

Arc Elite Jumbo Prepayment Penalty

This product is for primary and second home borrowers qualifying with full/standard documentation, following Fannie Mae or Freddie Mac guidelines with overlays detailed below; however, a Prepayment Penalty is required. Wherever this matrix is silent, refer to Fannie Mae or Freddie Mac guidelines.

Correspondent must be approved to use this product. Contact your Account Executive for details.

LTV Matrix Fixed Rate						
Occupancy	Purpose	Loan Amount Maximum	Units	Credit Score Minimum	LTV/(H)CLTV	Maximum DTI
Primary Residence	Purchase and Rate/Term	\$3,000,000	1	740	80%	45%
		\$2,500,000		720	80%	
		\$2,000,000		680	80%	
		\$2,000,000	2-4	700	80%	45%
	Cash-Out ¹	\$3,000,000	1	740	80%	45%
		\$2,000,000		680	80%	
		\$2,000,000	2-4	700	75%	45%
Second Home	Purchase	\$3,000,000		740	80%	45%
	and	\$2,500,000	1	720	80%	
	Rate/Term	\$2,000,000		680	80%	
	Cash-Out ¹	\$3,000,000	1	740	75%	45%
		\$2,000,000	1	700	75%	
¹ Max cash-out	limit of \$500,000	for cash-out refinance t	ransactio	าร		

	Product Specific Requirements
Amortization Type	Full Principal and Interest: • 15 Year and 30 Year Fixed Rate Only
Appraisal Requirements	 PIW/ACE waiver based on AUS recommendation is not allowed. Follow Fannie Mae or Freddie Mac requirements for appropriate appraisal format (1004, 1073, etc) One appraisal is required for loan amounts < \$1,500,000. Two appraisals are required for loan amounts > \$1,500,000. Transferred appraisals are not permitted
Appraisal Valuation Requirements	All appraisals must include a successful Submission Summary Report (SSR). Note: The Fannie Mae Collateral Underwriter (CU) score is required even on Freddie Mac approved loans.
Requirements	For Delegated Correspondents, if an SSR score cannot be obtained, then a CDA from clear capital is required. If an SSR is obtained, any warnings from the Collateral Underwriter (CU) must be reconciled on the 1008. In addition, the Arc Home Collateral Review /3rd party
	 review is not required. When two appraisals are required, if the lower appraised value returns an SSR score ≥ 3.5 OR no score is returned, an Arc Home Loan Collateral review is required. When one appraisal is required, the following applies: If the SSR score is ≤ 2.5, no additional appraisal review products are required unless otherwise specified or determined by the Arc Home Loan underwriter at the time of review. If the SSR score is > 2.5 to < 3.4, order a CDA and follow the Collateral Waterfall.

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o If the SSR score is ≥ 3.5 OR no score is returned, an Arc Home Loan Collateral review is required, in addition, order a CDA and follow the below Collateral Waterfall.

Collateral Waterfall					
	CDA from Clear Capital				
	CDA Value	Action			
	<u><</u> 10% below*Appraised Value	Appraised Value may be used.			
	> 10% below* Appraised Value or	Field review is required. Follow			
Appraisal Review	Indeterminate	section below.			
	Field Review				
	Field Review Value	Action			
	≤10% below*Appraised Value	Appraised Value may be used.			
		 2nd full appraisal is required 			
	> 10% below* Appraised Value	 Lower of the two appraised values 			
		must be used			

^{*} The > 10% variance rule applies when the CDA/Field Review variance is reflecting a lower value than the appraisal. If the CDA/Field Review variance reflects a higher value than the appraisal is fully supported, and an additional valuation is not required.

Asset Requirements

Follow Fannie Mae or Freddie Mac requirements.

Unacceptable assets

The following assets are ineligible for down payment, closing costs and reserves:

- 529 or similar college fund
- Equity in real estate including current home
- Funds held in foreign accounts or investments
- Pledged/Collateral assets
- Private securities or any non-publicly traded assets
- Vested and non-vested stock options and non-vested restricted stock
- Non-vested stock
- Grant funds
- Builder profits
- Employer Assistance Assets
- Cash advance on credit card
- Cash for which the source cannot be verified (cash on hand)
- Commission from sale of subject property
- Proceeds from an unsecured Loan
- Salary advance
- Sweat equity (contribution to the construction or rehabilitation of a property in the form of labor or services rather than cash)
- Unverifiable source of funds
- Margined Assets listed within client accounts are not eligible
- Marijuana Related Business (MRB) Assets.
- Reverse mortgage
- Seller real estate tax credit

Borrower Eligibility

Eligible:

- All Borrowers must have a valid Social Security number
- US Citizens
- Permanent Resident Aliens
- Non-Permanent Resident Aliens

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- Primary residence only
- o Maximum 75% LTV/CLTV/HCLTV
- Borrower must have a current 24-month employment history
- Must be legally present in the U.S. with an unexpired visa type. If the Visa does not provide the authority to work, an Employment Authorization Card (EAD) is also required.
- o If the EAD or Visa expires within 6 months of loan application, it is acceptable to obtain a letter from the employer documenting the borrower's continued employment and continued Visa/EAD renewal sponsorship (employer on the loan application must be the same as on the unexpired visa). If there are no prior EAD/Visa renewals, the likelihood of renewal must be determined, based on the information from the USCIS and EAD/Visa type.
- Acceptable visa types are: E-1, H-1B, H-2B, G-1 through 5, L-1
- Non-U.S. citizens, without lawful residency status in the United States, borrowers with Diplomatic Immunity, Foreign Nationals, Deferred Action Status (DACA), Temporary Protected Status, or any non-U.S. citizen, who does not hold an eligible visa designation, are ineligible.
- First Time Homebuyers
 - o Primary Residence only
 - Maximum 80% LTV/CLTV/HCLTV
 - Maximum loan amount of \$2,000,000
 - Max DTI 40%
- Non-Occupant Co-Borrowers
 - Subject must a Primary Residence for the occupying borrower
 - 1 unit only
 - o Max 40% DTI
 - Maximum 80% LTV
 - Maximum loan amount of \$2,000,000
- Properties may be titled in a Inter-Vivos Revocable Trust. Follow Fannie Mae or Freddie Mac guidelines.

Ineligible:

- Foreign Nationals
- LLC's, Corporations, Partnerships

Credit/Payment History Requirements

- A tri-merged in file credit report from all three repositories is required for all loans. Frozen credit reports are not allowed. Each Borrower must have a minimum of two FICO scores. The Representative Credit Score is the lowest mid score of both borrowers and is determined by AUS. Qualifying FICO as per matrix.
- For age of documentation requirements, follow Fannie Mae or Freddie Mac requirements.
- Payment history requirements: 0x30x24 mortgage/rental history on the subject property and all financed REOs under the borrower's name. If the loan is seasoned less than 24 months, evidence the existing loan has no 30-day lates since the inception of the loan and no 30-day lates or greater mortgage lates for any first mortgage loans are associated with the property and borrower(s) in the most recent 24 months
- Fraud report or similar must be included in each file submission. The report should include a comparison of all participant names against industry watch and exclusionary lists such as OFAC.

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Declining Markets Reduce maximum LTV/CLTV by 5% for any property located in an area of declining property values as reported by appraiser. Escrow Holdbacks Not allowed Escrow/Impound Accounts Flood insurance must always be escrowed. Escrow funds/impound accounts may be waive for taxes and hazard insurance when the LTV ≤ 80% Geographic Restrictions In Hawaii and Missouri, Arc Home may only fund fully delegated loans. In addition, there are state-level restrictions as outlined below in the Prepayment Penalty section. Income Requirements Wage Earners Follow Fannie Mae or Freddie Mac requirements.
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Requirements • Follow Fannie Mae or Freddie Mac requirements.
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• Signed 4506-C
 Transcripts are not required unless required by the underwriter to resolve a red flag.
Self-Employed
 Follow Fannie Mae or Freddie Mac requirements. Signed 4506-C
 Tax transcripts are required to be obtained from the IRS only for income for years being used for qualification. The IRS transcripts and the supporting income documentation provided by the lender must be consistent.
 YTD P&L prepared by a CPA, or the borrower is required. The P&L may be audited or unaudited, but must be signed and dated by the preparer and the borrower. If the loan has an application date between January 1st and March 31st, the previous full year's P&L is required. The P&L is required to ensure that the income is stable and expected to continue; it may not be used for qualifying the borrower. The P& must report business revenue, expense, and net income up to and including the most recent month preceding the loan application date.
Other Income
For all other acceptable income sources, follow Fannie Mae or Freddie Mac requirement
 Unacceptable income Any source that cannot be verified. Restricted stock income (RSU).
 Future income where Fannie Mae or Freddie Mac would require a post closing paystub. Income that is temporary.
 Rental Income (Boarder Income) received from the borrower's primary residence Expense account payments.
 Retained Earnings Automobile Allowances Marijuana Related Business income
Lien Position First
Minimum Loan Amount Minimum loan amount is \$1 over the FHFA limit for the county and number of units
Mortgage Not required Insurance

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Non-Arm's Length	All parties in a transaction should be independent of one another. Non-arm's length		
Transactions	transactions are permitted under the following circumstances:		
	Borrower purchasing from his or her current landlord (cancelled checks or bank)		
	statements required to verify satisfactory pay history between borrower and		
	landlord).		
	 Investment property transactions must be Arm's length. 		
	 Sales or transfers between members of the family may not be due to adverse 		
	circumstances.		
	 Property seller acting as his or her own real estate agent. 		
	 Borrower acting as his or her own real estate agent. 		
	Borrower is the employee of the originating lender.		
	All non-arm's length transactions must meet the following requirements:		
	Signed and dated letter of explanation (LOE) from borrower stating relationship to		
	seller and reason for the purchase;		
	 Appraiser to be advised of non-arm's relationship; 		
	If the borrower is purchasing from a builder who is buying his or her existing primary		
	residence, the transaction is not eligible for financing.		
	If the property is a newly constructed property, and the borrower has a relationship or		
	business affiliation (any ownership interest, or employment) with the builder, developer, or		
	seller of the property, the loan must be secured by a primary residence. In these situations,		
Number of	 second homes and investment properties are not permitted. A single borrower can have no more than 10 financed properties including subject 		
Financed			
Properties	 property, per Fannie Mae or Freddie Mac guidelines. For Arc Elite, Arc Access, Conventional Investment Property, FNMA/FHLMC 		
Froperties	Second Home-Investment Property and Jumbo PPP Products, each borrower may		
	not exceed either an aggregate unpaid principal balance amount of \$5MM or 10		
	loans (including the subject property) financed with Arc Home.		
Occupancy	Primary Residence		
Occupancy	Second Home		
Prepayment	The following prepayment penalty structures are available:		
Penalty	• 2/2/1: If the mortgage is refinanced within the first 2 years, the penalty is 2% of the		
1 Granty	outstanding principal balance. If the mortgage is paid off after 2 years but before 3		
	years, then the penalty is 1% of the outstanding principal balance.		
	• 1.5/1.5/1: If the mortgage is refinanced within the first 2 years, the penalty is 1.5% of		
	the outstanding principal balance. If the mortgage is paid off after 2 years but before		
	3 years, then the penalty is 1% of the outstanding principal balance.		
	• 1/1/1: If the mortgage is refinanced within the first 3 years, the penalty is 1% of the		
	outstanding principal balance.		
	"Soft" prepayment penalty (not triggered upon sale of the property, taken by eminent		
	domain or any loan assumption). Penalty triggered upon payment in full only; partial		
	prepayments excluded.		
	States Limitations		
	AZ, AR, DE, FL, GA, None		
	N, LA, MS, MT, NH,		
	NC, ND, OR, PA, SC		
	TN		
	CA Penalty will be the lower of:		

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		The above selected structure OR		
		 6 months' interest when the loan is paid off. 		
	OK	Loan may not be originated under OK Uniform Consumer		
		Credit Codes (UCCC)		
	KY, MO, NV	Not permitted where the Correspondent was the lender		
		on both the loan underlying loan and loan subject to		
		refinancing		
	TX	Loans secured by borrower's residential homestead with		
		interest greater than 12% per annum.		
	WA	Prohibited to the extent the lender is a person who is not		
		a "creditor" under DIDIMCA as provided for in		
		Washington Admin Code §208-620-560(8); RCW		
		§31.04.115(1)(d).		
	WY	Loan may not be originated under WY Uniform Consumer		
		Credit Codes (UCCC)		
	All other states not n	nentioned above are ineligible for prepayment penalties		
Processing Notes	4th Party Originations	S:		
	Correspondents appro	oved by Arc Home, and the Loan Officers employed by those		
	Correspondents, may	originate Arc Elite Jumbo Prepayment Penalty loans. Transactions in		
	which the Loan Officer is not associated with the originating company (4th party			
	originations) are prohibited.			
	Change of Circumstance:			
	A Change of Circumstance may not be used to modify a transaction from a loan program			
	without a prepayment penalty to the Arc Elite Jumbo Prepayment Penalty program. A new			
	loan application and ir	nitial disclosures for the Arc Elite Jumbo Prepayment Penalty		
	program are required.	,		
Property Types	Eligible:			
	 1-4 unit attach 	ned/detached owner-occupied properties.		
	 1-unit second 			
	_	-rise new and established Fannie Mae or Freddie Mac warrantable		
		s. Condominiums with HOA in litigation are ineligible. Minimum		
	square footage			
		Development (PUD).		
	 Maximum lot s 	size 20 acres.		
	Ineligible:			
	 Manufactured 			
	 Factory built h 	-		
	 Properties hel 			
		ble condos including condotels		
	 Log homes 			
	 Mixed use pro 			
	 Timeshare uni 			
	 Unique proper 			
		zoned properties (agricultural/residential eligible)		
	 Rural zoned pr 			
		h an oil and gas lease		
	Working farms			
Required		ortgage Offer Without Prepayment Penalty: As required by 12 CF		
Documentation for	· · · · · · · · · · · · · · · · · · ·	a lender must not offer a borrower a prepayment penalty on a loa		
	secured by a pi	rimary residence or a second home (i.e., a "covered transaction") unle		

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Prepayment Penalties	the lender also offers the borrower an alternative covered transaction without a prepayment penalty. As compared to the prepayment penalty offered on the covered transaction, the Alternative Mortgage Offer Without Prepayment must: (i) have the same type of interest rate; (ii) have the same loan term; (iii) have regular periodic payments that are substantially equal; (iv) satisfy the 3% cap on points and fees; and (v) be a transaction for which the lender has a good faith belief that the borrower likely qualifies. The Alternative Mortgage Offer without Prepayment Penalty must be provided to, and signed by the borrower(s), along with the initial loan disclosure documents. An acceptable example of the Alternative Mortgage Loan Offer Without Prepayment Penalty is available for review HERE. • Prepayment Penalty Rider and Addendum: An Addendum to final Security Instrument and a Rider to the Final Note outlining the applicable prepayment penalty terms for the subject transaction		
Reserve	Greater of AUS requirements or the below requirements:		
Requirements	• Loan Amount <= \$2.0MM:		
	 LTV ≤ 75%: 6 months 		
	o LTV > 75%: 12-months		
	• Loan Amount > \$2.0MM: 12 months		
	 Loan Amount > \$2.5MM: 18 months Cash out proceeds may not be used to satisfy reserve requirements. 		
Secondary	CLTV/HCLTV may not exceed LTV on matrix. Secondary financing terms must		
Financing	conform to Fannie Mae or Freddie Mac guidelines.		
Transaction Types	Purchase		
	Follow Fannie Mae or Freddie Mac guidelines		
	Rate/Term Refinance		
	No seasoning required.		
	Cash back to the borrower is limited to the lesser of \$2,000 or 2% of the new loan		
	amount.		
	Properties listed for sale are ineligible for refinance unless the listing was		
	withdrawn (or expired) prior to the application date.		
	Cash-Out Refinance The preparative past have been purchased (or acquired) by the begressive at least six		
	 The property must have been purchased (or acquired) by the borrower at least six months prior to the note date of the new mortgage except for inherited properties 		
	and delayed financing.		
	 Properties listed for sale are ineligible for refinance unless the listing was 		
	withdrawn (or expired) prior to the application date.		
	Delayed Financing		
	Follow Fannie Mae or Freddie Mac guidelines		
	<u>Construction Financing</u>		
	• One time construction to permanent transactions are not allowed.		
	Ineligible Transactions		
	• Texas 50(a)(6) loans		
Underwriting/QM	 Land Contracts All loans must be approved through DU or LPA. AUS Approve/Ineligible for loan 		
Compliance	amount or maximum LTV is allowed. All data points on AUS should represent the		
Requirements	loan attributes with the exception of the guideline overlays contained in this matrix.		
	All loans must be prudently underwritten utilizing this matrix and Fannie Mae or		
	Freddie Mac guidelines. Where this matrix is silent, refer to Fannie Mae or Freddie		
	Mac.		
	Loans must be originated to meet definition of a Safe Harbor or Rebuttable		
	Presumption Mortgage Loan under the Qualified Mortgage Rule and may not have:		

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- (i) an APR-APOR spread of greater than 2.25 (or 3.5% in the case of loan balance below \$110,260 (as periodically adjusted); and (ii) points and fees, inclusive of the prepayment penalty, in excess of 3% under the QM Rule.
- Higher Priced Mortgage Loans (HPML), Section 32 loans or any state highcost/subprime loans are not allowed.
- All loans must otherwise comply with 12 CFR 1026.43(g) including the requirements that the borrower is offerered an "alternative covered transaction without a prepayment penalty". See <u>Required Documentation</u>.

Product Names

Names and Product Codes

30 YR FIXED ELITE JUMBO – (2/2/1) 3 YR PREPAY PENALTY TERM 30 YR FIXED ELITE JUMBO – (1.5/1.5/1) 3 YR PREPAY PENALTY TERM 30 YR FIXED ELITE JUMBO – (1/1/1) 3 YR PREPAY PENALTY TERM 15 YR FIXED ELITE JUMBO – (2/2/1) 3 YR PREPAY PENALTY TERM 15 YR FIXED ELITE JUMBO – (1.5/1.5/1) 3 YR PREPAY PENALTY TERM 15 YR FIXED ELITE JUMBO – (1/1/1) 3 YR PREPAY PENALTY TERM

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