

**AMERICAN FINANCIAL RESOURCES, LLC  
CORRESPONDENT ORIGATION AND SALES AGREEMENT  
CLOSED LOAN PURCHASES**

The Whole Loan Purchase Agreement made as of 11/4/2025, (“this Agreement”) by and between **American Financial Resources, LLC (AFR)** a Limited Liability Corporation duly organized and existing under the laws of the **State of Delaware** with its principal place of business at **8 Campus Drive Suite 401, Parsippany, NJ 07054** and **Tidemark Federal Credit Union**, a duly organized and validly existing Delaware corporation with its principal place of business at 1941 Bridgeville Hwy Seaford, DE 19973 (the “Correspondent”).

**BACKGROUND**

This Agreement governs the origination, sale, and transfer of certain residential Mortgage Loans including the transfer of Servicing Rights. From time to time, Correspondent may offer to sell and AFR may agree to buy Mortgage Loans which meet AFR’s requirements in accordance with the terms set forth herein.

In consideration of the mutual promises, covenants, and agreements contained herein, the parties agree as follows:

**Definitions:**

**Best Efforts Commitment:** as used herein shall mean the party subject to such a commitment, having done all things required or reasonably desirable to have been done with a level of commitment and effort to the best of that party’s ability and under no circumstances, less than a commercially reasonable standard.

**Credit File:** as used herein shall mean all documents (which includes electronic documents and correspondence) related to Correspondent having taken a Mortgage Loan application from a borrower, including but not limited to all borrower provided information, all consents from borrower, and all information obtained through investigation, reasonably related to borrower’s credit as it relates to said Mortgage Loan, and all such documentation reasonably expected to be a part of such file.

**Fraudulent Document:** as used herein shall mean any document (which includes electronic documents and correspondence) contained in a Credit File or Loan File, wherein any information contained in such document is false or misleading and intended by the creator and/or supplier of such document that such false or misleading information be used by Correspondent and/or AFR in evaluating a Credit File and/or Loan File in making any decision related thereto.

**Mandatory Commitment:** as used herein shall mean a Mortgage Loan that has been rate locked, approved by Correspondent for funding under all applicable guidelines, and shall be or has been closed and funded with borrower wherein such Mortgage Loan is ripe for AFR’s consideration and purchase under this Agreement.

**Loan File:** as used herein shall mean the Credit File, plus all documents (which includes electronic documents and correspondence) related to Correspondent having processed a Mortgage Loan application from a borrower, including but not limited to all borrower provided information, all consents from borrower, and all information obtained through

investigation, reasonably related to Correspondent's decision on said loan as it relates to said Mortgage Loan, and all such documentation reasonably expected to be a part of such file.

**Property:** as used herein shall mean a specific real property, as defined in legal terms by a legal description, associated with a Mortgage Loan and used to secure such Mortgage Loan.

**Purchase Price:** as used herein shall mean the price to be agreed as due and payable by AFR to Correspondent for the purchase of any single Mortgage Loan, as determined by AFR and stated in a notice of acceptance, naming a Sale Date, and as same is then approved by Correspondent.

**Repurchase Price:** as used herein shall mean that amount required to indemnify AFR from and against all loss, damage, fines, costs, and expenses of any nature in connection with a Mortgage Loan that is rightfully required to be repurchased under the terms of this Agreement. Should AFR be required to enforce its rights of repurchase through any action other than a notice letter notifying Correspondent of the reasons for the repurchase demand and providing the evidence to support such claim, AFR shall be entitled to add to the Repurchase Price, such reasonable costs of enforcement, including but not limited to its attorney's fees.

**Servicing Rights:** as used herein shall mean the right (and obligation) to service the Mortgage Loans under all applicable guidelines, and the concomitant right to charge therefore, irrespective of whether performed as a servicer, or contracted to a subservicer or interim servicer, and includes all industry standard rights and obligations associated with servicing mortgage loans and is an independent right an asset separate and apart from the Mortgage Loan itself.

## **ARTICLE 1**

### **SUBMISSION AND APPROVAL**

#### **SECTION 1.1 Submission**

Correspondent may, from time to time, submit a Credit File or Loan File to AFR for approval in accordance with AFR's published product or loan program guidelines.

#### **SECTION 1.2 Acceptance/Rejection of Mortgage Loan**

Following receipt by AFR of a Credit File or Loan File, AFR may accept or reject any proposed Mortgage Loan based on applicable underwriting, origination, or approval guidelines, or for any reason as determined by AFR in its sole and absolute discretion.

#### **SECTION 1.3 Rate Lock and Delivery**

Correspondent may request a rate quotation and rate reservation in accordance with AFR's rate lock policies as described in its published guidelines. In order to receive payment for a purchased Mortgage loan based on a rate locked, Correspondent must deliver to AFR the applicable loan file and credit file, including any required fees and

any additional information concerning the Property, the Mortgage Loan and/or the applicant which AFR may deem necessary, prior to the expiration date as shown on the written lock confirmation. In the event that timely delivery of a closed Mortgage Loan is not made, AFR reserves the right to adjust the rate and/or the purchase price for the Mortgage Loan.

#### **SECTION 1.4 Sale, Not Financing**

Correspondent and AFR hereby confirm (i) that the purchases and sales and conveyances of Mortgage Loans pursuant to this Agreement constitute purchases and sales for all purposes (including tax and financial accounting purposes) and are not financing transactions or loans and (II) that is the intention of the parties that such transaction shall constitute sales and not financing transactions or loans. If a conveyance of Mortgage Loans from the Correspondent to AFR is characterized as a pledge, a financing transaction or a loan and not a sale; then the Correspondent's right, title and interest in, to and under the obligations of the Correspondent deemed to be secured by said pledge; and it is the intention of this Agreement that it shall constitute a security agreement under applicable laws and that the Correspondent shall be deemed to have granted to AFR a first priority security interest in all of the Correspondent's right, title, and interest in, to and under the Mortgage Loans and related properties, all payment of principal and/or interest on such Mortgage Loans and all proceeds thereof. In addition, AFR shall be deemed to be an independent custodian for purposes of perfection of the interest granted to AFR.

### **ARTICLE 2**

#### **DELIVERY, INSPECTION, AND PAYMENT OF PURCHASE PRICE**

##### **Section 2.1 Timely Delivery of Mortgage Loans**

For each Mortgage Loan purchased by AFR, Correspondent shall deliver the Loan File and Credit File on or before the Expiration Date as shown on the rate lock confirmation. Correspondent shall do all required acts necessary to perfect AFR's title to and security for each such Mortgage Loan and or execute and deliver any additional documents reasonably required by AFR. Correspondent acknowledges that delivery of all Mortgage Loans under a Mandatory Commitment and locked and closed by Correspondent under a Best Efforts Commitment is mandatory, and that time is of the essence. Correspondent acknowledges and understands that AFR has executed forward commitments to sell and acknowledges and understands that AFR has executed forward commitment to sell and immediately deliver Mortgage Loans to third parties. All trailing documents (documents missing from but not normally associated with a Loan File or Credit File and reasonably required by investor to be produced) required to be delivered to AFR shall be delivered in accordance with the AFR's instructions. In the event of a defect to a trailing document which, in AFR's sole discretion, is reasonably capable of being cured, Correspondent shall complete such cure, to AFR's satisfaction within the time frame set by AFR in its written notice of deficiency, which in no case shall exceed reasonable industry standards. In addition to any other rights available to AFR hereunder, Correspondent shall further reimburse AFR for any and all costs, losses or expenses incurred by AFR in the event AFR at its sole discretion, takes action to obtain recorded or perfected documents which Correspondent failed to deliver in the manner required hereunder. Correspondent covenants and agrees to reimburse, upon AFR's written demand, for any and all including pair-off losses, hedging losses, legal fees and costs, incurred by AFR as a result of

Correspondent's failure to deliver any Mortgage Loan or any document or file as required herein. Such reimbursements shall be in addition to any and all legal and equitable remedies available to AFR.

## **SECTION 2.2 Payment of Purchase Price**

AFR shall pay Correspondent the Purchase Price for each Mortgage Loan in accordance with the written lock confirmation. AFR will pay the Purchase Price to Correspondent or, if applicable, to the warehouse lender as instructed by an appropriate bailee agreement. In order for the Purchase Price to be due and payable, Correspondent must comply with all document delivery requirements established by AFR, and AFR must accept and purchase a Mortgage Loan pursuant to a notice of acceptance and naming a Sale Date. For rescindable Mortgage Loans, the Sale Date shall be set only after the rescission period has elapsed. Payment of any fee to Correspondent does not evidence the acceptability of the Loan File or the Credit File. Ownership of, and title to, a Mortgage Loan will be vested in AFR only when a Sale Date is set for a Mortgage Loan and the Purchase Price is delivered to Correspondent in accordance therewith.

Unless earlier agreed in writing by AFR, no fees, commissions, or any other consideration shall be due or payable to Correspondent by AFR for any Mortgage Loan submitted to for purchase. Correspondent covenants and agrees (i) the compensation received by Correspondent from any borrower (and/or AFR if AFR is responsible therefore) in connection with a mortgage loan shall not exceed the fair market value of its services, (ii) it shall not accept any fee or other compensation except as permitted by Applicable Law and regulation; and (iii) it has disclosed any fee or other compensation in writing to the borrower and AFR, as required by Applicable Law and regulation.

The Correspondent acknowledges and agrees that AFR may, in its discretion, deduct or withhold from the Purchase Price any amounts to be remitted to AFR as a result of Correspondent's breach or non-fulfillment of Correspondent's obligations under this Agreement or any other agreement between Correspondent and AFR, if such breach results in a billing or demand to Correspondent and such billing or demand remains unpaid for a period of 60 days. Any such amounts deducted from the Purchase Price shall result in the debt that is setoff being considered satisfied and therefore constitute valuable consideration paid to Correspondent in the amount of such deduction. Such amount setoff, together with the remainder of the purchase proceeds, constitutes payment to Correspondent of the Purchase Price. Any such deduction and setoff of debt by AFR shall not in any way waive or forgive any other indebtedness due to AFR by Correspondent and shall not waive any other rights due or remedies available to AFR under such applicable agreement or under this Agreement.

## **SECTION 2.3 Investor Rights and Servicing Rights**

The Purchase Price of each Mortgage Loan shall include all Investor Rights and Servicing Rights and benefits pertaining to such Mortgage Loan. Correspondent shall execute and deliver all such documents sufficient to transfer all Investor Rights and Servicing Rights from Correspondent to AFR free and clear of all claims, liens and encumbrances, and to enable AFR (or its designated representative) to own, sell and service such Mortgage Loan.

**SECTION 2.4 Inspection of Loan Files**

AFR reserves the right to inspect all Loan Files and Credit Files and satisfy itself that all Mortgage Loans comply with the applicable Commitment, and Correspondent's representations concerning the Mortgage Loans. The Loan Files and Credit Files shall evidence compliance with all federal and state rules, order and regulations affecting the Mortgage Loans. If any material defect, as deemed by AFR, is identified either prior to closing or post closure of the loan, AFR reserves the right to reject the loan file for purchase.

**SECTION 2.5 Recordation of assignments of Mortgage; Loss Payee Status**

Except with respect to MERS Designated Mortgage Loans, to the extent permitted by Applicable Law, each of the Assignments of Mortgage is subject to recordation in all appropriate public offices for real property records in all the counties or their comparable jurisdictions in which any or all of the Mortgaged Properties are situated, and in any other appropriate public recording office or elsewhere, such recordation to be effected by Correspondent, at Correspondent's expense in the event recordation is either necessary under Applicable Law or usual and customary to be performed by either party in the position of Correspondent in such jurisdiction, upon purchase of the respective Mortgage Loan. In any event, Correspondent shall cooperate with AFR to ensure all necessary documents or other assistance is provided to ensure the proper recording of all assignments to evidence the proper ownership on Mortgage Loans. Correspondent shall make AFR or its designee the loss payee of each hazard and flood insurance policy.

**ARTICLE 3****REPRESENTATIONS, WARRANTIES AND COVENANTS OF CORRESPONDENT****SECTION 3.1 Covenants of Correspondent**

Correspondent covenants and agrees with AFR as follows:

- A. Correspondent agrees and certifies that, with regard to the Correspondent's activities in general and to each and every loan in particular, that it shall comply with all applicable State and Federal laws, rules and regulations, including, but not limited to, the following laws and the related regulations: the Truth in Lending Act; the Fair Credit Reporting Act; the Flood Disaster Protection Act; the Real Estate Settlement Procedures Act; the Equal Credit Opportunity Act; the Fair Housing Act; the Patriot Act; the Safe Act and the Home Mortgage Disclosure Act, all as are or may be amended from time to time. The amendments would be inclusive of any changes made in association with the implementation of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as well as the interpretation of said laws, rules and regulations as dictated by the CFPB, any GSE or other industry regulators.
- B. Correspondent shall timely deliver to each applicant a completed Regulation Z statement, loan estimate of closing costs, federally mandated fixed rate, or adjustable-rate mortgage disclosure and HUD booklets, or other loan estimate document as may be required under regulations from time to time. Correspondent shall be responsible for compliance with aggregate accounting requirements relating to escrow account statements and escrow

accounting procedures mandated by RESPA. Correspondent shall also be responsible for compliance with ECOA concerning notification of adverse action to an applicant whose Mortgage Loan AFR does not accept (AFR may, at its option, deliver notice of adverse action to Correspondent for further delivery to applicant). Correspondent shall comply with Regulation Z concerning return of all monies paid by the applicant to Correspondent should the applicant rescind, and Correspondent shall not seek reimbursement from AFR for such refund.

- C. Correspondent shall deliver evidence, in a form satisfactory to AFR, of such compliance, including but not limited to, copies of any notice or disclosure form furnished to an applicant, including but not limited to, items listed in Section 3.1 (A)
- D. Correspondent utilizes and shall utilize only licensed real estate appraisers that meet the requirements set forth by AFR, and whose approval and appointment is in compliance with the regulations and standards contained in the Financial Institutions Reform Recovery and Enforcement Act or, in the case of FHA, VA, USDA loans by appraisers approved by FHA, VA, or USDA, respectively. Furthermore, the Correspondent agrees to ensure all appraisals are processed in accordance with AIR standards, as stipulated by the industry's regulating agencies.
- E. At all times during the term of this Agreement, the Correspondent shall maintain a complete set of files and records of all business activities and operations. Records shall be maintained in a neat, orderly, and organized manner for a period of not less than twenty-five (25) months from and after the date of termination or expiration of this Agreement, the records must be maintained in a reasonably accessible location. Alternatively, Correspondent may deliver to AFR all such files and records. At all times during the term of this Agreement and at all times during the twenty-five (25) month period following expiration or termination of this Agreement, AFR, its public offering (such as rating agencies) and federal and state regulatory agencies reserve the right to examine, audit, inspect and copy any of the foregoing records, reports, files and related materials of Correspondent. The Correspondent shall cooperate and assist in any such audit or inspection. AFR's right to audit shall be limited to reasonable frequency, during normal business hours, and for the sole purpose of verifying compliance with this Agreement
- F. Within one hundred twenty (120) days following the end of each fiscal year of Correspondent, and/or at the request of AFR's request to re-certify, Correspondent shall deliver to AFR financial statements of Correspondent covering such fiscal period including a balance sheet as of the end of such fiscal year, and income statement for such fiscal year, and related statements of changes in comparative form, figures for the previous fiscal year, all in reasonable detail and, unless otherwise agreed by AFR, such financial statements shall be audited and certified by an independent firm of certified public accountants. In addition, if required from time to time by AFR, within forty-five (45) days following the end of each quarterly period of the fiscal year of Correspondent, Correspondent shall deliver to AFR un-audited financial statements of Correspondent for such quarterly period, including a balance sheet, an income statement setting forth in each case, in comparative form, figures for the same quarter of the previous fiscal year, all in reasonable detail, which statement shall be certified by the Chief Financial Officer of Correspondent as of and for such quarterly period. Correspondent shall also provide (i) any additional information reasonably requested by AFR, from time to time including, but not limited to, proof of adequate licensing and bonding and; (ii) upon AFR's request, such corporate structure, and/or financial information, including without

limitation, any of the financial information referenced in this Section E, as AFR may request from time to time with respect to Correspondent's parent company or holding company. Upon AFR's request, the Correspondent shall permit AFR to perform reasonable and relevant on-site due diligence reviews, in the manner reasonably required by AFR during the term of this Agreement, during regular business hours, provided that AFR shall not unreasonably disrupt correspondent's business or operations.

- G. No officer, loan originator or other personnel of Correspondent shall have been indicted, arraigned, convicted or shall be under investigation for any criminal offenses or any fraudulent activity related to the origination, servicing and/or sale of mortgage loans.
- H. The Correspondent shall notify AFR of any changes in the Principal Ownership of the company. Such notification shall be in writing and made within 30 days of the change.
- I. The Correspondent shall pay any commissions due to its sales staff and the legal fees and expenses of its attorneys. The Correspondent shall pay the cost of delivering the Mortgage Loan, the cost of recording the Assignments of Mortgage fees incurred in connection with the release of any Mortgage Loan documents as may be required hereunder and all other costs and expenses incurred in connection with the transfer and delivery of the Mortgage Loan to AFR including, fees for recording of the Mortgage, fees for obtaining service contracts and the legal fees and expenses of its attorneys shall be paid by the Correspondent.

#### **ARTICLE 4**

#### **REMEDIES, PURCHASES, INDEMNIFICATION**

##### **SECTION 4.1 Breach of Representation of Warranty**

Upon discovery of a breach of any of the representations, warranties, covenants, or agreements set forth in this Agreement, the party discovering such breach shall promptly give written notice to the other. Correspondent shall have sixty (60) days following its discovery or its receipt of notice of any such breach, to cure such breach to the reasonable satisfaction of AFR. If in the reasonable judgment of AFR such breach cannot be cured within such sixty (60) day period, or is incapable of being cured, or if Correspondent fails to cure such breach within sixty (60) day period, Correspondent shall, at the request of AFR, promptly, and in no case no more than thirty (30) days repurchase the affected Mortgage Loan at the related Repurchase Price.

##### **SECTION 4.2 Repurchase of Mortgage Loans by Correspondent**

Upon the occurrence of any of the following events Correspondent agrees to immediately repurchase the related Mortgage Loan (or the related Property, if the title thereto is held by AFR), at the Repurchase Price if:

- A. Correspondent fails to provide all of the documentation required to be delivered to AFR under this Agreement and/or fails to satisfy all other requirements of this Agreement which Correspondent is required to perform as of the Sale Date within one hundred twenty (120) days following the Sale Date. At AFR's discretion, such date may be extended to a date one hundred eighty (180) days following the Sale Date for documents sent out for recording, but not yet returned due to delays solely within applicable recording office. Such extension, shall solely be at the discretion of AFR upon receipt of Correspondent's written request for an extension, with documented verification of such delay within the applicable recording office;
- B. Correspondent fails to properly originate and disclose the necessary documentation at time of application resulting in a material defect, fraud and/or misrepresentation, either by the correspondent or its employees, it's vendors and/or the loan applicant.
- C. With regard to Mortgage Loans that require private mortgage insurance or, as applicable, an FHA and/or VA certificate, (a) Correspondent fails to deliver to AFR the appropriate certificate of insurance or other evidence of insurance issued by the insurer, including evidence that the required private mortgage insurance has been paid and that a policy is in full force and effect for any loan sold to AFR or (b) the appropriate certificate, loan guaranty or other evidence of insurance cannot be obtained, in the reasonable judgment of AFR or any required certificate, loan guaranty and/or private mortgage insurance lapses, is rescinded, or a claim thereon is denied or not paid.
- D. AFR repurchases any Mortgage Loan previously conveyed, transferred, or assigned by AFR to any third party due to a loan documentation defect which existed prior to, or arose as a result of any action, inaction, or occurrence on or before the Sale Date regardless of when the defect was discovered;
- E. Any loan which is identified as noncompliant with the representations, warrants and covenants noted above, inclusive of the Ability to Repay/Qualified Mortgage requirements, at any time during the life of the loan, due to an error or omission by the Correspondent, at time of origination, AFR reserves the right to require the loan be repurchased in full.
- F. The Loan File or Credit File contains any Fraudulent Document or AFR determines that a Mortgage Loan is subject to any fraud or misrepresentation, involved in the origination or sale of such Mortgage Loan regardless of whether or not such Mortgage Loan is delinquent, the Correspondent will be notified, and AFR will permit the originating entity to help participate in the rebuttal process.
- G. A loan constitutes a "high-cost home loan" or "predatory loan, or a similarly defined as those or similar terms are defined in the HOEPA, as amended from time to time, or a New York subprime home loan, or any similar state or local statutes, ordinances or regulations related to high-cost Mortgage loans or predatory lending.
- H. Any Agency or any other investor to whom AFR sells a Loan or related security requires AFR to repurchase such Loan because of a breach of any representation or warranty made by Correspondent to this Agreement. In the event of a repurchase demand from an Agency or Investor, the Correspondent may request AFR submit further information to the Agency or Investor and to request that the Agency or Investor reconsider the repurchase

request. AFR may make such request on the Correspondent's behalf unless AFR believes in good faith that there is no basis to request reconsideration or that such request would be injurious to its business relationship with the Agency or Investor. AFR's determination with respect to any such submission shall be final.

- I. It is agreed that all loans delivered to Lender pursuant to the Agreement between the parties shall be without recourse, subject only to the limited right to demand repurchase set forth herein in the event of the discovery of: (a) fraud in the origination by the Correspondent, processing or closing of a loan, (b) material misstatement of material fact by Correspondent with regard to any aspect of a loan, or (c) breach of any of those representations or warranties set forth herein, or any other loan defect. Upon receipt of such timely demand or claim, Correspondent shall have a period of thirty (30) days to cure the alleged loan defect which is the basis of the claim in a commercially reasonable fashion. In the event Correspondent is unable to cure the claimed loan defect within such thirty (30) day period, Correspondent shall thereafter repurchase the loan from Lender in accordance with this Agreement.

#### **SECTION 4.3 Re-conveyance of Mortgage Loan Following Repurchase by Correspondent**

Upon repurchase by Correspondent, AFR will endorse the Mortgage Note without recourse and execute a recordable assignment of the Mortgage and reasonably cooperate in the transfer of the Mortgage Loan and all information relating thereto to the Correspondent.

#### **SECTION 4.4 Early Pay Off of Loans Sold**

Correspondent agrees that in the event a loan purchased under this Agreement by AFR is paid off in full within first six months following the first payment date due to AFR, the Correspondent will be required to reimburse AFR for all sums paid over par plus any amounts paid for servicing released premiums. If the Correspondent fails to pay the full amount due within 30 days of the initial invoice date, a fee of \$500 will be added to the total amount due for each 30 days of non-payment plus all reasonable attorney's fees and collection expenses.

#### **SECTION 4.5 Early Payment Default**

Correspondent agrees to pay AFR the sum of all amounts paid to Correspondent by AFR over par plus any amounts paid by AFR to Correspondent for servicing released premium if any of the first four payments due to AFR or its assignee, become ninety or more days delinquent. If the Correspondent fails to pay the full amount due within 30 days of the initial invoice date, a fee of \$500 will be added to the total amount due for each 30 days of non-payment plus all reasonable attorney's fees and collection expenses.

#### **SECTION 4.6 Indemnification**

In addition to any other remedies available to AFR, Correspondent hereby agrees to indemnify and hold harmless AFR, its successors and assigns, from and against any and all losses, damages, fines, costs, or expenses of any

nature, including loss of marketability and attorney's fees and costs, resulting from, in connection with or related to:

- a) Any breach of a representation or warranty by Correspondent, or the non-fulfillment of any covenant or condition of Correspondent contained in this Agreement.
- b) Any act or omission, or alleged act or omission, fraud and or error, of Correspondent or any employee, agent, or representative acting on behalf of Correspondent, with respect to the origination, underwriting, closing, or sale of any of the Mortgage Loans or any document, agreement or instrument relating thereto, occurring on or prior to the Purchase Date. Such errors may include improper action or failure to act when required to do so;
- c) Litigation existing, settled or threatened involving any of the Mortgage Loans and relating to events occurring prior to the Purchase Date; or
- d) Any failure to have received from Correspondent, within the timeframes set forth in this Agreement any Mortgage Loan documents, disclosures required by state or federal law to be in the possession of Correspondent under applicable requirements.

## **ARTICLE 5**

### **Termination of this Agreement**

#### **SECTION 5.1 Conditions of Termination**

This Agreement may be terminated by either party upon fifteen (15) days' prior written notice. If prior to the effective date of termination, a rate lock confirmation has been issued by AFR to Correspondent, or Correspondent has transmitted a credit File or Loan File, or any part thereof, to AFR, then, in accordance with the terms and conditions of this Agreement, AFR shall accept the loan provided at its discretion provided such Mortgage Loan conforms to AFR's customary underwriting and origination guidelines, and AFR did not terminate this Agreement for cause. AFR may, at its option, terminate this Agreement, and any obligations to purchase or accept assignment of any Mortgage Loan, immediately for cause in the event AFR determines any of the following have occurred:

- a) AFR shall honor all rate-locked loans submitted prior to termination unless termination is for documented cause involving fraud or legal noncompliance.
- b) AFR determines that the Correspondent lacks the financial ability to fulfill in its indemnification or repurchase obligations set forth herein;
- c) AFR determines that there has been deception, fraud, concealment, non-performance, or material misrepresentation by Correspondent in any of its duties, obligations, responsibilities, or actions in connection with this Agreement;
- d) Correspondent, or its parent, has been subject to a suspension or termination by an Agency as an approved seller and/or servicer

- e) Correspondent defaults under any mortgage loan repurchase arrangement or under any warehouse lending or correspondent lending arrangement which may support its residential mortgage loan program;
- f) The initiation of any investigation of Correspondent, or its parent, by any state or federal agency, which, in AFR's reasonable determination, is likely to have a material effect on Correspondent's ability to perform its obligations under this Agreement;
- g) A decree or order of a court or agency or supervisory authority of insolvency, bankruptcy, readjustment of debt, entered against Correspondent, or its parent;
- h) In AFR's determination and judgment, there has been a material adverse change in the capitalization, liquidity, nonperforming assets, reverses, or other material financial or performance metrics of Correspondent, or its parent, following the date of this Agreement;
- i) Correspondent defaults under or materially breaches any agreement with AFR.

Notwithstanding any termination of *this* agreement, the representations and warranties, covenants, agreements, and obligations of Correspondent, including but not limited to its continuing responsibility to promptly supply AFR with outstanding documentation regarding Mortgage Loans previously submitted for approval, and its obligation to repurchase Mortgage Loans previously submitted for approval, and its obligation to repurchase Mortgage Loans and to indemnify; AFR as provided herein shall remain in full force and effect.

## **ARTICLE 6**

### **Miscellaneous Provisions**

#### **SECTION 6.1 Assignment**

Correspondent may not assign, or delegate any of its rights, duties, and/or obligations hereunder without the written permission of AFR which may be withheld in its sole discretion. A change in ownership, merger, or consolidation of Correspondent shall be considered an assignment for purposes of this Agreement.

#### **SECTION 6.2 Relationship between Parties**

No exclusive relationship between Correspondent and AFR shall result from this Agreement. Correspondent is an independent contractor and nothing herein shall be construed to make Correspondent a partner, joint venture, employee or agent of AFR. Correspondent shall not make any statement which leads any third party to reasonably believe that it is an agent of AFR, and shall have no authority to bind or make any representations on behalf of AFR. Correspondent shall not use or refer to AFR's name in any form of advertising, written materials or circulars except as may be required by law. Correspondent agrees that AFR may discontinue making purchases under this Agreement at any time. This discontinuance may occur irrespective of whether Correspondent is performing satisfactorily under this Agreement. Because of the foregoing, Correspondent understands that it is advisable for it to obtain additional sources of funding for its business and the Correspondent hereby agrees that AFR will not be liable for damages from AFR's discontinuance of making purchases.

### **SECTION 6.3 Entire Agreement**

This Agreement, together with any exhibits hereto and any riders, amendments, addenda hereto, constitute the entire understanding of the parties regarding the subject matter. Any additions, changes, amendments, or modification of this Agreement must be in writing and executed by an authorized officer of AFR.

### **SECTION 6.4 Notice**

Any notice required to be given to a party hereto under the provision of this Agreement must be in writing and delivered either personally, or by certified mail to the other party at the addresses indicated herein.

### **SECTION 6.5 Non-Solicitation**

Correspondent covenants and agrees that it will not, directly or indirectly, take any action, or cause any action to be taken by any of its agents, contractors, employees or affiliates, to solicit the prepayment of, refinance of any Mortgage Loan sold to AFR under the terms of this Agreement, during the term of this Agreement and for a period of twelve (12) months thereafter.

### **SECTION 6.6 Governing Law**

This Agreement and the interpretation of its terms shall be governed by the laws of the State of New Jersey without giving effect to its principles of conflicts of law.

### **SECTION 6.7 Attorney Fees**

In connection with any litigation or court proceeding arising out of the enforcement of this Agreement, AFR be entitled to recover from Correspondent, all cost incurred, including attorneys' fees incurred for services rendered before suit is brought, prior to trial, at trial, or appeal, or in federal bankruptcy proceeding.

### **SECTION 6.8 Set-Off**

Correspondent agrees that AFR may, at its option, and without prior notice to Correspondent, deduct, set-off and appropriate from (a) any payment due Correspondent, (b) any deposit held by AFR or (c) any other amounts in AFR's possession or control, any monies paid by AFR on behalf of Correspondent, incurred by AFR or due to AFR, in connection with Correspondent's failure to perform under the terms of this Agreement.

## **SECTION 6.9 Employee Solicitation**

The Parties agree that throughout the term of this Agreement and for twelve (12) months thereafter, each Party, without prior, written, senior management approval of the other Party, shall not offer positions of employment to or in any manner financially engage any employee of the other Party with its organization or any organization with which it has a business relationship. For purposes of this Agreement, employees are defined as individuals who are currently working for one of the Parties or affiliates or who have within twelve (12) months of the desired hiring date worked for either of the Parties or affiliates. In the event either Party offers a position of employment to or otherwise financially engages any employee of the other Party during the term of this Agreement or for twelve (12) months thereafter, the employing or financially engaging Party will pay the other Party a sum equal to thirty percent (30%) of the most recent annual employment cost for that employee. Such sum shall be due and payable upon hiring of the employee. For purposes of this Agreement, annual employment cost is defined as the aggregate of the employee's base salary.

## **SECTION 6.10 Confidentiality**

The Correspondent and AFR acknowledge and agree that, in connection with the service provider's performance of his duties, information regarding the Correspondent, AFR or their customers which are confidential and proprietary in nature may be disclosed to each other. All parties agree to hold such information in strict confidence. All parties shall not, without the express prior written consent of the counterparty, disclose any part to any other third party except its employees or regulatory agencies having a need to know such information. In accordance with the privacy and security requirements of the Gramm-Leach-Bliley Act, (GLB Act) 15 U.S.C. 6801 and 6805 and corresponding regulations, nonpublic personal information of the customers and information regarding both parties shall be treated as Confidential Information, shall be protected as provided in the GLB Act and shall not be disclosed except to the consent or direction of both parties. Both parties will undertake security measures that will protect this Confidential Information and to meet the objectives of the "Guidelines Establishing Standards for Safeguarding Customer Information" as provided by the GLB Act. Each party shall maintain administrative, technical, and physical safeguards consistent with industry standards (e.g., NIST or ISO 27001) and shall notify the other of any data breach within 48 hours.

The parties acknowledge that irreparable injury may result in the event of any disclosure of confidential information of the other party or its affiliates and agree that if any party should make, or attempt to make, any disclosure in violation of the provisions hereof, the other party shall be entitled to notification, in addition to such other remedies, damages, and relief as may be available under applicable law.

**IN WITNESS/WHEREOF**, AFR and the Correspondent have caused this Correspondent Origination and Sales Agreement to be executed and effective as of (date) this document is executed by AFR as set forth below (the “Effective date”). One or more of the parties may execute this Origination and Sales Agreement by executing a separate document containing such parties’ acknowledgement that execution of such document constitutes execution of this Agreement. In such event, the effective date of this Agreement shall be the effective date of such separate document.

DocuSigned by:  
By: Pamela A Fleurette  
60E79878739344F...

(Correspondent)

By: \_\_\_\_\_

(American Financial Resources, LLC)

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

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

Date: 11/4/2025  
\_\_\_\_\_

Date: \_\_\_\_\_