



South State Bank Third Party Originator Application

Please complete and sign the Third Party Originator Application and Agreement. For each applicable item from the list below, please provide the documentation and/or information requested. A complete application and supporting documentation will ensure a faster turn-around time.

Please include the following items:

Application

Third Party Originator Agreement and all Exhibits

Broker and/or Correspondent Addendum

Affiliated Business Questionnaire and Certification

Corporate Resolution

IRS Form W-9

Authorization/Release for Business and Individuals

VA Sponsorship Form (if applicable)

Quality Control Plan

Resumes on Principals and Key Operation Staff (Banks – Mortgage Department Resumes Only)

Most recent financial statements (Non-Depository Institutions Only)

LDP/GSA checked for all employees

Surety Bond



Institution Information

Company Name: _____
DBA (if applicable): _____
Address: _____
Phone: _____ Fax: _____
Website Address: _____
Federal Tax ID #: _____ State of Incorporation: _____
Institution Type: Individual/Sole Proprietor Partnership/LLC Corporation/S-Corp
Company NMLS #: _____
FNMA ID #: _____ FHLMC ID #: _____
FHA ID #: _____ VA ID #: _____
State Licenses: (List State Abbreviation and License #)

Principal Officers (DOB & SS# not required for depository institutions)

Name: _____	Title: _____	DOB: _____
Email: _____	Phone: _____	SS#: _____
Name: _____	Title: _____	DOB: _____
Email: _____	Phone: _____	SS#: _____
Name: _____	Title: _____	DOB: _____
Email: _____	Phone: _____	SS#: _____
Name: _____	Title: _____	DOB: _____
Email: _____	Phone: _____	SS#: _____

Primary Contact: _____

References (Please provide a minimum of 2 investor references)

Company: _____	Years Associated: _____
Address: _____	
Contact Name and Title: _____	Phone: _____
Company: _____	Years Associated: _____
Address: _____	
Contact Name and Title: _____	Phone: _____
Company: _____	Years Associated: _____
Address: _____	
Contact Name and Title: _____	Phone: _____



Personnel Management

Please complete the list below for all staff that you would like to have access to the South State Bank website.

Roles are defined as:

Manager – Able to originate will have access to full pipeline, and administrative capabilities.

Loan Officer – Able to originate and will have access to loans in their name.

Processor – Not able to originate, will have access to full pipeline, with no administrative capabilities.

Name: _____ NMLS #: _____ Role: _____
Email Address: _____ Phone : _____
Receive Rate Sheets (Yes/No): _____ Receive Marketing Updates (Yes/No): _____

Name: _____ NMLS #: _____ Role: _____
Email Address: _____ Phone : _____
Receive Rate Sheets (Yes/No): _____ Receive Marketing Updates (Yes/No): _____

Name: _____ NMLS #: _____ Role: _____
Email Address: _____ Phone : _____
Receive Rate Sheets (Yes/No): _____ Receive Marketing Updates (Yes/No): _____

Name: _____ NMLS #: _____ Role: _____
Email Address: _____ Phone : _____
Receive Rate Sheets (Yes/No): _____ Receive Marketing Updates (Yes/No): _____

Name: _____ NMLS #: _____ Role: _____
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Receive Rate Sheets (Yes/No): _____ Receive Marketing Updates (Yes/No): _____

Name: _____ NMLS #: _____ Role: _____
Email Address: _____ Phone : _____
Receive Rate Sheets (Yes/No): _____ Receive Marketing Updates (Yes/No): _____

Name: _____ NMLS #: _____ Role: _____
Email Address: _____ Phone : _____
Receive Rate Sheets (Yes/No): _____ Receive Marketing Updates (Yes/No): _____

Name: _____ NMLS #: _____ Role: _____
Email Address: _____ Phone : _____
Receive Rate Sheets (Yes/No): _____ Receive Marketing Updates (Yes/No): _____

Name: _____ NMLS #: _____ Role: _____
Email Address: _____ Phone : _____
Receive Rate Sheets (Yes/No): _____ Receive Marketing Updates (Yes/No): _____



Questionnaire

If the answer to any of the following questions is "Yes" please provide explanation.

- | | | |
|--|-----|----|
| 1. Has your institution or any principal or officers ever been named as a defendant in a law suit, been involved in any criminal proceedings or litigation in the past 7 years? | Yes | No |
| 2. Has your firm or any of its Principals or Officers ever been sued, reprimanded, censured, or had a licensed revoked or suspended by FHLMC, FNMA, VA, FHA, or any other government agency? | Yes | No |
| 3. Has any lender required the repurchase of mortgages originated by your company, or required an indemnity for breach of selling warranty within the last 3 years? | Yes | No |
| 4. Has your institution ever been suspended from selling or servicing mortgages by any investors for any reason other than low volume or inactivity? | Yes | No |
| 5. Do you have procedures in place to insure compliance with anti-predatory lending statutes for all applicable state and local laws? | Yes | No |

I, the undersigned Officer, am authorized to provide this information to South State Bank on behalf of my company. I attest to the truth and accuracy, to the best of my knowledge and belief, of all the information provided to South State Bank.

Signature: _____

Name: _____

Title: _____

Date: _____

South State Bank Third Party Originator Agreement

This Third Party Originator Agreement (“Agreement”), dated as of _____, is between South State Bank, N.A., (“South State” or “Bank”), with an office located 1101 First Street South, Winter Haven, FL 33880 and _____ (“Third Party Originator”) (The parties who execute this Agreement could be mortgage Third Party Originators, mortgage companies, credit unions or banks).

Third Party Originators may submit completed applications for mortgage loans (“Loans”) to South State, and upon receipt thereof, South State may, in its sole discretion, perform any the following functions: review compliance, underwrite, prepare closing documents, review for post-closing audit prior to purchase, and purchase such Loans following their origination by Third Party Originator. Nothing in this Agreement shall be construed as obligating South State to accept, approve, or underwrite any loan or to obligate Third Party Originator to submit any particular loan application to South State.

Third Party Originator will take loan applications, order and receive all credit approval documents for submission to South State, including, without limitation, an appraisal compliant with the Appraiser Independence requirements set by the Federal Housing Finance Agency, Fannie Mae, and Freddie Mac. South State will review the file for underwriting and closing or closed loan purchase based on the Addendum to this Agreement.

In regards to all Loans submitted to South State for approval, Third Party Originator agrees to:

1. Take all such action as may be necessary to comply with the Truth-in-Lending Act (including right of rescission requirements), and related Regulation Z, the Real Estate Settlement Procedures Act and related Regulation X, the privacy provisions of the Gramm-Leach-Bliley Act and related Regulation P, the Equal Credit Opportunity Act and related Regulation B, the Fair Housing Act, Home Mortgage Disclosure Act and related Regulation C, the Fair Credit Reporting Act and related Regulation V, Appraiser Independence, the Flood Disaster Protection Act and any other applicable laws or regulations and guidance promulgated by applicable Federal or State agencies and authorities (“Laws”). Third Party Originator will fully comply with all Laws applicable to its performance of this Agreement; and
2. Fully comply with all pertinent underwriting and other loan program requirements of Fannie Mae, Freddie Mac, United States Department of Agriculture, Federal Housing Administration, United States Department of Veteran Affairs, and other applicable Government Sponsored Entities or the requirements of private investors or banks (such as Wells Fargo Bank, N.A., Chase Bank, N.A., Bank of America, N.A., and others as may be provided by Bank to Third Party Originator), as well as South State Bank’s Guide. As used in this Agreement, the “Guide” refers to the Product Manuals, Announcements, and other terms, conditions, and procedures presently or hereafter published by South State at its mortgage lending website located at www.csbankfinancial.com (or at any other web location as South State may from time to time select) and all revisions, replacements, amendments and additions thereto which may be made from time to time by South State. All such terms, procedures and conditions are and shall be incorporated by reference and made a part of this Agreement., as they may be revised, amended, replaced or supplemented by South State from time to time. The Guide is proprietary information of South State and may not be used for any purpose other than performance of Third Party Originator’s obligations under this Agreement and may not be transferred or disclosed to any other third person or entity without the prior written authorization of South State.

REPRESENTATIONS AND WARRANTIES

With the knowledge that each of the following representations and warranties is material to and relied upon by South State in approving and purchasing each Loan, Third Party Originator covenants, warrants, and represents to South State with respect to each Loan or offered for sale to South State hereunder, that at the time each such Loan is originated, offered, closed, funded and/or sold that:

General Representations

1. Third Party Originator is a duly organized and validly existing entity that is in good standing under applicable laws of the State of its organization, or, if it is a federally chartered institution, it is a duly organized and validly existing under applicable federal law, and it is duly qualified or registered to transact business in any state in which the real property securing any Loan is located.
2. Third Party Originator has the requisite corporate authority and capacity to enter into this Agreement, the undersigned representative of Third Party Originator has been duly authorized to execute this Agreement on behalf of Third Party Originator, and this Agreement constitutes the valid and binding obligation of Third Party Originator enforceable in accordance with its terms.
3. Third Party Originator's compliance with terms and conditions of this Agreement will not violate any provisions of Third Party Originator's Articles of Incorporation or by-laws, any instrument relating to the conduct of its business, or any other agreement to which it may be a party, or any governmental requirement.
4. There are no actions, suits or proceedings pending or to Third Party Originator's knowledge, threatened against or affecting Third Party Originator, or the properties of Third Party Originator, before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which, if determined adversely to Third Party Originator, would have a material adverse effect on the condition, properties or operations of Third Party Originator, or Third Party Originator's ability to perform its obligations hereunder.
5. Third Party Originator is duly licensed or registered as may be required by all applicable Laws.
6. All parties to the note and mortgage/deed of trust or other security agreement (including any co-buyer, co-maker, guarantor or third party owner of the mortgaged property) were of legal age and otherwise had legal capacity to contract at the time they signed any such note, mortgage/deed of trust or security agreement.
7. All signatures on the note and mortgage/deed of trust or other security instrument (including the signature of any co-buyer, co-maker, guarantor or third party owner of the mortgaged property) are genuine and, if made in a representative capacity, were duly authorized, and such note and mortgage/deed of trust (including the security agreement contained therein) are valid and enforceable, against the obligors and the mortgaged property set forth thereon, in accordance with their terms.
8. There is no verbal understanding or written modification which would affect the terms of the note, mortgage/deed of trust or other security agreement except by written instrument delivered and expressly made known to South State Bank by Third Party Originator and recorded if recording is necessary to protect the interest of Third Party Originator and interest of South State (if applicable).
9. No part of the mortgaged property securing the Loan has been released from the lien of the mortgage/deed of trust securing the Loan.
10. Each mortgage/deed of trust securing the Loan is a valid first lien or, if specifically approved by South State, a valid second lien on the mortgaged property securing the Loan, and such mortgaged property is free and clear of all encumbrances and liens having priority over the lien of such mortgage/deed of trust, except for any approved first lien, if applicable, and liens for real estate taxes and special assessments not yet due and payable and those exceptions which may be set forth in the Guide.
11. There is in force and effect for each Loan a paid-up title insurance policy on the mortgaged property securing the Loan issued or purchased by South State Bank in an amount at least equal to the outstanding principal balance of the Loan.
12. There is no improvement on or being planned as a part of the mortgaged property which secures the Loan that is to Third Party Originator's knowledge, in violation of any applicable zoning laws.

13. An ALTA Short Form Loan Policy will be issued from a company licensed to do business in the state where the property is located and such ALTA Short Form Loan Policy has a rating from an appropriate independent rating agency that meets the standards in the applicable Fannie Mae, Freddie Mac, or other Government Sponsored Entity:
 - A “Stability Rating” of “S” (strong) or better, or a “Statutory Accounting Rating of “C” (Average) or better from Demotech, Inc.; or
 - A “BBB” or better rating from Duff and Phelps Credit Rating Company; or
 - A “C” (Average) or better rating from LACE Corporation; or
 - A “Baa” or better rating from Moody’s Investor Services; or
 - A “BBB” or better rating from Standard and Poor’s Inc.
14. There are no liens or claims including liens for work, labor, materials or unpaid state or federal taxes relating to the collateral for the Loan or any real estate improved with the proceeds thereof, except as reflected in the information provided by Third Party Originator to South State.
15. There is no condition, including, without limitation, any environmental hazard present upon the mortgaged property which secures the Loan or any real estate to be improved with the proceeds thereof which could adversely affect the value of such mortgaged property or real estate, except as previously disclosed to South State.
16. To the knowledge of Third Party Originator, the subject mortgaged property which secures the Loan is not damaged by fire, wind, or other cause of loss and there are no proceedings pending or threatened for the partial or total condemnation of the subject mortgaged property for such Loan.
17. The transfer of the Loan to and acceptance by South State will transfer all of Third Party Originator’s rights, title, and interest in and to such Loan, including any rights to service such Loan arising in connection therewith, and is transferred free of any rights or claims of any other person or entity.
18. The Loan is not and will not be subject to any right of rescission, setoff, counterclaim or defense of or to any of the terms of such Loan or the exercise of any right there under, nor will any of such items render such Loan unenforceable in whole, or in part, as to the obligation of the borrower to pay the amount financed.
19. No Loan is subject to, and Third Party Originator is not aware of any facts which could give rise to, litigation which could affect the ability of South State or any Investor to enforce the terms of the obligations or its rights under the loan documents; there is no claim, litigation, investigational proceeding pending or threatened against Third Party Originator or otherwise affecting the Loan in which the validity, enforceability or collectability of the Loan is or may be questioned; and Third Party Originator has no notice or knowledge of any claim, defense or setoff which may be asserted by the borrower with respect to borrower’s obligations upon the Loan, and Third Party Originator has no notice or knowledge of any claim, litigation, regulatory enforcement action concerning the Loan with respect to any regulation or statute enforced or administered by the Consumer Financial Protection Bureau, or any financial institutions regulator.
20. Third Party Originator has complied with the requirements of all applicable Laws in connection with the Loan, including, but not limited to: Real Estate Settlement Procedures Act, the Flood Disaster Protection Act, the Federal Consumer Protection Act (including Truth-in-Lending and Equal Credit Opportunity Acts) and all corresponding regulations promulgated thereunder and any guidance issued by the regulators, and all applicable statutes or regulations governing fraud, fair lending, lack of consideration, unconscionability, consumer credit transactions or interest charges; moreover, Third Party Originator had read and agrees to strictly to comply with South State's Fair Lending Policy.
21. Third Party Originator has no knowledge of any circumstances or conditions with respect to any Loan, property securing such loan, borrower, or borrower’s credit standing that reasonably could be expected to cause private institutional investors or government sponsored entities to regard any Loan as an

unacceptable investment, cause any Loan to become delinquent or adversely affect the valued or marketability of the Loan; and Third Party Originator has provided an appraisal complying with the Guide, Manual, the Agency Guide, the Appraiser Independence requirements, and all other applicable Laws.

22. Third Party Originator has provided an appraisal complying with the Guide, Manual, the Agency Guide, the Appraiser Independence requirements, and applicable law (such as but not limited to the Interagency Appraisal and Evaluation Guidelines and Regulation B, and any successor or additional guidance or regulation thereto), and applicable government sponsored entity standards as expressed in their respective selling guides.
23. All of the foregoing covenants and warranties shall survive the funding of each Loan by South State Bank and the assignment of the loan documents to South State by Third Party Originator.

Loan Origination Representations

24. With respect to each loan application submitted to South State: (a) such application has been fully investigated by Third Party Originator; (b) all material representations contained in such loan application have been investigated or ascertained by Third Party Originator, in accordance with customary underwriting practices, to be true and correct to the best of Third Party Originator's knowledge, information and belief; (c) the forms, applications, disclosure statements, notices and other related documentation relating to each such application are in every respect valid and genuine and shall be satisfactory to South State as set forth in this Agreement and the Guide; (d) all information (credit or otherwise) submitted to South State in connection with such application is true and accurate; (e) no applicant or borrower has filed, or had filed against it, any petition for relief, rearrangement of its debts or other protection from its creditors under any state or federal bankruptcy or insolvency laws; (f) no such application will be or has been referred or brokered to Third Party Originator by a third party who will receive any compensation from Third Party Originator, directly or indirectly, unless disclosed in writing to South State with the loan application and expressly approved by South State; (g) no such application has been submitted, sold, assigned, brokered, encumbered nor has any such application or loan been referred to any party other than South State; and (h) such application will be or has been originated without any fraud or misrepresentation on the part of the Third Party Originator or any other party.

Loan Closing, Funding and Sale Representations

25. Each Loan meets and satisfies all requirements for a Loan, including but not limited to the requirements of the Guide, the Policies and Procedures and all other requirements of this Agreement; and without limiting the generality of the foregoing, each Loan is and at all times shall be an "Eligible Loan" (defined below).

As used in this Agreement, "Eligible Loan" means a Loan that fully meets all representations, warranties, terms, conditions, and covenants set forth in this Agreement including, without limitation, the Guide and Exhibit A.

LOAN GUIDELINES AND COVENANTS

From time to time during the term of this Agreement, South State shall determine and make known to Third Party Originator its underwriting guidelines for loan applications based on factors such as type of loan, loan limits, loan-to-value ratios, interest rates, fees, payment features, documentation requirements, and credit standards. South State's underwriting guidelines are subject to change by South State from time to time and are set forth in the Bank Guide.

Third Party Originator further acknowledges and agrees that:

1. With respect to the Bank Guide: (a) Third Party Originator has received access to and has read the Guide prior to entering into this Agreement and has the ability to originate, facilitate, fund, service and/or sell Loans in accordance with the Guide; (b) Third Party Originator shall at all times and in all in all respects comply with such terms, procedures and conditions of the Guide; (c) Third Party Originator will exercise

diligence in training its staff and any approved vendors used by Third Party Originator, as necessary, regarding the requirements set forth in the Guide and communicating any amendments, revisions, replacements or additions promptly; (d) South State may revise, amend, supplement or replace the Guide from time to time without advance notice and any such revisions, amendments, replacements or additions to the Guide will be effective when published; and (e) Third Party Originator will exercise diligence to stay informed and up-to-date with all amendments and additions to the Guide.

2. Third Party Originator shall obtain descriptions and requirements of South State's available loan programs and to provide the same to each of its agents and representatives and shall accurately explain and/or to cause each of its agents and representatives to accurately explain such specific and available programs to prospective borrowers.
3. Based on a proposed Loan transaction, and with respect to each application submitted for approval to South State: (a) Third Party Originator shall obtain the consent of prospective borrowers to share information with respect to each loan applicant with South State; (b) Third Party Originator will obtain a completed loan application signed by the applicant(s); (c) In connection with the prequalification thereof, Third Party Originator will prepare and deliver to the applicant(s) all disclosures, notices or documents as are applicable and may be required by any applicable Laws in connection with Third Party Originator's activities and the type of loan transaction, within the time limits prescribed by and otherwise in compliance with such applicable Laws; (d) Third Party Originator will ensure that all disclosures, notices and documents are accurate, complete and truthful as of the date delivered to the applicant(s); (e) Third Party Originator shall also provide, prepare or obtain and forward to South State all necessary items and documents for approval or purchase of the Loan including, but not limited to, a valid credit report, tax assessment, and/or appraisal, as required by this Agreement and the Guide; and (f) Third Party Originator shall analyze each applicant's income and debt, initiating and ordering verifications of employment and deposits, maintaining regular contact with the loan applicant throughout the application process, and, if applicable, ordering the flood hazard determination, and providing the proper notification of special flood hazard area.
4. Third Party Originator shall, without limitation, make prompt, timely, full, accurate and truthful disclosures to South State of all facts, information and documentation of which Third Party Originator may know, suspect or have actual or constructive notice that could or has affected the validity, collectability, security and/or enforceability of any loan applications to be submitted to South State or any Loan, including, without limitation, all facts, information and documentation relating to any disputes, proceedings, litigation or governmental action threatened, anticipated, or pending, respecting the prospective borrower(s), the collateral for the Loan (the "Collateral"), or the Loan transaction, as well as all facts, information and documentation relating to the prospective borrower(s), their creditworthiness or the value or condition of the Collateral.
5. With respect to South State's Quality Control Program: (a) Third Party Originator acknowledges that such Program is conducted at the option of South State is not obligated to conduct such Program, and the Program is solely for South State's benefit and may not be relied upon by Third Party Originator or any prospective borrower; (b) Third Party Originator shall cooperate with South State in connection with such Program whereby the accuracy of credit and property documentation is routinely verified; and (c) Third Party Originator agrees that the conduct of such Program shall not relieve Third Party Originator of any duty or obligation under this Agreement or constitute a waiver of, or a claim by Third Party Originator arising from the inaccuracy of any representations, warranties or covenants of Third Party Originator hereunder.

CLOSING, FUNDING AND SALE OF LOANS

1. Third Party Originator may originate, close, fund, and/or sell to South State all loan products offered by South State from time to time and in accordance with applicable Laws and Addendum defining terms of business, except as may otherwise be announced by South State in the Guide or elsewhere, including the loan program not being available for selection. Each Loan shall be closed using such forms as South State may designate to be acceptable to it and/or as prepared by South State. Each Loan shall be closed at no

cost to South State. The closed loan package must be delivered to South State in accordance with the applicable Addendum and/or Guide.

2. Third Party Originator acknowledges and agrees that South State is entitled to and shall rely on the representations, warranties and covenants of Third Party Originator in underwriting the Loan and preparing the documentation necessary to close the Loan. Notwithstanding whether South State may have prepared or independently reviewed and approved the forms used to close the Loan or provided them to Third Party Originator, the responsibility for ensuring the genuineness and accuracy of the information provided by Third Party Originator to enable South State to complete and/or approve such forms shall in all respects be and remain the responsibility of Third Party Originator, not of South State, and any claim arising from the failure of Third Party Originator on this regard shall be part of the indemnity obligation of Third Party Originator set forth in the following Section.

PURCHASE/INDEMNITY

1. Without limiting the generality of any provision hereof or any other available remedy, Third Party Originator agrees that, upon request, it will immediately repurchase any Loan sold to South State that (a) is not fully in compliance with any of the representations, warranties, terms, conditions or covenants set forth in this Agreement including, without limitation, those set forth in all Exhibits, Addendum and the Guide, (b) has applicant, credit, or appraisal information or documentation that is not genuine, not accurate or otherwise false or fraudulent, whether such is disclosed by a quality control audit or otherwise and regardless of whether Third Party Originator participated in or was aware that such information or documentation was not genuine, accurate or otherwise false or fraudulent; or (c) otherwise does not qualify as an Eligible Loan.
2. The repurchase price to be paid by Third Party Originator as a result of such repurchase demand shall be paid to South State with immediately available funds within five (5) calendar days of South State's purchase request, and shall be equal to the unpaid principal balance of the Loan, plus compensation or service release premium of any kind paid to Third Party Originator by South State, plus any accrued but unpaid interest due on the date of purchase. If Third Party Originator does not immediately comply with South State's request, South State shall have the right to terminate this Agreement immediately and shall have no further obligation to Third Party Originator to fund or purchase other Loans that may have been submitted to or approved by South State; provided, however, that the cancellation of this Agreement shall in no way release or terminate Third Party Originator's obligation to repurchase Loans which are then or may thereafter be subject to a repurchase obligation. Third Party Originator's repurchase obligation pursuant to this section shall survive termination or expiration of this Agreement. South State's right to terminate this Agreement shall not be exclusive and South State shall continue to be entitled to any and all relief available on a repurchase demand, including for any breach of any provisions in this Agreement.
3. Third Party Originator is an independent contractor. At no time shall the Third Party Originator represent that it is acting as an agent of South State Bank. Third Party Originator shall have no authority to act for or on behalf of South State Bank or to bind South State Bank in any manner without the express prior written consent of South State Bank.
4. South State Bank shall not be responsible for and assumes no liability to Third Party Originator or to any applicant, borrower, or other third party on account of any of Third Party Originator's acts and omissions in connection with any of the loan applications or Loans submitted to South State for approval and purchase or which are otherwise originated, funded, or closed by Third Party Originator.
5. Third Party Originator shall indemnify, defend and hold South State, including any of its affiliates or subsidiaries and each of their respective officers, agents, directors, and employees, harmless from and against any and all claims, actions, proceedings, expenses, damages and liabilities (including, but not limited to, any governmental investigations, complaints and actions) and attorneys' fees and disbursements, arising out of or in connection with: (a) any breach by Third Party Originator of any representation, warranty, term, condition or covenant under this Agreement or the Guide, (b) the conduct by Third Party Originator of any business, advertising, marketing, or sales in connection with this Agreement, (c) Third

Party Originator's noncompliance with legal or regulatory requirements applicable to Third Party Originator or Third Party Originator's violation of any applicable Laws in connection with this Agreement or its obligations under this Agreement, including any Addendum, or (d) any Third Party Originator act or representation tending to imply an employment or agency relationship with South State. Third Party Originator's indemnity obligation pursuant to this section shall survive termination or expiration of this Agreement.

CONFIDENTIALITY OBLIGATIONS

1. Third Party Originator agrees that it will keep the Confidential Information (as defined below) confidential and will not, without the prior written consent of South State, use or disclose or permit any of its officers, directors, partners, employees, agents or representatives to use or disclose any Confidential Information to any person or entity other than: (a) such disclosure to or use by its employees, directors, auditors, attorneys and governmental or regulatory authorities exercising supervision over it who have a need to know such information in order for Third Party Originator to carry out its responsibilities under this Agreement, (b) such disclosure and use as is expressly provided for in and as reasonably necessary to carry out the purposes for which the Confidential Information is disclosed in connection with this Agreement, (c) as expressly authorized by South State, or (d) in accordance with applicable law, such as disclosure by compulsion pursuant to a validly issued subpoena or other judicial or administrative order, and then only with prior written notice to South State. "Confidential Information" shall mean any non-public information which Third Party Originator may acquire during the term of this Agreement relating to South State including, but not limited to, business plans or practices, marketing plans, procedures, and loan programs, including any requirements or pricing plans, or any information relating to any customers, including, without limitation, applicants or borrowers of any Loan purchased by South State. Third Party Originator further agrees to abide by South State's privacy and data security policies and procedures with respect to such Confidential Information as such policies and procedures are communicated by South State to Third Party Originator from time to time. Third Party Originator will not disclose the Confidential Information, or permit the disclosure of the Confidential Information, to any third party contractor, in any manner whatsoever, in whole or in part, except upon prior notice to South State and as expressly permitted by South State and subject to the execution of a separate non-disclosure agreement by each such contractor in favor of South State.
2. Without limitation on the foregoing, Third Party Originator agrees to comply with any applicable federal and state privacy laws, rules, regulations and guidance with respect to all Confidential Information that it may receive or have access to which contains any non-public information with respect to any applicant, borrower or other obligor on any Loan ("Customer Information") including, without limitation, the Gramm-Leach-Bliley Act ("GLB Act"), the Fair and Accurate Credit Transactions Act ("FACT Act"), and, as applicable, the Health Insurance Portability and Accountability Act ("HIPAA"). Third Party Originator will not use or disclose Customer Information except as necessary to for Third Party Originator to originate, facilitate, fund, service and/or sell (as the case may be) Loans in accordance this Agreement.
3. Additionally, in accordance with section 501(b) of the GLB Act, Third Party Originator has or agrees to implement appropriate data information and physical security measures designed to meet the objectives of regulatory guidelines governing safeguarding of Customer Information. In the event that an employee of Third Party Originator with access to Customer Information terminates employment with Third Party Originator, Third Party Originator agrees to prevent such personnel from reproducing lists of the names, addresses or other identifying information regarding any applicant, borrower or other obligor with respect to any Loan purchased by South State. Any breach of any security protocols of Third Party Originator shall be immediately communicated to South State, and Third Party Originator will cooperate with law enforcement and any applicable regulator in connection with any such breach, and keep South State advised as to the progress of any investigation and plans to remediate such breach.
4. The Third Party Originator shall also comply with the FACT Act and all rules and regulations promulgated thereunder to the extent its origination, facilitation, funding, servicing and/or sale of the Loans (as applicable) pursuant to this Agreement involves the processing of consumer information that comes within the protection of such Act, and in conjunction therewith, shall: (a) implement and maintain commercially

reasonable procedures to detect, prevent and mitigate the risk of identity theft and to identify applicable identity theft red flags as defined in Appendix A to Regulation V, and (b) shall fully disclose to South State any instances of identity theft caused by or identified by the Third Party Originator concerning any applicant, borrower or other obligor with respect to any Loan. The disclosure to South State shall be made as soon as practical after such breach and shall include the specific nature of and scope of such breach, the date and time that such breach occurred, the effect on South State, and the measures taken by Third Party Originator to remedy such breach.

NON-SOLICITATION

Third Party Originator agrees that for a period of 180 days from the from the date of sale of any Loan to South State under this Agreement, Third Party Originator shall not in any way, directly or indirectly, market, request, or otherwise solicit from the applicable borrower(s) or other obligor(s) on such Loan to repay or refinance such Loan.

MISCELLANEOUS

1. Third Party Originator recognizes that South State intends to rely on this Agreement with Third Party Originator and the representations, warranties and covenants hereunder and will make binding commitments in reliance thereon. It is understood and agreed that actual delivery of the loan applications and Loans under each lock-in commitment is the essence of this Agreement and is mandatory if South State approves an application.
2. All Loans are to be locked through South State's Secondary Marketing Department. If the lock-in period expires prior to closing or delivery as defined in the Exhibit A and/or the Guide, the Loan must be relocked in accordance with the South State Bank Secondary Market Procedures. Third Party Originator will comply with all published announcements of South State, as such may be amended or replaced from time to time, concerning pricing, lock-ins, expirations, cancelations, underwriting, file delivery, service released premium/discount payment, early payoff, final loan documentation including, and without limitation, those set forth in the attached Addendum and Exhibit A.
3. Third Party Originator hereby authorizes the release to South State of any and all information for a loan concerning employment, statements, credit verifications and any additional information deemed necessary by South State.
4. Third Party Originator shall execute and deliver to South State, simultaneously with the signing of this Agreement, a limited power of attorney in favor of South State, in the form attached hereto as Exhibit B, and Third Party Originator will also at any time and from time to time execute and deliver, or cause to be executed and delivered, such additional instruments, endorsements, papers and documents, and take all such further or reasonable action, as South State may reasonably request for the purposes of carrying out this Agreement and to consummate and confirm the sale and transfers of Loans provided herein.
5. Third Party Originator agrees to provide annual audited statements to South State after the close of its fiscal year (or upon request from South State at any time) prepared by independent certified public accountants in accordance with generally accepted accounting principles. Third Party Originator will also submit copies of current Mortgage Licenses (where applicable) and must notify South State of loss, suspension or restriction of its licenses, a copy of a current Fidelity Bond and E&O Insurance Policy and a copy of its policy and procedure manual (including a copy of its Quality Control policies and procedures). South State shall have the right to review and approve, on a continuing basis, the quality control program and procedures of the Third Party Originator. Third Party Originator agrees to allow South State access to their office facilities during normal business hours for an on-site compliance audit from time to time.
6. Third Party Originator agrees that South State will be notified in writing within (a) 30 days of any material change in management and/or ownership of the Third Party Originator; and (b) immediately in the event Third Party Originator breaches any term of this Agreement or any representation or warranty is not true,

complete and correct. Not being limited by the following, a change in ownership of 10% or more shall be considered a material change.

7. This Agreement shall be governed by, and construed and enforced in accordance with, applicable Federal law and the internal laws of the State of Florida excluding choice of law principles. Each party irrevocably (i) submits to the exclusive jurisdiction of any state or federal court sitting in Polk County, Florida with respect to all matters arising out of or relating to this Agreement, (ii) agrees that all claims with respect to any such action or proceeding may be heard and determined in such state or federal court, (iii) waives to the fullest possible extent, the defense of inconvenient forum, and (iv) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Notwithstanding the foregoing, South State and its subsidiaries and other affiliates, at their option and discretion, may resort to any other state or federal court having jurisdiction with respect to the enforcement of or remedies afforded by this Agreement including, without limitation, specific performance or injunctive relief.
8. The parties hereby waive, to the fullest extent permitted by law, any right to trial by jury of any claim, demand, action, or cause of action (i) arising under this Agreement or (ii) in any way connected with or related or incidental to the dealings of the parties in respect of this Agreement or any of the transactions contemplated hereby, in each case, whether now existing or hereafter arising, and whether in contract, tort, equity, or otherwise. The Parties hereby further agree and consent that any such claim, demand, action, or cause of action shall be decided by court trial without a jury and that the parties may file a copy of this Agreement with any court as written evidence of the consent of the parties to the waiver of their right to trial by jury.
9. This Agreement is a continuing agreement and shall be in effect for a term commencing as of the date of this Agreement and terminating upon thirty (30) days prior written notice by either party to the other. Notwithstanding the foregoing, this Agreement and South State's obligations hereunder may be terminated immediately by South State without notice to Third Party Originator in the event that: (a) Third Party Originator fails to comply with any material Law, any material covenant of this Agreement or the Guide; (b) Third Party Originator's power, license, or authority to conduct or perform the activities contemplated under this Agreement is terminated or revoked or proceedings are instituted to terminate or revoke such power, license or authority for any reason whatsoever, (c) Third Party Originator becomes bankrupt or insolvent as such term is defined under any federal, state, or local bankruptcy or insolvency laws; (d) a material representation or warranty made to South State by Third Party Originator herein is or becomes false; or (e) any of South State's federal or state regulators criticizes South State for entering into or performing this Agreement. All covenants, agreements, representations, and warranties made by Third Party Originator hereunder shall survive the termination of the agreement and shall remain in full force and effect. All registrations and lock-ins in process at the time of termination will remain valid until any commitments in place are completed, except in the case of immediate termination by South State.
10. Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.
11. This Agreement represents the final agreement between the parties and supersedes and is in lieu of all prior contracts, discussions, agreements and arrangements by and between the parties hereto with respect to the subject matter hereof, all of which are merged into it. Except for amendments authorized by this the Agreement to be made unilaterally by South State, no waiver, amendment, or modification of any provision of this Agreement shall be effective unless consented to by both parties in writing.
12. This Agreement cannot be assigned or otherwise transferred, in whole or in part, by operation of law or otherwise, by Third Party Originator without the express prior written consent of South State. There are no unwritten oral agreements between the parties.
13. This Agreement is binding upon and shall inure to the benefit of the successors and assigns of the parties hereto subject to the aforesaid limitation on Third Party Originator's right to transfer, assign or interpose

other parties. Not by way of limitation or exclusion, the representations and warranties of Third Party Originator and its indemnification and other obligations shall inure to the benefit of persons to whom South State may sell the Loans referred to it under this Agreement and such persons may assert the rights of South State Bank hereunder directly against Third Party Originator.

14. To facilitate execution, this Agreement may be executed in counterparts and, all such counterparts shall collectively constitute a single agreement. An electronic transmission of a signature page shall be deemed to be an original signature page. In the event there shall be any conflict between counterparts (such as discrepancy in language or provisions), the counterpart executed by South State shall control.
15. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, sent by facsimile transmission, by secure email with read receipt, or by certified, registered or express mail, or by overnight courier, postage or other charges prepaid if to South State, to the co-presidents of South State Bank Mortgage, or the Director of Wholesale & Correspondent Lending for South State Bank Mortgage at the following address: 3565 Piedmont Road NE, Building 3, Suite 600, Atlanta, GA 30305, and if to Third Party Originator to _____ at _____ . Any such communication shall be deemed given when so delivered personally, or sent by facsimile transmission (with written confirmation of receipt), or if sent by overnight courier, one day after delivery to the courier, or if mailed, three (3) days after the date of deposit in the United States mail.
16. 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.
17. If any portion of this Agreement shall be determined pursuant to a final and non-appealable judgment by a court or arbitral authority of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect without regard to such invalid or unenforceable portion.
18. No failure or delay by either party in exercising any rights, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy; nor shall any delay or omission of Third Party Originator to South State of any right hereunder in any manner impair South State of any such right accruing to it thereafter.
19. The terms and provisions of this Agreement are not intended to confer upon any person other than the parties hereto and their respective permitted successors and assigns (except as provided herein) any rights or remedies, and such terms and provisions will be enforceable only by the parties hereto, their respective permitted successors and assigns, and as contemplated herein.
20. If Third Party Originator is a corporation, Third Party Originator agrees to provide South State with a certified copy of a corporate resolution by the Board of Directors of Third Party Originator authorizing the appropriate officers of Third Party Originator to enter into this Agreement or such other documents as may be satisfactory to South State which establishes the authority of an officer to enter into or act on behalf of the Corporation in regards to this Agreement. If Third Party Originator is a limited liability company or partnership, Third Party Originator agrees to provide South State with a certified copy or a resolution of said limited liability company or partnership, which indicates the names of all members, managers, or partners having the authority to enter into this Agreement, and such other documents as may be satisfactory to South State which establishes the authority of any representative to enter or act on behalf of the limited liability company or partnership in regards to this Agreement.

Receipt of executed South State Third Party Originator Agreement and applicable items noted on the Application Checklist are required prior to final approval.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

Third Party Originator:

Institution Name

Name/Title of Authorized Officer

Signature

South State Bank, N.A.

Name/Title of Authorized Officer

Signature

South State Bank Broker Addendum

This Broker Addendum to the Third Party Originator Agreement (“TPO Agreement”), dated as of _____, is between South State Bank, N.A. (“South State” or “Bank”), with an office located at 1101 First Street South, Winter Haven, FL 33880, and _____ (“Broker”).

The purpose of this Addendum is to set forth the terms and conditions under which Broker may originate and submit real estate secured loans (“Loans”) to South State to underwrite, close and fund. Capitalized terms not defined in this Addendum shall have the definitions set forth in the TPO Agreement

For and in consideration of the mutual promises set forth in this Addendum, the parties agree as follows:

1. **Broker’s Services.** Broker may submit Loan application packages (“Applications”) to South State in accordance with this Addendum, applicable state and federal laws, regulations and administrative guidance (“Law”), and Bank’s product manuals, procedures and guidelines found at www.csbankfinancial.com as they may be amended by South State at any time (“Bank “Guidelines”). In response to Broker’s submission of an Application, Bank, in its sole discretion, may underwrite, close and fund the Loan in South State’s name. In connection with Broker’s Loan origination activities for Applications submitted to Bank, Broker shall take Loan applications and order and receive credit documents including an appraisal through a Bank-approved appraiser ordered according to (a) Bank Guidelines and applicable guidelines of the Federal Housing Administration, the Veterans Administration, the United States Department of Agriculture, Fannie Mae and Freddie Mac (collectively, “Agency Guidelines”); and (b) Law. Broker shall be responsible for the cost of any appraisal Broker orders in connection with Applications submitted to Bank and shall make payment immediately upon Bank’s direction regardless of whether the Loan to be secured by the appraised property closes.

At no time shall Broker represent that it is acting as an agent of South State. Broker shall have no authority to act for or on behalf of South State or to bind South State in any manner without the express prior written consent of South State.

1. **Loan Funding.** If South State approves an Application, the Loan will close in the name of South State Bank, N.A. and be funded by South State. Broker must submit closing requests to closing agent and Bank no later than seventy-two hours prior to closing or as otherwise required by Bank Guidelines.
2. **Broker’s General Representations, Warranties and Covenants.** Broker represents, warrants and covenants that as of the date of this Agreement, the submission of an Application to Bank, and funding of any Loan in connection with the related Application:
 - a. Broker is duly organized, validly existing in good standing in all jurisdictions in which it conducts its business and maintains all requisite approvals, licenses and registrations to perform under this Agreement.
 - b. Broker has the requisite corporate authority and capacity to enter into this Agreement and this Agreement constitutes the valid and binding obligation of Broker enforceable in accordance with its terms.
 - c. The terms and conditions of this Agreement are not prohibited by and do not conflict with Broker’s governing documents, any document relating to the conduct of its business, any other agreement to which it may be a party, or any governmental action or requirement.
 - d. Broker shall perform quality control in accordance with Bank Guidelines, Agency Guidelines and the Law and will cooperate with South State Bank in connection with South State Bank’s Quality Control

Program. Broker represents and warrants that it will cooperate with South State Bank in connection with South State Bank's quality control reviews, compliance monitoring and audits.

e. Broker shall comply with all Laws, including, but not limited to, those governing loan origination, loan processing, compensation, privacy and record keeping.

3. **Broker's Representations, Warranties and Covenants Relative to Applications.** In connection with each Application Broker submits to Bank, Broker represents, warrants and covenants that as of the date of this Agreement, the submission of an Application to Bank and funding of the Loan in connection with the related Application:

- a. The Loan application was taken by a bona fide full time employee of Broker and processed by Broker's bona fide employee or a third party processor qualified and licensed to do so in accordance with Agency Guidelines and the Law.
- b. The Application meets all applicable requirements of Bank Guidelines, Agency Guidelines and the Law.
- c. The Application is not for a loan that would constitute a "high cost", non-Qualified or predatory loan as defined by Agency Guidelines or Law.
- d. All documents and information submitted to Bank shall be, in every respect, valid, genuine, complete, correct, true and accurate, and Broker has undertaken due diligence in so determining.
- e. Broker originated the Loan, processed the Application and, if applicable, ordered the appraisal in compliance with Bank Guidelines, Agency Guidelines and the Law; timely provided to the applicants for the Loan all notices, documents and disclosures required by Law; and complied with Bank Guidelines, Agency Guidelines and Law in all respects.

4. **Compensation.** To the extent permitted by Law, Bank shall pay to Broker the reasonable market value for services Broker performs as set forth on *Exhibit E* attached hereto and incorporated herein by reference.

5. **Bank Remedies.** This section of the Agreement shall survive termination of the Agreement. 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.

- a. **Loan Purchase.** Broker shall purchase from South State any Loan that Broker originated in violation of any term, condition, representation or warranty of this Agreement. The purchase price shall be equal to the unpaid principal balance of the Loan, any premium paid to Broker by South State, plus any accrued but unpaid interest due on the date of purchase. Broker shall pay the purchase price to South State within five (5) calendar days of South State's request.
- b. **Indemnification.** Immediately upon South State's request, Broker shall indemnify, defend and hold harmless Bank from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonably attorney fees) in connection with or in any way caused by (i) Broker's act or omission including, but not limited to, Broker acting in a manner implying this it is employed by or an agent for Bank; (ii) any breach of this Agreement; (iii) any violation of Law; or (iv) if Bank or a third party identifies inaccurate credit documentation, a misrepresentation or fraud in connection with an Application Broker submitted to South State.

6. **Non-Solicitation.** Broker will refund any fees and/or compensation paid by South State to the Broker if the loan is paid off in full within 180 days of closing.

7. **Termination.** Bank may terminate this Agreement immediately and without notice if Broker does not comply with any term of this Agreement or if Broker becomes bankrupt or insolvent as defined by any Law. In either event South State Bank shall have no duty to close or fund any Loan even if Bank approved

the Application. Either party may upon thirty (30) days written notice terminate this Agreement in which case all covenants, agreements, representations, and warranties made by Broker hereunder shall survive the termination of the Agreement and shall remain in full force and effect. Unless terminated by Bank due to Broker's breach of this Agreement, all registrations and lock-ins in process at the time of termination shall remain valid until any commitments in place are completed.

Bank and Broker have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

Broker:

Institution Name

Name/Title of Authorized Officer

Signature

South State Bank, N.A.

Name/Title of Authorized Officer

Signature

EXHIBIT A

PRICING, LOCK, AND SECONDARY MARKETING POLICIES

Pricing

South State will set mortgage prices according to its Secondary Market Policy for secondary market pricing. South State will distribute pricing information on a daily basis and in accordance with its Secondary Market Policy.

South State reserves the right to change rates/prices at any time without notice. In the event of a pending rate or price change:

- South State may temporarily stop accepting locks;
- South State will use its best efforts to promptly distribute notification of pricing changes to Third Party Originators.

Lock-Ins

Loans must be locked via electronic submission using the www.csbankfinancial.com website, or any other website which South State may designate. A lock confirmation document will serve as a memorialization of the lock's terms. In event of any needed or desired changes to the lock, it is the originator's responsibility to notify secondary marketing of any changes.

Expirations

Loans must close or be delivered according to the South State Bank Secondary Market Procedures. If a loan does not fund prior to the lock-in expiration, the loan shall be re-locked according to terms stated within Secondary Market Policy. If the lock-in expiration falls on a weekend or a South State holiday, the expiration will roll to the next business day.

Cancellations/Fallout

It is the responsibility of the Third Party Originator to notify South State in writing of all cancellations and withdrawals in a timely manner and include the reason for cancellation. Any loan that is cancelled and re-opened will be subject to South State Bank Secondary Market Policy. Any change of property will require a new lock-in with the marketing department.

Seasoned Loans

South State will not purchase loans that are seasoned more than 60 days from the closing date. This restriction supersedes any seasoning eligibility that may be referenced elsewhere in the Third Party Originator Agreement.

Underwriting

The loan must be underwritten as specified in the Guide. The Third Party Originator agrees to assist with resolving post settlement issues involving underwriting settlement conditions, closing or settlement issues, or any other reasonable information or document requests which South State may require to fund, guarantee, insure, service, or sell the loan.

Early Payoff

Third Party Originator will refund any fees and/or premium pricing paid by South State to the Third Party Originator if the loan is paid off in full within 180 days of closing.

EXHIBIT B

LIMITED POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that _____ (“Third Party Originator”), a _____ (Corporation/LLC) through the duly authorized representative whose signature appears below, does hereby make, constitute, and appoint South State Bank, N.A., and its appropriate officers, and such other South State Bank employees duly appointed by an appropriate officer, as its true and lawful attorney-in-fact for the following specific and limited purposes (Capitalized terms not defined in this Exhibit B shall have the meanings set forth in the Agreement):

- a) To endorse, on behalf of the Third Party Originator, any check, draft, or other instrument in its possession that is made payable to the Third Party Originator, but which is due to South State, pursuant to that certain Addendum between the parties as such is amended from time to time (the “Agreement”), and relating to any Loan committed to South State under such Agreement.
- b) To endorse promissory notes to South State or to any other person or entity and to make corrections, amendments or revisions to any promissory note endorsements made by the Third Party Originator to South State Bank relating to any loan committed to South State under the Agreement,
- c) To prepare and execute assignments of mortgages, deeds of trust, security deeds and security instruments assigning to South State or to any other person or entity any mortgage, deed of trust, security deed or security instrument securing any promissory note committed to South State pursuant to the Agreement and to make corrections, amendments or revisions to any such assignments made by Third Party Originator or South State, and
- d) To do any and all acts necessary and appropriate in the name of the Third Party Originator to ratify and confirm South State's ownership of the entire interest in the loans.

Third Party Originator hereby ratifies and confirms all that the said attorney-in-fact shall lawfully do or cause to be done by virtue of this Limited Power of Attorney.

The Third Party Originator may only revoke this Limited Power of Attorney in writing and only upon the expiration of one hundred eighty (180) days from the effective date of the Agreement’s termination in accordance with the Agreement’s terms, and this Limited Power of Attorney shall be deemed to be a power coupled with an interest for such purpose.

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

By: _____

Name: _____

Title: _____

NOTARY ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20_____ before me, a Notary Public, personally appeared of Third Party Originator and who executed the foregoing instrument on behalf of said Third Party Originator and acknowledged same as the free act and deed of the Third Party Originator.

Notary Public: _____

My Commission Expires: _____

(Notary Stamp or Seal)

EXHIBIT C

ELECTRONIC COPIES, DUPLICATES, AND COUNTERPARTS EXHIBIT

This Electronic Copies, Duplicates, and Counterparts Exhibit (“Exhibit”) shall constitute a part of the Third Party Originator Agreement in effect between South State Bank, N.A. and the Third Party Originator. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Third Party Originator Agreement. As used in this Exhibit, the term “Agreement” shall mean the Third Party Originator Agreement and all attached or applicable addendums, exhibits, or amendments thereto, including this Exhibit. The undersigned parties hereby agree that electronic copies, duplicates, or counterparts of the Agreement, as executed by the Third Party Originator (its successors and assigns) and South State Bank, N.A. (its successors and assigns) shall constitute and be considered an original and shall be as valid and enforceable as the original; provided, however, that the signatures of all the parties need not appear on the same counterpart. Electronic copies, duplicates, and counterparts shall include, but not be limited to, Portable Document Format copies (“PDFs”) of the Agreement.

If there is any dispute as to the accuracy or authoritative version of a copy, duplicate, or counterpart, then the copy, duplicate, or counterpart in possession of South State, executed by the Third Party Originator (its successors and assigns) and South State (its successors and assigns), shall be considered the authoritative version. Possession shall include digital possession. Digital possession shall mean a copy, duplicate, or counterpart stored or saved on a South State Bank server, South State hard-drive, or accessible by South State personnel from a cloud storage system or other digital storage or imaging system. Notwithstanding anything in this Exhibit to the contrary, in proving the Agreement, a party must produce or account only for the executed counterpart of the party to be charged.

Any dispute, question of law, or interpretation concerning this Exhibit shall be governed by Florida law.

Institution Name

Name/Title of Authorized Officer

Signature

Date

South State Bank, N.A.

Name/Title of Authorized Officer

Signature

Date

EXHIBIT D

NON-DISCLOSURE EXHIBIT TO THIRD PARTY ORIGINATOR AGREEMENT

South State Bank, N.A. ("South State") and _____ ("Originator") have entered into a Third Party Originator Agreement ("Origination Agreement") under which Originator may submit to South State completed applications for residential mortgage loans ("Loans"), and in connection with such submittals, South State may perform any one or more of functions, as described in the Origination Agreement, and following the performance of such functions, may purchase such Loans from Originator (each such sale and purchase transaction being referenced herein as a "Transaction" and collectively as the "Transactions"). As part of its evaluation, purchase and closing of the Transactions, South State shall receive certain non-public, confidential information related to the applicants for the Loans (all such information shall be referenced herein as the "Confidential Information").

1. South State acknowledges and agrees that it will keep the Confidential Information confidential and will not, without the loan applicant's or borrower's prior written consent, disclose such information in any manner whatsoever to any third party, in whole or in part, except: (i) to our employees, affiliates, attorneys, agents, advisors, auditors and accountants (collectively, our "Representatives") only after such Representatives have been advised of the confidential nature of the Confidential Information; (ii) in connection with an audit, examination or other similar review of our records conducted in the ordinary course of our business by a governmental or regulatory agency; (iii) after our acquisition or closing of a Transaction, to other institutions in connection with any further syndication, sale, assignment or participation in such Transaction (collectively "Permitted Recipients"); (iv) after our acquisition or closing of Transactions, in connection with any enforcement or other action to protect the holder's rights in connection with such Transactions, including pursuit of remedies against a borrower or property securing the Loans or any action against Originator; (v) pursuant to a regulatory or judicial order, decree, subpoena, or other process or requirement of law; (vi) after our acquisition or closing of a Transaction, to a federal reserve, central bank or other government agency in connection with our granting a security interest in, or selling, assigning, delegating or otherwise transferring our interest in such Transactions to such entity; or (vii) after the acquisition or closing of a particular Transaction, in accordance with the published privacy notice of South State, as it may be disclosed from time to time.
2. Without limitation of the foregoing, South State agrees to comply with the same obligations imposed on Originator under Paragraphs 2, 3, and 4 of the section entitled "CONFIDENTIALITY OBLIGATIONS" in the Origination Agreement to the extent South State is obligated by law to comply with such provisions as they may pertain to the Confidential Information. In the event of a conflict between such provisions and this Exhibit, this Exhibit shall control.
3. In the event South State declines to enter into a Transaction and Originator so request, South State will, as soon as practicable, destroy or return to Originator all materials comprising the Confidential Information related to such Transaction (including copies thereof made by South State), provided, however, that South State shall be entitled to retain one archival copy of the Confidential Information regarding such Transaction which South State will continue to maintain as confidential pursuant to the terms of this letter. Notwithstanding the terms and conditions hereof, any portion of the Confidential Information will not be considered confidential, and South State may disclose such portion (and only such portion) of the Confidential Information without restriction if: (a) such portion of the Confidential Information is or becomes publicly available other than as a result of a breach hereof by South State, its Representatives or Permitted Recipients; (b) such portion of the Confidential Information has previously been made, or in the future becomes available to South State on a non-confidential basis from a source other than the loan applicant or borrower, provided South State have no actual knowledge that such source was bound by a confidentiality agreement with respect to such portion of the Confidential Information; (c) such portion of the Confidential Information was known to South State prior to its disclosure by the Originator to South State; or (d) such portion of the Confidential Information is required by law to be disclosed.
4. South State's obligations hereunder as to a particular Transaction shall remain in effect for a period of the later of one year following (a) the date of submittal by Originator of a particular Loan application to South State or (b) South State's acquisition or closing of such Transaction, and shall be governed and construed in accordance with the laws of the State of Florida. South State's agreement, as set forth herein, shall be amended or modified only in a duly authorized written instrument executed by South State acknowledge that Originator may enforce Originator's right hereunder by appropriate equitable actions. This Exhibit supplements and is incorporated by reference into the Origination Agreement but does not replace or supersede the terms of such agreement.

South State Bank, N.A.

By: _____ Title: _____

ORIGINATOR

By: _____ Title: _____

EXHIBIT E

BROKER COMPENSATION

This Exhibit sets forth the Broker Compensation Agreement summarizing the compensation to be paid to Broker pursuant to that certain Third Party Originator Agreement (“TPO Agreement”) and Broker Addendum (“Addendum”) between South State Bank, N.A. (“Bank”) and Broker.

Definitions

Capitalized terms not otherwise defined herein shall have those meanings ascribed to them in the TPO Agreement and/or the Addendum, and applicable Law, including but not limited to the Truth in Lending Act and corresponding Regulation Z.

Broker means any third party that is a broker third party origination to a transaction, including mortgage brokers, mortgage companies, and institutions that table fund loans.

Compensation Rule means 12 C.F.R. § 1026, the related Official Staff Commentary and any other law governing Compensation to Broker, including any Loan Originator compensation rules whether promulgated under the Dodd-Frank Wall Street Reform and Consumer Protection Act or otherwise.

Compensation has the meaning set forth in the Compensation Rule. Broker acknowledges and agrees that Compensation includes, without limitation, salaries, bonuses, commissions and any or similar incentive, including trips or prizes.

Loan Originator has the meaning set forth in the Compensation Rule. Broker acknowledges and agrees that a Loan Originator includes a person who for Compensation or other monetary gain, or in expectation of Compensation or other monetary gain, arranges, negotiates, or otherwise obtains an extension of consumer credit for another person. “Loan Originator” includes Brokers and an employee of the Broker if the employee engages in the activities in this paragraph.

Lender Paid Compensation (“LPO”) means Compensation paid by Bank to Broker.

Borrower Paid Compensation (“BPO”) means Compensation paid by the Borrower(s), including when the Compensation is paid by the seller or another party on behalf of the Borrower.

Cure means the variance between the amounts disclosed on the GFE and the actual amount at closing, when the variance causes the fees to be out of tolerance. The Cure is the out of tolerance amount.

Compensation Agreement

1. Upon execution of this Compensation Agreement, all loans registered or locked the day of and any day after the Compensation Agreement is executed shall be governed solely by this Compensation Agreement. Any prior Compensation Agreements shall govern only those loans registered or locked the day of or after the execution of that Compensation Agreement. The Compensation Agreement in place at the time a loan is registered or locked will govern. A Compensation Agreement shall not apply retroactively.
2. Execution of a new Compensation Agreement shall not revoke, alter, or amend the TPO Agreement or Addendum in effect between Bank and Broker. The TPO Agreement and Addendum shall continue in full force and effect unless expressly revoked, altered, amended, or revoked, altered, or amended by terms contained in the TPO Agreement or Addendum.
3. Broker shall comply with all Laws governing Compensation to Loan Originators and other employees including the Compensation Rule.
4. Broker represents and warrants to Bank in connection with all Applications submitted to Bank that result in a Loan governed by the Compensation Rule that:
 - a. Broker shall not receive or pay any Compensation based on a proxy or term of a transaction, as defined and governed by the Compensation Rule, other than as permitted by the Compensation Rule.
 - b. Dual compensation is prohibited by the Compensation Rule. The Compensation received by the Broker will either be:

- i. Lender Paid Compensation (LPO) paid by Bank **OR**
 - ii. Borrower Paid Compensation (BPO) paid by the borrower including the seller or another party on behalf of the borrower
- c. Broker acknowledges and agrees that Broker and its Loan Originators, employees, agents, or contractors shall not receive Compensation from Bank and the borrower or any other party in the same transaction.
 - d. The amount of Compensation Broker will receive from any party, including Bank, the borrower, or the seller on behalf of the borrower on any transaction shall be limited to _____% of the principal amount of the Loan (which amount shall be expressed in .125% increments) with a minimum amount of \$_____ and a maximum amount of \$_____ (which amount shall be expressed in \$500 increments). (If minimum or maximum amounts do not apply, please insert N/A).
5. In transactions in which Broker is compensated by the Borrower (BPO), the Borrower Paid Compensation must (a) comply with the terms of the Agreement and (b) be determined in the same manner as the Lender Paid Compensation as described in the immediately preceding paragraph, except that Bank may consent in writing to a reduction in the Borrower Paid Compensation amount down to \$1.00 in response to Broker's submission of an "Exception Request Form: Borrower -Paid Compensation", which the Broker may request only when there is an unforeseen increase in settlement costs over an estimated settlement cost disclosed to the Borrower pursuant to section 5(c) of RESPA (or omitted from that disclosure), which Broker may request. Broker shall not receive any greater dollar or other amount than the amount of the Borrower Paid Compensation. If Broker receives any compensation of any type from the Borrower in connection with a Loan, (a) Bank will not pay Company any fee or compensation of any kind in connection with the Loan and (b) Broker certifies to Bank that Broker will accept no fee or compensation of any kind from any other person or entity, including but not limited to Bank.
 6. Broker shall retain all documentation, compensation agreements, and settlement statements on transactions funded by Bank for a period of not less than three years from the date the transaction closes.
 7. Neither Broker nor its Loan Originator employees may direct or steer the borrower to consummate a Loan on the basis that either would receive greater Compensation than in other transactions. For LPO transactions, Broker shall provide an Anti-Steering Loan Options Disclosure to all applicants in order to take advantage of the protections set forth at 12 C.F.R. § 1026.36(e)(2) of the Compensation Rule or any other "safe harbor" set forth in any Compensation Rule.

Broker:

Institution Name

Name/Title of Authorized Officer

Signature

Date



Corporate Resolution

Of _____ (Name of Institution)

RESOLVED that:

_____, and/or
(Printed Name of Officer) (Title)

_____, and /or
(Printed Name of Officer) (Title)

(Printed Name of Officer) (Title)

of this corporation, or any one or more of them or their duly elected or appointed successors in office, be and each of them is hereby authorized and empowered in the name of and on behalf of this corporation and under its corporate seal, from time to time while this resolution is in effect, to execute any and all agreements, contracts, assignments, endorsements and issuance of checks, mortgage documents, and other papers in connection with documents, and furnish any information required or deemed necessary or proper by South State Bank Mortgage in connection with the foregoing.

Certification

I hereby certify that the foregoing is a true and correct copy of a resolution presented to and adopted by the Board of Directors of the _____ at a meeting duly called and held at _____ on the _____ day of _____, 20____ at which a quorum was present and voted, and that such resolution is duly recorded in the minute book of this corporation; that the officers named in said resolution have been duly elected or appointed to, and the present incumbents of, the respective offices set after their respective names.

Signature of Secretary



Authorization / Release for Business and Individuals

Certification

I, the undersigned Officer, am authorized to provide this information to South State Bank, N.A., (“South State”) on behalf of my company. I attest to the truth and accuracy (to the best of my knowledge and belief) of all the information provided to South State in and with the Application(s), and I agree to provide further information if so requested by South State. I hereby authorize South State to send correspondence to my company via e-mail.

Authorization/Release for Businesses and Professionals

(Company/DBA) _____ (“Applicant”) acknowledges that it is in the best interest of both Applicant and South State for South State to perform due diligence concerning Applicant’s background and experience. Applicant further acknowledges that Applicant benefits from the efficiencies in the due diligence process that are possible when South State and other similarly-situated entities in the mortgage industry exchange information about their experiences in doing business with professionals/entities such as Applicant. Therefore, Applicant hereby consents and gives South State permission to obtain information about the Applicant’s company, including additional branches, and any and all employees/contractors of that company including, but not limited to, professional history information, criminal record information, credit information (not applicable to depository Applicants), and other public record information. Applicant understands that South State will perform quality control reviews of the loans submitted by Applicant for registration, 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 originators or processors on such loans, whether or not Applicant or its employees are implicated in the alleged misrepresentations and/or irregularities. Applicant hereby released and agrees to hold harmless South State, Lexis Nexis, Mortgage Asset Research Institute (MARI), all MARI subscribers, and any trade associates that endorse MARI’s mortgage fraud detection or risk management products from any and all liability for damages, losses, costs, and expenses that may arise from the reporting or use of any information submitted by South State or any other MARI subscriber to Mortgage Asset Research Institute, Inc., recorded in MARI’s MIDEX database, and used in any way by South State or any other MARI subscriber.

Applicant

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____



Affiliated Business Questionnaire and Certification

For the purpose of complying with the CFPB's *Ability to Repay and Qualified Mortgage Rule* and the CFPB's *TILA-RESPA Integrated Disclosure Rule* ("TRID" Rule), South State Bank, N.A., ("South State") requires that its mortgage brokers and correspondent lenders identify their affiliates by completing this Affiliated Business Questionnaire and Certification ("Questionnaire").

I. Questionnaire:

For this Questionnaire, an affiliate is defined, generally, as any company that controls, is controlled by, or is under common control with your company, such as your parent company, subsidiary and sister companies. Note that this definition differs significantly from the concept of an affiliate for the purposes of RESPA's "Affiliated Business Arrangement" requirements. For purposes of responding to this Questionnaire, please refer to the more specific definitions provided in Part II below¹.

- A. Please provide your Company's full legal name: _____
- B. Please provide a complete Organizational Chart for your Company, identifying all ownership and control relationships.
If you are unable to provide a complete organizational chart because you do not have access to information regarding ownership and/or control details across your organizational structure, please provide as much information as possible, identifying 25% Owners, Board-Controlling Persons, and/or FRB-determined affiliates where possible. Please also describe the nature and extent of any remaining uncertainty. South State will follow up to determine appropriate next steps.
- C. Does your Company have any Affiliates? _____
- D. On a separate sheet, please provide, for each Affiliate:
- the Affiliate's full legal name as well as any alternate names used by the Affiliate that might appear on an invoice or other material regarding fees charged by the Affiliate (i.e. DBAs);
 - the Affiliate's contact information;
 - the Affiliate's relationship to your Company; and
 - the nature of any Mortgage-Related Services provided by the Affiliate and the extent to which the Affiliate retains fees paid to it. For example, an appraisal management company might charge a \$500 fee, of which \$400 is remitted to the appraiser and \$100 is retained by the appraisal management company.

II. Definitions:

- A. "Affiliate" means any Person: (i) who is a 25% Owner, Board-controlling Person, or FRB-determined affiliate of your company; (ii) with respect to whom your company is a 25% Owner, Board-controlling Person, or FRB-determined affiliate; or (iii) who is connected to your company by Common Control.
- B. "Person" includes any individual or business entity, including but not limited to any corporation, limited liability company, partnership, trust, association, or other similar entity.
- C. "25% Owner" means any Person who owns, controls, or otherwise has the power to vote 25% of any class of voting securities in your company.
- D. "Board-controlling Person" means any Person who controls, in any manner, the selection of a majority of your directors, trustees, or equivalent management positions.

¹ In drafting this questionnaire, South State has had to make decisions based on its interpretation of the definition of "affiliate" under the federal Truth in Lending Act and Regulation Z, and its understanding of information reasonably obtainable by its loan originators. The contents of this questionnaire, including any embedded definitions, should not be taken as legal advice regarding the scope or collateral consequences of the "affiliate" definition under federal law.



- E. “FRB-determined Affiliate” means any Person who has been determined by the Federal Reserve Board to be affiliated with a specified other Person.
- F. “Common Control” means that the connection between two Persons is an unbroken chain of 25% Owners, Board-controlling Persons, and/or FRB-Determined Affiliates. For example, Persons A and B are under “Common Control” where a 25% Owner of Person A is also a 25% Owner of Person B (i.e. a common parent company).
- G. “Mortgage-Related Services” means services involving mortgage or credit insurance, title insurance or title agent functions, closing services, document processing, appraisal management function, and the similar services provided in connection with residential mortgage lending.

Certification

I, _____, certify that the information provided in response to South State's *Affiliated Business Questionnaire* is complete, accurate, and current. By signing below, I agree to provide updated Affiliate Business information to South State within 24 hours of becoming aware of any change to any response above. I further agree that I will ensure that South State has access to complete and accurate information regarding my company's Affiliates from the time my company delivers a mortgage loan application to South State to the time any such mortgage loan transaction in which South State is the creditor is consummated or otherwise disposed.

Signature

Date

Printed Name

Title

Company



VA Sponsorship Request Form

Veteran's Administration requires the following information to be completed for processing.

Each agent must contact the VA office with jurisdiction over its home office to obtain a VA lender ID number if it does not already have one. This number is used as the agent's identifier in all VA lending transactions, whether the agent is acting as an "agent," or on its own behalf as a "lender."

Broker Information

Name: _____

DBA (if applicable): _____

Address: _____

Federal Tax ID Number: _____

VA ID Number (if applicable): _____

Primary Contact Information

Contact Person: _____

Phone: _____

Email Address: _____

Please remit a \$100.00 check, payable to the Department of Veterans Affairs, along with this form to:

South State Bank
Attn: Jeff Merkel
3565 Piedmont Road NE
Building 3, Suite 600
Atlanta, GA 30305

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.