



GO MORTGAGE, LLC Broker Application Package

CHECKLIST

Applicant must **execute** the following documents included with the Application Package:

- _____ Broker Application
- _____ Broker Agreement
- _____ Broker Compensation Addendum
- _____ Company Resolution (N/A if sole proprietor)
- _____ AIR Certification
- _____ AML Certification
- _____ Compliance Certification
- _____ System Access List
- _____ VA Sponsorship Request Form ***only if*** you are requesting Go Mortgage, LLC to request VA sponsorship for your company.
- _____ W-9

Applicant must **attach** the following documentation to the Application Package:

- _____ Resumes of all principal officers and owners
- _____ Most recent MTD and YTD Financial Statements
- _____ Credit reports of owners not more than 60 days old (**or** Credit Authorization signed at Section X)
- _____ Agency approval letters
- _____ Surety Bond and E&O Insurance Binders
- _____ Quality Control Policy and Procedures
- _____ Detailed explanations required by Section IX of the Broker Application, where applicable
- _____ \$100 check payable to Department of Veterans Affairs ***only if*** you are requesting Go Mortgage, LLC to request VA sponsorship for your company



Information to be completed by Applicant

I. Contact Information

Company Name: _____

DBA, if applicable: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Mailing Address (if different): _____

Phone: _____ Fax: _____

Primary Contact Name: _____

Primary E-Mail Address: _____

Company Website: _____

Additional Branch/Office Locations (if applicable): _____

II. Legal Entity Information

Date of Formation: _____ State of Incorporation: _____ Type of Entity: _____

Tax ID#: _____ Fiscal Year End: _____

Owners of Company (Name, Title, and Percentage Ownership):

Principal Officers of Company (Name and Title):

Please attach resumes of all owners and principal officers of Company identified above.

III. Licensing and Supervision Information

Company NMLS ID#: _____

State licenses: Identify the states in which Company is licensed to do business:

Primary regulator (Company is regulated by the following government agencies):

Agency Approval:

☐ FHA/HUD #: _____ Date Approved: _____

☐ VA #: _____ Date Approved: _____

☐ FNMA #: _____ Date Approved: _____

☐ FHLMC #: _____ Date Approved: _____

☐ USDA #: _____ Date Approved: _____

Please attach copies of all agency approval letters.

IV. Insurance Information

Insurance Company Name: _____

Type of Insurance: _____ Aggregate Amount: _____ Expiration Date: _____

Insurance Company Name: _____

Type of Insurance: _____ Aggregate Amount: _____ Expiration Date: _____

Please attach documentation of any insurance binders.

V. References: Provide two (2) references from lenders/investors

Company Name: _____

Address: _____

Contact Person Name: _____

Telephone Number and Email Address: _____

Estimated Monthly Volume: _____

Company Name: _____

Address: _____

Contact Person Name: _____

Telephone Number and Email Address: _____

Estimated Monthly Volume: _____

VI. Loan Production Information (For preceding 12-month period)

Government Loans:

of Loans: _____

Total Funding Volume (\$): \$ _____

Conventional Loans:

of Loans: _____

Total Funding Volume (\$): \$ _____

Jumbo Loans:

of Loans: _____

Total Funding Volume (\$): \$ _____

VII. Financial Information

Net Worth: _____

Please attach most recent financial statements.

VIII. Technology Resources Information

Processing Software (include version, if applicable): _____

Point of Sale Loan Origination Software: _____

Do you currently use Fannie Mae's Desktop Underwriter? Yes or No: _____

Do you currently use Freddie Mac's Loan Prospector? Yes or No: _____

IX. DISCLOSURE/DUE DILIGENCE QUESTIONS

Please complete thoroughly and attach additional pages if needed for complete explanation. For purposes of these questions, "Applicant" refers to the Company itself (as named in Section I of this Agreement, along with any DBAs), and/or any principals, corporate officers, partners, directors, managers, supervisors, loan processors, loan underwriters, or loan originators of the company. *For any question below to which you have responded YES, please provide a detailed written explanation along with this Application.*

1. Has Applicant ever been named as a defendant(s) in any civil proceeding for alleged fraud or misrepresentation in connection with any real estate or residential mortgage-related activity?

Yes or No: _____

2. Has Applicant ever been named as a defendant(s) in any criminal proceeding (regardless of conviction) for alleged fraud or misrepresentation in connection with any real estate or residential mortgage-related activity?

Yes or No: _____

3. Is Applicant currently, or has Applicant ever been, named as a party in any civil or criminal proceeding?

Yes or No: _____

4. Within the past seven (7) years, has Applicant filed for protection from creditors under any provision of the bankruptcy laws?

Yes or No: _____

5. Is Applicant currently involved in any legal action that could affect the Company's capacity to perform under a broker agreement?

Yes or No: _____

6. Has Applicant ever been temporarily or permanently suspended by an investor or other lender from selling or servicing mortgages?

Yes or No: _____

7. Has Applicant ever had a lender enforce or attempt to enforce the "hold harmless" and/or repurchase provision of any broker or correspondent lender agreement?

Yes or No: _____

8. Has Applicant ever made any indemnification to another lender due to loss or potential loss incurred?

Yes or No: _____

9. Is Applicant currently, or has Applicant ever been, suspended, debarred, under a limited denial of participation (LDP), or otherwise similarly restricted by the Mortgagee Review Board, the Office of Management and Budget, or other federal authority?

Yes or No: _____

10. Are any employees or agents of Applicant currently, or have any employees or agents of Applicant ever been, suspended, debarred, under a limited denial of participation (LDP), identified on an exclusionary list, or otherwise similarly restricted by the Mortgagee Review Board, the Office of Management and Budget, or other federal authority?

Yes or No: _____

11. Has Applicant ever had a real estate or other state professional license suspended or revoked, or has Applicant otherwise be been subjected to any other reprimand, censure, or disciplinary action by a state regulatory agency?

Yes or No: _____

12. Has Applicant ever had a license suspended or revoked by FHLMC, FNMA, HUD, VA, or any other government agency or private mortgage insurer?

Yes or No: _____

13. Is Applicant currently, or has Applicant ever been, in violation of the provisions of the S.A.F.E. Mortgage Licensing Act of 2008 or any applicable provision of state law?

Yes or No: _____

14. Is Applicant currently, or has Applicant ever been, subject to any unresolved findings, corrective action, enforcement proceeding, and/or consent order resulting from an audit, examination, or investigation by a federal regulatory agency?

Yes or No: _____

15. Is Applicant currently, or has Applicant ever been, subject to an investigation by, or referral to, the U.S. Department of Justice for an alleged pattern or practice of conduct in violation of the Equal Credit Opportunity Act?

Yes or No: _____

16. Do Applicant's internal policies compensate mortgage loan officers in a manner that incentivizes steering of consumers to particular loan officers, loan products, and/or loan terms, or otherwise violates any of the federal provisions governing the compensation of mortgage loan originators or other applicable federal law?

Yes or No: _____

To be able to respond "NO" to question 16, Applicant must certify ("X") that it does all the following:

_____ 16a. Pays loan originators a commission that is calculated either as a set percentage or flat dollar amount for all closed loans.

_____ 16b. Pays loan originators a commission that is not based on any loan transaction term or proxy for any loan transaction term, except that this compensation may vary based on the loan amount.

- _____ 16c. If applicable, pays loan originators other compensation, such as a production or volume bonus, that is not based on any loan transaction term or proxy for any loan transaction term, except that this compensation may vary based on the total loan volume originated by the loan originator.
- _____ 16d. Prohibits compensation arrangements between its own loan originators and/or other Company employees that are based on referrals.
- _____ 16e. Prohibits compensation arrangements between its own loan originators and/or other Company employees that may create an incentive for a loan originator to steer a consumer toward a less favorable or less desirable loan option, or otherwise act contrary to the interests of the consumer.

17. Is Applicant an **Affiliate** of a builder, developer, real estate sales firm, appraisal firm, contract processing company, title insurance or closing services company, or mortgage insurance firm?

Yes or No: _____

If yes, provide the name of the Affiliate(s) and they type of business performed by the Affiliate(s):

18. Does Applicant permit current employees or agents of Applicant to be employed in any other real estate or residential mortgage-related business?

Yes or No: _____

19. Does Applicant permit its loan originators and other employees engaged in loan origination activity to exercise substantial discretion, exceed rate limitations or caps, override flags triggered by Applicant's loan processing or loan origination systems, or otherwise depart from Applicant's internal loan application, origination, and pricing policies?

Yes or No: _____

20. Do your employee hiring procedures include a check for all employees, including management, who are involved in the origination of mortgage loans against the U.S. General Services Administration (GSA) Excluded Parties List, the HUD Limited Denial of Participation (LDP) List, and the Federal Housing Finance Agency (FHFA) Suspended Counterparty Program (SCP) List?

Yes or No: _____

X. Credit Reporting Authorization

Do one of the following:

1. Provide a Credit Report dated within 60 days; **or**
2. Fill out the Authorization for Go Mortgage, LLC to pull your Credit Report.

AUTHORIZATION:

I hereby authorize Go Mortgage, LLC to obtain a credit report and complete a background check on me as part of the approval process.

Signature	Printed Name	Title
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Home Address

Birth Date	Social Security Number
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XI. Certification and Acknowledgement

All the information contained in this Application and supporting documentation is true and complete to the best of my knowledge. I authorize Go Mortgage, LLC to verify the information contained in this Application and supporting documentation.

Company Name

Signature of Owner or Principal Officer	Date
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Name (Printed)

Title



GO MORTGAGE, LLC BROKER AGREEMENT

This Broker Agreement (the “Agreement”), made and into this _____ day of, _____ 202__, by and between **Go Mortgage, LLC** (“Lender”) and _____ (“Broker”) located at _____ (collectively referred to as the “Parties”).

RECITALS

1. Broker is engaged in the business of originating residential mortgage loans as a mortgage broker and is either a sole proprietorship or employs licensed mortgage loan originators.
2. Lender extends credit to qualified borrowers for first lien residential mortgage loans.
3. The Parties wish to establish a non-exclusive relationship whereby Broker will submit residential mortgage loan application packages (“Loans”) to Lender on behalf of Broker’s clients (“Borrowers”) for possible funding by Lender.
4. The Parties wish to enter into this Agreement to set forth the terms of their non-exclusive relationship. This Agreement applies to all submissions by Broker to Lender. Notwithstanding any other agreement or understanding to the contrary, each term of this Agreement is intended to supersede any prior Broker agreements or understandings governing the relationship between the parties, if any, that existed before this Agreement was executed.

NOW THEREFORE the Parties agree as follows:

AGREEMENT

1. **Primary Obligations of Broker**

From time to time, Broker may submit Loans with supporting documentation to Lender in compliance with representations and warranties in this Agreement and the Lender’s lending policies and guidelines, including announcements, memoranda, permissible fee schedules, and other communications to Broker (“Guidelines”). Lender may amend its Guidelines and submission requirements from time to time in its sole discretion with notice to Broker.

Pursuant to this Agreement, Broker will perform the following duties with respect to all Loans submitted by Broker to Lender:

Broker shall take information from the Borrower and complete an application for the Borrower.

- (a) Broker shall analyze the Borrower's income and debt and prequalify the Borrower to determine the maximum mortgage amount for which Borrower may qualify.
- (b) Broker shall collect financial information (credit reports, tax returns, bank statements, verification of employment, verification of deposit, etc.) and other related documents that are part of the application process.
- (c) Broker shall submit Loans for Borrowers that contain all required documentation necessary for Lender to render a decision as to whether to approve a Borrower's loan application. Further, credit, income and deposit verification documents shall never come into the possession, custody or control of the Borrowers. Broker shall furnish Lender with any credit, financial, and other information of the Borrower, as required by Lender, at no expense to Lender.
- (d) Broker shall educate the Borrower in the home buying and financing process, advising the Borrower about the different types of loan products available, and demonstrating how closing costs and monthly payments would vary under each product.
- (e) Broker shall provide such information as Lender may reasonably request to assist Lender in marketing the Loans to secondary market investors.
- (f) Broker shall make reasonably diligent inquiry of each Borrower regarding the statements and information contained in the Loan to determine whether the Loan contains any false or misleading statements, or omits any material facts, which render any documents contained in the Loan inaccurate or false. Broker shall promptly inform Lender of any such findings orally and in writing. A "material fact" is any information upon which Lender could reasonably rely in performing its underwriting function in connection with the decision to approve or deny the Loan.
- (g) Broker shall assist the Borrower in understanding and clearing credit problems.
- (h) Broker shall timely deliver Lender's anti-steering disclosure, providing alternative loan options to each consumer on Loans to meet the safe harbor provisions of Regulation Z.
- (i) Broker shall maintain regular contact with the Borrower, realtors, Lender, between application and closing to apprise them of the status of the application and gather any additional information as needed.
- (j) Broker shall participate in the Loan closing.
- (k) Broker shall fully assist and cooperate in any fraud investigation initiated by Lender, its secondary market investors or regulators.
- (l) Broker shall notify Lender of any potential conflicts of interest arising from the Loan.
- (m) Broker shall perform such other services as Lender shall require in its sole discretion, in order to close and fund the Loan.
- (n) Broker to the best of their ability represent that information collected from the builder is true and accurate and there is no affiliation between the originator, broker and builder.

Upon receipt by Lender, the contents of all Loans submitted to Lender shall immediately become the property of Lender, and all information contained therein may be subject to Lender's independent verification and use.

2. **Broker's Authority**

Broker shall not be the agent, partner, joint venturer, representative, or employee of Lender. Broker's relationship with Lender shall be only for the purpose of collecting information and preparing and submitting Loans to Lender. Broker shall have no authority to enter into a binding loan contract on Lender's behalf or to bind Lender in any way. Lender shall have the absolute right to establish the loan rates charged borrowers, the terms and conditions for such Loans, and all charges relating to such Loans. Broker may, however, suggest possible terms and conditions to borrowers. Broker shall not use Lender's name, logo, or service marks for any purpose without Lender's written permission.

Broker shall clearly represent to all Borrowers that Broker submits Loans to Lender for Lender's review and evaluation, that Broker has no authority to approve Loans, and that Lender has sole and absolute discretion to approve and fund Loans. Broker shall clearly represent to all Borrowers that Broker has no authority to enter into a binding loan contract on Lender's behalf or to bind Lender in any way, including the fact that Broker may not lock in any rate or other loan term without Lender's express written approval. Further, Broker shall clearly represent to all Borrowers that Broker is acting only as a conduit for submission of Loans to Lender on behalf of Borrowers.

Broker is an independent contractor, and, except as otherwise provided in this Agreement, Broker shall have full responsibility for determining the methods and means of performing the activities contemplated by this Agreement and complying with the requirements, duties and warranties contained herein.

3. **Loan Approval**

Loan approval shall be within Lender's sole discretion. Broker shall not represent that Lender has approved or will approve any Loan unless and until Broker is so informed by Lender in writing.

4. **Fees**

For services rendered by Broker in accordance with Section 1 of this Agreement, Lender shall pay Broker a percentage of the loan amount for each loan, which Lender approves and subsequently funds as set forth in the Broker Compensation Agreement Addendum to this Agreement. No fee shall be owed from Lender to Broker on any proposed Loan that is not closed and funded by Lender. No fee shall be owed from Lender to Broker on any closed loan that is a borrower paid transaction. Broker shall not receive compensation or charge any fee in excess of the reasonable value of the services actually provided. In accordance with all applicable state and federal laws and regulations, Broker shall disclose its lender paid compensation to each borrower. See Broker Compensation Agreement Addendum.

5. **Broker's Representations and Warranties**

Broker represents and warrants to Lender, at the time of execution of this Agreement and at the time any Loan is submitted to Lender and at the time Loan is closed and funded, that:

5.1 Broker is duly organized, validly existing and in good standing under the laws of the state of its organization and has all qualifications, registrations, licenses, and permits necessary to carry on its business in each state in which it originates loans. Broker has the requisite power, authority,

and legal capacity to enter into and perform its obligations under this Agreement. Broker has taken all necessary action to authorize the execution, delivery, and performance of this Agreement. Broker's execution, delivery, and performance of this Agreement will not conflict with or result in a breach of any terms, conditions, or provisions of applicable laws or Broker's articles of incorporation, charter, by-laws, partnership agreement, or other organization documents, any agreement to which it is a party, or any court order, judgement or decree to which it is subject. Broker's participation is in the ordinary course of Broker's business. Broker, and its loan officers, have all power and authority and all government licenses, authorizations, consents and approval to transact business in which it is engaged and proposes to engage. Broker hereby agrees to indemnify, defend, and hold Lender harmless for, from and against any and all losses, damages, cost, expenses, attorney's fees, claims, causes of action, lawsuits, proceedings, judgments, settlements, and awards arising from or in any way related to the Broker or any of its loan officers operating without a loan originator license. This indemnity shall survive the termination of this agreement.

These warranties apply to the licenses, registrations, permits and authorities required in each jurisdiction in which property intended to secure Loans that are submitted by Broker is located.

Broker shall immediately notify Lender of any change to its status, and, upon request any change or modification to the status of any loan officer or other person employed or utilized by Broker.

- 5.2** Broker is in compliance with all state and federal laws and regulations relating to the activities contemplated by this Agreement. Broker is in compliance with, and understands all requirements related to the making of each Loan, including but not limited to the Equal Credit Opportunity Act, Truth-in Lending Act, Real Estate Settlement Procedures Act, Flood Disaster Protection Act, US Patriot Act, Gramm-Leach-Bliley Act regulations applicable to a loan correspondent, and state, federal, and agency requirements, as amended from time to time.
- 5.3** The initial filing of the Borrower's application for each Loan has been made with the Broker. No loan brokers or loan processors other than the Broker, its employees or its duly authorized agents or contractors have been involved in arranging or originating the Loan.
- 5.4** Broker represents and warrants that all information collected in connection with the Borrower's application has been collected directly by Broker. Broker warrants that no verification of employment, verification of deposit and credit reports are handled by the Borrower or any interested third party.
- 5.5** Broker has documented and originated each loan in a prudent manner and in compliance with the applicable credit standards, terms and/or conditions of federal and state agencies, and/or Lender and in accordance with all applicable lending and other laws.
- 5.6** Broker represents and warrants that Broker obtained all of the information from borrower either by telephone, internet or e-mail and that all of the information entered on the application by the Broker is an accurate record of the information provided by the borrower.
- 5.7** Broker understands Lender intends to sell the Loans to investors in the secondary market. Broker represents, covenants, and warrants that in submitting Loans to Lender it is in full compliance

with all pertinent requirements, as applicable, of Fannie Mae, Freddie Mac, FHA, USDA and VA.

5.8 Except as previously disclosed by Broker to Lender in writing, there are no pending or, to the best of Broker's knowledge, threatened any civil or criminal law suit or action, or administrative, arbitration, mediation or other proceeding or governmental investigation (including an allegation of fraud by another lender) against Broker or its current or former

owners, agents, or employees which could have a materially adverse effect on the Broker's business, assets, financial condition or reputation.

5.9 Broker shall not have any direct or indirect ownership interest in any third party vendors providing services with respect to the Loans, including but not limited to, any settlement service providers, notary, credit reporting services, real estate agents, appraisers, or title or escrow agents involved in the Loans. Broker shall not act as the real estate agent representing the buyer or seller in connection with the Loans or conduct any settlement services related to the Loans. Broker shall disclose to Lender in writing upon submission of the Application any and all personal or monetary involvement relating in any way to the Loan.

5.10 Broker does not compensate any of its loan officers or other employees that meet the definition of loan originator, as defined in the Truth in Lending Act, in any manner that is out of compliance with federal and state regulations, including the loan originator compensation rules.

5.11 Broker shall immediately notify Lender of any substantial change in the management or ownership of Broker. Broker shall immediately notify Lender of any substantial change in Broker's financial condition that may have a material impact on the terms of this Agreement.

5.12 Non-Solicitation. Mortgage Loans cannot be solicited by Broker for refinance for a period of six months from the date the Mortgage Loan is modified after construction is complete by GO MORTGAGE.

6. Breach by Broker and Remedies Available to Lender

Lender will allow Broker 30 days to try and cure any breach of its representations and warranties under the Agreement. After that time period for Broker's breach of its representations and warranties under this Agreement, Lender shall have the following remedies, which it may exercise individually or collectively:

6.1 Exercise any rights it may have under this Agreement.

6.2 Withhold any amounts due and payable to Broker under any Loans funded by Lender up to the amount of damages suffered by Lender as a result of Brokers breach(es).

6.3 Demand that Broker reimburse Lender for the amount paid by Lender to Broker on any Loan submitted to Lender by Broker that results in an early pay off within twelve (12) months of Lender's sale of such Loan to any investor. Lender will notify Broker of such Loans and the amount to be paid by Broker. Within thirty (30) days of receipt of Lender's notice, Broker shall pay to Lender the amount set forth in Lender's notice to Broker.

7. **Broker's Indemnification of Lender**

Broker hereby agrees to and shall indemnify, defend and hold harmless Lender, its shareholders, affiliates, directors, officers, employees, agents, successors and assigns, from and against any and all damages, losses, liabilities, costs, actions, causes of action, claims, demands and expenses, including without limitation, reasonable attorneys' and accountants' fees and costs, relating to, arising out of, or associated with (i) a borrower under any Loan; or (ii) any person or persons who prosecute or defend any actions or proceedings as representatives of or on behalf of any class or interest group concerning a Loan, and (iii) Broker's breach of its duties, obligations, representations and/or warranties under this Agreement or if the Loan contains any fraudulent document or Lender determines that Broker misled or misrepresented terms to a borrower in the origination of the Loan.

Broker's obligation to indemnify Lender under this Agreement shall arise upon: Lender incurring a loss, or upon Lender's receipt of an enforceable Loan repurchase demand from a secondary market investor; provided, however, that Broker's obligation to indemnify or repurchase shall be contingent upon: Broker's breach of a particular term, duty, warranty, or representation contained in this Agreement, including, but not limited to Broker's conveyance of fraudulent documents to Lender or Broker misleading or misrepresenting terms in the origination of a Loan and such breach being the legal cause of any loss incurred by Lender or of any Loan repurchase demand from a secondary market investor received by Lender.

8. **Privacy of Borrower Information**

Each party shall comply with all federal, state and local laws and regulations governing or relating to the privacy of consumer nonpublic personal information in connection with this Agreement including, without limitation, the Gramm-Leach-Bliley Act ("GLBA"). Each party shall implement such physical and other security measures as shall be necessary to (a) ensure the security and confidentiality of nonpublic personal information of customers and consumers, as those terms are defined in GLBA; protect against any threats or hazards to the security and integrity of such nonpublic personal information, and (c) protect against any unauthorized access to or use of such nonpublic personal information.

9. **Termination of Agreement**

Either party may terminate this Agreement, at any time, upon written notice to the other party; provided, however, that the terms, duties, warranties, and representations contained in this Agreement with respect to any Loans submitted by Broker before termination shall survive the termination of this Agreement and shall continue to apply to Broker and Lender.

The termination of this Agreement does not relieve either party of the duties, warranties, and representations contained in this Agreement with respect to any services performed pursuant to this Agreement.

10. **Governing Law & Venue**

This Agreement shall be governed by the laws of the state of Wisconsin, without regard to Wisconsin's choice of law or conflict of laws principles. Any suit arising from, or for enforcement of, this Agreement shall be brought in a state or federal judicial district court in Wisconsin.

11. Other Terms

11.1 Right of Offset

Amounts owed by Broker to Lender may, at Lender's option and in its sole and absolute discretion, be offset by Lender against any amounts then or thereafter owed by Lender to Broker.

11.2 Attorney Fees

In connection with any legal action or other proceeding brought by a party hereto against the other party for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision, term, duty, warranty or representation contained herein, the prevailing party or parties shall be entitled to reasonable attorney fees and other costs incurred by the prevailing party in that action or proceeding, in addition to any other relief to which the prevailing party or parties may be entitled.

11.3 Assignment of Agreement

This Agreement may not be assigned by Broker.

11.4 Entire Agreement, Amendment

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior and contemporaneous oral agreements, representations and understandings. No supplement, modification or amendment hereof made subsequent to the date of this Agreement shall be valid unless it is executed in writing and signed by both Parties.

11.5 Waivers & Remedies

Failure or delay to audit any Loan or to exercise any right under this Agreement shall not act as a waiver of any other right contained herein, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar or not, nor shall any waiver of any provision of this Agreement continue in perpetuity unless expressly agreed in writing. No waiver of any provision of this Agreement shall be binding unless it is executed in writing and signed by the party making the waiver. Notwithstanding any waiver of any provision of this Agreement, all remedies pursuant to this Agreement shall be cumulative and shall not be exclusive of any other remedy, whether pursuant to this Agreement or otherwise.

11.6 Severability

If any provision(s) of this Agreement is held to be invalid, void, or unenforceable by a court of competent jurisdiction, such provision(s) shall be severed, and judicially modified to the minimum extent necessary to be rendered legal, valid and enforceable while accomplishing the intent of such provision(s) as nearly as practicable, and then such judicially-modified provision(s) together with the remaining provisions of this Agreement shall be enforced.

11.7 Assurances

Each party to this Agreement shall perform any and all further acts and execute and deliver any documents that may be reasonably necessary to carry out the provision of this Agreement and the services contemplated herein.

11.8 Notices

All notices required under this Agreement shall be in writing, shall be made to the addresses listed in this paragraph, and shall be deemed to be given at the following times according to the following exclusively-authorized delivery methods: (i) if by hand delivery, upon actual delivery; (ii) if by nationally-recognized courier service that guarantees overnight delivery, one business day after deposit therewith, provided that such delivery actually occurs on the business day after deposit; or, (iii) if by the United States Postal Service, first class, certified mail with return receipt requested and postage fully prepaid thereon, on the third business day after deposit therewith, provided that such delivery is actually made within three business days after such deposit.

Any notices or communications contemplated or required between the Parties hereunder shall, until and unless directed otherwise by appropriate notice, be directed as follows:

If to Lender:

Go Mortgage, LLC

Attn: COO

15430 W. Capitol Drive

Brookfield, WI 53005

Copy to email:

dbeier@gomortgage.com

If to Broker:

11.10. Counterparts.

This Agreement may be executed in one or more counterparts (including by means of electronically transmitted signature pages), all of which shall be considered one and the same agreement and shall become effective once all parties have signed and delivered at least one counterpart. In pleading or proving any provision of this Agreement, it shall not be necessary to produce more than one complete set of signed counterparts.

By signing below, Lender and Broker accept and agree to the terms, duties, warranties and representations contained in this Agreement:

LENDER

BROKER

Go Mortgage, LLC

(entity name)

By: _____
(Signature)

By: _____
(Signature)

(Print Name & Title)

(Print Name & Title)



BROKER COMPENSATION ADDENDUM

This Broker Compensation Addendum is entered into as of the Effective Date of the Broker Agreement.

Broker shall be compensated in compliance with all laws and regulations governing loan originator compensation, including but not limited to the Truth-in-Lending Act and its implementing Regulation Z, RESPA, and its implementing Regulation X.

Lender-Paid Compensation on each Loan brokered to the Lender shall be as follows:

Basis Points of Total Loan Amount _____

Minimum Compensation on all Loans _____

Maximum Compensation on all Loans _____

Company Name	
Signature of Owner or Principal Officer	Date
Name (Printed)	
Title	

Resolution of
of _____

RESOLVED FIRST, that

Name	Title
_____	_____
_____	_____
_____	_____

of _____ (*company name*), 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 LLC/Corporation/Company and under its seal, from time to time while this resolution is in effect, to broker mortgage loans to Go Mortgage, LLC and/or sell mortgage loans to Go Mortgage, LLC and to execute any and all agreements, contracts, assignments and endorsements, and issue any checks or drafts, reports, mortgage documents, and information required or deemed necessary or proper by Go Mortgage, LLC in connection therewith.

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution presented to and adopted by the Board of Directors/Members/Organizers of:

(*company name*) at a meeting duly called and held at _____ on the day of _____, 20____ at which time a quorum was present and voted; that the officers named are the present incumbents of the respective offices set forth after their respective names.

Corporate Secretary/Authorized Member/Owner
Print Name: _____

(corporate seal)



GO MORTGAGE, LLC
APPRAISER INDEPENDENCE REQUIREMENTS
ACKNOWLEDGMENT

In accordance with Fannie Mae and Freddie Mac's Appraiser Independence Requirements (the "Requirements"), all loans brokered to Go Mortgage, LLC must comply with the provisions set forth in the Requirements.

Broker acknowledges that it has adopted Appraiser Independence Requirements (the "Requirements"), and has developed and implemented the structure, policies and procedures required in order to ensure that all conventional (conforming and non-conforming), single-family (1-4 unit) residential mortgage loans are in compliance with the Requirements, and that all appraisals used for mortgages were obtained in a manner consistent with the Requirements. In addition to the above acknowledgment, Broker specifically acknowledges adherence to all of the following statements:

- Appraisals were prepared, ordered and obtained in full compliance with all aspects of the Requirements.
- Neither any member of Broker's sales or loan production staff, nor any other member of Broker's staff who is likewise prohibited under the Requirements, played any role in selecting, retaining, recommending, or influencing the selection of any appraiser(s).
- Neither any member of Broker's sales or loan production staff, nor any other member of Broker's staff who is likewise prohibited under the Requirements, had any substantive communications with an appraiser or a designated and authorized appraisal management company ("AMC") of Broker relating to or having an impact on valuation, including ordering the appraisal, managing the appraisal assignment, or disputing any aspect of an appraisal.
- No mortgage broker, borrower, property seller, or real estate agent has compensated the appraiser or AMC in any manner.
- Broker will immediately report any information regarding appraiser misconduct to Go Mortgage, LLC and to appropriate state licensing authorities. "Appraiser misconduct" is defined as a violation of law or Uniform Standards of Professional Appraisal Practice that materially affects the appraised value of the property.

By signing below, Broker undertakes and assumes all terms, duties, warranties and representations contained in this Acknowledgment.

Authorized Signature and Title

Date



GO MORTGAGE, LLC
BROKER ANTI-MONEY LAUNDERING PROGRAM
CERTIFICATION

In compliance with Financial Crimes Enforcement Network (“FinCEN”) requirements, non-depository institutions, including residential mortgage lenders and originators, must comply with the Bank Secrecy Act/Anti Money Laundering regulations. _____, who is an approved Broker for Go Mortgage, LLC, attests that it has implemented a compliant Anti-Money Laundering (“AML”) program which:

- Incorporates policies, procedures and internal controls to identify and report suspicious activities, as defined by the Bank Secrecy Act, based upon the company’s assessment of the money laundering and terrorist financing risks associated with its products and/or services.
- Designates a Compliance Officer who will be responsible for ensuring that the AML program is effectively implemented, is updated as necessary and ensures appropriate employees are educated and trained in accordance with the new rule.
- Provides on-going training of appropriate employees concerning their responsibilities under the program.
- Provides for independent testing to monitor and maintain an adequate program.
- Provides for an independent audit of the Broker’s AML program every 12-18 months.

Go Mortgage, LLC may require documentation of the program from the Broker. Upon request, Broker must provide documentation.

Authorized Signature and Title

Date



**GO MORTGAGE, LLC BROKER COMPLIANCE/QUALITY CONTROL
CERTIFICATION**

Any loans submitted by the undersigned Broker must be underwritten to Go Mortgage, LLC's sole satisfaction, and must meet or exceed minimum quality control guidelines as prescribed by the Federal National Mortgage Association and/or Federal Home Loan Mortgage Corporation, HUD/FHA/VA and other public and private investors doing business as such with Go Mortgage, LLC. By signing below, Broker agrees to maintain a quality control system as described below.

- A. Credit reports shall be ordered only from vendors that comply with the Fair Credit Reporting Act, and with HUD/FHA, VA, FNMA, and FHLMC regulations, and all applicable federal and state laws. All credit reports must collect and contain information from at least two (2) national credit repositories and public records. No copy of the credit report is to be released to any person other than the Lender or Borrower. Any discussion pertaining to the credit report by the Borrower is to be referred to the credit reporting agency.
- B. Appraisals shall be performed only by certified appraisers who are licensed by the applicable state licensing authority and in good standing therewith. Go Mortgage, LLC will, at its sole option, determine the need for a new appraisal, field review or desk review.
- C. All verifications of employment, deposits and other assets shall be mailed directly to the verifying entity. No such verifications shall be hand carried by an employee of Broker.
- D. Telephone verification of employment, banking relationships and asset verifications shall be performed on all alternative and reduced documentation loans. The loan file shall contain the contact name, phone number, contact date and specific data collected in each such telephone verification contact.
- E. All copies of documentation furnished by the Borrower are to be stamped as a certified copy of the original document.
- G. Upon Go Mortgage, LLC's rendition of the credit decision to approve or deny any loan, the applicant(s) therefor will receive written notice of such disposition.

By signing below, Broker accepts and agrees to the terms, duties, warranties and representations contained in this Addendum.

Authorized Signature and Title

Date



TPO SCC Training Request

GO Mortgage has created a robust, 100% On-Demand Training Program for our TPO Single Close Construction Program. Training is required for any individual who wishes to partake in any part of the loan process via GO Mortgage's SCC Program.

To request Training, please email to TPOTraining@gomortgage.com ; please allow 24 hours for Users to be set up and sent their welcome email from no-reply@trainual.com for credentials to be set up.

No more than 5 users per company may be set up for training at one time.

Company Name: _____

Module 1: Builder Acceptance

- Partners who will submit Builder Acceptance Packages to GO Mortgage for Acceptance Review

Module 2: GO Mortgage SCC Program, Products and Process

- Mandatory for ALL partners

Module 3: TPO Connect

- Partners who will need access to the Portal to:
 - Onboard and Register Loan Applications
 - Submit Lock Requests
 - If you have specific restrictions on who can access Product & Pricing, please notify TPO Training
 - Act as Point-of-Contact throughout the life of the loan (limit of 2 contacts per loan)

All Modules are assigned by default, you must select NO for Modules 1 and 3 if you will not need these certificates

User	
Name	Phone Number
eMail	NMLS ID #
Role	Licensed States
Submits Builder Packages (Mod1):	Access to TPO Connect (Mod3):
Access to Pricing:	

User	
Name	Phone Number
eMail	NMLS ID #
Role	Licensed States
Submits Builder Packages:	Access to TPO Connect:
Access to Pricing:	

User	
Name	Phone Number
eMail	NMLS ID #
Role	Licensed States
Submits Builder Packages:	Access to TPO Connect:
Access to Pricing	



VA SPONSORSHIP REQUEST FORM

To: Go Mortgage, LLC 15430 W. Capitol Drive Brookfield, WI 53005

Re: VA Sponsorship Request

Name of Company _____

Company Address _____

Company Telephone Number _____

Federal Tax ID _____

Website Address (if applicable) _____

**VA ID Number (if previously
provided one)** _____

VA Contact Person from your Company:

Name _____

Telephone Number _____

Email Address _____

Submit a check in the amount of \$100 payable to Department of Veterans Affairs along with this form.