



Go Mortgage, LLC

Non-Delegated Correspondent Application Package

CHECKLIST

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

- Seller Agreement _____
- Warehouse Line Information _____
- Company Resolution _____
- Limited Power of Attorney _____
- AIR Certification _____
- BSA/AML Certification _____
- Compliance Certification _____
- Requirements for New System Users _____

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

- Corporate documents including, where applicable, Articles of Incorporation, Articles of Organization, DBA filing, and/or fictitious business name certificate _____
- Resumes of all principal officers and owners _____
- Annual Audited Financial Statements/Most recent MTD/YTD Financial Statements _____
- Credit reports of owners not more than (60) days old (or Credit Authorization signed at Section XI) _____
- Agency approval letters _____
- Three (3) investor scorecards _____
- Surety Bond and E&O Insurance Binders _____
- Internal Quality Control Policy and most recent quarter's Quality Control reports/findings _____
- Internal Fair Lending Policy _____
- Detailed explanations required by Section X of the Correspondent Application, where applicable _____
- Executed W-9 _____



Correspondent 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 Web Site: _____

Additional Branch/Office Locations (if applicable): _____

II. Legal Entity Information

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

Tax ID#: _____ Fiscal Year End: _____

Please attach corporate documents evidencing legal status of Company, including Articles of Incorporation, Articles of Organization, DBA filing, and/or fictitious business name certificate, where applicable.

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#: _____ Company LEI: _____

MERS ID#: _____

List 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 policies.

V. References (Please provide at least two (2) references from lenders/investors)

Reference 1:

Company Name: _____ Contact Person: _____

Address: _____

Phone: _____ Estimated Monthly Volume: _____

Reference 2:

Company Name: _____ Contact Person: _____

Address: _____

Phone: _____ Estimated Monthly Volume: _____

Reference 3:

Company Name: _____ Contact Person: _____

Address: _____

Phone: _____ Estimated Monthly Volume: _____

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

Government Loans:

Number of Loans: _____ Total Funding Volume (\$): _____ Average Loan Amount: _____

Conventional Loans:

Number of Loans: _____ Total Funding Volume (\$): _____ Average Loan Amount: _____

Jumbo Loans:

Number of Loans: _____ Total Funding Volume (\$): _____ Average Loan Amount: _____

Loan Breakdown (approximate):

% Government _____ % Conforming: _____ % Jumbo: _____

VII. Loan Originator Information (Please attach additional pages if needed)

Loan Originator Name	NMLS ID#	Licensed State(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

VIII. Financial Information

Net Worth: _____

Please attach most recent annual financial statements.

IX. 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: _____

X. 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 agreement (or correspondent lender agreement, if applicable) between the lender and Applicant?
- 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 of 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: _____

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: _____

XI. 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

Company Name

Birth Date

Social Security Number

Home Address

XII. 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, including by performing any background investigations, obtaining any credit reports, and reviewing official government agency records. I understand that Go Mortgage, LLC may request additional information if necessary to verify the identity of, and statements made herein by, the Applicant.

Applicant:

Company Name

Signature of Owner or Principal Officer

Date

Name (Printed)

Title

WIRE INSTRUCTIONS AND AUTHORIZATION TO VERIFY WAREHOUSE LINE			
Wire Instructions (To be completed by all correspondent clients)			
Correspondent Name:			
Effective Date:			
Wire Funds To:			
Bank Name:			
Street Address:			
City/State/Zip Code:			
ABA Number:			
Attention:			
For Credit To:			
Company Name:			
City/State/Zip Code:			
Account Number:			
Warehouse Line Verification Authorization (To be completed only by correspondent clients with a warehouse line. Attach one form for each line.)			
Attention:			
Street Address:			
City/State/Zip Code:			
Phone:			
Fax:			
Email:			
Warehouse Line Amount:		Date Opened:	
Client authorization – We authorize release of the below information to Go Mortgage, LLC. A copy of this authorization is deemed valid as if containing original signatures of authorized officers. This authorization can be used at any time to obtain or update Warehouse Line of Credit Verification.			
By: _____			
Name/Title:		Date:	
Name/Title:		Date:	
Warehouse Lender Verification (To be completed by Warehouse Lender)			
Warehouse Line Amount:		Date Opened:	
Expiration Date/Renewal Date:		Any Renewal Requirements:	
Terms/Restrictions:			
Is line used for any purpose other than mortgage lending? If yes, what/why:			
Has the warehouse line been managed satisfactorily? If no, explain:			
Completed By: _____			
Name/Title		Date	Signature



**Go Mortgage, LLC
NON-DELEGATED CORRESPONDENT
MORTGAGE PURCHASE AGREEMENT**

This Non-Delegated Correspondent Mortgage Purchase Agreement ("Agreement") is entered into this _____ day of, _____ 2022, by and between **Go Mortgage, LLC** ("Go Mortgage" or "Purchaser") and _____, a(n) _____ organized under the laws of _____, and having its principal place of business at _____ ("Seller"), and shall be binding on them, their officers, directors, subsidiaries, successors, assigns, affiliates and related parties. Go Companies and Seller may each be referred to individually as "Party" and may be collectively referred to as the "Parties".

RECITALS

Go Mortgage is in the business of originating, purchasing and selling first and second lien residential mortgage loans;

Seller is in the business of originating residential mortgage loans and aiding and assisting applicants in obtaining residential first and second mortgage loan financing;

The Parties wish to establish a non-exclusive relationship whereby Seller will solicit prospective borrowers for residential mortgage loans ("Mortgage Loans"), perform origination services and submit loan application packages ("Applications", and individually, each an "Application") for first and second lien residential mortgage financing secured by residential real estate for 1 to 4 families on behalf of its customers ("Applicants", and individually, each an "Applicant"), and will submit said Mortgage Loans to Purchaser for loan approval and possible purchase upon such terms and conditions as set forth in this Agreement and in compliance with Purchaser's product guidelines, rate sheets, bulletins, advisories and other written materials, as may be amended from time to time; and,

Seller desires Purchaser to underwrite and, in its sole discretion, approve and purchase such loans.

NOW, THEREFORE, in consideration of the promises set forth herein, Purchaser and Seller agree as follows:

TERMS

I. ELIGIBLE MORTGAGE LOANS

1.1 MORTGAGE LOAN PROGRAMS. Purchaser shall from time to time distribute to Seller information with respect to the types of mortgage loan programs it is offering ("Loan Programs") along with the methods by which Applications for such Loan Programs may be transmitted. Purchaser will accept only those Applications eligible for the Loan Programs offered by Purchaser at the time of submission. Seller will only accept and process complete loan files, which may include the submission of such additional information and documents as may be required by Purchaser. Seller acknowledges that Purchaser reserves the right to alter, add, or delete Loan Programs from time to time as may be dictated by program guidelines and market conditions. Seller shall be responsible for assuring that each submission complies with all the terms and conditions of the applicable Loan Program at the time of submission to the Purchaser.

1.2 MORTGAGE LOAN PRICING. Purchaser may issue to Seller, on a periodic basis, pricing information ("Pricing Sheet") applicable to the Loan Programs it offers. Each Pricing Sheet is subject to change based on market conditions. Seller shall comply with the guidelines contained in the Pricing Sheet concerning documentation, interest rates and lock-ins which apply to the particular Loan Program offered by Purchaser. Pricing Sheets may be in the form of data displayed through an on-line portal.

1.3 MINIMUM ELIGIBILITY CRITERIA. To be eligible for sale and purchase under this Agreement, a Mortgage Loan must be a first-lien mortgage or deed of trust that is a compliant VA, FHA, USDA, or Conventional Mortgage Loan. In addition, in the event Seller desires to sell a non-conforming Mortgage Loan to Go Mortgage, Seller must ensure that such Mortgage Loan has been originated and closed in accordance with Go Mortgage's specific underwriting policies as applicable to non-conforming loans.

1.4 UNDERWRITING REQUIREMENTS. Any Mortgage Loan offered by Seller to Go Mortgage for purchase shall be reviewed and approved by an underwriter employed by Go Mortgage, who shall underwrite the Mortgage Loan in accordance with Go Mortgage's underwriting requirements and applicable agency and legal guidelines under the exclusive direction and management of Go Mortgage.

1.5 GOVERNMENT AGENCY GUIDELINES. Seller shall be solely responsible for ensuring that all Mortgage Loans to be sold to Go Mortgage comply with all applicable agency and legal guidelines that may exist at the time of purchase. Each Mortgage Loan shall be originated and closed according to standard agency regulations issued by the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), the Government National Mortgage Association ("GNMA"), the Federal Housing Administration ("FHA"), the

Veterans Administration (VA), and/or the US Department of Agriculture Rural Housing Service ("RHS"). The Parties understand and agree that the requirements contained in these standard agency regulations have been incorporated into this Agreement by reference.

1.6 SERVICING RIGHTS. All Mortgage Loans shall be sold with servicing released to Purchaser.

II. PURCHASE OF MORTGAGE LOANS

2.1 DUE DILIGENCE REVIEW. Upon receipt of closing documentation for each Mortgage Loan submission, Purchaser will review the closing package, in order to ascertain compliance with all applicable lending requirements, Purchaser's underwriting requirements, government agency guidelines, and all federal and applicable state requirements imposed by applicable legal authority, including the Truth in Lending Act, the Real Estate Settlement Procedures Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Fair Housing Act, and the Home Mortgage Disclosure Act and their associated regulations.

2.2 APPROVAL FOR PURCHASE. The decision to purchase any Mortgage Loan shall be made in the sole and absolute discretion of Purchaser.

2.3 PAYMENT FOR MORTGAGE LOANS. Upon a determination by Purchaser that a submitted Mortgage Loan complies with all applicable requirements and guidelines, payment for the applicable Mortgage Loan(s) will be made via wire transfer to the Seller. Each approved Mortgage Loan will be purchased at the lock-in price, as identified on the individual lock-in confirmation form in effect at the time the loan was locked, subject to any adjustments that may be applicable under Purchaser's pricing guidelines. Each Mortgage Loan will be subject to net adjustments for all fees due, escrow impounds, special assessments, interest, and related loan fees incurred by Purchaser. Seller hereby authorizes Purchaser to deduct or set-off any monies that may otherwise be due to Purchaser from the purchase price of any applicable Mortgage Loan(s).

2.4 DELIVERY OF DOCUMENTS. Seller agrees to do all acts necessary to perfect Purchaser's title to any and all purchased Mortgage Loans, and shall assign and deliver to Purchaser (within 90 days of purchase), all documentation required by applicable lending requirements and guidelines. Such documentation is subject to approval by Purchaser and its legal counsel as to proper form and execution. Failure of Seller to timely satisfy the requirements for document delivery described by this provision may result in Purchaser withholding compensation, including service release premiums, on subsequent Mortgage Loan purchases. Purchaser's right to withhold payment of service release premiums shall be in addition to and not in lieu of Purchaser's other remedies, including the remedy of repurchase provided by this Agreement.

III. SELLER'S DUTIES

3.1 APPLICATIONS AND DISCLOSURES. Seller shall take applications for Mortgage Loans in its own name through its employees. Any employee taking applications or offering or negotiating mortgage loan terms must be registered through the Nationwide Mortgage Licensing System and Registry (NMLS) and licensed or registered where required by applicable law. Seller shall provide the Loan Estimate and Notice of Intent to Proceed to the Applicant(s) prior to the time of loan registration. Mortgage Loans originated by third-parties shall not be eligible for purchase and shall not be submitted to Purchaser for any reason. Seller shall provide to each Mortgage Loan applicant, contemporaneously with the taking of such application, all disclosure(s) required by applicable federal and state law and shall be solely responsible for compliance with all obligations pursuant to applicable legal guidelines, including the TILA-RESPA Integrated Disclosure Rules ("TRID").

3.2 APPLICATION SUBMISSION. Seller is under no obligation to submit a Mortgage Loan to Purchaser for purchase. However, Seller may, at its discretion, register and submit Mortgage Loans to Go Mortgage for underwriting and purchase. All submissions must include supporting documentation in compliance with the representations and warranties set forth in this Agreement as well as Purchaser's lending policies and guidelines. Purchaser may amend its submission requirements from time to time in its sole and absolute discretion. Seller shall assist Purchaser in obtaining any information Purchaser may reasonably request in order to facilitate the underwriting of the proposed loan transaction. All submissions must include the following:

- a) The fully completed Seller disclosure(s) signed as of the date of the application by the applicant and by Seller.
- b) The actual loan application signed by the applicant.
- c) Such credit, financial and other information of the Applicant as required by Purchaser's policies and procedures, which may be amended from time to time.

3.3 PERFORMANCE OF BROKER SERVICES. In addition to obtaining the information from Applicant, completing and compiling the Application, and confirming receipt and explaining applicable loan disclosures, Seller shall, for every Mortgage Loan, perform the following services:

- a) Analyze the Applicant's income and debt and pre-qualify the prospective Applicant to determine the maximum loan amount for which the prospective Applicant may be able to qualify;
- b) Educate the Applicant in the home buying and financing process,

advise the Applicant about the different types of loan products available, and demonstrate how closing costs and monthly payments would vary under each product;

- c) Collect financial information (e.g., tax returns, bank statements) and other related documents that are part of the application process;
- d) Initiate/order requests for mortgage and other loan verifications;
- e) Initiate appraisal requests with a licensed appraisal management company designated by Purchaser in accordance with applicable law and investor requirements, including but not limited to the Appraisal Independence Requirements, as set forth in 15 U.S. Code § 1639e and applicable Fannie Mae or Freddie Mac guidelines and any similar regulations;
- f) Provide certain disclosures to prospective Applicants as required by applicable legal guidelines;
- g) Maintain regular contact with Applicant(s), real estate agents, and Purchaser between application and closing to apprise them of the status of the Application and to gather any additional information as needed;
- h) Order legal documents (e.g., title reports);
- i) Analyze the information provided by Applicant and confirming that the Applicant's Application complies with applicable laws; and
- j) Provide such other services as may be required by a particular loan transaction, except for underwriting of the Mortgage Loan, which shall be performed by Purchaser.
- k) Determine whether the mortgaged property is located in a flood zone.
- l) Review closing documents (to be prepared by Purchaser on behalf of Seller) in a timely manner and conduct the loan closing.

3.4 Seller shall proceed to the closing of the applicable Mortgage Loan(s) under the terms and conditions of any approval received from Purchaser. Seller shall close the mortgage loan in its name and with its own funds.

IV. PURCHASER'S DUTIES

4.1 DUE DILIGENCE REVIEW. Upon receipt of closing documentation for each Mortgage Loan submission, Purchaser will review such documentation, including evidence of compliance with all applicable requirements, Purchaser's underwriting requirements, government agency guidelines, and all applicable local, state, and federal legal guidelines.

4.2 UNDERWRITING. Purchaser shall underwrite every eligible application submitted pursuant to this Agreement but shall have no obligation to approve or purchase a Mortgage Loan which, in its sole and absolute discretion, does not meet requirements. In making its underwriting determination, Purchaser expressly disclaims any conclusions Seller may draw as to the general quality or acceptability of the related Mortgage Loan submission. Purchaser retains sole and absolute discretion to reject any Mortgage Loan submission that does not comply with the terms and conditions of this Agreement, and to set the terms and conditions of any approval. Purchaser shall notify Seller of the disposition of any submission in accordance with its normal practices. Seller shall not represent that Purchaser has approved, or will approve any submission, unless and until Purchaser has informed Seller in writing that it has done so. In the event Purchaser declines to approve any Mortgage Loan application, Seller shall notify the applicant promptly in accordance with applicable legal guidelines and shall deliver the required adverse action notice to the Applicant as required by law. Seller shall also maintain evidence that any adverse action notice required to be received by the applicant was in fact received.

4.3 NO OBLIGATION TO SELLER. Purchaser shall have no obligation or liability to Seller for any Mortgage Loan submission or application that is not approved for purchase nor for any delays in the review or purchase of any Mortgage Loan.

V. SELLER REPRESENTATIONS

5.1 As an inducement to Purchaser to enter into this Agreement and to consummate the transactions contemplated hereunder, Seller makes the following representations, warranties and covenants to Purchaser, and any successor in interest to Purchaser under this Agreement, as of the date of this Agreement and each and every date Seller submits an Application or Mortgage Loan to Purchaser, and as of the date any related mortgage loan is closed, funded and purchased. Purchaser shall be deemed to have relied on such representations, warranties and covenants, regardless of any independent investigation it may have made or may hereafter make.

5.2 Seller represents, warrants, and covenants the following with respect to itself and the Mortgage Loans that it may submit to Purchaser:

- a) Seller is and shall remain duly organized and a validly existing entity in good standing in the jurisdiction under whose laws Seller is formed. Seller is and shall be duly qualified to conduct its business in each jurisdiction in which such qualification is required.
- b) Seller and its officers and employees are not suspended, debarred or otherwise subject to any limitation by the U.S. Department of Housing and Urban Development (HUD), the Federal Housing Administration (FHA), the U.S. Department of Veterans Affairs (VA), the U.S. Department of Agriculture (USDA) or any other state or federal agency, including Fannie Mae, Freddie Mac, or Ginnie Mae.
- c) Seller is duly licensed, registered or approved to perform the activities set forth in this Agreement in the jurisdictions in which it conducts business and where any property securing any loan for any Applicant is located. Seller shall maintain such licenses, registrations or approvals in good standing throughout the term of this Agreement, including any and all mortgage loan originator licenses required under state S.A.F.E. Act laws and regulations. Seller shall submit copies of all licenses, registration or approvals to Purchaser upon request of this Agreement and upon request by Purchaser and/or as required by applicable guidelines.
- d) Seller is, unless otherwise exempt, licensed, registered, qualified and in good standing in each state in which: (i) real property securing repayment of a Mortgage Loan is located; and/or (ii) the laws of such state require licensing, registration or qualification in order to engage in mortgage loan origination.
- e) Seller covenants to maintain all licenses, registrations and qualifications current and in good standing, and to keep itself, and those of its employees, agents or representatives engaged in residential mortgage loan origination, licensed, registered and qualified with all applicable regulatory and supervisory agencies during the term of this Agreement.
- f) Seller shall notify Purchaser immediately upon the suspension, revocation, expiration or other termination of any licenses, registrations or qualifications of it or its loan originators, or of the taking of any formal or informal administrative or judicial action by any regulatory or supervisory agency against Seller or its loan originators that could adversely affect Seller's licenses, registrations and qualifications.
- g) Seller has the full power, authority and capacity to enter into this Agreement, and this Agreement has been duly authorized, executed

and delivered by Seller and constitutes a valid and binding obligation of Seller, including its officers, directors, employees, representatives and agents, enforceable in accordance with its terms. No consent, approval, authorization or order of any court or governmental agency or body is required for the execution, delivery and performance by Seller of, or compliance by Seller with, this Agreement or the consummation of the transactions contemplated by this Agreement or, if required, such consent approval or authorization has been obtained. Seller's compliance with the terms and conditions of this Agreement will not violate any provisions of its charter documents, if any, any instrument relating to the conduct of its business, or any other agreement, law or regulation to which it may be a party or under which it may be governed.

- h) Seller has not been issued any administrative order, Cease and Desist decree or been the subject of regulatory action. Seller shall immediately advise Purchaser in writing of any inquiry, material complaint or pending or threatened action, by way of a proceeding or otherwise, to revoke or limit any license, permit, authorization or approval issued or granted by any federal, state or local government or quasi-governmental body, or any agency or instrumentality thereof, necessary for Seller to conduct its business, or to impose any penalty or other disciplinary sanction in connection therewith, or any other sanction that would materially affect Seller's business. In addition, in the event Seller receives any letter, notice, or other writing ("Notice") from any regulatory agency with respect to any Application submitted to Purchaser, Seller shall advise Purchaser immediately of such Notice and deliver a copy of the Notice to Purchaser. Seller further warrants that no material complaints have been filed against Seller alleging unfair and deceptive or abusive practices and/or violations of any applicable consumer protection laws and will notify Purchaser immediately in the event of any such occurrence. Seller shall immediately notify Purchaser if any license, registration or approval is not renewed or is suspended, terminated or cancelled for any reason or if Seller fails to be in compliance with qualification or licensing laws of any jurisdiction where it conducts business.
- i) Seller warrants that there is no pending or imminent suit, action, arbitration, or legal, administrative, or other proceeding or investigation, including an allegation of fraud by another Purchaser, against Seller or its current or former officers, directors, shareholders, employees, representatives and/or agents that would prevent the execution, delivery and performance by Seller of its obligations under this Agreement or which could have material

adverse effect upon Seller's business, assets, financial condition or reputation, or upon any loan submitted for sale to Go Mortgage.

- j) Seller shall make prompt, timely, full, accurate and truthful disclosure to Purchaser of all facts, information and documentation that Seller knows, suspects or has notice of that could affect, or has affected, the eligibility, validity, collectability, collateral value, security, or enforceability of any loan sold to Purchaser.
- k) The execution, delivery and performance of this Agreement by Seller, its compliance with the terms hereof and consummation of the transactions contemplated hereby will not violate, conflict with, result in a breach of, give rise to any right of termination, cancellation or acceleration under, constitute a default under, be prohibited by or require any additional approval under its articles of incorporation (in the case of a corporation), by-laws, partnership agreement or other applicable organizational documents or any instrument or agreement to which it is a party or by which it is bound, or any Law, or any judicial or administrative decree, order, ruling or regulation, applicable to it.
- l) Seller has complied, and shall comply, both in the conduct of business generally, and in connection with each Application, Applicant and its origination of each Mortgage Loan, with all federal and state guidelines relating to the origination of residential mortgage loans, including, without limitation upon the generality of the foregoing, the Fair Housing Act, Equal Credit Opportunity Act ("ECOA") and Regulation B, including without limitation its requirements relating to nondiscrimination; the Truth-in-Lending Act, and Regulation Z; RESPA, and Regulation X; and state and local laws and regulations governing mortgage lending and mortgage brokerage. Seller represents and warrants that no mortgage loan to be submitted hereunder is a High Cost Loan as that term is defined by the Home Ownership and Equity Protection Act ("HOEPA") or similar federal, state or local law, and the mortgage loan does not fall into any other classification under state law which is not eligible for sale or purchase on the secondary market. Seller further represents and warrants that it and its employees are properly licensed or registered in all jurisdictions where required for the origination of mortgage loans as provided for in this Agreement and agrees to maintain all applicable licenses, registrations and approvals in good standing during the term of this Agreement. Further, Seller is in compliance with Regulation C and the Home Mortgage Disclosure Act, and has trained its staff to ensure that all required designations and borrower identification data will be properly obtained and completed as part of the origination process. Seller has enacted appropriate policies and procedures to ensure compliance with the

Bank Secrecy Act/Anti-Money Laundering Laws and Regulations, including the obligation to maintain a comprehensive Customer Identification Protocol for all loan applicants.

- m) Seller has enacted an adequate information security plan as appropriate for the size and scope of Seller's business, as well as safeguards and protection of all consumer data and electronic information, as required by the Gramm-Leach-Bliley Act, the California Consumer Privacy Act (for consumers and/or loans located in California), and other state and federal laws, and will not cause or permit any consumer or Applicant information to be maintained or used in communication in an unsecure or unencrypted format, whether by digital, electronic or other means. Seller shall take appropriate steps and provide adequate safeguards and protection of any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household
- n) **NO UNTRUE OR MISLEADING STATEMENTS.** No representation, warranty or written statement made by Seller to Purchaser in this Agreement or in any schedule, written statement or document furnished to Purchaser in connection with the transactions contemplated hereby (including Mortgage Loan Applications and supporting documents) contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.
- o) **INSURANCE.** Unless otherwise agreed to in writing, Seller possesses and shall maintain, at no expense to Purchaser, during the term of this Agreement, fidelity bond coverage and errors and omissions insurance, where required by state law, and shall furnish evidence of such coverage upon request of Purchaser. Such policies shall be in reasonable amounts, or in an amount to be designated by Purchaser, with acceptable standard coverage, satisfactory to Purchaser. Seller shall notify Purchaser of changes thereto or cancellations thereof.
- p) **BUSINESS INFORMATION.** Seller shall furnish to Purchaser and its representatives any necessary information and data concerning the affairs of Seller, as Purchaser may reasonably request, including without limitation information regarding the status of its licenses, permits, authorizations and approvals necessary for the conduct of its business as well as copies of such documents. Seller shall furnish, annually as requested by Purchaser, copies of financial statements, the type and sufficiency of which shall be determined by Purchaser

in its sole discretion, together with such other information bearing upon Seller's financial condition as Purchaser may reasonably request. Upon request of Purchaser, Seller shall promptly provide Purchaser with all documents and records requested by Purchaser that evidence Seller's compliance with this Agreement, applicable law, and applicable investor requirements.

- q) **ABILITY TO PERFORM.** Seller represents that it employs or will employ a sufficient number of knowledgeable and capable individuals to perform the services required by this Agreement. Seller further agrees that it shall provide training to all employees at least annually with regard to all applicable laws and regulations, including without limitation all Fair Lending Laws (defined below).
- r) **AFFILIATED BUSINESS ARRANGEMENT.** Seller represents that any existing affiliated business arrangement (including as defined in 12 CFR § 1024.15) has been disclosed to Purchaser, and further represents that any future Affiliated Business Arrangement be disclosed to Purchaser immediately upon creation thereof. Seller shall not engage in any prohibited relationships with respect to Sections 8(a), 8(b) and 8(c) of RESPA.
- s) **INTERNAL CONTROLS AND COMPLIANCE.** Seller represents, warrants, and covenants that it has established and implemented internal controls designed to effectively detect and prevent fraud and misrepresentation in connection with its mortgage lending activities.
- t) **QUALITY CONTROL AND COMPLIANCE MANAGEMENT.** Seller maintains an effective quality control and compliance management program designed to prevent noncompliance with federal consumer financial law. In particular, Seller maintains a fair lending compliance monitoring program designed to detect and prevent discrimination in connection with its mortgage lending activities. Seller maintains an effective quality control and compliance management program designed to monitor the activities of its third-party service providers. In particular, this program is designed to detect and prevent unfair, deceptive, and abusive acts or practices in connection with Seller's mortgage lending activities.
- u) Seller complies with all state or federal record retention requirements.
- v) Seller is in full compliance with all regulatory or supervisory agencies having jurisdiction over Seller's residential mortgage loan activities.

5.3 REPRESENTATIONS, WARRANTIES AND COVENANTS AS TO EACH MORTGAGE LOAN. As further inducement to Purchaser to enter into this Agreement and to consummate the Purchase of Mortgage Loans to be submitted, Seller makes the below referenced representations, warranties and covenants. Each of the following representations, warranties, and covenants, as applicable, (a) applies to any and all Applications submitted by Seller to Purchaser, (b) is for the benefit of Purchaser and its successors and assigns, (c) continues in full force and effect for so long as Purchaser is subject to any risk of loss or liability as to any Application submitted by Seller, (d) is deemed to have been reasonably relied on by Purchaser, regardless of any independent investigation it may have made or may hereafter make, and (e) is in addition to any other specific representations or warranties contained elsewhere herein.

- a) **COMPLIANCE WITH LAWS.** Seller has complied, and will comply, with any laws, ordinances, requirements, regulations, rules, or orders applicable to its business. Applications and loans, submitted by the Seller shall comply with all applicable local, state and federal laws, rules and regulations, including, without limitation, the Truth-In-Lending Act and Regulation Z; the Fair Credit Reporting Act; the Equal Credit Opportunity Act and Regulation B; the Fair Housing Act; the Real Estate Settlement Procedures Act and Regulation X; and state and federal fair lending and fair housing regulations and all other applicable local, state and federal laws, rules and regulations including, but not limited to, applicable state lending and licensing and/or registration laws (including but not limited to the SAFE Act), the Truth in Lending Act (TILA), the Real Estate Settlement Protection Act (RESPA), the Equal Credit Opportunity Act (ECOA), Consumer Credit Protection Act, Flood Disaster Protection Act, Fair Credit Reporting Act, Regulation C and the Home Mortgage Disclosure Act, and all applicable predatory and abusive lending laws. No Application submitted by Seller shall constitute a transaction which would be subject to coverage under the Home Ownership and Equity Protection Act ("HOEPA") or Section 32 of Regulation Z of the Truth in Lending Act or which would otherwise be considered a "high rate" or "high cost" loan under applicable state law.
- b) **TRID.** Seller has complied with all requirements of the TILA-RESPA Integrated Disclosure Rule.
- c) **NO UNLICENSED ACTIVITY.** Seller and its employees, officers, representatives and other agents have not engaged in any loan origination activity (including without limitation submission of Applications to Purchaser) without being properly licensed to engage in such conduct and no origination activity (including without

limitation submission of Applications to Purchaser) has taken place from unlicensed locations of Seller.

- d) **QUALIFIED MORTGAGES.** All loan submissions are in compliance with the Qualified Mortgage/Ability to Repay standards as promulgated by the CFPB or other regulatory agencies. Except as specifically provided for herein, Seller shall not submit loan applications that are not in compliance with these standards. All applicable loans shall either be Qualified Mortgages or shall be in accordance with Purchaser-approved Non-Qualified Mortgage Programs and/or Business Purpose Loan programs, as may be applicable.
- e) **ABILITY-TO-REPAY DETERMINATION.** With respect to Non-QM Mortgage Loan Applications submitted, Seller has investigated and made a reasonable and good faith determination that the Applicant(s) has the ability to repay a loan ("ATR") in compliance with the Qualified Mortgage/Ability to Repay standards in 12 CFR § 1026.43(c) of Regulation Z ("ATR Standards").
- f) **ADVERSE SELECTION.** Seller has not adversely selected Mortgage Loans for submission to Purchaser for any reason and has treated Non-QM Loans the same as QM Loans for the purpose of selecting Applications to submit to Purchaser for approval.
- g) **COMPLIANCE WITH LENDER POLICIES AND PROCEDURES.** The origination of each applicable Mortgage Loan complies in all respects with the terms of this Agreement; each Application submitted was originated by Seller and not by a third party; All Applications, including all mortgage loan documents and information and documentation submitted in connection with such Applications, have been prepared and/or completed in accordance with applicable law and all information provided by each of Applicant and Seller in such Applications are true and correct in all respects and do not fail to disclose any facts which could be material or which would make such information misleading; all lender compensation has been fully disclosed to Applicant in compliance with applicable laws; All Applicants have executed and received a copy of all required disclosures as required by applicable law and there are no disputes with respect to Seller's compensation in connection with the origination or closing of each mortgage loan.
- h) **FACTUAL DISCLOSURE.** All facts relating to any Application and/or related Mortgage Loan transaction which are known (or which a reasonable Seller should know) which may adversely affect the value of the mortgaged property, the credit or capacity of the Applicant, the

validity of the mortgage, or any other aspect of the transaction have been accurately disclosed in writing to Purchaser.

- i) NO ADVERSE CIRCUMSTANCES. Seller has no knowledge of any circumstances or conditions with respect to any Application, mortgaged property, Applicant or Applicant's credit standing that reasonably could be expected to cause third party investors to regard the related mortgage loan as an unacceptable investment, cause the mortgage loan to become delinquent or adversely affect the value or marketability of the mortgage loan.
- j) GOVERNMENT LOANS. If an Application is delivered to Purchaser intended to be insured or guaranteed by the FHA, VA or USDA, it has been originated in conformance with all applicable government requirements and Seller is authorized under applicable regulations to originate a government-related loan. Seller has taken no action or failed to take any action, the effect of which would prevent Purchaser from obtaining FHA insurance or VA or USDA coverage, or which would at any time invalidate, in whole or in part, the applicable insurance or guarantee on any submitted Application which is subsequently approved, closed and funded by Purchaser.
- k) CONFORMING LOANS. If an Application is submitted for a loan intended to be a conventional conforming loan, it has been originated and processed in conformance with all applicable Purchaser requirements and all applicable requirements of Fannie Mae or Freddie Mac for sale to Fannie Mae or Freddie Mac and inclusion in a Fannie Mae or Freddie Mac mortgage backed securities pool, as applicable, and is otherwise originated and closed as an investment quality loan suitable for sale on the secondary market to a secondary market investor.
- l) APPRAISALS. Seller has not engaged in (and is unaware of anyone else who has engaged in) any conduct with respect to an appraisal or other property valuation that violates applicable law; the loan file contains an appraisal of the subject property which was signed by a qualified appraiser who has no interest, direct or indirect, in the subject property or in the loan or in the security thereof; the appraiser did not receive compensation which was affected by or dependent in any way on the approval or disapproval of the Mortgage Loan and the appraiser signed the appraisal report prior to Purchaser's approval of the Mortgage Loan; and, the appraisal meets the requirements of any investor, including but not limited to the Appraisal Independence Rules, the Home Valuation Code of Conduct, or similar requirements, the Uniform Standard of Professional Appraisal Practice, and Title XI of the Financial

Institutions Reform, Recover, and Enforcement Act of 1989 and the regulations related thereto.

- m) **NO MISREPRESENTATIONS.** All statements and information provided to Purchaser are truthful and accurate in all respects. No error, omission, misrepresentation, negligence, fraud, or similar occurrence with respect to any Application, including, without limitation, the related documentation, has taken place on the part of any person, including, but not limited to, the Seller, any agent, employee, or officer of the Seller, the Borrower, any appraiser, any builder or developer, or any other party involved in the origination of the mortgage loan or in the Application of any insurance in relation to such mortgage loan.
- n) **NO UNLAWFUL STEERING.** No Applicant or borrower has been or will be encouraged or required to select a mortgage loan product which is a higher cost product designated for less creditworthy borrowers unless, at the time of application, such Applicant or Borrower did not qualify for more favorable products, taking into account credit history and debt-to-income ratios, for lower cost credit then offered by Purchaser.
- o) **FAIR LENDING.** Seller has not engaged in any form of discrimination with respect to any Applicant, Application or related loan in violation of any applicable legal guideline. Upon request, Seller will provide satisfactory evidence to allow Purchaser to confirm that the Seller has satisfied its fair lending obligations, which may include Purchaser's review of internal or external audits, test results, and other such evaluations. Seller acknowledges that Purchaser will monitor Seller loan submissions for compliance with fair lending laws and with Purchaser's internal fair lending policy.
- p) **ANTI-MONEY LAUNDERING.** Seller has complied with all federal, state and local laws, rules, regulations and ordinances governing or relating to anti-money laundering, including without limitation any laws and sanctions relating to terrorism or money laundering, including Executive Order 13224, the USA Patriot Act (Public Law 107-56), the Bank Secrecy Act (Public Law 91-508), the Trading with the Enemy Act (50 U.S.C. App. Section 1 et seq.), the International Emergency Economic Powers Act (50 U.S.C. Section 1701 et seq.), and the sanction regulations promulgated pursuant thereto by the Office of Foreign Assets Control, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Section 1956 and 1957 (as any of the foregoing may from time to time be amended, renewed, extended or replaced) ("AML Requirements").

VI. COMPENSATION

6.1 BORROWER-PAID FEES. All fees earned by Seller in connection with the origination of the Mortgage Loan shall be paid by borrower at closing. Go Mortgage will not provide compensation for these services in any form to Seller. Seller shall not submit nor deliver any Mortgage Loan to Purchaser based on the fact that Seller expects to receive greater compensation from Purchaser than in other transactions that Seller offered or could have offered to the Borrower

6.2 SERVICES PERFORMED. Any fee payable to Seller for its provision of goods, services or facilities in connection with applications and Mortgage Loans shall be paid in accordance with all applicable federal and state law, and only in connection with a particular Mortgage Loan if all of the following conditions are met:

- a) Seller has actually provided necessary goods, services and/or facilities in connection with the Mortgage Loan.
- b) Seller is in compliance with all applicable requirements and all of the terms of this Agreement and has submitted fully executed copies of all required disclosures with the application.
- c) Where required by applicable guidelines, Seller has submitted an executed mortgage loan origination agreement between Seller and the loan applicant that satisfies all applicable legal requirements.
- d) With respect to each application, Seller and the applicant have completed and executed a Loan Estimate which complies with applicable requirements and contains all applicable fees and charges and itemizes the dollar amount of the compensation that will be paid to the Seller, as well as a Closing Disclosure and all other loan disclosures required under applicable law. Seller's compensation shall not be greater than the amount set forth in the Loan Estimate.
- e) Seller has performed, at a minimum, the services required under Article III of this Agreement with respect to the Mortgage Loan.

6.3 PURCHASE PRICE. Purchaser shall pay Seller the purchase price for each eligible Mortgage Loan upon delivery and purchase by Go Mortgage. The purchase price shall be based on the market price, plus service release premium, adjusted as applicable based on Purchaser's rate sheets and other guidelines. The purchase price shall apply only to Mortgage Loans bearing the specified rate of interest and complying with the terms of this Agreement, rate lock, approval and funding conditions. The purchase price of any individual loan shall be established at the time of the loan lock, and shall occur prior to the issuance of a final approval

6.4 EFFECT OF ANY SUBSEQUENT AGREEMENT. All Mortgage Loans to be purchased shall be subject to the terms contained in this Agreement, unless the Parties shall agree in writing before or at the time such purchase(s) is made. The purchase price and/or any servicing release premium paid for each Mortgage Loan shall be established by written agreement between the Parties. The terms and conditions of any separate approval or commitment letter, signed by the Parties, shall survive and be deemed to be a part of this Agreement.

VII. FRAUD

7.1 ZERO TOLERANCE. Seller shall not submit any application or other Mortgage Loan document containing false or misrepresented information. Seller shall be responsible for all actions taken in the course of its performance of its obligations under this Agreement, whether performed by Seller, its employees or licensees, or the Applicant(s), or any other third party involved in the origination of the Mortgage Loan. Seller shall repurchase any Mortgage Loan if fraud has occurred in the origination, review or closing of such Mortgage Loan. Seller understands and agrees that in the event Purchaser reasonably believes misrepresentations or fraud (e.g., instances of misstatements and/or inconsistencies generated whether by Seller or with Seller's Knowledge) exists in an application or related document, Purchaser may report such misrepresentations for fraud to the appropriate state and federal regulatory authorities, law enforcement agencies, and fraud databases. Seller waives any and all claims for liability, damages, and equitable or administrative relief in connection with Go Mortgage's disclosure of such information, whether or not it is substantiated through further investigation.

VIII. REMEDIES FOR BREACH

8.1 REPURCHASE AND INDEMNIFICATION RIGHTS AND NOTICE. In addition to other rights and remedies that Purchaser may have, upon discovery by either Seller or Purchaser of any breach of any representation, warranty or covenant of this Agreement by Seller, the party discovering the breach shall promptly notify the other. Within thirty (30) days after discovery by or notice to Seller of any breach, Seller shall promptly cure such breach to the reasonable satisfaction of Purchaser. Notwithstanding the cure period set forth above, in the event of a breach of representation, or warranty, or other covenant of this Agreement by Seller, which in the reasonable judgment of Purchaser cannot be cured within such thirty (30) day time period, or if Purchaser is required for any reason to repurchase a loan sold to an investor due to a deficiency in or omission with respect to such Application or loan which is attributable to Seller, then Seller shall repurchase such loan for the "Repurchase Price" or otherwise indemnify Purchaser, in its sole and absolute discretion, for any and all losses, costs and attorney's fees, in the manner set forth in this Agreement.

During the course of a pending investigation for any claimed breach (or any act, event, or circumstance which, with the giving of notice or the passage of time, or both, would constitute a breach) on the part of Seller, in addition to any other right or remedy Purchaser may have, Purchaser may, at its sole discretion, temporarily suspend or restrict Seller's eligibility to participate under this Agreement. During the course of such suspension or restriction, Purchaser shall have no obligation to fund or purchase any mortgage loans submitted by Seller or to accept any Applications from Seller. During the period of suspension or restriction, Purchaser may nonetheless, in its sole discretion and without waiving any rights under this Agreement, continue to fund such mortgage loans previously registered with Purchaser as it shall deem appropriate.

If Purchaser breaches this Agreement, Purchaser shall have (30) days after receipt of notice of any breach from Seller to cure such breach.

8.2 INDEMNIFICATION. Seller shall protect, indemnify, and hold Purchaser harmless from and in respect to, any and all losses, liabilities, reasonable costs, and expenses (including attorneys' fees) that may be incurred by Purchaser with respect to, or proximately resulting from any breach of, any representation, warranty, or covenant of Seller under this Agreement. Purchaser shall be entitled to rely upon Seller as assembler and preparer of all Mortgage Loan documents and is under no duty whatsoever to investigate or confirm any of the information set forth therein as to its honesty, accuracy, or completeness. Seller hereby agrees to indemnify and hold Purchaser harmless from any claim, loss or other damage to Go Mortgage, including reasonable attorneys' fees, resulting in whole or in part from any inaccuracy or incompleteness in the Mortgage Loan documents or any act or omission by Seller, its agents and employees, including but not limited to failure to comply with applicable state, federal and local statutes or regulations. To the extent Seller, its agents or employees, commits an actual wrong, or makes some error or omission in the preparation of any Mortgage Loan or its documents and as a result thereof, and based thereon, Purchaser commits an act or omission for which it becomes liable to the Mortgagee(s) or any third party and/or a claim or cause of action is instituted against Purchaser, Seller shall and hereby agrees to indemnify and hold Purchaser harmless from any resulting loss or damage, including reasonable attorneys' fees.

In addition to the remedies set forth in this Agreement, Seller shall indemnify, defend and hold Purchaser, its officers, directors, employees, agents, shareholders, and representatives harmless from and against any and all claims, demands, liabilities, causes of action and expenses, including attorney's fees actually incurred (including allocated costs of in-house counsel), relating to, or arising out of in connection with:

- a) Seller's breach or alleged breach of any representation, warranty or covenant, condition, term, obligation, contained (i) in this Agreement,

or (ii) in any written statement or certificate furnished by Seller pursuant or related to this Agreement;

- b) Any material act or omission of Seller or any employee or agent of Seller which adversely affects any Application or mortgage loan submitted to and/or funded by Purchaser;
- c) Any violation of any applicable law or regulations by Seller or any of its employees, officers, agents or other representatives; or
- d) Any gross negligence or willful misconduct of Seller or any of its employees, officers, agents or other representatives.

Without limiting the foregoing, Seller's obligations under this Section 8 shall include reimbursement of costs and expenses associated with Purchaser's efforts to enforce this Agreement. In all actions with third parties in which Purchaser has the right to be indemnified hereunder, Purchaser shall have the complete and exclusive right to determine the conduct and defense of such legal proceeding or investigation with such third party including without limitation the right to compromise, settle, defend or continue any such action.

8.3 REPURCHASE PRICE. The Repurchase Price shall be an amount equal to the sum of (i) the current unpaid principal balance of the loan at the time of repurchase (or at the time of the foreclosure sale date if the related loan has been foreclosed), (ii) accrued but unpaid interest on such principal balance at the Note rate from the paid-to date of the loan through and including the last day of the month in which the Repurchase Price is paid, (iii) all costs and expenses, including without limitation, reasonable attorneys' fees and expenses, as permitted by applicable state law, incurred by Purchaser as a result of Seller's breach of this Agreement or enforcing the terms of this Agreement or Seller's obligation to repurchase the loan, (iv) any premium paid by Purchaser in excess of the principal balance of the loan at the time of funding or (if Purchaser has not sold the loan at the time of Seller's repurchase or if Purchaser has sold the loan and it is required to reimburse the purchaser, the premium that the purchaser paid to Purchaser), (v) any unreimbursed advances made by Purchaser, including without limitation taxes or insurance or payments authorized by the Note or the mortgage or applicable law to protect Purchaser's interest in the loan or related property and (vi) any other fees, costs or amounts relating thereto. The Repurchase Price shall be reduced by (i) any proceeds of mortgage insurance collected by Purchaser with respect to the loan that have not been applied to the unpaid principal balance; and (ii) if the loan has been foreclosed and the property has been sold to a third party, the proceeds of the sale price received by Purchaser net of all advances, costs and expenses, including but not limited to reasonable attorneys' fees and expenses, incurred by Purchaser in connection with such sale.

It is agreed by the parties that Seller's repurchase obligation shall not be obviated by the fact that the property securing the loan has been foreclosed upon and said property has been acquired by Purchaser or a third party. The repurchase obligation encompasses the repurchase of the property from Purchaser if Purchaser has acquired the property, or, if a third party has acquired the property, reimbursing Purchaser as set forth herein. Notwithstanding anything to the contrary, in no event shall a full credit bid made by Purchaser, its successors or assigns, or any related party, at a foreclosure sale of any loan affect in any way the rights and remedies of Purchaser or the obligations of Seller under this Agreement, including without limitation the obligations of Seller to repurchase and indemnify Purchaser as provided herein. Seller's Repurchase obligation with respect to a loan shall not be eliminated, reduced, or otherwise modified as a result of any modification, workout, or assumption of said loan.

At Purchaser's sole option, and in lieu of repurchasing, the related mortgage loan subject to a Repurchase obligation, Purchaser may require the Seller to enter into a written indemnification agreement in a form acceptable to Purchaser ("Indemnification Agreement") which requires the Seller to indemnify Purchaser, including, without limitation, reimbursing Purchaser for any losses incurred by Purchaser as a result of such Repurchase Obligation with respect to the related mortgage loan.

8.4 NO DEFENSE. Seller further agrees that the fact that Purchaser has or has not exercised its rights under this Agreement shall not be a defense to any remedy of Purchaser under this Section 8 or to Seller's obligation to indemnify Purchaser under provision of this Agreement. Further, it shall not be a defense to any claim for breach, default, misrepresentation or any other claimed liability created by this Agreement that Purchaser should have discovered the existence of fraud, misrepresentation or any other breach of warranty through its own underwriting processes and due diligence.

8.5 NON-SOLICITING AND EARLY PAYOFF. Neither Seller nor its officers, directors, agents, employees or affiliated entities shall, for a period of three hundred sixty five (365) days from the date of each Mortgage Loan's first fully amortized principal and interest payment due date, solicit an Applicant or Borrower for the purpose of making a new loan or other credit transaction which would be secured by the same property which secures such Applicant's mortgage loan purchased by Go Mortgage. The term "solicit" as used herein shall not include mass advertising via internet, newspaper, radio, email, television and other similar forms of mass communication not specifically directed to the subject Applicants. If Seller violates the provisions of this section, in addition to other remedies Purchaser may have, Seller shall reimburse Purchaser for all compensation and premiums paid to Seller in connection with any affected mortgage loan. Notwithstanding anything to the contrary contained herein, if any loan funded pursuant to an Application submitted by Seller to Purchaser pursuant to this Agreement is paid in full within 365 days of the date any such loan is purchased

pursuant to this Agreement, regardless of the Seller's involvement in Borrower's payoff, Seller shall reimburse Purchaser for all compensation and premiums paid to Seller in connection with said loan(s). With respect to each such loan, Seller agrees to pay to Purchaser the following: (i) any compensation and premiums paid to Seller; and, (ii) the full amount of any Purchaser credit associated with such loan. Purchaser shall notify Seller in writing of any such amount due with respect to any early payoff, and Seller shall submit payment within fifteen (15) days of receipt of such notice (notwithstanding anything to the contrary in this Agreement, such notice may be provided by Purchaser to Seller via email). If payment is not received in a timely manner by Purchaser, Purchaser reserves the right to offset any amounts due hereunder, at any time and without prior notice, against any amounts due to Seller under this Agreement.

Seller shall not directly or indirectly solicit for purpose of employment any employee of Purchaser during the term of this Agreement.

8.6 ACCRUAL OF CAUSE OF ACTION. Purchaser's rights and Seller's obligations under this Agreement, including, without limitation, those related to indemnification, shall not be affected by Purchaser taking any of the following actions, with or without notice to Seller: (i) liquidation, repayment, retirement, sale, or resale of any mortgage loan; (ii) foreclosure of any mortgage loan (in which case the amount bid at any foreclosure sale shall not in itself be used in measuring the extent of Purchaser's Loss); or sale or resale of the property securing any mortgage loan. Further, no action shall be deemed to accrue until the actual discovery of a breach or default. For the removal of any doubt, no such discovery shall be deemed to have been made by virtue of a loan closing or funding, but shall only be deemed to have been made upon Purchaser's or Seller's actual discovery of such event.

IX. MISCELLANEOUS

9.1 FINANCIAL REQUIREMENTS. Seller shall maintain a minimum tangible net worth of \$250,000 at all times.

9.2 FINANCIAL STATEMENTS. Seller shall provide Purchaser with its annual audited financial statements within ninety (90) days after the close of its fiscal year, prepared by independent certified public accountants in accordance with generally accepted accounting principles. Seller shall also submit copies of current mortgage licenses (where applicable), along with a copy of all necessary insurance policies, upon request.

9.3 BOOKS AND RECORDS. Seller shall prepare and maintain files for all submitted Mortgage Loans in accordance with applicable legal and regulatory guidelines and shall keep and maintain a complete and accurate account, satisfactory to Purchaser, of all funds collected and paid relating to the purchased

Mortgage Loans. Seller shall provide Purchaser with reasonable access to all records necessary to audit and inspect Seller's files, books, records, reports, statistics and other documents of Seller relating to its obligations under this Agreement. Seller covenants that it will cooperate with Purchaser in the investigation of any claim and assist in the defense of any lawsuit arising out of the obligations of the parties under this Agreement.

9.4 INTERNAL POLICIES, PROCEDURES, CONTROLS, AND AUDITS. Seller shall periodically permit Purchaser access to Seller's internal policies and procedures governing its mortgage lending activities, including documents evidencing Seller's internal controls with respect to loan quality and compliance with federal and applicable state laws. Notwithstanding any provision of this Agreement to the contrary, Purchaser reserves the right to conduct periodic compliance audits of Seller's activities in connection with the Mortgage Loans. All information obtained by Purchaser shall be subject to the confidentiality obligations set forth in Section 9.14, below.

9.5 INSURANCE. Seller shall maintain in full force all applicable insurance policies in such amounts as Purchaser may reasonably require indemnifying it from any loss or damage incurred in connection with this Agreement, and shall name Go Mortgage LLC as a "loss payee." Purchaser shall be provided the right to file a claim directly with the insurer if Seller fails to file a claim for a covered loss. The insurer must agree to notify Purchaser at least 30 days before it cancels, reduces or modifies the Seller's coverage for any reason or within 10 days after it receives a request from Seller to cancel or reduce any coverage.

9.6 RELATIONSHIP OF THE PARTIES. Purchaser and Seller hereby agree that neither this Agreement nor any sale or purchase of Mortgage Loans pursuant to this Agreement shall constitute any agency relationship, legal representation, joint venture, partnership, or employment. Purchaser and Seller agree that neither party is in any way authorized to make any contract, agreement, warranty, or representation, or to create any obligation, express or implied, on behalf of the other.

9.7 DEFAULT. Each of the following shall constitute an event of default on the part of Seller under this Agreement:

- a) Any breach by Seller of any of Seller's representations, warranties, or covenants set forth in this Agreement or the Purchaser Requirements.
- b) The failure of Seller to perform any of its obligations under this Agreement.
- c) The occurrence of any act of insolvency or bankruptcy concerning Seller.
- d) Seller's failure to meet any capital, leverage, or other financial standard imposed by any applicable regulatory authority, warehouse

Purchaser, or in Purchaser's sole opinion, any material adverse change occurs in the financial condition of Seller.

- e) Any federal or state regulatory authority or licensing agency's act of canceling, rescinding, or failing to renew Seller's license or instituting any action against Seller for fraud or criminal conduct.

9.8 RIGHT OF OFFSET. Purchaser shall have the right to deduct any penalties, fees, taxes, or other charges or obligations of any kind owed by Seller to Purchaser from the amount to be paid for any Mortgage Loan to be purchased pursuant to this Agreement.

9.9 ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and there are no representations, inducements, or other provisions other than those expressed in writing and included herein. All changes, addendum, additions, or deletions to this Agreement must be made in writing and signed by each of the parties hereto. This Agreement restates and supersedes any and all prior Mortgage Purchase Agreement(s) between the Parties.

9.10 SURVIVAL AND SEVERABILITY. All of the covenants, agreements, representations and warranties made herein by the parties hereto shall survive and continue in effect after the termination of the Agreement or the consummation of the transactions contemplated hereby. Any provisions of the Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidation of the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. This Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument.

9.11 ASSIGNMENT. This Agreement may not be assigned or transferred by Seller without the prior written consent of Go Mortgage.

9.12 TERMINATION. This Agreement may be terminated with respect to future purchases of Mortgage Loans by either Party at any time by giving written notice of termination to the other Party. Upon the occurrence of any event of default, Go Mortgage may either terminate this Agreement upon notice to Seller or immediately suspend all registrations and lock-ins and may refuse to fund any or all Mortgage Loans, pending the cure, to Go Mortgage's satisfaction, of such event of default. Termination of this Agreement shall not in any respect change, alter, or modify the obligations of Seller with respect to Mortgage Loans that have been purchased by Go Mortgage from Seller prior to the date of such termination and shall not affect any other rights or remedies available to Go Mortgage under this Agreement or at law or in equity.

9.13 NOTICES. Except as otherwise provided in this Agreement, all notices, demands and other communications hereunder shall be in writing and shall be delivered personally or sent by facsimile, other electronic means or nationally recognized overnight courier service addressed to the party to whom such notice or other communication is to be given or made at such party's address as set forth below, or to such other address as such party may designate in writing to the other party from time to time in accordance with the provisions hereof, and shall be deemed given when personally delivered, when sent electronically or one (1) business day after being sent by overnight courier.

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 Seller:

9.14 GOVERNING LAW AND VENUE. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Ohio as to both interpretation and performance. All terms of this Agreement shall be construed and interpreted according to their plain meaning and no term shall be more strictly construed against Go Mortgage merely because Go Mortgage has drafted this Agreement. It is agreed that any litigation resulting from the Parties' relationship shall be venued in Franklin County, Ohio.

9.14 CONFIDENTIAL INFORMATION. During the term of this Agreement, Go Mortgage and Seller shall each have available confidential or proprietary information related to the other party. Both parties shall maintain and preserve to the maximum extent permitted by law the confidentiality of any such information and shall be entitled to obtain injunctive relief as required to enforce these provisions. In addition, both parties agree that nonpublic personal information each borrower furnished to the other party hereunder is furnished upon the express condition that the information will be kept confidential by the receiving party. All such confidential, proprietary, and non-public personal information, except as may be otherwise required by statute, by court order or as may be necessary, in the reasonable judgment of the receiving party, to the performance of the services required under this Agreement, shall be held in confidence. Both parties have established and maintain policies, procedures and safeguards designed to protect the security, confidentiality of this non-public personal information about each borrower and agree to comply with the provisions of the Gramm-Leach-Bliley Act and all implementing rules and regulations regarding consumer financial privacy, to the extent applicable to each of their actions and responsibilities hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SELLER

Its: _____

GO MORTGAGE, LLC

Its: _____

Resolution of Board of Directors
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 corporation and under its corporate seal, from time to time while this resolution is in effect, to 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 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

Print Name: _____

(corporate seal)



Limited Power of Attorney

WHEREAS, _____ (“Seller”) has sold or intends to sell certain Mortgage Loans to Go Mortgage, LLC (“Go Mortgage”) pursuant to that certain Agreement dated _____, 20____ (“Agreement”). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

WHEREAS, both parties agree that a Limited Power of Attorney is necessary to facilitate Go Mortgage’s purchase of Mortgage Loans from Seller.

THEREFORE, Seller does hereby appoint Go Mortgage and all of its officers and such employees as any of Go Mortgage’s officers may designate from time to time as the true and lawful attorney-in-fact of Seller and in Seller’s name, place and stead for the purposes described as follows:

1. To execute and/or acknowledge an Assignment of Mortgage, Allonge to Note, or any other documentation deemed as a necessary component by Go Mortgage to complete the transfer of a Mortgage Loan from Seller to Go Mortgage.
2. To endorse, sign, receive and apply as agent for Seller any checks or other instruments that are made payable to Seller and are received as payment with respect to a Mortgage Loan.
3. To correct errors where necessary in documents for Mortgage Loans to ensure the proper perfection of Go Mortgage’s lien and security interest relating to any Mortgage Loan.

This Limited Power of Attorney is coupled with an interest and shall not be revocable.

Seller further grants to Go Mortgage as its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that Go Mortgage may lawfully perform in exercising those powers by virtue thereof.

Seller has executed and delivered this Limited Power of Attorney this _____ day of _____, 20_____.

Seller: _____

By: _____

Print Name and Title

State of _____)
County of _____) ss
_____)

Personally came before me, this day of _____, 20_____, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, _____
My commission expires _____.



GO MORTGAGE, LLC
APPRAISER INDEPENDENCE REQUIREMENTS ACKNOWLEDGEMENT

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

Seller 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, Seller 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 Seller's sales or loan production staff, nor any other member of Seller'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 Seller's sales or loan production staff, nor any other member of Seller'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 Seller 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 lender, borrower, property seller, or real estate agent has compensated the appraiser or AMC in any manner.
- Seller 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, Seller undertakes and assumes all terms, duties, warranties and representations contained in this Acknowledgment.

Authorized Signature and Title

Date



GO MORTGAGE, LLC
SELLER 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 Seller 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 Seller’s AML program every 12-18 months.

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

Authorized Signature and Title

Date



GO MORTGAGE, LLC
SELLER COMPLIANCE/QUALITY CONTROL CERTIFICATION

Any loans submitted by the undersigned Seller 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, Seller 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 Seller.
- 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.

By signing below, Seller 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	