

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 17, 2021

Home Point Capital Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-39964

(Commission File Number)

90-1116426

(IRS Employer Identification No.)

**2211 Old Earhart Road, Suite 250
Ann Arbor, Michigan 48105**

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(888) 616-6866**

Not applicable

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value \$0.0000000072 per share	HMPT	The Nasdaq Stock Market LLC (The Nasdaq Global Select Market)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

Amendment to UBS Repurchase Agreement

On September 17, 2021, Home Point Financial Corporation (“HPF”), a wholly owned subsidiary of Home Point Capital Inc. (the “Company”), as seller, entered into an Amendment No. 17 (the “UBS Amendment”) with UBS AG, by and through its branch office at 1285 Avenue of the Americas, New York, New York (“UBS”), as buyer, which amended the Master Repurchase Agreement, dated as of October 28, 2015, between HPF, as seller, and UBS, as buyer (as amended, restated, supplemented, or otherwise modified, the “UBS Repurchase Agreement”).

The UBS Amendment and certain ancillary agreements thereto extended the termination date of the UBS Repurchase Agreement to September 16, 2022 and effectuated certain other technical changes to the UBS Repurchase Agreement.

Certain affiliates of UBS have performed commercial banking, investment banking, or advisory services for the Company from time to time for which they have received customary fees and reimbursement of expenses. They may, from time to time, engage in transactions with and perform services for the Company in the ordinary course of its business for which they may receive customary fees and reimbursement of expenses.

The foregoing description of the UBS Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the UBS Amendment attached hereto as Exhibit 10.1, which is incorporated herein by reference.

Amendment to TIAA Repurchase Agreement

On September 17, 2021, HPF, as seller, entered into the Fifth Amendment to the Amended and Restated Master Repurchase Agreement and Amended and Restated Pricing Letter (the “TIAA Amendment”) with TIAA, FSB, as administrative agent for the buyers and as a buyer (“TIAA”), and Capital One, National Association, as buyer (together with TIAA, the “Buyers”), which amended the Amended and Restated Master Repurchase Agreement, dated as of September 18, 2020, between HPF, as seller, and Buyers, as buyers (as amended, restated, supplemented, or otherwise modified, the “TIAA Repurchase Agreement”).

The TIAA Amendment extended the termination date of the TIAA Repurchase Agreement to September 16, 2022 and effectuated certain other technical changes to the TIAA Repurchase Agreement.

Buyers or certain affiliates of Buyers may, from time to time, engage in transactions with and perform services for the Company in the ordinary course of its business for which they may receive customary fees and reimbursement of expenses.

The foregoing description of the TIAA Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the TIAA Amendment attached hereto as Exhibit 10.2, which is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information contained in Item 1.01 above is hereby incorporated in this Item 2.03 by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Amendment No. 17 to Master Repurchase Agreement, dated as of September 17, 2021, by and between UBS AG, as buyer, and Home Point Financial Corporation, as seller.
10.2+	Amendment No. 5 to Amended and Restated Master Repurchase Agreement and Amended and Restated Pricing Letter, dated as of September 17, 2021, by and among Home Point Financial Corporation, as seller, TIAA, FSB, as administrative agent and a buyer, and Capital One, National Association, as a buyer.
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL.

⁺ Certain portions of this exhibit have been redacted pursuant to Item 601(b)(10)(iv) of Regulation S-K. The Company agrees to furnish supplementally an unredacted copy of the exhibit to the Securities and Exchange Commission upon its request.

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: September 21, 2021

HOME POINT CAPITAL INC.

By: /s/ Maria N. Fregosi

Name: Maria N. Fregosi

Title: Chief Investment Officer

AMENDMENT NO. 17 TO MASTER REPURCHASE AGREEMENT

Amendment No. 17 to Master Repurchase Agreement, dated as of September 17, 2021 (this "Amendment"), between UBS AG, by and through its branch office at 1285 Avenue of the Americas, New York, New York (the "Buyer") and HOME POINT FINANCIAL CORPORATION (the "Seller").

RECITALS

The Buyer and the Seller are parties to (a) that certain Master Repurchase Agreement, dated as of October 28, 2015 (as amended by Amendment No. 1, dated as of May 4, 2016, Amendment No. 2, dated as of September 15, 2016, Amendment No. 3, dated as of September 28, 2016, Amendment No. 4, dated as of January 5, 2017, Amendment No. 5, dated as of October 6, 2017, Amendment No. 6, dated as of November 9, 2017, Amendment No. 7, dated as of May 7, 2018, Amendment No. 8, dated as of July 16, 2018, Amendment No. 9, dated as of October 19, 2018, Amendment No. 10, dated as of February 29, 2019, Amendment No. 11, dated as of September 20, 2019, Amendment No. 12, dated as of December 12, 2019, Amendment No. 13, dated as of July 6, 2020, Amendment No. 14, dated as of September 18, 2020, Amendment No. 15, dated as of October 6, 2020 and Amendment No. 16, dated as of December 22, 2020, the "Existing Repurchase Agreement"; and as further amended by this Amendment, the "Repurchase Agreement") and (b) that certain Pricing Letter, dated as of September 20, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Pricing Letter"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Existing Repurchase Agreement and Pricing Letter, as applicable.

The Buyer and the Seller have agreed, subject to the terms and conditions of this Amendment, that the Existing Repurchase Agreement be amended to reflect certain agreed upon revisions to the terms of the Existing Repurchase Agreement.

Accordingly, the Buyer and the Seller hereby agree, in consideration of the mutual promises and mutual obligations set forth herein, that the Existing Repurchase Agreement is hereby amended as follows:

SECTION 1. Definitions. Section 1 of the Existing Repurchase Agreement is hereby amended by adding the following definitions in their proper alphabetical order:

"Anti-Corruption Laws" shall mean all laws, rules, and regulations of any jurisdiction applicable to Seller or any of its Subsidiaries from time to time concerning or relating to bribery or corruption.

"Sanctioned Country" shall mean at any time, a country, region or territory which is itself the subject or target of any Sanctions.

“Sanctioned Person” shall mean, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of Treasury, the U.S. Department of State, by the United Nations Security Council, the European Union, any European Union member state, Her Majesty’s Treasury of the United Kingdom or other relevant sanctions authority, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clause (a) or (b).

SECTION 2. Representations. Section 10 of the Existing Repurchase Agreement is hereby amended by adding the following new paragraph at the end thereof:

(aa) Anti-Corruption Laws. Seller has implemented and maintains in effect policies and procedures designed to ensure compliance by Seller, its respective Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws, and Seller, its Subsidiaries and their respective officers and directors and to the knowledge of Seller, its employees and agents, are in compliance with Anti-Corruption Laws in all material respects and are not knowingly engaged in any activity that would reasonably be expected to result in Seller being designated as a Sanctioned Person. No Transaction contemplated by this Agreement will violate any Anti-Corruption Law.

SECTION 3. Covenants. Section 11 of the Existing Repurchase Agreement is hereby amended by deleting clauses (d)(ii), (iii) and (iv) in their entirety and replacing them with the following, respectively:

(ii) Within forty-five (45) days after the end of each calendar quarter, the consolidated and consolidating balance sheets and the related consolidated and consolidating statements of income, a calculation schedule of Financial Condition Covenants, and as may be reasonably requested by Buyer, the statement of retained earnings and the statement of cash flows for the Financial Reporting Party for such calendar quarter(s), of the Financial Reporting Party;

(iii) Within thirty (30) days after the end of each of the first two (2) months of each calendar quarter, the consolidated and consolidating balance sheets and the related consolidated and consolidating statements of income, a calculation schedule of Financial Condition Covenants, and as may be reasonably requested by Buyer, the statement of retained earnings and the statement of cash flows for the Financial Reporting Party for such monthly period(s), of the Financial Reporting Party;

(iv) Unless otherwise waived by Buyer in writing, simultaneously with the furnishing of each of the Financial Statements to be delivered pursuant to subsection (i) through (iii) above, submission of a certificate in the form of Exhibit A to the Pricing Letter and certified by the president, chief financial officer, or designee as approved by Buyer of the Financial Reporting Party, which includes detailed reporting to the materials set forth therein including without limitation, any request for repurchase of or indemnification for a Mortgage Loan purchased by a third party investor, the valuation of the Seller’s Capitalized Mortgage Servicing

Rights by any third-party evaluator and a quarterly legal compliance questionnaire certified by the general counsel or chief/head of compliance;

SECTION 4. Assignability. Section 17 of the Existing Repurchase Agreement is hereby amended by deleting the third paragraph thereof in its entirety and replacing it with the following:

Buyer may, in connection with any assignment or participation or proposed assignment or participation pursuant to this Section 17, disclose to the assignee or participant or proposed assignee or participant, as the case may be, this Agreement and the other Program Documents and any information relating to Seller or any of its Subsidiaries or to any aspect of the Transactions that has been furnished to Buyer by or on behalf of Seller or any of its Subsidiaries; provided that such assignee or participant agrees to hold such information subject to the confidentiality provisions of this Agreement.

SECTION 5. Representations and Warranties with Respect to Purchased Assets. Schedule 1 to the Existing Repurchase Agreement is hereby amended by adding the following new paragraph at the end thereof:

(cccc) TRID Compliance. To the extent applicable, effective with respect to applications taken on or after October 3, 2015, such Mortgage Loan was originated in compliance with the Consumer Financial Protection Bureau's TILA-RESPA Integrated Disclosure Rule.

SECTION 6. Conditions Precedent. This Amendment shall become effective as of the date hereof (the "Amendment Effective Date"), subject to the satisfaction of the following conditions precedent:

6.1 Delivered Documents. On the Amendment Effective Date, the Buyer shall have received the following documents, each of which shall be satisfactory to the Buyer in form and substance:

- (a) this Amendment, executed and delivered by the Buyer and Seller;
- (b) Amendment No. 10 to the Pricing Letter, dated as of the date hereof, executed and delivered by Buyer and Seller; and
- (c) such other documents as the Buyer or counsel to the Buyer may reasonably request.

SECTION 7. Ratification of Agreement. As amended by this Amendment, the Existing Repurchase Agreement is in all respects ratified and confirmed and the Existing Repurchase Agreement as so modified by this Amendment shall be read, taken, and construed as one and the same instrument.

SECTION 8. Representations and Warranties. The Seller hereby represents and warrants to the Buyer that it is in compliance with all the terms and provisions set forth in the Repurchase Agreement on its part to be observed or performed, and that no Default or Event of Default has occurred or is continuing, and hereby confirms and reaffirms the representations and warranties contained in Section 10 of the Repurchase Agreement. The Seller hereby represents and warrants that this Amendment has been duly and validly executed and delivered by it, and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 9. Limited Effect. Except as expressly amended and modified by this Amendment, the Existing Repurchase Agreement shall continue to be, and shall remain, in full force and effect in accordance with its terms.

SECTION 10. Severability. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

SECTION 11. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart. The parties agree that this Amendment, any documents to be delivered pursuant to this Amendment and any notices hereunder may be transmitted between them by email and/or by facsimile. Delivery of an executed counterpart of a signature page of this Amendment in Portable Document Format (PDF) or by facsimile shall be effective as delivery of a manually executed original counterpart of this Amendment. The parties agree that this Amendment, any addendum or amendment hereto or any other document necessary for the consummation of the transaction contemplated by this Amendment may be accepted, executed or agreed to through the use of an electronic signature in accordance with the E-Sign, the UETA and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on all parties hereto to the same extent as if it were physically executed and each party hereby consents to the use of any secure third party electronic signature capture service providers, as long as such service providers use system logs and audit trails that establish a temporal and process link between the presentation of identity documents and the electronic signing, together with identifying information that can be used to verify the electronic signature and its attribution to the signer's identity and evidence of the signer's agreement to conduct the transaction electronically and of the signer's execution of each electronic signature. The original documents shall be promptly delivered, if requested.

SECTION 12. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 13. GOVERNING LAW. THIS AMENDMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AMENDMENT, THE RELATIONSHIP OF THE PARTIES TO THIS AMENDMENT, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES TO THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS AND DECISIONS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CHOICE OF LAW RULES THEREOF. THE PARTIES HERETO INTEND THAT THE PROVISIONS OF SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW SHALL APPLY TO THIS AMENDMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE EFFECTIVENESS, VALIDITY AND ENFORCEABILITY OF ELECTRONIC CONTRACTS, OTHER RECORDS, ELECTRONIC RECORDS AND ELECTRONIC SIGNATURES USED IN CONNECTION WITH ANY ELECTRONIC TRANSACTION BETWEEN BUYER AND SELLER SHALL BE GOVERNED BY E-SIGN.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Buyer and the Seller have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the date first above written.

**UBS AG, BY AND THROUGH ITS
BRANCH OFFICE AT 1285 AVENUE
OF THE AMERICAS, NEW YORK,
NEW YORK, as Buyer**

By: /s/ Kathleen Donovan

Name: Kathleen Donovan

Title: Managing Director

By: /s/ Chi Ma

Name: Chi Ma

Title: Director

HOME POINT FINANCIAL CORPORATION,
as Seller

By: /s/ Joseph Ruhlin

Name: Joseph Ruhlin

Title: Treasurer

Signature Page to Amendment No. 17 to Master Repurchase Agreement

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THE EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED. [*] INDICATES THAT INFORMATION HAS BEEN REDACTED.**

TIAA BANK
301 W. Bay Street
Jacksonville, FL 32202

Home Point Financial Corporation
2211 Old Earhart Road, Suite 250
Ann Arbor MI 48105
Attention: [***]
Email: [***]

Re: **Fifth Amendment to the Amended and Restated Master Repurchase Agreement and Amended and Restated Pricing Letter (“Fifth Amendment”)**.

Ladies and Gentlemen:

This Fifth Amendment, effective as of September 17, 2021 (the “Amendment Effective Date”), amends that certain Amended and Restated Pricing Letter dated September 18, 2020, as amended, (the “Pricing Letter”), and that Amended and Restated Master Repurchase Agreement dated September 18, 2020, as amended (the “Repurchase Agreement”), by and between Home Point Financial Corporation (the “Seller”), TIAA, FSB, formerly known as EverBank (as Administrative Agent for the Buyers and as “Buyer”) and Capital One, National Association (as “Buyer”). The Repurchase Agreement and Pricing Letter are sometimes collectively referred to herein as the “Agreement”.

WHEREAS, Seller and Buyer have agreed to amend the Agreement as set forth herein.

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

SECTION 1. Amendments.

- (a) Sections 1, 2, and 3 of the Pricing Letter are hereby amended and restated in the entirety as follows:

[***]

- (b) Section 3(c) of the Repurchase Agreement is amended and restated in its entirety as follows:

“(c) Reserved.”

(c) Section 3(d)(i) of the Repurchase Agreement is amended and restated in its entirety as follows:

“(d)(i) If Seller wishes to enter into a Transaction hereunder with Buyers, Seller shall deliver a Transaction Request to the Administrative Agent through the TIAA Bank Warehouse Electronic System as specified in the TIAA Bank Warehouse Customer Guide and to Custodian as specified in the Custodial Agreement prior to entering into any Transaction. Such Transaction Request shall include all information required by the Administrative Agent pursuant to the TIAA Bank Warehouse Customer Guide and by Custodian pursuant to the Custodial Agreement. Following receipt of such request, Buyers, through the Administrative Agent, may, for any Mortgage Loans, agree to enter into such requested Transaction, in which case Buyers, through the Administrative Agent will fund the Purchase Price therefor as contemplated in this Agreement. Buyers’ funding the Purchase Price of the Transaction, and Seller’s acceptance thereof, will constitute the parties agreement to enter into such Transaction. Buyers, through the Administrative Agent shall confirm the terms of each Transaction on the TIAA Bank Warehouse Electronic System, including information that sets forth (A) the Purchase Date, (B) the Purchase Price, (C) the Repurchase Date, (D) the Pricing Rate applicable to the Transaction, (E) the applicable Purchase Price Percentages, and (F) additional terms or conditions not inconsistent with this Agreement; provided that Administrative Agent’s failure to enter the information into the TIAA Bank Warehouse Electronic System shall not affect the obligations of Seller with respect to such Transaction. **This Agreement is not a commitment by any Buyer to enter into Transactions with Seller but rather sets forth the procedures to be used in connection with periodic requests for the Buyers to enter into Transactions with Seller. Seller hereby acknowledges that no Buyer is under any obligation to agree to enter into, or to enter into, any Transaction pursuant to this Agreement.**”

(d) Section 2 of the Repurchase Agreement is amended to delete the following definitions: “Swing Line Limit” and “Swing Line Refunding Due Date”.

(e) Section 2 of the Repurchase Agreement is amended to delete the following language from the definition of “Swing Line”: “provided for in Section 3(c)”.

Section 2. No Commitment. The Agreement does not constitute a commitment by any Buyer to enter into Transactions under the Agreement. The parties acknowledge that each Buyer will enter into Transactions with Seller in such Buyer’s sole discretion and subject to satisfaction of all terms and conditions of the Agreement.

Section 3. Certain Financial Condition Covenants. Without limiting any provision set forth in the Agreement, Seller shall comply with the following covenants, each to be tested on each Test Date occurring prior to the Termination Date:

- a) Maintenance of Adjusted Tangible Net Worth. Seller shall have an Adjusted Tangible Net Worth of not less than [***].
- b) Maintenance of Ratio of Adjusted Indebtedness to Adjusted Tangible Net Worth. Seller shall have a ratio of Adjusted Indebtedness to Adjusted Tangible Net Worth of no greater than [***].
- c) Maintenance of Liquidity. Borrower shall ensure that it has cash and Cash Equivalents (excluding Restricted Cash or cash pledged to Persons other than Bank), in an amount not less than [***].
- d) Maintenance of Profitability. Seller shall not permit its Covenant Net Income to be (on a pre-tax basis) [***].

SECTION 2. Defined Terms. Any terms capitalized but not otherwise defined herein should have the respective meanings set forth in the Agreement.

SECTION 3. Fees. In addition to the fees contemplated by the Agreement, the Seller shall pay the Warehouse Fees as and when required hereunder.

SECTION 4. Limited Effect. Except as amended hereby, the Agreement shall continue in full force and effect in accordance with its terms. Reference to this Fifth Amendment need not be made in the Agreement or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to, or with respect to, the Agreement, any reference in any of such items to the Agreement being sufficient to refer to the Agreement as amended hereby.

SECTION 5. Representations. In order to induce Buyers to execute and deliver this Fifth Amendment, Seller hereby represents and warrants to Buyers that as of the date hereof, except as otherwise expressly waived by Buyers in writing, Seller is in full compliance with all of the terms and conditions of the Facility Documents, including without limitation all of the representations and warranties and all of the affirmative and negative covenants, and no Default or Event of Default has occurred and is continuing under the Agreement.

SECTION 6. GOVERNING LAW. THIS FIFTH AMENDMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO OR IN CONNECTION WITH THIS FIFTH AMENDMENT, THE RELATIONSHIP OF THE PARTIES, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLES OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, WHICH SHALL GOVERN.

SECTION 7. Counterparts. This Fifth Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same agreement. This Fifth Amendment, to the extent signed and delivered by facsimile or other electronic means, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No signatory to this Fifth Amendment shall raise the use of a facsimile machine or other electronic means to deliver a signature or the fact that any signature or agreement was transmitted or communicated through the use of a facsimile machine or other electronic means as a defense to the formation or enforceability of a contract and each such Person forever waives any such defense.

[Space below intentionally blank; signatures follow on next page.]

IN WITNESS WHEREOF, Administrative Agent, the Buyers and Seller have caused their names to be signed hereto by their respective officers thereunto duly authorized, as of the date first above written.

TIAA, FSB, formerly known as EVERBANK,
as Administrative Agent and a Buyer

By: /s/ Mark Bucior

Name: Mark Bucior

Title: Vice President

CAPITAL ONE, NATIONAL ASSOCIATION,
as a Buyer

By: /s/ Paul Spiridigliozzi

Name: Paul Spiridigliozzi

Title: Managing Director

HOME POINT FINANCIAL CORPORATION,
as Seller

By: /s/ Joseph Ruhlin

Name: Joseph Ruhlin

Title: Treasurer