

ANGEL OAK MORTGAGE SOLUTIONS
THIRD PARTY ORIGINATOR BROKER APPLICATION SUBMISSION CHECKLIST

The documents below are requested to begin the review process for Broker approval. As you follow the steps for Application Submission in the Comerence system, you will receive prompts to upload some or all of these documents and to complete the system generated questionnaire.

☐	Complete Broker Application Package signed by an owner or principal of the company
☐	Broker Agreement completed and signed by an owner or principal of the company
☐	Broker Compensation Addendum completed and signed by an owner or principal of the company
☐	Company Resolution identifying individuals authorized to obligate the company; if Sole Proprietorship, provide a letter from the owner identifying who can obligate the company
☐	Resume for at least one principal owner, majority stockholder (person with 10% or more ownership interest) and key staff members whose experience and knowledge is relied upon to run daily operations
☐	User Access Request Form to include all individuals that will need access to AOMS systems
☐	W-9 Request for Taxpayer ID Number – Complete the W-9 (10/2018 version) with all required information
☐	DBA Filing and/or fictitious business name statement for other trade names listed on the company's NMLS record
☐	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

(Revised 05-05-2022)

ANGEL OAK MORTGAGE SOLUTIONS LLC

Third Party Originator Broker Application Package

Includes documents to be completed:

- ☐ Primary Contact Sheet
- ☐ Angel Oak Mortgage Solutions Application
- ☐ Affiliated Business Disclosure
- ☐ Email Agreement
- ☐ W9



Angel Oak
MORTGAGE SOLUTIONS

Primary Contact Sheet – Broker

We appreciate your interest in joining Angel Oak Mortgage Solutions! Please complete the enclosed Broker application to start taking advantage of the countless benefits Angel Oak 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: _____

Provide the name of an individual, and their contact information, who is able to answer questions and/or provide additional documentation in connection with this application:

Name: _____ Phone: _____

Email: _____

Complete and sign your Broker Application Package then review the Broker Application Submission Checklist posted on the Angel Oak Mortgage Solutions website.

PLEASE NOTE: All applications must be submitted through Comergence by Optimal Blue (<https://comergence.com>); ask your AE for details.

(Revised 05-05-2022)



ANGEL OAK MORTGAGE SOLUTIONS LLC BROKER APPLICATION

COMPANY INFORMATION (MAIN OFFICE OR PARENT COMPANY)	
Company Name:	
Company EIN:	Company NMLS ID:
Company Licensed Since:	Company Main Contact:
Main Office Address:	
Type of Company Formation: (Sole Proprietorship, Partnership, Limited Partnership, Corporation, Limited Liability Company)	

LENDER REFERENCES			
LENDER	PHONE	CONTACT	TITLE

REFERRAL SOURCE(S)	
How did you hear about Angel Oak?	
☐ Product Email from AE	☐ Phone Call from AE ☐ Google Advertisement
☐ Scotsman Guide Advertisement	☐ Other Advertisement: _____
☐ Facebook/Twitter	☐ Association Event: _____
☐ Other Outlet (please specify): _____	

I/We certify that the statements set forth herein are true, complete and correct. I/We hereby authorize Angel Oak Mortgage Solutions LLC to obtain verification from any source named herein as to the accuracy of the information provided and to obtain credit information regarding the Company 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 Angel Oak Mortgage Solutions LLC in connection with this application and any recipient of such information including Angel Oak Mortgage Solutions LLC or its representatives from any and all liability of very nature and kind arising from or in conjunction with the furnishing receipt and review of such information.

Broker/Owner/Corporate Officer Signature

Date



Effective with applications taken on or after January 10, 2014, provisions of the Dodd-Frank Act were enacted that implement regulatory action for Qualified Mortgages and assessment of a borrower's ability-to-repay. Amendments to QM Points and Fees testing was also updated with this regulatory action. Specifically real estate related fees or charges must now be included in the points and fees testing if the fee or charge is paid to an affiliated as defined by the CFPB. Angel Oak Mortgage Solutions LLC will request the status of any affiliation changes for our approved TPO clients each quarter in an effort to maintain compliance and accurate books and records.

BROKER COMPANY NAME	BROKER NMLS ID
BROKER BUSINESS ADDRESS	CITY/STATE/ZIP
BROKER BUSINESS PHONE	BROKER BUSINESS EMAIL ADDRESS

Does your company or any of its owners or its employees have any affiliated business arrangements, including but not limited to partial 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 listed below for each business affiliation.

AFFILIATE COMPANY NAME	AFFILIATE COMPANY TYPE/ SERVICES OFFERED	AFFILIATE OWNER(S) NAME(S)	BROKER OWNERSHIP %	AFFILIATE'S 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 Angel Oak Mortgage Solutions LLC, 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 Angel Oak Mortgage Solutions LLC in writing of the changes.

Signature

Typed Name

Date

This is a business-to-business communication and is intended for licensed mortgage professionals only and is not intended to be distributed to the consumer or the general public.

Revised 05-05-2022



EMAIL AGREEMENT

Recent legislation by the Federal Communications Commission will prohibit email advertising without express written permission of the recipient. Angel Oak Mortgage Solutions LLC 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, Angel Oak Mortgage Solutions LLC requires 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 Angel Oak Mortgage Solutions LLC, 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: _____

Name: _____

Date: _____

**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 • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: 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.

ANGEL OAK MORTGAGE SOLUTIONS

Broker Wholesale Agreement

This Wholesale Broker Agreement (hereinafter "Agreement") is entered into this _____ day of _____ 20____, by and between Angel Oak Mortgage Solutions LLC ("Angel Oak"), having its principal place of business at 980 Hammond Drive, Suite 850, Atlanta, GA 30328 and _____ ("Broker"), having its principal place of business at _____.

NMLS ID: _____

RECITALS

Whereas, Broker is a duly licensed mortgage broker engaged in the business of originating one-to-four family residential mortgage loans for brokering to wholesale lenders.

Whereas, Angel Oak and Broker wish to establish a non-exclusive relationship whereby Broker will, from time to time, submit to Angel Oak for underwriting and funding by Angel Oak, single family first and second lien mortgage loans that meet the wholesale Broker program requirements for those mortgage loan programs offered by Angel Oak.

Whereas, Broker agrees to submit such loans to Angel Oak, and Angel Oak agrees to review, underwrite, and approve such loans, in accordance with and subject to the terms, conditions and warranties provided herein.

Now, therefore, in consideration of the mutual covenants made herein and for other good and valuable consideration, the parties agree as follows:

ARTICLE 1

GENERAL

1.1 Definitions

- 1.1.1 "Applicable Law" means, without limitation, any federal, state or local law, rule, act, regulations and interpreting comments, opinions or rulings, as amended, including without limitation, applicable law for any governmental body or agency granting a license or authority to originate Loans, and applicable loan program guidelines as amended from time to time, whether issued by a government agency, quasi-governmental agency, GSE, investor, or Angel Oak.
- 1.1.2 "Applicant" means the person or persons who submit an Application to Broker that Broker subsequently submits to Angel Oak and who, if Angel Oak agrees to fund the Mortgage Loan, will be liable to Angel Oak as the borrower on the Note upon Closing.
- 1.1.3 "Application" means a completed credit application for a Mortgage Loan, the terms and conditions of which Angel Oak shall specify and provide to Broker, including without limitation, terms and conditions relating to the principal amount, credit terms, rates, security and other requirements. "Broker" means an entity that submits a Mortgage Loan Package to Angel Oak for underwriting and funding.
- 1.1.4 "Loan" means one-to-four, single family, residential first and second lien mortgage loan(s). "Mortgage Loan Package" means, without limitation, the Applicant's Loan application and all the documents, information and reports necessary and required by Angel Oak to determine both an Applicant's eligibility for and ability to repay a Loan prior to making a decision whether to approve a Loan and any documents, information and reports necessary for Angel Oak to fund a Loan in accordance with Angel Oak's then existing Wholesale Broker program requirements, as may be amended from time to time.
- 1.1.5 "Underwrite" or "Underwriting" means the examination of an Applicant's application, credit history, income and financial resources, and other pertinent documentation from the Mortgage Loan Package for the purpose

of determining whether to extend credit to the Applicant. "Wholesale Broker program requirements" means, without limitation, the terms, conditions, guidelines, policies, procedures, pricing information, secondary market standards or any other requirements of Angel Oak (as amended from time to time) in determining whether to accept, approve, underwrite or fund a Loan, that are in effect at the time each Mortgage Loan Package is submitted to Angel Oak.

1.2 Broker Responsibilities

With respect to each Loan submitted by Broker to Angel Oak for underwriting, approval, funding or purchase, Broker shall furnish to Angel Oak, at Broker's expense, such credit data, financial statements, appraisals, real estate information and such additional items as Angel Oak may from time to time require prior to making a decision on whether to fund a Loan. Further, Broker agrees to perform such other functions as Angel Oak may require from time to time, including:

- 1.2.1 Undertake all personal interviews with Applicant and assist Applicant in filling out the Loan application(s);
- 1.2.2 Have and maintain ongoing contact with Applicant from the time of application until closing;
- 1.2.3 Educate and assist Applicant in understanding the home buying and financing process, discuss the different types of loan products available, explain the qualification and eligibility requirements for each product, and demonstrate how closing costs and monthly payments may vary under each product;
- 1.2.4 Provide to Applicant such additional disclosures as are required to be provided by Broker, Angel Oak or Applicable Law including, without limitation, disclosures required by Angel Oak or Applicable Law in connection with fees and charges, including mortgage insurance and broker compensation, disclosures required by federal, state or local truth-in-lending laws, disclosures required by applicable law that govern and regulate mortgage broker conduct and disclosures related to the risks of certain loans to Applicant;
- 1.2.5 Gather all information and documentation needed to complete the Loan application including applicable information required by Applicable Law;
- 1.2.6 Collect and analyze financial information and related documents and assist Applicant in determining the mortgage that Applicant can afford;
- 1.2.7 Assist Applicant in identifying potential credit problems and obtaining letters of explanation;
- 1.2.8 Keep Applicant apprised of the status of Applicant's application and communicate any changes in the Loan terms within a reasonable timeframe and in compliance with Applicable Laws;
- 1.2.9 Maintain regular contact with Applicant, real estate agents and Angel Oak, as needed from time of application to closing;
- 1.2.10 Order the property appraisal in compliance with Appraisal Independence Requirements (AIR) and federal loan program guidelines (as applicable);
- 1.2.11 Participate in the Loan closing, if applicable; Assist Angel Oak with any post-closing issues and/or document requests, if applicable; and,
- 1.2.12 Perform any other service as Angel Oak may from time to time reasonably request.

1.3 Mortgage Loan Packages

Broker shall be responsible for the accurate preparation and execution of a complete Mortgage Loan Package on each Loan request submitted to Angel Oak for underwriting and funding. Each Mortgage Loan Package shall include, but is not limited to, those items listed below:

- 1.3.1 Completed Loan application (Form 1003) signed by Applicant and all disclosures as required by Applicable Law;
- 1.3.2 Supporting credit information;
- 1.3.3 All supporting documentation required by the applicable loan program, including, without limitation, verifications of credit, employment, deposits and mortgage payment history, and financial statements;
- 1.3.4 Copies of all disclosures and information required to be provided to Applicant by this Agreement, the applicable

loan program or Applicable Law, including timely re-disclosure as required by Applicable Law;

1.3.5 All other supporting information necessary to substantiate borrower's qualifications for the Loan; and,

1.3.6 Such other documents as Angel Oak may from time to time reasonably request.

1.4 Licenses, Fidelity Bond, Errors and Omissions Insurance Policy and Surety Bond.

Broker shall annually provide to Angel Oak copies of its licenses and qualifications to conduct business in each state for which Broker originates Loans, updated financial statements, and proof of any errors and omissions insurance or bond coverage as may be required in conjunction with state-licensing, or by Angel Oak.

1.5 Additional Duties

1.5.1 If Broker contracts out for services through a third party service, such as contract processing, then Broker is ultimately responsible for the actions, errors and omissions of contract processor's actions relative to the loan file, loan documents, financial documents and the Applicant.

1.5.2 Broker has no authority to obligate, commit or bind Angel Oak to any agreement for any purpose without Angel Oak's prior written consent, and Broker shall not represent or warrant to any Applicant that Angel Oak has finally approved, or will approve or Close, any Mortgage Loan until Angel Oak so notifies Broker in writing.

1.5.3 Broker warrants that it understands the distinction between an "application" and an "inquiry" within the meaning of HMDA and ECOA, and that, unless otherwise set forth in this Agreement, or unless notified by Angel Oak, it is responsible for complying with the recordkeeping and disclosure requirements of those laws with respect to "applications" that it receives. Broker shall timely notify Angel Oak of all "applications" that it has placed with Angel Oak. Broker shall be responsible for determining if an Application is "incomplete" or has been "withdrawn" as those terms are construed under HMDA and ECOA, and shall timely apprise Angel Oak of these decisions. In such circumstances, Broker will complete and send the appropriate notice to Applicant in accordance with ECOA and all applicable law, with a copy to Angel Oak. In the event that Angel Oak decides that it will not approve a particular Mortgage Loan submitted by Broker, Angel Oak will not deliver to any Applicant an "Adverse Action" notice. Rather, Angel Oak shall deliver a completed Adverse Action notice to Broker specifying the reasons Angel Oak has declined to close the Mortgage Loan. Broker shall then send the Adverse Action notice to Applicant in compliance with ECOA and any other applicable federal, state and local laws.

1.5.4 Broker shall promptly notify Angel Oak if (A) any substantial change in the ownership, financial condition or management of Broker occurs, within thirty (30) days of change, (B) Broker relocates their office(s) notification will occur within fifteen (15) days, (C) Broker knows or has reason to believe that any information in any Application or other document delivered to Angel Oak is or becomes untrue or fails to state any material fact or (D) any government or other agency has made any adverse finding or taken any adverse actions with respect to Broker, or its owners, directors, officers or employees.

1.5.5 Broker shall execute and deliver all such instruments and take all such actions as Angel Oak may reasonably request from time to time in order to effect the purposes of this Agreement and to consummate the transactions contemplated hereby. Without limiting the generality of the foregoing, Broker shall cooperate with Angel Oak with respect to a submitted Mortgage Loans after Closing, if Angel Oak requests Broker's assistance with a non-performing or defaulted Mortgage Loan.

ARTICLE 2

UNDERWRITING, LOAN APPROVAL AND FUNDING

2.1 Underwriting the Loans

Upon receipt from Broker of a complete Mortgage Loan Package, in its sole and absolute discretion, Angel Oak may underwrite and approve or deny a Loan based on Angel Oak's then current guidelines or requirements applicable to the type of Loan being sought, as the same may be amended by Angel Oak from time to time. Angel Oak and Broker agree that Angel Oak may conclusively rely on all information, documents, and reports contained in the Mortgage

Loan Package supplied to it and submitted by Broker and the authenticity and accuracy contained therein. Angel Oak's failure to conduct an independent investigation with respect to the Mortgage Loan Package shall not affect or modify the representations and warranties made by Broker herein or the rights and remedies available to Angel Oak for a breach thereof. Broker is solely responsible for the authenticity and accuracy of all information, documents, and reports contained in the Mortgage Loan Package.

2.2 No Liability

Angel Oak shall have no liability to Broker for Angel Oak's failure to underwrite any Loan in accordance with the applicable guidelines except to the extent such failure constitutes willful misconduct by Angel Oak. Angel Oak shall have no liability for any delays in determining whether a Mortgage Loan meets its underwriting standards.

2.3 Approval of Loans by Angel Oak

If Angel Oak, in its sole and absolute discretion, approves a Mortgage Loan Package, Angel Oak shall issue an approval setting forth the conditions upon which Angel Oak shall fund the subject Loan, along with the expiration date of the approval (the "Loan Approval"). Angel Oak shall have no obligation to fund a Loan prior to the fulfillment of all funding conditions contained in or after expiration of the Loan Approval. Angel Oak shall not be obligated to fund any Loan that does not, in Angel Oak's sole discretion, comply with the terms of this Agreement, or the related Loan Approval. Notwithstanding anything to the contrary contained in this Agreement, Angel Oak shall have no obligation to accept, approve or fund any Loan submitted to it by Broker. Broker and Angel Oak expressly agree and acknowledge that Broker shall have no right, power or authority, express or implied, to approve a Loan application, orally or in writing, on behalf of Angel Oak or to issue to Applicant any type of commitment to loan funds on behalf of Angel Oak or to represent to any person that Angel Oak has approved or will approve any Mortgage Loan Package or that Angel Oak has issued or will issue a binding commitment to fund any Mortgage Loan Package.

2.4 No Table Funding

Broker understands that Angel Oak does not "table fund" loans (defined as where the closing documents are prepared by Angel Oak or a third party in the name of Broker with the settlement funds provided by Angel Oak) and Broker agrees not to submit table funded loans to Angel Oak.

ARTICLE 3

WARRANTIES AND REPRESENTATIONS OF BROKER

3.1 Warranties and Representations Regarding the Broker

Broker represents, warrants and covenants to Angel Oak that, with respect to itself, including each office or branch operated by Broker and any of its owners, directors, officers, employees, agents, independent contractors, licensees or other personnel originating Loans under Broker's license to originate Loans and the Loans, the following are true and correct as of the date hereof and shall remain true and correct during the term of this Agreement:

- 3.1.1 Broker is and shall continue to be a duly organized and validly existing entity and that it is in good standing under applicable law of the state of its organization.
- 3.1.2 Broker is duly licensed, registered or approved to perform the activities set forth in this Agreement in the jurisdictions in which it conducts business and where the property securing a Loan is located. Broker shall maintain such licenses, registrations or approvals in good standing throughout the term of this Agreement. Broker shall submit copies of all licenses, registration or approvals to Angel Oak upon execution of this Agreement and upon request by Angel Oak. Broker is in full compliance with the Secure and Fair Enforcement for Mortgage Licensing Act, 12 U.S.C. §§ 5101 et seq., to the extent applicable. Broker has obtained and shall maintain in good standing all Angel Oak's and/or broker's licenses to originate first and/or subordinate lien residential mortgage loans, filings, permits, foreign qualifications, business licenses and other licenses as may be required by applicable, federal, state or local laws, rules or regulations. Copies of all Angel Oak's and/or broker's licenses held by Broker and that authorize Broker to engage in the business of brokering residential mortgage loans have been, and renewals will be, provided to Angel Oak.

- 3.1.3 Broker shall immediately notify Angel Oak if any license, registration or approval is not renewed or is suspended, terminated or cancelled for any reason or if Broker fails to be in compliance with qualification or licensing laws of any jurisdiction where it conducts business.
- 3.1.4 Broker shall immediately notify Angel Oak if any government or other agency has made any adverse finding or taken any adverse actions with respect to Broker or its owners, directors, officers, employees or agents, including any formal or informal administrative or judicial action.
- 3.1.5 Broker has the requisite power and authority to execute and deliver this Agreement, and to originate Loans in accordance herewith, and Broker will have done all acts necessary to approve the execution and delivery of this Agreement.
- 3.1.6 Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated by this Agreement, shall conflict with or result in a breach of, or constitute a default under any of Broker's organizational documents or any instrument or agreement to which Broker is a party, or by which it or its properties may be bound, nor be in violation of any law, rule, regulation, governmental decree, order or ruling as to which Broker may be bound.
- 3.1.7 No consent, waiver or approval of any entity (public or private) is or will be required in connection with the execution, delivery, performance, validity or enforcement of this Agreement or any other agreement, instrument or document to be executed or delivered in connection herewith or pursuant hereto.
- 3.1.8 There is no pending or threatened suit, action, arbitration, or legal, administrative, or other proceeding or investigation, against Broker or its current or former owners, officers, directors, employees, representatives and agents that would prevent the execution, delivery, and performance by Broker of its obligations under this Agreement or which could have a material adverse effect upon Broker's business, assets, financial condition or reputation or upon any Mortgage Loan Package submitted to Angel Oak.
- 3.1.9 Broker is not a party to, bound by or in breach or violation of any agreement or instrument, or subject to or in violation of any statute, order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over it, which materially and adversely affects, or may in the future materially and adversely affect, the ability of Broker to perform its obligations under this Agreement.
- 3.1.10 Broker has not entered into any agreement, commitment or understanding and has no current plans to enter into any agreement, commitment or understanding to merge with or into, or sell all or substantially all of its assets to, any other person or entity or dissolve, liquidate or otherwise terminate its corporate rights, existence or franchise.
- 3.1.11 This Agreement, when duly executed by the Broker and Angel Oak, shall represent a legal, valid and binding obligation of the Broker, enforceable against the Broker, including its officers, directors, employees, representatives, and agents enforceable in accordance with its terms.
- 3.1.12 All information, reports or other documents submitted by Broker to Angel Oak in connection with Angel Oak's review and approval of Broker continues to be true, correct and accurate and no such information, reports or other documents contain any untrue statement of fact or omits to state a fact necessary to make the statements contained herein or therein not misleading.
- 3.1.13 No representation, warranty or written statement made by Broker in connection with this Agreement or in any Mortgage Loan Package or any document submitted to Angel Oak in connection with the transactions contemplated hereby by Broker contains, or will contain, any untrue statement of material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein not misleading.
- 3.1.14 Broker shall make prompt, timely, full, accurate, and truthful disclosures to Angel Oak of all facts, information and documentation of which Broker may know, suspect, or have actual or constructive notice that could or has affected the validity, collectability, security or enforceability of any Loans submitted to Angel Oak hereunder, including all facts, information and documentation relating to any disputes, proceedings, litigation or governmental action threatened, anticipated, or pending, respecting the Applicant, the property, or Loans, as well as all facts, information and documentation relating to the Applicant, their creditworthiness or the

value or condition of the property.

- 3.1.15 Broker shall not use Angel Oak's name, trademarks or service marks in any manner, including, without limitation, in any advertising or marketing materials, or other promotional campaign, including any internet or website materials without the express prior written consent of Angel Oak.
- 3.1.16 Broker has entered into a written origination agreement with each Applicant if required by Applicable Law and disclosed all information to Applicant as required by Applicable Law, including all compensation to be paid to Broker.
- 3.1.17 Each loan originator employed by or affiliated with Broker is properly qualified, licensed or registered as required by Applicable Law to transact business in each state where property securing a Loan is located, and Broker and its loan originators have complied with all mortgage loan originator laws and regulations, including but not limited to Regulation Z, the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank"), and its implementing regulations. Broker and its loan originators have complied with all loan originator compensation requirements under Regulation Z and Dodd-Frank, and which Angel Oak may publish from time to time.
- 3.1.18 Broker and each loan originator is, and shall at all times remain, knowledgeable and in compliance with all federal, state and local laws, ordinances, regulations, and any federal, interagency or state guidelines applicable to it and the operation of its business, including but not limited to RESPA, the Home Ownership and Equity Protection Act of 1974, the Fair Credit Reporting Act, the Fair Housing Act, the Equal Credit Opportunity Act, the Truth in Lending Act, the Home Mortgage Disclosure Act, and all regulations and interpretive rulings promulgated under each such law, as each may be amended from time to time.
- 3.1.19 Broker agrees to notify Angel Oak, in writing, of the termination or resignation of any loan originator employed or working on behalf of Broker within ten (10) days of said termination or resignation if such termination or resignation is related in any way to fraudulent loan origination activity or loan origination activity that violates Applicable Law.

3.2 Warranties and Representations Regarding Each Loan

Broker represents, warrants and covenants to Angel Oak that the following are true and correct with respect to each Loan as of the date Angel Oak approves and funds such Loan:

- 3.2.1 Applicant Identification and Privacy. Broker warrants that it employed commercially reasonable standard to confirm the identity of the Applicants and obtained written verification (*i.e.*, photo driver's license or passport) of such Applicant's identity to verify the Applicant's identity. With respect to each Loan and the related Applicant, Broker shall comply with Title V of the Gramm-Leach-Bliley Act of 1999, as amended, and all applicable regulations promulgated thereunder, and shall provide all notices required thereunder or any applicable state privacy laws.
- 3.2.2 Credit Report. Broker shall obtain authorization from each Applicant to investigate Applicant's credit and shall obtain accurate and reliable credit reports from credit reporting agencies, at Broker's cost and expense.
- 3.2.3 Investigation. Broker warrants that all Mortgage Loan Packages have been fully investigated by Broker. Broker further warrants that all representations contained in the Loan application and Mortgage Loan Package are true and correct and meet the requirements and specifications of this Agreement and Angel Oak's eligibility criteria to the best of broker's knowledge.
- 3.2.4 Documents and Information. All information, reports or documents submitted by Broker to Angel Oak in connection with any Mortgage Loan Package or pursuant to this Agreement are in every respect valid and genuine, being on their face what they purport to be, true, correct and accurate and all signatures are the true signatures of the appropriate Applicant to the best of the broker's knowledge. No information, reports or documents submitted by Broker to Angel Oak in connection with any Mortgage Loan Package contain any untrue statement of fact or omits to state a fact necessary to otherwise make the statements contained therein misleading, regardless of whether the document was prepared by the Broker, Applicant, or appraiser.

- 3.2.5 Appraisals. Broker will order the property appraisal included in the Mortgage Loan Package in accordance with Angel Oak appraisal guidelines and through Angel Oak approved AMCs. Broker will comply with appraiser independence requirements of applicable program guidelines, federal, state or local law. Acceptance of a transferred appraisal, or any appraisal completed prior to submission of the Mortgage Loan Package to Angel Oak will be at the sole discretion of Angel Oak.
- 3.2.6 No Omissions. To the best of the Broker's knowledge, no omission, misrepresentation, negligence, fraud or similar occurrence with respect to a Loan, including without limitation, the related documentation has taken place on the part of any person, including without limitation, the Broker, the Applicant, any appraiser, any builder or developer, any real estate agent or any other party involved in the origination of the Loan or in the application of any insurance in relation to such Loan.
- 3.2.7 Compliance with Angel Oak Requirements. The Loan has been originated in accordance with the Wholesale Broker program requirements set forth by Angel Oak and all documents submitted by Broker in connection with any Mortgage Loan Package comply in all respects with the terms and conditions of this Agreement.
- 3.2.8 Applicant's Funds. No funds (including, without limitation, the down payment or any future monthly payments under the related Note) have been advanced by the Broker, a broker or a third party on behalf of the Applicant or any other obligor in connection with such Loan; and all costs, fees, and expenses incurred in originating such Loan have been paid in full. To the best of the Broker's knowledge, any and all funds advanced to pay costs, fees and expenses in connection with such Loan came from the Applicant, unless otherwise submitted to Angel Oak in writing and approved by Angel Oak prior to the date of Loan approval.
- 3.2.9 No Oral Promises. There are no agreements or promises, either oral or written, between Broker and the Applicant pertaining to such Loan, other than those submitted to Angel Oak in writing and approved by Angel Oak prior to the date of Loan approval.
- 3.2.10 Broker Compensation. Broker may negotiate with and receive from the Applicant, payable at the time of closing, a reasonable fee for its services, including taking the Loan application and additional services performed, provided such fees are allowed by Applicable Law and are reasonably related to the reasonable value of the services provided by Broker to the Applicant. Angel Oak shall disclose all fees, including Angel Oak-paid compensation, on the Loan Estimate in accordance with Applicable Law. Such fees shall also be disclosed on the Closing Disclosure and shall be collected at closing and remitted to Broker. In no case shall Broker receive compensation from both the Applicant and Angel Oak. Broker also warrants that the Loan was not originated by anyone else other than the Broker.
- 3.2.11 Points and Fees. Broker shall include in their submission documentation all amounts Broker will charge Applicant or earn in connection with the Loan, including any Angel Oak-paid compensation. Notwithstanding anything to the contrary contained herein, Broker shall not upcharge any Applicant in excess of the actual charge and shall not charge any amount that exceeds the applicable pricing policy, as published by Angel Oak from time to time, and such amount must be set forth on the Loan Estimate or otherwise shown to have been properly disclosed to Applicant in compliance with Applicable Law. No Applicant was charged fees payable prior to closing, except as permitted by and in compliance with Applicable Law. No Applicant was charged "points and fees" (whether or not financed) in an amount greater than any "points and fees" threshold as defined in TILA or any other Applicable Law. All points and fees related to each Loan are accurately described and disclosed to Applicant. "Points and fees" shall have the meaning as defined in TILA or Applicable Law.
- 3.2.12 Reasonable Fees. All fees paid to Broker, whether by Angel Oak or Applicant, are reasonably related to the value of goods or facilities actually furnished or services actually delivered by Broker. Broker has performed services of a type and in the quantity required under applicable law to receive such compensation. Broker has disclosed, and shall disclose, such compensation to the Applicant for each Mortgage Loan where such compensation is paid, or is expected to be paid, pursuant to applicable law. No fees of any kind, other than a reasonable credit report fee not exceeding the actual cost of the credit report, have been charged to or collected from Applicant by Broker, or any employee or agent of Broker, prior to the Applicant's receipt of the initial disclosures from Angel Oak, as required under Regulation Z and Regulation X.
- 3.2.13 No High Cost Loans. To the best of Broker's knowledge, the Loan does not constitute a high cost mortgage as

defined by Section 32 of the Truth-in-Lending Act ("TILA") and does not exceed any high cost "points and fees threshold" or high cost "APR or Rate threshold" as defined in TILA or in any applicable federal, state or local law.

- 3.2.14 No Predatory Loans. The Loan was not originated through the use of predatory lending practices or in violation of any federal, state, or local predatory lending law or fair lending law, regardless of the name of the law. The Loan is in compliance with the anti-predatory lending eligibility for purchase requirements of Fannie Mae's Selling Guide or Freddie Mac's Seller/Servicer Guide.
- 3.2.15 Mortgage Insurance (If applicable). No action has been taken or failed to be taken, no event has occurred and no state of facts exists or has existed that has resulted or will result in an exclusion from, denial of, or defense to coverage under any mortgage insurance policy, if applicable, whether arising out of actions, representations, errors, omissions, negligence or fraud of Broker, the Applicant or any party involved in the application for such coverage or the origination of the Loan or related documents, including the appraisal, plans and specifications and other exhibits or any other document, or for any other reason under such coverage.
- 3.2.16 Fair Lending. Broker has complied with the fair lending requirements of the FHA and all regulations promulgated pursuant thereto and with all other applicable federal, state and local laws, rules and regulations pertaining to fair lending. With respect to each Applicant, Broker has not discriminated in the provision of or in the availability of financial assistance because of the consideration of (A) trends, characteristics or conditions in the neighborhood or geographic area surrounding a housing accommodation, unless Broker can demonstrate in the particular case that such consideration is required to avoid an unsafe and unsound business practice, or (B) race, color, religion, sex, handicap, marital status, domestic partnership, national origin or ancestry. Further with respect to each Applicant, Broker has not considered the racial, ethnic, religious or national origin composition of a neighborhood or geographic area surrounding a housing accommodation or whether or not such composition is undergoing change, or is expected to undergo change, in appraising a housing accommodation or in determining whether or not, or under what terms and conditions, to provide financial assistance.
- 3.2.17 Compliance with FNMA, FHLMC or Investor Guidelines. If the Loan is a conventional conforming loan, it has been originated in conformance with all applicable Angel Oak requirements and all applicable requirements of Fannie Mae or Freddie Mac for sale to Fannie Mae or Freddie Mac and inclusion in a Fannie Mae or Freddie Mac mortgage backed securities pool, as applicable, and is otherwise originated in compliance with investor guidelines and is an investment quality Loan suitable for sale on the secondary market to a secondary market investor.
- 3.2.18 Compliance with Laws. As originated, the Loan complies with Applicable Law in all respects, including, but not limited to, RESPA, the Flood Disaster Protection Act, the Federal Consumer Credit Protection Act, including the Truth-in-Lending and Equal Credit Opportunity Acts, the Federal Fair Housing Act, the Home Ownership and Equity Protection Act, Gramm-Leach-Bliley Act, the Home Valuation Code of Conduct and applicable law governing fraud, lack of consideration, unconscionability, consumer credit transactions, consumer protection and consumer privacy, interest or other charges, licensing of mortgage brokers, Angel Oaks and loan officers, and mortgage insurance applicable to the Loan, including without limitation, the origination, servicing and collection thereof. The Loan is not subject to the Federal Trade Commission's "Preservation of Consumer's Claims and Defenses Rule", 16 C.F.R. part 433.
- 3.2.19 Anti-Steering. Broker has complied with the anti-steering provisions of Regulation Z, 12 C.F.R. § 226.36, and the related Official Staff Commentary and any amendments thereto. Broker presented Applicant with sufficient information to satisfy the safe harbor (anti-steering) provision which includes Mortgage Loan options for each type of transaction in which Applicant expressed an interest and the Mortgage Loan options included a Mortgage Loan with the lowest interest rate, a Mortgage Loan with the lowest interest rate and which does not contain any risky features, and a Mortgage Loan with the lowest total dollar amount of origination points/fees and discount points. No Applicant was encouraged or required to select a loan product offered by the Broker which is a higher cost product designed for a less creditworthy Applicant, taking into account such facts as, without limitation, the loan product requirements and the Applicant's credit history income, assets and liabilities. Any Applicant who sought financing through a Broker's higher-priced subprime or Alt-A lending channel was directed to the Broker's standard loan products if the Applicant was able to qualify

for one of the standard loan products. Broker and its loan originators have complied with all anti-steering rules and regulations, including but not limited to Regulation Z, Dodd-Frank, and its implementing regulations, and all of Angel Oak's requirements regarding the same as it may publish from time to time.

- 3.2.20 No Third Party Originators. The Loan was not originated by a person other than Broker (commonly referred to in the industry as a "third party origination" or "TPO"). For purposes of this subsection, "originated by a person other than Broker" shall mean that any or all of the following conditions exist: (i) the Loan application was taken by, or (ii) documents evidencing the credit-worthiness of the Loan were collected by, or (iii) the appraisal of the property was obtained by, or (iv) the Loan was originated by or in the name, of a person other than Broker or other than a person in the direct and principal employment of Broker. There is no agreement between Broker and any other person or entity for the payment of any referral fee, rebate, bonus, kickback, or other payment and no payment of such referral fee, rebate, bonus or kickback, or other payment has been or will be made to any person, including, but not limited to, the Applicant or Broker. No Mortgage Loan Package will be submitted that has been referred or brokered to Broker by a person other than Broker who will directly or indirectly receive any fee or compensation from Broker.
- 3.2.21 Insurance Refunds. Insurance refunds or credits of any kind whatsoever, for insurance of any kind sold by Broker in conjunction with a Loan shall be the sole responsibility of the Broker in the event of prepayment of such Loan, cancellation of insurance or any other event requiring refunding or crediting of unearned insurance premiums. In the event Angel Oak is required to pay or credit Applicant in connection with the cancellation of such insurance, Broker shall pay to Angel Oak, from the Broker's own funds, any required insurance premium rebate resulting from the prepayment, cancellation, refinancing or other termination of any Loan. Upon such payment, Angel Oak shall assign in writing any rights it had to require that the insurer reimburse user for any rebate made to Applicant.
- 3.2.22 Communications Received by Broker. Within five (5) days of receipt by Broker, Broker shall forward to Angel Oak all communications, inquiries and remittances which Broker may receive with reference to the Loan. Broker shall promptly provide such other information as Angel Oak may reasonably request.
- 3.2.23 True and Correct. All representations and warranties made by Broker with respect to the Loan are true and correct.
- 3.2.24 Disclosure of Relationships. Except as otherwise disclosed to Angel Oak and approved by Angel Oak in writing prior to Closing, Broker does not have, and shall not have, any direct or indirect ownership interest, or any familial relationship interest, in any Mortgaged Property intended to secure a proposed Mortgage Loan.

ARTICLE 4

REMEDIES

4.1 Repurchase and Indemnification

Upon the occurrence of any Repurchase Obligation (as defined below), Broker shall be obligated to repurchase the related Loan and indemnify Angel Oak for such related Loans(s) in accordance with the terms and conditions contained herein. At Angel Oak's sole option, Angel Oak shall have the right to require Broker to (i) repurchase the related Loan, (ii) indemnify Angel Oak for such related Loan or (iii) enter into an Indemnification Agreement (as defined below) in lieu of repurchasing the related Loan, in any case, in accordance with the terms and conditions contained herein. Angel Oak's prior knowledge of any fact, at any time, concerning the Loan, or any delay by Angel Oak in making demand or request for repurchase or indemnification hereunder, shall neither impair Angel Oak's rights nor constitute a waiver of Broker's obligations hereunder.

4.2 Repurchase Obligations

An occurrence of any of the following shall be considered a "Repurchase Obligation":

- 4.2.1 If Broker failed to observe or perform or has breached any of the representations, warranties, covenants or agreements contained in this Agreement or Angel Oak's requirements with respect to the Loan.

4.2.2 If the Mortgage Loan Package contains evidence of fraud or misrepresentation.

4.3 Request for Repurchase; Repurchase Price; Repurchase Procedures

- 4.3.1 Request for Repurchase. In the event of an occurrence of any Repurchase Obligation, upon the request of Angel Oak, Broker hereby agrees to repurchase the related Loan (or, if the related Loan has been foreclosed, to repurchase the related property) within ten (10) days after Angel Oak's written request therefore for an amount equal to the Repurchase Price (as defined below). For the purpose hereof, the term "foreclosure" shall include judicial foreclosure, non-judicial foreclosure, deed in lieu of foreclosure, short sale or any other mechanism of obtaining title to the property.
- 4.3.2 Repurchase Price. The repurchase price for any Loan which Angel Oak has requested Broker to repurchase (the "Repurchase Price") shall be an amount equal to the sum of
- 4.3.2a The current unpaid principal balance of the Loan at the time of repurchase (or at the time of the foreclosure sale date if the related Loan has been foreclosed),
 - 4.3.2b accrued but unpaid interest on such principal balance at the note rate from the paid-to date of the Loan through and including the last day of the month in which the Repurchase Price is paid,
 - 4.3.2c all costs and expenses, including without limitation, reasonable attorneys' fees and expenses, incurred by Angel Oak as a result of Broker's breach of this Agreement or enforcing the terms of this Agreement or Broker's obligation to repurchase the Loan,
 - 4.3.2d any premium paid by Angel Oak in excess of the principal balance of the Loan at the time of purchase (excluding the service release premium) if Angel Oak has not sold the Loan at the time of Broker's repurchase or if Angel Oak has sold the Loan and it is required to reimburse the purchaser, the premium that the purchaser paid to Angel Oak,
 - 4.3.2e any origination fees paid by Applicant to Broker,
 - 4.3.2f any unreimbursed advances made by Angel Oak, including without limitation taxes or insurance or payments authorized by the note or the mortgage or applicable law to protect Angel Oak's interest in the Loan or related property, and
 - 4.3.2g any other fees, costs or amounts relating thereto.
- 4.3.3 The Repurchase Price shall be reduced by (i) any proceeds of mortgage insurance collected by Angel Oak with respect to the Loan that have not been applied to the unpaid principal balance; and (ii) if the Loan has been foreclosed and the property has been sold to a third party, the proceeds of the sale price received by Angel Oak net of all advances, costs and expenses, including but not limited to reasonable attorneys' fees and expenses, incurred by Angel Oak in connection with such sale.
- 4.3.4 Repurchase Procedures. Upon Angel Oak's receipt of the Repurchase Price, Angel Oak shall execute and deliver to Broker (i) an assignment of the mortgage, an endorsement to the note, and the related Loan file and other loan documents, each without representation, warranty or recourse, and (ii) if Angel Oak previously foreclosed the Loan and at such time then owns the property, a deed to the property, without representation, warranty or recourse, and (iii) if Angel Oak previously foreclosed the Loan but either sold the property or a third party purchased the property at the foreclosure, an assignment of all deficiency obligations of the Mortgagor, without representation, warranty or recourse. With respect to the servicing of any Loan repurchased by Broker, Angel Oak shall transfer such servicing, or cause such servicing to be transferred, to Broker or its designee. If the Broker is unable to service any Loan or does not have a designee for such servicing, Angel Oak may, at its sole option, service such Loan for a fee equal to Angel Oak's then current rate until such time as Broker is capable of servicing such Loan or designates a successor servicer. All costs of transferring servicing of any repurchased Loan from Angel Oak to Broker or its designee shall be borne by Broker and Broker shall reimburse Angel Oak for any costs incurred in connection therewith. Broker's Repurchase Obligation with respect to a Loan shall not be eliminated, reduced or otherwise modified as a result of any modification, workout or assumption of the Loan.

- 4.3.5 Effect of Foreclosure. It is agreed by the parties that Broker's Repurchase Obligation with respect to a Loan shall not be obviated by the fact that the property securing the Loan has been foreclosed upon and said property has been acquired by Angel Oak or a third party, it being understood that Broker's Repurchase Obligation encompasses the repurchase of the property from Angel Oak if Angel Oak has acquired the property, or, if a third party has acquired the property, reimbursing Angel Oak as set forth herein. Notwithstanding anything to the contrary, in no event shall a full credit bid made by Angel Oak its successors or assigns any related party at a foreclosure sale of any Loan affect in any way the rights and remedies of Angel Oak or the obligations of Broker under this Agreement, including, without limitation, the obligations of Broker to repurchase and indemnify Angel Oak as provided herein.

ARTICLE 5

INDEMNIFICATION

5.1 Indemnification

Broker hereby agrees to protect, indemnify and hold Angel Oak and its officers, directors, employees, agents, shareholders, affiliates and representatives harmless from and against any and all losses, liabilities, costs, and expenses, (including reasonable attorneys' fees), judgments, damages, claims, counterclaims, demands, actions or proceedings, by whomsoever asserted in whatsoever jurisdiction or forum, by any person or entity who prosecutes or defends any actions or proceedings as representatives of or on behalf of a class or interested group, or any governmental body, agency, department or commission having jurisdiction pursuant to any applicable law or the settlement or compromise of any of the foregoing relating to, arising out of or in connection with Broker's breach or alleged breach of any representation, warranty or covenant contained herein.

5.2 Indemnification Agreement in Lieu of Repurchase

At Angel Oak's sole option and in lieu of repurchasing the related Loan subject to a Repurchase Obligation, Angel Oak may require the Broker to enter into a written indemnification agreement in a form acceptable to Angel Oak (the "Indemnification Agreement") which requires the Broker to indemnify Angel Oak, including, without limitation, reimbursing Angel Oak for any losses incurred by Angel Oak as a result of such Repurchase Obligation with respect to the related Loan.

5.3 Indemnification for Reporting

Broker understands and acknowledges that Angel Oak may report information about any Mortgage Loan Package that Angel Oak believes to contain misrepresentations or violates Applicable Law to the appropriate governmental body or regulatory agency, Fannie Mae, Freddie Mac, HUD or any mortgage industry background database, including, but not limited to, databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Date Exchange ("MIDEX") or any cooperative industry database. Broker acknowledges that Broker and any owner, officer, agent or employee may be named as the originating entity or loan originator on any such Loan. Broker acknowledges the importance of Angel Oak's right and necessity to disclose such information. Broker, for itself and its directors, officers and employees and their respective successors or assigns and Mortgage Asset Research Institute, Inc., indemnifies and holds Angel Oak and its officers, directors, employees, shareholders, representatives, successors, assigns, agents and affiliates from any and all damage, loss, liability, cost, actions, causes of action, claims, demands or expense both direct and indirect (including without limitation reasonable legal and accounting fees and expenses actually incurred) that may arise from the reporting or use by any database subscriber or any governmental body or agency of any information submitted by Angel Oak with respect to Broker and any owner, officer, agent or employee to any mortgage industry database, including MIDEX.

5.4 Survival. The obligations of Broker under this Article are continuing and shall survive the termination of this Agreement.

5.5 Right of Offset. In addition to any other rights and remedies available to Angel Oak, including, without limitation, the rights and remedies of Angel Oak under this Agreement, Angel Oak shall have the right, at any time, and from time to time, without notice, to offset and to appropriate or apply any and all deposits of money or property or any other indebtedness at any time held or owing by Angel Oak to or for the credit of the account of Broker against and on

account of the obligations and liabilities of Broker under this Agreement or any other agreement between Broker and Angel Oak or between Broker and any of Angel Oak's parent entities, subsidiaries or affiliates, irrespective of whether or not Angel Oak shall have made any demand hereunder and whether or not said obligations and liabilities shall have matured. For purposes of the right of offset, the determination as to whether Broker has any obligations and liabilities under this Agreement or any other agreement between Broker and Angel Oak and the extent of such obligations and liabilities shall be made by Angel Oak in its sole and reasonable discretion. Unless otherwise agreed by the parties, such offset shall not be construed as an accord and satisfaction of any obligation due from Broker to Angel Oak.

ARTICLE 6

BOOKS AND RECORDS; QUALITY CONTROL

- 6.1 **Record Keeping.** During the term of this Agreement, Broker shall maintain a complete and accurate account of all funds collected and paid relating to the Mortgage Loans Closed with Angel Oak. Angel Oak or its agent shall have the right, during reasonable business hours, to examine and audit the books, records, correspondence, collections, quality control and collection procedures, internal audit reports and other papers and electronically-stored information relating to a Mortgage Loan or to the matters contemplated by this Agreement and to make copies of any of the foregoing.
- 6.2 **Quality Control Program.** Broker shall establish a quality control program to ensure that its policies, procedures and practices conform to the requirements of this Agreement and to all applicable laws, rules and regulations. Broker shall conduct periodic internal audits to determine if its practices conform to its own policies and procedures, to the requirements of this Agreement and to the requirements of all applicable laws, rules and regulations. Such internal audits shall occur not less frequently than annually. If an internal audit reveals any material deficiency in its policies, procedures or practices, Broker shall immediately notify Angel Oak of all such deficiencies and shall promptly undertake remedial actions to cure such deficiencies. Broker shall document the results of such internal audits and any remedial actions undertaken and shall retain such documentation in its books and records for inspection by Angel Oak pursuant to Section 8.1. Upon Angel Oak's request, Broker shall deliver a copy of such documentation to Angel Oak without charge.
- 6.3 **Audit.** Angel Oak or its agent shall have the right to conduct its own independent audit of Broker to ascertain if the policies, procedures and practices of Broker conform to the requirements of this Agreement and to all applicable laws, rules and regulations. Angel Oak or its agent may conduct such independent audits at such times during reasonable business hours and with such frequency as Angel Oak deems appropriate in its sole discretion.

ARTICLE 7

TERMINATION

- 7.1 **Termination.** Angel Oak and Broker shall have the right to terminate or suspend this Agreement at any time for any reason, which termination or suspension shall be effective immediately upon the other party's receipt of written notice thereof. Notwithstanding any such termination or suspension, this Agreement shall continue to apply with respect to any Loan applications which have been locked-in, submitted or otherwise committed to Angel Oak under this Agreement. Notwithstanding anything to the contrary contained herein, this Agreement (including without limitation all of Broker's representations and warranties) shall survive any termination or suspension of this Agreement and shall remain in full force and effect with respect to each Loan brokered to or funded by Angel Oak prior to the effective date of such termination or suspension, for so long as there is outstanding principal or interest due Angel Oak or Angel Oak's assignee on the related note, or until such time as Angel Oak's interest or assignee's interest in such note has been completely liquidated. In the event Angel Oak sells or transfers the Loan, the provisions and obligations contained in this Agreement (including without limitation all of Broker's representations and warranties) shall survive any such sale or transfer and shall remain in full force and effect with respect to each such sold or transferred Loan.
- 7.2 **Suspension.** In the event that any government or agency initiates an investigation of Broker, Angel Oak may suspend

Broker's eligibility, in addition to any other right or remedy Angel Oak may have, until the investigation is complete. Such suspension shall not operate as a termination of this Agreement under Section 10.1 unless Angel Oak subsequently so elects. During the period of suspension, Angel Oak may, in its sole discretion, continue to Underwrite Mortgage Loans without waiving any of its rights under this Agreement, including its rights under this Article 10. No such suspension shall operate in any way to terminate or otherwise limit the obligations of Broker under this Agreement, nor shall it operate to excuse or relieve Broker from the continuing performance of each of its obligation under this Agreement.

ARTICLE 8

MISCELLANEOUS

8.1 Notification of Change in Status or Adverse Information Related to any loan

Broker shall immediately notify Angel Oak of any of the following:

- 8.1.1 Any material change in the ownership, financial condition or management of Broker, including a change in control as defined by any jurisdiction from which it conducts business.
- 8.1.2 Broker changes the name or address under or from which it conducts business.
- 8.1.3 Broker is notified or has reason to believe that any Loan submitted by Broker to Angel Oak was originated in violation of Applicable Law.
- 8.1.4 Broker knows or has reason to believe that any information in any Mortgage Loan Package or other document submitted to Angel Oak is or becomes untrue or fails to state any material fact or constitutes a misrepresentation.
- 8.1.5 Broker is notified or has reason to know of any complaint by an Applicant or any federal, state or local regulatory agency related to any Loan submitted by Broker to Angel Oak.
- 8.1.6 Broker is notified or has reason to know of an Applicant's request to rescind a Loan submitted by Broker to Angel Oak.
- 8.1.7 Broker, Broker's owner or principal, or any entity owned by Broker or Broker's owner or principal files a bankruptcy petition or is a party to any similar proceeding.
- 8.1.8 Broker shall notify Angel Oak in the event Broker intends to originate Loans through multiple locations or branches or by multiple loan originators. Broker agrees to provide Angel Oak with such information as Angel Oak may reasonably request regarding such locations and loan originators. Notwithstanding anything to the contrary contained in this Agreement, Broker shall be liable for the acts and omissions of its officers, employees and agents, including, without limitation, its loan originators.

8.2 No Solicitation of Refinancing

Broker shall not solicit or encourage, directly or indirectly, the refinancing of a Loan funded by Angel Oak for a period of twelve (12) months immediately following the closing of such Loan without the express prior written consent of Angel Oak.

8.3 Notification of Rescission

In the event that the submission of a Mortgage Loan Package to Angel Oak by Broker results in the closing and funding of a Loan to the Applicant by Angel Oak, which Loan is subsequently rescinded by the borrower pursuant to the Truth-in-Lending Act, Regulation Z or any similar law or regulation, Broker shall immediately notify Angel Oak of the borrower's rescission in writing within two (2) business days.

8.4 Relationship of the Parties

Angel Oak and Broker acknowledge and agree that at all times they are operating as independent parties. This Agreement is for the sole and exclusive benefit and obligation of the parties hereto and nothing contained herein shall be construed to give any party, other than Angel Oak and Broker, any legal or equitable right, remedy or claim

under or in connection with any provision of this Agreement. Nothing contained herein shall constitute a partnership, joint venture or agency relationship between Angel Oak and Broker and neither party shall at any time hold itself out to any third party to be an agent or employee of the other.

8.5 Non-Exclusive Arrangement

This is a non-exclusive agreement and Broker shall not be obligated to submit any or all loans that it brokers to Angel Oak.

8.6 Cooperation

The parties hereto each agree to cooperate 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 Loan and provision of any and all information that may be requested regarding any of the Loans underwritten pursuant to this Agreement. Broker shall use its best efforts to obtain any necessary correction to any documents related to the Loan, upon request by Angel Oak.

8.7 Notices

Except where telephonic instructions or notices are authorized herein to be given, all notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and mailed (certified mail, return receipt requested, postage prepaid), sent by overnight courier (charges prepaid), or sent by facsimile (and confirmed by return facsimile with a copy sent by first class mail), or personally delivered, addressed to the respective party at the address or facsimile number set forth below:

If to Angel Oak:

Angel Oak Mortgage Solutions LLC Attn: Wholesale Division

980 Hammond Drive, Suite 850, Atlanta, GA 30328

Telephone: 404-637-0396

Email: compliance@angeloakms.com

If to Broker:

Address: _____

Attn: _____

Telephone: _____ Facsimile: _____

Email: _____

Each party shall promptly provide written notice to the other of a change in its address, telephone number, facsimile number or designated email address. Notices delivered personally or by overnight courier shall be effective upon delivery. Notices transmitted by facsimile shall be effective when transmitted. Notices delivered by certified mail shall be effective on the date set forth on the receipt of certified mail, or the third business day after mailing, whichever is earlier.

8.8 Communications with Broker

Broker acknowledges and agrees that Angel Oak may communicate with Broker and provide Broker with information related to this Agreement or otherwise by any means legally permissible, including, without limitation, telephone, electronic mail and facsimile. To the extent Angel Oak is required by applicable law to obtain Broker's prior consent to receive such communications from Angel Oak via any such means, Broker hereby grants Angel Oak such prior consent for any such applicable law and Angel Oak shall not be required to obtain any additional consents from Broker.

8.9 Due Diligence and Information Related to Broker

Broker acknowledges and agrees that any information obtained by Angel Oak from Broker or otherwise in connection with Angel Oak's review and approval of Broker or any Loan submitted to Angel Oak for funding or

purchasing may be provided by Angel Oak to any of its parent entities, subsidiaries or affiliates, if permitted by applicable law. With respect to any information related to a Loan submitted to Angel Oak for funding, Broker expressly consents to the release of such information by Angel Oak to its parent entities, subsidiaries or affiliates which may have a need to know such information. Further, any other information provided by Broker to Angel Oak in connection with this Agreement, including, without limitation, any financial reports with respect to Broker, may be shared with and used by such parent entities, subsidiaries or affiliates for similar purposes.

8.10 Mutual Confidentiality

Any part receiving any Confidential Information (herein after “Receiving Party”) hereby agrees that the terms and conditions of this Agreement, shall be kept confidential and their contents shall not be divulged to any party without the Disclosing Party’s express prior written consent. The obligations under this section are continuing and shall survive any termination of this Agreement.

Receiving Party shall not disclose any “Confidential Information” (defined below) to any person who is not an officer, employee, or agent of Receiving Party. Receiving Party shall restrict the disclosure of Confidential Information only to its employees, officers, or agents who have a need to know the Confidential Information. Receiving Party shall only use Confidential Information in connection with the purposes of this Agreement.

“Confidential Information” is defined to include all information supplied to Receiving Party by, or at the direction of, Angel Oak, including any list of entities that are precluded from participating in Angel Oak’s wholesale broker programs to varying degrees, to include, but not limited to, any “Exclusionary List,” all information, data, and material prepared for, or at the direction of Disclosing Party, any information relating to Applicants (past, current and prospective), the Loans, this Agreement, accounts, vendors, marketing activities or plans, business plans, employees, pricing, financial matters, financial statements, the financial condition of the parties, any information revealed to third parties under any confidentiality agreement, understanding or duty, any information generally regarded as confidential in the consumer and commercial credit industries, and any information treated as confidential information or non-public personal information under the Gramm-Leach-Bliley Act, as amended, related regulations, and state privacy laws.

Upon the termination of this Agreement and without further request from Disclosing Party, Receiving Party shall promptly return all materials, data, forms, discs, charts, spreadsheets, and all other materials and information provided by or at Disclosing Party’s direction to Receiving Party or any designee of the Receiving Party, relating to any information used to determine the eligibility of any person or entity for lending purposes by Angel Oak or any designee of Angel Oak. Any other Confidential Information shall be returned to Disclosing Party within ten (10) days of request by Disclosing Party, except that Receiving Party may retain one copy of certain Applicant information if required by applicable law.

Should disclosure of any information or material covered by this Agreement be sought by way of subpoena, court order, administrative decree or by any means while the same is in the possession of Broker or anyone acting for, or at the direction of, Receiving Party, then Receiving Party shall promptly advise the Disclosing Party in writing. In addition, it shall provide Disclosing Party by the most expeditious means available with copies of any papers seeking the disclosure of such information together with copies of all material sought if the same exist and are under Receiving Party’s control. Receiving Party shall not disclose any information voluntarily in such circumstances and shall, if requested by Disclosing Party take appropriate action to protect the confidentiality of such information including, but not limited to, at Disclosing Party’s expense, seeking a protective order of a court of competent jurisdiction.

Receiving Party shall safeguard the Confidential Information from disclosure to any third party using the same precautions that it uses to safeguard its own confidential information, but in no event will such precautions be less than reasonable or less than as required by law. Receiving Party represents and warrants that it has and will have an information security program reasonably designed to (i) ensure the security and confidentiality of the Confidential Information, (ii) protect against any anticipated threats or hazards to the security or integrity of the Confidential Information, and (iii) protect against unauthorized access to or use of such Confidential Information. Receiving Party will advise Disclosing Party of all of its procedures designed to safeguard Confidential Information. Angel Oak may request additional security procedures be implemented and if so requested, Broker shall undertake such steps promptly.

Receiving Party shall require all of its employees, agents, independent contractors, licensees and other personnel performing services for purposes of this Agreement, to abide by the terms of this Agreement prior to being given access to any Confidential Information.

Receiving Party recognizes that no remedy at law for damages is adequate to compensate for breach of the covenants contained in this section. In addition to any other remedies available to Disclosing Party in this Agreement, Disclosing Party shall be entitled to temporary and permanent injunctive relief against breaches of this section without the necessity of proving damages. Such permanent or temporary injunctive relief shall in no way limit any other remedies that may result from the breach of this Agreement.

8.11 Notification of any Modifications and Amendments to Agreement

Angel Oak may modify or amend the terms and conditions of this Agreement from time to time and will notify the Broker of any modifications and amendments by providing a copy to Broker of any modification of amendment within ten (10) business days. A copy of such amendments can be provided in electronic format, including but not limited to posting to Angel Oak's Wholesale website, and releasing via email or fax to the contact of record. Submission of a Mortgage Loan Package by Broker to Angel Oak after the effective date of such modification or amendment is deemed acceptance of the modification or amendment by Broker with respect to each Loan.

8.12 Waiver

No waiver of any provision of this Agreement or of the rights and obligations of the parties shall be effective unless in writing and signed by an authorized representative of the party waiving compliance. Any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

8.13 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Broker may not transfer or assign any of its obligations, rights or interests under this Agreement without the express prior written consent of Angel Oak and any attempted or purported assignment without such consent shall be null and void.

8.14 Severability

If any term, clause or provision of this Agreement shall be deemed invalid or unenforceable for any reason, the remainder of this Agreement shall remain valid and enforceable in accordance with its terms. The invalidity or unenforceability of any term, clause or provision in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.15 Attorneys' Fees

If any claim, legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, Angel Oak shall be entitled to recover reasonable attorneys' fees and other costs incurred, in addition to any other relief to which Angel Oak may be entitled.

8.16 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. Facsimile signatures shall be deemed valid and binding to the same extent as an original.

8.17 Governing Law

This Agreement shall be governed by and construed and enforced under the laws of the State of Georgia, without regard to its conflict of laws principles. In the event of any lawsuit or other proceeding relating to this Agreement, each party hereby consents to jurisdiction in the federal or state courts located in the State of Georgia.

8.18 Entire Agreement

This Agreement is the final and exclusive statement of all agreements and understandings between the parties with respect to the subject matter described herein and all oral and written correspondence relating to the subject

matter hereof, and any previous agreements entered into between Broker and Angel Oak, are superseded by this Agreement. The section headings of this Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

IN WITNESS WHEREOF, the undersigned, by their respective authorized signatories, have executed this Agreement as of the date first above written.

BROKER

ANGEL OAK MORTGAGE SOLUTIONS LLC

Signature: _____

Signature: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

BROKER'S MAIN CONTACT (if different from authorized signer)

Name: _____

Title: _____



BROKER COMPENSATION ADDENDUM TO WHOLESALE BROKER AGREEMENT

*****CURRENT CLIENTS - PLEASE EMAIL THIS COMPLETED FORM TO: TPOapproval@angeloakms.com*****

This Broker Compensation Addendum ("Addendum") is entered into as of the ____ day of _____, 20____, by and between Angel Oak Mortgage Solutions LLC ("Angel Oak") and _____ ("Broker"); NMLS # _____. This Addendum amends and supplements the Wholesale Broker Agreement ("Agreement") entered into by and between Angel Oak Mortgage Solutions LLC and Broker. Hereafter when read together, the Agreement and the Addendum shall constitute one integrated document.

WHEREAS, the Agreement describes the compensation to be received by Broker and additional representations and warranties from the Broker to Angel Oak;

WHEREAS, Angel Oak and Broker have agreed upon the terms to be included in this Addendum as in the best interests of the parties.

NOW THEREFORE, in consideration of the mutual undertakings and covenants set forth in this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. If completed and returned, this Addendum restates and supersedes any and all prior Broker Compensation Addenda to the broker Lending Agreement between the parties.
2. Angel Oak and Broker agree that this Addendum will be effective for all mortgage loans registered and assigned an Angel Oak loan number on or after the date of this Addendum. Angel Oak and Broker agree that the compensation levels specified below shall be effective until amended in writing by the Broker, and received by Angel Oak. Any change to this Addendum will be effective on the 1st day of the following calendar quarter, and will remain in effect for a minimum of one calendar quarter. If Angel Oak does not receive any change request by the end of each calendar quarter, the prior period compensation Tier will automatically renew until further change requests are received. Angel Oak and Broker agree that the compensation provisions of the Agreement will be supplemented as follows:

a. Compensation paid by the Borrower

Angel Oak limits compensation paid by the Borrower to a maximum of 300 basis points. The broker may submit "Borrower-Paid Compensation" loans to Angel Oak with any compensation level up to the maximum allowed. Borrower-Paid Compensation is an agreement of compensation between the Broker and the Borrower, and is agreed to prior to submitting the file to Angel Oak.

b. Compensation paid by the Lender (Angel Oak)

All loans with Lender-Paid compensation must follow the compensation plan in effect at the time the loan is submitted to AOMS. Broker selects the following "Lender-Paid Compensation" level:

- | | | | | |
|--|--|--|--|--|
| ☐ Tier A: 0.75% | ☐ Tier B: 1.00% | ☐ Tier C: 1.25% | ☐ Tier D: 1.50% | ☐ Tier E: 1.75% |
| ☐ Tier F: 2.00% | ☐ Tier G: 2.25% | ☐ Tier H: 2.50% | ☐ Tier I: 2.75% | |

(Note: Please select your Broker Compensation tier carefully, as it must be all inclusive of broker fees, including, but not limited to: origination, processing, application, administration, etc.)

We understand that Lender-Paid Compensation may be based on a fixed percentage of the loan amount and may be subject to a maximum dollar amount that does not vary per loan.

- ☐ We hereby elect not to use a maximum.
☐ We hereby elect to use a maximum of \$_____.



The Broker acknowledges that when compensation is paid by Angel Oak, such amount is and will be their sole source of compensation. The Broker will not charge the consumer(s) any additional fees, or accept any compensation in any form, at any time, from any party other than AOMS.

The Broker acknowledges that if a Loan funded by AOMS is repaid in full within one-hundred eighty (180) days, or a forbearance request is received within ninety (90) days, immediately following the closing of such Loan, Broker, at AOMS's option and sole discretion, shall reimburse AOMS the amount of any compensation that was paid to Broker by AOMS in connection with the Loan. Broker shall reimburse AOMS within ten (10) days after notice of early payoff or forbearance.

By signing below, we certify that:

- The Broker Company is in compliance with the Federal Reserve Board's Loan Officer Compensation, Anti-Steering, and Safe Harbor Final Rule as published in 12 CFR Part 1026 Regulation Z;
- We agree to this Broker Compensation Addendum to Wholesale Broker Agreement and understand that payment of this compensation must be properly disclosed per all legal and regulatory requirements;
- We understand that compensation paid by the Lender ("LPC") can be chosen for a specific branch or company office location, never for a specific subject property or loan, and that all loans originated through a specific branch or company office location must adhere to the LPC chosen for that branch, regardless of the subject property state; and
- We understand that this Broker Compensation Addendum to Wholesale Broker Agreement impacts all loans submitted to Angel Oak from all of our branches or company office locations unless specified below.

*****CURRENT CLIENTS - PLEASE EMAIL THIS COMPLETED FORM TO: TPOapproval@angeloakms.com*****

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representative who, by signing below, represent and certify as having the authority to bind the respective party to this Addendum.

Broker Name _____ ANGEL OAK MORTGAGE SOLUTIONS LLC

Signed: _____ Signed: _____

Typed Name: _____ Typed Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

THIRD-PARTY ORIGINATION REQUEST FOR USER ID & PASSWORD

To add users in the Angel Oak Portal, please complete this form and return to userrequesttpo@angeloakms.com email box. All individuals who work on and/or submit loans will require their own User Profile with login information. Contact info@angeloakms.com or your Account Executive with questions.

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

BROKER OR CORRESPONDENT COMPANY INFORMATION	
Company Name	Company Address
Name of Individual Authorizing the User(s)	Title/Position
Contact Phone	Contact Email Address
Company NMLS ID	Angel Oak Mortgage Solutions LLC Account Executive

Provide the information for the User(s) working on and/or submitting loans to Angel Oak

User Information		
Individual's Full Name:		Persona Profile Requested: ☐ Loan Originator ☐ Loan Processor ☐ Both Company Title for User: _____
Work Location: ☐ Headquarters ☐ Branch City and State: _____		User authorized to submit loans under channels indicated: ☐ Broker ☐ Non-Delegated Correspondent ☐ Delegated Correspondent
(For Loan Originator Only) User NMLS ID: _____ User Phone Number: _____	(For LO and/or LP) Location NMLS ID: _____	User's Email Address: _____

User Information		
Individual's Full Name:		Persona Profile Requested: ☐ Loan Originator ☐ Loan Processor ☐ Both Company Title for User: _____
Work Location: ☐ Headquarters ☐ Branch City and State: _____		User authorized to submit loans under channels indicated: ☐ Broker ☐ Non-Delegated Correspondent ☐ Delegated Correspondent
(For Loan Originator Only) User NMLS ID: _____ User Phone Number: _____	(For LO and/or LP) Location NMLS ID: _____	User's Email Address: _____

THIRD-PARTY ORIGATION REQUEST FOR USER ID & PASSWORD

FOR ADDITIONAL USERS

Page Two

User Information		
Individual's Full Name: _____		Persona Profile Requested: ☐ Loan Originator ☐ Loan Processor ☐ Both Company Title for User: _____
Work Location: ☐ Headquarters ☐ Branch City and State: _____		User authorized to submit loans under channels indicated: ☐ Broker ☐ Non-Delegated Correspondent ☐ Delegated Correspondent
(For Loan Originator Only) User NMLS ID: _____ User Phone Number: _____	(For LO and/or LP) Location NMLS ID: _____	User's Email Address: _____

User Information		
Individual's Full Name: _____		Persona Profile Requested: ☐ Loan Originator ☐ Loan Processor ☐ Both Company Title for User: _____
Work Location: ☐ Headquarters ☐ Branch City and State: _____		User authorized to submit loans under channels indicated: ☐ Broker ☐ Non-Delegated Correspondent ☐ Delegated Correspondent
(For Loan Originator Only) User NMLS ID: _____ User Phone Number: _____	(For LO and/or LP) Location NMLS ID: _____	User's Email Address: _____

User Information		
Individual's Full Name: _____		Persona Profile Requested: ☐ Loan Originator ☐ Loan Processor ☐ Both Company Title for User: _____
Work Location: ☐ Headquarters ☐ Branch City and State: _____		User authorized to submit loans under channels indicated: ☐ Broker ☐ Non-Delegated Correspondent ☐ Delegated Correspondent
(For Loan Originator Only) User NMLS ID: _____ User Phone Number: _____	(For LO and/or LP) Location NMLS ID: _____	User's Email Address: _____

Corporate/Company Resolution for Authority to Sign

Company Name

Date: _____

IT IS RESOLVED, that the following individuals are hereby authorized to execute, sign, and deliver on behalf of the Corporation documents, instruments, agreements, contracts, checks, and other obligations of the Corporation, as required in the ordinary course of business:

- Name: _____
Title: _____
- Name: _____
Title: _____
- Name: _____
Title: _____

IT IS FURTHER RESOLVED, that the officers and authorized individuals named above shall act with full authority to obligate the Corporation or Company in such matters consistent with the goals and needs of the Corporation or Company.

This resolution shall remain in full force and effect until modified or rescinded by further resolution.

CERTIFICATION – Must be signed and authorized by Company Owner or Corporate Officer

Signature of Authorizing Individual

Date

Name of Authorizing Individual

Title



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into by and between Angel Oak Mortgage Solutions LLC and its affiliates ("AOMS"), and _____.

WHEREAS, AOMS and _____ possess certain Confidential Information (defined below); and

WHEREAS, AOMS and _____ will entrust each other with Confidential Information and each party hereto agrees to maintain the confidentiality of such Confidential Information as provided in this Agreement and only use such information for the purpose of evaluating a potential transaction between the parties ("Transaction").

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth in this Agreement, the parties agree as follows:

1. As used herein, "Confidential Information" shall mean proprietary and confidential information belonging to the distributing party ("Disclosing Party"), including, without limitation, identification of and information about securities, loans and other assets held by the party and its clients and/or funds and all know-how, processes, guidelines, techniques, strategies, trading information, research, ideas, concepts, product plans, products, client and investor lists and client and investor information, markets, developments, formulas, technology, test results, test procedures, findings, reports, materials, samples, compositions, drawings, designs, marketing, finances, procedures, business operations and other business information, whether written, graphic, or oral, that receiving party (the "Receiving Party") will have access to, with the exception only of the following:
 - (a) Information that was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party;
 - (b) Information that becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality;
 - (c) Information that is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement;
 - (d) Information that is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and
 - (e) Information that is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information

Any information that is labeled or designated as "Confidential Information" by the Disclosing Party shall be Confidential Information; provided, however, information need not be so labeled or designated in order to be, or to be deemed to be, Confidential Information under this Agreement.

2. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors,



officers, employees, agents or representatives (collectively “Representatives”) who have a need to know such Confidential Information for the Transaction; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties without the Disclosing Party’s approval.

Each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

3. All Confidential Information, however recorded, including Confidential Information in any and all records, files, documents, computer data, computer files, electronic mail, text messages, and the like, relating to the business of the Disclosing Party, that the Receiving Party receives from the Disclosing Party, shall remain the sole property of the Disclosing Party. Upon Disclosing Party’s request, Receiving Party agrees to immediately destroy all documents or materials constituting or containing any Confidential Information in whatever form and, to the extent practicable, delete all electronic, except to the extent necessary to comply with applicable law or internal record keeping policies.
4. Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party’s business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.
5. Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.
6. The Receiving Party understands that portions of the Confidential Information may be subject to the Gramm-Leach-Bliley Act of 1999 (the “GLB”) (“Consumer Information”) and agrees to treat such information as required by the GLB for financial institutions and applicable state and local privacy laws (together with the GLB, the “Privacy Laws”).
7. The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to the Transaction by virtue of this Agreement, except for the matters specifically agreed to



herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to the Transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If the Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

8. Money damages may not be a sufficient remedy for any breach of this Agreement by Receiving Party, and the Disclosing Party will be entitled to specific performance and injunctive and other equitable relief for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement by Receiving Party, but shall be in addition to all other remedies at law or in equity which may be available to the Disclosing Party. Any failure or delay by the Disclosing Party in exercising any right, power or privilege under this Agreement shall not operate as a waiver thereof.
9. If any provision of this Agreement is invalid or unenforceable, then this Agreement shall be construed and limited to the extent necessary in order to eliminate such invalid or unenforceable provision, without affecting the validity or enforceability of other provisions of this Agreement, each of which shall remain in effect.
10. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the United States and otherwise with the laws of the state of Georgia without reference to conflict of laws principles. By execution of this Agreement, the parties expressly and exclusively submit to the jurisdiction of the federal and state courts located in Atlanta, Georgia for resolution of any claim arising out of this Agreement.
11. This Agreement may not be amended or modified, nor shall any waiver be enforceable, except by a written agreement signed by the parties hereto.

The parties have caused this Agreement to be executed this ____ day of _____ 20__.

Name of Company

ANGEL OAK MORTGAGE SOLUTIONS LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____