

EXHIBIT 2

FIRST AMENDMENT TO THE PREFERRED INVESTOR AGREEMENT

This First Amendment to the Preferred Investor Agreement (the “**First Amendment**”) is effective as of March 1, 2023 (the “**First Amendment Effective Date**”) by and between **PLAZA HOME MORTGAGE, INC.** (“**Preferred Investor**”), and **BEST PARTNERS MORTGAGE COOPERATIVE, INC.** (“**Lenders One**”). Preferred Investor and Lenders One may be referred to herein together as the “**Parties**” and individually as a “**Party**”.

WHEREAS, effective as of February 19, 2016, Preferred Investor and Lenders One entered into that certain Preferred Investor Agreement (the “**Agreement**”), pursuant to which Preferred Investor pays Lenders One a Production Marketing Fee (as defined in the Agreement) for certain loans purchased from the Members (as defined in the Agreement) by Preferred Investor pursuant to the terms of the Agreement;

WHEREAS, the Parties mutually desire to amend certain terms of the Agreement; and

WHEREAS, capitalized terms used herein shall have the same meaning given to them in the Agreement, unless otherwise defined herein;

NOW, THEREFORE, in consideration of the mutual agreements and covenants of the parties contained herein, it is agreed as follows:

1. **Amendments.**

1.1. The Preamble of the Agreement is hereby deleted in its entirety and replaced with the following:

This Preferred Investor Agreement (the “Agreement”) effective as of March 1, 2023 (the “Effective Date”) is by and between **PLAZA HOME MORTGAGE, INC.** (“Preferred Investor”) and **BEST PARTNERS MORTGAGE COOPERATIVE, INC.** (“Lenders One”). Preferred Investor and Lenders One may be referred to herein together as the “Parties” and individually as a “Party”.

1.2. Section 1 (Term; Renewal) of the Agreement is hereby deleted in its entirety and replaced with the following:

This Agreement shall commence on the Effective Date and shall terminate three (3) years thereafter (the “Initial Term”). This Agreement may renew for additional successive terms of one (1) year (each a “Renewal Term”) with written notice of intent to renew by Preferred Investor at least sixty (60) calendar days prior to the end of the Initial Term or any Renewal Term. The Initial Term and any Renewal Term are referred to as the “Term”. If pursuant to the preceding sentence, Preferred Investor decides to terminate the Agreement upon completion of the Initial Term, Preferred Investor shall not be discharged from its responsibility to pay Lenders One the Fees for a period of six (6) months from and after the effective date of such expiration or termination.

1.3. Section 3 (Production Marketing Fee; Payment) of the Agreement is hereby deleted in its entirety and replaced with the following:

- (a) Preferred Investor will pay Lenders One a monthly production marketing fee (the “Production Marketing Fee”) as follows:
 - (i) Best Efforts Commitment Production Marketing Fee: Preferred Investor will pay Lenders One, as shown in table 1, the product of the Best Efforts (defined below) basis points and the unpaid principal balance at the time of purchase of each and every loan purchased by Preferred from Members pursuant to a Best Efforts Commitment (as defined below).

- (ii) Mandatory Commitment Production Marketing Fee: Preferred Investor will pay Lenders One, as shown in table 1, the product of the Mandatory (as defined herein) basis points and the unpaid principal balance at the time of purchase per each and every loan purchased by Preferred Investor from Members pursuant to a mandatory delivery method or commitment.
 - a. "Mandatory" and "Best Efforts" mean basis points in Table 1 that correspond to the Total Balance.
 - b. "Total Balance" means total unpaid principal balance of all loans (all products) purchased by Preferred Investor from Members (Best Efforts and Mandatory delivery methods or commitments) during the applicable year. The effective date of each Total Balance shall be determined in accordance with the effective date of the respective Mortgage Loan Purchase Agreement (MLPA) executed between Preferred Investor and each Member, and applies to Mandatory Commitment and Best Efforts Commitment, as well as to Conventional, Non-Agency, Government Loans and FHA Loans.

Conventional / Governmental Loan / Non-Agency *			
Total Balance (Combined Lender)	Mandatory Basis Points	Best Efforts basis points	Months since onboarding w/ Preferred Investor from non-delegated to delegated channel
Year 1	6	6	6
Year 2	3	3	3
Year 3	2	2	2

Table 1:

For the avoidance of doubt and for purposes of this Section: (i) "Best Efforts Commitment" shall be deemed to refer to any mortgage loan sales agreement in which a seller commits to deliver an individual mortgage loan of a specified principal amount and quality to an investor, where the seller makes its Best Efforts to deliver the loan to the investor prior to the commitment expiration date, and failure to deliver the loan may or may not result in a pair-off fee; (ii) "Mandatory Commitment" shall be deemed to refer to any mortgage loan sales agreement in which a seller commits to deliver a certain principal amount of mortgage loans to an investor at a specified price on or before a specified date. If the seller fails to deliver the amount of loans necessary to fulfill the commitment by the specified date, it is obligated to pay a pair-off fee, based on then-current market prices, to the investor to compensate the investor for the shortfall; (iii) "Government Loan" shall mean a government sponsored, insured or guaranteed loan, subject to special amount limits, as determined by the applicable government agencies, including but not limited to the Federal Housing Administration ("FHA") and/or the United States Department of Veterans Affairs (VA); (iv) "Non-Agency" shall be deemed to refer to products not eligible to be sold to the government sponsored enterprises; and (v) "Conventional" shall mean a residential mortgage that is not a Government Loan.

- (iii) Exclusions to Marketing Fee: It is mutually agreed upon that non-delegated loans originated from Preferred Investor's wholesale division will not incur or be included in the monthly Production Marketing Fee calculation. In the event that a Preferred Investor customer later transitions to the delegated channel, qualifying loan production would incur Lenders One's Production Marketing Fee. Both parties agree that the Production Marketing Fee will be

consistent with the fee schedule set forth in Table 1 and will be triggered by the effective date of a customer being approved by Preferred Investor for the delegated channel.

- (b) Lenders One shall provide an electronic mail address to which invoices may be submitted. Preferred Investor will pay Lenders One directly the Production Marketing Fee within fifteen (15) days from the end of the month immediately following the month in which the loans were sold by Members to Preferred Investor, via automated clearing house or similar electronic transfer, unless otherwise indicated by Lenders One, in accordance with the payment instructions set forth in Exhibit A (Payment Instructions).
- (c) The expiration or termination of this Agreement for any reason, other than termination by Preferred Investor as a non-breaching Party pursuant to a Breach Termination, shall not discharge Preferred Investor from its responsibility to pay Lenders One the Production Marketing Fee for a period six (6) months from and after the effective date of such expiration or termination.

1.4. Section 8 (Members) of the Agreement is hereby deleted in its entirety and replaced with the following:

Subject to the terms of the confidentiality provisions provided below in this Agreement, during the Term, Lenders One shall supply Preferred Investor with a listing of all current Members and shall periodically update such list so as to ensure that Preferred Investor is provided current Member information. Preferred Investor and any of the Members may agree upon incentive fee arrangements, and such Members will benefit from those incentives, in addition to and independently from any other incentive provided by Lenders One, provided, however that Lenders One will earn the Production Marketing Fee on loans purchased by Preferred Investor from Members regardless of whether any other incentive payment is being paid on the same loans by Preferred Investor. Lenders One shall begin earning and receiving the Production Marketing Fee on loans that are committed by Members and purchased by Preferred Investor from such Members on and after the Effective Date. In connection with Members that apply and are approved by Preferred Investor, Lenders One will begin to earn the Production Marketing Fee on loans committed by such Members and purchased by Preferred Investor, on and after the date these Members are approved by Preferred Investor. In no event will Preferred Investor pay the Production Marketing Fee for loans committed by such Members who executed a loan purchase agreement with Preferred Investor prior to the Effective Date of this Agreement, provided, however, that Preferred Investor has provided to Lenders One a list of all current Members prior to the Effective Date included as Exhibit A-1 (“Excluded Members”). The current Excluded Members list included as Exhibit A-1 shall be updated from time to time by Preferred Investor to include any entities that become Members and had already executed a loan purchase agreement with Preferred Investor prior to the Effective Date upon thirty (30) days prior written notice to Lenders One. If a Member is terminated by Lenders One, Preferred Investor agrees to pay the corresponding Production Marketing Fee on all loans that are accepted by or committed to Preferred Investor while the correspondent is a Member and purchased by Preferred Investor for up to thirty (30) days after the membership is terminated. If Preferred Investor terminates a Member and later reinstates such Member, Preferred Investor will pay Lenders One the corresponding Production Marketing Fee on all loans purchased by Preferred Investor in accordance with the terms provided for herein beginning as of the time of the reinstatement by Preferred Investor. Preferred Investor understands and agrees that Lenders One makes no representation that the Members will enter into any agreements with Preferred Investor and that Lenders One has no responsibility for the performance or non-performance, including without limitation a failure to pay, of any of the Members or with collection of any payments due Preferred Investor from Members. Preferred Investor is solely responsible for billing and collecting any payments due from the Members to Preferred Investor directly from the Members. Preferred Investor further acknowledges and agrees that this Agreement is not intended to enable or authorize Preferred Investor to be an exclusive provider of any type of services or products to Lenders One or the Members.

In addition to the foregoing, Lenders One and Preferred Investor hereby commit in good faith to jointly provide notice to any Member who is directly impacted by a reduced dividend or a dividend that is eliminated as a result of the renewal of his or her contract with Lenders One or Preferred Investor.

1.5. Section 28 (Conferences, Conventions and Sponsored Events) is hereby deleted in its entirety and replaced with the following:

Preferred Investor shall participate in all of the Lenders One's membership conferences and in other conventions or other sponsored events to which Preferred Investor is invited. Although Preferred Investor will be entitled to attend with up to four (4) employees each of the conferences, conventions or other sponsored events, required participation shall mean the attendance of at least one (1) Preferred Investor employee and payment of the current exhibitor fee. Preferred Investor may, in its sole determination, elect to pay a conference sponsorship fee based on available sponsorship options at each conference to improve Preferred Investor's placement and marketing position at such conferences. For each conference attended, Preferred Investor shall pay all of its own costs and expenses (and those of its employees) incurred in attending each such conference, including but not limited to airfare and accommodations. In addition to the foregoing, Lenders One will grant Preferred Investor one complimentary non-demo kiosk and two (2) registrations for Lenders One Summits each year during the Term.

1.6. The Agreement shall be supplemented to include the Exhibit 1-A (Excluded Members) attached hereto as Exhibit 1-A ("Exhibit 1-A"), incorporated herein and therein by this reference.

2. Miscellaneous.

- 2.1.** Production Marketing Fees corresponding to Best Efforts provided under the Agreement prior to the First Amendment Effective Date shall be governed by the Agreement without giving effect to this First Amendment. All other terms and conditions of the Agreement shall remain the same.
- 2.2.** This First Amendment, upon execution hereof, shall constitute an integral and non-severable part of the Agreement and shall be governed by all of its provisions. This First Amendment may be executed in separate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts shall together constitute one and the same instrument.
- 2.3.** Terms not defined herein shall have the meanings ascribed to them in the Agreement. Except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
- 2.4.** In the event of any inconsistency between the terms and conditions of the Agreement and the present First Amendment, the latter shall prevail to the extent of such inconsistency. Whereas the part not concerned by such inconsistency shall remain in full force.

The parties acknowledge and agree that they have read this First Amendment, understand it, and agree to be bound by its terms and conditions. Except as modified herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this First Amendment by its duly authorized representatives.

**Preferred Investor
Plaza Home Mortgage, Inc.**

**Lenders One
Best Partners Mortgage Cooperative, Inc.**

Signature: Mike Fontaine

Signature: Justin Demola

Name (Print): Mike Fontaine

Name (Print): Justin Demola

Title: Co-President, COO

Title: President

Date: May 31, 2023 | 11:20 EDT

Date: May 30, 2023 | 05:49 PDT

- [REDACTED]
- [REDACTED]
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