

TEGO CERTIFIED
Loan Originator Loan Origination Agreement and
TEGO Certified Fee Disclosure

This TEGO Certified Loan Originator Loan Origination Agreement and TEGO Certified Fee Disclosure – Sponsor (this “**LOA**”) is made and entered by and between TEGO Certified Inc., a Delaware corporation, and you (“**Originator**”) with respect to certain services to be provided to customers of TEGO Certified (“**Customers**”) by Originator, as such services are hereinafter described. TEGO Certified and Originator are collectively referred to herein as the “**Parties**”.

RECITALS:

WHEREAS, TEGO Certified provides its Customers with detailed information about the commercial reasonableness, accuracy and consistency of the Customer’s proposed interest rate, loan fees, terms and loan features at the time of loan origination (the “**Loan Validation Program**”); and

WHEREAS, Originator’s borrower (“**Borrower**”) has engaged the services of TEGO Certified to better understand and to gain the ability to monitor and audit his/her/their residential loan application process; and

WHEREAS, TEGO Certified provides a service to residential property loan applicants that tracks certain loan fees and loan originator compensation from the time of initial disclosure through loan closing; and

WHEREAS, TEGO Certified provides its Customers with detailed information about the commercial reasonableness, accuracy and consistency of their proposed rate, loan fees, terms and loan features at the time of loan origination; and

WHEREAS, the success of TEGO Certified’s service and the satisfaction of the Borrower require the cooperation and participation of Originator to ensure Borrower clearly understands the loan process and the details of the loan offer; and

WHEREAS, Originator is willing to disclose to TEGO Certified and its Customer the compensation to be earned by Originator in connection with the loan made by Originator to Customers (the “**Loan**”); and

WHEREAS, by signing the LOA, Originator agrees to guarantee the total compensation Originator will earn for originating the Loan, notwithstanding any subsequent changes in loan programs, interest rates or other terms.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Originator Compensation.

1.1 Originator hereby agrees to disclose all origination compensation expected to be earned by Originator based upon the rates Originator is quoting at the time of application, including processing fees and all administration fees and rate yield premiums and origination fees.

1.2 Originator hereby agrees that any fee defined as Discount Points or Loan Discount fee shall be applied solely to the reduction of the final rate offered to Borrower. No portion of any discount points will be allowed as origination compensation in connection with the Loan.

2. Definitions.

For purposes of this LOA, the following terms have the following meanings:

2.1 “Origination Fee” means the fee specifically charged for the origination services Originator provides in connection with the Loan.

2.2 “Yield Spread Premium/Overage” means any compensation premium earned by Originator that is the result of an increase in the final rate above the “par” rate offered or any increase in compensation that is earned by Originator in consideration of Originator’s offering a prepayment penalty provision in Originator’s loan offering.

2.3 “Discount Points” mean a form of pre-paid interest; they are in the form of a fee added to a borrower’s closing costs in exchange for a lower interest rate on a loan. One “discount point” equals one percent (1%) of the principal amount of the loan. Discount Points must be used in their entirety to reduce the final rate offered to the borrower. No portion of any discount points will be allowed as mortgage broker compensation in connection with the Loan.

2.4 “ZERO Cost Loans” is a misnomer. All loans have costs that must be paid at closing or paid over the life of the loan through higher interest rates or prepayment penalties. In defining the total amount you intend to credit toward Customer’s closing costs, you shall specify to TEGO Certified what

amount thereof, if any, is Originator-paid compensation to offset closing costs. The net residual revenue remaining after Originator credits funds toward closing costs will be deemed "origination fee" compensation. Amounts Originator credits toward processing and other administration fees will be allocated back to these costs classes to ensure that accurate true net compensation is clearly disclosed.

3. Agreements by Originator.

3.1 Originator shall identify and recommend to Customers only existing loan programs funded by lenders with whom Originator is authorized to conduct business. Upon request by TEGO Certified, Originator shall prove actual rate and terms of such loan programs by providing written verification to TEGO Certified via rate sheet or other acceptable means.

3.2 Upon completion of the loan application process, Originator agrees that the interest rate, terms, margins, and loan fees related to the loan programs offered to Borrower before or at the time of closing will not be modified to create additional compensation to Originator.

3.3 Originator agrees that should the Borrower elects to pay any "discount points," the full amount of these "discount points" will be applied to a reduction of Borrower's interest rate or margin, as the case may be, if applicable.

3.4 Originator agrees to provide, upon request by TEGO Certified, written evidence of any rate lock offered to and accepted by Borrower.

3.5 Originator agrees that, notwithstanding any changes in Originator's loan programs, interest rates or other terms, Originator shall at no time increase the net compensation it will earn in the Loan transaction.

4. Term of Agreement.

The term of this LOA shall commence on the date of mutual execution hereof and shall terminate on the earlier of (a) the date of loan closing, written withdrawal of the loan application by Borrower, (c) written loan underwriting declination, and/or (d) termination of this LOA by Lender.