BANCMAC
YOUR COMMUNITY BANK MORTGAGE PARTNER

Wholesale/Broker Agreement

This Wholesale Agreement (hereinafter "Agreement") between _____
("Financial Institution")its principal place of business at:

_____

and United Community Bank D/B/A BancMac ("UCB") having its principal place of business at 3200 West Iles Ave. Springfield, IL 62711, is intended to evidence a non-exclusive arrangement whereby mortgage loan originations services for first lien 1-4 family residential mortgage financing are performed by Financial Institution, on behalf of UCB, in exchange for a fee. These services, detailed in the attached Exhibit "A" & Exhibit "B", are hereby represented by both Financial Institution and UCB to be services which are actually performed, actually necessary, not duplicative of services performed by others, and reasonable, related to the market value of the services performed. This Agreement is represented by both Financial Institution and UCB to be consistent with Industry-accepted interpretations of the appropriate provisions of the Real Estate Settlement Procedures Act (RESPA), as amended.

Financial Institution to confirm the true identity of the loan applicant(s) by complying with all requirements of Section 326 of the USA PATRIOT Act and its implementing regulations. Financial institution certifies that it is a financial institution that is subject to the USA PATRIOT Act and that it is regulated by a federal functional regulator. Financial Institution hereby agrees to certify to UCB annually that it has implemented an anti-money-laundering program and that Financial Institution (or its agents) will perform the identity verification procedures for UCB. All terms used in this contract have the meanings assigned to them in 31CFR 103.121.

United Community Bank D/B/A BancMac ("UCB") agrees (a) Not to initiate any solicitation by direct mail, telephone, e-mail, or personal contact with Financial Institution's participating borrowers, other than what contact is necessary to service the loans, without prior written notice to Financial Institution; and (b) to hold confidential all information about Financial Institution, other than what reporting is necessary to satisfy federal, state, regulatory, or secondary market guidelines.

COMPENSATION TO FINANCIAL INSTITUTION

In exchange for the performance of the services referred to herein and detailed in the attached form, UCB offers payment to the Financial Institution, in accordance with RESPA Regulation Z, applicable state and federal law (including without limitation 12 CFR §1026.36 the "TILA Compensation Rule", this Agreement, and with applicable requirements of any of UCB's investors.

An origination fee of _____% (_____), of the final mortgage amount will be payable to Financial Institution for its provision of origination services and shall be paid at the time of loan disbursement.

☐ Wholesale Program ☐ Wholesale Elite Program

The Financial Institution warrants that its employees will perform the mortgage loan origination services in the same professional manner as their other duties as a Financial Institution employee. Financial Institution understands, as with any other Financial Institution transactions, that they will be liable for any act of fraud or misrepresentation by any Financial Institution employee in the performance of the mortgage loan origination services. Financial Institution shall not solicit or encourage, directly or indirectly, the refinancing of a loan funded by UCB for a period of twelve (12) months immediately following the closing of such loan without the express prior written consent of UCB.

Premium Pricing Recapture:
In the event that any mortgage loan pays off **within 120 days** from the whole loan purchase date by the investor, the investor may require reimbursement from the lender for any premium paid in connection with the purchase of that mortgage loan. If a premium pricing recapture occurs on a loan sold to UCB, the pricing paid to the Financial Institution by UCB must be reimbursed to UCB, so that UCB can in turn reimburse the investor. Contact UCB so the true purchase date to the Investor can be determined.

Early Payment Default:
If a borrower fails to make the first monthly payment within 30 days after such payment was due in the first 90 days, UCB reserves the right to require Financial Institution to repay to UCB the premium that UCB paid to Financial Institution for the loan.

In acceptance of the provisions of this agreement, the following representatives of Financial Institution and United Community Bank have executed as follows:

FINANCIAL INSTITUTION	UNITED COMMUNITY BANK D/B/A BANCMAC
_____	_____
Signature of Institution Officer	Signature of Officer
_____	_____
Name of Institution Officer	Name of Officer
_____	_____
Title of Officer Date	Title of Officer Date

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Wholesale/Broker Agreement
EXHIBIT "A"
Performance of Origination Services performed by Financial Institution

In accordance to the Wholesale Agreement between Financial Institution and United Community Bank, by the terms of the Agreement, required loan origination services performed are as follows;

- An employee or representative of the Financial Institution performs at least six (6) the following origination services;
  - An employee or representative of Financial Institution will be responsible for taking a residential loan application from the customer.
  - Confirm the true identity of the loan applicant(s) by complying with all requirements of Section 326 of the USA PATRIOT ACT and its implementing regulations
  - Accept loan application from customer
  - Analyzing the applicant's income and debt the prospective applicant.
  - Educate the applicant in the home buying and financing process, advising the applicant about the different types of loan products available.
  - Collect financial information and other related documents that are part of the application process.
  - Educate applicant regarding credit problems.
  - Maintain regular contact with applicants, real estate agents, and UCB during loan process.
  - Collect fee for credit report and/or initiate/order credit report; other loan verification
  - Collect fee for appraisal and/or initiate/ordering appraisal requests
  - Gather required verification documents (pay stubs, bank statements, etc.)
  - Provide office facilities and customer service personnel for applicant
  - Provide communications equipment and supplies for applicant (phone, fax, internet access, email)
  - Order legal documents (title insurance commitment, etc.)
  - Participate in loan closing
  - Assist customer with post-closing issues or problems

Signature _____ Title _____

Printed Name _____ Date _____

Wholesale/Broker Agreement
EXHIBIT "B"
Performance of Origination Services performed by Financial Institution

In accordance with the Wholesale Agreement between Financial Institution and United Community Bank, by the terms of the Agreement and in addition to the requirements on Exhibit A, the following origination services must be performed as follows;

Wholesale/Broker Partner

- Input initial application and submit loan in TPO Connect
- Obtain rate quote through TPO Connect Pricing Engine
- Submit Initial Signed Loan Application and Upload all supporting documents to TPO Connect
- Confirm the true identity of the loan applicant(s) by complying with all requirements of Section 326 of the USA PATRIOT ACT and its implementing regulations
- Submit Request to Order Appraisal in TPO Connect
- Provide inspection reports (i.e., termite, well, and septic) as applicable
- Provide all invoices to appear on Closing Disclosure 24 hours prior to Closing Disclosure being disclosed
- Confirm Closing Date with Assigned BancMac Closer

Elite Wholesale/Broker Partner

- Input initial application and submit loan in TPO Connect
- Obtain rate quote through TPO Connect Pricing Engine
- Submit Initial Signed Loan Application and Upload all supporting documents to TPO Connect
- Confirm the true identity of the loan applicant(s) by complying with all requirements of Section 326 of the USA PATRIOT ACT and its implementing regulations
- Provide all invoices to appear on Closing Disclosure 24 hours prior to Closing Disclosure being disclosed
- Confirm Closing Date with Assigned BancMac Closer
- Order/Re-issue Credit Report
- Order Credit Supplements
- Order Refresh/Gap Credit Update
- Run AUS DO/DU
- Submit Request to Order Appraisal in TPO Connect
- Provide inspection reports (i.e., termite, well, and septic) as applicable
- Order Title Work - Upload Commitment to TPO Connect
- Provide Homeowners - Upload HO Ins. To TPO Connect

Signature	Title
Printed Name	Date

BANCMAC
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Wholesale/Broker Agreement
Compliance Attestation/Certification
Paid Compensation Agreement

In compliance with the Federal Truth in Lending act, including implementation of Regulation Z and the Official Staff Commentary, _____
(Financial Institution) attests on behalf of itself that for Loans which will be presented to United Community Bank D/B/A BancMac (UCB): (1) This Financial Institution has not paid compensation to any loan originator in an amount that is based on a prohibited term or condition, and (2) no consumer has been steered to a product or program on the basis of increased loan compensation for any loan originator.

Financial Institution acknowledges and certifies that it is in compliance with Regulation Z Loan Officer Compensation regarding Compensation Arrangements.

Financial Institution affirms that UCB is entitled to rely and is relying on the Financial Institution to be in full compliance with the current regulations. Financial Institution authorizes UCB, at its discretion, to verify the information with any other sources, and waives any cause of action or claim financial Institution may have against such sources with respect to any information they may provide.

By: _____

Name: _____

Title: _____

Date: _____

Addendum to Wholesale/Broker Agreement
FHA SPONSORSHIP REQUEST

This addendum to the Wholesale Agreement for originating of FHA Loans (hereinafter "Addendum") is made on this

date of _____ by and between United Community Bank D/B/A BancMac (hereinafter "UCB") and

_____ (hereinafter Financial Institution).

Whereas UCB and Financial Institution have previously entered into a Wholesale Agreement for originating of FHA Loans (hereinafter "Agreement") whereby Financial Institution may submit Mortgage Loan Applications to UCB for funding by UCB upon the terms, conditions and warranties contained therein.

UCB may, at its sole option, sponsor Financial Institution as an FHA Authorized Agent. UCB may at any time without cause, notify Financial Institution that UCB will terminate UCB's sponsorship of Financial Institution. As of the effective date of the termination, UCB shall cease accepting Loan Application Packages with respect to FHA Mortgage Loans, but will continue to process, close and fund FHA Mortgage Loans for previously submitted Loan Application packages.

Compliance with UCB Requirements
If UCB sponsors Financial Institution as an FHA Authorized Agent, Financial Institution shall comply with all UCB requirements of FHA and all requirements of FHA pertaining to or governing FHA Authorized Agents. For each FHA Mortgage Loan, Financial Institution shall obtain an FHA Approval by UCB and cause all conditions for the FHA mortgage approval to be met.

Disciplinary or Other Action by FHA, HUD or GNMA
Financial Institution shall notify UCB in writing within 30 days following the initiation or threat of any disciplinary action, enforcement action, lawsuit, administrative proceeding or similar action or proceeding by FHA, HUD or GNMA, or if any pending investigation by FHA, HUD or GNMA against Financial Institution's affiliated companies, or against any of the directors, officers, employees or agents of either Financial Institution or any of Financial Institution's affiliated companies.

FHA Loan Approval
The FHA mortgage loan must have FHA approval by UCB in effect for such FHA mortgage loan and all conditions of the FHA approval must be met prior to closing.

All terms and conditions, representations and warranties contained in the Agreement shall remain in full force and effect, unless specifically modified by this Addendum. All terms used in this Addendum shall have the meaning attributed to them in the Agreement.

To request FHA sponsorship, please attach the completed and signed FHA Addendum and your Letter of Explanation detailing your recent/current FHA experience along with any supporting documentation, if applicable (such as training certificate from FHA course or Letter of Approval from US Department of Housing & Urban Development showing Prior HUD Approval) for review.

The undersigned represents and warrants that they are the Authorized Principal of the company and have the legal capacity to enter into this Agreement. The undersigned further represents no alterations have been made to this Agreement and all documents, policies and agreements referenced in and associated with this Agreement have been read and understood.

Agreed and Accepted
Date: _____

Financial Institution _____

NMLS # _____

Signature _____

Printed Name _____

Title _____