



***Broker Approval Requirements  
for  
Guaranty Home Mortgage Corporation***

**To ensure a prompt approval, please include the following items:**

1. Completed and signed Broker Application & Agreement
2. Most recent financial statements, tax returns or bank statements
3. Resumes of all principals and key operation staff (Banks & Credit Unions: Mortgage Department resumes only)
4. Quality Control Procedures

Please contact your Account Executive with questions.

**Please submit broker package and all supporting documents  
to: [www.ghmc.com/partner](http://www.ghmc.com/partner)**

10 Lea Avenue, Suite 800, Nashville, TN 37210 | 800-467-3032 | [ghmc.com](http://ghmc.com)

# GUARANTY HOME MORTGAGE CORPORATION BROKER APPLICATION

Company Name: \_\_\_\_\_

DBA: \_\_\_\_\_

Main Office Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone: \_\_\_\_\_ GHMC AE: \_\_\_\_\_

Company NMLS#: \_\_\_\_\_ VA ID: \_\_\_\_\_ Tax ID: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Email Address: \_\_\_\_\_

Company Type:    \_\_\_ Corporation    \_\_\_ Proprietorship    \_\_\_ Partnership    \_\_\_ Subchapter S Corporation    \_\_\_ LLC

<b>Principals (Resumes required for all Principals)</b>					
Name	Title	Ownership Percentage (Banks/Credit Unions -N/A)	SS# (Banks/Credit Unions -N/A)	DOB (Banks/Credit Unions-N/A)	Home Address (Banks/Credit Unions-N/A)

**General Information:**

Please list AMC's currently used: \_\_\_\_\_

What LOS (loan operating system) do you currently use? \_\_\_\_\_

What pricing engine do you currently use? \_\_\_\_\_

<b>Residential Loans Sold</b>							
	Units	Volume	Conv %	Jumbo %	Govt %	Purchase %	Refi %
YTD							
Previous							

**Lender References (a minimum of 2 investor references required):**

(1) Company Name: \_\_\_\_\_ Yrs Associated \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Contact/Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

(2) Company Name: \_\_\_\_\_ Yrs Associated \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Contact/Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**Certification and Credit Authorization:**

I/We, the undersigned Officer(s), am authorized to provide this information to Guaranty Home Mortgage Corporation on behalf of my company. I attest to the truth and accuracy (to the best of my knowledge and belief) of all the information provided to Guaranty Home Mortgage Corporation.

I hereby authorize GHMC to send correspondence to my company via email.

I also hereby authorize Guaranty Home Mortgage Corporation in connection with its due diligence investigation to secure Credit Reports, Broker References, and other such financial information that shall be reasonably required.

\_\_\_\_\_  
(1) Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(2) Name (if applicable)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please list all staff that you would like to have access to our website. User roles are set up as:

Level 1 User (Manager & Processor) – can originate and will have access to all loans in the pipeline

Level 2 User (Loan Officer) – can originate and will only see their own loans in their pipeline

Please indicate below how you would like your User ID’s set up for your Staff:

Name	NMLS#	Position	Access Level (1 or 2)	Receive Daily Rates (Y or N)	Email Address

## TPO Attestation

**If you cannot answer all of the below statements with “yes”, please attach appropriate documentation for GHMC review.**

1. I acknowledge that I am responsible for all actions of my firm’s officers, partners, directors, principals, managers, supervisors, loan processors, loan underwriters, loan originators, and other employees (hereinafter referred to as “company,” “owners,” and/or “any employees”) and for the actions of any affiliates participating in loan programs with any entities for or on behalf of the company.

2. I acknowledge that neither my company, nor its owners or any employees, since prior approval or recertification with GHMC:

- a. Had any formal complaints filed against them with a federal or state regulatory authority;
- b. Had any threatened or pending litigation involving the owners of the company or the company itself;
- c. Had any customer complaints within the past 12 months regarding False/Deceptive Advertising, Fraud and/or Misunderstanding of Product Terms;
- d. Had an order or sanction entered against them by a federal and/or state regulatory authority;
- e. Had been denied a license or had any registration/license revoked by a federal and/or state regulatory authority;
- f. Had been suspended by another lender or investor or had its approval status terminated for cause.

3. I acknowledge that my company has not been required by another lender or investor to repurchase or indemnify one or more mortgages originated by my company; unless previously reported to and acknowledged by GHMC.

4. I acknowledge that my company does not currently employ anyone, including officers, partners, directors, managers, or any other individuals who are listed in (i) the System for Award Management (SAM) database; (ii) the HUD Limited Denial of Participation (LDP) database; FHFA Suspended Counterparty Program list and/or (iii) Freddie Mac’s Excluded Party List. I further acknowledge that my company maintains hiring procedures to screen potential employees against these same exclusionary lists.

5. I acknowledge that my company maintains a Quality Control program, sufficient to ensure compliance with all regulatory and GHMC requirements.

6. I acknowledge my company remains in compliance with all applicable provisions of the Secure and Fair Enforcement for Mortgage Licensing Act of 2008 (SAFE Act) or its equivalent under state law, including all Nationwide Mortgage Licensing System and Registry (NMLS) requirements.

7. I acknowledge that neither my company, nor its owners or any employees have been charged with, or convicted of, pled guilty, or nolo contendere to a felony related to fraud, dishonesty, breach of trust, money laundering, embezzlement, theft, forgery, bribery, falsification of records, or any other crime related to the real estate or mortgage loan industry, unless previously reported to GHMC.

8. I acknowledge that neither my company nor any of its principals or officers are delinquent to any government agency for any fees or taxes.
9. I acknowledge that my company has implemented a written anti-money laundering program which adheres to AML guidelines as required by 31 CFR 1010 and 1029.
10. I acknowledge that my company makes all reasonable attempts and efforts and has controls in place to stay apprised of regulatory compliance and fair lending changes that affect my industry.
11. I acknowledge that my company makes all reasonable efforts in ensuring timely and accurate disclosures, if any, that comply with applicable regulations are provided.
12. I acknowledge that my company complies with TILA "LO Comp" rules, in accordance with 12 CFR §1026.36, and specifically the anti-steering and originator compensation provisions.

**Signed for Broker Company:**

**By:** \_\_\_\_\_  
*Signature*

**Name:** \_\_\_\_\_  
*Print or Type Name of Authorized*

**Its:** \_\_\_\_\_  
*Title*

**Dated:** \_\_\_\_\_

# Affiliate Relationships Information

List any affiliate relationships between your firm or individuals in your firm with any third parties who are engaged in real estate lending or related activities, i.e., contract processors, appraisers, closing agents, surveyors, property inspectors, insurers, lenders, or any other applicable situations.

**If Not Applicable Initial Here \_\_\_\_\_**

1) Type Business: \_\_\_\_\_ % of Ownership: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

2) Type Business: \_\_\_\_\_ % of Ownership: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

3) Type Business: \_\_\_\_\_ % of Ownership: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**Use additional pages if necessary**

# Resolution of Board of Directors

Of \_\_\_\_\_  
(Company Name)

RESOLVED FIRST, that

\_\_\_\_\_, the \_\_\_\_\_ and  
(Name of Officer) (Title)

\_\_\_\_\_, the \_\_\_\_\_ and  
(Name of Officer) (Title)

\_\_\_\_\_, the \_\_\_\_\_ and  
(Name of Officer) (Title)

of this corporation, or any one or more of them or their duly elected or appointed successors in office, is hereby authorized and empowered in the name of and on behalf of this corporation and under its corporate seal from time to time to refer mortgage applications to Guaranty Home Mortgage Corporation, and to execute any and all agreements, contracts, assignments, endorsements, and issuance of checks or drafts, reports, mortgage documents, and other papers in connection with documents, and furnish any information required or deemed necessary or proper by Guaranty Home Mortgage Corporation 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 \_\_\_\_\_ at a meeting duly called and held at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at which a quorum was present and voted, and that such resolution is duly recorded in the minutes book of this corporation; that the officers name in said resolution have been duly elected or appointed to, and are the present incumbents of, the respective offices set after their respective names.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



# Guaranty Home Mortgage Corporation Broker Agreement

THIS BROKER AGREEMENT (hereinafter referred to as the "Agreement") dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between GUARANTY HOME MORTGAGE CORPORATION (hereinafter referred to as "GHMC"), its successors and assigns, and \_\_\_\_\_ (hereinafter referred to as "Broker").

## RECITALS

This Agreement sets forth the entire understanding between the parties whereby Broker intends, from time to time, to offer to GHMC conventional, USDA, FHA or VA mortgage loans subject to any qualifications or conditions that GHMC may impose on any commitment to fund such mortgage loans.

## AGREEMENT

**1. Relationship.** Nothing in this Agreement shall be construed as making the Broker a joint venture, partner, representative, employee, or agent of GHMC. Broker shall not hold itself out as such, nor shall it use GHMC's name in any advertising. Broker is an independent contractor, and shall determine the method, details and means of performing all services described in this Agreement. Without limiting the generality of the immediately preceding sentences, Broker shall have no authority to act for, or on behalf of, GHMC or to bind GHMC in any manner without the express prior written consent of GHMC.

Refer to the GHMC website for all programs and rates. This list will include interest rates, loan limits, loan-to-value ratios, points, fees and any other applicable conditions or terms established by GHMC in its sole discretion. Loans submitted by Broker will be reviewed in accordance with GHMC's then current lending policy. Approvals or declinations will cover only the particular loan or loans submitted by Broker.

Sale on the Secondary Market. Broker understands GHMC intends to sell closed mortgage loans to investors in the secondary market. Broker represents and warrants that, in submitting loans to GHMC, it will fully comply with all pertinent underwriting and other requirements of GHMC, Fannie Mae, Freddie Mac, FHA, Ginnie Mae, VA, USDA, and other investors that Broker is aware of or that are disclosed to Broker by GHMC in the product description or otherwise.

**2. Duties of Broker.** With respect to each Loan submitted by Broker to GHMC for underwriting and funding, Broker shall:

- a. have and maintain the exclusive ongoing contact with Loan applicant(s) (collectively "Applicant") from the time of application until closing;
- b. undertake all direct and face-to-face personal interviews with Applicant;
- c. educate and assist Applicant in understanding the home buying and financing process;
- d. discuss the different types of loan products available, explain the qualification and eligibility requirements for each product, and demonstrate how closing costs and monthly payments may vary

- under each product;
- e. gather all information and documentation needed to complete the Loan application including applicable information required by applicable state and federal law and any regulations related thereto;
  - f. assist Applicant in filling out all Loan applications;
  - g. collect and analyze financial information and related documents and assist Applicant in determining the mortgage that Applicant can afford;
  - h. assist Applicant in identifying potential credit problems and obtaining letters of explanation;
  - i. provide and discuss with Applicant the documents required by the Federal Housing Administration ("FHA") and Department of Veterans Affairs ("VA"), if applicable;
  - j. keep Applicant apprised of the status of Applicant's application and communicate any changes in the loan terms within a reasonable timeframe;
  - k. maintain regular contact with Applicant, real estate agents and GHMC, as needed;
  - l. provide to Applicant such additional disclosures as are required to be provided by Broker, GHMC or applicable federal or state law;
  - m. collect the fees for the property appraisal and credit report and if required by applicable law, deposit such fees in a trust account;
  - n. initiate a request for the property appraisal through the appraisal management company selected by GHMC and gather preliminary materials from Applicant including, if applicable, the VA Certificate of Eligibility;
  - o. participate in the Loan closing, if applicable; and
  - p. perform any other service as GHMC may from time-to-time reasonably request.

**3. Broker Hiring Policy Certification.** All third-party originators (Brokers) who do business with GHMC are expected to have a hiring policy and procedure in place for checking all employees, including management, involved in the origination of mortgage loans (including application through closing) against the System for Award Management (SAM) database, Excluded Parties List, the HUD Limited Denial of Participation List, the Freddie Mac Excluded Party List, and the Federal Housing Finance Agency (FHFA) Suspended Counterparty Program list. Broker certifies that they fully comply with this requirement.

**4. Loan Submission.** Broker shall submit to GHMC applications, credit information and other data ("Loan Packages") for Borrowers under such programs, terms, and requirements as GHMC may establish from time to time. Broker shall furnish to GHMC such credit, financial, and other information concerning Borrower that GHMC may require in determining when to approve and fund the Loan(s), and perform other services as GHMC shall require in closing any Loan(s). In addition to the foregoing and not in limitation thereof, for each application, Broker shall prepare or cause to be prepared the loan application, supporting credit information, and related materials, all as may be reasonably required by GHMC, all at the expense of Broker and, in addition, shall perform the services described in section 2 above ("Duties of Broker"). In the event a Loan is consummated which does not strictly comply with the terms of a commitment, and this Agreement, GHMC may, in its sole and absolute discretion, immediately terminate the commitment or modify the terms thereof to conform with the terms of the mortgage loan.

**5. No Obligation.** Broker is under no obligation to send any Loan Packages to GHMC, and GHMC is under no obligation to originate any Loans submitted by Broker. All approved loans may be closed in the name of GHMC, or upon prior approval from GHMC, which may be granted or withheld at GHMC's sole discretion, in Broker's name with a concurrent or subsequent assignment of the loans to GHMC or its

successors and/or assigns.

**6. Compensation Program.** Broker to select one of two compensation options, as further described in the Loan Officer Compensation Agreement appendix attached to this Broker Agreement.

**A. Borrower Paid Option**

- Broker will negotiate compensation directly with the borrower.
- The borrower must pay compensation to the broker client from their own funds at closing, or from the principal proceeds of the new loan.
- The borrower may pay third party costs and Guaranty Home Mortgage Corporation fees by paying cash at closing, or financing through the principal or interest rate.
- No other person may provide compensation to a Loan Originator, directly or indirectly, in connection with the loan transaction.
- Compensation to the Broker can vary from transaction to transaction.

**B. Lender Paid Option**

- Broker shall receive designated percentage of the principal amount of such mortgage loan as its sole and complete compensation.
- The compensation shall be consistent on all loans funded for Broker by Guaranty Home Mortgage Corporation, except that Guaranty Home Mortgage Corporation may, but is not required to, periodically revise the Broker compensation prospectively, evidenced in the form of an Exhibit to this Agreement.
- Guaranty Home Mortgage Corporation will pay compensation directly to the Broker.
- The consumer cannot pay compensation to the Broker, or any Loan Originator.
- The Broker or any loan originator cannot reduce the lender paid compensation by offering concessions or paying for tolerance violations.
- The Broker will establish compensation agreements with its loan originator employees that will comply with the Federal loan originator compensation rules as established by the Consumer Financial Protection Bureau.

**7. Broker Warranties.** With respect to each Loan Package submitted for approval, Broker represents and warrants the following, which shall be deemed made as of the date hereof and hereafter on each and every date on which Broker submits a Loan Package to GHMC:

Valid Organization. Broker is duly organized, validly existing and in good standing under the laws of its state of organization and has all the qualifications, registrations, licenses, and permits necessary to carry on its business and to engage in the transactions contemplated by this Agreement. In addition, Broker is in good standing, and has not had its approval status terminated, with any governmental agency with whom it conducts business or by which it or its business is governed, including without limitation, HUD, FNMA, and FHLMC.

Authority. Broker has all requisite corporate power and authority to execute, deliver, and perform under this Agreement, and this Agreement constitutes the valid and binding obligation of Broker enforceable in accordance with its terms. Broker's compliance with terms and conditions of this Agreement will not violate any provisions of Broker's entity documents creating and governing Broker (e.g., articles of incorporation/organization, by-laws, partnership agreement, etc.), any instrument relating to the conduct of its business, or any other agreement to which it may be a party, or any governmental requirement, rule,

regulation, law, decree, order, or judgment to which Broker is subject.

Compliance with Law. All documents and disclosures are in full compliance with applicable State and Federal laws, rules, and regulations.

Compliance with Loan Originator Compensation Laws, Rules and Regulations. Broker has developed and implemented compensation plans for its Loan Originators which (1) prohibit payments to its Loan Originators that are based on the loan's interest rate or other loan terms or conditions, (2) prohibit Broker or its Loan Originators from receiving payments directly from a consumer while also receiving compensation from the creditor or another person, and, (3) prohibit Broker or its Loan Originators from "steering" a consumer to a creditor in order to increase the Broker's or Loan Originator's compensation. Broker shall ensure that its policies and procedures regarding Loan Originator Compensation comply with the rule set forth in the TILA, Regulation Z (12 CFR §1026.36 (d) – (e)).

Compliance with Requests for Missing or Additional Documentation. Broker shall comply with any requests by GHMC for missing, corrected and/or additional documentation related to a Loan. Broker shall comply with any such requests as soon as possible, regardless of whether the request was made prior to or after the closing of the related Loan, but, unless otherwise agreed by GHMC, Broker shall comply with any such request no later than ten (10) business days after its receipt of a request from GHMC therefore.

No False Statement. All documents submitted in connection with a Loan Package presented to GHMC are in every respect valid and genuine and no fraud or misrepresentation has occurred in connection with the submission of any Loan Package or origination of any Loan. All information (credit and otherwise) submitted in connection with a loan application is accurate and complete and no information has been submitted which is false or misleading in any respect. The term information as used in this paragraph shall mean any and all information and documentation obtained from the applicant and any reference source. Broker warrants that it is the sole originator of all Loan Packages submitted to GHMC by Broker pursuant to this Agreement.

Absence of Claims. There is no claim, litigation, investigation, or proceeding pending or, to the best of Broker's knowledge, threatened against or otherwise materially affecting Broker's business or performance of its obligations under this Agreement.

As to each mortgage loan:

- a. Each Loan is a valid first lien on the mortgaged property free and clear of all encumbrances and liens having priority over the lien of such Loan, except liens for real estate liens and for real estate taxes and special assessments not yet due and payable;
- b. The mortgaged property is free and clear of all mechanic's and materialmen's lien or liens in the nature thereof, and no rights are outstanding that under law could give rise to any such lien, nor is Broker aware of any facts which could give rise to any such lien;
- c. All federal and state laws, rules and regulations applicable to the Loans have been complied with;
- d. No Loan is the subject of litigation which could affect Broker's or GHMC's ability to enforce the terms under the Loan documents;
- e. There is in force for each Loan a hazard insurance policy and flood insurance policy, where applicable, meeting the requirements of GHMC;

- f. The borrower has no rights of rescission, set-offs, counterclaims or defenses to the note or mortgage securing the note arising from the acts and/or omissions of Broker in the origination of the Loan;
- g. If applicable, Broker has no knowledge that any improvement located on or being part of the mortgaged property is in violation of any applicable zoning law or regulation;
- h. To the best of Broker's knowledge, the property is (a) in good repair and free of substantial damage from any cause, including but not limited to flood, fire, accident, earthquake, hurricane, or other disaster or calamity; and (b) the market for real estate in the geographical area of the mortgage property has not materially and adversely declined since the date the property appraisal report was issued; and
- i. Neither Broker, borrower or any person or entity engaged by Broker, its officers, employees, or agents which is involved in the Loan has (a) made any false representation or provided information which is not true, complete, and accurate as is reasonably necessary for GHMC to make an underwriting decision; or (b) received any direct or indirect benefit, fee, commission, or other consideration of value from borrower or any other party in connection with the Loan except those fees properly charged to borrower.

No Liability. GHMC shall have no liability to Broker for GHMC's failure to underwrite any Loan in accordance with the applicable guidelines except to the extent such failure constitutes willful misconduct by GHMC.

Appraisal. Broker shall comply at all times and in all respects with the provisions of the Appraisal Valuation Requirements under TILA 12 CFR §1026.42, establishing requirements for appraisal independence. Broker shall comply with the applicable Appraiser Independence Requirements of Fannie Mae and/or Freddie Mac.

Financial and Licensing Information About the Broker. Broker and each of its principal officers hereby authorize GHMC to secure a consumer credit report and in addition, authorize the release to GHMC of any and all information concerning employment, financial statements, corporate records, bank accounts, credit verification and any additional information deemed necessary by GHMC. Broker and each principal officer agree that GHMC may, from time to time, request and secure additional credit reports or other information about them as GHMC, in its sole discretion, deems necessary or desirable. Regulated financial institutions acting as Broker must also submit their most recent audited financial reports on an ongoing basis as required by GHMC. In addition, Broker shall maintain current license, registration, unique identifier issued by NMLS and must immediately notify GHMC of loss, suspension or restriction of its license or registration.

Prohibited Loans. None of the Loans submitted by Broker qualify as "high-cost loans," under 12 CFR §1026.32.

**8. Remedies for Breach, Broker's Obligation to Repurchase,** Upon the occurrence of any breach of the representations, warranties, covenants or conditions contained in this Agreement by Broker, GHMC shall have the right in its sole discretion to require Broker to repurchase the Loan or Loans affected by such breach for a price equal to the then outstanding principal balance of such Loan(s) plus (i) all accrued and unpaid interest due on such Loan(s) as of the date of repurchase, (ii) any premium or above par pricing paid by GHMC for such Loan and (iii) all other unreimbursed advances, fees, penalties, charges or expenses (including reasonable attorney fees) assessed against or incurred by GHMC in connection with the Loan(s)

(the sum of such amounts, the "Repurchase Price"). Before selling or agreeing to sell any such loan, GHMC shall give Broker a right of first refusal opportunity to purchase such loan on substantially similar terms and conditions.

Broker shall provide its response to GHMC within five (5) business days of receipt of GHMC's written notice. If Broker fails to respond within such period, Broker's option to purchase is deemed waived. To the extent allowed by law, GHMC shall have the right of setoff for all amounts owed to it from Broker pursuant to this Section 8 against any amounts owed by GHMC to Broker hereunder. In addition, GHMC shall have the right to specific performance in enforcing Broker's obligation to repurchase any Loan pursuant to this Agreement. For purposes of this Section 8, a breach of representations and warranty will be deemed to have occurred notwithstanding any qualifying language in the applicable representation or warranty regarding the Broker's knowledge of such event or condition.

Any breach of this Agreement by Broker shall constitute grounds for termination by GHMC of this Agreement at its option and in its sole discretion effective immediately, but such termination shall not release the Broker from its duty to repurchase contained in the above paragraph, which shall survive termination of this Agreement.

**9. Indemnity.** In addition to Broker's repurchase obligations set forth in Section 8, to the extent allowed by law, Broker indemnifies and holds harmless GHMC, its shareholders, directors, officers, agents, employees, successors and assigns against any loss, damage, claim, expense, liability or cost (including reasonable attorney's fees) arising from any act or omission by Broker in connection with its obligations under this Agreement and any breach by Broker of its representations, warranties, covenants, and agreements contained in this Agreement.

**10. GHMC's Non-Assumption of Liability to Broker or Third Parties.** GHMC assumes no liability to Broker or to third parties with respect to Broker's activities hereunder. To the extent allowed by law, Broker shall indemnify, defend and hold GHMC harmless from and against any and all claims, losses, damages, liabilities, costs and expenses, including reasonable attorney fees and disbursements, incurred by GHMC arising out of or in connection with Broker's acts or omissions hereunder, including without limitation, Broker's acts tending to imply an employment or agency relationship with GHMC.

**11. No Solicitation/Premium Recapture.** Broker agrees that for a period of one year following the origination of any Loan, neither Broker, nor its employees, agents, affiliates, successors or assigns will take any action to solicit any borrower under any Loan in order to affect the refinancing of any Loan. To the extent allowed by law, Broker agrees to refund to GHMC all compensation paid by GHMC on any Loan(s) which:

- Prepay in full during the first six (6) months after the applicable closing date for such Loan(s); and/or
- Broker has solicited in violation of this Section.

**12. Disclosure of Misstatement or Misrepresentation.** Broker acknowledges and agrees that GHMC may report instances of Broker's material misstatements/misrepresentations in connection with a loan, or knowingly aiding a borrower to do the same, to appropriate industry watch groups, agencies, and state and federal authorities or law enforcement agencies. The submission of a loan application to GHMC containing false or misrepresented information is a federal crime and GHMC will cooperate with government agencies and law enforcement officials to pursue parties who provide false information or participate in fraudulent activity. The following are examples of activities which could lead to such actions

being taken against Broker: (a) submission of inaccurate information, including false statements on loan applications and falsification of documents purporting to substantiate credit, employment, deposit balances, ownership of real property and other asset information, or false personal information concerning the borrower; (b) forgery of documents; (c) inaccurate representations of current occupancy or intent to maintain required occupancy as agreed in the application and Loan closing documents; (d) lack of due diligence or appropriate concern by Broker and its employees in obtaining and ascertaining the authenticity of all documents submitted to GHMC, and (e) acceptance of information or documentation which is known or suspected to be inaccurate, including but not limited to the concurrent processing of multiple owner-occupied Loan applications from a single applicant, or permitting an applicant or other interest party to assist in the processing of a Loan application.

**13. Termination.** Either party may terminate this Agreement at any time upon written notice to the other party; provided, however, that the obligations contained in this Agreement relating to all Loans originated pursuant to this Agreement shall survive such termination. Such termination shall be effective immediately upon notice to Broker by GHMC and five (5) days after receipt of written notice from the Broker to GHMC. Notwithstanding any such termination, Broker's (i) representations and warranties set forth in Paragraph 6, (ii) repurchase obligations set forth in Paragraph 8, and (iii) indemnification obligations set forth in Paragraph 9 shall survive the termination.

**14. Loan Disposition.** Loan approval shall be within Lender's sole discretion and Broker shall not represent that Lender has approved a loan package until Lender has issued an approval to Broker in writing. Broker agrees all loan packages submitted to Lender shall become the sole property of Lender upon a written disposition of the loan file. Broker agrees that Lender, at its option may choose to perform a quality control audit of the loan package and decline a loan submitted by Broker if there are any material misstatements or omissions of fact or other defects in the documents or information furnished by Broker.

**15. Notice of Adverse Action.** In compliance with the Equal Credit Opportunity Act, GHMC mails the adverse action to the borrower as soon as reasonably possible after the final decision is made to take adverse action.

**16. Right of Offset.** In addition to any other rights and remedies available to GHMC, including, without limitation, the rights and remedies of GHMC under this Agreement, GHMC shall have the right, at any time, and from time to time, without notice, to offset and to appropriate or apply any and all deposits of money or property or any other indebtedness at any time held or owing by GHMC to or for the credit of the account of Broker against and on account of the obligations and liabilities of Broker under this Agreement or any other agreement between Broker and GHMC and/or between Broker and any of GHMC's affiliates and/or subsidiaries, irrespective of whether or not GHMC or its affiliates shall have made any demand hereunder and whether or not said obligations and liabilities shall have matured. For purposes of the foregoing right to offset, the determination as to whether Broker has any obligations and liabilities under this Agreement or any other agreement between Broker, GHMC or its affiliates and the extent of such obligations and liabilities shall be made by GHMC in its sole and reasonable discretion.

## **17. Miscellaneous.**

**Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee. Any action arising out of this Agreement shall be initiated only in the appropriate courts of Rutherford County,

Tennessee. Broker irrevocably consents to the jurisdiction of such court for any matter arising under this Agreement.

Electronic Signatures. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This Agreement, and any other document necessary for the consummation of the transaction contemplated by this Agreement may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Any document accepted, executed, or agreed to in conformity with such laws will be binding on each party as if it were physically executed.

Entire Agreement: Survival. This Agreement constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, representations, and understandings. Broker's representations, warranties and covenants related to any funded mortgage loan pursuant to this Agreement shall remain in full force and in effect and shall survive any termination of this Agreement.

Confidentiality. Broker will not, at any time, give or sell any information relating to the Loans or any borrowers to any unaffiliated person or entity other than GHMC. Both parties agree to take all reasonable measures to protect the confidentiality of the other party's proprietary loan program information.

No Assignment. This agreement shall not be assigned by Broker without obtaining the prior written consent of GHMC.

Notice of Certain Matters. Broker shall notify GHMC immediately of any material change in its ownership, financial condition, principal management, the status of its applicable state or Federal mortgage-lending license/registration or equivalent documentation, or upon the occurrence of any breach of a representation or warranty set forth in this Agreement.

Notices. Unless otherwise set forth herein, any notices or other communications in this Agreement provided or permitted to be given by one party to the other, must be in writing and shall be deemed received upon receipt if personally delivered, upon delivery of email, three (3) business days after sending if delivered by certified or registered mail or upon delivery by a nationally recognized overnight courier. For purposes of notice the addresses of the parties shall be as follows (unless changed by notice to the other party pursuant to this Agreement):

GHMC

BROKER

Guaranty Home Mortgage Corporation  
10 Lea Avenue, Suite 800  
Nashville, TN 37210

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Attorney Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

Waivers. Neither the acceptance of a Loan for purchase (which Loan contains a breach or potential breach of this Agreement of which GHMC may be aware), nor any failure by GHMC to notify Broker of a potential breach, nor any delay by GHMC in notifying Broker of an actual breach shall be deemed a waiver of any rights of GHMC under this Agreement. Any waiver by GHMC of a breach of this Agreement shall not be construed as a waiver of any other or future breach of the Agreement, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be effective unless made in writing by the waiving party.

Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions of this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.

Amendment or Modification. Any modification or amendment to this Agreement, and any future agreement between the parties, must be executed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Signed for Broker Company:**

**By:** \_\_\_\_\_  
*Signature*

**Name:** \_\_\_\_\_  
*Print or Type Name of Authorized*

**Its:** \_\_\_\_\_  
*Title*

**Dated:** \_\_\_\_\_

**Signed for Guaranty Home Mortgage Corporation:**

**By:** \_\_\_\_\_  
*Signature*

**Name:** \_\_\_\_\_  
*Print or Type Name of Authorized*

**Its:** \_\_\_\_\_  
*Title*

**Dated:** \_\_\_\_\_



## AUTHORIZATION / RELEASE FOR BUSINESSES AND PROFESSIONALS

\_\_\_\_\_ (Third Party Originator Name; hereinafter referred to as the "Applicant") acknowledges that it is in the best interest of both Applicant and **Guaranty Home Mortgage Corporation** ("Mortgage Lender") for Mortgage Lender to perform due diligence concerning Applicant's background and experience. Applicant further acknowledges that Applicant benefits from the efficiencies in the due diligence process that are possible when Mortgage Lender and other similarly-situated entities in the mortgage industry exchange information about their experiences in doing business with professionals/entities such as Applicant. Therefore, Applicant hereby consents and gives Mortgage Lender permission to obtain information about Applicant's company and any and all employees/contractors of that company including, but not limited to, professional history information, criminal record information, credit information and other public record information. Applicant understands that Mortgage Lender performs quality control reviews of the loans that Applicant submits to Mortgage Lender for registration, review, underwriting, and/or purchase. Applicant understands and hereby consents to the release of information about any loan application that is believed to contain misrepresentations and/or irregularities. Applicant agrees and gives its consent that it and its employees may be named as the originating entity or loan officers on such loans, whether or not Applicant or its employees is implicated in the alleged misrepresentations and/or irregularities. Applicant hereby releases and agrees to hold harmless Mortgage Lender, LexisNexis Risk Solutions FL Inc., d/b/a Mortgage Asset Research Institute, and LexisNexis Risk Solutions Bureau LLC (collectively, "MARI"), all MARI subscribers, and any trade associations that endorse MARI's mortgage fraud alert products from any and all liability for damages, losses, costs, and expenses that may arise from the reporting or use of any information submitted by Mortgage Lender or any other MARI subscriber to Mortgage Assets Research Institute, Inc., recorded in MARI's MIDEX® database, and used in any way by Mortgage Lender or any other MARI subscriber.

### Signed For Applicant:

**By:** \_\_\_\_\_  
*Signature*

**Name:** \_\_\_\_\_  
*Print or Type Name of Authorized*

**Its:** \_\_\_\_\_  
*Title*

**Dated:** \_\_\_\_\_



## FAIR LENDING POLICY

It is Guaranty Home Mortgage Corporation's ("GHMC") policy to provide all applicants with equal access to credit. In conducting its business, GHMC takes applications, and reviews and processes loan applications in accordance with the Fair Housing Act, Equal Credit Opportunity Act, Home Mortgage Disclosure Act, and all other related consumer protection laws and regulations. GHMC policy prohibits differential treatment of applicants on the basis of their race, color, national origin, religion, sex, marital status, familial status, handicap, disability, age (provided the applicant has the capacity to enter into contract), or the fact that all or part of the applicants income is derived from a public assistance program; or the applicant has in good faith exercised any right under the Federal Consumer Credit Protection Act.

Similarly, Guaranty Home Mortgage Corporation requires its approved Third Party Originators to conform to all applicable federal, state, and/or Agency fair and responsible lending policies and regulations.

### Acknowledged by Third Party Originator:

**By:** \_\_\_\_\_  
*Signature*

**Name:** \_\_\_\_\_  
*Print or Type Name of Authorized*

**Its:** \_\_\_\_\_  
*Title*

**Dated:** \_\_\_\_\_



## Loan Originator Compensation Agreement

Broker acknowledges it has developed and implemented compensation plans for its Loan Originators which (1) prohibit payments to its Loan Originators that are based on the loan’s interest rate or other loan terms or conditions, (2) prohibit Broker or its Loan Originators from receiving payments directly from a consumer while also receiving compensation from the creditor or another person, and, (3) prohibit Broker or its Loan Originators from “steering” a consumer to a creditor in order to increase the Broker’s or Loan Originator’s compensation. Broker shall ensure that its policies and procedures regarding Loan Originator Compensation comply with the rule set forth in the TILA, Regulation Z (12 CFR §1026.36(d)-(e)).

### **I. Prohibitions on Steering**

Loan Originators must provide the consumer with loan options from a significant number of the creditors with which the Loan Originator regularly does business. For each type of transaction (i.e. fixed rate or ARM), in which the consumer expressed an interest, the loan options presented must include:

- The loan with the lowest interest rate
- The loan with lowest origination points, origination fees, or discount points
- The loan with the lowest interest rate without certain features, including:
  - o A prepayment penalty
  - o Interest-only payments
  - o Negative amortization
  - o A balloon payment in first seven years

Loan originators must have a good faith belief that the options presented are loans for which the consumer likely qualifies. Loan Originators must obtain options from at least three creditors, unless the Loan Originator regularly does business with fewer than three creditors. If more than three loan options are presented, the Loan Originator must highlight the loan options that satisfy the required criteria noted in the Final Rule (the Loan options bulleted above).

Loan originators will be required to provide an anti-steering certification with each loan package submitted to Guaranty Home Mortgage Corporation, for all loans that have Lender Paid Compensation.

### **II. Lender Paid Compensation Selection**

Lender Paid Compensation Selection Range		
0.750	1.500	2.250
0.875	1.625	2.375
1.000	1.750	2.500
1.125	1.875	2.625
1.250	2.000	2.750
1.375	2.125	

Max Compensation (optional)
\$6,000
\$8,000
\$10,000
\$12,000
\$14,000
\$16,000
\$18,000
\$20,000
\$25,000
\$30,000

Broker elects Lender Paid Compensation to be \_\_\_\_\_% \* of the principal amount of such mortgage loan as its sole and complete compensation. Compensation may not be updated any sooner than three month increments. All State Housing Finance Agency programs will be on a strictly borrower paid basis with the exception of MCC programs.

**OPTIONAL: Broker elects maximum Lender Paid Compensation of \$ \_\_\_\_\_**

*\*Please select a compensation amount that best fits your company's business model but also ensures compliance with the points and fees thresholds set forth in TILA QM Rule (§1026.43(e)). We recommend that you closely review all normal and customary fees being charged to the consumer in your market before making your final determination.*

Please note, GHMC will not accept a loan in which the QM points and fees exceed the thresholds described below (subject to annual adjustment by the CFPB; current as of *January 1, 2022*):

<b>Loan Amount</b>	<b>Points and Fees Limit</b>
Equal to or greater than \$114,847	3% of the total loan amount
Equal to or greater than \$68,908 but less than \$114,847	\$3,445
Equal to or greater than \$22,969 but less than \$68,908	5% of the total loan amount
Equal to or greater than \$14,356 but less than \$22,969	\$1,148
Less than \$14,356	8% of the total loan amount

By signing below, I certify that I have read and will be in compliance with all rules as set forth above. This addendum will be incorporated into your current Broker Agreement with Guaranty Home Mortgage Corporation.

**Signed for** \_\_\_\_\_

**Signed for Guaranty Home Mortgage Corporation:**

**By:** \_\_\_\_\_  
*Signature*

**By:** \_\_\_\_\_  
*Signature*

**Name:** \_\_\_\_\_  
*Print or Type Name of Authorized*

**Name:** \_\_\_\_\_  
*Print or Type Name of Authorized*

**Its:** \_\_\_\_\_  
*Title*

**Its:** \_\_\_\_\_  
*Title*

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

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

▶ **Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.**

Print or type.  
 See Specific Instructions on page 3.

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

## Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>										
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<b>or</b>										
<b>Employer identification number</b>										
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## Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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