



## AmericaHomeKey, Inc. Mortgage Loan Brokerage Agreement

This Mortgage Brokerage Agreement (the "Agreement") is entered into by and between AmericaHomeKey, Inc. a Texas Corporation (hereinafter collectively referred to as "the lender") and

(Hereinafter collectively referred to as "the broker") as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

### Section 1 – Recitals

- A. The lender is engaged in the business of residential loan lending and desires to acquire residential 1-to-4 family unit mortgage loans.
- B. The broker, among other activities, engages in the business of soliciting and negotiating the terms and conditions of mortgage loans from the general public, for submission to mortgage banking entities for funding consideration.
- C. The lender and the broker desire to establish a nonexclusive relationship whereby the broker will, from time to time and at its option, submit completed application packages to the lender for consideration.
- D. IF broker is requesting approval in order to originate FHA loans, the broker shall execute the attached Addendum to the Broker Contract – said Addendum is required to be executed by the principal/owner or authorized signer of the organization. Broker agrees to be compliant with Fannie Mae's Loan Quality Initiative and will not employ any individual on the HUD LDP or GSA EPL lists. Said Addendum is to be returned to Elisa Ruer, Associate General Counsel for lender, via email at: [eruer@americahomekey.com](mailto:eruer@americahomekey.com).

### Section 2 - Representations and Warranties

- A. Broker is, and will continue to be, a duly authorized, validly existing corporation, partnership or other form of organization which is in good standing under the laws of the United States and under the laws of the jurisdiction in which it was organized or incorporated, as applicable and has/will continue to maintain all licenses, registrations, and certifications of whatsoever kind or nature necessary to carry on its business as a mortgage broker. Broker will maintain at all times proper state licensure with all applicable state licensing authorities, and such licensure shall be verifiable through the NMLS (Nationwide Mortgage Licensing System & Registry). Where applicable and approved by lender, branch offices of the Broker shall be similarly licensed and in good standing, verifiable through the NMLS. All loans submitted to the lender by the broker for consideration shall be originated by Mortgage Loan Originators holding fully approved originator licenses, with such licenses being verifiable through the NMLS. Correct NMLS unique identifiers shall be included on all documents required to bear them, including but not limited to the initial and final 1003s. In the event of any change of ownership, in whole or in part, or its form of organization, the broker shall promptly notify the lender in writing.
- B. Upon lender's written request, the broker shall promptly provide the lender with copies of current licenses or certifications required for the broker's business and the performance of this agreement.
- C. The execution of this agreement and the consummation of the transaction contemplated hereby will not subject the lender to any liability, duty or obligation of whatsoever kind or nature arising from acts, whether by omission or commission, of the broker, its employees, or agents.
- D. The broker acknowledges that upon submission of a mortgage loan package to lender, that they have no knowledge of any information or fact(s) that may cause the loan to become delinquent/default, or with respect to the property that serves as collateral, that there is no information or facts that would cause a secondary market investor to consider the collateral unacceptable for purchase.
- E. The broker acknowledges that upon submission of a mortgage loan package to the lender, that in no cases has the applicant for the loan (the borrower) had in his or her direct or indirect possession or control any collateral, credit, income or deposit verification document submitted to the lender for consideration. The broker shall make prompt, timely, full, accurate and truthful disclosure to the lender of all facts, information and documentation that the broker may know, suspect, or have notice of, which could affect or has affected the validity, enforceability, security, collateral value of any application package submitted to the lender. All information presented to the lender with regard to the application package, including written attachments thereto, is true, correct, currently valid and genuine, and the dates appearing on each document presented to or signed by a borrower accurately reflect the date of delivery or execution, as applicable.
- F. Broker acknowledges that the lender will obtain a private mortgage insurance certificate on any loan program that requires PMI from an insurer that is acceptable to the lender.
- G. Each mortgage loan will be covered by an American Land Title Association (ALTA) Lenders Policy of title insurance issued by a title insurer acceptable to the lender and qualified to do business in the jurisdiction where the property subject to the mortgage is located, insuring the lender, its successors and assigns, as to the first priority lien of the mortgage loan in the original principal balance of the mortgage loan.
- H. The broker acknowledges that for the purpose of accepting lock in commitments that the commitments will be a "best effort" delivery. The best effort commitment becomes a mandatory commitment at the point the broker closes the loan. If the lender determines that the broker closes a loan with another party and that loan had been committed to the lender under a best effort commitment and was not declined, the lender reserves the right to charge a mandatory delivery pair out fee of 12.5 basis points to be made whole for the lack of delivery by the

broker. Rate quotations, lock-ins, and commitments will only be binding upon lender if they are in writing and signed by an authorized representative of lender.

- I. Broker warrants for each mortgage loan, all buildings upon the mortgage loan property will have in place a hazard insurance policy with a standard mortgagee clause naming the lender, its successors and assigns as mortgagee, in an amount representing coverage no less than the unpaid principal balance of the mortgage loan.
- J. Broker warrants that all appraisals are performed in strict accordance with all applicable local, state and federal laws, including but not limited to HVCC guidelines. All appraisals must conform to the current Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standard Board of the Appraisal Foundation. Broker warrants that no owner or employee of the broker has exerted influence or pressure on the appraiser to meet a pre-determined value. Broker acknowledges that if the lender determines there was any influence or pressure from the owner or any employee of the broker that the loan may be subject to denial or purchase as detailed in Section 5. Broker warrants that the appraiser does not have a direct or indirect interest in, financial or otherwise, the property of the transaction. The lender is not required to accept an appraisal that was prepared by or for another financial institution.
- K. To the best of the broker's knowledge, all standard credit reports submitted to the lender are true, correct and accurate in all respects and do not omit any information which is required to be included to insure that the reports are not misleading.
- L. The broker acknowledges that prior to submission, they are required to disclose to the lender, in writing, when they have direct or indirect ownership interest in any property acting as a security for the loan, or, an affiliation and/or relationship with any party having a financial interest in the loan or loan transaction.
- M. The nature and amount of any fees charged or received by the broker have been determined by direct negotiations between the borrower and the broker. The total fees have been separately itemized, fully disclosed, explained to and agreed upon by the borrower and are reasonably related to the market value of the services rendered by the broker in connection with the loan. There is no agreement between the broker and the lender or any other person or entity for the payment of any referral fee, rebate, bonus, kickback, fee split or other payment. All third party fees charged by the broker shall represent only the amount of the fee received or to be received by the third party service provider and neither the broker or any other party will retain any portion of such fee. The fees collected from the borrower on each loan transaction shall fully comply with all local, state and federal regulations. Broker agrees to reimburse lender for any third party fees the lender is required to reimburse to the borrower.
- N. The broker shall not violate any provisions of federal, state or local law or regulation applicable to the loan transactions referred hereunder, including, without limitation, laws pertaining to Truth-in-Lending Act and Regulation Z, the Real Estate Settlement Procedures Act and Regulation X, the Fair Credit Reporting Act, the Home Mortgage Procedures Act, the Community Reinvestment Act, the Equal Credit Opportunity Act and Regulation, the Fair Housing Act, FHA's Tiered Pricing Rule and the Consumer Credit Protection Act. Broker shall properly disclose to the lender and Applicants all fees, costs, charges or expenses paid by the Applicant(s) to the broker, and further agree that the broker shall not submit any loan transaction subject to the Home Ownership and Equity Protection Act of 1994, and regulation promulgated there under, as the same may be amended from time to time, and subject to any State high cost Acts, as the same may be amended from time to time.
- O. The broker has not been issued any administrative order, "cease and desist" decree or been the subject of regulatory action. The broker shall immediately advise the lender in writing of any inquiry, material complaint or pending or threatened action, any action or threat to take action 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 you to conduct your business, or to impose any penalty or other disciplinary sanction in connection therewith, or any other sanction that would materially affect broker's business. The broker further warrants that no material complaints have been filed against broker alleging unfair and deceptive practices and/or violations of consumer protection laws. Upon the event of any occurrence as outlined above, broker will notify the lender immediately in the event of any such occurrence. In the event the broker receives any letter, notice, or other writing ("Notice") from any regulatory agency with respect to any mortgage loan Application registered with the lender, the broker shall advise the lender immediately of such Notice by delivering a copy of the Notice to the lender within 5 business days of their receipt of same.
- P. The broker is not the lender's agent for any purpose whatsoever. Broker shall not represent to any person that broker is acting on behalf of the lender and further, broker has no authority to make any commitments or other binding obligations on the part of the lender. The lender hereby disclaims any liability to any Applicant or other person arising there from. Further, unless prior written consent has been given, the broker shall not act on the behalf of lender for the purpose of loan servicing or collection of payments due to the lender or our assigns from the borrower. Additionally, broker shall not hold itself out as a joint venturer, partner, representative, or employee. Broker shall not use lender's name in any advertising or written material without lender's express prior written consent.
- Q. The lender shall from time to time, supply broker with marketing literature, which shall set forth, among other things, current rates, fees, program guidelines, loan amounts, loan to values, and effective date. Broker agrees to receive lenders rates, program guidelines or other marketing literature via e-mail or facsimile.

- R. The lender shall not approve Applications that could be construed as “flipping”. “Flipping” a mortgage loan means refinancing a mortgage loan within 12 months following the date the refinanced mortgage loan was originated, unless the refinancing is in the borrower’s best interest. Factors to consider whether the refinancing is in the borrower’s best interest include, but are not limited to: (a) the borrower’s new monthly payment is lower than the total of all monthly obligations being financed, taking into account the costs and fees; (b) there is a change in the amortization period of the new loan; (c) the borrower receives cash in excess of the costs and fees of refinancing; (d) the borrower’s note rate of interest is reduced; (e) there is a change from an adjustable to a fixed rate loan, taking into account costs and fees; or (f) the refinancing is necessary to respond to a bona fide personal need or an order of a court of competent jurisdiction
- S. In the event the lender reasonably believes misrepresentations or fraud 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 the 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 the lender’s disclosure of such information.
- T. Information concerning lender’s business is “Confidential Information” and proprietary and shall be maintained in confidence and not disclosed, used, duplicated, published, disseminated or otherwise made available. Confidential Information may include, without limitation, 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, 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 the lender only in connection with performance under this Agreement.
- U. If lender requires, broker agrees to possess and maintain, at broker’s own cost, during the term of this Agreement, fidelity bond coverage and errors and omissions insurance, and shall furnish evidence of such coverage upon request of the lender. Broker agrees to notify the lender of changes thereto or cancellations thereof.
- V. Broker acknowledges that the lender may, at its sole discretion, conduct quality control audits to verify documentation provided by the broker. Broker agrees to assist the lender in the conduct of any such audit and to provide the lender with any information or documents in its possession that the lender may reasonable request. Broker further acknowledges that any failure to cooperate in any such audit or any discrepancies found by the lender in such audit is grounds for immediate termination of this agreement.
- W. Both parties agree to waive trial by jury in any action or proceeding initiated by any of the parties against the other in any matter arising out of this Agreement. The prevailing party shall be entitled to recover reasonable attorneys’ fees from the other party in any action or proceeding brought to enforce or interpret this Agreement. “Attorneys’ fees” include the allocated costs to either party of its in-house counsel.

Section 3 – Net Worth Requirements/Quality Control Plan/Red Flag Rules

- A. Broker shall provide lender with annual financial statements by March 31 of every year. The financial statements will be reviewed for compliance with specific standards: including, but not limited to: Start-Up companies (companies 12 months or younger) must have a minimum \$10,000.00 in liquid assets; Profit and Loss Statements must reflect a positive cash flow after adding back in intangibles and discretionary items such as depreciation, bonus’, marketing and promotions, meals travel expenses, etc. If the Profit and Loss Statements do not reflect a positive cash flow inclusive of adding back in the items described above, lender will review the matter and determine whether or not the broker will be able to conduct business with lender
- B. Broker shall have a Quality Control Plan in place. Requirements of the components of an acceptable Quality Control Plan are provided by HUD as outlined at: <http://www.hud.gov/offices/adm/hudclips/handbooks/hsg/4060.1/index.cfm>.
- C. Broker shall have procedures and mechanisms in place as required and outlined under the Federal Trade Commission’s Fair & Accurate Credit Transaction Act – specifically, but not limited to, the Red Flags Rules. Said procedures and mechanisms are to protect the identity of customers.

Section 4 - Indemnification

- A. Broker shall indemnify and hold harmless the lender from any loss, cost, claim, liability, expense, penalty or other damage of any kind, including, without limitation, reasonable attorney’s fees incurred by the lender, as a result of any actions taken or not taken by you or any statements made by you involving an Applicant or any other person, excepting only such losses as are caused by the lender’s gross negligence or willful misconduct. Broker further agrees to indemnify and hold harmless the lender from and against any loss, cost, claim, liability, expense, penalty or other damage of any kind caused by any breach of the Agreement or violation of law or regulation applicable to any loan submitted hereunder.
- B. Broker’s obligation to indemnify the lender under this agreement shall not be affected by the lender or its assigns taking any of the following actions with or without notice to the broker: (1) Liquidation, retirement, sale or resale of any mortgage loan or repayment, (2) foreclosure of any mortgage loan, or (3) sale or resale of the property securing the mortgage loan.

- C. If broker has collected any fees from a borrower in connection with a mortgage loan that has been rescinded pursuant to then applicable state or federal law or regulations, broker shall promptly refund all such fees to the borrower.

#### Section 5 - Broker's Purchase Obligations

- A. In the event broker, or broker's employees or licensees, submit false or fraudulent information on an Application or other underwriting documents, where the information materially and adversely affects the value of a mortgage loan or the interest of the lender in such mortgage loan, broker shall purchase the related mortgage loan upon written demand. Broker shall have the opportunity to cure the mortgage loans in all respects (in the sole judgment of the lender) within thirty (30) days of receipt of written notice. If the broker is unable to or refuses to cure the mortgage loan within the thirty (30) day period to cure, broker agrees to purchase the mortgage loan within ten (10) days of receiving the lender's demand for purchase. Broker agrees to pay any and all documentary stamp taxes, recording fees, transfer taxes and other expenses payable in connection with any purchase, including, but not limited to, the lender's reasonable attorneys' fees. The lender is not required to demand purchase within any particular period of time, and any delay in making such a demand shall not constitute a waiver by the lender of any of its rights or remedies in the future. The purchase price shall be calculated in the following manner: (i) the then outstanding principal balance of such mortgage loan, (ii) accrued and uncollected interest based on the note rate on such mortgage loan calculated up to, but not including, the date of purchase, (iii) return of the yield spread premium, and (iv) any costs or expenses incurred for action reasonably taken by the lender. Any amount owed by broker to the lender may be offset against funds due to broker (i.e. right of setoff).
- B. The option to request or accept purchase of any loan is at the sole discretion of the lender. Notwithstanding that broker may be obligated to purchase a loan pursuant to the terms of Section 4, lender may, in its sole discretion and on terms determined by the lender but agreeable by broker, permit broker to indemnify the lender against all suits, costs, damages, losses, fees, or claims including without limitation reasonable attorneys' fees, which may be incurred by lender or its assigns in connection with such loan. The terms and conditions of any such permitted indemnification shall be set forth in a separate agreement between lender and broker.
- C. If there is any false or fraudulent information in the file, the lender shall have the right to demand that the broker purchase the loan from the lender or the current servicer.

#### Section 6 – Early Payment Default

- A. Broker agrees to reimburse the lender the amount of the yield spread premium plus an administrative fee of \$1,500 for any loan which becomes 90 days or more delinquent in any of the first five (5) payments of the mortgage. Broker agrees to reimburse these funds within ten (10) business days of receiving written notice of the late payment from the lender. Broker acknowledges that any amount owed by broker to lender may, at the sole discretion of the lender be offset against any payments owed by lender to the broker.
- B. Should broker not reimburse funds as required, the terms of this agreement may immediately be terminated at the sole discretion of the lender.

#### Section 7 – Solicitation

- A. For a period of six (6) months beginning on the date the loan is funded under this agreement, broker shall not take any action or cause any action to be taken by any of its employees, agents or affiliates, other brokers or lenders or by independent contractors acting on broker's behalf, to solicit the loan in any manner whatsoever, including, without limitation, solicit the borrower(s) to refinance the loan. Further, if any borrower(s) of a loan closed by broker with the lender under this agreement requests a refinance within this six (6) month period, broker shall refer such borrower to the lender or, provided the proposed loan meets lender's guidelines, broker may process the refinance request under the obligation of funding the loan with the lender with a premium to be negotiated by the parties. If the broker violates this agreement, broker shall be required to repay to lender the greater of: (1) the yield spread premium paid by the lender to the broker or, (2) one percent (1%) of the loan amount.

#### Section 8 – Miscellaneous

- A. Broker agrees that transactions with lender under this agreement may be subject to regulatory examination and oversight, including but without limitation, examination and oversight by individual states, Federal Reserve, HUD, Fannie Mae or Freddie Mac. Broker shall comply with all regulatory requirements and shall grant regulatory agencies the right to audit the books and records of the broker to monitor or verify lender's performance under and compliance with the terms of this agreement.
- B. Lender expects broker to maintain an acceptable close ratio; with close ratio defined as the ratio of closed to submitted loans. If broker's close ratio is deemed unacceptable, with unacceptability being determined solely by lender, the lender reserves the right to change broker's pricing/approval status.
- C. This agreement contains the entire agreement regarding the matters contemplated herein, and any statement or promise that is not included in this Agreement shall be unenforceable. This agreement supersedes all prior agreements, oral and written, regarding the subject matter hereof. This agreement shall not be modified or altered except in writing signed by both the lender and the broker. If any term or provision of this agreement is

declared unenforceable, then the remaining terms shall be unaffected thereby, and shall be enforced as if this agreement did not contain such term or provision.

- D. This agreement shall be deemed to have been made in the State of Texas and be governed by and construed in accordance with internal laws of the State of Texas (regardless of such State's conflict of law principals) and without reference to any rules of construction regarding the party responsible for the drafting hereof. Jurisdiction shall be the State of Texas and venue for purposes of interpretation and enforcement of this agreement is agreed by the parties to be Dallas County, Texas.
- E. No remedy under this agreement is exclusive of any other available remedy, but each remedy is cumulative and is in addition to other remedies given under this agreement or existing in law or in equity.
- F. Any ambiguities in this agreement will not be strictly construed against the drafter of the language concerned but will be resolved by applying the most reasonable interpretation under the circumstances giving full consideration to the intentions of the parties at the time of contracting. This agreement will not be construed against any party by reason of its preparation.
- G. The parties agree to use reasonable efforts to cooperate fully with each other to perform all their duties hereunder and effectuate the purposes and intents of this agreement; such cooperation shall include, but shall not be limited to, the correction of errors that may have arisen in connection with the origination of any mortgage loan and provision of any and all information that may be requested regarding any of the mortgage loans underwritten pursuant to this agreement.
- H. 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 below. Either party may give notice of its change of address by written notice to the other.
- I. This Agreement shall continue until terminated, with or without cause, by either party by giving written notice of termination to the other party. The termination shall be immediate upon the giving of said notice, but shall not effect any representation or warranty by broker with respect to an application or loan, which has funded and will not effect any commitment, which lender has previously issued in writing.
- J. All of broker's representations, warranties, purchase, indemnification obligations, and non-solicitation shall survive any termination of this agreement, and shall be fully applicable whether or not the lender relies thereon or has knowledge of any facts at variance therewith.
- K. The rights and obligations under this agreement shall not be assignable by the broker, except with prior written consent of the lender. The lender, however, may assign all or part of its rights hereunder without any consent of the broker. Any purported assignment in violation of this agreement shall be void.
- L. This agreement shall be construed as though drafted by both parties and shall not be construed against or in favor of any party to the agreement.
- M. No changes or modifications of this agreement shall be valid unless made in writing and signed by all parties hereto.

Unless otherwise provided in this agreement, all notices under this agreement shall be in writing, deemed effective upon receipt and addressed as indicated below:

To AmericaHomeKey, Inc:

AmericaHomeKey, Inc  
17035 W. Wisconsin Avenue  
Brookfield, WI 53005  
Attention: Elisa M. Ruer

Broker:

Name and NMLS Identifier number: \_\_\_\_\_

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

City, State, ZIP: \_\_\_\_\_

Attention: \_\_\_\_\_

**Accepted and agreed:**

AmericaHomeKey, Inc.

Broker: \_\_\_\_\_

BY: \_\_\_\_\_  
Elisa M. Ruer, Associate General Counsel

BY: \_\_\_\_\_

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

**PERSONAL GUARANTEE**

I, \_\_\_\_\_ , personally acknowledge and agree to the terms of the AmericaHomeKey, Inc. Mortgage Loan Brokerage Agreement, and hereby Personally Guarantee compliance, terms and conditions of same”.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

**ADDENDUM TO THE AMERICAHOMEKEY, INC., BROKERAGE AGREEMENT – FHA SPONSORSHIP**

This addendum to the AmericaHomeKey, Inc. Brokerage Agreement – FHA Sponsorship (hereinafter referred to as “addendum”) dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ supplements, amends and becomes part of the AmericaHomeKey, Inc. Brokerage Agreement (herein after referred to as the “agreement”), dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between AmericaHomeKey, Inc. (hereinafter referred to as the “lender”), and \_\_\_\_\_ (hereinafter referred to as the “broker”)

1. Whereas, broker wishes to originate and process FHA loans insured by the Federal Housing Administration;
2. Whereas, lender is an FHA approved lender and agrees to fund FHA loans in accordance with the applicable legislation and guidelines pertaining to such loans; and
3. Now therefore, lender and broker hereby agree to the following:
  - A. Broker acknowledges that Processors that process the FHA loans cannot be contract Processors; said Processors must be W-2 employees. During his/her normal duty hours, employees, who are involved with FHA transactions, may conduct only the business of the mortgagee.
  - B. Broker shall originate process and submit FHA loan applications to lender to underwrite in accordance with lender’s current underwriting criteria and the requirements for insurance under Department of Housing and Urban Development (HUD’s) Direct Endorsement program.
  - C. By submitting loans to the lender, the broker acknowledges that they do not “co-broker” FHA loan submissions and that no compensation (fee splitting) will be paid to any outside third parties not named on the settlement statement for origination or processing of any FHA loan submitted to the lender; additionally, if it is discovered, at any time, that broker participated in a “co-brokering” broker shall be required to purchase said loan.
  - D. Broker represents that their execution, delivery and performance of this addendum has been duly authorized and such action does not, and will not violate any corporate charter, partnership, certificate, agreement or similar document by which broker is bound to or which broker is a party.
  - E. Broker represents that they are authorized to originate FHA loans under applicable FHA regulations, requirements, standards and guidelines as amended from time to time.
  - F. Broker will advise lender of any changes to the approval status of branch offices or the home office. Broker represents that they are authorized and duly licensed to originate and process FHA loans in the jurisdiction where the property is located.
  - G. Lender shall deduct from loan proceeds the mortgage insurance premium and shall forward such premium to HUD. In the event that the broker receives from HUD the OTMIP statement, the MIC or a suspense letter, broker shall forward to lender the same forthwith. Broker agrees to assist lender in resolving any issues related to the non-issuance of HUD insurance, including facilitating the procurement of additional documentation from the borrower if needed. Broker agrees to purchase any loan(s) HUD refuses to insure. It is agreed that any future commissions or premiums earned by the broker may be used to offset losses or penalties incurred by the lender.

Brokers are to contact Elisa M. Ruer at AmericaHomeKey, Inc. via email: [eruer@americahomekey.com](mailto:eruer@americahomekey.com), to request the additional requirements package relating to FHA approval with lender, which must be completed and complied with prior to originating FHA loans.

This addendum is hereby agreed to and accepted by:

AmericaHomeKey, Inc  
By: \_\_\_\_\_  
Name: Elisa M. Ruer  
Title: Associate General Counsel  
Date: \_\_\_\_\_

Broker Name \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_