



Click n' Close™, Inc.
Mortgage

Lending Partner Application Depository Institutions

Welcome

Click n' Close, Inc. welcomes the opportunity to develop a successful relationship with your company. Enclosed you will find the documentation required for approval as one of our Lending Partners. For each item that applies to your business, please provide the documentation or information requested. A complete application and supporting documentation will assure a faster turnaround time. If you have any questions, please contact your Account Executive, or the office 855-528-4572.

Email the completed Application Package with all supporting documents to:
Donna.Morisette@Clicknclose.com (Chi) lakita.victory@clicknclose.com (KC/PHX) -please copy your AE

Application Checklist

(Check off the items below as you are completing the application package)

	Lending Partner Application completed and signed
	Executed Master Wholesale/Correspondent Agreement & Applicable Addendums
	Wholesale Addendum with Lender Paid Compensation plan
	Modified Correspondent Loan Addendum
	Website Agreement
	Articles of Incorporation, Charter
	E & O Insurance, Fidelity Bond showing current coverage as applicable
	Corporate Resolution for Authorized Signer Certificate with Exhibit A
	Resumes and SSN's for all Principal Officers
	Mortgage Originators and staff NMLS numbers, email addresses, and contact information
	Agency and industry approval letters
	Executed W-9 with tax ID number
	Copy of Quality Control Plan

Emailing a scanned Application Package is the fastest way to approve new clients. If you prefer to mail the application, please send it to:

Click n' Close, Inc.
550 Warrenville Road, #150, Lisle, IL 60532
Phone 855-528-4572



Click n' Close™, Inc.
Mortgage

Lending Partner Application Depository Institutions

Company Information						Account Executive	
Institution Name							
Parent or Holding Company (If applicable)							
Address				City		State	Zip
Main Phone				Fax			
Website Address				Tax ID #		NMLS #	
Type of Depository	Bank	S&L	Credit Union	Name of Regulator			
Date Established	Number of Branches	Publicly Traded	Yes	No	States of Operation		
Primary Contact				Title			
Email Address				Office Phone		Mobile Phone	

Rate Sheet Distribution (Main Email for Rate Sheets, use LO Roster for additional addresses)		
First Name	Last Name	Email Address
First Name	Last Name	Email Address

Approval Options Requested (One or all three options can be checked)			
1. Wholesale - Click n' Close prepares closing packages in Click n' Close's name and Click n' Close funds			
2. Modified Correspondent - Click n' Close provides closing packages in Partner's name and Partner funds			
3. Correspondent - Click n' Close purchases loans after closing			
Please indicate which relationships / sponsorships you will you be requesting: FNMA DO VA FHA			
HUD / FHA:	Agency	Principal	Sponsored Originator
Click n' Close supports the following funding and Sponsorship options. Please check which applies to your company. Please note that Applicants who have checked 2 or 3 above must sign the appropriate Addendums.			

Agency & Industry Approvals (Current & Past - Attach Approval Letter if applicable)			
FNMA ID#		VA ID#	
FHLMC ID#		VA Automatic ID#	
GNMA ID#		NMLS#	
FHA ID#		Mers ID#	
Companies with whom you are currently a FHA Sponsored Originator			

Ownership - Please List Any/All Principal Officers

Last Name	First Name	Title	Percent Ownership
Last Name	First Name	Title	Percent Ownership
Last Name	First Name	Title	Percent Ownership

Key Personnel Contacts

Management		Phone	Fax
Loan Registration		Phone	Fax
Processing		Phone	Fax
Underwriting		Phone	Fax
Closing / Delivery		Phone	Fax

Closed Loan Volume History (round to nearest million dollars)

	Current Year		Last Year		Previous Year	
	Dollars	Units	Dollars	Units	Dollars	Units
Conventional						
FHA						
VA						
Jumbo						
RD / HFA						
Total						
Percent Purchase	Percent Refinance		Average Loan Size			

Affiliated Companies

Company Name	Phone
Type of Business	Percent Ownership
Company Name	Phone
Type of Business	Percent Ownership

References

Lender Name	Name of Contact	Phone

Other Information

Were you referred to Click n' Close? If so, by whom:

What is your current Loan Origination Software System:

Please describe your Company's Government Lending experience: Low Moderate High Very High

Do you use Price Comparison Services: Loan Sifter NYLX Point Pricer EPPS Marksman Other

Indicate your current Automated Underwriting solution: DO on the Web LP.com Direct FNMA/FHLMC Lender

Questions - Disclosure & Due Diligence (Check Yes or No)

If answer is yes - please provide full details	No	Yes
Has this company, any branch office, or any employee ever been suspended by the FHA or VA, or ever been on the limited denial participation list published by HUD?		
Has any Principal, Director, or Officer of this company been affiliated with any company/business that was suspended by FHA, VA, FNMA or FHLMC?		
Has any Lender/Investor ever terminated a relationship with your company?		
Are any other companies owned by the Principal's of your company?		
Has your company, and/or principals or officers, been named as a defendant in a lawsuit for alleged fraud or misrepresentation in connection with any real estate related activity?		
Has any lender enforced, or attempted to enforce, the Hold Harmless or Repurchase clause of their correspondent or wholesale agreement with your company and/or any principals or corporate officers?		
Has your company ever been involved or is currently involved in any litigation?		

Applicants Declaration

The undersigned declares that the statements set forth herein and in any accompanying documents are true and factual to the declarant's best knowledge. The undersigned hereby authorizes Click n' Close, Inc. to obtain verification of the information disclosed from any named source and authorizes Click n' Close, Inc. to obtain any necessary additional information about the company and/or its principals from any investor, agency, PMI company, or other source. The undersigned hereby authorizes Click n' Close, Inc. to fax or e-mail rate sheets, advertising or promotional and other Click n' Close, Inc. program information to the fax number or address provided on this application. Signed written consent is required by applicant for any fax number changes. Written consent for fax number changes can be forwarded by fax or mailed to your Click n' Close, Inc. Operations Center.

Print Institution Name

Date

Print Name of Corporate Officer

Print Title

Signature

Return completed application to:

Click n' Close, Inc.,
550 Warrenville Road, Suite #150
Lisle, IL. 60532



Originator & Personnel List

[illegible]

CLICK N' CLOSE, INC.

MASTER WHOLESALE/CORRESPONDENT AGREEMENT

THIS WHOLESALE/CORRESPONDENT AGREEMENT ("Agreement") is entered into as of this ____ day of _____, 20____, by and between **Click n' Close, Inc. ("Click n' Close")**, an Ohio corporation whose principal office is located at 15301 Spectrum Drive, Suite 405, Addison, Texas 75001, its successors and/or assigns, and _____ (hereinafter "**Customer**"), a _____ whose principal office is located at _____, _____, _____. Customer is a ____ Mortgage Broker/Banker or ____ State/Federal Financial Institution.

RECITALS:

WHEREAS, Customer originates Mortgage Loans and/or assists Borrowers in completing and processing Mortgage Loan applications and other Original Credit Documents; and

WHEREAS, Click n' Close, from time to time as part of its regular business activities originates Mortgage Loans and, on a servicing released basis, purchases Mortgage Loans, which meet certain criteria and which are underwritten pursuant to Click n' Close's underwriting guidelines in effect at the time; and

WHEREAS, Customer may originate and/or process applications for Mortgage Loans for submission to Click n' Close under this Agreement, which may be funded by Click n' Close pursuant to the terms of this Agreement and the Click n' Close Customer Guide incorporated herein by reference, as amended, supplemented, or otherwise modified, from time to time ("Guide"), and

NOW, THEREFORE, in consideration of the promises and mutual undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms shall have the following meanings:

Agency or Agencies means the FNMA ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), Government National Mortgage Association ("Ginnie Mae"), Federal Housing Administration ("FHA"), Veterans Administration ("VA"), Department of Housing and Urban Development ("HUD"), or any other federal or state agency which purchases mortgage loans.

Assignment of Mortgage means an assignment of the beneficial and legal interest in a Mortgage, or applicable equivalent sufficient under the laws of state in which the property is located to provide adequate notice in the appropriate public records of the sale, transfer, and conveyance of the Mortgage.

Borrower means the person or persons who submit an application to Customer, receive a Mortgage Loan, and are obligated to pay under the terms of the Note.

Broker Loan means Mortgage Loans for which Customer assists Borrower(s) in completing and processing Mortgage Loan applications, which Customer submits to Click n' Close for underwriting and which may be funded by Click n' Close in Click n' Close's name, under the terms of this Agreement.

Business Day means any day on which Click n' Close is open to the public for business, excluding all Federal Holidays.

Closing means the time when the Borrower signs a Note evidencing a Mortgage Loan and the Mortgage securing payment of said Note.

Closing Package means the group of documents and other information or materials as defined in the Guide, which must be delivered to Click n' Close under the terms set forth herein, including but not limited to, a completed application, a completed HUD-1 form, an original appraisal, the original mortgage, the original note, and evidence of compliance with all closing conditions.

Commitment means the electronic correspondence issued by Click n' Close which indicates Click n' Close agrees to purchase or close a specific Mortgage Loan if all conditions stated in the Commitment, this Agreement, the Guide, and Agency guidelines are met.

Customer means a mortgage broker, mortgage banker and or State/Federal financial institution that engages in the business of soliciting, processing, placing or negotiating mortgage loans to fund or table fund, transfer or assign.

Correspondent Loans means Mortgage Loans closed in Customer's name and submitted and offered for sale to Click n' Close under the terms of this Agreement.

Delegated means underwriting authority given to the Customer by Click n' Close.

Disbursement Date means the date that funds for a Closing, evidenced by an executed Note, are disbursed on behalf of the Borrower by the settlement agent.

FHA Short Refinance Program means the HUD sponsored program described in HUD's Mortgagee Letter 2010-23.

Guide or Customer's Guide means all policies, procedures, and requirements of Click n' Close made available to the Customer and applicable to the registration, underwriting, closing and funding of Mortgage Loans pursuant to this Agreement. Click n' Close may modify the Guide in part or in whole at any time. The Guide, and all revisions thereto, are expressly incorporated herein by this reference and made a part of this Agreement in all respects, and shall be binding upon the parties; provided, however,

that the customer shall be entitled to sell Mortgage Loans to Click n' Close only if, and for so long as, Customer shall have been authorized to do so by Click n' Close in writing. All terms used herein shall have the same meaning as such terms have in the Guide, unless the context clearly requires otherwise.

HOPE for Homeowners Program means the HUD sponsored program described in HUD's Mortgagee Letter 2009-43.

Laws means all federal, state, county, local and foreign laws, regulations, licensing requirements, ordinances, codes, rules, and orders that may be applicable to Customer's business and ability to perform its obligations hereunder, all as may be amended or supplemented from time to time.

MERS means, collectively, MERSCORP, Inc. and Mortgage Electronic Registration System, Inc., their successors and assigns.

MERS Designated Mortgage Loan means any Mortgage Loan as to which the related Mortgage or Assignment of Mortgage has been recorded in the name of MERS, as agent for the holder from time to time of the Note and which is identified as a MERS Designated Mortgage Loan in the related Mortgage Loan file.

MIN means the Mortgage Identification Number used to identify mortgage loans registered under the MERS system.

Modified Correspondent Loans means loans originated by the Customer, underwritten by Click n' Close, closing documents prepared by Mortgage Machine in the Customer's name, funded by the Customer and assigned to Click n' Close through MERS.

Mortgage means a valid and enforceable mortgage, deed of trust, or other security instrument pledging property as security for payment of the Note.

Mortgage Loan means a loan secured by a first or second lien on a one to four family dwelling which is the subject of this Agreement, evidenced by a Note and secured by a Mortgage, and including the Mortgage Loan Documents and all other instruments evidencing a Borrower's indebtedness.

Mortgage Loan Amount means the face amount of the Note for all Mortgage Loans delivered under this Agreement.

Mortgage Loan Documents means the Closing Package and any and all other documents creating, evidencing, or securing a Mortgage Loan, which are required to be maintained or prepared pursuant to this Agreement or the Guide.

Mortgage Loan Program means a type of Mortgage Loan, the terms and conditions of which are described in the Guide, and which can be offered to prospective Borrowers as an eligible Mortgage Loan under the terms of this Agreement.

Mortgage Machine means Click n' Close's proprietary mortgage loan underwriting and origination system.

Mortgaged Property means the property encumbered by the Mortgage.

Note means the valid, binding, and enforceable instrument, which evidences a Borrower's obligation to repay a Mortgage Loan secured by a Mortgage.

Original Credit Documents means all original application, appraisal, credit, and underwriting documents for all Mortgage Loans delivered under the terms of this Agreement.

Purchase Price means the price paid by Click n' Close for a Mortgage Loan, including all Servicing Rights, as described in the Commitment and in Section 2.2.

Repurchase Price means the price for repurchase pursuant to Article VI herein or any Addendum executed in connection with this Agreement and shall be calculated as follows: (a) the unpaid principal balance of the Mortgage Loan; (b) plus all accrued but unpaid interest due Click n' Close on the date of repurchase; (c) plus all expenses, including but not limited to reasonable attorney fees incurred by Click n' Close in enforcing Customer's obligation to repurchase such Mortgage Loan; (d) plus any premiums paid to Customer for purchase of Mortgage Loan.

Servicing Rights means those rights associated with a Mortgage Loan, to among other things, collect the monthly payments of principal and interest and escrow accounts.

Underwrite or Underwriting means the examination of a Borrower's application for the purposes of determining whether to purchase a Mortgage Loan from Customer or for Click n' Close to originate the Mortgage Loan.

ARTICLE II

Terms and Conditions

2.1 Eligible Loans.

(a) Click n' Close will purchase or fund , in its discretion under the terms and conditions of this Agreement, only those Mortgage Loans which fully comply with the standards established by Click n' Close in the Guide. Customer acknowledges that Click n' Close reserves the right to alter, add, or delete Mortgage Loan programs from time to time to amend the Guide, with or without notice to Customer, and Customer accepts responsibility for knowing the content and provisions of the Guide at any given time.

(b) Click n' Close is under no obligation to fund a specific number of loans under this Agreement.

(c) Customer agrees that Click n' Close is not obligated to purchase or fund any mortgage loans submitted by Customer and that Click n' Close's decision to purchase or fund a mortgage loan should not be construed as its agreement to purchase or fund future mortgage loans submitted by Customer.

(d) All loans shall be underwritten on an individual basis by Click n' Close. Decisions as to the acceptability of Mortgage Loans for purchase or funding by Click n' Close shall be solely at the discretion of Click n' Close. Click n' Close shall have no responsibility to purchase or fund any Mortgage Loan until all underwriting and closing conditions have been met.

(e) Any Commitment issued by Click n' Close is voidable by Click n' Close if Click n' Close believes that Customer breached any material term or condition of the Agreement as to any Mortgage Loan submitted or offered by Customer under the terms of this Agreement..

2.2 Lock-In.

(a) Click n' Close will, electronically, provide to Customer pricing, terms, rate, loan program, loan limit, loan-to-value ratio, points and fees for each Mortgage Loan. Click n' Close shall honor the terms of any Mortgage Loan that has been locked-in provided, however, that Customer complies with the terms of this Agreement. Customer shall submit all locks through Mortgage Machine to the extent the software supports the applicable mortgage loan program. Click n' Close reserves the right to change program terms and conditions for new loans to be locked-in from time to time in its sole discretion.

(b) Customer agrees to a best-efforts delivery of Mortgage Loans that are locked-in with Click n' Close. Customer will use its "best-efforts" to close the Mortgage Loan according to the terms of the lock-in. Customer also agrees, however, that delivery of Mortgage Loans closed by Customer that are lock-in with Click n' Close is mandatory. If Customer does not deliver a Mortgage Loan locked-in with Click n' Close that closes, then Click n' Close may require Customer to pay a pair-off fee in accordance with the Guide. If either (i) Customer has been advised the Mortgage Loan cannot be approved by Click n' Close, or (ii) the Borrower withdraws its Mortgage Loan application and does not close the loan with the Customer or Click n' Close and Customer provides satisfactory documentation of said withdrawal to Click n' Close, then a pair-off fee will not be charged.

(c) Should Click n' Close discover that Customer has delivered a Mortgage Loan(s) previously locked-in with Click n' Close to other institution(s), Click n' Close may, in its sole discretion, immediately declare an event of default under this Agreement and, notwithstanding any other remedies declared in this Agreement, declare all outstanding Commitments void, and Customer shall be liable to Click n' Close for any losses either direct, indirect, or consequential caused by acts of Customer including but not limited to Click n' Close's attorney fees.

(d) Customer agrees that it will maintain satisfactory lock and underwriting fallouts. Lock and underwriting ratios in excess of 25% may prompt Click n' Close to place Customer into a watch or probation status. If Customer fails to maintain acceptable fallout ratios in Click n' Close's sole determination Click n' Close may, in its sole discretion, terminate this agreement as provided herein.

(e) A marketing fee, to be determined in Click n' Close's discretion and which is acceptable to Customer, will be assessed pursuant to the terms of the Guide for any loan that is saleable but not in compliance with the Commitment or lock-in.

ARTICLE III

REPRESENTATIONS, WARRANTIES, AND COVENANTS OF CUSTOMER

3.1 Representations, Warranties and Covenants Regarding all Mortgage Loans.

Customer represents, warrants and covenants that:

(a) Mortgage Loan Documents submitted by Customer for each Mortgage Loan are in every respect valid and genuine, being what they purport to be and all information submitted in each Mortgage Loan Document is true and accurate. The Mortgage Loan Documents have been duly executed by Borrower, acknowledged and sent for recording; the Borrower is the true and only obligor on the Mortgage Loan and is the real party in interest thereon, and there is no verbal understanding or written modification which would affect the terms of the Note or Mortgage.

(b) Any and all Laws applicable to the Mortgage Loans have been complied with, including but not limited to: (i) the Federal Truth in Lending Act of 1969 ("TILA"), and Federal Reserve Regulation Z thereunder; (ii) the Federal Equal Credit Opportunity Act ("ECOA"), and Federal Reserve Regulation B thereunder; (iii) the Federal Fair Credit Reporting Act; (iv) the Federal Real Estate Settlement Procedures Act of 1974 ("RESPA"), and Regulation X thereunder; (v) the Flood Disaster Protection Act of 1973; (vi) the Fair Housing Act; (vii) the Home Mortgage Disclosure Act ("HMDA"); (viii) the Financial Institutions Reform Recovery and Enforcement Act of 1989; (ix) the Homeowners Protection Act of 1998; (x) the Privacy of Consumer Financial Information Act; (xi) any and all licensing requirements relating to Customer's rights to originate and sell Mortgage Loans; (xii) the requirements of any agency that regulates Customer; (xiii), the Home Valuation Code of Conduct ("HVCC"); (xiv) the Mortgage Disclosure Improvement Act ("MDIA"); and (xv) The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and any and all laws, rules, ordinances, and regulations relating to adjustable rate mortgages, negative amortization, and graduated payment mortgages.

3.2 Representations, Warranties and Covenants Regarding the Customer.

Customer represents, warrants and covenants that:

(a) Customer has all requisite power and authority to execute and enter into this Agreement and to perform the obligations required of it hereunder. The execution and delivery of this Agreement and all documents, instruments, and agreements required to be executed by Customer pursuant hereto, and the consummation of the transactions contemplated hereby, have each been duly and validly authorized

by all necessary action of Customer. This Agreement constitutes a valid, legal, and binding agreement of Customer enforceable by Click n' Close in accordance with its terms subject to bankruptcy, insolvency, reorganization, receivership, or other laws affecting rights of creditors generally, and general equity principles.

(b) Customer is duly organized, validly existing and in good standing under the laws of the jurisdiction where it is organized. Customer has all licenses necessary to carry on its business as now being conducted, and is licensed and qualified to transact business and is in good standing in the states where the mortgaged property is located, if the laws of such state require licensing or qualification in order to conduct business of the type conducted by the Customer.

(c) The execution, delivery, and performance of this Agreement by Customer, its compliance with the terms hereof and consummation of the transactions contemplated hereby will not violate, conflict with, result in a breach of, give rise to any right of termination, cancellation or acceleration under, be prohibited by or require any additional approval under i.) Customer's charter, by-laws, partnership agreement or other organizational documents, or any other material instrument or agreement to which Customer is a party or by which Customer is bound or which affects this Agreement; or ii.) any and all Laws, orders, injunctions, or decrees applicable to Customer.

(d) No approval of the transactions contemplated by this Agreement from any entity, public or private, or any regulatory authority having jurisdiction over Customer is required, or if required, such approval has been obtained. There are no actions or proceedings pending, affecting Customer or any Mortgage Loans, which would adversely affect its ability to perform hereunder.

(e) There is no claim, litigation, investigation or proceeding pending or threatened against or otherwise materially adversely affecting Customer's business, performance of its obligations under this Agreement or the validity or enforceability of this Agreement or any Mortgage Loan sold under this Agreement and Customer has no knowledge of any circumstance indicating that any such suit, investigation, or proceeding is likely or imminent.

(f) Customer has never been disqualified, excluded or suspended from (i) selling loans to Fannie Mae or Freddie Mac or; (ii) being able to originate loans intended to be guaranteed or insured by HUD, the VA or any other governmental agency. Customer shall notify Click n' Close, in writing, promptly if any of the preceding events occur.

(g) Customer has not in connection with this Agreement entered into any agreement, incurred any obligation, made any commitment or taken any action which might result in a claim for or an obligation to pay a sales or brokerage commission, finder's fee or similar fee or compensation with respect to this Agreement or the transactions contemplated hereby. Customer shall hold Click n' Close harmless from and against any claim off any broker, agent, finder or other person who makes such a claim.

(h) Customer shall provide Click n' Close its signed current profit and loss statement and balance sheet by within 90 days of Customer's fiscal year end every year. Customer shall provide Click n' Close a copy of its company, state and loan officer license(s), if applicable, at every renewal. Customer shall provide

Click n' Close and its representatives with any necessary information and data concerning the affairs of Customer as Click n' Close may reasonably request.

(i) Customer shall cooperate with Click n' Close in furnishing of documents and information as requested from time to time by Click n' Close and shall comply with all procedures established by Click n' Close for closing Mortgage Loans pursuant to this Agreement.

(j) After submission by pdf images in Mortgage Machine, Customer agrees to retain and act as the custodian of the Original Credit Documents, for 25 months or as required by local state regulations whichever is greater. Customer shall segregate and maintain custody and control of the Original Credit Documents on behalf of Click n' Close. Customer shall warrant that the Original Credit Documents are not or will not be altered from their original form, except for any inventory control marking, and shall keep all information contained within the Original Credit Documents confidential. Customer shall immediately deliver and relinquish custody and control to Click n' Close any and all Original Credit Documents upon request.

(k) Neither this Agreement nor any statement, report or other document furnished or to be furnished pursuant to this Agreement or in connection with the transactions contemplated hereby contains any material untrue statement of fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

(l) Customer agrees to immediately notify Click n' Close in writing of any activity or action, either internal or external, which could potentially affect adversely the terms of any mortgage loan or the ability of the customer to service any mortgage loan for any investor, including Click n' Close.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS OF CLICK N' CLOSE

4.1 Click n' Close represents, warrants and covenants that:

(a) Click n' Close is duly organized, validly existing and in good standing under the laws governing its formation and existence, and has all licenses necessary to carry on its business as now being conducted. Click n' Close has all requisite power and authority to execute and deliver this Agreement and to perform all obligations required of it hereunder.

(b) Any necessary approval of the transactions contemplated by this Agreement from each federal or state regulatory authority having jurisdiction over Click n' Close has been obtained. There are no actions or proceedings pending or affecting Click n' Close, which would adversely affect its ability to perform hereunder.

(c) The consummation of the transactions contemplated by this Agreement are in the ordinary course of business of Click n' Close and will not result in the breach of any term or provision of the charter or

bylaws of Click n' Close, or result in the breach of any term or provision of, or conflict with, or constitute a default under, or result in the acceleration of any obligation under, any agreement, indenture, loan or credit agreement or other instrument to which Click n' Close or its property is subject, or result in the violation of any Law to which Click n' Close or its property is subject.

ARTICLE V

INDEMNIFICATION

5.1 Indemnification of Click n' Close by Customer.

(a) Customer hereby agrees to indemnify and hold harmless Click n' Close, its successors and/or assigns, from any and all losses, liabilities, claims, damages, or costs of any nature, including without limitation attorneys' fees and costs, and actions suffered or incurred by Click n' Close which arise out of, result from, or relate to: (i) The breach by the Customer of any covenant, condition, term, obligation, representation or warranty contained in this Agreement, the Guide, or in any written statement, certificate, or Mortgage Loan Document furnished by the Customer pursuant to this Agreement or the guide; or (ii) Any material act or omission of Customer or any employee or agent of Customer which adversely affects any Mortgage Loan registered with and funded by Click n' Close hereunder. This indemnification shall survive any termination or cancellation of this Agreement.

(b) Without limiting Section 5.1 (a), Customer's obligation under this Article shall include costs and expenses associated with Click n' Close's efforts to require Customer to repurchase Mortgage Loans in accordance with Article V hereof. In all actions with third parties in which Click n' Close has the right to be indemnified hereunder, Click n' Close shall have the complete and exclusive right to determine the conduct and defense of such legal proceeding or investigation with such third party including, without limitation, the right to compromise, settle, defend, or continue any such action.

(c) Customer agrees to indemnify Click n' Close from and against any errors and/or omissions committed by any user, including, but not limited to Customer's agents, that Customer provides access to Click n' Close's systems and /or authorizes to order funds or documents on said agent's behalf from Click n' Close's systems.

ARTICLE VI

REPURCHASE

6.1 Repurchase of Mortgage Loans by Customer.

Customer agrees that upon written request Customer shall immediately repurchase, at the Repurchase Price, any Mortgage Loan sold to Click n' Close pursuant to this Agreement for any of the following reasons:

(a) Failure by Customer to deliver to Click n' Close the proper Mortgage Loan Documents pursuant to this Agreement and the Guide.

(b) Click n' Close discovers or there is revealed any evidence of fraud in the origination and closing of the Mortgage Loan by (i) Customer or its employees, directors, officers, agents and independent contractors (including without limitation, Customers or brokers of the Customer); or (ii) the Borrower.

(d) Customer fails to observe or perform or breaches in any material respect any of the representations, warranties or agreements contained in this Agreement, the Guide, or Agency guidelines with respect to a particular Mortgage Loan.

(e) If Click n' Close determines the Mortgage Loan to be a "High Cost Loan" as defined by Section 3.1(r) or 3.1(s) hereof.

ARTICLE VII

TERMINATION

7.1 Conditions of Termination.

(a) This Agreement may be terminated by either party at any time with or without just cause upon five (5) business days prior written notice. Termination shall not affect or change the obligations of the parties with respect to outstanding Commitments to originate, sell or purchase Mortgage Loans or limit Customer's duties or obligations to Click n' Close under this Agreement with respect to Mortgage Loans already purchased by Click n' Close.

(b) Notwithstanding anything to the contrary herein, Click n' Close may terminate this Agreement immediately, upon written notice to Customer, if Customer defaults in the performance of this Agreement, breaches any of its representations or warranties, or if Customer acts negligently, or if fraud is discovered as to any Mortgage Loan. Upon such termination for cause Click n' Close's obligation under any existing Commitment shall terminate, although Click n' Close may continue to honor any outstanding Commitment in its sole discretion.

ARTICLE VIII

MISCELLANEOUS

8.1 Relationship of Parties. Customer is an independent contractor and this Agreement and transactions entered into pursuant hereto shall not create between Customer and Click n' Close a relationship of agency, legal representation, joint venture, partnership, debtor/creditor, or employment. Customer and Click n' Close agree that neither party is in anyway authorized to make any contract, agreement, warranty, or representation, or to create any obligation, express or implied, on behalf of the other.

8.2 Assignment. This Agreement shall be binding and inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This Agreement is not assignable by Customer

without the prior written consent of Click n' Close. A change in ownership, merger, or consolidation of Customer shall be considered an assignment for purposes of this Agreement.

8.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and any applicable federal laws. Each of the parties irrevocably submits to personal jurisdiction in the state court located in Dallas County, Texas, or the United States District Court for the Northern District of Texas over any action, suit, or proceeding to enforce or defend any right under this Agreement or otherwise arising from any transaction existing in connection with this Agreement. CUSTOMER EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY.

8.4 Section Headings. Section headings are for reference only and shall not affect the interpretation or meaning of any provision of this Agreement.

8.5 Entire Agreement. This Agreement, any addendums attached hereto and executed by all parties, and the Guide integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations or prior writings in respect to the subject matter hereof and thereof.

8.6 Severability. Any provision of this Agreement that is prohibited or unenforceable in a jurisdiction, shall be deemed ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction, and, to this end, the provisions hereof are severable. This Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument.

8.7 Survival. The representations, warranties, covenants, agreements and every other obligation contained in this Agreement shall survive the termination of this agreement and the transactions provided for herein and shall be fully applicable whether or not Click n' Close relies thereon or has knowledge of any facts at variance therewith.

8.8 Modification and Waiver. In no event shall a term or provision of this Agreement be deemed to have been waived, modified or amended unless agreed to in writing by Customer and Click n' Close. Nothing in this paragraph shall be interpreted to restrict Click n' Close's right to modify the Guide as provided for elsewhere in this Agreement.

8.9 No Third Party Benefits. This Agreement is made for the express benefit of Customer and Click n' Close, not for the benefit or interest of any other persons or entities, and accordingly, no third party shall obtain or acquire any rights or interest in this Agreement or by reason of the performance or failure of performance of either of the parties hereto or of their respective rights, privileges, duties or obligations arising hereunder.

8.10 Confidentiality. Customer understands that all information provided to Customer in connection with this Agreement is confidential and proprietary to Click n' Close. Customer shall not, at any time during or following termination of this Agreement, regardless of the manner, reason, time or cause of such termination, directly or indirectly disclose or furnish to any person not entitled to receive the same for the immediate benefit of Click n' Close (except to the extent actually required in connection with any

litigation between the parties arising out of the Agreement or by applicable law), any confidential information including, but not limited to, information related to Click n' Close's business operations, credit policies, procedures, customers, and the Guide.

8.11 Modification of Borrower Obligations. Click n' Close may, without any notice to Customer, extend, compromise, renew, release, modify, adjust or alter, by operation of law or otherwise, any of the obligations of a Borrower or other persons obligated under a Mortgage Loan without releasing or otherwise affecting the obligations of Customer with respect to such Mortgage Loan or otherwise under this Agreement.

8.12 Right of Setoff. Click n' Close may deduct or setoff any and all amounts owed by Customer to Click n' Close from or against any amounts payable by Click n' Close to Customer.

8.13 Advertising and Trademark. Customer shall not engage in any form of advertising whatsoever utilizing either the name of Click n' Close or any subsidiaries or affiliates of Click n' Close or any of the product names, trade names, symbols or trademarks of any of Click n' Close's Mortgage Loan Programs, unless specifically licensed to do so in writing by Click n' Close.

8.14 Expenses. Each party shall pay its own expenses incident to this Agreement and the transactions contemplated hereby, including but not limited to, all fees of its counsel and accountants, whether or not any of the transactions contemplated shall be consummated.

8.15 Brokers. Each party represents and warrants that there are no claims for brokerage commissions or finders' fees or other claims for money from any agent or similar intermediary in connection with Customer's entering into this Agreement with Click n' Close or in connection with any Mortgage Loan, and each party agrees to indemnify and hold harmless the other party with respect to any and all liability for any such fee or commission which is required to be paid to any such agent or broker.

8.16 Agreement Fairly Construed. This Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared this Agreement.

8.17 Good Faith Dealing. The parties hereto agree to deal in good faith with each other at all times.

8.18 Notices. Any notice or demand that is required or permitted to be given by a provision of this Agreement shall be deemed to have been sufficiently given if either served personally or sent by prepaid first class, registered, or certified mail, addressed to the party at its address set forth below:

If to CUSTOMER:

Attn: _____

If to CLICK N' CLOSE:

15301 Spectrum Drive, Suite 405

Addison, TX. 75001

Attn: Adam Rieke

ARTICLE IX

SPECIAL LIMITED IRREVOCABLE POWER OF ATTORNEY

9.1 Limited Power of Attorney. Customer hereby irrevocably appoints Click n' Close, its successors and assigns, its attorney-in-fact, with full power of substitution in the name of Customer or otherwise, whether in relation to real, personal, tangible, or intangible property, to do any or all of the following: (a) to demand, sue for, receive, collect, sign, endorse, assign or compromise any and all promissory notes, checks, money orders or monies due on any Mortgage Loans sold to Click n' Close (except a Mortgage Loan which has been repurchased by Customer pursuant to Article V hereof), and to receive, sign, endorse, or assign any orders, certificates, insurance policies and all benefits under any other instruments or documents as from time to time may be necessary or appropriate to accomplish the sales and transfers provided for by this Agreement; (b) to enforce, cancel, release or discharge the Mortgage Loans; and (c) to exercise or perform any act, power or duty that Customer has or would have in connection with the Mortgage Loans purchased by Click n' Close or which are reasonable in order to protect Click n' Close's interest in the Mortgaged Property. Customer agrees that the foregoing powers are irrevocable and coupled with an interest. Customer will, at Click n' Close's request, execute appropriate separate instruments evidencing the foregoing powers.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

CUSTOMER

Company: _____

By: _____

Printed Name: _____

Its: _____

Date: _____

CLICK N' CLOSE

Company: CLICK N' CLOSE, Inc.

By: _____

Name: Adam Rieke

Its:

Date: _____

BROKER LOAN ADDENDUM

This Addendum, entered into by and between Click n' Close, Inc. ("Click n' Close") and the undersigned Customer, supplements and /or amends, and is attached to and made a part of, the Click n' Close Master Broker/Correspondent Agreement between these same parties, dated _____ (this Addendum and the Master Broker/Correspondent Agreement being sometimes collectively referred to as this "Agreement"). The parties agree as follows:

1. (a) Upon receipt of all applicable Original Credit Documents, Click n' Close shall, within a reasonable period of time, consider the Original Credit Documents for the purpose of making a Mortgage Loan under the terms and conditions of this Agreement, and shall advise Customer of its decision.

(b) Click n' Close retains the right, in its sole discretion, to decline acceptance or approval of any Mortgage Loan application. The exercise of this right by Click n' Close shall not, in any way, affect Customer's obligation under this Agreement.

(c) Upon acceptance and approval of any Broker Loan, Click n' Close, in its sole discretion, may issue a Commitment to the Borrower for funding by Click n' Close stating, terms and conditions subject to which Click n' Close will fund the Broker Loan. Commitment letters shall be effective only if executed by individuals who are duly authorized by Click n' Close to do so.

(d) Click n' Close reserves the right to fund any Broker Loan in its sole discretion, at the interest rate established by Click n' Close. All Broker Loans shall be closed by a title agency or settlement attorney approved by Click n' Close on Mortgage Loan documents generated by Mortgage Machine. No officer, employee or agent of Customer shall close any Broker Loan.

(e) If any Broker Loan is paid-in-full within 180 days following the funding date of such Broker Loan, Customer shall pay to Click n' Close a penalty fee of not less than one percent (1%) of the original Mortgage Loan Amount, or such greater amount as may be listed in the Guide.

(f) Click n' Close shall be responsible for all HMDA reporting and for 1098 reporting of origination fees, discount points, and pre-paid interest to the Internal Revenue Service for Mortgage Loans originated as a Broker Loan purchased by Click n' Close under the terms of this Agreement.

(g) Each party's rights under this Agreement are non-exclusive, with each party being free to contract with other parties for the purposes set forth herein.

2. (a) Customer covenants and agrees to establish and maintain compensation agreements with each of its loan officers in compliance with the CFPB Final Rule regarding loan originator compensation.

(b) For each transaction, Customer shall have the option to select either lender paid compensation or borrower paid compensation. Customer must make its selection before the loan application is submitted to Click n' Close.

(c) Lender paid compensation will be based on a previously established percentage of the loan amount. Click n' Close may, in its discretion at any time, prospectively change the compensation percentage in effect. If lender compensation is selected, the borrower cannot pay any compensation to Customer or any loan originator and neither Customer nor any loan originator shall accept any such additional compensation, directly or indirectly, from the borrower or any other source. On the date of this Addendum, the per transaction lender paid compensation percentage of the loan amount in effect between Customer and Click n' Close is _____%.

(d) Borrower paid compensation shall be negotiated by Customer directly with the Borrower. Customer covenants and agrees to charge consistent, fair and reasonable compensation fees in compliance with all applicable laws and regulations including, without limitation, Regulation Z, the Home Mortgage Disclosure Act, the Real Estate Settlement Procedures Act, and state high cost loan tests. If borrower compensation is selected, Customer covenants and agrees that neither Customer nor any loan originator will accept compensation, directly or indirectly, from any source other than the borrower. In no event shall premium pricing or any other loan term be used to compensate Customer or any loan originator.

(e) Customer represents, warrants, covenants and agrees that Customer shall, at all times, comply with the provisions of Section 226.36 of the Truth in Lending Act and the related CFPB Final Rule including, without limitation, prohibitions relating to compensation based on loan terms, the single source compensation limitations, steering prohibitions and record retention requirements.

(f) Customer acknowledges and agrees that any compensation received pursuant to the Customer Agreement upon funding of any transaction shall not be considered earned until all obligations and contingencies under the Broker Agreement have been fully and completely satisfied.

3. (a) All capitalized, defined terms shall have the same meaning as in the Agreement, unless a different definition is provided in this Addendum.

(b) To the extent of any conflict in the provisions of this Addendum and the Agreement, such conflict will be resolved in accordance with the terms and conditions of this Addendum.

(c) The parties ratify and confirm all of the terms and conditions of the Agreement, except as supplemented or amended by this Addendum.

CUSTOMER:

By: _____

Name: _____

Title: _____

CLICK N' CLOSE:

Click n' Close, Inc.

By: _____

Adam W. Rieke

National Director, TPO Lending Division

MODIFIED CORRESPONDENT LOAN ADDENDUM

This Addendum, entered into by and between **Click n' Close, Inc.** ("**Click n' Close**") and the undersigned **Customer**, supplements and/or amends, and is attached to and made a part of the Click n' Close Master Broker/Correspondent Agreement between these same parties, dated _____ (this Addendum and the Master Broker/Correspondent Agreement being sometimes collectively referred to as this "Agreement"). The parties agree as follows:

Section 1. Submission and Approval.

(a) Customer shall be responsible for providing loan applications and related disclosures required by any and all Laws to Mortgage Loan applicants and for obtaining executed loan applications and disclosure forms. Customer shall obtain appraisal through Mortgage Machine, credit, and all other documentation required by Click n' Close for each Mortgage Loan for which an individual borrower has authorized Customer to provide financing. Customer shall utilize Mortgage Machine to submit the loan application and Original Credit Documents to Click n' Close for its pre-purchase review, along with all other property and credit information as specified in the Guide prior to loan closing. Customer shall submit the Original Credit Documents by electronic transmission to Click n' Close to create an exact duplicate image of the documents on Mortgage Machine.

(b) All appraisals must strictly comply with all appraisal standards, policies and procedures of Click n' Close, the Agencies, all applicable Laws, and the Uniform Standards of Professional Appraisals. The appraisal must be ordered through Mortgage Machine and performed by an appraiser who meets Click n' Close's minimum criteria and is available on the Mortgage Machine Appraisal panel. The appraisal cannot be performed by an employee, agent or affiliate of the Customer.

(c) All loans shall be evaluated on an individual basis by Click n' Close prior to closing. Decisions as to the acceptability of Mortgage Loans for purchase or funding by Click n' Close shall be solely at the discretion of Click n' Close. Click n' Close shall have no responsibility to purchase or fund any Mortgage Loan until all pre-purchase and closing conditions have been met.

(d) Any pre-purchase opinion letter issued by Click n' Close is voidable by Click n' Close if Click n' Close believes that Customer breached any material term or condition of the Agreement as to any Mortgage Loan submitted or offered by Customer under the terms of this Agreement.

(e) Click n' Close agrees to prepare and forward, to HUD, the HUD case binder and will remit all mortgage insurance premiums to be paid, all of which will be deducted from the loan proceeds at Closing.

(f) Click n' Close will obtain the FHA Mortgage Insurance Certificate (the "MIC") provided, however, that Click n' Close shall not be responsible for any failure to obtain the MIC which is due to Customer's failure or inability to provide all documentation necessary to obtain the MIC.

Section 2. Loans.

- (a) All Modified Correspondent Loans closing documents must be prepared through Mortgage Machine and such loans shall be closed by a title agency or settlement attorney approved by Click n' Close. No officer, employee or agent of Customer shall close any Modified Correspondent Loan. .
- (b) Customer shall disburse Loan no later than the lock-in expiration date.
- (c) Customer shall authorize and instruct the title company to deliver directly to Click n' Close no later than five (5) Business Days after Disbursement Date the purchasable Closing Package containing all of the Mortgage Loan Documents required by the Guide. Failure to deliver all Mortgage Loan Documents according to the procedures in the Guide and this Agreement may cause Mortgage Loan to be subject to re-pricing at such price to be determined by Click n' Close in its sole discretion.
- (d) Customer shall execute a bailee agreement and power of attorney authorizing Click n' Close's warehouse lender to endorse, without recourse, the original note to Click n' Close on behalf of the Customer. Customer shall instruct the title company to deliver the original note directly to Click n' Close's warehouse lender pursuant to the terms of the bailee agreement.
- (e) Click n' Close shall conduct a post-closing quality control review of each Closing Package prior to purchasing loan from Customer to determine if the Mortgage Loan Documents have been properly executed and that the Mortgage Loan has been closed in accordance with the Commitment, the Guide, and this Agreement. Click n' Close, in its sole discretion, may reject any Mortgage Loan which does not comply with the terms and conditions of the Commitment, the Guide, or this Agreement.
- (f) Click n' Close shall, after its post-closing review, purchase the Mortgage Loan from Customer at the Purchase Price established, which includes any applicable adjustments described by this Agreement.
- (g) The payment of the Purchase Price by Click n' Close for any Mortgage Loan shall in no way relieve Customer from or constitute a waiver of any of the requirements of the Guide, or from the representations and warranties made as to every Mortgage Loan under the terms of this Agreement, or from the obligations to repurchase said Mortgage Loan under Article V hereof.
- (h) All Mortgage Loans sold to Click n' Close pursuant to this Agreement shall be sold with all Servicing Rights released to Click n' Close.
- (i) All necessary steps have been taken by Customer to make and keep all guarantees and insurance as required by Click n' Close valid, binding and enforceable. Customer shall make Click n' Close the loss payee on each title policy, mortgage insurance policy, hazard insurance policy, and flood insurance policy.

Section 3. Representations, Warranties and Covenants Regarding Modified Correspondent Loans.

Customer represents, warrants and covenants that:

(a) Mortgage Loan Documents submitted by Customer are in every respect valid and genuine, being what they purport to be and all information submitted in each Mortgage Loan Document is true and accurate. The Mortgage Loan Documents have been duly executed by Borrower, acknowledged and sent for recording; the Borrower is the true and only obligor on the Mortgage Loan and is the real party in interest thereon, and there is no verbal understanding or written modification which would affect the terms of the Note or Mortgage.

(b) The full principal amount of the Mortgage Loan has been advanced on behalf of the Borrower by the Settlement Agent at the time of assignment to Click n' Close. The unpaid balance of the Mortgage Loan is as represented by Customer. All costs, fees, and expenses incurred in making, closing, and recording the Mortgage Loan have been paid.

(c) Each Mortgage Loan assigned to Click n' Close is at the time of assignment a valid first lien on the entire Mortgaged Property described in the Mortgage. The Mortgaged Property is free and clear of all encumbrances and liens having priority over the lien of such Mortgage, and no part of the Mortgaged Property has been released from the lien of the Mortgage. Each Mortgage is duly executed and has been sent for recording. The Mortgaged Property is real estate upon which is located a one-to-four unit residential dwelling. Customer warrants, to the best of its knowledge, that the Mortgaged Property is free from damage (including but not limited to any damage by fire, windstorm, or other casualty) and in good condition. Customers will defend the Mortgage Loan against all claims whatsoever, and it has full right, title and authority to transfer the same.

(d) Customer is the sole originator of the Mortgage Loan. Customer has the authority to sell, transfer, and assign such Mortgage Loan on the terms herein set forth. There has been no assignment, sale or pledge thereof by Customer, and as of the date of purchase by Click n' Close, the Mortgage Loan will be free and clear of claims or encumbrances of any type.

(e) Customer shall: (i) close all loans on a MERS Security Instrument and (ii) endorse the original Note without recourse to Click n' Close. Customer acknowledges that any executed agreement, power of attorney, or consent resolution that grants Click n' Close and/or its Warehouse Lender the authority to execute, assign, or endorse Mortgage Loan Documents on behalf of the Customer does not release Customer from the responsibilities listed herein.

(f) Customer is a member of MERS in good standing. Prior to the transfer of the servicing of each MERS Designated Mortgage Loan to Click n' Close, Customer will comply in all material respects with the rules and procedures of MERS in connection with the servicing of the MERS Designated Mortgage Loans. In connection with the assignment of any MERS Designated Mortgage Loan, Customer agrees that it will, at its cost and expense, cause the MERS system to indicate that such Mortgage Loan has been transferred to Click n' Close in accordance with the terms of this Agreement by including in the MERS computer files (i) The code in the field which identifies the specific owner of the Mortgage Loans and (ii) the code in the field "Pool Field" which identifies the series in which such Mortgage Loans were sold.

(g) With respect to each MERS Designated Loan, a MIN has been assigned by MERS and such MIN is accurately disclosed in the Closing Package. The related Assignment of Mortgage to MERS has been

properly recorded. No obligor of the related Note has received any notice of liens or legal actions with respect to any MERS Designated Loan and no such notices have been electronically posted by MERS.

(h) A title insurance commitment and title insurance policy on currently prescribed American Land Title Association ("ALTA") forms (or such other form approved in writing by Click n' Close and acceptable to Fannie Mae or Freddie Mac) will be furnished to Click n' Close and will insure Click n' Close, its successors and/or assigns, without exceptions, as holding the first lien against the Mortgaged Property for the full amount of the Mortgage Loan.

(i) There is in force for each Mortgage Loan a hazard insurance policy meeting the requirements of Click n' Close as set forth in the Guide. There is in force such flood insurance policy as is required under the Flood Disaster Protection Act of 1973, as amended, and its implementing regulations.

(j) Customer shall have all final recorded documents and title policies delivered to Click n' Close within sixty (60) days of closing. Failure to do so may result in additional Final Document Recovery fees being assessed to Customer per the fee schedule as set forth in the guide or is otherwise in effect from time to time.

(k) Customer acknowledges that Click n' Close intends to sell the Mortgage Loans to investors in the secondary market and therefore represents and warrants that the Mortgage Loans are in full compliance with all pertinent requirements of Fannie Mae, Freddie Mac, Ginnie Mae, FHA, and VA.

(l) There are no circumstances or conditions with respect to any Mortgage Loan, Mortgaged Property, the Borrower, or the Borrower's credit standing that can be reasonably expected to cause private institutional investors, Fannie Mae, Freddie Mac, or Ginnie Mae to regard the loan as an unacceptable investment, cause the Mortgage Loan to become delinquent or adversely affect the value or marketability of the Mortgage Loan.

(m) For each individual Mortgage Loan, Borrower shall execute appropriate documentation acknowledging that each such Borrower has received all necessary disclosures required by state and federal laws and regulations, including (if applicable) adjustable and balloon rate mortgage disclosures.

(n) Each Mortgage Loan originated in Customer's name is not 15 days or more delinquent and there are no defaults in complying with the terms of any Mortgage Loan, and all taxes, governmental assessments, insurance premiums, water, sewage, and municipal charges relating to any Mortgage Loan which previously became due and owing have been paid, or an escrow of funds has been established in an amount sufficient to pay for every such item which remains unpaid. Customer represents and warrants that it has not advanced funds, or induced, solicited, or knowingly received any advance of funds by a party other than the borrower, directly or indirectly, for the payment of any amount required by the Mortgage Loan. With respect to escrow deposits and payments in those instances where such were required, there exist no deficiencies in connection therewith for which customary arrangements for repayment thereof have not been made, and no escrow deposits or payments or other charges have been capitalized under the Mortgage or the Mortgage Note.

- (o) Borrower has no rights of rescission, setoffs, counter-claims, or defenses to the Note or Mortgage securing the Note arising from the acts and/or omissions of the Customer in the origination, processing, or closing of the Mortgage Loan.
- (p) Compensation received by Customer shall not exceed the fair market value of its services. Customer agrees that it shall not accept any fee or other compensation except as permitted by applicable law and regulation, and that it has disclosed any fee or other compensation in writing to the Borrower and Click n' Close as required by applicable law and regulation. Customer warrants the compensation received by the loan officer and the company is in compliance with the regulations of The Dodd-Frank Wall Street Reform and Consumer Protection Act.
- (q) The total points and revenue fees are less than or equal to 5% of the Mortgage Loan Amount.
- (r) Each Mortgage Loan sold to Click n' Close is not a "High Cost Loan" or "predatory loan" as defined by the following: (i) Home Ownership and Equity Protection Act of 1994, specifically Section 32 of Regulation Z; (ii) The North Carolina Predatory Lending Act (applicable to North Carolina properties only); and (iii) Part 41 of the New York Banking Board (applicable to New York properties only); or iv.) any other state law or municipal ordinance.
- (s) At no time within 180 days of date a Mortgage Loan is purchased by Click n' Close shall Customer, its agents, affiliates, or subsidiaries, take any action, including but not limited to the solicitation of the Borrower, to refinance or satisfy a Mortgage Loan. Notwithstanding anything to the contrary contained herein, if any Mortgage Loan sold to Click n' Close is paid-in-full within 180 days following the date of purchase by Click n' Close, Customer shall pay to Click n' Close a penalty fee of not less than one percent (1%) of the original Mortgage Loan Amount, or such greater amount as may be listed in the Guide.
- (t) Customer shall be responsible for all HMDA reporting and for 1098 reporting of origination fees, discount points, and pre-paid interest to the Internal Revenue Service for Mortgage Loans originated by Customer under the terms of this Agreement.
- (u) Each of the above representations and warranties is for the benefit of Click n' Close and its successors and/or assigns and continues in full force and effect for so long as the Mortgage Loan remains outstanding and for such time that Click n' Close is subject to any risk of loss or liability as to any Mortgage Loan purchased from Customer.

Section 4. Repurchase of Mortgage Loans by Customer.

Customer covenants and agrees that, upon written request of Click n' Close, Customer shall immediately repurchase, at the Repurchase Price, any Mortgage Loan sold to Click n' Close pursuant to this Agreement for any of the following reasons:

- (a) Click n' Close determines the Mortgage Loan is not eligible under the Mortgage Loan Program for which it was registered and delivered by the Customer.

(b) If a Borrower is ninety (90) days or more delinquent with any of the first six (6) monthly payments due on any Mortgage Loan following the date on which Click n' Close funds such Mortgage Loan or disburses funds to purchase such Mortgage Loan, as applicable.

(c) Click n' Close is required to repurchase said Mortgage Loan from Fannie Mae, Freddie Mac, or any other third party investor for any reason involving the origination or closing of the Mortgage Loan.

Section 5.

(a) All capitalized, defined terms shall have the same meaning as in the Agreement, unless a different definition is provided in this Addendum.

(b) To the extent of any conflict in the provisions of this Addendum and the Agreement, such conflict will be resolved in accordance with the terms and conditions of this Addendum.

(c) The parties ratify and confirm all of the terms and conditions of the Agreement, except as supplemented or amended by this Addendum.

IN WITNESS WHEREOF, this Addendum has been duly executed by the parties and is effective as of the last date set forth below.

CUSTOMER

Company: _____

By: _____

Printed Name: _____

Its: _____

Date: _____

CLICK N' CLOSE

CLICK N' CLOSE, Inc.

By: _____

Name: Adam Rieke

Its:

Date: _____

Website Agreement

This Website Agreement (this "Agreement") is entered into effective this ____ day of _____, 20__ as of the date set forth below by Broker/Correspondent (identified below) as a prerequisite to obtaining user accounts and access to Click n' Close, Inc.'s ("Click n' Close") internet portal and software herein referred to as "Mortgage Machine". Please execute and fill in all fields on this document and Email this form to donna.morisette@clicknclose.com . If you have any questions, please contact your Account Executive.

Company Name: _____ (**"Broker/Correspondent"**) **ID #:** *

Address: _____

Click n' Close has developed a portal referred to as Mortgage Machine, to allow clients to get information and status reports on their loans and to lock individual loan commitments online. Prior to utilizing the services provided on the Click n' Close's website (the "Site"), this Agreement must be executed and delivered to Click n' Close.

The lock-in capability and other features can be accessed through Mortgage Machine on the Site and may only be accessed by using a Customer ID, Username and a Password provided by Click n' Close.

As a user of Mortgage Machine, Broker /Correspondent agrees to be bound by all of the terms and conditions of Click n' Close's Wholesale Broker Guide/Correspondent Lender Guide, including any guidelines, policies and procedures contained in program announcements, bulletins, memoranda, or other similar communications delivered to Broker/Correspondent or posted on the Site, as the same may be amended from time to time (collectively, the "Guide"), and the terms and conditions regarding use of the Site, including but not limited to, any Legal Notice and Privacy Notice referenced at or linked to the Site or Mortgage Machine by Click n' Close. Use of Mortgage Machine or the Site does not provide any commitment or guarantee that Click n' Close will purchase any loan; and Broker/Correspondent is, in the case of each and every loan, required to meet all of the terms and conditions in this Agreement, the Guide, Mortgage Machine and the Site.

Broker/Correspondent agrees that it is responsible for maintaining the security and confidentiality of user names and passwords issued to Broker/Correspondent's agents or employees. Broker/Correspondent represents and warrants that it will not permit unauthorized individuals to use its usernames and/or passwords to access Mortgage Machine and agrees to defend and indemnify Click n' Close against any claims, losses, damages, costs, expenses, fines, and other liabilities, including attorney's fees, arising out of Broker/Correspondent's failure to maintain the security and confidentiality of its usernames and/or passwords or arising out of the unauthorized or unlawful use of Mortgage Machine and/or the Site by Broker/Correspondent including, without limitation, by any person who obtains access to the Mortgage Machine and/or the Site using Broker/Correspondent's usernames and/or passwords. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action arising out of or relating to this Agreement shall be only in Dallas County, Texas.

By signing below, Broker/Correspondent agrees to be bound by the terms and conditions described in this Agreement, the documents referenced herein, and any terms and conditions found on the Site. The terms and conditions of this Agreement can only be modified by a written document signed by both parties. Notwithstanding the foregoing, any notices on the Site including, but not limited to, Legal Notice and Privacy Notice, may be modified pursuant to the provisions contained therein and Broker/Correspondent is held to know and be bound by those modifications.

Broker/Correspondent:

By: _____

Printed Name: _____

Title: _____

Email Address*: _____ **Confirmation will be emailed*

Click n' Close:

By: _____

Printed Name: _____

Title: _____

OFFICER'S CERTIFICATE

TO: Click n' Close, Inc. _____, 20____

Reference is made to the Master Broker/Correspondent Agreement (the "Agreement") between Click n' Close, Inc. and _____ (the "Company"). The terms used herein shall have the same meanings as provided in the Agreement.

The undersigned certifies that the undersigned is the Secretary of the Company, and as such officer, has access to the records of Company, and certifies individually and on behalf of Company as to the following:

1. Attached hereto as Exhibit "A" is a true and correct copy of resolutions which have been duly adopted by the board of directors of the Company and which have not been amended, modified, or repealed in any respect, and which are in full force and effect as of the date hereof.

2. Each of the persons whose name is set forth below is an Authorized Officer in accordance with the resolutions attached as Exhibit "A" and is now the duly elected, qualified and acting officer of Company holding the office set forth opposite such officer's name, and the signature appearing opposite the name of each officer below is the true and genuine signature of such officer, and each such officer is authorized to sign the Agreement:

<u>Name</u>	<u>Office</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first written above.

Signature

Printed Name

Title: Secretary of the Company

EXHIBIT "A"

Resolutions

WHEREAS, it is proposed that _____ (the "**Company**") enter into a broker or correspondent relationship with Click n' Close, Inc. ("**Click n' Close**"); and

WHEREAS, the Master Broker/Correspondent Agreement and all related addenda, modifications and other papers to be entered into with Click n' Close (collectively, the "**Agreement**"), have been submitted to, and reviewed by, the directors of the Company to their satisfaction; therefore, be it

RESOLVED, that the proposed Agreement be, and is hereby, authorized and approved, and that _____

_____ (the "**Authorized Officers**") be, and each is hereby authorized, empowered and directed to execute the Agreement for and on behalf and in the name of the Company, with such changes in the terms and provisions thereof as such Authorized Officer executing the same shall, in such Authorized Officer's sole discretion, deem necessary or desirable and in the best interest of the Company, such Authorized Officer's signature being conclusive evidence that such Authorized Officer did so deem any such changes to be necessary or desirable and in the best interest of the Company; and

RESOLVED FURTHER, that the Authorized Officers be, and each is hereby, authorized, empowered and directed to perform all acts and do all things which such Authorized Officer may deem necessary or desirable to consummate the transactions contemplated by the Agreement; and

RESOLVED FURTHER, that the Secretary, Assistant Secretary or any other Authorized Officer of the Company be, and is hereby, authorized, empowered and directed to certify and attest any documents which such Authorized Officer may deem necessary or appropriate to consummate the transactions contemplated by the Agreement; provided that such certification or attestation shall not be required for the validity of the particular document; and

RESOLVED FURTHER, that any and all transactions by and of the officers or representatives of the Company, for, on behalf or in the name of the Company with Click n' Close prior to the adoption of the foregoing resolutions, including but not limited to the negotiation of the terms of the Agreement Papers, be, and they are hereby, ratified, confirmed and approved in all respects for all purposes; and

RESOLVED FURTHER, that the foregoing powers and authorizations shall continue in full force and effect until written notice of revocation has been given Click n' Close and its receipt obtained therefor.

Request for Taxpayer Identification Number and Certification

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

► Go to 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 one 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) ► _____ Note: 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 not 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 ►
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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.

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.



Click n' Close™, Inc.
Mortgage

VA Addendum to Click n' Close Broker/Correspondent Agreement

This addendum is to that certain Broker/Correspondent Agreement (the "Agreement"), which was entered into concurrently with this Addendum or prior to this Addendum by and between Click n' Close and Broker/Correspondent. The definitions used in this Addendum shall have the same meanings as the definitions of the Agreement. To the extent that this Addendum may conflict with any provision of Agreement, the terms and conditions of this Addendum shall control and supersede any conflicting provision in the Agreement.

Broker/Correspondent desires to be approved to originate VA loans, and Click n' Close is willing to sponsor and purchase VA loans originated from Broker/Correspondent originated in conformance and compliance with VA guidelines and the Agreement.

In addition to the various representations, warranties, and covenants contained in the Agreement, Broker/Correspondent represents, warrants, and covenants as to each VA mortgage loan application submitted to Click n' Close:

1. Broker/Correspondent will not issue to Applicants a lock-in agreement unless Broker/Correspondent has received written confirmation of approval of the interest rate, points, and terms from Click n' Close.
2. Broker/Correspondent will not charge any fees above the maximum fees allowed by its regional VA. In event that fees are charged in excess of those allowed by VA, Broker/Correspondent will refund those fees to borrower so that the loan can be guaranteed.
3. Broker/Correspondent acknowledges that Broker/Correspondent must pay the annual renewal fee (currently \$100.00) and will do so in a timely manner each year.
4. Broker/Correspondent acknowledges that if a loan has been submitted to VA and declined, Broker/Correspondent will not bring or submit that loan to Click n' Close. Loans previously declined by the VA can be subsequently approved only by the VA and not by any lender.
5. Broker/Correspondent acknowledges that Click n' Close will be responsible for obtaining the loan guarantee (LGC) from VA on all loans closed hereunder. Broker/Correspondent further agrees that if VA denies the insurance (LGC) for any reason except for acts and omissions by Click n' Close, Broker/Correspondent will take all measures to correct the deficiencies in documentation, etc., so that the loan can be guaranteed.

Company: _____ Title: _____

By: _____ Date: _____



Click n' Close™, Inc.
Mortgage

VA Sponsorship Form

Veterans Administration requires the following information completed for processing:

Company Name: _____

DBA: _____

Address: _____

City, State & Zip: _____

Federal Tax ID (TIN) or SSN: _____

Main Contact: _____

Phone: _____ Fax: _____

Email address: _____

VA ID Number--if previously issued by VA: _____

Please return these completed forms along with a \$100 check payable to the **Department of Veterans Affairs** to:

Click n' Close
550 Warrenville Road, #150
Lisle, IL. 60532



Click n' Close™, Inc.
Mortgage

TPO Certification Of Compliance

Our hiring procedures include a requirement to check employees involved in loan origination against the U.S. General Services Administration (GSA) Excluded Parties List, the HUD Limited Denial of Participation List (LDP) and the Federal Housing Finance Agency (FHFA) Suspended Counterparty Program (SCP) list. There are no allowable exceptions to this policy. The hiring procedures must address the background check of employees.

Signature

Date