.

## 1 - TERM:

The term of this Agreement shall commence on the above date providing Branch Manager has been approved by Supreme to manage a branch and said Agreement shall renew annually or until a 30-day notice of termination is given by the Branch Manager in writing to Supreme or unless terminated by Supreme pursuant to the provisions of paragraph 14. If Branch Manager continues to perform services for Supreme after this Agreement has terminated, the parties expressly agree that such association is at will and that either Supreme or Branch Manager may terminate the services at notice, with no thirty-day period. It is further agreed that Supreme will not be liable for the actions of the Branch Manager upon termination.

## 2 -DUTIES:

- a. Branch Manager shall perform such duties as may be assigned by Supreme from time to time, primarily at the Branch located at the abovementioned address, and oversee all accounts or customers to which it has been assigned. Supreme also reserves the right to change Branch Managers duties at any time, with or without advance notice and such services are to include:
  - i. Branch Manager will devote his/her full time to the purpose of originating and processing of mortgage applications that meet Supreme's requirements through the Branch Office.
  - ii. For loans originated by the Branch Office, the Branch Manager will assist Supreme in any way reasonable to ensure that all documentation necessary for the sale and/or marketability of said loans is included in any package that is submitted to either Home office or Investors directly.
  - iii. Branch Manager acknowledges that he/she will adhere to the professional standards set forth by Supreme and its Investors and any variation from the policies and procedures shall be deemed a breach of this Agreement. Branch Manager and his/her organizations/staff agree to be bound by the same representations and warranties as set forth in

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- each Investor agreement and contract in force with the corporate office policies and procedures.
- iv. Branch Manager is expected to be knowledgeable of federal, state, and local laws and regulations regarding the mortgage banking and/or brokering business and adherence to those regulations is mandatory. Branch Manager shall be held personally responsible for representations or warranties of Investor guidelines.
  - v. Branch Manager agrees that all loan applications taken by branch personnel shall be immediately entered into required Encompass (Supreme's LOS system). After three (3) weeks of being trained on Encompass, all loans must in the system or payment will be held up and will be construed by Supreme to be in violation of this Agreement.
  - vi. Branch Manger shall observe and establish prudent procedures to control the office's operating expenses including, but not limited to, competitive vendor selection and oversight. Duly approved invoices and payroll authorizations shall be submitted promptly to Home Office accounting within required times as posted on Company website. Significant unbudgeted costs and expenses, e.g. new equipment, shall have prior Home Office approval. Branch shall advise Home Office of any unapproved invoices or other pending or disputed charges at least 5 working days prior to month end.
  - vii. Supreme Corporate office employees will randomly audit Branch for compliance for all Local, State and Federal requirements.

### **3 - DEVOTION OF ENTIRE TIME TO SUPREME**

Branch Manager shall devote his/her full energies, interest, abilities and productive time to the performance of the Agreement and shall not directly or indirectly, without prior written consent of Supreme:

- a. Own any interest or otherwise participate in any business that is in competition with Supreme including, but not limited to any other branches, including any other Financial/Mortgage Company. This provision shall not include any other publicly held companies.
- b. Render any services for compensation, which would materially interfere with the performance of his/her duties under this Agreement.

  
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- c. Manager, upon signing this agreement has given notice to former employer pertaining to that terminated relationship.

**4 - COMPENSATION**

Branch Manager has been engaged by Supreme to originate qualifying first and second lien mortgage loans for Supreme. In compensation, Branch Manager shall receive a monthly management fee calculated as follows:

- a. **PROFIT AND LOSS ACCOUNTS:** Supreme shall maintain a set of profit and loss accounts in which it shall record the direct income and expense of Branch Manager's office as a basis for calculating the management fee. Supreme shall pay all approved expenses of Branch Manager's office as they are incurred and will collect all income of Branch Manager's office as they are earned.
- b. **SUMMARY OF PROFIT AND LOSS:** Within a reasonable period, estimated at 10 working days after month end, Supreme shall prepare a monthly statement of profit and loss of Manager's office, including all revenues and expenses earned or incurred by the operation. Upon approval and subject to funding limitations described below, the available balance of such net profits shall be paid to Manager upon request.
- c. All L.O.'s must be paid by W-2 wages as reasonable commission on each loan as determined by Branch Manager/LO Agreement.
- d. **RESERVE ACCOUNT:** In order to provide a working capital reserve sufficient to fund Branch expenses, Supreme shall accumulate from available branch deposits, a reserve fund equal to two (2) times the estimated monthly branch operating expenses (excluding loan commissions). This reserve can either be paid in a one time lump sum fee, or there will be a \$200 fee taken out of each loan closing proceeds until such time as reserve requirement is satisfied. Such estimate shall originally be prepared by Manager but shall be adjusted over a time to reflect actual branch results as measured by the month of maximum expenses. Branch operating account must have sufficient funds to cover any/all payroll request.
- e. **AVAILABILITY:** All net profits of the Branch shall be available for payment of the monthly management fee excepting (1) any such funds as are necessary to restore the Reserve Account to its contractual level and (2) all such funds pending for a period of up to 90 days after termination of this Agreement.

In the event of the termination of this Agreement for any reason other than Manager's fraudulent conduct (as supported by third party Quality Control) and after a 90-day settlement period, the aggregate remaining balances of the net profit account and the reserve account shall be paid to Manager in final settlement. In the event the aggregate balance of these accounts is negative (net loss), Manager shall promptly pay that amount to Supreme in settlement of its management fee obligation.

In the event that Manager has committed a fraudulent act, their reserve account shall not be returned to the Branch Manager to facilitate any future losses to Supreme, The foregoing sentence does not mitigate any future or potential legal actions on the part of Supreme to recapture actual losses.

In the event any transaction in which Branch Manager's office is involved results in dispute, repurchase of a loan, early payment defaults, early pay-off, arbitration or litigation, Branch Manager agrees to cooperate fully and to abide by any decision made by Supreme, who shall have the sole right to take legal action, to defend or settle a suit or to incur legal expenses. In the event a dispute or litigation arises, Supreme may defer payment or recover Branch Manager's share of commission until a settlement acceptable to Supreme has been reached or Supreme recovers expenses or losses related to EPD, EPO and Repurchase suits.

## **5 - SCOPE OF AGENCY**

- a. Under paragraph 2-17 of the Mortgagee Approval handbook 4060.1 Rev-1, it is quoted that the requirements necessary for operating a Branch Office are concurrent with those of Supreme. Supreme shall pay all operating expenses including, but not limited to office rent (Branch manager to be lessee), phone and fax bills, credit bills, appraisal bills (unless paid at closing) and other similar expenses for the Branch Office from the Branch Operating Account as long as the operating account is in good-standing..
- b. These expenses shall be deducted from the expense account of the Branch Manager in the same manner as described herein under EXPENSE section. Should Branch Manager have furniture or other said assets at the time of entering into an Agreement with Supreme, those assets shall remain the property of the Branch Manager.
- c. Branch Manager shall not have the right to bind Supreme to any contractual obligation or commitment.

- d. Branch Manager and his/her loan agents shall not distribute any advertising material or engage in any telemarketing unless the advertising or telemarketing campaign has first been pre-approved in writing by Supreme. Branch Manager shall not create, use or host any internet web site without first obtaining express written approval of Supreme.

## **6 - CONFIDENTIAL INFORMATION**

Supreme has developed and continues to develop a considerable body of highly valuable, confidential information, the continued confidentiality of which is crucial to its success. Confidential information is defined as Supreme's proprietary information or material, including but not limited to confidential Lender, Branch and Employee lists/rosters, which is not generally known by non-Supreme personnel. Confidential information includes, without limitation, information entrusted to Supreme by others, such as enterprises which supply Supreme, as well as information or material which Branch Manager may learn of, develop, or gain access to as a result of his/her relationship with Supreme and information conceived, originated, discovered or developed in whole or in part by Branch Manager within the scope of his/her association with Supreme. Confidential information as used herein includes, but is not limited to the following types of information and other information of similar nature, whether or not it is reduced to writing, relating to Supreme mortgage loan/home equity business:

- i. Confidential customers lists and information in the form of computer printouts and otherwise containing detailed data regarding customers' names, home addresses, telephone numbers, interest rates, loan balances (both beginning and current), loan numbers, averages, loan status, monthly payment amounts, customer preferences, credit histories, appraisal information, senior mortgage history, status of title, and other identifying customer information.
- ii. Information of the type described above about prospective customers.
- iii. Information regarding Supreme's business methods, including its underwriting criteria and confidential methods and techniques of processing, underwriting and funding real estate loans, including without limitation the use of loan proceeds "payable through" drafts, in-house title capabilities, criteria for field inspections and documents it picked up or delivered to the borrower and internal review.

## **7 - INVENTION/TRADE SECRETS**

Branch Manager hereby represents and warrants that there are no inventions, discoveries or trade secrets owned by him/her relating to the businesses of Supreme which have not been assigned to Supreme and he/she acknowledges that any inventions, discoveries or trade secrets, whether patentable or not, made or found by him/her during his/her association with Supreme will be hereafter acquired by him/her individually or in any capacity are hereby transferred and assigned to Supreme. Nothing in this paragraph shall vest Supreme with ownership of any original material written or developed by Branch Manager solely during his/her leisure hours during the term of Branch Manager's association hereunder without using resources of Supreme, which materially is not related in any manner to, or derived in any manner from, any projects, concepts, facilities or intellectual property of any nature of Supreme.

## **8 - CONFIDENTIAL INFORMATION FOR SUPREME'S BENEFIT**

Branch Manager recognizes and agrees that the ideas developed by the Branch Manager during his/her association with Supreme are developed for the sole benefit of Supreme. All information gathered regarding actual or prospective ideas is the property of Supreme and may not be used by Branch Manager after the termination of this Agreement. Branch Manager acknowledges no knowledge of Supreme's confidential information prior to commencement of his/her relationship with Supreme. If at any time Branch Manager has questions, he/she will ask an officer or designated officer for advice.

The parties hereby stipulate that as between them, the foregoing matters are material or important and confidential and gravely affect the effective and successful conduct of business of Supreme. Further it is agreed that any breach of the paragraph is a material breach of this Agreement.

- a. Definition of Confidential Information: Branch Manager recognizes that Supreme will have information regarding matters such as trade secrets, including but not limited to customer lists, customer credit information, work history, and other vital information which are valuable, special, and unique assets of Supreme. Branch Manager acknowledges that he/she has been informed that it is the policy of Supreme to maintain as secret and confidential all information relating to the following: (a) the systems, products, services, data, materials, products, research records, technology, computer programs, specifications, manuals, business plans, software,

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marketing plans, financial information, discoveries, designs, inventions, pricing and bidding methods, proprietary marketing and proprietary sales techniques, technical processed, information about costs, profits, key personnel, salaries or other rates of pay, and other information disclosed or submitted in writing or by any other media, heretofore and hereafter acquired, developed and/or used by Supreme; (b) the customers, prospective customers who Supreme has contacted, made sales presentations or otherwise specifically solicited, suppliers, vendors and agents of Supreme, records of transactions and other information concerning Supreme's business. The above items shall be included within the scope of confidential information whether prepared by Branch Manager or coming into his/her possession during association hereunder.

- b. Branch Manager has and shall receive confidential information. Branch Manager acknowledges that he/she has been provided with information about Supreme and that the association with Supreme will continue to bring Branch Manager into close contact with confidential affairs of Supreme. Branch Manager acknowledges that, by reason of his/her association with Supreme, Branch Manager will acquire confidential information.
- c. Branch Manager acknowledges the importance of confidential information. Branch Manager acknowledges that all confidential information is of great value to Supreme and essential to Supreme's preservation of the business and the good will of Supreme.
- d. Branch Manager's services are special and unique. Branch Manager recognizes the duties and services to be performed by him/her as an Agent of Supreme are special, unusual, extraordinary and unique, and intellectual in nature.
- e. Branch Manager agrees that Branch Manager will not at any time or in any manner, during or after the term of this contract, either directly or indirectly, divulge, disclose, communicate, disseminate, or use for any purpose other than for Supreme's business purposes or cause or authorize any other party to use for any purpose other than for Supreme's business purposes, any such confidential information, or any other information which he/she knows or should have known, is regarded as confidential and valuable by Supreme (whether or not any of the foregoing information is actually novel or unique) except as otherwise required by law.
- f. Exception to non-disclosure of confidential information and notwithstanding the forgoing, the restrictions contained in this

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provision shall not apply to any confidential information or portion thereof which (a) at the time of disclosure by Branch Manager is generally and readily available to the public other than by an act or omission on the part of the Branch Manager; (b) at the time of the disclosure by Branch Manager has been acquired from or made available to Branch Manager by a third party having the lawful right to disclose such information; (c) Branch Manager is required to disclose pursuant to any state or federal law, rule or regulations or by an applicable judgment, order decree of any court of government body or agency having jurisdiction over such matter. Branch Manager agrees to provide notice to Supreme on the first day Branch Manager is informed of such other actions, as it deems necessary or appropriate.

- g. Return of property. Branch Manager shall not duplicate confidential information furnished in tangible form except for purposes of this Agreement. Upon the request of Supreme, Branch Manager shall return all confidential information received in written or tangible form, including copies or reproductions or other media containing such confidential information within (5) five days or such request.

## **9 - RESTRICTIONS OF USE OF DISCLOSURE**

Except as required by or to fulfill Branch Manager's duties under this Agreement, Branch Manager agrees to hold confidential information in confidence and never, in any fashion, from or manner, directly or indirectly, to use, publish, disseminate, divulge, communicate or otherwise disclose confidential information to any person or firm except in connection with Branch Manager's obligations under the terms of this Agreement, without the prior written consent of Supreme.

## **10 - RETURN OF DOCUMENTS**

Upon termination of the Agreement, Branch Manager will deliver to Supreme all confidential information, including without limitation, customer lists and related documents, whether in the form of hard discs, computer printouts or other tangible form, including all copies thereof in Branch Manager's possession or control, whether prepared by Branch Manager or others. Branch Manager shall retain no copies of any such documents containing confidential information.

## **11 - NO COMPETITIVE ACTIVITIES**

Supreme enjoys a significant competitive advantage by reason of its confidential information. Branch Manager recognizes that Supreme's well being and interests of its shareholders and associates are vitally connected to the development, commercialization and preservation of the confidential information. Branch Manager recognizes that Supreme wishes to protect its legitimate business interests in its confidential information. Branch Manager acknowledges that should a competitor of Supreme acquire any confidential information from the Branch Manager, it would irreparably harm Supreme. For these reasons, Branch Manager agrees that:

- a. During the term of the Agreement, Branch Manager will not plan, organize or engage in any business competitive with any product or service marketed or planned for marketing by Supreme or conspires with others to do so. Branch Manager will not directly or indirectly without pay, own, manage, operate, joins, control, participate in, or be connected as a stockholder, partner, or to otherwise with any business, individual, partner, firm, corporation or other entity which is then in competition with Supreme or any affiliate thereof.
- b. For one (1) year after the date of termination of this Agreement, Branch Manager will not directly or indirectly solicit or cause others to solicit Supreme's Branch Managers competitive business. This shall include, but not limited to loan officers, processors, office staff, bookkeeping, receptionist and any other personnel of Supreme.
- c. For one (1) year after the termination of this Agreement, Branch Manager will not attempt to divert any Supreme business to a competitive business.
- d. During the term of this Agreement and for one (1) year following the termination of this Agreement, Branch Manager shall not, directly or indirectly induce or attempt to induce any of Supreme's Branch Managers to do anything from which Branch Managers are restricted by reason of provisions of this Agreement, nor shall Branch Manager directly or indirectly offer or aid others to offer competitive arrangements to any of Supreme's associates. Without limiting the foregoing or the restriction on use or disclosure of confidential information, Branch Manager shall not, at any time, discuss with persons other than Supreme's associates, in ordinary course of the relationship or other aspects of Supreme's associates.

- e. Branch Manager understands and acknowledges that Supreme utilized substantial time, effort and resources in recruiting its Branch Managers or loan agents. In consideration thereof, Branch Manager agrees that he/she will not, either during his/her association with Supreme or for a period of one (1) year after this contract has terminated, solicit, directly or indirectly, by or through any person or entity, any of Supreme's Branch Managers for a competing business or otherwise induce or attempt to induce directly or indirectly, by or through any person or entity, such Branch Managers to terminate their Agreements with Supreme.

## **12 - NO CONFLICT OF INTEREST**

Branch Manager confirms that he/she is not involved in a situation that may create a conflict of interest, including, but not limited to:

- a. Being connected either directly or indirectly with any business as owner, director, participant, licensee, consultant, shareholder or as the recipient of wages, commissions or other compensations of value, which provides their service to Supreme which is in direct or indirect competition with Supreme or which is a customer of Supreme.
- b. Acquiring directly or indirectly through ownership or lease any property, real estate facilities in which Supreme has an active potential interest.
- c. Within 10 days of execution of this Agreement, transfer LO, Broker and/or Real Estate license unless prohibited by state law.

## **13 - RIGHT TO INJUNCTIVE RELIEF**

Because of the unique and valuable nature of the confidential information, Branch Manager understands and agrees that Supreme will suffer irreparable harm if Branch Manager fails to comply with any of its obligations under this Agreement and that monetary damages will be inadequate to compensate Supreme for such breach. Accordingly, Branch Manager agrees that Supreme will, in addition to any other remedies to it at law or equity, be entitled to injunctive relief to enforce the terms of this Agreement.

## 14 - TERMINATION

Termination with Notice: Either party upon thirty (30) days prior written notice delivered to the other party may terminate this Agreement. During the thirty (30) days following notice of termination and through and including the actual date of termination, Branch Manager agrees not to work for or be in consent with any competitor of Supreme and further agrees to make himself/herself available to aid Supreme in the transaction. Branch Manager shall inform Supreme of his intended new employer.

Termination if Permanently Disabled: The association of Branch Manager hereunder may be terminated by Supreme immediately upon giving the Branch Manager notice if Supreme determines that Branch Manager is permanently disabled and unable to perform the duties required herein.

Termination Upon Death: The association of Branch Manager hereunder shall automatically terminate on the date of the Branch Manager's death and all commissions shall be paid to beneficiary of Branch Manager.

Termination Without Notice: Supreme may terminate this Agreement for "cause" which shall mean the occurrence of any of the following;

- i. Any breach of this Agreement by Branch Manager.
- ii. Failure of Branch Manager to comply with any applicable State or Federal Law, Regulation of the Texas Savings & Loan Department, or any other governing body that enforces mortgage regulatory acts, behavior, or guidelines.
- iii. Conviction of Branch Manager of any crime, other than a minor traffic offense.
- iv. Any constitution, misrepresentation, theft, and/or unprofessional conduct by Branch Manager or misconduct of such nature to constitute grounds for termination for cause under applicable laws.
- v. Branch manager shall have the right to refute any information that he/she feels is incorrect. Supreme shall respond to all such information in a timely manner and render a final decision based on information provided.

If this Agreement is terminated pursuant to this paragraph, Branch Manager shall not be entitled to payment of any compensation or reserve account balance after the date of termination, except commissions already earned (meaning loan has already closed & funded) but not yet paid.

# **SUPREME LENDING**

**MORTGAGE BANKER**

All loan packages to be held on site for three (3) years after close of escrow. File to be delivered to Supreme Lending corporate office at 17290 Preston Rd, Suite 300, Dallas, Texas 75252 or any other designated location given to Branch Manager in written form. All files are to be delivered to Supreme within 48 hours upon termination of Agreement.

## **15 - COMPENSATION UPON TERMINATION**

If this Agreement has been terminated for any reason other than those set forth in the above paragraphs, Branch Manager's compensation as defined in paragraph #4 above, on any loans that he/she has procured shall be paid to Branch Manager upon loan closing, only if collected by Supreme, subject to the following provisions:

Any pending loan transition requiring additional work by a licensee or loan officer, processor or employee of corporate office is exempt from standard compensation upon completion. If Supreme receives a commission on the transaction, Supreme shall determine the portions of service performed by each licensee or loan officer for his/her portion of the commission based on:

- a. If Branch Manager has a loan that funded within thirty (30) calendar days of the date of termination, terminated Branch Manager shall receive 100% of the commission normally due Branch Manager minus any monies owed, absent any breach of this contract.
- b. Notwithstanding any statement in (a) above, if a loan does not close within thirty (30) calendar days of the date of termination; Branch Manager will not be compensated for that loan.
- c. An accounting for all loans in process plus any and all outstanding liabilities generated by Branch Manager will take place as soon as possible after termination notice. Any and all commissions due will be paid, minus any and all liabilities generated by Branch Manager within 90 days.
- d. In the event Supreme advances sums to the Branch Manager from commissions not yet earned, Branch manager shall pay to Supreme, on demand, the sum of advances or Supreme may deduct such advances from commissions otherwise payable to Branch Manager.

## **16 - FURTHER ASSURANCES**

Branch Manager agrees to execute and deliver such other documents and take other action as may be necessary to more effectively consummate the purposes and subject matter of this Agreement.

**17 - MODIFICATION OF AGREEMENT**

This Agreement may be amended, modified, superseded, canceled, renewed, or extended and only a written instrument executed and signed by both parties hereto or, in the case of waiver, by the party waiving compliance, hereof may waive the terms or covenants.

**18 - BRANCH MANAGERS REPRESENTATION**

Branch Manager represents that he/she has full authority to enter into this Agreement and is not under any contractual restraint that would prohibit him/her from satisfactorily performing his/her duties to Supreme hereunder. Branch Manager agrees to indemnify and hold harmless Supreme, its officers, directors and shareholders from any and all losses, liabilities, damages or costs, including reasonable attorney's fees, arising out of breach of any of the representations, warranties and covenants of Branch Manager set forth in this entire Agreement.

Supreme's waiver or failure to enforce any violation or provision of this Agreement shall not constitute a waiver of its rights hereunder with respect to any other violation or provision of this Agreement.

The failure of Supreme or Branch Manager to seek redress for violation of, or to insist upon the strict performance of any covenant or conditions of this Agreement, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation.

**19 - NOTICES**

All notices and other communication hereunder shall be in writing and shall be deemed given if delivered personally or mailed by either registered mail or certified mail, return receipt requested, to the parties hereto at the addresses listed herein or at such other address for a party as shall be specified by notice given pursuant hereto ("Notice").

**20 - APPLICABLE LAW**

This Agreement is made and entered into the State of Texas and shall in all respects be interpreted, enforced, and governed under the laws of the State of Texas.

**21 - SURVIVAL**

All rights of Supreme and Branch Manager pursuant to this Agreement shall survive any termination.

**22 - INTEGRATION**

This Agreement expresses the entire agreement between Branch Manager and Supreme with respect to its subject matter. The rights and obligations of the parties hereto shall bind and inure to the benefit of any and all successors of Supreme by reorganization, merger or consolidations and any assignee of all or substantially all of its business and properties. Except as to any such successor or assignee of Supreme, neither this Agreement nor any rights or benefits hereunder may be assigned by Supreme or Branch Manager.

**23 - SEVERABILITY**

In the event that a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable then such provisions or portion thereof shall be considered separate and apart from the remainder of this Agreement which shall remain in full force and effect. In the event that any provision is held to be over-broad as written, such provisions shall be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and enforced as amended.

**24 - HEADING OR GENDER**

The section headings in the Agreement are intended solely for convenience of reference and shall not in any way or manner amplify, limit, modify or otherwise affect the interpretations of any provision of this Agreement and the masculine or neuter gender and the singular or plural number shall be deemed to include the other gender or number whenever the context so indicates or requires.

**25 - ARBITRATION**

In the event of any dispute or claim regarding the interpretation, enforcement or breach of this Agreement or any terms, conditions, or warranties, Supreme and Branch Manager agree to submit such dispute or claim to the American Arbitration Association. Supreme and Branch

# **SUPREME LENDING**

**MORTGAGE BANKER**

Manager agree to equally share the cost of arbitration until a decision is rendered by the Arbitrator. Supreme and Branch Manager agree to bear their own Attorney's fees and expenses until a decision is rendered by the Arbitrator. In the event of such a dispute, the prevailing party shall be entitled to Attorney's fee, expenses, costs, and necessary disbursements in addition to any other relief to which the party may be entitled. The decision of the Arbitrator shall be binding on all parties and enforceable to any court of competent jurisdictions. Supreme and Branch Manager agree that Dallas County Superior Court will retain such jurisdictions. Arbitration hearings will be held in Dallas County, Texas. The provision of Texas Code of Civil procedure will apply to any arbitration.

The Arbitrator shall apply Texas law to the merits of any dispute or claim, without reference to conflicts of law or rules. Branch Manager and Supreme consent to the personal jurisdiction of the state and federal courts located in Dallas, Texas for any purpose or any action or proceeding arising from or relating to this Agreement or relating to any arbitration under which parties participate.

EACH PARTY HAS READ AND UNDERSTANDS THIS PARAGRAPH THAT DISCUSSES ARBITRATION. EACH PARTY HERTO UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, SUCH PARTY AGREES TO SUBMIT ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATIONS THEREOF, TO BINDING ARBITRATION, EXCEPT AS OTHERWISE INDICATED, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF SUCH PARTY'S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO THIS AGREEMENT.

## **26 - EMPLOYEE**

Branch Manager will be treated as an employee of Supreme for state and federal tax purposes.

Branch Manager hereby agrees to hold Everett Financial Inc., dba Supreme Lending harmless for any losses, claims, liabilities, lawsuit's etc. incurred by the individual (signor) prior to becoming an employee of Supreme Lending.



**27 - ENTIRE CONTRACT**

This Agreement contains the entire Agreement of Supreme and Branch Manager and there are no other promises or conditions or any other Agreements, written or oral. This Agreement supersedes any prior written or oral agreements between Supreme and Branch Manager. Amendments to this Agreement must be made in writing and signed by Supreme and Branch Manager to be binding on either party, and are renewable annually.

**IN WITNESS WHEREOF**, the parties hereto executed this Agreement as of the day and year first written below.

By:	_____	Supreme Lending
Signed:	_____	Signed: _____
Date:	_____	Date: _____
Address:	_____	Address: <u>17290 Preston Rd Suite 300</u> <u>Dallas, TX 75252</u>

**ADDENDUM TO THE MANAGEMENT AGREEMENT**

1. All Branch Managers must have a minimum of one (1) year verifiable FHA origination experience prior to receiving a HUD identification for the branch to facilitate FHA origination.
  - a. The Branch Manager and staff may attend a certified FHA origination class acceptable to Supreme Lending in place of the one year experience requirement.
2. The Branch Manager must obtain and occupy a commercial office space within sixty (60) days of this Agreement. The following requirements must be met in accordance with HUD guidelines within the sixty (60) day period.
  - a. The office must display Supreme Lending signage at the entry point.
  - b. The office must be for the specific use of Supreme Lending and may not share space / signage with any other business.
  - c. Phone and facsimile lines must be listed as Supreme Lending and answered / displayed accordingly.
  - d. All applicable employment signage required by state and federal law must be displayed in the common area for branch employees.
  - e. All required state, federal, HUD and local licensing / certifications must be displayed as prescribed by law.
3. The following accounts payable must be paid by the corporate office:
  - a. Rent
  - b. Phone and data lines
  - c. Credit reports
  - d. Appraisals that are not paid at closing by a title company or paid outside of closing by borrower.
4. Each Branch Office will produce a cumulative minimum of five (5) transactions per month following the ninetieth (90<sup>th</sup>) day of the commencement of this Agreement.
5. Professional licenses not required by applicable law will be inactivated or surrendered with thirty days from the commencement of this agreement. (Real estate, loan broker/officer)
6. The Branch Manager will obtain automated underwriting ability (DO/LP) and credit reporting accounts within thirty (30) days following the commencement of this agreement.
7. The Branch Office will download, install and utilize the Ellie Mae Encompass Software provided by the corporate office within thirty (30) days from the commencement of this Agreement. This is to include attendance in the provided training.
  - a. Branch Office will pay a one time user support fee of \$60.00 per user.
  - b. Branch Office will pay a monthly maintenance fee of \$10.00 per user per month.

**SUPREME  LENDING**  
**MORTGAGE BANKER**

8. All employees of the branch will be compensated using a W-2 schedule of compensation as prescribed by the Internal Revenue Service. No compensation shall be paid from any source other than the corporate offices of Supreme Lending.
9. Branch Office will not utilize any unlicensed software. This would include copies of software in which additional licensing was not purchased. Copies of software licenses will be provided to the corporate office upon request.
10. The Branch Manager will be charged a \$350 per month for accounting services.

The following items are agreed to by the Branch Manager and are mandatory to retain active status within the allotted times prescribed. Any exception to these policies must be made in writing by a member of the Supreme Lending corporate management. The Branch Manager acknowledges that non-compliance with all items above will result in the immediate termination of the branch.

\_\_\_\_\_  
Branch Manager Signature

\_\_\_\_\_  
Date

Initial \_\_\_\_\_

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## **LOAN FRAUD – ZERO TOLERANCE**

All Branch Managers must be aware that the Branch Manager bears the responsibility for all actions of his or her employees or agents. The Manager is responsible for the content and quality of each application taken and each loan submitted to Supreme Lending or any Approved Wholesale Company.

### **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, appraisals, deposit and asset information, personal information including identity, ownership/non-ownership of real property, etc.
2. Forgery of partially or predominantly inaccurate information
3. Incorrect statements regarding current occupancy or intent to maintain continuing occupancy as stated in the security instrument.
4. Lack of due diligence by Branch Manager/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, which 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 on multiple properties, or from one applicant supplying different information on each application.
  - b. Allowing an applicant or interested third party to "assist" with the processing of the loan.
  - c. Branch Manager's non-disclosure of relevant information or acting beyond the scope of Branch Manager's license.

#### **CONSEQUENCES**

The effects of "Loan Fraud" are costly to all parties involved. Branch Managers must stand behind the quality of their loan production. Fraudulent loans cannot be sold into the secondary market and if sold, will require repurchase by end Investor. Fraudulent loans damage Supreme Lending's reputation with its 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 potential consequences that might be incurred under the Agreement.

#### **CONSEQUENCES TO BRANCH MANAGER/LOAN OFFICER/PROCESSOR**

1. Criminal prosecution
2. Termination from Supreme Lending
3. Civil action by Supreme Lending or Wholesale Lender
4. Civil action by applicant/borrower or other parties to the transaction
5. Repurchase of the mortgage loan by the Branch Manager at current principal balance along with accrued interest and return of any loan premiums paid to the Branch Manager.
6. Submittal to all Exclusionary lists including but not limited to: Freddie Mac, Fannie Mae, HUD etc.



**CONSEQUENCES TO THE BORROWER**

1. Acceleration of debt. FNMA/FHLMC Deed of Trust states: "Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information with the loan evidenced by the Note, including, but not limited to, representations concerning Borrowers' occupancy of the Property as principal residence" NOTE: Foreclosure under this section of the Deed of Trust does not require the Borrower be in "payment default". As such, the Borrowers will not have the benefit of reinstatement. In order to cure the default, the Borrower must pay-off the loan in full prior to the sale date of the property.
2. Criminal prosecution
3. Civil action by Supreme Lending or the Wholesale Lender
4. Civil action by other parties to transaction, such as Seller or other third party.
5. Employment termination
6. Loss of professional license, if any
7. Adverse effect on credit history.

I have read the foregoing and understand SUPREME LENDING'S position on "Loan Fraud" and acknowledge it's incorporation into this agreement.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Initial \_\_\_\_\_



## SUB-LEASE AGREEMENT

This Agreement confirms that Everett Financial, Inc. dba Supreme Lending will be responsible for payment of all the rental charges as defined in the Lease Agreement between \_\_\_\_\_ (Landlord) and \_\_\_\_\_ (Branch Manager), an individual, Tenant. Supreme Lending's responsibility to pay the rental charges is on a month to month basis and Supreme Lending reserves the right to cancel its rental payment obligation without notice.

The monthly rental billings will be sent to \_\_\_\_\_ (Branch Manager) and will be responsible for sending the monthly statement to Supreme Lending for payment. If a monthly billing is not sent to the Branch Manager, Supreme Lending will automatically pay the required amount. The required monthly rental amount for this location is \$\_\_\_\_\_. The mailing address for monthly lease payment: \_\_\_\_\_.

Please indicate your acceptance by signing below.

BY: _____	Company: Supreme Lending
Please Print	
Signature: _____	Signature: _____
Date: _____	Date: _____
Address: _____	Address: 17290 Preston Rd, Suite 300
_____	Dallas, TX 75252



## CONFIDENTIALITY, INVENTIONS AND NON-SOLICITATION AGREEMENT

THIS CONFIDENTIALITY, INVENTIONS AND NON-SOLICITATION (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2010 between Everett Financial Inc. DBA: Supreme Lending, ("Employer") and \_\_\_\_\_ ("Employee").

Employer requires all employees to enter into agreements such as this one as a prerequisite for continued employment with Employer.

In consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Confidential Information.** Employee recognizes and acknowledges that he or she will have access to confidential information of Employer ("Confidential Information"), including, without limitation, customer information, lists of suppliers and costs, information regarding proposals, designs, concepts, sales figures and other information concerning the business and operations of Employer and other proprietary data or information, that is valuable, special and a unique asset of Employer. In addition, Employee will have access to similar Confidential Information of Employer's customers. Employee agrees not to disclose such Confidential Information, except as may be necessary in the performance of his or her duties, to any person, firm, corporation, association or entity, nor use such Confidential Information in any way, either during the term of his or her employment or at any time thereafter, until he or she has received the written consent of Employer or until such Confidential Information becomes public knowledge through no wrongful act of Employee. Employee shall take such protective measures as are reasonably necessary to preserve the confidentiality of such Confidential Information, and exercise his or her best efforts to prevent unauthorized parties from gaining access thereto.

Nothing contained in this Agreement shall be construed as a grant of any right or license or an offer to grant any rights or licenses with respect to such Confidential Information, or any portion thereof, except as expressly set forth herein.

Employee understands and agrees that any drawings, sketches, designs, manuals, files, records, equipment and other documents and any other materials containing any Confidential Information, whether furnished to Employee by Employer or Employer's customers or prepared by Employee in connection with his or her employment, is and shall remain the sole property of Employer (or the customer, as the case may be) and is subject to the obligations of confidentiality and non-use set forth herein, and shall be promptly delivered to Employer upon its request, or upon the termination of employment, together with any and all copies thereof.

- 2. Inventions.** It is understood and agreed that any and materials developed by Employee in connection with his or her employment, either previously or in the future, shall be the sole property of Employer, and -that Employee shall have no tangible or intangible rights therein.

Without limitation of the foregoing, it is further understood and agreed that any and all inventions, discoveries, developments and improvements made or acquired by Employee pursuant to his or her employment, or any information related thereto, shall be the exclusive property of Employer. Employee shall promptly report the making of all such inventions, discoveries, developments and improvements to Employer, and Employee agrees to execute any and all documents necessary for the vesting or protection of Employers interests in said inventions, discoveries, developments and improvements, including the execution of written assignments thereof to Employer, and to assist Employer, at Employer's expense, in the making and prosecution of any and all intellectual property applications relating thereto.

Employer shall acquire the ownership of all originals and copies of documents, drawings, disks, tapes and other media or works prepared by Employee pursuant to his or her employment from the time of their creation, together with the copyright and all other intangible rights in all works embodied therein. Employee agrees to execute any and all documents necessary for the vesting or protection of Employer's interests in said materials and the copyright and other intangible rights embodied therein, including the execution of written assignments thereof to Employer, and to assist Employer, at Employer's expense, in the making and prosecution of any and all copyright applications relating thereto.

Employee hereby appoints Employer as his or her attorney-in-fact to execute on his or her behalf any assignments or other documents deemed necessary by Employer to protect or perfect its rights to any items described above.

Employee's obligations under this Section 2 shall inure to the benefit of Employer and its successors and assigns and shall survive the expiration of the term of this Agreement for such time as may be necessary to protect the proprietary rights of Employer in the items described above.

Employee acknowledges that any copyrightable contributions made by Employee to the items described above were prepared by the Employee within the scope of his or her employment by Employer within the meaning of 17 U.S.c. § 101. In no way limiting the foregoing, Employee agrees that portions of the items described above developed by Employee for Employer constitute contributions to one or more collective works and that the Employee and Employer agree for purposes of 17 U.S.c. § 101 that such portions constitute works made for hire.

**3. Non-Solicitation.**

- a. Associations with Co-Workers.** Employee agrees that during his or her retention and for two (2) years following the termination of his or her employment for any reason, neither he or she nor his or her affiliates will, by himself or herself or by acting in concert with others, employ or solicit or attempt to employ or solicit for any employment any of Employer's current or former employees. Employee and his or her affiliates will not, either directly or indirectly or by acting in concert with others, seek to induce or influence any employee to leave Employer's employment.
- b. Solicitation of Customers.** Employee agrees that during his or her retention and for two (2) years following the termination of his or her employment for any reason, neither he, she nor his or her affiliates will, by himself or herself or by acting in concert with others, solicit any of Employer's customers or prospective customers existing as of the date of termination or take any other action to divert business from Employer or influence any vendor, supplier, customer or potential customer of Employer to cease doing business with Employer.

**4. Inconsistent Obligations.** Employee represents and warrants that he or she has not previously assumed any obligations inconsistent with those of this Agreement. Without limitation of the foregoing, Employee represents that he or she has left any previous employers in good faith and shall abide by any and all confidentiality or similar agreements previously entered into with said persons. Employee shall return to any previous employer all assets of every kind belonging to such employer, including files, records, documents, cost and pricing information, sales figures, projections or estimates and customer lists. Employee further agrees not to divulge to Employer or to any of Employer's clients any confidential, proprietary or trade secrets of any of Employee's previous employers.

**5. Acknowledgements Regarding Other Covenants.** With regard to the covenants set forth herein, Employee acknowledges and agrees that:

- a.** The restrictions set forth above are ancillary to an otherwise enforceable agreement, including the provisions of this Agreement regarding the disclosure, ownership and use of Confidential Information of Employer;
- b.** The limitations as to time, geographical area, and scope of activity to be restrained by Section 3 are reasonable and acceptable to the Employee, and do not impose any greater restraint than is reasonably necessary to protect the goodwill and other business interests of Employer;

- c. The performance by the Employee of the covenants and agreements contained herein, and the enforcement by Employer of the provisions contained herein, will cause no undue hardship on the Employee;
- d. The time period covered by the restrictive covenants contained in this Agreement will not include any period(s) of violation of any restrictive covenant or any period(s) of time required for litigation brought by Employer to enforce any covenant or in which Employee is in violation of his promises contained in Section 3. The extension of time provided in this Section 5( d) will not exceed two (2) years.

**6. Covenants Are Independent Elements.** The parties acknowledge that the restrictive covenants contained in Section 3 of this Agreement are essential independent elements of this Agreement and that, but for Employee agreeing to comply with them, Employer would not continue to employ Employee. Accordingly, the existence or assertion of any claim by Employee against Employer, whether based on this Agreement or otherwise, shall not operate as a defense to Employer' enforcement of the restrictive covenants of this Agreement. An alleged or actual breach of the Agreement by Employer will not be a defense to enforcement of the provisions of Section 3 or other obligations of Employee to Employer. The covenants in this Agreement will remain in full force and effect whether Employee is terminated by Employer or voluntarily resigns.

**7. Promises Regarding Confidential Information and Goodwill.**

- a. In consideration of Employee's promises contained in this Agreement, including the Employee's promise not to disclose Confidential Information, as set forth in more detail in Section 1, Employer, immediately upon the execution of this Agreement and during the term of Employee's employment, will provide Employee with Confidential Information immediately upon the execution of this Agreement.
- b. In further consideration of Employee's promises contained in this Agreement, Employer, during the term of Employee's employment, will reimburse Employee for business expenses incurred in the execution of duties, subject to the reasonable approval of Employer. Submission of business expenses for reimbursement will be in accordance with Employer's regularly established procedures and must conform to the requirements adopted under the Internal Revenue Code.



- 11. Entirety and Amendments.** This instrument and the instruments referred to herein embody the entire agreement between the parties, supersede all prior agreements and understandings, if any, relating to the subject matter hereof, and may be amended only by an instrument in writing executed by all parties, and supplemented only by documents delivered or to be delivered in accordance with the express terms hereof.
- 12. Remedies for Breach of Agreement.** Employee acknowledges that Employee's breach of any restrictive covenant contained in Sections I through 3 of this Agreement will result in irreparable injury to Employer and that Employer's remedies at law for such a breach will be inadequate. Accordingly, Employee agrees and consents that Employer, in addition to all other remedies available at law and in equity, shall be entitled to both preliminary and permanent injunctions to prevent and/or halt a breach or threatened breach by Employee of any restrictive covenant contained herein. Employee agrees not to bring or institute an action for declaratory judgment concerning the enforceability of any section of this Agreement.
- 13. Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the parties hereto and any successors in interest to Employer, but neither this Agreement nor any rights hereunder may be assigned by Employee except in the case of the death of Employee.
- 14. Governing Law and Venue.** This contract, the entire relationship of the parties hereto, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of Texas, without giving effect to its choice of laws principles. This contract is wholly performable in Dallas, Texas. Exclusive venue for any litigation between the parties hereto shall be in Dallas, Texas, and shall be brought in the State District Courts of Dallas, Texas. The parties hereto waive any challenge to personal jurisdiction or venue (including without limitation a challenge based on inconvenience) in Dallas Texas, and specifically consent to the jurisdiction of the State District Courts of Dallas and the United States District Court for Dallas, Texas.
- 15. Cumulative Remedies.** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
- 16. Multiple Counterparts.** This Agreement may be executed in a number of Identical counterparts, each of which constitute collectively, one agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart.



**17. Descriptive Headings.** The headings, captions and arrangements used in this Agreement are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Agreement, nor affect the meaning hereof.

To evidence the binding effect of the covenants and agreements described above, the parties hereto have executed this Agreement effective as of the date first above written.

Employer:

Everett Financial Inc., dba Supreme Lending

By: Scott Everett

Its: President

Employee:

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## SUPREME LENDING BRANCH SERVICE AGREEMENT

INSTRUCTIONS: Thank you for completing our branch service agreement. The agreement is negotiated between A-1 Closing Services, LTD. (Vendor) and each Supreme Lending branch (Client) with whom A-1 will contract to provide appraisal services. Please complete this agreement and fax it back to: 972-380-3911 or email: [valgroup@A1closing.com](mailto:valgroup@A1closing.com).

Supreme Lending Branch Number/Address: \_\_\_\_\_

Branch Website: \_\_\_\_\_

I understand and agree that any appraisal services ordered by or on behalf of my branch will be charged to my branch P&L by Supreme's corporate accounting department

Yes  No

I understand that payment for appraisal services will be paid in full without regard to resolution status of the loan or appraised value of the property appraised.

Yes  No

I understand that Vendor will not be responsible for collection of any appraisal funds from the borrower and that branch will be solely responsible for full payment of appraisal fees. Uncollectable fees will be charged to my branch P&L by Supreme Lending's corporate accounting department.

Yes  No

I understand that HVCC regulation requires that neither I nor my staff have any substantive or value related communications with the appraiser by Vendor to perform appraisal services. Should such correspondence be discovered, Vendor must report said conduct to the IVPI (Independent Valuation Protection Institute). Such correspondence may be cause for termination of employment with Supreme Lending.

Yes  No

I am in receipt of a copy of Vendor's Appraisal Fee Schedule and I agree to said Appraisal Fee Schedule. Fee Schedule may change from time to time with at least 30-days notice.

Yes  No

I am in receipt of a copy of Vendor's "Request for Consideration of Additional Data" Form and I agree to direct all appraisal related issues to Vendor in accordance with said Form.

Yes  No

Completed by (printed name): \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## SAFE ACT Requirements

- Please complete the following Branch License Profile
- Please answer the following disclosure questions – *completed by all Loan Officers, Branch Managers and contract Processors and Underwriters*
- Please grant company access to your NMLS Record\*
  - Log In to NMLS
  - Go to Filing Tab
  - Select *Company Access* link
  - Select Add button
  - Search by ID for 2129 – Everett Financial Inc
  - Check the box next to Everett Financial Inc and save
- Standards set forth in the SAFE Act include:
  - Register on NMLS by filing an MU4 Individual Record
  - Complete a minimum of 20 hours of Pre-Licensing Education
  - Achieve a passing score on a National and State Licensing Exam
  - Complete a Criminal Background Check
  - Authorize regulators to pull a Credit Report
  - Additional Jurisdiction Specific Requirements may apply
  - A minimum of 8 hours of continuing education is required for annual renewals

\*Note: Granting company access to your record does not change your employment information or license sponsorship. Removing company access will trigger a notification.



### Branch License Profile

Please indicate below the jurisdiction(s) in which you currently have, have previously held or would like to obtain or surrender a license.

Date: \_\_\_\_\_

Branch# \_\_\_\_\_

Branch Manager: \_\_\_\_\_  
(Print Name)

**Enter appropriate number in the box for each jurisdiction:**

- Enter "1" if you are **newly applying** in that *jurisdiction* as a mortgage individual.
- Enter "2" if you have a **pending application** in that *jurisdiction* as a mortgage individual.
- Enter "3" if you are **already licensed/registered** in that *jurisdiction* as a mortgage individual.
- Enter "4" if you are **surrendering/canceling** in that *jurisdiction* as a mortgage individual.
- Enter "5" if you were **formerly licensed/registered** in that *jurisdiction* as a mortgage individual.

Alabama		Georgia		Maryland		New Mexico		South Dakota	
Alaska		Guam		Massachusetts		New York		Tennessee	
Arizona		Hawaii		Michigan		North Carolina		Texas – OCCC	
Arkansas		Idaho		Minnesota		North Dakota		Texas – SML	
California – DOC		Illinois		Mississippi		Ohio		Utah	
California – DRE		Indiana		Missouri		Oklahoma		Vermont	
Colorado		Iowa		Montana		Oregon		Virginia	
Connecticut		Kansas		Nebraska		Pennsylvania		Washington	
Delaware		Kentucky		Nevada		Puerto Rico		West Virginia	
District of Columbia		Louisiana		New Hampshire		Rhode Island		Wisconsin	
Florida		Maine		New Jersey		South Carolina		Wyoming	



NMLS DISCLOSURE QUESTIONS

Applicant Full Legal Name: \_\_\_\_\_ NMLS ID #: \_\_\_\_\_

<p><b>Other Business:</b> Are you currently engaged in any other business either as a proprietor, partner, officer, director, employee, trustee, agent or otherwise? Please exclude non-<i>financial services-related</i> activity that is exclusively charitable, civic, religious, or fraternal and is recognized as tax exempt. If “yes”, provide the following details: the name of the other business; whether the business is <i>financial services-related</i>; the address of the other business; the nature of the other business; your position, title, or relationship with the other business; the start date of your relationship; the approximate number of hours/month you devote to the other business; and briefly describe your duties relating to the other business. (Attach additional sheets as needed.)</p> <p><b>Business Name:</b></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>Disclosures:</b> If the answer to any of the following is “YES”, please be prepared to provide complete details of all events or proceedings in an attachment. You will be contacted by someone from Human Resources to procure this information. Refer to the explanation of terms section of the instructions for explanations of italicized terms including, as applicable, name and location of court, docket/case number, and status and summary of event or <i>proceeding</i>.</p>	
<p><b>Financial Disclosure</b></p>	
<p>A. Within the <u>past ten years</u>:</p> <p>1. Have you filed a personal bankruptcy petition or been the subject of an involuntary bankruptcy petition?</p> <p>2. Based upon events that occurred while you exercised <i>control</i> over <u>any</u> organization, have <u>any</u> filed a bankruptcy petition or been the subject of an involuntary bankruptcy petition?</p> <p>B. Has a bonding company <u>ever</u> denied, paid out on, or revoked a bond for you?</p> <p>C. Do you have <u>any</u> unsatisfied judgments or liens against you?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>Criminal Disclosure</b></p>	
<p>D.</p> <p>1. Have you ever been convicted of or pled guilty or nolo contendere (“no contest”) in a domestic, foreign, or military court to <u>any felony</u>?</p> <p>2. Are there pending charges against you for <u>any felony</u>?</p> <p>E. Based upon activities that occurred while you exercised <i>control</i> over an organization:</p> <p>1. Has any organization ever been convicted of or pled guilty or nolo contendere (“no contest”) in a domestic, foreign, or military court to <u>any felony</u>?</p> <p>2. Are there pending charges against any organizations for <u>any felony</u>?</p> <p>F.</p> <p>1. Have you ever been convicted of or pled guilty or nolo contendere (“no contest”) in a domestic, foreign, or military court to committing or conspiring to commit a <i>misdemeanor involving</i>:(i) <i>financial services</i> or a <i>financial services-related</i> business; (ii) fraud, (iii) false statements or omissions, (iv) any theft or wrongful taking of property, (v) bribery, (vi) perjury, (vii) forgery, (viii) counterfeiting, or (ix) extortion?</p> <p>2. Are there pending charges against you for a <i>misdemeanor</i> specified in F(1)?</p> <p>G. Based upon activities that occurred while you exercised <i>control</i> over an organization:</p> <p>1. Has any organization ever been convicted of or pled guilty or nolo contendere (“no contest”) in a domestic, foreign, or military court to a <i>misdemeanor</i> specified in F(1)?</p> <p>2. Are there pending charges against any organizations for any <i>misdemeanor</i> specified in F(1)?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

# SUPREME LENDING

MORTGAGE BANKER

<b>Regulatory Action Disclosure</b>	
H. Has any State or federal regulatory agency or foreign financial regulatory authority ever:	
1. Found you to have made a false statement or omission or been dishonest, unfair or unethical?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Found you to have been involved in a violation of a financial services-related regulation(s) or statute(s)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Found you to have been a cause of a financial services-related business having its authorization to do business denied, suspended, revoked or restricted?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Entered an order against you in connection with a financial services-related activity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Revoked your registration or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Denied or suspended your registration or license, disciplined you, or otherwise by order, prevented you from associating with a financial services-related business or restricted your activities?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Barred you from association with an entity regulated by such commission, authority, agency, or officer, or from engaging in a financial services-related business?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Issued a final order based on violations of any law or regulations that prohibit fraudulent, manipulative, or deceptive conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
I. Have you ever had an authorization to act as an attorney, accountant, or State or federal contractor that was revoked or suspended?	<input type="checkbox"/> Yes <input type="checkbox"/> No
J. Are you now the subject of any regulatory proceeding that could result in a "yes" answer to any part of (H) or (I)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Civil Judicial Disclosure</b>	
K.	
1. Has <u>any</u> domestic or foreign court <u>ever</u> :	
a. <i>Enjoined</i> you in connection with <u>any</u> <i>financial services-related</i> activity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. <i>Found</i> that you were <i>involved</i> in a violation of <u>any</u> <i>financial services-related</i> statute(s) or regulation(s)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. Dismissed, pursuant to a settlement agreement, a <i>financial services-related</i> civil action brought against you by a State, federal, or <i>foreign financial regulatory authority</i> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are you named in <u>any</u> pending <i>financial services-related</i> civil action that could result in a "yes" answer to <u>any</u> part of K(1)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Customer Arbitration/Civil Litigation Disclosure</b>	
L. Have you ever been named as a respondent/defendant in a financial services-related consumer-initiated arbitration or civil litigation which:	
1. Is still pending; or	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Resulted in an arbitration award or civil judgment against you, regardless of amount, or that required corrective action; or	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Was settled for any amount?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Termination Disclosure</b>	
M. Have you ever voluntarily resigned, been discharged, or permitted to resign after allegations were made that accused you of:	
1. Violating statute(s), regulation(s), rule(s), or industry standards of conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Fraud, dishonesty, theft, or the wrongful taking of property?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_


**SUPREME LENDING**  
 MORTGAGE BANKER

**GENERAL TERMS**

<b>APPLICANT</b>	The individual applying on or amending information on this form.
<b>CONTROL</b>	The power, directly or indirectly, to direct the management or policies of a company, whether through ownership of securities, by contract, or otherwise. Any <i>person</i> that (i) is a general partner or executive officer, including Chief Executive, Chief Financial Officer, Chief Operations Officer, Chief legal Officer, Chief Credit Officer, Chief Compliance Officer, Director, and individuals occupying similar positions or performing similar functions; (ii) directly or indirectly has the right to vote 10% or more of a class of a voting security or has the power to sell or direct the sale of 10% or more of a class of voting securities; or (iii) in the case of a partnership, has the right to receive upon dissolution, or has contributed, 10% or more of the capital, is presumed to control that company.
<b>JURISDICTION</b>	A state, the District of Columbia, the Commonwealth of Puerto Rico, any territory of the United States, or any subdivision or regulatory body thereof.
<b>PERSON</b>	An individual, partnership, corporation, trust, or other organization.
<b>CHARGED</b>	Being accused of a crime in a formal complaint, information, or indictment (or equivalent formal charge).
<b>ENJOINED</b>	Includes being subject to a mandatory injunction, prohibitory injunction, preliminary injunction, or a temporary restraining order.
<b>FELONY</b>	For <i>jurisdictions</i> that do not differentiate between a <i>felony</i> and a <i>misdemeanor</i> , a <i>felony</i> is an offense punishable by a sentence of at least one year imprisonment and/or a fine of at least \$1,000. The term also includes a general court martial.
<b>FINANCIAL SERVICES OR FINANCIAL SERVICES RELATED</b>	Pertaining to securities, commodities, banking, insurance, consumer lending, or real estate (including, but not limited to; acting as or being associated with a bank or savings association, credit union, Farm Credit System institution, mortgage lender, mortgage broker, real estate salesperson or agent, appraiser, closing agent, title company, or escrow agent).
<b>FOREIGN FINANCIAL REGULATORY AUTHORITY</b>	Includes (1) a <i>financial services</i> authority of a foreign country; (2) other governmental body empowered by a foreign government to administer or enforce its laws relating to the regulation of <i>financial services</i> or <i>financial services-related</i> activities; and (3) a foreign membership organization, a function of which is to regulate the participation of its members in <i>financial services</i> activities listed above.
<b>FOUND</b>	Includes adverse final actions, including consent decrees in which the respondent has neither admitted nor denied the findings, but does not include agreements, deficiency letters, examination reports, memoranda of understanding, letters of caution, admonishments, and similar informal resolutions of matters.
<b>INVOLVED</b>	Doing an act or omission or aiding, abetting, counseling, commanding, inducing, conspiring with or failing reasonably to supervise another in doing an act or omission.
<b>MISDEMEANOR</b>	For <i>jurisdictions</i> that do not differentiate between a <i>felony</i> and a <i>misdemeanor</i> , a <i>misdemeanor</i> is an offense punishable by a sentence of less than one year imprisonment and/or a fine of less than \$1,000. The term also includes a special court martial.
<b>ORDER</b>	A written directive issued pursuant to statutory authority and procedures, including orders of denial, suspension, or revocation; does not include special stipulations, undertakings or agreements relating to payments, limitations on activity or other restrictions unless they are included in an <i>order</i> .
<b>PROCEEDING</b>	Includes a formal administrative or civil action initiated by a governmental agency, self-regulatory organization or a <i>foreign financial regulatory authority</i> ; a <i>felony</i> criminal indictment or information (or equivalent formal charge); or a <i>misdemeanor</i> criminal information (or equivalent formal charge). The term does not include other civil litigation, investigations, or arrests or similar charges affected in the absence of a formal criminal indictment or information (or equivalent formal charge).



## CLIENT ACCOUNT SETUP FORM

Company Name: _____		
Branch Name:	Supreme Lending	
Address: _____		
City: _____	State: _____	Zip: _____
Cost Center or Branch Code #: _____		
Branch Type (circle one):      Wholesale / Retail / Correspondent / Other		

<u>Branch Invoicing Information</u>		
Invoicing Contact: _____		
Invoicing Contact Phone: _____		
Invoicing Contact Fax: _____		
Invoicing Contact Email: _____		
Invoicing Address:                      17290 Preston Road, Ste 300		
City:      Dallas	State:      TX	Zip:      75252
Invoicing Method (circle one):      Emailed / Faxed / Other: _____		

<b>*****Authorized Branch Account Users*****</b> <i>(Full Name, Email, Phone &amp; Fax MUST be included)</i>			
Branch Manager: _____	Manager Rights?	Yes / No	
P: _____ F: _____	Email: _____		
Name: _____	Manager Rights?	Yes / No	
P: _____ F: _____	Email: _____		
Name: _____	Manager Rights?	Yes / No	
P: _____ F: _____	Email: _____		
Name: _____	Manager Rights?	Yes / No	
P: _____ F: _____	Email: _____		

PLEASE FAX THIS COMPLETED FORM TO (817) 263-3258.  
 QUESTIONS? CALL (888) 749-4411