



Non-Delegated Correspondent Application Submission Checklist

The below documents are requested to begin the review process for Non-Delegated Correspondent approval. As you follow the steps for Application Submission in the Correspondent approval system, you will receive prompts to upload some or all listed documents and complete the system generated questionnaire.

- ☐ Non-Delegated Correspondent Application Package completed and signed
- ☐ Non-Delegated Correspondent Loan Purchase and Sale Agreement completed & signed
- ☐ Articles of Incorporation/Organization or Operating Agreement
- ☐ Company Resolution or Certificate of Authorization identifying those authorized to sign for an obligate the company
- ☐ A resume for each principal owner, majority stockholder (persons with 10% or more ownership interest) and key staff members whose experience and knowledge is relied upon to run daily operations of your loan business
- ☐ A statement covering the status of any lawsuit settled or finalized with current or future monetary obligations and a status of any open legal actions
- ☐ AML Policy
- ☐ Errors & Omissions and Fidelity Bond Insurance (policy or declaration page) evidencing active coverage with the name, address and telephone number of the issuing insurance company and agent
- ☐ Appraiser Independence Requirements Policy currently in place
- ☐ Quality Control Plan currently in place
- ☐ Wiring Instructions for loan purchase on your letterhead
- ☐ User Access Request Form listing all individuals who should have access to ACC systems to submit loans. Include all requested information.
- ☐ W-9 Request for Taxpayer ID Number and Certification Form completed and signed
- ☐ D.B.A. filing and/or fictitious business name statement for other trade names listed on the company's NMLS record
- ☐ Most recent quarterly unaudited financial statements (Balance Sheet and Profit & Loss) and previous two years of audited financial statement
- ☐ Third-Party Origination (TPO) Consideration – TPO approval requires the following Minimum Net Worth requirements, based on TPO Approval Level: Non-Delegated = \$1MM
- ☐ Current warehouse lender approval letter(s)



Primary Contact Sheet

We appreciate your interest in joining ACC Mortgage! Please complete the enclosed Non-Delegated Correspondent application to start taking advantage of the countless benefits ACC has to offer.

We take great pride in the exceptional quality of service we provide. Our employees consistently go above and beyond to ensure a quick, smooth transaction from submission to close.

YOUR ACCOUNT EXECUTIVE is

Please provide a contact who is able to answer questions and/or provide additional documentation in connection with this application:

Name	Phone
Email Address	

Please complete and sign your Loan Purchase and Sale Agreement. Review the Application Submission Checklist posted on the ACC Mortgage website. For each item that applies to your business, please provide the documentation or information requested. For questions, please contact your ACC Mortgage Account Executive.

PLEASE NOTE: All applications must be submitted through our website: acc correspondent.com. Please contact your Account Executive for details.



Non-Delegated Correspondent Application

A: Company Information (Main Office or Parent Company)	
Company Name:	
Company EIN:	Company NMLS ID:
Company Licensed Since:	Company Main Contact:
Main Office Address:	

B: Company Contacts	
Secondary/Pricing Contact:	Phone:
	Email:
Underwriting Contact:	Phone:
	Email:
Billing Contact:	Phone:
	Email:
Post Closing Contact:	Phone:
	Email:
Final Docs Contact:	Phone:
	Email:
Recertification Contact:	Phone:
	Email:
Repurchase Contact:	Phone:
	Email:
MERS Contact:	Phone:
	Email:
Billing Contact:	Phone:
	Email:
Website Security Admin:	Phone:
	Email:



C: INVESTORS

Please list primary investors/lenders to which you have sold or brokered loans to in the last 12 months.

Investor One:	
Contact:	Phone:
Relationship: ☐ Correspondent ☐ Wholesale ☐ Both	
Product Types:	% of Total Volume:
Delegated UW: ☐ Yes ☐ No	
Investor Two:	
Contact:	Phone:
Relationship: ☐ Correspondent ☐ Wholesale ☐ Both	
Product Types:	% of Total Volume:
Delegated UW: ☐ Yes ☐ No	
Investor Three:	
Contact:	Phone:
Relationship: ☐ Correspondent ☐ Wholesale ☐ Both	
Product Types:	% of Total Volume:
Delegated UW: ☐ Yes ☐ No	
Investor Four:	
Contact:	Phone:
Relationship: ☐ Correspondent ☐ Wholesale ☐ Both	
Product Types:	% of Total Volume:
Delegated UW: ☐ Yes ☐ No	
Investor Five:	
Contact:	Phone:
Relationship: ☐ Correspondent ☐ Wholesale ☐ Both	
Product Types:	% of Total Volume:
Delegated UW: ☐ Yes ☐ No	



D: ERRORS AND OMISSIONS (E&O) INSURANCE/FIDELITY BOND

Please provide the insurance carrier(s) for Company's E&O coverage and Fidelity Bond.

E&O Insurance			
Provider		Limit per incident	
Issuing Agency		Agent	
Agency Phone	Policy #		Expiration Date
Fidelity Bond			
Provider		Limit per incident	
Issuing Agency		Agent	
Agency Phone	Policy #		Expiration Date

I/We certify that the statements set forth herein are true, complete and correct. I/We hereby authorize ACC Mortgage to obtain verification from any source named herein as to the accuracy of the information provided and to obtain credit information regarding the firm and its principals as part of its approval process. I/We hereby release, discharge, exonerate and covenant not to sue any person or entity providing information to ACC Mortgage in connection with this application and any recipient of such information including ACC Mortgage or its representatives from any and all liability of every nature and kind arising from or in conjunction with the furnishing receipt and review of such information.

Owner/Corporate Officer Signature

Date



Non-Delegated Correspondent Affiliated Business Disclosure

Real estate related fees or charges must be included in the points and fees testing if the fee or charge is paid to an affiliate as defined by the CFPB. In an effort to maintain compliance and accurate books and records, ACC Mortgage requires TPO clients to update ACC Mortgage when there is a change to their affiliated businesses.

Non-Delegated Correspondent Company Name	Non-Delegated Correspondent NMLS ID
Non-Delegated Correspondent Business Address	City / State / Zip
Non-Delegated Correspondent Phone	Non-Delegated Correspondent Email Address

Does your company or any of its owners or its employees have any affiliated business arrangements, including but not limited to part or full ownership in an Escrow Company, Title Company, Closing Attorney/Agent, Appraisal Company, Real Estate Company, Home Improvement Company, Construction Company, Loan Modification Company, Tax Preparation Company, Credit Repair or Credit Counseling Company?

If **NO**, please initial here: _____

If **YES**, provide the information below for each business affiliation. Use additional sheets if necessary.

Affiliate Company Name	Affiliate Company Type/Services Offered	Affiliate Owner(s) Name(s)	Non-Delegated Correspondent Ownership (%)	Affiliate Business Address

The undersigned hereby represents warrants and certifies that the information contained herein is complete and accurate in all material respects. Furthermore, the undersigned authorizes ACC Mortgage, the right to request and receive additional documentation to support the answers provided herein.

In the event of any change in the information above, I will immediately notify ACC Mortgage in writing of the changes.

Signature

Typed Name

Date



Email Agreement

Recent legislation by the Federal Communications Commission will prohibit email advertising without express written permission of the recipient. ACC Mortgage routinely emails updated pricing information and new product and service updates to our third-party originator ("TPO") network. In order to continue receiving this information, ACC Mortgage that each third-party originator review, complete and execute the following authorization. Please return this authorization with your completed Application Package.

Third Party Originator Authorization

The undersigned TPO agrees to receive emails from ACC Mortgage, as well as its subsidiaries, affiliates, employees, officers, owners and agents via the following contact information:

Company Name: _____
Mailing Address: _____
City/State/Zip: _____
Email Address: _____

Third Party Originator Representative

Signature Typed Name Date



Third Party Originator Request for User ID & Password

To add users in the ACC Portal, please complete this form and return to correspondentsupport@accmortgage.com email box. All loan officers and processors who will be working on and/or submitting loans will require their own login information. Contact correspondentsupport@accmortgage.com or your Account Executive with questions.

This form must be completed and submitted by the TPO's corporate office

Company Information	
Company Name	Company Address
Name of Individual Completing the Form	Title/Position
Contact Phone	Contact Email Address
Company NMLS ID	ACC Account Executive

Third Party Originator – Request for User ID & Password

Employee One:	Location: ☐ Headquarters ☐ Branch:
Full Name:	Email Address:
Position: ☐ Loan Originator ☐ Loan Processor ☐ Other:	
User NMLS ID:	Work Location NMLS ID:
Employee Two:	Location: ☐ Headquarters ☐ Branch:
Full Name:	Email Address:
Position: ☐ Loan Originator ☐ Loan Processor ☐ Other:	
User NMLS ID:	Work Location NMLS ID:
Employee Three:	Location: ☐ Headquarters ☐ Branch:
Full Name:	Email Address:
Position: ☐ Loan Originator ☐ Loan Processor ☐ Other:	
User NMLS ID:	Work Location NMLS ID:
Employee Four:	Location: ☐ Headquarters ☐ Branch:
Full Name:	Email Address:
Position: ☐ Loan Originator ☐ Loan Processor ☐ Other:	
User NMLS ID:	Work Location NMLS ID:

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	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. See also *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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



Non-Delegated Loan & Purchase Agreement

This Non-Delegated Correspondent Mortgage Purchase Agreement ("Agreement") is entered into this ____ day of _____, 2025, by and between All Credit Considered Mortgage, Inc. ("ACC" or "Buyer"), and _____, including any subsidiaries, affiliates, correspondents, branches and related parties ("_____" or "Seller") (Buyer and Seller may each be referred to as a "Party" and collectively as the "Parties").

RECITALS

ACC and _____ have agreed to enter into an agreement in which _____ solicits prospective borrowers for residential mortgage loans and Buyer underwrites and, in its sole discretion and upon approval of the final loan application and related complete loan documentation, purchases such loans. The purpose of this Agreement is to define the duties, responsibilities and consideration of the Parties with respect to this arrangement.

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

ARTICLE I: ELIGIBLE MORTGAGE LOANS

- a. **Minimum Eligibility Criteria.** From time to time pursuant to this Agreement, Seller shall sell and Buyer shall buy mortgage loans securing residential real estate ("Mortgage Loans") on a non-exclusive basis. To be eligible for sale and purchase under this Agreement, a Mortgage Loan must be a first-lien mortgage or deed of trust and must have been originated and closed in accordance with any applicable requirements set forth herein and in the Seller Guidelines. Capitalized terms used in this Agreement (including any exhibits hereto) but not defined in this Agreement shall have the meanings given to such terms in the Seller Guidelines. The "Seller Guidelines" shall have the following meaning: The complete written Correspondent Seller Guide establishing ACC's guidelines, procedures, rate reservation, underwriting, and document delivery requirements for a credit file and loan file being purchased by ACC, as amended by ACC from time to time in its sole discretion, and including any notices, announcements, or bulletins issues by ACC.
- b. **Underwriting Requirements.** Any Mortgage Loan offered by Seller to ACC for purchase must be underwritten by an ACC underwriter. Such underwriter shall underwrite the Mortgage Loan in accordance with ACC's underwriting requirements for the applicable loan program for which the particular loan application was made and the Seller Guidelines..
- c. **Federal and State Laws.** In accordance with, and subject to, the provisions set forth in the Seller Guidelines, Seller shall be responsible for ensuring that all Mortgage Loans sold to ACC comply with all applicable state, local and federal laws and regulations ("Applicable Laws") that may exist at the time of purchase.
- d. **Servicing Rights.** All Mortgage Loans shall be sold with servicing released to ACC unless otherwise directed by ACC.
- e. **Seller Shall Fund.** As of the settlement for each Loan, Seller shall have fully funded the Loan in the amount reflected in the Mortgage Note.

ARTICLE II: PURCHASE OF MORTGAGE LOANS

- a. **Due Diligence Review.** Upon receipt of closing documentation for each Mortgage Loan, ACC will review such documentation, including evidence of compliance with all applicable lending requirements, including but not limited to, ACC's underwriting requirements, the Seller Guidelines, and all federal and applicable state requirements imposed by the Truth in Lending Act, the Real Estate Settlement Procedures Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Fair Housing Act, and the Home Mortgage Disclosure Act.



- b. **Payment for Mortgage Loans.** Upon a determination by Buyer, in its sole and absolute discretion, that the Mortgage Loan complies with all applicable lending requirements, as prescribed in the Seller Guidelines, payment for the Mortgage Loan will be made by ACC via wire transfer to the Seller. Pricing questions will be allowed, provided they are submitted in writing, for a maximum of thirty (30) days after purchase of a Mortgage Loan. After that period, ACC will conclude the pricing as finalized, and any questions arising regarding pricing will not be fielded by ACC.
- c. **Delivery of Documents.** Seller agrees to do any and all acts necessary to perfect Buyer's title to the Mortgage Loans, and shall sell, assign and deliver to Buyer within ninety (90) days of ACC's purchase of the Mortgage Loan, all documentation required by Seller's Guidelines and all applicable federal and state requirements. Such documentation is subject to approval by Buyer in its sole discretion, as to proper form and execution. Failure of Seller to satisfy, within the aforementioned 90 days, the requirements for document delivery described by this Section may result in ACC withholding servicing release premiums on subsequent Mortgage Loan purchases. Buyer's right to withhold payment of servicing release premiums shall be in addition to and not in lieu of Buyer's other remedies, including the remedy of repurchase provided by this Agreement.

ARTICLE III: SELLER DUTIES

- a. **Applications and Disclosures.** Seller shall take applications for Mortgage Loans in its own name through its employees. Seller agrees to submit loan applications within the same business day of receipt of information constituting an application, as defined in the TILA/RESPA Integrated Disclosure Rules. Seller shall provide to each Mortgage Loan applicant, contemporaneously with the taking of such application, all disclosure(s) required by applicable federal and state law. All applications must be originated and closed by Seller. Seller shall not submit third party originations under this Agreement.
- b. **Application Submission.** Seller is under no obligation to submit a Mortgage Loan to ACC for purchase. However, Seller may, at its discretion, send an application for a Mortgage Loan to ACC for underwriting and purchase consideration, provided it contains the following:
 - i. The fully completed Seller disclosure(s) required by Applicable Law and the Seller Guidelines signed as of the date of the application by the applicant and by Seller;
 - ii. The actual application signed by the applicant; and
 - iii. Such credit, financial and other information of the applicant as required by Applicable Law, ACC, Seller Guidelines, and underwriting requirements.

ARTICLE IV: BUYER DUTIES

- a. **Underwriting.** ACC shall underwrite every application it accepts pursuant to this Agreement. ACC shall have no obligation to approve or purchase a Mortgage Loan which in its sole discretion does not meet the Seller Guidelines, the terms of this Agreement, or its underwriting requirements. In making its determination, ACC expressly disclaims any conclusions Seller may draw as to the general quality or acceptability of the related application or the Mortgage Loan. ACC retains sole and absolute discretion to reject any application or Mortgage Loan that does not comply with the terms and conditions of this Agreement, the Seller Guidelines, or for any reason whatsoever (except any reason prohibited by law), and to set the terms and conditions of any approval. ACC shall notify Seller of the disposition of an application. If ACC declines any application, Seller shall notify the applicant promptly upon receipt of notice of the underwriting decision and deliver any federal or state notice as may be required by law within any required time frame. Seller shall also maintain evidence that any such notice was provided within any applicable time frame. Moreover, Seller is responsible for compliance with Home Mortgage Disclosure Act reporting requirements. ACC shall not have any obligation or liability to Seller for any Mortgage Loan that is not purchased by ACC nor for any delays in the purchase of any Mortgage Loan.



ARTICLE V: SELLER REPRESENTATIONS & WARRANTIES

Seller represents and warrants to Buyer as follows:

- a) Seller is and shall remain duly organized and a validly existing entity in good standing in the jurisdiction under whose laws Seller is formed. Seller is and shall be duly qualified to conduct its business in each jurisdiction in which such qualification is required.
- b) Seller has, and shall maintain, all licenses necessary to carry on its business as now being conducted, including all licenses necessary to conduct the mortgage brokerage/lending business (if applicable) contemplated by this Agreement. Seller is, unless otherwise exempt, licensed, registered, qualified and in good standing in each state in which: (i) real property securing repayment of a Loan is located; and/or (ii) the laws of such state require licensing, registration or qualification in order to engage in mortgage loan origination. Seller covenants to maintain all licenses, registrations and qualifications current and in good standing, and to keep itself, and those of its employees, agents or representatives engaged in residential mortgage loan origination, licensed, registered and qualified with all applicable regulatory and supervisory agencies during the term of this Agreement.
- c) Seller shall notify ACC immediately upon the suspension, revocation, expiration or other termination of any licenses, registrations or qualifications of it or its loan originators, or of the taking of any formal or informal administrative or judicial action by any regulatory or supervisory agency against Seller or its loan originators that could adversely affect Seller's licenses, registrations and qualifications.
- d) Seller has the full power, authority and capacity to enter into this Agreement, and this Agreement has been duly authorized, executed and delivered by Seller and constitutes a valid and binding obligation of Seller, including its officers, directors, employees, representatives and agents, enforceable in accordance with its terms. No consent, approval, authorization or order of any court or governmental agency or body is required for the execution, delivery and performance by Seller of, or compliance by Seller with, this Agreement or the consummation of the transactions contemplated by this Agreement or, if required, such consent approval or authorization has been obtained. Seller's compliance with the terms and conditions of this Agreement will not violate any provisions of its charter documents, if any, any instrument relating to the conduct of its business, or any other agreement, or law to which it may be a party or under which it may be governed.
- e) Except as previously disclosed to ACC in writing, Seller warrants that there is no pending or imminent suit, action, arbitration, or legal, administrative, or other proceeding or investigation, including an allegation of fraud by another lender, against Seller or its current or former officers, directors, shareholders, employees, representatives and/or agents that would prevent the execution, delivery and performance by Seller of its obligations under this Agreement or which could have material adverse effect upon Seller's business, assets, financial condition or reputation, or upon any loan submitted for sale to ACC.
- f) Seller warrants that closed loans sold to ACC have been prepared in accordance with state and federal law.
- g) Seller shall make prompt, timely, full, accurate and truthful disclosure to ACC of all facts, information and documentation that Seller knows, suspects or has notice of that could affect, or has affected, the eligibility, validity, collectability, collateral value, security, or enforceability of any loan sold to ACC.
- h) Seller has established and implemented a written Anti-Money Laundering ("AML") program reasonably designed to prevent Seller from being used to facilitate money laundering or the financing of terrorism. Seller represents and warrants that its AML program, at a minimum:
 - a. Incorporates policies, procedures and internal controls to identify and report suspicious activities, as defined by the Bank Secrecy Act, based upon the company's assessment of the money laundering and terrorist financing risks associated with its products and/or services.
 - b. Designates a Compliance Officer who will be responsible for ensuring that the AML program is effectively implemented, is updated as necessary and ensures appropriate employees are educated and trained in accordance with the new rule.



- c. Provides on-going training of appropriate employees concerning their responsibilities under the program.
 - d. Provides for independent testing to monitor and maintain an adequate program.
 - e. Provides for an independent audit of the Seller's AML program every 12-18 months.
- i) Seller maintains an effective Quality Control program and Compliance Management System designed to prevent violations of federal consumer financial law and associated consumer harm. Buyer has the right to audit such programs, findings and other internal processes in accordance with Section 9(a) of this Agreement.
- j) Seller orders its appraisals in accordance with all applicable federal and state laws, regulations and rules regarding appraisal valuation and independence, including Fannie Mae and Freddie Mac's Appraiser Independence Requirements. Seller has developed and implemented a structure, policies and procedures required to ensure that all loans subject to appraisal independence requirements and all appraisals used for such mortgages were obtained in a manner consistent with such requirements.
- k) Seller has not and shall not utilize any real estate appraiser, credit reporting agency or other settlement service providers or vendors in connection with any Mortgage Loan that does not comply in all respects with all applicable state and federal laws and standards as may be set forth in the Seller Guidelines.
- l) Seller has maintained direct and indirect possession and control of all credit, income or deposit verification documentation submitted to Buyer with respect to any loan sold.

ARTICLE VI: SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS REGARDING MORTGAGE LOANS

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

- a. Each Mortgage Loan complies in all respects with the specifications set forth in this Agreement, the Seller Guidelines, and Applicable Laws.
- b. Seller is the sole owner and holder of the Mortgage Loan, has good and marketable title thereto, and has full right and authority to transfer and sell the mortgage loan to Buyer. Seller is transferring the Mortgage Loan free and clear of any encumbrances, liens, pledges, equities, participation interests, claims, charges or security interests of any nature encumbering such Mortgage Loan.
- c. The Note, the Mortgage and Mortgage Loan Disclosures have been duly and properly executed; the Note, the Mortgage and related documents are genuine, and each is the legal, valid and binding obligation of the maker thereof enforceable in accordance with its terms; and all parties to the Note and the Mortgage had legal capacity to enter into the Mortgage Loan and to execute and deliver the Note and the Mortgage.
- d. The Loan is not subject to any right of rescission, set-off, counterclaim or defense, including the defense of usury, nor will the operation of any of the terms of the Mortgage Note or the Mortgage, or the exercise of any right thereunder, render either the Mortgage Note or the Mortgage unenforceable, in whole or in part, or subject to any right of rescission, set-off, counterclaim or defense, including the defense of usury, as a result of any act, error or omission of Seller or of any other Person of which Seller is aware.
- e. The Mortgage and the Assignment of Mortgage have been properly filed and recorded in the correct and applicable recording office to perfect the security granted by the Mortgage, or if the related Mortgage has been recorded in the name of MERS or its designee, Seller has taken all actions as are necessary to cause Buyer to be shown as the sole owner of the related Mortgage in the records of MERS.
- f. The Mortgage contains enforceable provisions that give the Mortgage holder rights and remedies to realize against the Mortgaged Property as expeditiously as applicable law allows, including, without limitation, the power of sale;
- g. There is no undisclosed bankruptcy or foreclosure pending or threatened against any prospective Borrower;



- h. The origination, funding, closing, servicing and collection practices used with respect to the Mortgage Loan have been in compliance with this Agreement, the Seller Guidelines, and Applicable Laws.
- i. Seller has no adverse information concerning the Borrower or the property securing such loan that can reasonably be expected to cause any governmental, quasi-governmental or private institutional lender or mortgage insurer to regard the transaction as an unacceptable credit risk, cause any approved loan to become delinquent or adversely affect the value or marketability of the loan;
- j. Seller has not made any false, misleading, incomplete statements or omissions to Buyer, either in connection with Seller's application for approval by Lender or with respect to each loan file submitted to Buyer under this Agreement. Subsequent to approval of Buyer or loan purchase, Buyer may reverify appraisals, credit reports, and other information as it may determine necessary at Buyer's expense in order to assure itself of the correctness of information in each loan file.
- k. Each loan application package that Seller submits to Buyer on behalf of the potential borrowers shall be completed and submitted to Buyer at the sole and exclusive expense of Seller and/or the potential borrowers on whose behalf Seller is working. Seller, at its own expense, shall furnish to Buyer, all credit data, financial statements, real estate information, and such additional items as Buyer may from time to time require. In addition, Seller at its own expense shall perform such other functions as Buyer may require to close, fund and complete the loan transaction.
- l. All costs, fees and expenses incurred in making or closing the Mortgage Loan and the recording of the Mortgage were paid, and the Borrower is not entitled to any refund of any amounts in connection with the Mortgage Loan.
- m. There is in force for each Mortgage Loan paid-up Title Insurance policy that meets all requirements of the Seller Guidelines.
- n. For each Mortgage Loan, there is a paid-up, in force Hazard Insurance Policy that covers all buildings or other improvements on the Mortgaged Property and meets all requirements of the Seller Guidelines. For properties in a special flood hazard area, there is in force a paid-up flood insurance policy.
- o. The Mortgage Loan was originated by Seller and not by a third-party originator.
- p. Seller has complied with and all Mortgage Loans comply with all applicable federal, state and local laws, rules, and regulations, including without limitation, the Truth-In-Lending Act and Regulation Z thereunder; the Dodd-Frank Wall Street Reform and Consumer Protection Act; the Fair Credit Reporting Act; the Equal Credit Opportunity Act and Regulation B thereunder; the Real Estate Settlement Procedures Act and Regulation X thereunder; and State and Federal Fair Lending and Fair Housing Regulations and all other applicable local, state and federal laws, rules and regulations, including but not limited to, all applicable predatory and abusive lending laws. None of the Loans are a "high cost" mortgage under Applicable Laws. Each Mortgage Loan complies with the "ability to repay" standards as set forth in Section 129C(a) of the federal Truth-in-Lending Act and 12 C.F.R. § 1026.43(c). Each Mortgage Loan that is a "higher-priced mortgage loan" as defined in 12 C.F.R. § 1026.35(a)(1) complies with the applicable requirements of 12 C.F.R. § 1026.35.
- q. [Reserved].
- r. The Mortgage Loan File includes an appraisal of the related Mortgaged Property obtained and completed in accordance with the Seller Guidelines. The appraisal (and any other property valuation) was conducted by an appraiser (or acceptable party, as applicable for the type of property valuation) who had no interest, direct or indirect, in the Mortgaged Property or in any loan made on the security thereof, and whose compensation was not affected by the approval or disapproval of the Mortgage Loan.
- s. Seller and its affiliates have no conflict of interest or business relationship with Borrower or any other party in connection with a Mortgage Loan, including any appraiser, title agent, settlement agent, or attorney, other than as disclosed to Buyer in writing.
- t. The Mortgaged Property is either free of damage and in good repair or the proceeds of the Mortgage Loan will be used to purchase and rehabilitate the Mortgaged Property. There is no proceeding pending or, to the best of Seller's knowledge, threatened for the total or partial condemnation of the related Mortgaged Property.



- u. Seller has no knowledge of any information that would cause the value of the Mortgaged Property to be diminished, including but not limited to any information concerning toxic substances, hazardous substances or environmental hazards affecting the Mortgaged Property.

ARTICLE VII: NONSOLICITATION; EARLY PAYOFF

- a. **Non-Solicitation and Early Payoff.** Neither Seller nor its officers, directors, agents, employees or affiliated entities shall, for a period of four (4) months from the date of purchase of any Mortgage Loan by ACC, solicit a Borrower for purposes of prepayment, refinance or modification of the Mortgage Loan. The term "solicit" as used herein shall not include mass advertising via newspaper, radio, television and other similar forms of communication not specifically directed to an Applicant. Notwithstanding anything to the contrary contained herein, if any Mortgage Loan purchased pursuant to this Agreement is paid in full within one hundred eighty (180) days from the date of closing regardless of the Seller's involvement in such payoff (each an "Early Payoff"), Seller hereby agrees to pay ACC all compensation Seller received from ACC as a result of the Mortgage Loan plus a processing fee of Two Hundred Fifty and no/100 Dollars (\$250.00) per loan. ACC shall notify Seller in writing of any amount due with respect to any Early Payoff, and Seller shall submit payment within fifteen (15) days of such notice. If payment from Seller is not received within the fifteen (15) day period by ACC, ACC reserves the right to offset any amounts due hereunder, at any time and without prior notice, against any amounts due to Seller under this Agreement. In the event the Early Payoff is due to a refinance by the same Seller, and the new loan is delivered back to ACC, the processing fee of two hundred and fifty dollars (\$250.00) will be waived by ACC.

ARTICLE VI: COMPENSATION

- a. **Borrower-Paid Fees.** All fees earned by Seller in connection with the origination of the Mortgage Loan shall be paid by borrower at closing. ACC will not provide compensation for these services in any form to Seller.
- b. **Purchase Price.** ACC shall pay Seller a purchase price of basis points applied to the total loan amount on a loan.
- c. **Effect of any Subsequent Agreement.** All purchases of Mortgage Loans by ACC shall be governed by the terms contained herein, including the Seller Guidelines, unless the Parties shall agree in writing before or at the time such purchases are made. The purchase price and any servicing release premium paid for each Mortgage Loan shall be established by written agreement between the Parties. The terms and conditions of any separate offering or commitment letter signed by the Parties and pursuant to which ACC shall agree to buy and Seller shall agree to sell any Mortgage Loan shall survive and be deemed to be a part of this Agreement and the Seller Guidelines.

ARTICLE VII: FRAUD

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



ARTICLE VIII: BUYER REMEDIES

- a. **Repurchase of Loans.** Seller hereby agrees to repurchase any Mortgage Loan sold to Buyer at any time during the life of such Mortgage Loan upon the occurrence of any of the following events:
- i. A breach of Section 7(a) made by Seller or any false statement, misstatement, or act of omission of fact contained in the Mortgage Loan documentation resulting from Seller's negligence or failure to exercise due diligence as disclosed by actual inspection by Buyer or its representative, or otherwise disclosed.
 - ii. Any failure of Buyer to obtain private mortgage insurance, or if such insurance lapses or for any reason becomes unavailable, as a result of any negligent act or omission by Seller, or the failure by Seller to obtain such insurance within ninety (90) days from the date of purchase.
 - iii. Any repurchase request issued to Buyer by an investor, by reason of a deficiency in or omission with respect to the Mortgage Loan documents, instruments, and agreements, pertaining to any Mortgage Loan.
 - iv. Any representation or warranty made by Seller under this Agreement or the Seller Guidelines with respect to any Mortgage Loan shall, in the reasonable opinion of Buyer, be, in whole or in part and with or without knowledge of Seller, false at the time when made by Seller or become false upon the occurrence of subsequent events.
 - v. Any fraud, misrepresentation or act of omission with respect to the information submitted on a particular Mortgage Loan is determined to exist by Buyer or another investor. This includes, but is not limited to, mortgagor or other third party fraud or misrepresentation, and any misrepresentation of mortgagor's income, funds on deposit, or employment, or of the occupancy status of the Mortgaged Property.
 - vi. Any breach by Seller of any covenant or obligation to Buyer, including but not limited to a breach of the Seller Guidelines with respect to the Mortgage Loan under this Agreement.
- b. **Repurchase Price.** The repurchase price for any Mortgage Loan that Seller is required to repurchase from Buyer shall be an amount equal to the then unpaid principal balance of the Mortgage Loan on the date of repurchase, plus accrued interest, any servicing release premium paid, and any and all direct expenses (including, but not limited to attorney's fees) incurred by Buyer for any actions taken by it concerning, as a result of, or in connection with, any of the events or circumstances set forth herein as cause for repurchase. Buyer's exercise of its right to have Seller repurchase any Mortgage Loan shall be in addition to, and not in lieu of, any other rights or remedies which Buyer may have against Seller.
- c. **Indemnification by Seller.** Seller shall protect, indemnify, and hold harmless the Buyer and its respective officers, directors, agents, and affiliates from and against any and all claims, losses, damages, penalties, fines, forfeitures, liabilities, costs, and expenses (including attorneys' fees in connection with the enforcement of the Seller's indemnification obligations under this Agreement) (collectively "Loss") that may be incurred by Buyer with respect to, or proximately resulting from any breach of, any representation, warranty, or covenant of Seller under this Agreement or the Seller Guidelines. Buyer shall be entitled to rely upon Seller as assembler and preparer of all Mortgage Loan documents, and is under no duty whatsoever to investigate or confirm any of the information set forth therein as to its honesty, accuracy, or completeness. Seller hereby agrees to indemnify and hold Buyer harmless from any claim, loss or other damage to Buyer including reasonable attorneys' fees resulting in whole or in part from any inaccuracy or incompleteness in the Mortgage Loan documents or any act or omission by Seller, its agents and employees, including but not limited to failure to comply with Applicable Laws. To the extent Seller, its agents or employees, commits an actual wrong, or makes some error or omission in the preparation of any Mortgage Loan or its documents and as a result thereof, and based thereon, Buyer commits an act or omission for which it becomes liable to the Mortgage(s) or any third party and/or a claim or cause of action is instituted against Buyer, Seller shall and hereby agrees to indemnify and hold Buyer harmless from any resulting Loss.



- d. **Right of Offset.** Buyer shall have the right to deduct any amounts owed by Seller to Buyer for indemnification or the repurchase of a Mortgage Loan(s) and any penalties, fees, taxes, or other charges or obligations of any kind owed by Seller to Buyer from the amount to be paid for any Mortgage Loan purchased by Buyer hereunder.

ARTICLE IX: MISCELLANEOUS

- a. **Internal Policies, Procedures, Controls, and Audits.** Seller shall cooperate with ACC in its oversight of Seller's activities in connection with the Mortgage Loans. Seller shall periodically permit ACC to access to Seller's internal policies and procedures governing its mortgage lending activities, including documents evidencing Seller's internal controls with respect to loan quality and compliance with federal and applicable state laws. Seller shall also periodically permit ACC to access Seller's employee training materials. In particular, the Seller shall maintain in its possession, available for inspection by the Buyer, or its designee, and shall deliver to the Buyer upon demand, evidence of compliance with all Applicable Laws, including but not limited to documentation as to the method used in determining the applicability of the provisions of the Flood Disaster Protection Act of 1973, as amended, to the related mortgaged property, and documentation evidencing insurance coverage. Notwithstanding any provision of this Agreement to the contrary, ACC reserves the right to conduct periodic compliance audits of Seller's activities in connection with the Mortgage Loans.
- b. **Insurance.** Seller has in full force and effect and will continue to maintain Errors & Omissions Insurance and a Fidelity Bond, Mortgage Banker Bond, or Mortgage Originator Policy in such amounts as Buyer may reasonably require indemnifying buyer from any loss or damage incurred in connection with this Agreement.
- c. **Financial Statements.** Seller agrees to make current audited financial statements available to Buyer upon request.
- d. **Notices.** All notices required hereunder shall be in writing, delivered to the last known addresses of the Parties, as may be amended from time to time by written notice, by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.
- e. **Relationship of the Parties.** Buyer and Seller hereby agree that neither this Agreement nor any sale or purchase of Mortgage Loans pursuant to this Agreement shall constitute any agency relationship, legal representation, joint venture, partnership, or employment. Buyer and Seller agree that neither Party is in any way authorized to make any contract, agreement, warranty, or representation, or to create any obligation, express or implied, on behalf of the other.
- f. **Default.** Each of the following shall constitute an event of default on the part of Seller under this Agreement:
- i. Any breach by Seller of any of Seller's representations, warranties, or covenants set forth in this Agreement or the Seller Guidelines.
 - ii. The failure of Seller to perform any of its obligations under this Agreement or the Seller Guidelines.
 - iii. The occurrence of any act of insolvency or bankruptcy concerning Seller.
 - iv. Seller's failure to meet any capital, leverage, or other financial standard imposed by any applicable regulatory authority, warehouse lender, or in Buyer's sole opinion, any material adverse change occurs in the financial condition of Seller.
 - v. Any federal or state regulatory authority or licensing agency's act of canceling, rescinding, or failing to renew Seller's license or instituting any action against Seller for fraud or criminal conduct.
- g. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and there are no representations, inducements, or other provisions other than those expressed in writing and included herein. All changes, addendum, additions, or deletions to this Agreement must be made in writing and signed by each of the Parties hereto. The Headings contained in this Agreement are for informational purposes only. This Agreement restates and supersedes any and all prior Mortgage Purchase Agreement(s) between the Parties and also supersedes any prior written, oral or other agreements on the subject matter contained herein.



- h. **Survival and Severability.** All of the covenants, agreements, representations and warranties made herein by the Parties hereto shall survive and continue in effect after the termination of the Agreement or the consummation of the transactions contemplated hereby. Any provisions of the Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidation of the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. This Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument.
- i. **Assignment.** This Agreement may not be assigned or transferred by Seller without the prior written consent of Buyer.
- j. **Termination.** This Agreement may be terminated with respect to future purchases of Mortgage Loans by either Party at any time by giving written notice of termination to the other Party. Upon the occurrence of any event of default as set forth in this Agreement, Buyer may either terminate this Agreement upon notice to Seller or, without affecting any other rights or remedies available to Buyer under this Agreement or at law or in equity, immediately suspend all registrations and lock-ins and may refuse to purchase any or all Mortgage Loans, pending the cure, to Buyer's satisfaction, of such event of default. Termination of this Agreement shall not in any respect change, alter, or modify the obligations of Buyer and Seller with respect to Mortgage Loans that have been purchased by Buyer from Seller prior to the date of such termination.
- k. **Governing Law.** It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Maryland as to both interpretation and performance. All terms of this Agreement shall be construed and interpreted according to their plain meaning and no term shall be more strictly construed against Buyer merely because Buyer has drafted this Agreement.
- l. **Confidential Information.** During the term of this Agreement, Buyer and Seller shall each have available confidential or proprietary information related to the other Party. Both Parties shall maintain and preserve to the maximum extent permitted by law the confidentiality of any such information and shall be entitled to obtain injunctive relief as required to enforce these provisions. In addition, both Parties agree that nonpublic personal information each borrower furnished to the other Party hereunder is furnished upon the express condition that the information will be kept confidential by the receiving Party. All such confidential, proprietary, and non-public personal information, except as may be otherwise required by statute, by court order or as may be necessary, in the reasonable judgment of the receiving Party, to the performance of the services required under this Agreement, shall be held in confidence. Both Parties have established and maintain policies, procedures and safeguards designed to protect the security, confidentiality of this non- public personal information about each borrower and agree to comply with the provisions of the Gramm- Leach-Bliley Act and all implementing rules and regulations regarding consumer financial privacy, to the extent applicable to each of their actions and responsibilities hereunder.

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

Seller: _____

Buyer: All Credit Considered Mortgage, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



Assignment and Conveyance Agreement

This is an Assignment and Conveyance Agreement delivered pursuant to that certain Loan Purchase and Sale Agreement ("Agreement") between ("Seller") and ACC Mortgage ("Purchaser"). All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Agreement.

The Seller and Purchaser hereby confirm that they have reached agreement on the purchase, sale and interim servicing of the mortgage loan described in the Correspondent Operations Purchase Advice attached hereto on the terms and conditions set forth in the Agreement (which terms and conditions are incorporated herein by this reference),

The Seller hereby certifies that all Qualifications have been met with regard to the Mortgage Loan to be purchased as a Qualifying Loan. The Seller certifies that, with regard to Qualifying Loan:

- a) All of the representations and warranties of the Seller under the Agreement shall be true and correct as of the Closing Date and no event shall have occurred which, with notice or the passage of time, or both, would constitute a default under the Agreement; and
- b) All of the criteria listed in the Agreement are true and correct as of the Closing Date. Accordingly, on , the Seller does hereby sell, transfer, assign, set over and convey to the Purchaser all rights, title and interest of the Seller in and to the Qualifying Loan listed in Correspondent Operations Purchase Advice pursuant to the terms of the Agreement.

This Assignment and Conveyance Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

TO WITNESS THIS, the parties have caused their names to be signed by their respective duly authorized officers as of _____ Day of _____, 20_____.

_____, as Seller

By Signature: _____

Printed Name: _____

Title: _____

All Credit Considered Mortgage, Inc. dba ACC Mortgage, as Purchaser

By Signature: _____

Printed Name: _____

Title: _____

**Please be aware that this document must be signed and received
by 3:00 p.m. Eastern time in order to receive a same-day wire.**



Correspondent Operations Purchase Advice

Correspondent #:
Correspondent Name:
Client Loan #:
Correspondent Contact Name:

Interest Rate:
Loan Type:
Term:
CLTV:

Our Loan #:
Commitment Number:
Borrower Name:
Property Address:

Lock Expiration:
Purchase Date:
Wire Date:

Loan Amount:
Paid to Date:
Current Principal:

Note 1st Payment Date:
1st Payment due ACC:

Pricing Reconciliations:

Buy Price:
Additional Adjusters:

FINAL BUY PRICE:

SRP Percentage:

Purchase Details:

Purchased Principal:
Interest:
Impounds:
Final Buy Amount:
SRP Amount:
Remaining Buydown

Days:

TOTAL DUE: