

EMIGRANT /// FUNDING

FAIR LENDING POLICY - BROKER ACKNOWLEDGEMENT

It is against Emigrant's policy to discriminate against a loan applicant or borrower because of race, color, religion, national origin, citizenship or immigration status, sex, marital status, status as a victim of domestic violence, age, family status, disability, military status, sexual orientation and/or gender identity, creed, the applicant's receipt of income derived from any public assistance program or the applicant's exercise, in good faith, of any right under consumer protection acts or similar laws and regulations or on any other prohibited basis, all as set forth under federal and state laws and regulations, including, but not limited to, the Home Mortgage Disclosure Act ("HMDA") and implementing Regulation C, the Fair Housing Act ("FHA"), the Equal Credit Opportunity Act ("ECOA") and implementing Regulation B, the Community Reinvestment Act ("CRA"), FDIC Reg. Sec. 345, New York State Executive Law, Article 15, Section 296-a, and Part 76 of the General Regulations of the New York State Bank Board, as well as applicable state laws where Emigrant has the authority to lend (collectively "Applicable Law"). Emigrant's practices and procedures are established to achieve these goals and to ensure that overt discrimination, disparate treatment or disparate impact on a prohibited basis do not occur in Emigrant's lending and credit extension operations.

Emigrant does not, because of a prohibited factor:

- Fail to provide information or services or provide different information or services regarding any aspect of the lending process, including credit availability, application procedures, or lending standards;
- Discourage or selectively encourage applicants with respect to inquiries about or applications for credit;
- Refuse to extend credit or use different standards in determining whether to extend credit;
- Vary the terms of credit offered, including the amount, interest rate, duration or type of loan;
- Use different standards to evaluate collateral;
- Treat a borrower differently in servicing a loan or invoking default remedies;
- Deny or discourage credit to any protected class, with respect to the applicant or any other person involved in a transaction, including tenants, owners, or occupants of the dwelling to serve as the collateral, or regarding other dwellings in the vicinity;
- Direct applicants to any type of loan product or offer differential pricing for credit.

Emigrant does not pre-screen applicants on the basis of race, color, religion, national origin, citizenship or immigration status, sex, marital status, status as a victim of domestic violence, age, family status, disability, military status, sexual orientation and/or gender identity, creed, or the applicant's receipt of income derived from any public assistance program or the applicant's exercise, in good faith, of any right under consumer protection acts or similar laws and regulations or any other prohibited basis.

Emigrant does not inquire about the applicant's birth control plans or practices. Inquiry as to whether any applicant's income is derived from alimony, child support or separate maintenance payments will be made only under such circumstances as are permitted under Applicable Law, and after appropriate notice to the applicant. Emigrant does not discriminate based on receipt of income from any of these sources.

Emigrant does not engage in any lending practice that is considered to be predatory or abusive. In addition, Emigrant avoids practices that may be considered unfair or deceptive.

Emigrant is committed to non-discriminatory marketing practices that do not improperly discourage or restrict applicants or exclude disadvantaged segments of a community, in a manner which would constitute discrimination because of race, color, religion, sex, national origin, citizenship or immigration status, marital status, status as a victim of domestic violence, age, family status, disability, military status, sexual orientation and/or gender identity, creed, the applicant's receipt of income derived from any public assistance program or the applicant's exercise, in good faith, of any right under consumer protection acts or similar laws and regulations or any other prohibited basis.

ACKNOWLEDGEMENT

I acknowledge receipt of Emigrant's Fair Lending Policy. I have read, and understand, Emigrant's Fair Lending Policy and agree to comply with the fair lending practices and policies contained herein, including, but not limited to New York Executive Law Section 296-a.

Broker Signature:

By:

Date

Title:

Company:

Address: