SETTLEMENT AGREEMENT
JAMES B. NUTTER & COMPANY

WHEREAS, JAMES B. NUTTER & COMPANY (hereafter "Nutter" or the "Corporation"), a corporation organized under the laws of, and headquartered in, Kansas City, Missouri, with full knowledge of its rights to notice and hearing pursuant to the laws of the District of Columbia, the States of Alaska, Connecticut, Illinois, Louisiana, Maryland, and North Carolina and the Commonwealths of Kentucky, Massachusetts and Pennsylvania (collectively, the "States") and having waived those rights, enters into this Settlement Agreement ("Agreement"), dated March 23, 2012, with representatives of the Alaska Department of Commerce, Community, and Economic Development; the Connecticut Department of Banking; the District of Columbia Department of Insurance, Securities, and Banking; the Illinois Department of Financial and Professional Regulation; the Kentucky Department of Financial Institutions; the Louisiana Office of Financial Institutions; the Maryland Department of Financial Regulation; the Massachusetts Division of Banks; the North Carolina Office of the Commissioner of Banks; and the Pennsylvania Department of Banking (hereafter the "State Mortgage Regulators") solely for the purpose of resolving this matter in its entirety and without admitting any allegations or implications of fact or any violation of laws, regulations and rules governing the conduct and operation of Nutter's mortgage business in each. Nutter and the States are collectively referred to as the "Parties."

WHEREAS, on or about July 26, 2010, the State Mortgage Regulators commenced a multi-state examination (the "Multi-State Examination") of Nutter covering the period of June 1, 2008 to May 31, 2010, in order to determine Nutter's compliance with applicable Federal and States' laws and regulations, financial adequacy, effectiveness and efficiency of management controls and operations.

WHEREAS, each State Mortgage Regulator conducted the Multi-State Examination pursuant to its statutory authority as well as protocols established by the CSBS/AARMR Nationwide Cooperative Protocol for Mortgage Supervision as well as the Nationwide Cooperative Agreement for Mortgage Supervision.

WHEREAS, Nutter is licensed under the laws of the States and has its corporate headquarters located at 4153 Broadway, Kansas City, Missouri 64111 and maintains various licensed branch offices in the States.

WHEREAS, Nutter cooperated with the State Mortgage Regulators during the course of the Multi-State Examination by: voluntarily providing documentation, including evidence of its efforts to comply with applicable laws, rules and regulations, access to its employees, systems and facilities and responding to inquiries, both verbally and in writing.

WHEREAS, the Multi-State Examination and related State Specific Reports of Examination (collectively referred to as the "Multi-State Examination"), which were prepared by the State Mortgage Regulators and issued to Nutter on January 21, 2011, asserted compliance findings in the States with applicable laws, regulations, and rules governing Nutter's mortgage business.

WHEREAS, on or about March 31, 2011, Nutter provided a response to the State-specific findings contained in the Multi-State Examination to the State Mortgage Regulators whereby Nutter acknowledged certain findings contained therein and disputed certain others.

WHEREAS, after negotiation and solely for the purpose of resolving all findings asserted by the State Mortgage Regulators, and without Nutter admitting wrongdoing or agreeing to the States' findings, the Parties seek to resolve by mutual agreement and without protracted administrative proceedings and judicial review all of the findings made by the State Mortgage

Regulators, pursuant to each State Mortgage Regulator's statutory authority. Nutter hereby waives its right to the hearing processes relative to such proceedings in each individual State and affirms that Nutter is willing to take the actions as set forth in this Agreement.

WHEREAS, in negotiating this Agreement, the States sought payments from Nutter that would not render Nutter insolvent.

WHEREAS, in order to ensure that the payments made by Nutter hereunder would not render Nutter insolvent, the States requested and Nutter provided certified financial statements indicating that Nutter would be solvent on a balance sheet basis and would be able to pay its obligations in the ordinary course of business after payment of all amounts required herein.

MULTI-STATE EXAMINATION FINDINGS

WHEREAS, the Multi-State Examination found that Nutter failed to meet certain State reporting requirements.

WHEREAS, the Multi-State Examination found that Nutter misconstrued certain state regulations and thereby allowed certain unlicensed individuals to originate mortgage loans.

WHEREAS, the Multi-State Examination found that Nutter lacked sufficient controls in some areas of its mortgage origination operations.

WHEREAS, the Multi-State Examination found that Nutter failed to retain certain files and records.

WHEREAS, the Multi-State Examination found that, in one state, with respect to one loan, Nutter conducted business with an unlicensed third party originator.

WHEREAS, the Multi-State Examination found that Nutter failed to meet certain State disclosure requirements.

WHEREAS, the Multi-State Examination found that Nutter failed to meet certain statutory sections of the State Mortgage Regulators summarized in Appendix A.

WHEREAS, Nutter contends that no borrowers were harmed by any of Nutter's actions addressed in the Multi-State Examination.

WHEREAS, the Parties now seek to resolve by mutual agreement all issues raised during the Multi-State Examination.

AGREEMENT OBLIGATIONS

1. Compliance. Upon the Effective Date of this Agreement, Nutter shall maintain procedures to:

a) Ensure that: (i) all mortgage loans are originated by mortgage loan originators ("MLOs") who are properly licensed in the state in which the MLO conducts business; and (ii) all mortgage applications are taken and signed by the licensed MLO conducting the application interview;

b) Ensure that all policies, procedures and controls permit only licensed individuals to engage in mortgage origination activities;

c) Ensure that its annual reporting complies with the laws in the State Mortgage Regulators' jurisdictions;

d) Ensure that its record-keeping complies with the laws in the State Mortgage Regulators' jurisdictions; and

e) Ensure that all records originated by Nutter in the course of business are preserved and retained in a manner as prescribed by applicable State and Federal laws.

2. Settlement Payments. Upon execution hereof, Nutter shall make a payment in the amount of four hundred ninety-two thousand fifty dollars (US $492,050), which shall be apportioned among the State Mortgage Regulators as follows:

(a) Alaska: US $10,000

(b) Connecticut: US $13,000

(c) District of Columbia: US $33,000

(d) Illinois: US $217,000

(e) Kentucky: US $12,000

(f) Louisiana: US $10,050

(g) Maryland: US $45,000

(h) Massachusetts: US $64,000

(i) North Carolina: US $38,000

(j) Pennsylvania: US $50,000

The payments submitted pursuant to Paragraphs 2(a) through 2(j) of this Agreement must be submitted in accordance with the payment instructions provided by each of the States. Nutter and each State acknowledge and agree that the portion of the above payments allocated to each State is appropriate, but that the total aggregate payments made to the States under this Agreement shall not exceed the $492,050 sum identified above.

Nutter acknowledges that any surety bond(s) that it may maintain in each of the States as a condition to maintaining the Corporation's mortgage license has been and continues to be a surety bond for payment of obligations of the type provided for in this Agreement. In the event that Nutter fails to submit any payment(s) set forth in this Agreement, in the amounts specified herein and in accordance with the applicable deadlines, Nutter agrees that the Corporation will

not object to the State(s) submitting a claim(s), nor attempt to defend or defeat such authorized claim(s), for any unpaid amount(s) against said surety bond(s).

3. Reverse Mortgage Program. Nutter agrees to undertake a comprehensive review and thereafter establish, implement and maintain policies and procedures to ensure that Nutter complies with all laws, regulations, guidance, and program requirements for offering reverse mortgage products in the States. The policies and procedures must be maintained to ensure, at a minimum, that a system of internal controls is maintained to verify Nutter's compliance, in those jurisdictions where such additional provisions apply, with the following: (a) counseling requirements for reverse mortgage applicants and any associated record retention requirements to document compliance therewith: (b) consumer disclosure completion requirements; and (c) timing requirements for application processing.

4. General Compliance: Nutter hereby represents to the State Mortgage Regulators that Nutter has implemented, and will continue to maintain, procedures to ensure that the Corporation complies with all regulatory requirements imposed by each individual State Mortgage Regulator pursuant to the provisions of the Multi-State Examination.

GENERAL PROVISIONS

5. Effectiveness. This Agreement shall become effective immediately upon the date of its execution by the State Mortgage Regulators ("Effective Date").

6. Consent. Nutter hereby knowingly, willingly, voluntarily and irrevocably consents to the execution of this Agreement (without any admission of liability) pursuant to the authority of the State Mortgage Regulators in each State and agrees that it understands all of the terms and conditions contained herein. Nutter by voluntarily entering into this Agreement waives any right

to a hearing or appeal concerning the terms, conditions and/or payments set forth in this Agreement.

7. Public Record. The provisions of this Agreement shall become public upon the Effective Date of this Agreement.

8. Entire Agreement. This Agreement contains the whole agreement between the Parties. There are no other terms, obligations, covenants, representations, statements, conditions or otherwise, of any kind whatsoever concerning this Agreement.

9. Binding Nature. The terms of this Agreement shall be legally binding upon each State Mortgage Regulator and Nutter's officers, owners, directors, employees, heirs, successors and assigns. The provisions of this Agreement shall remain effective and enforceable except to the extent that, and until such time as, any provisions of this Agreement shall have been modified, terminated, suspended, or set aside, in writing by mutual agreement of the State Mortgage Regulators collectively and Nutter.

10. Standing and Choice of Law. Each participating State Mortgage Regulator has standing to enforce this agreement in the courts or administrative hearing process of the State Mortgage Regulator's home state. In the event of any disagreement between any State Mortgage Regulator and Nutter regarding the enforceability or interpretation of this agreement or any party's compliance therewith, the courts or administrative hearing process of the state of the State Mortgage Regulator shall have exclusive jurisdiction over the dispute, and the substantive and procedural laws of said State Mortgage Regulator's home state shall govern the interpretation, construction and enforceability of this agreement.

11. Counsel. This Agreement is entered into by the parties upon full opportunity for legal advice from legal counsel.

12. Privilege. None of the Parties hereto waives or intends to waive any applicable attorney-client, work product privilege, confidentiality, or any other protection applicable to any negotiations, statements, production of records, information or proceedings relative to this Agreement. This provision shall survive termination of this Agreement.

13. Limited Release. This Agreement is the complete document representing the resolution of only the matters and findings noted in the Multi-State Examination. Neither Nutter nor any of its owners, directors, officers or employees will be subject to any related examination or enforcement claims or actions by the State Mortgage Regulators arising out of any mortgage loan activities that fall within the scope and time period covered by the Multi-State Examination. The State Mortgage Regulators reserve all of their rights, duties, and authority to enforce all statutes, rules and regulations under their jurisdictions against Nutter regarding any mortgage loan activities falling beyond either the findings of, and matters noted in, the Multi-State Examination or outside the time period covered by the Multi-State Examination.

14. Other Enforcement Action.

a. Notwithstanding any other relief to the contrary, if Nutter fails to comply with any of the terms and conditions set forth in Section 1, 2, 3 or 4 above (the "Agreement Obligations"), the State Mortgage Regulators may pursue any action allowed by law concerning such failure, including, but not limited to, revocation of any license of Nutter, imposition of any fine against Nutter, or any other remedy allowed by law. Further, the parties acknowledge and agree that any such failure by Nutter to comply with the Agreement Obligations with respect to a particular State shall be treated as a violation of an order of the State Mortgage Regulator of such State and may be enforced as such.

b. Nutter acknowledges and agrees that this Agreement is only binding on the State Mortgage Regulators and not any other local, state or federal agency, department or office regarding matters within this Agreement.

15. Authorization. The Parties below are authorized to execute this Agreement and legally bind their respective parties.

16. Counterparts. This Agreement may be executed in separate counterparts, by facsimile or by PDF. A copy of the signed Agreement will be given the same effect as an originally signed Agreement.

17. Titles. The titles used to identify the paragraphs of this Agreement are for the convenience of reference only and do not control the interpretation of this Agreement.

WHEREFORE, in consideration of the foregoing, including the recital paragraphs, the State Mortgage Regulators and Nutter intending to be legally bound do hereby execute this Agreement.

FOR JAMES B. NUTTER & COMPANY

George B. Lopez

(Officer Signature)

George B. Lopez

(Print Officer Name)

Executive Vice President

(Title)

Date: March 16, 2012

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FOR THE ALASKA DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC DEVELOPMENT,

Lorie L. Hovanec
(Signature)

Lorie L. Hovanec
(Print Name)

Director, Division of Banking and Securities
(Title)

Date: March 19, 2012

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FOR THE CONNECTICUT DEPARTMENT OF BANKING

(Signature)

Howard F. Pitkin
(Print Name)

Commissioner
(Title)

Date: 3/20/12

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FOR THE DISTRICT OF COLUMBIA DEPARTMENT OF INSURANCE, SECURITIES, AND BANKING

William P. White
(Signature)

WILLIAM P. WHITE
(Print Name)

Commissioner
(Title)

Date: March 21, 2012

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FOR THE ILLINOIS DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION

(Signature)

Manuel Flores
(Print Name)

Director, Division of Banking – Illinois Department of Financial & Professional Regulation
(Title)

Date: 3/21/12

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FOR THE KENTUCKY DEPARTMENT OF FINANCIAL INSTITUTIONS

(Signature)

CHARLES A. VICE
(Print Name)

COMMISSIONER
(Title)

Date: 3/20/12

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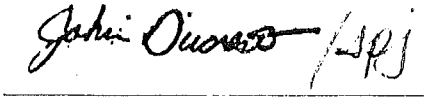
FOR THE LOUISIANA OFFICE OF FINANCIAL INSTITUTIONS



(Signature)

John Ducrest, CPA

(Print Name)

Commissioner of Financial Institutions

(Title)

Date: March 26, 2012

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FOR THE MARYLAND DEPARTMENT OF FINANCIAL REGULATION

Ann Bruce Norton
(Signature)

Anne Balcer Norton
(Print Name)

Deputy Commissioner of Financial Regulation
(Title)

Date: 3/23/12

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FOR THE MASSACHUSETTS DIVISION OF BANKS

(Signature)

David J. Cotney
(Print Name)

Commissioner of Banks
(Title)

Date: 3/16/12

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FOR THE NORTH CAROLINA OFFICE OF THE COMMISSIONER OF BANKS

_____
(Signature)

RAY GRACE
(Print Name)

INTERIM COMMISSIONER OF BANKS
(Title)

Date: 3-23-12

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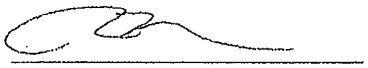
FOR THE PENNSYLVANIA DEPARTMENT OF BANKING



(Signature)

Ryan M. Walsh

(Print Name)

Chief, Compliance Division

(Title)

Date: March 19, 2012

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ALASKA

Sec. 06.60.012. Mortgage loan originator license required.

(a) Unless exempt under AS 06.60.015, an individual may not operate in the state as a mortgage loan originator with respect to a dwelling located in the state unless the individual is licensed as a mortgage loan originator under this chapter.

(b) An individual required to be licensed as a mortgage loan originator shall

(1) register with the registry and maintain a valid unique identifier issued by the registry;

(2) work under exclusive contract for, or as an employee of, a mortgage licensee; and

(3) be sponsored in the registry by a mortgage licensee under a sponsorship approved in the registry by the department; in this paragraph, "sponsored" means authorized to conduct business as a mortgage loan originator under the supervision of a mortgage licensee.

CONNECTICUT

Ct Gen. Stat. § 36a-486(b)(1)

No person licensed as a mortgage lender, mortgage correspondent lender or mortgage broker shall engage the services of a mortgage loan originator unless such mortgage loan originator is licensed under section 36a-489. An individual, unless specifically exempted under subdivision (2) of this subsection, shall not engage in the business of a mortgage loan originator with respect to any dwelling, as defined in Section 103 of the Consumer Credit Protection Act, 15 USC 1602, located in this state without first obtaining and maintaining annually a license as a mortgage loan originator under section 36a-489. Each licensed mortgage loan originator shall register with and maintain a valid unique identifier issued by the system. No individual may act as a mortgage loan originator for more than one person at the same time. The license of a mortgage loan originator is not effective during any period when such mortgage loan originator is not sponsored by a licensed mortgage lender, mortgage correspondent lender or mortgage broker, or during any period in which the license of the mortgage lender, mortgage correspondent lender or mortgage broker with whom such originator is associated has been suspended. Either the mortgage loan originator or the mortgage lender, mortgage correspondent lender or mortgage broker may file a notification of the termination of sponsorship of a mortgage loan originator with the system.

• Section 36a-494(b) - re: civil penalty

Whenever it appears to the commissioner that any person has violated, is violating or is about to violate any of the provisions of sections 36a-485 to 36a-498f, inclusive, 36a-534a and 36a-534b, or any regulation adopted pursuant thereto, or any licensee has failed to perform any agreement with a borrower, committed any fraud, misappropriated funds or misrepresented, concealed, suppressed, intentionally omitted or otherwise intentionally failed to disclose any of the material particulars of any residential mortgage loan transaction, including disclosures required by subdivision (6) of subsection (a) of section 36a-493, or part III of chapter 669 or regulations adopted pursuant thereto, to anyone entitled to such information, the commissioner may take action against such person or licensee in accordance with sections 36a-50 and 36a-52.

• Section 36a-50 - re: civil penalty (a)(1) Whenever the commissioner finds as the result of an investigation that any person has violated any provision of the general statutes within the jurisdiction of the commissioner, or any regulation, rule or order adopted or issued thereunder, the commissioner may send a notice to such person by registered or certified mail, return receipt requested, or by any express delivery carrier that provides a dated delivery receipt. The notice shall be deemed received by the person on the earlier of the date of actual receipt or seven days after mailing or sending. Any such notice shall include: (A) A statement of the time, place, and nature of the hearing; (B) a statement of the legal authority and jurisdiction under which the hearing is to be held; (C) a reference to the particular sections of the general statutes, regulations, rules or orders alleged to

have been violated; (D) a short and plain statement of the matters asserted; (E) the maximum penalty that may be imposed for such violation; and (F) a statement indicating that such person may file a written request for a hearing on the matters asserted within fourteen days of receipt of the notice.

(2) If a hearing is requested within the time specified in the notice, the commissioner shall hold a hearing upon the matters asserted in the notice unless such person fails to appear at the hearing. After the hearing, if the commissioner finds that the person has violated any such provision, regulation, rule or order, the commissioner may, in the commissioner's discretion and in addition to any other remedy authorized by law, order that a civil penalty not exceeding one hundred thousand dollars per violation be imposed upon such person. If such person does not request a hearing within the time specified in the notice or fails to appear at the hearing, the commissioner may, as the facts require, order that a civil penalty not exceeding one hundred thousand dollars per violation be imposed upon such person.

(3) Each action undertaken by the commissioner under this subsection shall be in accordance with the provisions of chapter 54.

(b) Whenever it appears to the commissioner that any such person has violated, is violating or is about to violate any such provision, regulation, rule or order, the commissioner may, in the commissioner's discretion and in addition to any other remedy

authorized by law: (1) Bring an action in the superior court for the judicial district of Hartford to enjoin the acts or practices and to enforce compliance with any such provision, regulation, rule or order. Upon a proper showing, a permanent or temporary injunction, restraining order or writ of mandamus shall be granted and a receiver or conservator may be appointed for such person or such person's assets. The court shall not require the commissioner to post a bond; (2) seek a court order imposing a penalty not to exceed one hundred thousand dollars per violation against any such person found to have violated any such provision, regulation, rule or order; or (3) apply to the superior court for the judicial district of Hartford for an order of restitution whereby such person shall be ordered to make restitution of any sums shown by the commissioner to have been obtained by such person in violation of any such provision, regulation, rule or order, plus interest at the rate set forth in section 37-3a. Such restitution shall, at the option of the court, be payable to the receiver or conservator appointed pursuant to this subsection, or directly to the person whose assets were obtained in violation of any such provision, regulation, rule or order. Whenever the commissioner prevails in any action brought under this subsection, the court may allow to the state its costs.

(c) The provisions of this section shall not apply to chapters 672a, 672b and 672c.

DISTRICT OF COLUMBIA

D.C. Official Code § 26-551.05(a) The Commissioner shall:

(1) Administer the District of Columbia Banking Code;
(5) License, regulate, supervise, and examine non-depository financial institutions engaged in regulated activity in the District;

(d) The Commissioner may enter into agreements that the Commissioner considers necessary or appropriate to the exercise of his or her powers, including agreements with agencies or instrumentalities of the District, states and territories of the United States of America, or the federal government, for the examination of banks, savings institutions, credit unions, trust companies, and other financial institutions.

(e) The Commissioner, in the performance of the duties and responsibilities of the Department, may enter into contracts with the Office of the Comptroller of the Currency, the Office of Thrift Supervision, the National Credit Union Administration, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, District agencies, other state or federal banking agencies, or any other entity, for those services necessary to carry out the duties and responsibilities of the Commissioner and the Department.

ILLINOIS

Residential Mortgage License Act of 1987, as amended, 205 ILCS 635/1-1 et al.

COMMONWEALTH OF KENTUCKY

KRS 286.8-170 (5) A mortgage loan company or mortgage loan broker shall pay a fee for each such examination of its operations or employees based on fair compensation for time and actual expense. For the purpose of avoiding unnecessary duplication of examinations, the commissioner, insofar as he or she deems it practicable in administering this section, may cooperate and exchange information with any agency of the state or federal government, other states, the Nationwide Mortgage Licensing System and Registry, or the federal National Mortgage Association, Government National Mortgage Association, and Federal Home Loan Mortgage Corporation, and may accept such examinations in whole or in part in lieu of an examination by the commissioner.

KRS 286.8-170(12) In order to carry out the purposes of this subtitle, the commissioner may:

(a) Retain attorneys, accountants, or other professionals and specialists as examiners, auditors, or investigators to conduct or assist in the conduct of examinations or investigations;

(b) Enter into agreements or relationships with other government officials or regulatory associations in order to improve efficiencies and reduce regulatory burden by sharing resources, standardized or uniform methods or procedures, and documents, records, information, or evidence obtained under this subtitle;

http://www.lrc.ky.gov/KRS/286-08/170.PDF

LOUISIANA

Title 6, Chapter 14, Residential Mortgage Brokers and Lenders, 1092. Suspension and revocation of licensure; commissioner's interpretations; prohibitions

A. After notice and an opportunity to be heard as provided in the Administrative Procedure Act,[1] the commissioner may suspend or revoke the license of any person licensed pursuant to this Chapter who:

(1) Violates any of the provisions of this Chapter or any rule or regulation promulgated or any order, including, but not limited to, a cease and desist order or subpoena, issued pursuant to this Chapter.

C. In addition to any other authority conferred upon the commissioner by this Chapter or this Title, the commissioner may issue cease and desist orders, order refunds of any unauthorized portion of any fee, or charge any person collects in violation of this Chapter, and may impose a civil money penalty not exceeding one thousand dollars upon any person who is found in an administrative proceeding to have violated any of the provisions of this Chapter or any rule or regulation promulgated in accordance with this Chapter. Each separate violation shall subject such person to such civil money penalty and each day such person acts without complying with the provisions of this Chapter, or the rules or regulations promulgated in accordance with this Chapter, shall constitute a separate violation.

MARYLAND

Pursuant to the Maryland Mortgage Lender Law (Annotated Code of Maryland, Financial Institutions Article ("FI") § 11-501 et seq.) and the Maryland Mortgage Originator Law (FI § 11-601 et seq.), the Commissioner is responsible for licensing and examining, inter alia, all mortgage lenders, brokers, servicers, and originators in the State of Maryland (the "State").

During all periods relevant hereto, the Respondent was duly licensed as a Maryland mortgage lender pursuant to the MMLL (License No. 06-442).

COMMONWEALTH OF MASSACHUSETTS

M.G.L chapter 255E and M.G.L chapter 255F.

NORTH CAROLINA

For mortgage activity which occurred on or after July 31, 2009, Article 19B of Chapter 53 "North Carolina Secure and Fair Enforcement (S.A.F.E.) Mortgage Licensing Act" of the North Carolina General Statutes.

For mortgage activity which occurred prior to July 31, 2009, Article 19A of Chapter 53 "Mortgage Lending Act" of the North Carolina General Statutes.

COMMONWEALTH OF PENNSYLVANIA

§ 6111. License requirements.

(a) General rule.— Except as provided under subsections (b) and (c), and section 6112 (relating to exceptions to license requirements), on and after the effective date of this section, no person shall engage in the mortgage loan business in this Commonwealth without being licensed as a mortgage broker, mortgage lender, mortgage loan correspondent or mortgage originator as provided under this chapter. A mortgage originator may not engage in the mortgage loan business unless the mortgage originator is employed and supervised by a licensed mortgage broker, mortgage lender or mortgage loan correspondent, person excepted from this chapter or person excepted from licensure under section 6112.

§ 6138. Authority of department.

(a) General authority.— The department shall have the authority to:

(1) Examine any instrument, document, account, book, record or file of a licensee or any person having a connection to the licensee or make other investigation as may be necessary to administer the provisions of this chapter. Pursuant to this authority, the department may remove any instrument, document, account, book, record or file of a licensee to a location outside of the licensee's office location. The costs of the examination shall be borne by the licensee or the entity subject to the examination.

(2) Conduct administrative hearings on any matter pertaining to this chapter, issue subpoenas to compel the attendance of witnesses and the production of instruments, documents, accounts, books and records at any hearing. The instruments, documents, accounts, books and records may be retained by the department until the completion of all proceedings in connection with which the materials were produced. A department official may administer oaths and affirmations to a person whose testimony is required. In the event a person fails to comply with a subpoena issued by the department or to testify on a matter concerning which he may be lawfully interrogated, on application by the department, the Commonwealth Court may issue an order requiring the attendance of the person, the production of instruments, documents, accounts, books and records and the giving of testimony.

(3) Request and receive information or records of any kind, including reports of criminal history record information from any Federal, State, local or foreign government entity regarding an applicant for a license, licensee or person related in any way to the business of the applicant or licensee, at a cost to be paid by the applicant or licensee.

(4) Issue regulations, statements of policy or orders as may be necessary for the proper conduct of the mortgage loan business by licensees, the issuance and renewal of licenses and the enforcement of this chapter.

(5) Prohibit or permanently remove a person or licensee responsible for a violation of this chapter from working in the present capacity or in any other capacity of the person or licensee related to activities regulated by the department.
(6) Order a person or licensee to make restitution for actual damages to consumers caused by any violation of this chapter.
(7) Issue cease and desist orders that are effective immediately, subject to a hearing as specified in subsection (b) within 14 days of the issuance of the order.
(8) Impose such other conditions as the department deems appropriate.

§ 6140. Penalties.
(a) Persons operating without licenses.— A person subject to the provisions of this chapter and not licensed by the department who violates any provision of this chapter or who commits any action which would subject a license to suspension, revocation or nonrenewal under section 6139 (relating to suspension, revocation or refusal) may be fined by the department up to $10,000 for each offense.
(b) Violation by licensee.— A person licensed under this chapter or director, officer, owner, partner, employee or agent of a licensee who violates a provision of this chapter or who commits any action which would subject the licensee to suspension, revocation or nonrenewal under section 6139 may be fined by the department up to $10,000 for each offense.