



Thank you for your interest in Allied Home Mortgage Corporation. We are excited to begin providing you service. The following is a Broker Application that has six sections for you to fill out before we can begin working together.

Please complete the following five sections and fax the entire document back to us. The sections are:

- 1. Approved Checklist**
- 2. Company Information**
- 3. Wholesale Mortgage Broker Agreement**
- 4. FHA Sponsorship Addendum(for HUD approved brokers)**
- 5. W-9**
- 6. Consent to Receive Fax and Emails**
- 7. Last 2 years Financials and current P&L/Balance Sheet**

To: Allied Home Mortgage Corporation Vendor Approval Department

From: Fax: _____ Phone: _____

Pages: _____ Fax: _____

Re: Broker Application



Approved Checklists

Broker Requirements

The following items are required from a Broker prior to being approved by Allied Home Mortgage Corporation

1. Wholesale Loan Broker Agreement signed by principals
 - a. Corporation – CEO, CFO, President, VP, SVP, EVP, or Corporate Secretary
 - b. Sole Proprietorship – Owner, Principal, Proprietor or Sole Owner
 - c. Partnership – Managing Member, Owner, or Partner
 - d. Limited Liability Company – CEO, CFO, President, VP, EVP, Owner, Member or Partner.
 - e. Limited Liability Partnership – CEO, CFO, President, VP, EVP, Owner, Member or Partner
2. Copy of Mortgage Broker License for all states licensed
3. Broker Application & Information Sheet signed by principals
4. Completed W-9

Appraiser Requirements

The following items are required from an Appraiser prior to being approved by Allied Home Mortgage Corporation

1. List of individual appraisers within the company (if applicable)
2. Current address, phone number and fax number

Please forward any or all of these items to Allied Home Mortgage Capital, attention Vendor Approval, 6110 Pinemont, Houston TX 77092.

When Allied Home Mortgage Corporation receives these items they will be reviewed for final approval. Each Broker, Appraiser and/or Attorney will be notified upon approval and supplied with a copy of our guidelines. Please call 713-353-0400 if you have questions.

Closing Agent Requirements

The following items are required from an Attorney/Closing Agent on each individual loan prior to closing:

1. In all states (except New York and Iowa) a "borrower specific" Insured Closing Letter will be required on each individual loan from all Title Companies and/or Title Insurance Agencies. (Must include the borrower name(s) and the subject property address OR reference the commitment/binder number.) A blanket Insured Closing Letter will be accepted on loans where we can not obtain a borrower specific Insured Closing Letter.
2. In California, New York & Iowa in lieu of a "borrower specific" Insured Closing Letter we require a current copy of Errors & Omissions Insurance for each individual loan (minimum coverage to be no less than specific loan amount).
3. UPS delivery address
4. Wiring instructions

Please forward all of the Attorney/Closing Agent requirements with each individual loan package attention to your designated Account Manager:

6110 Pinemont, Houston , TX 77092.

When Allied Home Mortgage Corporation receives these items, they will be reviewed for final approval.



Company Information

Date of Application: _____

Main Office Address

Business Name: _____

Mailing Address: _____

Phone: _____ Fax: _____

Account Executive: _____

Branch Address

1. Mailing Address: _____

Phone: _____ Fax: _____

2. Mailing Address: _____

Phone: _____ Fax: _____

Company Information

Primary Contact: _____ Email: _____

Secondary Contact: _____ Email: _____

Date Founded: _____

Broker License: _____

Type of Business: _____

Federal Tax ID Number _____

Any DBAs:

Volume:

12 Mo Volume / # loans closed

12 Mos FNMA/FHLMC \$ Total

12 Mos FHA/VA \$ Total

List 5 Companies to whom you have brokered loans in the most recent 12 months

Company Name

Contact Name

Phone Number

Company Name

Contact Name

Phone Number

Company Name

Contact Name

Phone Number

Company Name

Contact Name

Phone Number

Company Name

Contact Name

Phone Number

I understand that Allied Home Mortgage Corporation may make inquiries and that it may at the expense of Allied Home Mortgage Corporation, make independent background investigations on the applicant(s).

Signature: _____

Title: _____

Date: _____



Wholesale Mortgage Broker Agreement

THIS AGREEMENT (the "Agreement") is entered into as of this [] day of [], 200[], by and between Allied Home Mortgage Corporation ("Lender"), a Texas corporation having its principal office at 6110 Pinemont, Houston, TX 77092, and the undersigned broker ("Broker") having its principal office at the address listed where Broker has executed this Agreement.

RECITALS

Lender is in the business of taking applications for residential mortgage loans secured by a first or subordinate lien on a one to four family dwelling (Mortgage Loan);

Broker is in the business of aiding and assisting applicants in pre-qualification for mortgage loans, choosing a mortgage product and completing applications and processing those applications on behalf of others; and

Broker desires to submit to Lender, from time to time, on a non-exclusive basis, applications for mortgage loans, such loans to be underwritten, (and if approved) closed and funded by Lender pursuant to the terms of this Agreement.

ARTICLE 1 ELIGIBLE LOANS; PRICING

1.1. MORTGAGE LOAN PROGRAMS. Lender shall from time to time distribute to Broker information with respect to the types of Mortgage Loan applications it is willing to accept along with the manner in which Mortgage Loans may be transmitted. For purposes of this Agreement the term "submits" shall have the same meaning as the term "Register." Lender will accept only those Mortgage Loan applications eligible for the Mortgage Loan Programs offered by Lender. Broker will be entitled to have Mortgage Loan applications processed only upon submission to Lender of such additional information and documents as required by Lender. Broker acknowledges that Lender reserves the right to alter, add, or delete Mortgage Loan Programs from time to time and Broker accepts responsibility for knowing which Mortgage Loan Programs are offered by Lender at any given time. Broker shall be responsible for assuring that each Mortgage Loan application submitted complies with all the terms and conditions of Lender's Mortgage Loan Program at the time Broker submits the Mortgage Loan application with the Lender.

1.2. MORTGAGE LOAN PRICING. Lender shall issue to Broker, on a periodic basis, pricing information ("Pricing Sheet") applicable to Mortgage Loan Programs it offers. Such pricing information is subject to change without notice. Broker shall comply with the guidelines contained in the Pricing Sheet concerning documentation, interest rates and lock-ins which apply to the particular Mortgage Loan Program offered by Lender.

ARTICLE 2 DUTIES OF BROKER

2.1. TAKING OF APPLICATIONS/ DISCLOSURES. Broker shall take applications for Mortgage Loans at its offices in its own name through its employees. Broker shall provide to each person or persons who submits an application that is to be submitted to Lender, contemporaneously with the taking of the application, broker disclosure(s) that comply with applicable laws. Broker may not submit third party originations to Lender under this Agreement.

2.2. REGISTRATION; APPLICATION. Broker shall submit each Mortgage Loan application with Lender in a manner to be communicated to the Broker by the Lender, from time to time. Such methods of communication may include, but are not limited to, electronic, facsimile or written. Broker shall submit for each Mortgage Loan application to Lender the fully completed broker disclosure(s) which have been signed by the applicant and the broker, as required; and such credit, financial and other information as set forth by the Lender from time to time. Broker shall assist Lender in obtaining any additional information needed by Lender or to otherwise facilitate the underwriting and closing of the Mortgage Loan.



2.3. PERFORMANCE OF BROKER SERVICES. In addition to taking the information from applicant, filling out the application and providing and explaining the broker disclosure(s), Broker shall, for every loan, perform services, including, but not limited to, the following services:

- (a) analyzing the applicant's income and debt and pre-qualifying the prospective applicant to determine the maximum Mortgage Loan that the prospective applicant can afford;
- (b) educating the applicant in the home buying and financing process, advising the applicant about the different types of loan products available, and demonstrating how closing costs and monthly payments would vary under each product;
- (c) collecting financial information (e.g., tax returns, bank statements) and other related documents that are part of the application process;
- (d) initiating/ordering VOEs (verifications of employment) and VODs (verifications of deposits);
- (e) initiating/ordering requests for mortgage and other loan verifications;
- (f) initiating/ordering appraisals;
- (g) initiating/ordering inspections or engineering reports;
- (h) providing disclosures (Truth in Lending, Good Faith Estimate, others) to prospective applicants as required by applicable laws;
- (i) assisting applicants in understanding and addressing credit problems;
- (j) maintaining regular contact with applicants, real estate agents, and Lender between application and closing to apprise them of the status of the application and to gather any additional information as needed;
- (k) ordering legal documents (e.g., title reports);
- (l) determining whether the property is located in a flood zone or ordering such service;
- (m) participating in the loan closing;
- (n) analyzing the information provided by applicant and confirming that the applicant's application complies with applicable laws; and
- (o) providing such other services as may be required by a particular loan transaction.

2.4. BROKER COMPENSATION. Any fee payable to Broker for its provision of goods, services or facilities for certain Mortgage Loans, shall be paid in accordance with the terms of this Agreement and applicable law, and only in connection with a particular Mortgage Loan, if each of the following conditions is met:

- (a) Broker has actually provided necessary goods, services and/or facilities in connection with the Mortgage Loan;
- (b) Broker is in compliance with all applicable federal, state and local laws and regulations and all of the terms of this Agreement and has submitted fully executed copies of all required disclosures with the Mortgage Loan application;
- (c) Broker has submitted an executed Mortgage Loan origination agreement between Broker and applicant that satisfies the requirements of applicable law;
- (d) with respect to each application, Broker and applicant have completed and executed a Good Faith Estimate ("GFE") which complies with the Real Estate Settlement Procedures Act and contains all applicable fees and charges and itemizes the dollar amount of compensation that will be paid to the Broker. Lender shall rely on Broker GFE in completing its own GFE. Broker's compensation may not be greater than the amount set forth in the Broker completed GFE;
- (e) Broker has performed, at a minimum, any services required under Section 2.3 of this Agreement; and
- (f) any lender-paid compensation, when combined with other applicant paid compensation in connection with the origination of the Mortgage Loan, shall not be greater than that allowed under applicable state, federal and local law. Total compensation earned by Broker from all sources will constitute a reasonable payment for the goods, facilities and services actually provided by the Broker and Broker will not retain duplicative payments for any of those goods, fees or services.

2.5. COMMUNICATIONS WITH APPLICANT. Broker shall be responsible for all communications with applicants. Broker shall promptly deliver to such applicants any documents prepared by Lender and intended for delivery to applicants regardless of the manner in which such documents are delivered to the Broker.

2.6 LOAN RESCISSION, REIMBURSEMENT OF FEES. If Broker has collected any fees from an applicant, including any fees payable to a third party, in connection with a Mortgage Loan that is rescinded by the applicant pursuant to applicable state or federal law or regulation, Broker shall promptly refund all such fees that are required to be refunded to the applicant.



2.7. ASSIGNMENT. Upon request of Lender, the Broker shall immediately assign, transfer and convey all of its rights, title and interest in the Mortgage Loan file and any and all of its contents.

ARTICLE 3 DUTIES OF LENDER

3.1. UNDERWRITING OF REGISTERED MORTGAGE LOANS. Lender or its agent shall underwrite every Mortgage Loan application in accordance with the terms of this Agreement. Lender shall have no obligation to approve or close a Mortgage Loan which in its sole discretion does not meet Lender's underwriting requirements. In making its determination, Lender expressly disclaims any conclusions Broker may draw as to the general quality or acceptability of the Mortgage Loan application. Lender retains sole and absolute discretion to reject any Mortgage Loan application which does not comply with the terms and conditions of this Agreement, or for any reason whatsoever (except any reason prohibited by Law), and to set the terms and conditions of any approval of a Mortgage Loan application. Lender shall notify Broker of the disposition of a Mortgage Loan application. Broker may not represent that Lender has approved or will approve any Mortgage Loan application until Lender informs Broker in writing that it has done so. If Lender declines any Mortgage Loan application, Broker shall notify the applicant promptly upon receipt of notice of Lender's decision and deliver the required adverse action notice to the applicant in accordance with applicable state, federal and local laws. Broker shall also maintain evidence that the adverse action notice was received by applicant; provided, however, that Broker shall not be required to notify the applicant of Lender's declination in any case where another lender has committed to originate the Mortgage Loan. Lender will have no obligation or liability to Broker for any Mortgage Loan which is not closed by Lender nor for any delays in the processing of any Mortgage Loan applications.

3.2. CLOSING OF MORTGAGE LOANS. Lender shall proceed to the closing of the Mortgage Loan under the terms and conditions of its approval. **Lender shall prepare the closing package and close the Mortgage Loan in its name and with its own funds.**

ARTICLE 4 GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF BROKER

As an inducement to Lender to enter into this Agreement and to consummate the transactions contemplated hereunder, Broker makes the following representations, warranties and covenants to Lender and any successor in interest to Lender under this Agreement as of the date hereof and as of each and every date Broker submits a Mortgage Loan application to Lender. Lender shall be deemed to have relied on such representations, warranties and covenants, regardless of any independent investigation it may have made or may hereafter make.

4.1. DUE ORGANIZATION; GOOD STANDING. Broker is duly organized, validly existing and in good standing (in the case of a corporation or limited liability company) under the laws of the state governing its creation and existence during the time of its activities with respect to the origination and closing of the Mortgage Loans subject to this Agreement.

4.2. AUTHORITY AND CAPACITY. Broker has all power, authority and capacity legally required to enter into this Agreement and to perform the obligations required of it hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, have been duly and validly authorized by all necessary action legally required. This Agreement constitutes a valid and legally binding Agreement of Broker enforceable in accordance with its terms.

4.3. EFFECTIVE AGREEMENT; NO CONFLICTS. The execution, delivery and performance of this Agreement by Broker, its compliance with the terms hereof and consummation of the transactions contemplated hereby will not violate, conflict with, result in a breach of, give rise to any right of termination, cancellation or acceleration under, constitute a default under, be prohibited by or require any additional approval under its articles of incorporation (in the case of a corporation), bylaws, partnership agreement or other applicable organizational documents or any instrument or agreement to which it is a party or by which it is bound, or any Law, or any judicial or administrative decree, order, ruling or regulation, applicable to it.

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4.4. COMPLIANCE WITH LAWS. Broker has complied, and shall comply, both in the conduct of business generally, and in its origination of each Mortgage Loan, with all Laws, including, without limitation upon the generality of the foregoing, the Equal Credit Opportunity Act (“ECOA”) and Regulation B, including without limitation its requirements relating to nondiscrimination; the Truth-in-Lending Act, and Regulation Z; RESPA, and Regulation X; and state and local laws and regulations governing mortgage lending and mortgage brokerage. Broker represents and warrants that no Mortgage Loan is a High Cost Loan as that term is defined by the Home Ownership and Equity Protection Act (“HOEPA”) or similar federal, state or local law, and the Mortgage Loan does not fall into any other classification under state law which is not eligible for purchase. Broker further represents and warrants that it is properly licensed in all jurisdictions where required for the origination of Mortgage Loans as provided for in this Agreement and agrees to maintain all applicable licenses and approvals in good standing during the term of this Agreement.

4.5. NOTICE OF THREATENED ACTIONS. Broker has not been issued any administrative order, Cease and Desist decree or been the subject of regulatory action. Broker shall immediately advise Lender in writing of any inquiry, material complaint or pending or threatened action, by way of a proceeding or otherwise, to revoke or limit any license, permit, authorization or approval issued or granted by any federal, state or local government or quasi-governmental body, or any agency or instrumentality thereof, necessary for Broker to conduct its business, or to impose any penalty or other disciplinary sanction in connection therewith, or any other sanction that would materially affect Broker’s business. In addition, in the event Broker receives any letter, notice, or other writing (“Notice”) from any regulatory agency with respect to any Mortgage Loan application registered with Lender, Broker shall advise Lender immediately of such Notice and deliver a copy of the Notice to Lender. Broker further warrants that no material complaints have been filed against Broker alleging unfair and deceptive practices and/or violations of Consumer Protection Laws and will notify Lender immediately in the event of any such occurrence.

4.6. LITIGATION. Except as previously disclosed in writing to and acknowledged in writing by Lender, Broker is not party to (a) any pending, or, to Broker’s knowledge, threatened litigation as a defendant involving fraud, misrepresentation, violation of any state or federal lending laws or regulatory compliance, (b) any claims by applicants, or (c) any negative investor or regulatory finding through audits or examinations.

4.7. NO UNTRUE OR MISLEADING STATEMENTS. No representation, warranty or written statement made by Broker to Lender in this Agreement or in any schedule, written statement or document furnished to Lender in connection with the transactions contemplated hereby contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

4.8. INSURANCE. Unless otherwise agreed to in writing, Broker possesses and shall maintain, at no expense to Lender, during the term of this Agreement, fidelity bond coverage and errors and omissions insurance, and shall furnish evidence of such coverage upon request of Lender. Such policies shall be in reasonable amounts, with acceptable standard coverages, satisfactory to Lender. Broker shall notify Lender of changes thereto or cancellations thereof.

4.9. BUSINESS INFORMATION. Broker shall furnish to Lender and its representatives any necessary information and data concerning the affairs of Broker, as Lender may reasonably request, including without limitation information regarding the status of its licenses, permits, authorizations and approvals necessary for the conduct of its business as well as copies of such documents. Broker shall furnish, annually as requested by Lender, copies of financial statements, the type and sufficiency of which shall be determined by Lender in its sole discretion, together with such other information bearing upon Broker’s financial condition as Lender may reasonably request.

4.10. ABILITY TO PERFORM. Broker represents that it employs or will employ a sufficient number of knowledgeable and capable individuals to perform the services required by this Agreement.

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**ARTICLE 5
REPRESENTATIONS, WARRANTIES AND COVENANTS AS TO MORTGAGE LOANS**

As further inducement to Lender to enter into this Agreement and to consummate the closing and funding of Mortgage Loans hereunder, Broker makes the below referenced representations, warranties and covenants. Each of the following representations and warranties (a) applies to any and all Mortgage Loans applications by Broker to Lender and funded by Lender, (b) is for the benefit of Lender and its successors and assigns, (c) continues in full force and effect for so long as the Mortgage Loan remains outstanding and for such time that Lender is subject to any risk of loss or liability as to any Mortgage Loan application submitted by Broker, (d) is deemed to have been relied on by Lender, regardless of any independent investigation it may have made or may hereafter make, and (e) is in addition to any other specific representations or warranties contained elsewhere herein.

5.1. COMPLIANCE WITH LAWS. As of the date each Mortgage Loan is funded by Lender, the Mortgage Loan will comply with all applicable federal, state and local laws and regulations.

5.2. COMPLIANCE WITH LENDER POLICIES AND PROCEDURES. The origination of the Mortgage Loan complies in all respects with the terms of this Agreement. Each Mortgage Loan application submitted was originated by Broker and not by a third party. All applications for Mortgage Loans and all Mortgage Loan Documents and information and documentation submitted in connection with such applications have been prepared and/or completed in accordance with applicable law and all information provided by each of applicant and Broker in such applications, Mortgage Loan documents, or other documents are true and correct in all respects and do not fail to disclose any facts which could be material or which would make such information misleading. All broker compensation has been fully disclosed to applicant in compliance with applicable laws. The applicant has executed and received a copy of the broker disclosure(s) as required by applicable law and there are no disputes with respect to Broker's compensation in connection with the origination or closing of the Mortgage Loan.

5.3. FACTUAL DISCLOSURE. With regard to all Mortgage Loans submitted to Lender hereunder, all facts relating to any Mortgage Loan transaction which are known or should be known to Broker which may adversely affect the value of the Mortgaged Property, the credit, character or capacity of the applicant, the validity of the Mortgage, or any other aspect of the transaction have been disclosed in writing to Lender.

5.4. NO ADVERSE CIRCUMSTANCES. There are no circumstances or conditions with respect to any Mortgage Loan, Mortgaged Property, applicant or applicant's credit standing that reasonably could be expected to cause third party investors to regard any Mortgage Loan as an unacceptable investment, cause any Mortgage Loan to become delinquent or adversely affect the value or marketability of the Mortgage Loan.

5.5 NO OTHER AGREEMENTS. Except as otherwise permitted by Lender, Broker has not made, directly or indirectly, any payment on the Mortgage Loan, the Mortgage Loan application, or any fee paid for goods and services rendered in connection with the origination and closing of the Mortgage Loan, or on any other loan of applicant from any other person or entity. Broker has also not made any agreement with any applicant providing for any variation of the Note rate, schedule of payment or other terms and conditions of the Mortgage Loan; and Broker has not received a request for approval of or notice of any proposed assumption, loss draft or payoff of the Mortgage Loan.

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ARTICLE 6 RESPONSIBILITY FOR FRAUD/EARLY REFINANCE OR PAYMENT DEFAULT

Broker shall not submit any Mortgage Loan application or other Mortgage Loan document containing false or misrepresented information. Broker shall be responsible for all actions taken in the course of its performance of its obligations under this Agreement, whether performed by Broker, its employees or licensees, or the applicant, or any other third party involved in the origination of the Mortgage Loan. Broker shall indemnify Lender if fraud or misrepresentation has occurred in the origination of such Mortgage Loan. Broker understands and agrees that in the event Lender reasonably believes misrepresentations or fraud (e.g. instances of misstatements and/or inconsistencies generated either by the Broker or with the Broker's knowledge) exists in a Mortgage Loan application or Mortgage Loan document, Lender may report such misrepresentation or fraud to the appropriate state and federal regulatory authorities, law enforcement agencies, and fraud databases. Broker acknowledges the importance of Lender's right and necessity to disclose such information. Broker waives any and all claims for liability, damages and equitable or administrative relief in connection with Lender's disclosure of such information.

Cure or Purchase Obligation. Upon discovery of any evidence of fraud or misstatement of material fact in the origination of a Loan that Broker submitted to AHMC, or breach of any term or condition contained in this Agreement, AHMC shall notify Broker and Broker shall have the opportunity to correct or cure such defect or breach within the time prescribed by AHMC to the sole satisfaction of AHMC. If, after receiving such notice, Broker is unable to correct or cure such defect within the prescribed time, then within thirty (30) calendar days from receipt by Broker of such notice, Broker shall either, (a) purchase such defective Loan at the purchase price required by AHMC; (b) agree to such other remedies, the effects of which will cure such defect, including but not limited to additional indemnification; or (c) refund any portion of the Loan purchase price, such refund to be in an amount that is sufficient to reimburse AHMC for any and all losses attributed to the defective Loan.

Early Refinance. In the event that Broker solicits the refinance of a Loan previously funded by AHMC within one hundred and eighty (180) days of the funding date by AHMC, Broker shall repay AHMC, within thirty (30) days, any premium or similar amounts paid to Broker by AHMC at the time of original purchase and/or funding of the Loan.

Early Payment Default. In the event the first payment due AHMC is not received by AHMC, whether from the borrower directly or forwarded by Broker if the borrower has submitted the payment to Broker, by the last day of the month in which it is due, and, in addition, at any time within the first six months after the Loan has been purchased by AHMC, the Borrower is 90 days delinquent with respect to a monthly payment. For this purpose a Borrower shall be considered to be 90 days delinquent on a monthly payment if it is not received by AHMC by the last day of the third month, regardless of the number of days in the month. For example, if the borrower has not made his/her January payment by the last day of March, the Borrower shall be considered 90 days delinquent with respect to the January payment. Broker shall not have the right to advance funds for or on behalf of a Borrower for any delinquent payment or to otherwise make funds available to any Borrower to avoid or cure a default by the Borrower. A payment for which AHMC deducted funds at the time it purchased the Loan from Broker shall not be considered the first payment due AHMC. Broker shall repay AHMC, within thirty (30) days, any premium or similar amounts paid to Broker by AHMC at the time of origination and/or funding of the Loan.

ARTICLE 7 INDEMNIFICATION

Broker shall indemnify, defend and hold Lender harmless against and in respect of, and shall reimburse Lender for any and all losses, liabilities, claims, damages, costs including without limitation attorneys' fees and costs (including allocated costs of in-house counsel), and actions suffered or incurred by Lender which arise out of, result from or relate to:

(a) the breach by Broker of any covenant, condition, term, obligation, representation or warranty contained in this Agreement, or in any written statement or certificate furnished by Broker pursuant to this Agreement, including, without limitation, those arising from any improper origination or processing of Mortgage Loans; or any material act or omission of Broker or any employee or agent of Broker which adversely affects any Mortgage Loan registered with and funded by Lender hereunder. Without limiting the foregoing, Broker's obligations under this Article 7 shall include costs and expenses associated with Lender's efforts to enforce this Agreement. In all actions with third parties in which Lender has the right to be indemnified hereunder, Lender 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.

ARTICLE 8 TERM; TERMINATION

8.1. TERM. The term of this Agreement shall commence as of the date hereof and shall extend until the termination of this Agreement pursuant to this Article.

8.2. TERMINATION. Broker acknowledges that Lender may with or without cause terminate Broker's participation in Lender's wholesale lending program, at any time, immediately upon providing written notice at Lender's sole discretion. Broker and Lender agree that this Agreement does not constitute an obligation or commitment of Broker to submit or deliver any specific loan, or of Lender to approve or fund any specific loan or loans under Lender's wholesale program. Such termination shall not in any respect change or modify the obligations of the parties with respect to (a) loan applications which have been submitted to Lender pursuant to Article 2 prior to the date of termination (except in the case of fraud) or (b) Broker's obligations under this Agreement accruing prior to the date of termination.

8.3. SURVIVAL. All of Broker's representations and warranties in Articles 4 and 5 and obligations of indemnification in Article 7, and of non-solicitation in Article 9.6, shall survive any termination of this Agreement, and shall be fully applicable whether or not Lender relies thereon or has knowledge of any facts at variance therewith.

ARTICLE 9 MISCELLANEOUS

9.1. ASSIGNMENT. Lender shall have the right to assign or transfer this Agreement and its duties, obligations or rights hereunder. Broker may not assign, transfer or subcontract any of its duties, obligations or rights under this Agreement without Lender's prior written consent. A change in the ownership of, or merger or consolidation of Broker, or sale by Broker of substantially all of its assets, shall be considered an assignment for purposes of this Agreement. In the event Lender assigns any of its rights in the Mortgage Loans closed hereunder, such assignee shall have the same rights as Lender with respect to this Agreement.

9.2. NOTICES. Any notice or demand shall be in writing and shall be deemed to have been given if either served personally or sent by prepaid, registered or certified mail, return receipt requested, or by overnight courier. Notices shall be addressed to each party as indicated on the page of this Agreement where such party has executed this Agreement. Either party may give notice of its change of address by written notice to the other. Nothing in this paragraph shall be interpreted to restrict Lender's right to modify Lender's underwriting guidelines, or to publish such modifications in writing or by electronic means including, but not limited to, transmission by telecopier or posting to the Lender website.

9.3. BOOKS AND RECORDS. Broker shall prepare and maintain files of Mortgage Loans in accordance with applicable guidelines established in the industry and applicable law. Broker will cooperate with Lender in the investigation of any claim and assist in the defense of any lawsuit arising out of the obligations of the parties under this Agreement. In addition, Broker will cooperate with Lender, its auditors and/or regulatory examiners in any audit of Lender and in any regulatory examination of Lender.

9.4. RELATIONSHIP OF PARTIES. Neither party is the partner, agent, employee or representative of the other and nothing in this Agreement shall be construed or deemed to create a partnership, joint venture, agency or employment relationship between Lender and Broker. Broker shall conduct business in its own name and not in Lender's name. Broker shall not represent that its office is an office, branch or agent of Lender or in any other way connected with Lender. Broker shall have no authority to sign any documents in behalf of Lender. Broker shall be responsible for its overhead and operations costs, payroll costs and all other costs.

9.5. 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 Broker's entering into this Agreement with Lender, 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.



9.6. CONFIDENTIALITY. Broker agrees that information concerning Lender's business (including that of all corporate affiliates) is "Confidential Information" and proprietary and shall be maintained in confidence and not disclosed, used, duplicated, published, disseminated or otherwise made available except as described in this section. Confidential Information may include, without limitation, pricing sheets, lists of, or other information relating to and identified with customers, former or prospective customers or applicants, trade secrets, confidential and proprietary methods, techniques, processes, applications approaches, and other information of Lender in various forms, which information is used or is useful in the conduct of Lender's business including Lender's origination, purchase, and sale of mortgage products and the subject matter of this Agreement. Broker may use Confidential Information of Lender only in connection with performance under this Agreement. Except as described in this Agreement, the parties shall not copy Confidential Information or disclose Confidential Information to persons who do not need Confidential Information in order to perform under this Agreement. Broker shall maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration or destruction of Confidential Information. Confidential Information shall be returned to Lender upon termination of this Agreement. Confidential Information does not include information that is generally known or available to the public or that is not treated as confidential by the party claiming such information to be confidential, provided, however, that this exception shall not apply to any publicly available information to the extent that the disclosure or sharing of the information by one or both parties is subject to any limitation, restriction, consent, or notification requirement under any applicable federal or state information privacy law or regulation then in effect. In the event it is necessary for Broker to disclose Confidential Information to a third party in order to perform Broker's duties hereunder and Lender has provided Broker with written authorization to do so, Broker shall disclose only such Confidential Information as is necessary for such third party to perform its obligations to Broker. If requested by Lender any employee, representative, agent or subcontractor of Broker shall enter into a non-Disclosure agreement with Lender to protect the Confidential Information of Lender. A breach of Broker's confidentiality obligations may cause Lender to suffer irreparable harm in an amount not easily ascertained. The parties agree that such breach, whether threatened or actual, will give the Lender the right to obtain equitable relief (i.e., obtain an injunction to restrain such disclosure or use without the requirement of posting a bond), and pursue all other remedies Lender may have at law or in equity. Broker agrees it shall not, directly or through any affiliate, disclose to any nonaffiliated third party any nonpublic personal information about consumers or customers of the Allied, other than carry out the purposes for which the Lender disclosed the information or as otherwise permitted by Title V of the Gramm-Leach-Bliley Act.

9.7. ADVERTISING AND TRADEMARK. Broker shall not engage in any form of advertising whatsoever utilizing either the name of Lender or any subsidiary or affiliate of Lender or any of the product names, trade names, symbols or trademarks of any of Lender's loan products, unless specifically licensed in writing to do so.

9.8. ENTIRE AGREEMENT. This Agreement contains the entire Agreement between the parties and supersedes all prior agreements and understandings with respect to the subject matter hereof.

9.9. MODIFICATION AND WAIVER. No termination, cancellation, modification, amendment, deletion, addition or other change in this Agreement, or any provision hereof, or waiver of any right or remedy herein provided, shall be effective for any purpose unless specifically set forth in writing signed by an authorized officer of the party or parties to be bound thereby. The waiver of any right or remedy in respect of any one occasion shall not be deemed a waiver of such right or remedy in respect of such occurrence or event on any other occasion. Nothing in this paragraph shall be interpreted to restrict Lender's right to modify the Agreement as provided for elsewhere in this Agreement or to publish such modifications in writing or by electronic means including, but not limited to, posting to the Lender website.

9.10. MODIFICATION OF OBLIGATIONS. Lender may, without any notice to Broker, extend, compromise, renew, release, modify, adjust or alter, by operation of law or otherwise, any of the obligations of a applicant or other persons obligated under a Mortgage Loan without releasing or otherwise affecting the obligations of Broker with respect to such Mortgage Loan or otherwise under this Agreement.

9.11. SURVIVAL OF PROVISIONS. If any of the terms or provisions of this Agreement are for any reason whatsoever held invalid, then such terms or provisions will be deemed severable and shall in no way affect the validity or enforceability of such remaining provisions and terms, all of which shall remain in full force and effect. All of the covenants, agreements, representations and warranties made herein by the parties hereto shall survive and continue in effect after the termination of the Agreement or the consummation of the transactions contemplated hereby.



9.12. GOVERNING LAW; JURISDICTION. This Agreement shall be governed by, and construed and enforced in accordance with, applicable federal law and the laws of the State of Texas. Any action arising out of this Agreement or the transactions contemplated hereby may be instituted in any state or federal court located in Harris County, Texas. Further, each party expressly waives any objection which such party may have to the laying of venue of any such action, and irrevocably submits to the jurisdiction of any such court and agrees to be fully bound by any final unappealed decision of those courts.

9.13. 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

9.14. HEADINGS. The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

9.15. GOOD FAITH DEALING. The parties hereto agree to deal in good faith with each other at all times.

9.16. 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.

9.17. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

9.18. BROKER CONSENT. Approval of a broker application by Lender and execution of this Agreement by both parties are required prior to participation in Lender's wholesale lending program. Broker and its owners, officers and employees are subject to a background check as part of Lender's application review process and on-going monitoring of brokers participating in Lender's wholesale lending program. These checks may be performed by Lender, its subsidiaries and affiliates, or in whole or in part by a third party service provider ("Service Provider") on Lender's behalf. Broker acknowledges that, as part of Lender's application review process, Lender will receive for its review and verification a broker application provided by Broker to Lender or Service Provider, and that either or both of Lender and Service Provider may perform due diligence reviews of the broker application. Broker hereby consents to this review process and to Lender's use of the Broker application and related materials (the "Broker Package") as described herein and authorizes Lender, its subsidiaries and affiliates, or Service Provider to verify any information contained in the Broker Package with the sources referenced therein. Broker further authorizes Lender to consult such other sources, and perform such additional due diligence as Lender deems necessary, in its sole discretion, to evaluate Broker's application and continuing qualification for participation in Lender's wholesale lending programs. Broker hereby gives its express consent to receive facsimile transmissions (hereafter referred to as "faxes") from Lender and its employees, parents, subsidiaries, affiliates, agents and/or assigns (hereafter collectively referred to as "Lender"), including, but not limited to, those faxes that may constitute advertisements of the various loan programs, products and/or services offered from time to time by Lender. This consent to receive faxes shall apply to the telephone facsimile numbers listed below. This consent shall remain in effect until it is revoked in a writing delivered to Lender at the address contained in this Agreement. Broker also agrees that should it access any of Lender's Mortgage Loan Programs electronically that it will be subject to any separate Terms and Conditions contained on Lender's internet site.

9.19. RELEASE OF LIABILITY. Broker hereby discharges and releases Lender, its parent companies, subsidiaries and affiliates, and their present and future directors, officers, employees, attorneys, and agents, and the successors and assigns of any of the foregoing, of and from any and all claims, demands, actions, causes of action, suits, damages, attorneys' fees, costs and expenses of suit, liabilities and judgments of whatsoever kind (a "Claim"), by reason of any act or omission relating to Lender's or Service Provider's use of the Broker Package or verification of any information contained therein. Broker further indemnifies and agrees to defend and hold Lender harmless with respect to any Claim made by any past, present or future owner, officer, or employee of Broker with respect to such use or verification.



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

BROKER NAME: (if licensed as an individual) _____

COMPANY NAME: (if licensed as Company) _____

Physical Address:

Mailing Address (if different from Physical Address):

Facsimile Numbers: _____

Authorized Signature: _____

Printed Name

Title

Signature Requirements:

Corporation, LLC, or LLP – CEO, CFO, VP, SVP, EVP, or Corporate Secretary

Sole Proprietor – Owner, Principal, Proprietor, Sole Owner

Partnership – Managing Member, Partner, Owner

LENDER: Allied Home Mortgage Corporation

6110 Pinemont

Houston, TX 77092

Attention: Broker Approval Dept.

Fax 713.353.0400

Lender Signature: _____

By: _____ Title: _____



ADDENDUM FOR FHA SPONSORSHIP

To be complete by all Loan Correspondents



ADDENDUM FOR FHA SPONSORSHIP

This Addendum for FHA Sponsorship ("Addendum") supplements, amends and is made part of the Wholesale Broker Agreement ("Agreement") between Allied Home Mortgage Corporation ("Lender") and _____ ("Broker"). Capitalized terms not defined herein shall have the same meaning as defined under the terms of the Agreement.

WHEREAS, Broker wishes to originate Mortgage loan application packages for mortgage loans insured by the Department of Housing and Urban Development ("HUD") through the Direct Endorsement Program under Section 203(b) of the National Housing Act of 1934 ("Insured Mortgage Loans" or "FHA Loans"); and

WHEREAS, Lender agrees to act as Sponsor of Broker as a Loan Correspondent for the origination and processing of applications for such Insured Mortgage Loans; and

WHEREAS, Lender and Broker wish to define the conditions pursuant to which Lender is willing to sponsor Broker and to make available the funds necessary for Insured Mortgage Loans submitted to and accepted by Lender pursuant to the terms of the Agreement and this Addendum.

NOW, THEREFORE, Lender and Broker hereby agree to the following:

1. FUNDING AGREEMENT. Broker shall process and submit to Lender applications for Insured Mortgage Loans to be underwritten by Lender, all in accordance with the provisions specified in the Agreement and any applicable FHA loan regulations as may be amended from time to time. Lender agrees to fund Insured Mortgage Loans which meet Lender's then-current underwriting criteria and which meet all requirements for insurance under HUD's Direct Endorsement program. Approved Insured Mortgage Loans must be underwritten and closed in Lender's name in accordance with applicable Federal, State, and Local laws, rules, regulations and other requirements. Provided all such conditions are met, at the closing of the Insured Mortgage Loan, Lender shall advance to the closing agent the amount necessary to fund the Insured Mortgage Loan.

2. BROKER REPRESENTATIONS AND WARRANTIES. In addition to the Broker representations and warranties in the Agreement, Broker hereby makes the following representations and warranties to Lender. Lender shall be deemed to have conclusively relied on the representations and warranties, regardless of any independent investigation Lender may have made or may hereafter make:

(A) Broker has the power, authority and legal right to make, deliver and perform under this Addendum, and all of the transactions contemplated hereunder; and has taken all necessary action to authorize, execute, deliver and perform under this Addendum. The execution of this Addendum has been duly authorized and executed by Broker and is, or upon delivery will be, a legal, valid and binding obligation of Broker enforceable in accordance with its terms, subject only to applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditor rights generally.

(B) Broker is authorized under applicable FHA regulations to originate FHA loans and has fully complied with all requirements, standards and guidelines under applicable FHA regulations as amended from time to time.

(C) Neither Broker, nor any officer, principal, or employee of Broker has been suspended, debarred, or issued a Limited Denial of Participation, and Broker remains in good standing with HUD. Broker remains eligible to participate under all FHA programs for which Broker will submit loans to Lender.

(D) Broker is authorized to act as Lender's Loan Correspondent solely for the purpose of originating and processing FHA Loans submitted to Lender for underwriting and funding by Lender. Broker has and will continue to comply with all of the requirements for approval by the Department of Housing and Urban Development ("HUD") as a Loan Correspondent mortgagee as set forth in 24 C.F.R. §§ 202 and 203, as amended from time to time, HUD Handbook 4060.1 REV-2, as updated by applicable Mortgagee Letters, and any other applicable HUD regulations, Handbooks, Mortgagee Letters, and guidelines.



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

(F) To the extent that the mortgage activities contemplated in this Addendum require federal, state or local licensing, registration or other approval, Broker has obtained such license, registration or approval and will maintain them in good standing at all times during the term of this Addendum.

(G) Broker has performed all loan origination functions with respect to processing applications for Insured Mortgage Loans to be underwritten by Lender, other than those which are authorized by HUD to be performed by third parties.

(H) Broker is authorized by HUD to originate and process applications for Insured Mortgage Loans in the jurisdiction where the property securing the Insured Mortgage Loan is located.

(I) Broker shall be responsible for the submission of all paperwork and payment of any application fees, annual fees and territorial fees that are required by HUD in order to obtain and maintain Broker's status as an authorized FHA Loan Correspondent Mortgagee in all territories in which properties securing Insured Mortgage Loans are located.

(J) Lender shall deduct from each FHA Loan's proceeds the mortgage insurance premium and shall forward to HUD such premium together with the completed mortgage insurance package. In the event that Broker receives from HUD the OTMIP Statement of Account, the MIC or a suspense letter with regard to the issuance of a MIC, Broker shall forward same to Lender immediately. Broker agrees to assist Lender in resolving any issues relating to the non-issuance or suspension of HUD insurance.

3. QUALITY REVIEW. Lender shall have the right to supervise or perform a quality control review of Broker's business activities related to the origination and processing of applications for Insured Mortgage Loans submitted by Broker to Lender pursuant to this Addendum. Broker will, upon request, provide Lender with any documentation, including but not limited to financial records and audit reports, which Lender considers necessary to verify Broker's compliance with federal and state requirements. Lender may, upon providing 5 days notice, conduct periodic on-site audits of Broker's business activities related to this Addendum. The audit will be conducted in compliance with normal and customary procedures and policies outlined by Lender or HUD or both Lender and HUD.

4. WITHDRAWAL OF HUD APPROVAL. Broker agrees to promptly notify Lender in the event that HUD terminates Broker as a Loan Correspondent for any reason, including the termination of the Broker's origination authority as a Loan Correspondent in any FHA jurisdiction in connection with HUD's Credit Watch Program, or in the event that a loan correspondent agreement entered into between Broker and another Sponsor is terminated for any reason.

5. INDEMNIFICATION. Broker agrees to indemnify, defend and hold Lender harmless from and against any claims, penalties, loss, cost or damage, including but not limited to, reasonable attorney's fees and expenses incurred by Lender (or any successor or assign), arising out of Broker's breach of the Agreement as amended by this Addendum, failure to comply with any federal or state requirements, including but not limited to HUD/FHA requirements, for qualification and approval as a Loan Correspondent for origination and processing of applications for Insured Mortgage Loans, or Broker's failure to comply with each of its obligations for maintaining its status as an approved Loan Correspondent. This indemnification obligation shall be in addition to any obligation to indemnify Lender pursuant to the Agreement and shall survive termination of the Agreement.

6. TERMINATION. Termination of the Agreement shall result in automatic termination of this Addendum. In addition, this Addendum may be terminated in writing at any time by either party upon 10 days written notice; provided, however, that in the event that Lender, in its sole discretion, deems Broker to be in breach of any of the representations and warranties made herein, Lender may immediately terminate this Addendum without prior notice to Broker. However, the termination of this Addendum shall not automatically terminate the Agreement. In the event of a termination of this Addendum, Lender and Broker shall promptly notify HUD of such termination.



7. ASSIGNMENT. Broker may not assign this Addendum.

In the event of a conflict between the terms of this Addendum and the Agreement, the terms of the Agreement shall control. Subject to the modifications set forth herein, all other terms, conditions, and provisions of the Agreement are affirmed, incorporated herein by reference and shall remain in full force and effect.

IN WITNESS HEREOF, this Addendum has been executed this _____ day of _____, 20__.

BROKER Name: _____

HUD Correspondent ID #: _____

Broker ID# (if already assigned): _____

Broker Address:

**ALLIED HOME MORTGAGE
CORPORATION**

Corporate
Officer/Principal
Name: _____

By: _____

Corporate
Officer/Principal
Signature:
Title: _____

Title: _____

Date: _____

Date: _____



ADDENDUM
PRINCIPAL-AUTHORIZED AGENT AGREEMENT

To be completed by all Non-Supervised Mortgagees
To be completed by all Supervised Mortgagees

ADDENDUM
PRINCIPAL-AUTHORIZED AGENT AGREEMENT

This Addendum ("Addendum") supplements, amends and is made part of the Wholesale Broker Agreement ("Agreement") dated _____ between Allied Home Mortgage Corporation ("Lender") and ("Authorized Agent"). Capitalized terms not defined herein shall have the same meaning as defined under the terms of the Agreement.

WHEREAS, Authorized Agent is an FHA approved Supervised Mortgagee or Non-Supervised Mortgagee and wishes to originate Mortgage loan application packages for mortgage loans insured by the Department of Housing and Urban Development ("HUD") through the Direct Endorsement Program under Section 203(b) the National Housing Act of 1934 ("Insured Mortgage Loans" or "FHA Loans"); and

WHEREAS, Lender desires to enter into a Principal-Authorized Agent relationship with the Authorized Agent for the origination, processing, underwriting and insuring of applications for such Insured Mortgage Loans; and

WHEREAS, Lender and Authorized Agent wish to define the conditions pursuant to which Lender is willing to make available the funds necessary for Insured Mortgage Loans submitted to and accepted by Lender pursuant to the terms of the Agreement and this Addendum.

NOW, THEREFORE, Lender and Authorized Agent hereby agree to the following:

1. DEFINITION OF BROKER. In each and every instance where the term .Broker. appears in the Agreement, if the Mortgage Loans being submitted to the Lender is an Insured Mortgage Loan originated under this Addendum - Principal-Authorized Agent Agreement, then such term shall be redefined to mean .Authorized Agent..

2. FUNDING AGREEMENT. Authorized Agent shall process and submit to Lender applications for Insured Mortgage Loans to be underwritten by Lender, all in accordance with the provisions specified in the Agreement and any applicable FHA loan regulations as may be amended from time to time. Lender agrees to fund Insured Mortgage Loans submitted to Lender by Authorized Agent which meet Lender's then-current underwriting criteria and which meet all requirements for insurance under HUD's Direct Endorsement program. Insured Mortgage Loans submitted by Authorized Agent must be underwritten and, if approved by Lender, closed in Lender's name in accordance with applicable Federal, State, and Local laws, rules, regulations and other requirements. Provided all such conditions are met, at the closing of the Insured Mortgage Loan, Lender shall advance to the closing agent the amount necessary to fund the Insured Mortgage Loan. Authorized Agent acknowledges that Lender will be responsible for submitting any required paperwork to insure the FHA Loans.

3. AUTHORIZED AGENT REPRESENTATIONS AND WARRANTIES. In addition to the Authorized Agent representations and warranties in the Agreement, Authorized Agent hereby makes the following representations and warranties to Lender as of the date of this Addendum and as of the date each Insured Mortgage Loan is closed pursuant to this Addendum. Lender shall be deemed to have conclusively relied on the representations and warranties regardless of any independent investigation Lender may have made or may hereafter make:

(A) Authorized Agent has the power, authority and legal right to make, deliver and perform under this Addendum, and all of the transactions contemplated hereunder; and has taken all necessary action to authorize, execute, deliver and perform under this Addendum. The execution of this Addendum has been duly authorized and executed by Authorized Agent and is, or upon delivery will be, a legal, valid and binding obligation of Authorized Agent enforceable in accordance with its terms, subject only to applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditor rights generally.

(B) Authorized Agent is authorized under applicable FHA regulations to originate FHA loans and has fully complied with all requirements, standards and guidelines under applicable FHA regulations as amended from time to time.

(C) Neither Authorized Agent, nor any officer, principal, or employee of Authorized Agent, has been suspended, debarred, or issued a Limited Denial of Participation, and Authorized Agent remains in good standing with HUD. Authorized Agent remains eligible to participate under all FHA programs for which Authorized Agent will submit applications for Insured Mortgage Loans to Lender.

(D) Authorized Agent is authorized to act as a Supervised Mortgagee or Non-Supervised Mortgagee. Authorized Agent has and will continue to comply with all of the requirements for approval by the Department of Housing and Urban Development ("HUD") as a Supervised Mortgagee or Non-Supervised Mortgagee as set forth in 24 C.F.R. §§ 202 and 203, as amended from time to time, HUD Handbook 4060.1 REV-2, as updated by applicable Mortgagee Letters, and any other applicable HUD regulations, Handbooks, Mortgagee Letters, and guidelines.

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

(F) To the extent that the mortgage activities contemplated in this Addendum require federal, state or local licensing, registration or other approval, Authorized Agent has obtained such license, registration or approval and will maintain them in good standing at all times during the term of this Addendum.

(G) Authorized Agent has performed all loan origination functions with respect to processing applications for Insured Mortgage Loans to be underwritten by Lender, other than those which are authorized by HUD to be performed by third parties.

(H) Authorized Agent is authorized by HUD to originate and process applications for Insured Mortgage Loans in the jurisdiction where the property securing the Insured Mortgage Loan is located.

(I) Authorized Agent shall be responsible for the submission of all paperwork and payment of any application fees, annual fees and territorial fees that are required by HUD in order to obtain and maintain Authorized Agent's status as authorized by FHA in all territories in which properties securing Insured Mortgage Loans are located.

(J) Lender shall deduct from each FHA Loan's proceeds the mortgage insurance premium and shall forward to HUD such premium together with the completed mortgage insurance package. In the event that Authorized Agent receives from HUD the OTMIP Statement of Account, the MIC or a suspense letter with regard to the issuance of a MIC, Authorized Agent shall forward same to Lender immediately. Authorized Agent agrees to assist Lender in resolving any issues relating to the non-issuance or suspension of HUD insurance.

4. LENDER REPRESENTATIONS AND WARRANTIES. Lender is a Non-Supervised Mortgagee which holds a valid origination approval agreement with HUD, is conditionally approved to participate in the Direct Endorsement program and meets the applicable net worth requirements established by HUD.

5. QUALITY REVIEW. Lender shall have the right to supervise or perform a quality control review of Authorized Agent's business activities related to the origination and processing of applications for Insured Mortgage Loans submitted by Authorized Agent to Lender pursuant to this Addendum. Authorized Agent will, upon request, provide Lender with any documentation, including but not limited to financial records and audit reports, which Lender considers necessary to verify Authorized Agent's compliance with federal and state requirements. Lender may, upon providing 5 days notice, conduct periodic on-site audits of Authorized Agent's business activities related to this Addendum. The audit will be conducted in compliance with normal and customary procedures and policies outlined by Lender or HUD or both Lender and HUD.

6. WITHDRAWAL OF HUD APPROVAL. Authorized Agent agrees to immediately notify Lender in the event that HUD terminates Authorized Agent as a Supervised Mortgagee or Non-Supervised Mortgagee, as applicable, for any reason, including the termination of the Authorized Agent's origination authority as Supervised Mortgagee or Non-Supervised Mortgagee, as applicable, in any FHA jurisdiction in connection with HUD's Credit Watch Program, or in the event that a principal and authorized agent agreement entered into between Authorized Agent and another lender is terminated for any reason.

7. INDEMNIFICATION. Authorized Agent agrees to indemnify, defend and hold Lender harmless from and against any claims, penalties, loss, cost or damage, including but not limited to, reasonable attorney's fees and expenses incurred by Lender (or any successor or assign), arising out of Authorized Agent's breach of the Agreement as amended by this Addendum, failure to comply with any federal or state requirements, including but not limited to HUD/FHA requirements, for qualification and approval as a Supervised Mortgagee or Non-Supervised Mortgagee for origination and processing of applications for Insured Mortgage Loans, or Authorized Agent's failure to comply with each of its obligations for maintaining its status as an approved Supervised Mortgagee or Non-Supervised Mortgagee. This indemnification obligation shall be in addition to any obligation to indemnify Lender pursuant to the Agreement and shall survive termination of the Agreement.

8. TERMINATION. Termination of the Agreement shall result in automatic termination of this Addendum. In addition, this Addendum may be terminated in writing at any time by either party upon 10 days written notice; provided, however, that in the event that Lender, in its sole discretion, deems Authorized Agent to be in breach of any of the representations and warranties made herein, Lender may immediately terminate Authorized Agent's authority to submit applications for Insured Mortgage Loans to Lender and Lender. obligation to fund any previously submitted applications, all without prior notice to Authorized Agent. However, such termination shall not automatically terminate the Agreement or Authorized Agent's obligations under this Addendum. In the event of a termination of Authorized Agent's authority to submit applications for Insured Mortgage Loans to Lender and Lender. obligation to fund any previously submitted applications under this Addendum, Lender and Authorized Agent shall promptly notify HUD of such termination.

9. ASSIGNMENT. Authorized Agent may not assign this Addendum.

In the event of a conflict between the terms of this Addendum and the Agreement, the terms of the Agreement shall control. Subject to the modifications set forth herein, all other terms, conditions, and provisions of the Agreement are affirmed, incorporated herein by reference and shall remain in full force and effect. Except as otherwise modified herein, all other terms of the Agreement remain in full force and effect.

IN WITNESS HEREOF, this Addendum has been executed this _____ day of _____, 20__.

BROKER Name: _____

Allied Home Mortgage Corporation

HUD Correspondent ID: _____

Broker ID#: _____

Broker Address: _____

**Corporate
Officer/Principal**

Name: _____

Corporate
Officer/Principal

Signature: _____ By: _____

Title: _____

Title:

Date: _____

Date:



FAIR LENDING POLICY STATEMENT

The management of Allied Home Mortgage Corporation is fully committed to the responsibility of compliance with Fair Lending laws. It is Allied Home Mortgage Corporation's intent that no individual is illegally discriminated against in any aspect of a lending transaction. It shall be the responsibility of all employees to fully implement this commitment through the conduct of their day to day business activities.

The United States Congress in 1974 established Fair Lending Laws to require that financial institutions and other firms engaged in the extension of credit exercise their responsibility to make that credit available with fairness, impartiality, and without discrimination on any prohibited basis. *The emphasis of fair lending is the measurement of the consistency by which an institutions credit policy is applied.*

As an equal opportunity lender, Allied Home Mortgage Corporation invites all individuals to apply for and use our credit services. We will not discourage a person from submitting an application for credit. We are committed to lending fairly within and outside our delineated communities including low and moderate income neighborhoods. It is our commitment to accept, consider, and review applications in a consistent manner and in accordance with established underwriting policies and procedures.

There are two primary laws governing fair lending, The Fair Housing Act (Title VIII of the Civil Rights Act of 1968) and The Equal Credit Opportunity Act (ECOA), known to bankers as Regulation B of 1974. The Fair Housing Act prohibits discrimination in housing, including the financing and insuring of housing transactions. The Equal Credit Opportunity Act forbids discrimination in all lending, and includes real estate loans.

The Banking Regulatory agencies have reemphasized prohibitions against discrimination by additional scrutiny of the Company's practice in this area of law as well as certain other laws. In response to the agencies' Joint Policy Statement on Fair Lending, the Company has adopted proactive measures and continues to reinforce its commitment to Equal Credit Opportunity and Fair Lending.

Allied Home Mortgage Corporation's Compliance Department under the supervision of the Legal Department shall be responsible for maintaining this Fair Lending Policy, which provides for ongoing compliance with Fair Lending Laws. The Compliance Department shall also perform a periodic analysis of Fair Lending performance and implement prompt corrective action in the event of the discovery of any deficiencies. This Fair Lending Compliance Policy may be amended from time to time to implement changes to Fair Lending laws, or to reflect changes in the Allied Home Mortgage Corporation's Fair Lending Program.

MORTGAGE FRAUD IS INVESTIGATED BY THE FBI



Mortgage Fraud is investigated by the Federal Bureau of Investigation and is punishable by up to 30 years in federal prison or \$1,000,000 fine, or both. It is illegal for a person to make any false statement regarding income, assets, debt, or matters of identification, or to willfully overvalue any land or property, in a loan and credit application for the purpose of influencing in any way the action of a financial institution.

Some of the applicable Federal criminal statutes which may be charged in connection with Mortgage Fraud include:

- 18 U.S.C. § 1001 - Statements or entries generally
- 18 U.S.C. § 1010 - HUD and Federal Housing Administration Transactions
- 18 U.S.C. § 1014 - Loan and credit applications generally
- 18 U.S.C. § 1028 - Fraud and related activity in connection with identification documents
- 18 U.S.C. § 1341 - Frauds and swindles by Mail
- 18 U.S.C. § 1342 - Fictitious name or address
- 18 U.S.C. § 1343 - Fraud by wire
- 18 U.S.C. § 1344 - Bank Fraud
- 42 U.S.C. § 408(a) - False Social Security Number

Unauthorized use of the FBI seal, name, and initials is subject to prosecution under Sections 701, 709, and 712 of Title 18 of the United States Code. This advisement may not be changed or altered without the specific written consent of the Federal Bureau of Investigation, and is not an endorsement of any product or service.



**Allied Home Mortgage Corporation
Loan EZ Access Account Request Form**

Company Name: _____

Company Address: _____

Company Phone: _____

Allied Home Mortgage Corporation Broker ID #: _____
Accounts being requested:

Broker Manager _____

Broker Administrator _____

Loan Officer

Name (First Last): _____
Phone Number: _____
Email Address: _____

Loan Officer

Name (First Last): _____
Phone Number: _____
Email Address: _____

Loan Officer

Name (First Last): _____
Phone Number: _____
Email Address: _____

Loan Officer

Name (First Last): _____
Phone Number: _____
Email Address: _____

See attached list for additional members requiring Portal Access Accounts. The list must contain one of the three designations for each name, first and last name, phone number and email address.

I agree that the requested accounts will be used in accordance with the signed Broker Wholesale Agreement and the Terms & Conditions governing access and use of Allied Home Mortgage Capital's Broker Loan EZ Portal and any underlying access system:

Name: _____
Title: _____

Signature: _____



For Internal Use Only:

Vendor Approval Review Date: _____ Reviewed By: _____

Approved: _____ Reason for being denied: _____ Date sent to IT Support: _____

Consent to Receive Facsimile and Email Transmissions

(Company Name) _____ whose address is _____

does hereby give its express consent to receive facsimile transmissions (hereafter referred to as "faxes") from Allied Home Mortgage Corporation, and its employees, parents, subsidiaries, affiliates, agents and/or assigns (hereafter collectively referred to as "Allied Home Mortgage Capital"), including but not limited to, those faxes that may constitute advertisements of the various loan programs, products and/or services offered from time to time by Allied Home Mortgage Capital.

This consent to receive faxes shall apply to the following telephone fax numbers:

Please email advertisements, including rate sheets and other collateral to the following email addresses.

This consent shall remain in effect until it is revoked in a writing delivered to:
Allied Home Mortgage Corporation
6110 Pinemont
Houston, TX 77092

This consent is effective as of this ____ day of _____, 20__

Name of Entity Granting Permission:

By: _____

Title: _____