



## SELLER ELIGIBILITY FOR BANKS OR CREDIT UNIONS

### NDL1 Correspondent

***\*\*Closes in client's name, GHMC prepares closing documents, GHMC underwrites file***

***\*\*Minimum net worth of \$25,000***

#### Required Documentation for NDL1 Correspondent

1. Correspondent Agreement, AIR Addendum and Resolution (if brokering any products, LO Compensation Agreement required)
2. QC plan
3. Resume of the Mortgage Department Manager
4. POA (original) mailed to GHMC, Attn: Legal, 508 W 800 N, Orem, UT 84057
5. Wiring Instructions (on company letterhead)
6. MERS Org ID# - Proof of MERS Lite Membership (GHMC will handle all MERS transactions)

### NDL2 Correspondent

***\*\*Closes in client's name, client prepares closing documents, GHMC underwrites file***

***\*\*Minimum net worth:***

- \$75,000 (using fulfillment company to prepare closing documents)
- \$250,000 (preparing own closing documents)

### NDL3 Correspondent

***\*\*Closes in client's name, client prepares closing documents, GHMC underwrites file***

***\*\*Compliance review performed once loan is submitted for purchase***

***\*\*Minimum net worth:***

- \$2,000,000

#### Required Documentation for NDL2 / NDL3 Correspondent

1. Correspondent Agreement, AIR Addendum and Resolution (if brokering any products, LO Compensation Agreement required)
2. QC Plan
3. Resume of the Mortgage Department Manager
4. Resume of the Closer (N/A if using Fulfillment Company)
5. POA (original) mailed to GHMC, Attn: Legal, 508 W 800 N, Orem, UT 84057
6. Wiring Instructions (on company letterhead)
7. MERS Org ID# - Proof of MERS Lite Membership (Correspondent is responsible for all MERS transactions)
8. E&O Policy of at least \$300,000 (N/A if using Fulfillment Company)

## **Maintaining Eligibility:**

Any Correspondent approved for participation in the First Colony Mortgage Corporation dba GHMC or GHMC TPO (herein after referred to as GHMC) Correspondent Program must continue to meet the eligibility requirements herein to maintain its eligibility and approval to participate.

## **Notification of Significant Changes:**

The Correspondent must send GHMC written notice of any contemplated major changes in its organization, including with its notice copies of any filings with, or approvals from, its regulators. GHMC requires notice of, among other things, the following significant changes relating to the Correspondent:

- Any mergers, consolidations or reorganizations;
- Any direct or indirect material change in ownership. An “indirect change in ownership” includes any change in the ownership of the Correspondent’s parent, any owner of the parent, or any beneficial owner of the Correspondent that does not own a direct interest in the Correspondent;
- Any change in corporate name;
- Any change from a federal charter to a state charter (or vice versa) if the Correspondent is a credit union or a bank; and
- Material adverse change in financial condition

## **Changes to Corporate Authority and Banking Relationships**

In the event that there is any change in the authority evidenced by the Corporate Resolution or in the banking relationships including warehouse facilities, the lender must immediately deliver to GHMC a replacement Corporate Resolution or Certificate of Authority, which accurately reflects the corporate or other organization’s authorizations granted by the lender, or a Funding Instructions Notification which accurately describes the banking relationships in effect, as applicable. GHMC will not recognize any changes in the Correspondent’s corporate authorizations or funding instructions until the replacement Corporate Resolution, Certificate of Authority or Funding Instructions Notification, as applicable, is received by GHMC. Replacement Corporate Resolutions, Certificates of Authority and Funding Instructions Notifications must be sent to GHMC, Attn: Correspondent Lending Administration.

Annually at a date determined by GHMC, the Correspondent must deliver the following to GHMC:

- The Correspondent’s financial statements for the preceding fiscal year; and,
- If the Correspondent has a parent corporation, the most recent financial statements for the parent corporation.

If requested by GHMC, the Correspondent must provide such other documentation as may be necessary to satisfy GHMC that the Correspondent meets and will continue to meet the applicable eligibility requirements.

## Compliance Reporting Requirements

If the Correspondent is subject to the jurisdiction of any governmental agency or quasi-governmental agency such as Fannie Mae, Freddie Mac, or HUD, FDIC, other state agencies, and/or state banking regulators, GHMC may request copies of any audit reports issued by such agencies. If any disciplinary action is taken by any such agency, including suspension or termination of the Correspondent's selling or servicing rights, the Correspondent must notify GHMC within three (3) business days of such action.

## Audits

GHMC may audit the Correspondent's mortgage loan origination operations and examine the books and records relating to any mortgage loan sold by the Correspondent to GHMC. The Correspondent will facilitate such audits and provide GHMC and its agent's access to the Correspondent's offices, books and records at reasonable times during the Correspondent's normal business hours.

I have reviewed the information contained in this Seller Eligibility and our company agrees to furnish the information requested and abide by this section's contents.

---

Company

---

Print or Type Name of Authorized

---

Signature / Date

**Certification and Credit Information:**

I, the undersigned Officer, am authorized to provide this information to GHMC 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 GHMC.

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

I also hereby authorize GHMC in connection with its due diligence investigation to secure Lender References, and other such financial information that shall be reasonably required.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# 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 TPO Company:**

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

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

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

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

# First Colony Mortgage Corporation dba GHMC or GHMC TPO

## Application for Correspondent Approval

Correspondent Name: \_\_\_\_\_

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

Home Office Address: \_\_\_\_\_

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

Tax ID: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

NMLS: \_\_\_\_\_ Account Executive: \_\_\_\_\_

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

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

CLOSE LOANS AS:	NDL1	NDL2	NDL3	Broker
-----------------	------	------	------	--------

CONV	_____	_____	_____	_____
JUMBO	_____	_____	_____	_____
VA	_____	_____	_____	_____
USDA	_____	_____	_____	_____
FHA	_____	_____	_____	_____

MERS #: \_\_\_\_\_

FHA ID: \_\_\_\_\_

VA ID: \_\_\_\_\_

**FHA DE:** Do you have FHA DE Underwriting Approval? \_\_\_\_ YES \_\_\_\_ NO

**NDL2 Correspondents Only: Remitting Upfront Fees:**

FHA: Will you be remitting the Upfront FHA MIP? Yes \_\_\_\_ No \_\_\_\_

VA: Will you be remitting the VA Funding Fee? Yes \_\_\_\_ No \_\_\_\_

\*If No, *Fee Remittance Addendum* required

Residential Loans Sold							
	Units	Volume	Conv %	Jumbo %	Govt %	Purchase %	Refi %
YTD							
Previous							

**General Information:**

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

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

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

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

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

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

Primary Contact/Title: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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

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

Primary Contact/Title: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Warehouse Lender: \_\_\_\_\_ Contact: \_\_\_\_\_

Credit Limit Amount: \_\_\_\_\_ Phone: \_\_\_\_\_

**Personnel Contacts:**

Purchase Advice sent to: \_\_\_\_\_ Phone: \_\_\_\_\_  
Name and Title

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

Funding/Suspense: \_\_\_\_\_ Phone: \_\_\_\_\_  
Name and Title

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

**NDL2/NDL3 Correspondents Only:**

Name of Company preparing Closing Docs and/or Staff Member responsible for communicating with  
Fulfillment Company (if applicable):

\_\_\_\_\_



**Affiliated Companies:** Please list any owned or affiliated companies (i.e. Title Companies, Real Estate Firms, Insurance Companies, Construction Companies, Appraisal Firms, Credit Agencies, etc.).

If additional space is required please attach list. If none, state None.

1.	<div><div></div><div>Name</div></div>	<div><div></div><div>% of Ownership</div></div>
2.	<div><div></div><div>Name</div></div>	<div><div></div><div>% of Ownership</div></div>
3.	<div><div></div><div>Name</div></div>	<div><div></div><div>% of Ownership</div></div>
4.	<div><div></div><div>Name</div></div>	<div><div></div><div>% of Ownership</div></div>

By signing this application, the Correspondent certifies that it is in full compliance with the regulatory requirements of the Bank Secrecy Act (BSA), Anti Money Laundering (AML) and Office of Foreign Assets Control (OFAC).

By signing this application, the Correspondent certifies that the Correspondent maintains a written policy governing the appraisal ordering process and preparation of appraisal reports maintained on the Correspondent’s behalf.

By signing this application, the Correspondent certifies that the proper controls are implemented with regard to quality control, audit and review procedures to ensure the appraisal policy requirements and ordering procedures are followed.

**Please forward the original executed Loan Purchase and Sale Agreement to:**

First Colony Mortgage Corporation dba GHMC or GHMC TPO  
Attn: Correspondent Approval  
508 W 800 N  
Orem, UT 84057

**First Colony Mortgage Corporation dba GHMC or GHMC TPO may make reference inquiries and may, at the sole expense of First Colony Mortgage Corporation dba GHMC or GHMC TPO, order independent background investigations on the Correspondent and/or principal officers.**

**First Colony Mortgage Corporation dba GHMC or GHMC TPO may submit the name of the Correspondent and the name of any employee of the company for screening through databases by Mortgage Asset Research Institute (MARI), including Mortgage Industry Data Exchange (MIDEX).**

**I affirm that all answers and information submitted in this application are true and correct.**

**I hereby authorize First Colony Mortgage Corporation dba GHMC or GHMC TPO, at its discretion, to verify the information with any other sources and I hereby waive any cause of action or claim I may have against such source with respect to any information they may provide.**

By: _____	_____
Signature	Print or Type Name of Authorized
_____	_____
Company	Date

## First Colony Mortgage Corporation dba GHMC or GHMC TPO Correspondent Mortgage Purchase Agreement

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **First Colony Mortgage Corporation dba GHMC or GHMC TPO** (hereinafter referred to as "Buyer" or "GHMC"), having its principal mortgage banking office located at **508 W 800 N, Orem, UT 84057**, and \_\_\_\_\_ (hereinafter referred to as "Seller") having its principal office located at \_\_\_\_\_.

From time to time pursuant to this Agreement, Seller shall sell and GHMC shall buy mortgage loans on residential real estate (hereinafter collectively called the "Mortgage Loans" and individually a "Mortgage Loan"). This Agreement shall govern the sale and transfer of such Mortgage Loans by Seller to GHMC and each such Mortgage Loan shall be subject to the warranties, representations, and agreements set forth herein, subject, however, to the terms and conditions of any separate written offering or commitment letters applying to the Mortgage Loans.

All future purchases of Mortgage Loans by GHMC shall be governed by the terms contained herein unless the parties shall agree in writing before or at the time such purchases are made. The purchase price and 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 offering or commitment letter signed by the parties hereto and pursuant to which GHMC shall agree to buy and Seller shall agree to sell any Mortgage Loan shall survive and be deemed to be a part of this Agreement. In this Agreement, the term "Buyer" shall refer to GHMC. This Agreement, and any and all representations, warranties or covenants of Seller hereunder, may be enforced against Seller by GHMC and/or its successors and assigns.

**1. LOANS ELIGIBLE FOR PURCHASE:** Seller may offer for sale to Buyer eligible VA, FHA, RHS, or Conventional Mortgage Loans. All such Mortgage Loans shall be sold with servicing released to Buyer. All such Mortgage Loans shall be originated and closed according to standard agency regulations as established, and amended from time to time, 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). It is hereby understood and agreed, for purposes of this Agreement, that the aforementioned standard agency regulations are incorporated in and made a part hereof. All Mortgage Loans offered by Seller must be secured by residential first-lien mortgages or deeds of trust. Seller shall be responsible for ensuring the compliance of Mortgage Loans sold hereunder with the applicable agency regulations which may exist at the time of purchase.

Any Loans specifically identified as being non-conforming (Jumbo), shall be originated and closed in accordance with the specifications as outlined in the Correspondent Lending Manual, or otherwise published on GHMC's website.

**2. PAYMENT FOR LOANS:** Payment for Loans will be made following receipt and review of closing documentation, including evidence of compliance with underwriting requirements, FHA, VA and/or RHS requirements (waived if underwritten by GHMC), as well as all Federal and State statutes, rules and regulations. Payment for Loans will be made via the Federal Reserve Wire Transfer System to the party directed by the Seller. Any amounts collected by Seller for maintenance or improvements to the property, for the escrow of taxes or insurance not yet due, or for other reserves shall be deducted from the wire amount.

**3. DELIVERY OF DOCUMENTS:** Seller agrees to do all acts necessary to perfect title to the Mortgage Loans to Buyer and shall sell, assign and deliver to Buyer, with respect to the purchase of each such Mortgage Loan, the documents set forth in the Correspondent Lending Manual, all subject to the approval of Buyer and its legal counsel as to proper form and execution. No later than ninety (90) days from the date of purchase Seller shall deliver to buyer the required final documentation. Should Seller fail to satisfy, within the aforesaid ninety (90) days, the requirements for document delivery with respect to any Mortgage Loan purchased, Buyer reserves the right to withhold service release premiums on subsequent Mortgage Loan purchases if required documentation is not received in a timely manner. Buyer's right to withhold payment of service release premiums shall be in addition to and not in lieu of Buyer's other remedies hereunder including the remedy of repurchase as provided in Paragraph 7 hereof.

**4. GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER:** Seller hereby represents, warrants, and covenants as follows:

a) Seller is and will continue to be duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it was incorporated or organized, as applicable, and has and will continue to maintain all licenses, registrations, and certifications necessary to carry on its business as now being conducted, and is and will continue to be licensed, registered, qualified, and in good standing in each state where property securing a Mortgage Loan is located if the laws of such state require licensing, registration or qualification in order to conduct business of the type conducted by Seller; and

b) Seller has and will maintain the full corporate or partnership power and authority to execute and deliver the documents contemplated by this Agreement and to perform in accordance with each of the terms thereof and the terms of the Correspondent Lending Manual. The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby have been duly and validly authorized. This Agreement is a legal, valid, binding and enforceable obligation of Seller, and all requisite corporate or partnership action has been taken by Seller to make this Agreement valid and binding upon Seller and enforceable in accordance with its terms; and

c) Seller has the ability to perform each and every obligation and/or requirement imposed on Seller pursuant to this Agreement, and no offset, counterclaim, or defense exists to the full performance by Seller of the requirements of this Agreement; and

d) Neither the Correspondent Application, this Agreement, nor any statement, report or other document furnished or to be furnished by Seller pursuant to this Agreement contains any untrue

statement of material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading; and

e) Seller has complied with, and has not violated any law, ordinance, requirement, regulation, rule or other order applicable to its business or properties, the violation of which might adversely affect the operations or financial condition of Seller to consummate the transactions contemplated by this Agreement; and

f) All financial statements required to be submitted by Seller to Buyer have been prepared in accordance with Generally Accepted Accounting Practices applied on a consistent basis by an independent Certified Accountant or other individual acceptable to Buyer; and

g) Seller 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. Seller shall comply with the applicable Appraiser Independence Requirements of Fannie Mae and/or Freddie Mac. Seller shall, upon Buyer's request, provide Buyer with any information Seller has in its possession regarding any appraiser or appraisal; and Seller shall comply with all provisions of the *Appraisal Management Addendum*; and

h) Seller shall at all times comply with all federal, state, and local laws, regulations, and/or ordinances applicable to it and, in particular, but without limitation, shall not, at any time, (i) discourage or dissuade any person from applying for a Mortgage Loan (ii) offer or negotiate different interest rates or terms, or (iii) treat any applicant or potential applicant differently, on the basis of that person's race, sex, religion, national origin, age, color, disability, or marital status; or the fact that the person derives all or part of his/her income from any public assistance program; or the fact that the person has in good faith exercised any right under the Federal Consumer Credit Protection Act or any state anti-discrimination law; or based upon any other characteristic of the person which is defined to be a prohibited basis for credit discrimination under any state or federal law or regulation.

## **5. SELLER'S REPRESENTATIONS, WARRANTIES, COVENANTS REGARDING MORTGAGE LOANS:**

With respect to every Mortgage Loan offered by Seller to Buyer hereunder, Seller represents, warrants, and covenants as follows:

a) The security agreement, deed of trust or other document securing the Mortgage Loan (the "Mortgage") has been executed, on the date stated in the Mortgage (the "Closing Date") by any and all person(s) necessary to create and convey a valid and legally enforceable first lien obligation in favor of the Seller with respect to the Mortgage Note that is superior to all other liens or other claims, and the note evidencing the Mortgage Loan (the "Mortgage Note") is payable to Seller as payee and has been duly executed by the person or person(s) (the "Mortgagor", whether one or more) to whom, or for whose benefit, Seller has disbursed the entire proceeds of the Mortgage Note and who is/are the true and actual person(s) who submitted an application to Seller and who have been approved by Seller and/or Buyer to receive the Mortgage Loan represented by the Mortgage Note and Mortgage; and

b) The sale of the Mortgage Loan is in Seller's ordinary course of business and will not result in (i)

the breach of any term or provision of Seller's charter or bylaws, (ii) the breach of any term or provision of, or conflict with or constitute a default of or result in the acceleration of any obligation under any agreement, indenture, loan or credit agreement, or other instrument to which Seller or any of its property is subject, or (iii) the violation of any law, rule, regulation, order, judgment, or decree to which Seller or any of its property is subject; and

c) The entire proceeds of the Mortgage Loan was used by the Mortgagor to finance or refinance the purchase or initial construction of the one to four family residential dwelling permanently affixed to that real property described in the Mortgage (the "Mortgaged Property"), and the Mortgaged Property is or will be used by the Mortgagor as his/her/their principal or secondary residence or for such other purpose as is permitted by investor guidelines or under the Correspondent Lending Manual; and

d) The Mortgage contains enforceable provisions that give the Mortgage holder rights and remedies to realize against the Mortgaged Property as expeditiously as applicable law allows, including, without limitation, the power of sale; and

e) Seller has good and merchantable title to the Mortgage Loan as of the Closing Date and the assignment of the Mortgage Loan from Seller to Buyer is valid, sufficient, enforceable and conveys good title to such Mortgage Loan to Buyer, free and clear of any liens, claims, or encumbrances upon such Mortgage Loan; and Seller has not affected any assignment, sale or hypothecation of the Mortgage Loan, except in favor of Buyer; and

f) Seller will execute and deliver to Buyer all instruments necessary to convey to Buyer all rights, titles and interests in and to each Loan and all documents evidencing insuring, guaranteeing or securing each Loan; and

g) All taxes and governmental assessments that became due and owing prior to the Closing Date in respect to the Mortgaged Property have been paid; and

h) An escrow of funds in an amount sufficient, in accordance with industry standards or any applicable HUD regulations, has been established; and

i) The unpaid principal balance of the Mortgage Loan is as stated; no part of the Mortgaged Property has been released from the lien securing each Loan; the terms of the Loan have in no way been changed or modified; and the Loan is current and not in default and no condition or circumstance exists that, with the passage of time, would constitute a default; and

j) Seller is the sole owner of each Mortgage Loan to be sold under this Agreement and has the requisite power and authority to sell, transfer, and assign such Mortgage Loan on the terms herein set forth, free and clear of all liens, claims and encumbrances upon such Mortgage Loan; and

k) Each Mortgage Loan is eligible for sale to the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, or non-conforming (Jumbo) Investor whose Mortgage Loan eligibility specifications are outlined in the Correspondent Lending Manual; and

l) The Mortgage Loan was properly closed in accordance with the requirements of the Correspondent Lending Manual, and all applicable agencies rules and regulations. The Mortgage Loan complies with all applicable federal and state laws, rules, and regulations, as from time to time amended; and

m) The Mortgagor has duly executed and delivered appropriate evidence indicating that the Mortgagor has received any and all disclosure materials as required by applicable law and regulations; and

n) The full original principal amount of each Mortgage Loan has been advanced to the Mortgagor, either by direct payment, or by payment made on the Mortgagor's request or approval; and all costs, fees, and expenses incurred in making, closing, and recording the Mortgage Loan, have been paid; and

o) There is in force a paid-up Mortgagee Policy of Title Insurance on the Mortgage Loan in an amount not less than the outstanding principal balance of the Loan, affirming that the Mortgagor has fee simple, indefeasible title to the Mortgaged Property and insuring the validity and priority of Seller's first lien securing the Mortgage Loan, and such Mortgagee Policy of Title Insurance does not contain any exceptions to or defects in title not otherwise disclosed to and approved in advance by Buyer in writing; and

p) There is a valid paid-up hazard insurance policy in force, at the time of the purchase of the Mortgage Loan by Buyer issued or written by an insurance company that meets Agency rating eligibility requirements, in an amount equal to at least the full replacement value of the improvements on the property secured by the Mortgage. The policy shall be of a type at least as protective as fire and extended coverage and shall contain a mortgagee clause and loss payable clause to the Buyer in the form of the standard New York mortgage clause, and shall contain suitable provisions for payment on all present and future mortgages on such premises in order of precedence. For properties in a special flood hazard area, there is in force a paid-up flood insurance policy. For properties located in a condominium or PUD project, Seller will provide a certificate of insurance naming Buyer as the insured plus a certified true copy of the Master Hazard and Liability Policy; and

q) All documents submitted or delivered are genuine, and all other representations as to each Mortgage Loan sold are true and correct and meet the requirements and specifications of all parts of this Agreement and the Correspondent Lending Manual; and

r) The Mortgage, Mortgage Note, and all other Mortgage Loan documents executed by the Mortgagor create a legal, valid, and binding obligations of the Mortgagor, enforceable in accordance with their terms, there exists as of the Closing Date no right of offset, defense, right of rescission, homestead right, or counterclaim with respect to the Mortgage Note or any of the other documents, and there is no pending or threatened litigation that might affect the validity or enforceability of the Mortgage Note or the Mortgage; and

s) The Mortgaged Property is either free of damage and in good repair or the proceeds of the Mortgage Loan will be used to purchase and rehabilitate the Mortgaged Property, there is no proceeding pending or threatened for a partial or total condemnation or partition of the

Mortgaged Property, and either there are no mechanic's or similar liens or claims that have been filed for work, labor or material (and no rights are outstanding that under applicable law could give rise to such a lien or claim) affecting the Mortgaged Property or such liens and claims have been insured against under the final Mortgagee Policy of Title Insurance; and

t) As of the Closing Date, to the best of Seller's knowledge, after reasonable inspection, the mortgaged property was not affected by any condition arising from the presence of any dangerous, toxic or hazardous pollutants, chemicals, wastes, or substances; and

u) All improvements on the Mortgaged Property, including new construction, have been or will be completed in full compliance with any applicable laws, regulations, or building codes and standards, and that the improvements comply with the laws, regulations, or building codes and standards in effect; and

v) With respect to each appraisal delivered to Buyer in connection with a prospective Mortgage Loan, the appraisal has been prepared by an authorized Appraiser, Seller has reviewed the appraisal and found the appraisal acceptable in accordance with the standards set forth in the Correspondent Lending Manual, and Seller shall, upon Buyer's request, provide Buyer with any information Seller has in its possession regarding the appraiser or appraisal; and

w) In addition to those representations, warranties, and covenants specifically set forth above, Seller makes all representations, warranties, and covenants expressed by Seller to Buyer orally or in writing with respect to any particular Mortgage Loan, and expressly makes any and all additional representations, warranties, or covenants that are normally or customarily made in connection with a mortgage loan of the same type and terms as the Mortgage Loan.

**6. CORRESPONDENT LENDING MANUAL:** In addition to all of the obligations, agreements, representations and warranties specifically set forth herein, Seller hereby agrees to perform all obligations and agreements, make all representations and warranties, and comply with all the provisions of the Correspondent Lending Manual (including any policies and procedures contained in program announcements, memoranda, or other similar communication, or otherwise maintained on Buyer's designated website) delivered to Seller, as may be modified or amended from time to time. Modifications and additions to the Correspondent Lending Manual shall become effective upon the date revised by Seller. All provisions of the Correspondent Lending Manual are hereby incorporated into this Agreement by reference.

**7. REPURCHASE OF LOANS:** Seller hereby agrees to repurchase any Mortgage Loan sold to Buyer at any time during the life of such Mortgage Loan, upon the occurrence of any of the following events:

a) Any false statement, misstatement, or act of omission of material fact contained in the Mortgage Loan documentation resulting from Seller's negligence or failure to exercise due diligence as disclosed by actual inspection by Buyer or its representative, or otherwise disclosed; or

b) Seller fails to obtain FHA insurance, VA or RHS guaranty, private mortgage insurance, or if such insurance or guaranty lapses or for any reason becomes unavailable, as a result of any



negligent act or omission by Seller, or the failure by Seller to obtain such insurance or guaranty within ninety (90) days from the date of purchase; or

c) Buyer is required to repurchase any Loan sold by it to GNMA, FNMA, FHLMC, or any other investor, by reason of a deficiency in or omission with respect to the Mortgage Loan documents, instruments, and agreements, pertaining to any Mortgage Loan; or

d) Any representation or warranty made by Seller under this Agreement or the Correspondent Lending Manual with respect to any Mortgage Loan shall, in the reasonable opinion of Buyer, be, in whole or in part and with or without knowledge of Seller, false at the time when made by Seller or become false upon the occurrence of subsequent events; or

e) Any material fraud, misrepresentation, or act of omission with respect to the information submitted on a particular Mortgage Loan is determined to exist by Buyer or another investor. This includes, but is not limited to, Mortgagor or other third-party fraud or misrepresentation, and any misrepresentation of Mortgagor's income, funds on deposit, or employment, or of the occupancy status of the Mortgaged Property; or

f) Seller's breach of any covenant or obligation to Buyer with respect to the Mortgage Loan under this Agreement or the Correspondent Lending Manual, specifically including, without limitation, Seller's obligations under Section 3,4, or 5 hereof.

The repurchase price for any Mortgage Loan that Seller is required to repurchase from Buyer shall be an amount equal to its then unpaid principal balance of the Mortgage Loan on the date of repurchase, plus accrued interest, any servicing release premium paid, and direct expenses (including attorney's fees) incurred by Buyer for any actions taken by it concerning, as a result of, or in connection with, any of the events or circumstances set forth herein as cause for repurchase. Buyer's exercise of its right to have Seller repurchase any Mortgage Loan hereunder shall be in addition to, and not in lieu of, any other rights or remedies which Buyer may have against Seller hereunder or under applicable law.

**8. INDEMNIFICATION:** Seller shall protect, indemnify, and hold Buyer harmless from and in respect to, any and all losses, liabilities, reasonable costs, and expenses (including attorneys' fees) that may be incurred by Buyer with respect to, or proximately resulting from any breach of, any representation, warranty, or covenant of Seller hereunder. Buyer 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 Buyer harmless from any claim, loss or other damage to Buyer 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, Buyer commits an act or omission for which it becomes liable to the Mortgage(s) or any third party and/or a claim or cause of action is instituted against Buyer, Seller shall and hereby agrees to indemnify and

hold Buyer harmless from any such loss or damage, including reasonable attorneys fees, resulting therefrom.

**9. MARI and MIDEX Release:** Seller understands that Buyer performs quality control reviews of the Mortgage Loans that Seller submits to Buyer for purchase. Seller hereby consents to the release of information about any loan application that is believed to contain misrepresentations and/or irregularities. Seller 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 Seller or its employees are implicated in the misrepresentations and/or irregularities. Seller hereby releases and agrees to hold harmless Buyer, Mortgage Asset Research Institute, Inc. ("MARI"), all Mortgage Industry Data Exchange ("MIDEX") subscribers, and any trade associations that endorse the MIDEX system from any and all liability for damages, losses, costs, and expenses that may arise from the reporting or use of any information submitted by Buyer or any other MIDEX subscriber to MARI, recorded in the MIDEX system, and used in any way by Buyer or any other MIDEX subscriber. Refer to related Appendix entitled "Authorization/Release for Businesses and Professionals".

**10. REFUND OF SERVICE RELEASE PREMIUMS:**

- a) If any Mortgage Loan is prepaid within six (6) months following the date of purchase by Buyer, Seller shall refund to Buyer all service release premiums received from Buyer with respect to that Mortgage Loan.
- b) Seller agrees that for a period of one year following the origination of any Loan, neither Seller, 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.
- c) If any Mortgage Loan, underwritten by Seller, becomes delinquent on any of the first three (3) scheduled monthly payments due Buyer, and is not brought current by the borrower within 90 days of such delinquency, Seller shall refund to Buyer all service release premiums received from Buyer with respect to that Mortgage Loan plus an indemnification fee of \$1,000 on conventional loans and \$2,000 on government loans.

**11. NOTICES:** Any notice provided for herein shall be sufficient if sent by first class United States mail, postage prepaid, addressed as follows:

If to Buyer: First Colony Mortgage Corporation dba GHMC or GHMC TPO  
508 W 800 N  
Orem, UT 84057

If to Seller: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Attn: \_\_\_\_\_

Either party may change its address for purposes hereof by giving notice to the other party.

**12. FINANCIAL STATEMENTS AND RIGHT TO AUDIT:** Seller agrees to provide annual financial statements (including balance sheet, statements of income and expenses, cash flow statements, Report of Compliance with Specific Requirements Applicable to HUD Program Transactions, Report on the Internal Control Structure and Computation of Compliance with FHA Net Worth Requirements), to Buyer 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 will also submit a copy of a current Fidelity Bond and E & O Insurance Policy.

**13. INSURANCE:** Seller shall maintain in full force Errors and Omissions Insurance and a Fidelity Bond, Mortgage Banker Bond, or Mortgage Originator Policy in such amounts as required by HUD or as Buyer may reasonably require to indemnify it from any loss or damage incurred in connection with this Agreement. Buyer must be named as a “loss payee” and must have the right to file a claim directly with the insurer if Seller fails to file a claim for a covered loss that Buyer incurs. The insurer must agree to notify Buyer 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.

**14. RELATIONSHIP OF THE PARTIES:** Buyer and Seller hereby agree that neither this Agreement nor any purchase of Mortgage Loans pursuant hereto shall constitute any agency relationship, legal representation, joint venture, partnership, or employment. Buyer 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.

**15. EVENTS OF DEFAULT:** Each of the following shall constitute an Event of Default on the part of Seller under this Agreement: (i) any breach by Seller of any of Seller’s representations, warranties, or covenants set forth in this Agreement or the Correspondent Lending Manual; (ii) the failure of Seller to perform any of its obligations under this Agreement or the Correspondent Lending Manual; (iii) the occurrence of any act of insolvency or bankruptcy concerning Seller; (iv) Seller’s failure to meet any capital, leverage, or other financial standard imposed by any applicable regulatory authority, warehouse lender, or in Buyer’s sole opinion, any material adverse change occurs in the financial condition of Seller; (v) any federal or state regulatory authority or licensing agency shall cancel, rescind, or fail to renew Seller’s license or institute any action against Seller for fraud or criminal conduct.

**16. RIGHT OF OFFSET:** Buyer shall have the right to deduct any penalties, fees, taxes, or other charges or obligations of any kind owed by Seller to Buyer from the amount to be paid for any Mortgage Loan purchased by Buyer hereunder.

**17. ENTIRE AGREEMENT:** This Agreement and the Correspondent Lending Manual contain 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 Agreements between the parties.

**18. SURVIVAL OF PROVISIONS; SEVERABILITY:** All 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.

**19. ASSIGNMENT:** This Agreement may not be assigned or transferred by Seller without the prior written consent of Buyer.

**20. AMENDMENT/TERMINATION:** Buyer shall have the right to amend this Agreement with written notice to the Seller. At Buyer's request, Seller shall acknowledge changes to the Agreement in writing, but Seller's failure to provide written acknowledgment of any amendment shall not impair the enforceability of such amendment. This Agreement may also 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 as described in Paragraph 15(i), 15(ii), 15(iv) or 15(v) hereof, Buyer may either terminate this Agreement upon notice to Seller or, without affecting any other rights or remedies available to Buyer under this Agreement or at law or in equity, immediately suspend all registrations and lock-ins and may refuse to fund any or all Mortgage Loans, pending the cure, to Buyer's satisfaction, of such Event of Default. Upon the occurrence of an Event of Default under Paragraph 15(iii), this Agreement shall terminate automatically. Termination of this Agreement shall not in any respect change, alter, or modify the obligations of Buyer and Seller with respect to Mortgage Loans that have been purchased by Buyer from Seller prior to the date of such termination.

**21. GOVERNING LAW; INTERPRETATION:** It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah 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 Buyer merely because Buyer has drafted this Agreement.

**22. CONFIDENTIALITY:** During the term of this Agreement, Buyer 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 (as defined in 12 CFR 40.3) about 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.

**23. 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.

**24. HIRING POLICY CERTIFICATION:** All Sellers 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 (LDP List) and the Federal Housing Finance Agency (FHFA) Suspended Counterparty Program (SCP) list. Seller certifies that they fully comply with this requirement.

**25. ACCEPTANCE:** This Agreement shall become binding upon acceptance and execution by Buyer.

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

**Signed for Seller:**

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

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

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

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

**Signed for: First Colony Mortgage Corporation  
dba GHMC or GHMC TPO**

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

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

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

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



## FAIR LENDING POLICY

It is First Colony Mortgage Corporation dba GHMC or GHMC TPO (herein after referred to as "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, GHMC 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 Seller:

**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 **First Colony Mortgage Corporation dba GHMC or GHMC TPO** ("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:** \_\_\_\_\_



APPRAISAL MANAGEMENT ADDENDUM CORRESPONDENT
--

WHEREAS, First Colony Mortgage Corporation dba GHMC or GHMC TPO (herein after referred to as "GHMC") and \_\_\_\_\_ ("CORRESPONDENT") are parties to a Correspondent Mortgage Purchase Agreement ("Agreement") in order to enable CORRESPONDENT with the capacity to fund a Mortgage Loan using a warehouse line of credit, to maintain control of closing and funding without the associated cost of staffing and other overhead;

WHEREAS, GHMC and CORRESPONDENT have also agreed on an arrangement to enable CORRESPONDENT to establish its own appraisal management process and procedures for loans sold to GHMC as provided by the CORRESPONDENT Agreement, subject to the following terms, conditions, and requirements;

NOW THEREFORE, CORRESPONDENT hereby warrants that CORRESPONDENT's appraisal management process and procedures, and that the appraisals obtained and loans delivered pursuant thereto, are in all respects compliant with all appraiser independence regulations and guidelines, including those promulgated under Regulation Z [12 CFR §226.42], Uniform Standards of Professional Appraisal Practice (USPAP), and those established by VA, FHA, Fannie Mae, Freddie Mac, GHMC, and other private investors, as applicable and as amended from time to time. In particular, without limitation of the foregoing, CORRESPONDENT agrees, represents, and warrants that:

1. **Certification and Licensing:** Any appraiser of a Mortgaged Property will be certified by the state in which the Mortgaged Property is located and such licensing or certification complies with Applicable Requirements. No appraiser of a Mortgaged Property will be included on any Agency's exclusionary list.
2. **No Coercion or Improper Influence:** No employee, director, officer, or agent of CORRESPONDENT or any other third party acting as joint venture partner, independent contractor, appraisal company, appraisal management company, or partner on behalf of CORRESPONDENT, shall influence or attempt to influence the development, reporting, result, or review of an appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery, or in any other manner including but not limited to:
  - (a) withholding or threatening to withhold timely payment or partial payment for an appraisal report;
  - (b) withholding or threatening to withhold future business for an appraiser, or demoting or



terminating or threatening to demote or terminate an appraiser;

- (c) expressly or impliedly promising future business, promotions, or increased compensation for an appraiser;
- (d) conditioning the ordering of an appraisal report or the payment of an appraisal fee or salary or bonus on (i) the opinion, conclusion, or valuation to be reached, (ii) preliminary value estimate requested from an appraiser, or (iii) the closing of a loan for which an appraisal has been ordered;
- (e) requesting that an appraiser provide an estimated, predetermined, or desired valuation in an appraisal report prior to the completion of the appraisal report, or requesting that an appraiser provide estimated values or comparable sales at any time prior to the appraiser's completion of an appraisal report;
- (f) providing to an appraiser an anticipated, estimated, encouraged, or desired value for a subject property or a proposed or target amount to be loaned to the borrower, except that a copy of the sales contract for purchase transactions may be provided;
- (g) providing to an appraiser, appraisal company, appraisal management company, or any entity or person related to the appraiser, appraisal company, or appraisal management company, stock or other financial or non-financial benefits;
- (h) allowing the removal of an appraiser from a list of qualified appraisers, or the addition of an appraiser to an exclusionary list of disapproved appraisers, used by any entity, without prompt written notice to such appraiser, which notice shall include written evidence of the appraiser's illegal conduct, a violation of USPAP or state licensing or certification standards, substandard performance, improper or unprofessional behavior, or other substantive reason for removal (except that this prohibition will not preclude the management of appraiser lists for bona fide administrative reasons based on written, management-approved policies); and/or
- (i) ordering, obtaining, using, or paying for a second or subsequent appraisal or automated valuation model (AVM) in connection with a Mortgage Loan unless: (i) there is a reasonable basis to believe that the initial appraisal was flawed or tainted and such basis is clearly and appropriately noted in the loan file, or (ii) unless such appraisal or automated valuation model is done pursuant to written, pre-established bona fide pre- or post-funding appraisal review or quality control process or underwriting guidelines,

and so long as CORRESPONDENT adheres to a policy of selecting the most reliable appraisal, rather than the appraisal that states the highest value.

3. **Independence from Production:** Any employee of CORRESPONDENT tasked with selecting appraisers for an approved panel or substantive appraisal review must be appropriately trained and qualified in the area of real estate appraisals, and wholly independent of the loan production staff and process. All of CORRESPONDENT's loan production staff, as well as any person who is compensated on a commission basis upon the successful completion of a loan or who ultimately reports to any officer of CORRESPONDENT not independent of the loan production staff and process, will be forbidden from:
  - (a) selecting, retaining, recommending, or influencing the selection of any appraiser for a particular appraisal assignment or for inclusion on a list or panel of appraisers approved to perform appraisals for CORRESPONDENT; and
  - (b) having any substantive direct communications with an appraiser relating to or having an impact on valuation of a Mortgaged Property, including ordering or managing an appraisal assignment.
4. **Delivery of Appraisal to Borrower:** At the time of application, CORRESPONDENT shall notify the Borrower in writing of the right to receive a copy of any appraisal report(s) on the Mortgaged Property. No less than three (3) days prior to closing, CORRESPONDENT shall either (a) obtain from Borrower a written waiver of the right to delivery of a copy of the appraisal report(s) at such time, or (b) provide a copy of any and all appraisal reports concerning the subject Mortgaged Property at no additional cost to the borrower. Notwithstanding a waiver signed by Borrower, CORRESPONDENT shall deliver a copy of the appraisal reports by no later than the closing date.
5. **Policies and Procedures:** Any appraisal company or any appraisal management company providing the appraisal to CORRESPONDENT must have written policies and procedures ensuring appraiser independence, including, but not limited to, adequate training, and disciplinary rules on appraiser independence, and mechanisms in place to report and discipline anyone who violates these policies and procedures.
6. **Audit:** GHMC reserves the right to periodically audit CORRESPONDENT's appraisal management process and to obtain copies of CORRESPONDENT's written policies and procedures.
7. **Default:** Failure to comply with any covenants, representations, or warranties hereunder shall be considered an Event of Default under the Agreement, whereupon GHMC may



APPRAISAL MANAGEMENT ADDENDUM CORRESPONDENT
--

exercise its rights and remedies thereunder.

8. **Incorporation by Reference:** This Appraisal Management Addendum is incorporated by reference into the Agreement. To the extent of any conflict with either the Agreement, this Appraisal Management Addendum shall control.
9. **Right of Final Approval:** Nothing herein shall be construed to bind GHMC to acceptance or approval of any appraisal tendered by or through CORRESPONDENT in connection with a particular loan.
10. **Termination:** Upon notice to CORRESPONDENT, GHMC may terminate, revoke, or modify, with or without cause, the delegation hereunder of management authority over the appraisal process and procedures for any particular Mortgage Loan or in general.

Agreed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as evidenced by the signatures of the parties below.

**CORRESPONDENT**

By (Sign): \_\_\_\_\_

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

Title: \_\_\_\_\_

**FIRST COLONY MORTGAGE CORPORATION dba  
GHMC OR GHMC TPO**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

# Special Limited Irrevocable Power of Attorney

STATE OF UTAH

COUNTY OF UTAH

KNOW ALL PERSONS BY THIS DOCUMENT:

That \_\_\_\_\_ (the "Principal"), a(n) \_\_\_\_\_ (corporation, LLC, etc.) with its principal offices at \_\_\_\_\_, \_\_\_\_\_ County, State of \_\_\_\_\_, does with this document nominate, appoint, and constitute First Colony Mortgage Corporation dba GHMC or GHMC TPO of 508 W 800 N, Orem, UT 84057 (the "Agent"), its true and lawful attorney, and in its name, place and stead:

To execute, endorse, assign, and deliver to third parties (1) promissory notes (the "Promissory Notes") made payable to the order of principal, evidencing loans secured by real property Correspondent Agreement dated \_\_\_\_\_, which Promissory Notes are now or may hereafter be in the possession of Agent, as contemplated by that certain Broker or that is currently in effect between Principal and Agent; (2) any beneficial or mortgagee's interest, or assignment thereof, and any and all other rights and interests, under all mortgages, deeds of trusts, security agreements, and other instruments evidencing, making or granting security for the Promissory Notes ("Mortgage Rights"); (3) all other documents evidencing, memorializing, or otherwise relating to payee's, obligee's, or mortgagee's interest in loans evidenced by the Promissory Notes ("Documents").

Principal gives and grants to Agent full power and authority to do and perform every act necessary and proper to be done in the exercise of any of the foregoing powers as fully as Principal might or could do itself.

Principal and Agent hereby acknowledge and agree that Agent has an interest in the subject matter of the powers granted herein, in that the loans evidenced by the Promissory Notes (and the related Mortgage Rights and Documents) were, as contemplated by the Originator Agreement, originated and closed in the name of Principal, with Principal being denominated the original payee in the Promissory Notes and the original beneficiary or mortgagee in the deeds of trust or mortgages securing payment of the Promissory Notes, and immediately upon and concurrently with the closing of the loans, Principal and Agent do hereby agree that Agent is hereby vested irrevocably with the powers granted herein and that, with respect to such loans, Principal does hereby forever renounce all right to (1) Revoke this Special Limited Irrevocable Power of Attorney or any of the powers conferred upon Agent hereby or to appoint any other person to execute the said powers and (2) do any of the acts that Agent is authorized to perform by this Special Limited Irrevocable Power of Attorney.

If, prior to the exercise of the powers hereby conferred upon agent, Principal shall have become bankrupt, dissolved, liquidated, disabled, incapacitated, or have died, and Agent shall thereafter exercised such power, Principal hereby declares any such acts performed by Agent pursuant to this Special Limited Irrevocable Power of Attorney binding and effective in the same manner that they would have been had such bankruptcy, dissolution, liquidation, disability, incapacity, or death of Principal not have occurred.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

"Principal"

"Agent"

FIRST COLONY MORTGAGE CORPORATION  
DBA GHMC OR GHMC TPO

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, on this day appeared \_\_\_\_\_, \_\_\_\_\_ (title) of \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same on behalf of the corporation for the purposes and consideration therein given.

SWORN before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

[Notary Seal, if any]:

\_\_\_\_\_  
(Signature of Notary)

NOTARY PUBLIC, STATE OF \_\_\_\_\_

My Commission Expires On \_\_\_\_\_

STATE OF UTAH

COUNTY OF UTAH

BEFORE ME, the undersigned, on this day appeared \_\_\_\_\_, \_\_\_\_\_ (title) of FIRST COLONY MORTGAGE CORPORATION DBA GHMC OR GHMC TPO, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same on behalf of the corporation for the purposes and consideration therein given.

SWORN before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

[Notary Seal, if any]

NOTARY PUBLIC FOR THE STATE OF UTAH

My Commission Expires On \_\_\_\_\_

## 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)

\_\_\_\_\_, 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 sell mortgage loans to First Colony Mortgage Corporation dba GHMC or GHMC TPO, 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 First Colony Mortgage Corporation dba GHMC or GHMC TPO 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 named 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

**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:**

**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:**

**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:**

**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:**

[illegible]



## 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 First Colony Mortgage Corporation dba GHMC or GHMC TPO, 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, 2023*):

<b>Loan Amount</b>	<b>Points and Fees Limit</b>
Equal to or greater than \$124,331	3% of the total loan amount
Equal to or greater than \$74,599 but less than \$124,331	\$3,730
Equal to or greater than \$24,866 but less than \$74,599	5% of the total loan amount
Equal to or greater than \$15,541 but less than \$24,866	\$1,243
Less than \$15,541	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 First Colony Mortgage Corporation dba GHMC or GHMC TPO.

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

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

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

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

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

**Signed for First Colony Mortgage Corporation  
dba GHMC or GHMC TPO:**

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

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

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

**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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 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.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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.

Social security number											
				-				-			
or											
Employer identification number											
					-						

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

Sign Here	Signature of U.S. person ►	Date ►

## 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.*