

EPM MINI-CORRESPONDENT PURCHASE AND SALE AGREEMENT

THIS CORRESPONDENT LOAN PURCHASE AND SALE AGREEMENT (together with all exhibits and amendments, "Agreement") is entered into as of _____ by and between EQUITY PRIME MORTGAGE LLC ("EPM") and _____ ("Correspondent") (collectively, the "Parties").

WHEREAS, Correspondent desires to sell and EPM desires to purchase from Correspondent certain residential mortgage loans from time to time on a servicing released basis which shall be delivered to EPM as whole loans on a loan-by-loan basis; and

WHEREAS, the parties wish to set forth the terms and conditions upon which the proposed transactions will be effected.

NOW THEREFORE, in consideration of the mutual promises herein made and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS. Whenever used herein, the following capitalized words and phrases shall have the following meanings:

Agency: Fannie Mae, Freddie Mac, the United States Department of Housing and Urban Development, the FHA, Ginnie Mae, the United States Department of Veterans Affairs, the Rural Housing Service and any other state or federal agency or government sponsored entity which acquires, sponsors or subsidizes mortgage loans.

Applicable Requirements: All of the following: (a) all contractual obligations of Correspondent (including, without limitation, those contractual obligations contained in this Agreement, in any agreement with any insurer, or in any of the documents in the Mortgage Loan File) for which Correspondent was or is responsible; (b) all applicable federal, state and local legal and regulatory requirements (including but not limited to statutes, rules, regulations, administrative interpretations and ordinances) binding upon Correspondent; (c) all other applicable requirements and guidelines of each governmental and quasi-governmental agency, board, commission, instrumentality and other governmental body or office having jurisdiction; (d) all other applicable judicial and administrative judgments, orders, stipulations, awards, writs and injunctions; (e) the reasonable and customary mortgage practices of prudent mortgage lenders making or servicing Mortgage Loans of the same type as the Mortgage Loans in the jurisdictions in which the related Mortgaged Properties are located; and (f) to the extent that they require a standard of care that is not lower than that required by all foregoing, the standards Correspondent employs and exercises in originating, servicing and administering Mortgage Loans for its own account (if applicable).

Assignment of Mortgage: An assignment of the Mortgage, notice of transfer or equivalent instrument in recordable form, sufficient under the laws of the jurisdiction where the related Mortgaged Property is located to reflect the sale of the Mortgage to EPM, or if the related Mortgage has been recorded in the name of MERS or its designee, such actions as are necessary to cause EPM to be shown as the owner of the related Mortgage on the records of MERS for purposes of the system of recording transfers of beneficial ownership of Mortgages maintained by MERS.

Borrower: The applicant for and/or obligor on the promissory note evidencing the Mortgage Loan.

Business Day: Any day other than a Saturday or a Sunday or a day on which banks in the state of Georgia are authorized or required to close for business.

Closing: With respect to each Mortgage Loan the date on which the Note and Mortgage are executed.

Fannie Mae: The Federal National Mortgage Association and its successors.

FHA: The Federal Housing Administration and its successors.

FHA Mortgage Loan: A Mortgage Loan insured or intended by EPM or Correspondent to be insured by FHA.

Freddie Mac: The Federal Home Loan Mortgage Corporation and its successors.

Ginnie Mae: The Government National Mortgage Association and its successors.

Guidelines: All published guidance of EPM or any Agency, including without limitation all announcements, bulletins, web postings, circulars, automated underwriting systems communications, underwriting manuals or guidelines, handbooks, policies, procedures and rate sheets now or hereafter existing which apply to this Agreement or Mortgage Loans. The Guidelines and all revisions thereto, are expressly incorporated herein by this reference and made a part of this Agreement in all respects. Changes to the Guidelines will become effective when published unless otherwise provided in an earlier communication.

High Cost Loan: A loan classified as (a) a “high cost” loan under the Home Ownership and Equity Protection Act of 1994, as amended, or (b) “high cost,” “threshold,” “covered,” “high risk home,” “predatory” or similar loan under any other Applicable Requirements.

Knowledge: That which is actually known to the Correspondent including its officers, agents, directors, and employees, or that which through the exercise of reasonable care or diligence, should have been known to any of such persons.

MERS: Mortgage Electronic Registration Systems, Inc., a Delaware corporation, or any successor in interest thereto.

MERS Mortgage Loan: Any Mortgage Loan as to which the related Mortgage or Assignment of Mortgage has been registered with MERS on the MERS System.

MERS System: The system of recording transfers of Mortgages electronically maintained by MERS.

Mortgage: The mortgage, deed of trust or deed to secure debt, including any riders and addenda, securing the Note, which creates a lien or security interest in real property.

Mortgage Loan: A loan which is the subject of this Agreement and secured by a one-to-four family residential dwelling, including, without limitation, the Mortgage Loan File, the Servicing Rights and all other rights, benefits and proceeds arising from or in connection with the Mortgage Loan.

Mortgage Loan Disclosure: Any disclosure, notice or other document that must be provided to a Borrower or other party by or on behalf of a loan originator or lender in connection with an application for a Mortgage Loan or a Mortgage Loan pursuant to Applicable Requirements or the Guidelines.

Mortgage Loan File: With respect to each Mortgage Loan, the Note; the Mortgage; the Mortgage Loan Disclosures; the Assignment of Mortgage; the Title Insurance Commitment; the Title Insurance Policy; the FHA mortgage insurance certificate, if applicable; any documents necessary to support the underwriting of the Mortgage Loan; any other documents executed or delivered or required to be executed in connection with a Mortgage Loan, requested by EPM or required by Applicable Requirements; and all other documents and information that were or are in Correspondent’s possession with respect to such Mortgage Loan.

Mortgaged Property: The real property securing repayment of the debt evidenced by a Note.

Note: A note or other evidence of the indebtedness of a Borrower secured by a Mortgage and riders thereto.

Permitted Encumbrances: With respect to any Mortgage Loan, any of the following: (i) liens for real estate taxes and special assessments not yet due and payable; (ii) covenants, conditions, restrictions, rights of way, easements and other matters of public record acceptable to mortgage lending institutions generally and the applicable Agencies; and (iii) other matters acceptable to the applicable Agencies to which properties similar to the Mortgaged Property are commonly subject which do not materially interfere with the benefits of the security intended to be provided by the Mortgage or the use, enjoyment, value or marketability of the related Mortgaged Property.

Prudent Servicing Practices: With respect to any Mortgage Loan, those mortgage servicing practices of prudent mortgage lending institutions which service mortgage loans of the same type as the Mortgage Loans in the jurisdiction where the related Mortgaged Property is located.

Purchase Date: Each date EPM purchases one or more Mortgage Loans from Correspondent.

Purchase Price: As defined in Section 2(c).

Servicing Rights: With respect to each Mortgage Loan, any and all of the following: (a) all rights to service the Mortgage Loan; (b) possession and use of any and all servicing files pertaining to the Mortgage Loans or pertaining to the past, present or prospective servicing of the Mortgage Loan; (c) all rights and benefits relating to the direct solicitation of the related Borrowers for refinance or modification of the Mortgage Loan and the attendant right, title and interest in and to the list of such Borrowers and data relating to their respective Mortgage Loans; and (d) all agreements or documents creating, defining or evidencing any of the foregoing rights to the extent they relate to such rights.

Title Insurance Commitment: A commitment or binder issued by a title insurer pursuant to which the title insurer commits to issue a Title Insurance Policy if certain conditions specified in the commitment are met.

Title Insurance Policy: An American Land Title Association (ALTA) mortgage loan title policy, or other form of title insurance policy which complies with the Guidelines and is acceptable to the applicable Agency, including all riders and endorsements thereto, insuring that the Mortgage constitutes a valid first lien on the related Mortgaged Property subject only to Permitted Encumbrances and issued by a title company acceptable to the applicable Agency and in accordance with the Guidelines and all requirements of this Agreement.

2. PURCHASE AND SALE OF MORTGAGE LOANS.

(a) Loans Eligible for Purchase and Examination of Mortgage File

Correspondent may offer to EPM and EPM may agree to purchase certain Mortgage Loans which conform to the Guidelines and Applicable Requirements. The Mortgage Loan types eligible for purchase are subject to change from time to time in EPM's sole discretion. Correspondent must obtain prior written approval from EPM if Correspondent wishes to sell FHA Mortgage Loans to EPM. The decision to purchase any Mortgage Loan shall be made by EPM in its sole discretion.

Correspondent shall deliver or otherwise make available to EPM or its designee in escrow for examination and retention the Note and other documents set forth in the Guidelines or as EPM requests with respect to each Mortgage Loan to be purchased on the related Purchase Date. EPM may purchase a Mortgage Loan without conducting any examination of the Mortgage Loan File. Neither the fact that EPM has conducted or has not conducted any partial or complete examination of the Mortgage Loan File before or after the Purchase Date nor the fact that EPM has performed any service in connection with the Mortgage Loan shall affect EPM's or any of its successors' rights to demand repurchase or other relief or remedy provided for in this Agreement.

(b) Agreement to Purchase

EPM may purchase and Correspondent may sell eligible Mortgage Loans with servicing released pursuant to the terms of this Agreement and the Guidelines. EPM shall not be obligated to purchase any Mortgage Loan that does not, in EPM's sole discretion, comply with this Agreement, Applicable Requirements and the Guidelines or which fails to satisfy the terms and conditions in the purchase advice from EPM to Correspondent. Correspondent shall not present to EPM a Mortgage Loan that is being considered for purchase by another party or which has been underwritten, denied or rejected by another party. Correspondent shall use its best efforts to close each Mortgage Loan that is subject to a lock with EPM, and until a Mortgage Loan is locked with EPM and closed in accordance with such lock, the Purchase Price remains subject to change. EPM may, in its sole and absolute discretion, revoke any Purchase Price EPM quoted for a Mortgage Loan if Correspondent provided to EPM incomplete or inaccurate information.

(c) Purchase Price

The Purchase Price for each Mortgage Loan shall be as stated in the purchase advice or in another writing from EPM to Correspondent. Any fees due to EPM for underwriting or other services shall be paid by Borrower or Correspondent as part of the Closing.

(d) Transfer of Ownership

Upon the sale of each Mortgage Loan, the ownership of the Mortgage Loan, which includes the Mortgage Loan File and the Servicing Rights with respect to each Mortgage Loan, shall be vested in EPM; the ownership of all other records and documents with respect to the related Mortgage Loan prepared by or which come into the possession of Correspondent shall vest in EPM; and Correspondent shall take any and all action necessary to transfer to EPM its right, title and interest in the Mortgage Loan. Within three (3) Business Days of its receipt, Correspondent shall deliver to EPM any documents that come into its possession required to be contained in the Mortgage Loan File with respect to each Mortgage Loan sold to EPM. All documents with respect to any Mortgage Loan in the possession of Correspondent following the Purchase Date shall be held by Correspondent for the benefit of EPM, its successors and assigns.

(e) Assignments of Mortgage

For any Mortgage Loan that was not originated as a MERS Mortgage Loan, Correspondent shall prepare an Assignment of Mortgage transferring ownership of each Mortgage Loan to EPM in accordance with this Agreement, will cause the Assignment of Mortgage to be properly filed and recorded in the correct and applicable recording office, will pay all amounts necessary for recording, and will deliver the Assignment of Mortgage to EPM along with the recorded Mortgage.

In connection with the assignment of any MERS Mortgage Loan, Correspondent agrees that, within two (2) Business Days after the Purchase Date, it will cause the MERS System to indicate that such Mortgage Loan and the related Servicing Rights have been assigned by Correspondent as the beneficial owner and servicer of such Mortgage Loan.

(f) Delivery of Mortgage Loan File

Correspondent agrees to do all acts necessary to perfect title to the Mortgage Loans to EPM and shall sell, assign and deliver to EPM the related Mortgage Loan File with respect to each Mortgage Loan that EPM purchases. Correspondent will execute and deliver to EPM all instruments necessary to convey to EPM all right, title and interest in and to each Mortgage Loan and all documents evidencing the insurance, guaranty or security for each Mortgage Loan. No later than five (5) days after the Purchase Date, Correspondent shall deliver to EPM the Mortgage Loan File, except the following documents which shall be delivered to EPM within sixty (60) days of the Purchase Date (a) the FHA

mortgage insurance certificate, if applicable; and (b) the recorded Mortgage, any recorded assignment and the Title Insurance Policy. In the event the recorded Mortgage, recorded Assignment of Mortgage or Title Insurance Policy cannot be delivered because of a delay caused by the public recording office in returning any recorded document, Correspondent shall deliver to EPM within sixty (60) days of the Purchase Date, and monthly thereafter, as applicable, reports which shall (a) identify the document, (b) state that the document has not been delivered to EPM due solely to a delay caused by the public recording office, and (c) specify the date Correspondent expects to deliver the applicable document to EPM.

(g) Fees and Expenses

Correspondent shall pay all of its own costs and expenses incurred in connection with this Agreement and the transfer of the Mortgage Loans as contemplated hereunder. EPM shall pay all of its own expenses incurred in connection with this Agreement, except for any expenses for which Correspondent is obligated to pay or indemnify EPM under this Agreement.

(h) Endorsement of Instruments and Power of Attorney

Correspondent hereby irrevocably authorizes and empowers EPM, without notice to Correspondent, whether in its name or in the name of Correspondent, to endorse in the name of Correspondent any checks, drafts or other orders payable to Correspondent for application to the respective Mortgage Loan, and this authority shall be irrevocable until the Mortgage Loan has been fully paid and discharged. Correspondent does hereby irrevocably make, constitute and appoint EPM and any of its properly designated officers, employees, or agents as the true and lawful attorneys of Correspondent with power to sign the name of Correspondent on any document or instrument that was to have been signed by Correspondent according to the terms of this Agreement. This power, being coupled with an interest, is irrevocable until this Agreement is terminated and all of Correspondent's obligations hereunder which may survive termination have been fully satisfied. Correspondent shall execute one or more Powers of Attorney in substantially the form of the attached Exhibit A (which is incorporated by reference) simultaneous with the execution of this Agreement and when requested by EPM subsequent to the execution of this Agreement.

3. REPRESENTATIONS WARRANTIES AND COVENANTS AS TO CORRESPONDENT. As an inducement to EPM to enter into this Agreement and to consummate the transactions contemplated hereunder, Correspondent makes to EPM, its assignees and successors in interest the following representations, warranties and covenants as of the date hereof, as of each and every date Correspondent submits a Mortgage Loan to EPM, as of each related Closing, and as of the date that the related Mortgage Loan is purchased by EPM. EPM shall be deemed to have relied on such representations, warranties, and covenants regardless of any independent investigation it may have made or may hereafter make, and all such representations, warranties and covenants shall survive termination of this Agreement.

(a) Organization. Correspondent is duly organized, validly existing and in good standing under the law of the state of its organization and in compliance with all Applicable Requirements and the Guidelines.

(b) Licensure. Correspondent and its employees (as applicable) are properly licensed and/or registered on the Nationwide Mortgage Licensing System ("NMLS"), or exempt therefrom, and qualified to do business in all jurisdictions where it solicits for Mortgage Loans and conducts the activities contemplated hereunder. Correspondent does not employ or contract with any person listed on HUD's debarment list, Freddie Mac's exclusionary list, or not permitted to be employed or retained by a person which originates, makes or services Mortgage Loans. Correspondent shall notify EPM immediately upon the suspension, revocation, expiration or other termination of any license, registration or qualification, or of the taking of any action against Correspondent or any of its employees or independent contractors that could adversely affect Correspondent or its employees.

(c) Power and Authority. Correspondent has all requisite power, authority and capacity to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action and constitute a binding obligation of Correspondent.

(d) Veracity and Completeness. No representation, warranty or written statement made by Correspondent in this Agreement, or in any written or verbal communication made to EPM in connection with the transactions contemplated hereunder, contains, or will contain, any misrepresentation of material fact, untrue statement of a material fact or omits, or will omit a material fact necessary to make the statement contained herein or therein not untrue or misleading. All documents and information submitted to EPM in connection with its approval of Correspondent to enter into this Agreement continue to be true, correct and accurate in all materials respects, and no such documents or information contain any untrue statement of fact or omit to state a fact necessary to make the statements contained therein or in this Agreement not misleading.

(e) Legal Actions. Except as previously disclosed by Correspondent to EPM in writing, there is not pending or, to Correspondent's Knowledge, threatened, any suit, action, arbitration, investigation, or other proceeding against Correspondent or its current or former officers, directors, shareholders, employees, representatives or agents, including, but not limited to an allegation of fraud by another lender or investor, any regulator or any other party .

(f) Compliance. Correspondent is in compliance with and not in violation of any Applicable Requirements. The sale of the Mortgage Loans contemplated by this Agreement are not subject to any bulk transfer laws.

(g) Ability to Perform. Correspondent represents that it employs knowledgeable and capable individuals to perform under this Agreement and upon EPM's request, shall provide to EPM any Employee's resume and evidence of qualifications to perform Employee's duties as required by this Agreement.

(h) Cooperation. Within ten (10) days of EPM's written request at any time (including after termination of this Agreement), Correspondent shall provide additional documents or information and take all actions necessary to remedy any matter not in compliance with Applicable Requirements and the Guidelines, including assisting EPM in obtaining documentation relating to a Mortgage Loan from closing agents. Correspondent hereby consents to EPM obtaining credit reports and shall provide consent for EPM to obtain personal credit reports of Correspondent's guarantors, owners, directors, officers and others as EPM reasonably requests in connection with this Agreement. Correspondent shall provide EPM any documents or information EPM requires to demonstrate Correspondent's compliance with this Agreement. Correspondent shall (i) perform any act and execute and deliver any document necessary to carry out the provisions of this Agreement and (ii) assist EPM in obtaining additional documentation or corrections to documents as EPM reasonably requests. Such acts or assistance may include, but are not limited to, obtaining signatures or obtaining corrections to documents and obtaining additional documentation as may be requested by EPM or its investors.

(i) Notification. In addition to any other reporting or notice which EPM must give to Correspondent, Correspondent shall notify EPM within one (1) Business Day: (i) of any material change in its financial condition or executive management; (ii) of any change in ten (10%) percent or more of its ownership; (iii) if, following the sale of any Mortgage Loan to EPM, Correspondent becomes aware of any fact or circumstance regarding the Mortgage Loan which would have caused the Mortgage Loan to be ineligible for sale to EPM if known prior to such sale; (iv) if any representation or warranty in this Agreement is or becomes untrue; (v) if Correspondent receives a writing from any loan purchaser or investor demanding that Correspondent indemnify such party or repurchase any mortgage loan; (vi) if Correspondent becomes subject of an enforcement action by, or enters into a decree or order with or receives notice of the formal finalization of an administrative enforcement action by any state or federal agency, regulator or governmental sponsored entity; (vii) Correspondent receives a subpoena relating to this Agreement or any Mortgage Loan offered or sold to EPM; and (viii) if Correspondent, any owner or any guarantor, becomes the debtor in an involuntary bankruptcy

proceeding, requests the appointment of a receiver or has incurred or is likely to incur a material adverse change in financial condition.

(j) **Insurance.** Within ten (10) days written notice from EPM, Correspondent shall provide to EPM any and all documentation or information EPM reasonably requests regarding Correspondent including evidence of bonds, insurance and licenses. Correspondent shall notify EPM within one (1) Business Day after becoming aware that any insurer has canceled, reduced, declined to renew or imposed a restrictive modification to Correspondent's coverage.

(k) **Financial Statements.** Upon EPM's written request, Correspondent shall deliver to EPM audited and other financial statements, including but not limited to a balance sheet as of the end of such fiscal year and an income statement for such fiscal year. Such annual financial statements shall be prepared by an independent certified public accountant in accordance with generally accepted accounting principles consistently applied.

(l) **Recertification.** Correspondent shall provide to EPM annually and in any event within thirty (30) days of EPM's request, any and all documentation or information EPM reasonably requests in order to ascertain Correspondent's performance under and ability to perform under this Agreement.

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS AS TO MORTGAGE LOANS. As further inducement to EPM to enter into this Agreement and consummate the transactions contemplated hereunder, Correspondent makes to EPM, its assignees and successors in interest the following representations, warranties and covenants, as of the date of submission to EPM of a Mortgage Loan, as of Closing and as of the date that the related Mortgage Loan is purchased by EPM. Each of the following representations, warranties and covenants (i) applies to any and all Mortgage Loans sent by Correspondent to EPM and purchased by EPM, (ii) is for the benefit of EPM and its successors and assigns, (iii) continues in full force and effect for so long as the related Mortgage Loan remains outstanding and for such time that EPM is subject to any risk of loss or liability as to such Mortgage Loan, (iv) is deemed to have been relied on by EPM, regardless of any independent investigation EPM may have made or may hereafter make, and (v) is in addition to any other specific representations, warranties or covenants contained elsewhere herein.

(a) Correspondent is the sole owner and holder of the Mortgage Loan; Correspondent has good and marketable title thereto and has full right and authority to transfer and sell the Mortgage Loan to EPM; Correspondent is transferring the Mortgage Loan free and clear of any and all encumbrances, liens, pledges, equities, participation interests, claims, charges or security interests of any nature encumbering such Mortgage Loan.

(b) The Mortgage Loan and the Mortgage Loan File comply in all respects with Applicable Requirements and the Guidelines.

(c) The Mortgage Loan is not a High Cost Loan.

(d) The origination, closing, funding, servicing and collection practices used with respect to the Mortgage Loan have been in compliance with the Guidelines, Applicable Requirements and Prudent Servicing Practices.

(e) The Note, the Mortgage and Mortgage Loan Disclosures have been duly and properly executed; the Note, the Mortgage and related documents are genuine, and each is the legal, valid and binding obligation of the maker thereof enforceable in accordance with its terms; and all parties to the Note and the Mortgage had legal capacity to enter into the Mortgage Loan and to execute and deliver the Note and the Mortgage.

(f) All information and documents submitted to EPM in connection with this Agreement or a Mortgage Loan are in every respect valid and genuine, being on their face what they purport to be, true, correct and accurate. Correspondent has investigated and conducted due diligence in connection with each Mortgage Loan in accordance with Applicable Requirements and the Guidelines. No information or documentation submitted to EPM in connection with this

Agreement or a Mortgage Loan contains any untrue, inaccurate, fraudulent, erroneous or misleading statement of fact or omission, regardless of whether the information or documentation was prepared by Correspondent, the Borrower, the appraiser, or any other third party.

(g) Correspondent has no knowledge of any information with respect to the Mortgage Loan that reasonably could be expected to cause a third party investor or Agency to regard the Mortgage Loan as an unacceptable investment, cause the Mortgage Loan to become delinquent or adversely affect the value or marketability of the Mortgage Loan.

(h) All costs, fees and expenses incurred in making or closing the Mortgage Loan and the recording of the Mortgage were paid, and the Borrower is not entitled to any refund of any amounts in connection with the Mortgage Loan.

(i) Mortgage Loan proceeds have not been paid to a seller who (i) pays or receives any amount from Correspondent; (ii) is related to Correspondent by common ownership or control; or (iii) shares its profits or losses with Correspondent.

(j) The Mortgage and the Assignment of Mortgage have been properly filed and recorded in the correct and applicable recording office to perfect the security granted by the Mortgage, or if the related Mortgage has been recorded in the name of MERS or its designee, Correspondent has taken all actions as are necessary to cause EPM to be shown as the sole owner of the related Mortgage in the records of MERS.

(k) The Mortgage Loan was originated by Correspondent and not by a third party originator unless otherwise agreed in writing by EPM.

(l) Correspondent has not made, directly or indirectly, any payment on the Mortgage Loan, and the terms of the Note and Mortgage have not been impaired, waived, altered or modified in any respect.

(m) The Mortgage Loan is not subject to any right of rescission, set-off, counterclaim or defense; nor will the operation of any of the terms of the Note or the Mortgage, or the exercise of any right thereunder, render either the Note or the Mortgage unenforceable, in whole or in part, or subject to any right of rescission, set-off, counterclaim or defense; and no such right of rescission, set-off, counterclaim or defense has been asserted with respect to the Mortgage Loan.

(n) The Mortgage Loan has not been satisfied, canceled, subordinated or rescinded, in whole or in part; the Mortgaged Property has not been released from the lien or security interest of the Mortgage, in whole or in part; and Correspondent has not received a request for assumption or payoff of the Mortgage Loan.

(o) No claims have been made under the lender's Title Insurance Policy, and Correspondent has not done by act or omission and is not aware of anything which would impair the coverage of such lender's Title Insurance Policy.

(p) There is no default, breach, violation or event of acceleration existing under the Note or the Mortgage and no event which, with the passage of time or with notice and the expiration of any grace or cure period, would constitute a default, breach, violation or event of acceleration, and neither Correspondent nor its predecessors have made any payment on the Mortgage Loan or waived any default, breach, violation or event of acceleration.

(q) The Note is not and has not been secured by any collateral, pledged account or other security except the lien or security interest of the corresponding Mortgage.

(r) The Mortgaged Property is undamaged by waste, fire, earthquake or earth movement, windstorm, flood, tornado or other casualty so as to affect adversely the value of the Mortgaged Property as security for the Mortgage Loan or the use for which the premises were intended.

(s) There is no proceeding pending or, to the best of Correspondent's Knowledge, threatened for the total or partial condemnation of the related Mortgaged Property.

(t) The Mortgage Loan File includes an appraisal of the related Mortgaged Property obtained and completed in accordance with the Guidelines. The appraisal (and any other property valuation) was conducted by an appraiser (or acceptable party, as applicable for the type of property valuation) who had no interest, direct or indirect, in the Mortgaged Property or in any loan made on the security thereof, and whose compensation was not affected by the approval or disapproval of the Mortgage Loan.

(u) Correspondent has no Knowledge of any information that would cause the value of the Mortgaged Property to be diminished, including but not limited to any information concerning toxic substances, hazardous substances or environmental hazards affecting the Mortgaged Property.

(v) No conflict of interest or business relationship of any kind exists between Correspondent and Borrower or any other party in connection with a Mortgage Loan including but not limited to any appraiser, title agent, settlement agent or attorney (collectively, "Vendors"). Should any conflict of interest or business relationship arise hereafter, Correspondent will immediately notify EPM. EPM may determine, at its sole discretion, that Vendors are unacceptable.

5. NO SOLICITATION; RESCISSION; EARLY PAYOFF; EARLY PAYMENT DEFAULT.

(a) If EPM purchases a Mortgage Loan hereunder, Correspondent covenants and agrees that it will not solicit or encourage, directly or indirectly, that Borrower prepay or refinance a Mortgage Loan EPM purchased pursuant to this Agreement. General mass media advertising by Correspondent shall not be prohibited by this Agreement, and nothing in this Agreement shall prohibit Correspondent from making a loan to or conducting business with a Borrower who initiates contact with Correspondent.

(b) If EPM receives notice that a Borrower has rescinded a Mortgage Loan, Correspondent shall promptly notify EPM and return to EPM or Borrower, as directed by EPM, all amounts Correspondent collected, either directly or from disbursement at closing, regardless of whether such amounts were disbursed by Correspondent to other parties.

(c) Within ten (10) days after EPM notifies Correspondent of either of the following events, Correspondent shall refund to EPM any compensation or premium EPM paid to Correspondent in connection with a Mortgage Loan:
(i) the Mortgage Loan is paid in full on or before one hundred eighty (180) days following consummation (6 months from the 1st payment); or
(ii) the Mortgagor fails to pay any amount due within thirty (30) days of the payment due date for any of the first four payments due after the applicable Closing even if such payment default is subsequently cured.

6. REPURCHASE OBLIGATION. Upon the occurrence of any of the following events as determined by EPM in its sole discretion, Correspondent shall repurchase the related Mortgage Loan (or the Mortgaged Property, if title thereto is held by EPM) at the Repurchase Price (as defined below):

(a) Any breach of a representation or warranty made by Correspondent;

(b) Any document required to be delivered by Correspondent to EPM is not timely delivered or is found to be defective in any material respect;

(c) EPM receives a rescission notice relative to the Mortgage Loan;

(d) Correspondent determines that the related FHA mortgage insurance certificate cannot be obtained or that circumstances existed prior to the Purchase Date which would permit FHA to deny coverage;

(e) EPM receives a demand to repurchase any Mortgage Loan or indemnify any party in connection with any Mortgage Loan EPM previously conveyed, transferred or assigned to any investor or other third party unless due solely to EPM's servicing of the Mortgage Loan; or

(f) EPM discovers any misstatement of fact or evidence of fraud in connection with the Mortgage Loan including the origination, underwriting, making, servicing, collection or enforcement of the Mortgage Loan or in the sale of the Mortgage Loan to EPM.

Any repurchase of a Mortgage Loan (or the Mortgaged Property if title thereto is held by EPM) pursuant to this Section shall occur within ten (10) days of EPM's repurchase demand and shall be accomplished by Correspondent remitting to EPM (or its successors or assignee, if applicable) the following amount (the "Repurchase Price"): (a) the then outstanding principal balance of the Mortgage Loan, plus (b) accrued and unpaid interest at the applicable rate set forth in the Note from the date interest was last paid and credited through the last day of the month in which such repurchase takes place, plus (c) any premium or other amount EPM paid to Correspondent for such Mortgage Loan, plus (d) any advances, costs and expenses in connection with the Mortgage Loan or the Mortgaged Property including but not limited to carrying costs incurred by EPM, its successors or assigns, including those due to Correspondent's failure to timely repurchase the Mortgage Loan, plus (e) all costs and expenses incurred by EPM in enforcing its rights under the Agreement whether or not suit is filed, including attorney's fees and court costs. The parties agree that Correspondent's repurchase obligation under this Section shall continue even if EPM forecloses on the Mortgaged Property.

At the time of repurchase of any Mortgage Loan (or the Mortgaged Property if title thereto is held by EPM), EPM and Correspondent shall arrange for the delivery and assignment of the repurchased Mortgage Loan to Correspondent or its designee, including the endorsement of the Note and Assignment of Mortgage by EPM and the delivery to Correspondent of any documents held by EPM or relating to the repurchased Mortgage Loan. Correspondent shall be responsible for any costs incurred in connection with the delivery and assignment of the repurchased Mortgage Loan (or the Mortgaged Property if title thereto is held by EPM), including but not limited to taxes and recording fees.

7. CONFIDENTIALITY; SAFEGUARDING CONSUMER INFORMATION.

(a) Confidential Information. Correspondent agrees that information concerning EPM's business (including that of all corporate affiliates) is "Confidential Information" and proprietary and shall be maintained in confidence and not disclosed, used, duplicated, published, disseminated or otherwise made available except as described in this Section. "Confidential Information" may also include, without limitation, lists of (or other information relating to and identified with) leads, consumers, former or prospective customers, Borrowers or employees; marketing, financial, research and development activities; trade secrets; and business methods, techniques, processes, applications, approaches, and other information of EPM in various forms which information is used or is useful in the conduct of EPM's business including EPM's origination, purchase, and sale of mortgage products and the subject matter of this Agreement. "Confidential Information" does not include information that is generally known or available to the public or that is not treated as confidential by the party claiming such information to be confidential, provided, however, that this exception shall not apply to any publicly available information to the extent that the disclosure or sharing of the information by one or both parties is subject to any limitation, restriction, consent, or notification requirement under Applicable Requirements.

(b) Use of Confidential Information. Correspondent may use Confidential Information only (i) in connection with performance under this Agreement, and (ii) in compliance with applicable provisions of Subtitle A of Title V of the Gramm-Leach-Bliley Act (codified at 15 U.S.C. 6801 et seq.), as it may be amended from time to time (the "GLB Act"), the regulations promulgated there under, the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. (as it may be amended from time to time, the "FCRA") and all other Applicable Requirements. Except as described in this Agreement, Correspondent shall not copy Confidential Information or disclose Confidential Information to persons who do not need Confidential Information in order to perform under this Agreement. Correspondent shall maintain an appropriate information security program (in accordance with the GLB Act and all Applicable Requirements) to prevent the

unauthorized disclosure, misuse, alteration or destruction of Confidential Information. Confidential Information shall be returned to EPM upon termination of this Agreement and EPM's written request. If requested by EPM, any employee, representative, agent or subcontractor of Correspondent shall enter into a non-disclosure agreement with EPM to protect the Confidential Information.

(c) **Notice.** Correspondent shall: (i) promptly notify EPM of any unauthorized possession, use or knowledge, or attempt thereof, of EPM's Confidential Information by any person or entity that may become known to Correspondent; (ii) promptly furnish to EPM full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist EPM in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of EPM's Confidential Information; (iii) cooperate with EPM in complying with Applicable Requirements relative to Correspondent's breach of its duties as to Confidential Information and in any litigation and investigation against third parties deemed necessary by EPM to protect EPM's proprietary rights; and (iv) use reasonable steps to prevent a recurrence of any such unauthorized possession, use or knowledge or attempt thereof. Correspondent shall bear the cost it incurs as a result of compliance with this Section.

(d) **Damages.** The parties understand and agree that there shall be no cap on liability for direct damages arising out of breaches of confidentiality that lead to the release or misuse of Confidential Information. All damages arising out of or relating to such breaches of confidentiality shall be deemed direct damages for purposes of this Agreement. These damages include, but are not limited to, costs associated with notifying affected individuals, call center staffing, training and credit monitoring services for affected individuals. A breach of Correspondent's confidentiality obligation may cause EPM to suffer irreparable harm in an amount not easily ascertained. The parties agree that such breach, whether threatened or actual, will give EPM the right to obtain equitable relief, *i.e.*, obtain an injunction to restrain such disclosure or use with the requirement of posting a bond, and pursue all other remedies said party may have at law or in equity.

(e) **Business Continuity.** Correspondent shall develop, maintain and continually update a business continuity and disaster recovery plan which contemplates the resumption of business and the security and recovery of Confidential Information in the event of natural and man-made disasters and business interruptions; Correspondent shall provide such plan to EPM upon EPM's request. As soon as practicable following the occurrence of a business interruption or disaster affecting Correspondent's obligations under this Agreement, Correspondent shall provide EPM with written notice and implement Correspondent's business continuity and disaster recovery plan as applicable. Correspondent must use its best efforts to continue or resume providing and satisfying all obligations under this Agreement as soon as practicable and in any event within any time periods set forth in this Agreement. Correspondent shall test the effectiveness of its business continuity and disaster recovery plan and provide the results of such test to EPM upon its request.

8. INDEMNIFICATION. In addition to any repurchase obligation or other remedies under this Agreement, Correspondent hereby agrees to indemnify, defend and hold harmless EPM, its successors and/or assigns and each of their respective officers, directors, shareholders, employees and agents, from and against any loss, damages, penalties, fines, forfeitures, expenses, suits and liability of every kind, nature and description arising out of or in any way connected with any Mortgage Loan submitted to EPM by Correspondent, any representation, warranty or written statement made by Correspondent in this Agreement or in any written or verbal communication made to EPM pursuant to this Agreement, or arising out of or based upon the existence of any fact, circumstance, situation, condition or the happening of any event constituting a breach or violation of any of the obligations, duties, representations or warranties of the Correspondent contained herein. Further, Correspondent agrees to carry adequate liability insurance to cover all claims asserted against Correspondent and/or EPM arising out of any breach by Correspondent of the terms of this Agreement. The indemnification contained in this paragraph shall survive the termination of this Agreement and shall extend to any third party to which EPM has assigned any Mortgage Loan or to any assignee thereof.

9. TERMINATION. This Agreement may be terminated by either party, without cause, upon thirty (30) days prior written notice to the other. Termination of this Agreement shall not extinguish Correspondent's obligations to EPM as

provided in this Agreement. The Agreement may be terminated immediately by written notice from EPM if it determines, in its sole discretion, that Correspondent has: (a) breached any term, representation, warranty or covenant in this Agreement; (b) assigned or attempted to assign this Agreement; or (c) engaged in fraud, dishonesty, criminal conduct, gross negligence or any other activity that could result in loss, civil, criminal or regulatory action against EPM. In the event of such termination, EPM may, but shall be under no obligation to, purchase any Mortgage Loan for which EPM issued a purchase advice.

10. INSPECTION. EPM shall have the right to audit and inspect Correspondent’s books, records, systems, operations, procedures and files in order to determine whether Correspondent is in compliance with this Agreement. Correspondent shall allow EPM, its agents, designees and regulators reasonable access during regular business hours to examine, inspect, and copy Correspondent’s books and records which are in any way related to the Mortgage Loans or this Agreement. Correspondent shall cooperate and assist in any such audit or inspection and shall reimburse EPM for the costs of such inspection. EPM’s inspection or failure to inspect shall not affect its rights and remedies under this Agreement.

11. MISCELLANEOUS.

(a) Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to EPM:	If to Correspondent:
Name: Equity Prime Mortgage LLC	Name: _____
Address: 5 Concourse Pkwy Ste 2250	Address: _____
City, State, Zip: Atlanta, GA 30328	City, State, Zip: _____
Attn: Chief Compliance Officer	Attn: _____

(b) Right to Offset. All amounts Correspondent is to pay EPM under this Agreement shall be by wire transfer of immediately available funds. Amounts owed by Correspondent to EPM under this Agreement may, at EPM’s option and in its sole discretion, be offset by EPM against any payments then or thereafter owed by EPM to Correspondent.

(c) Governing Law; Venue. This Agreement and performance hereunder shall be construed in accordance with the laws of the State of Georgia without regard to conflicts of law principles. Fulton County, State of Georgia shall be proper venue for any litigation arising out of this Agreement.

(d) Final Agreement. This Agreement expresses the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitment and understandings pertaining to the subject matter hereof. EPM may amend the terms of this Agreement by delivering to Correspondent the amendment(s) or an amended Agreement in accordance with the Notice provision contained herein which shall be deemed accepted and incorporated into this Agreement if Correspondent submits a Mortgage Loan to EPM subsequent to the date the amendment is delivered to Correspondent. Correspondent may not supplement, modify or amend this Agreement unless such supplement, modification or amendment is agreed to in writing by an authorized officer of EPM.

(e) No Assignment. Correspondent may not assign this Agreement or any interest herein without express prior written consent of EPM.

(f) Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

(g) Remedies Cumulative. No remedy under this Agreement is exclusive of any other remedy, and each remedy shall be cumulative and shall be in addition to other remedies given under this Agreement or existing at law or in equity. Any forbearance by a party to this Agreement in exercising any right or remedy under this Agreement or otherwise afforded by law shall not be a waiver or preclude the exercise of that or any other right or remedy. Neither Correspondent's duties nor EPM's rights shall be affected by the liquidation, repayment, sale or resale of any Mortgage Loan or the foreclosure or sale of Mortgaged Property. EPM's rights and Correspondent's obligations under this Agreement, including, without limitation, those related to indemnification, shall not be affected by EPM taking any of the following actions, with or without notice to Correspondent: (i) liquidation, repayment, retirement, sale, or resale of any Mortgage Loan; (ii) foreclosure of any Mortgage Loan (in which case the amount bid at any foreclosure sale shall not in itself be used in measuring the extent of EPM's loss); or (iii) sale or resale of the property securing any Mortgage Loan.

(h) Waiver. EPM's examination of or failure to examine any Mortgage Loan prior to funding or at any time, or to exercise any right or remedy available under this Agreement or at law or equity, shall not act as a waiver. Nor shall any single or partial exercise of any right preclude any other or further exercise thereof. No waiver of any of the provisions of this Agreement shall be a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

(i) Attorneys' Fees; Costs. If any action or other proceeding is brought pursuant to this Agreement, the prevailing party shall be entitled to attorney's fees and other costs incurred in that action or proceeding, whether or not a lawsuit is filed, in addition to any other relief to which it may be entitled.

(j) Communication Authorization. Correspondent expressly authorizes, consents, permits and invites EPM to call, text or email Correspondent using an automatic telephone dialing system, "autodialer," an artificial or prerecorded voice or any other technology or equipment and for the purpose of transmitting any message and attachment, including unsolicited advertisements and any and all other documents, materials or communications, to the mobile, cell or other phone number(s), facsimile number(s) and e-mail address(es) provided by Correspondent to the EPM.

(k) Reporting. Correspondent understands and agrees that EPM may report information about any Mortgage Loan that EPM believes to contain misrepresentations or irregularities to any regulator, Agency or to any mortgage industry background database, including, but not limited to, databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange ("MIDEX"), and Correspondent hereby releases EPM from any and all damage, loss, liability, cost, action, cause of action, claim, demand or expense that may arise from such reporting.

(l) Intellectual Property. EPM owns and has interests in a variety of service marks, trademarks, copyrights and other forms of intellectual property used in connection with its business. This Agreement is not intended to, nor does it grant a license to Correspondent, to use these service marks or other intellectual property rights of EPM. Correspondent is authorized to distribute materials prepared by EPM which contain such service marks solely in conjunction with offering and providing the services contemplated under this Agreement for the purpose of originating Mortgage Loans to sell to EPM. Nothing in this Agreement gives to Correspondent any right, title or interest in EPM's intellectual property all of which is and shall remain the sole property of EPM. Any and all uses by Correspondent of such intellectual property shall inure to the benefit of EPM.

(m) Documents Mutually Negotiated. EPM and Correspondent agree that this Agreement has been mutually negotiated by each party and shall not be construed against either as the drafter thereof.

(n) Status of Correspondent as Independent Contractor. The Parties agree that Correspondent is an independent contractor. Nothing in this Agreement is intended or shall be construed to make or deem Correspondent a joint venturer, partner, representative, employee or agent of EPM, and Correspondent is expressly prohibited from holding itself out as such. Correspondent is expressly prohibited from using EPM's name in any advertising.

(o) Counterpart; Headings. This Agreement may be executed in counterparts. Facsimile or photocopied signatures shall be considered valid and binding signature. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

(p) No Solicitation for Employment. Correspondent agrees that without EPM's prior written consent during the term of this Agreement and for one year after termination of this Agreement it will not directly solicit for employment any person who is now employed by EPM. Solicitations that are directed to the general public shall not be prohibited.

(q) Survival. All of the covenants, agreements, representations and warranties made herein by Correspondent shall survive and continue in effect after the termination of the Agreement or the consummation of the transactions contemplated hereby. All rights and remedies of EPM, its successors and assigns shall also survive termination of this Agreement. It is understood and agreed that the representations and warranties set forth in this Agreement shall survive the sale of the Mortgage Loans to EPM and shall insure to the benefit of EPM and its successors and assigns notwithstanding any restrictive or qualified endorsement on any Note or Assignment of Mortgage.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above

EPM

CORRESPONDENT

EQUITY PRIME MORTGAGE LLC

By: _____
Its: _____

By: _____
Its: _____



TPO Company Setup Form

If a TPO Company has multiple branches that will be originating TPO files, the Address, Phone, Fax, NMLS#, and User Information will need to be submitted for each branch location.

Date of Application: _____

Company Legal Name: _____

Company DBA/ Preferred Name: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Company Phone: _____ Company Fax: _____

Company Website: _____

NMLS # _____ ARIVE Member Yes/No AIME Member Yes/No

Company's Tax ID _____ Date & State of Incorporation: _____

Entity Type: Individual Sole Proprietorship Partnership
 Corporation Limited Liability Company Other: _____

Company Manager/Primary Contact: _____

Primary Contact's Email: _____

Managing Account Executive (EPM): _____

User Information

First & Last Name	Email Address	Phone #	Role (Select One)	NMLS # (if app)
1. _____	_____	_____	LO / Processor	_____
2. _____	_____	_____	LO / Processor	_____
3. _____	_____	_____	LO / Processor	_____
4. _____	_____	_____	LO / Processor	_____
5. _____	_____	_____	LO / Processor	_____
6. _____	_____	_____	LO / Processor	_____
7. _____	_____	_____	LO / Processor	_____
8. _____	_____	_____	LO / Processor	_____
9. _____	_____	_____	LO / Processor	_____
10. _____	_____	_____	LO / Processor	_____

Date Approved



Exhibit A

AFTER RECORDING, RETURN TO:

POWER OF ATTORNEY

The undersigned, _____ (“Company”), hereby irrevocably makes, constitutes, appoints and designates EQUITY PRIME MORTGAGE LLC (“EPM”) and its authorized officers and agents (whether plural or singular, “Attorney-in-Fact”) as Company’s true and lawful attorney-in-fact and agent for itself with full power of substitution as set forth below, in EPM’s sole discretion and in Company’s name (including any trade name or place and stead) and for its benefit, with such appointment of attorney being coupled with an interest.

1. **Grant of Power.** The Attorney-in-Fact is hereby granted the power to exercise or perform any act, power or duty of Company that arises out of the terms, obligations, covenants and representations of that certain Loan Purchase and Sale Agreement dated of even date herewith (the “Agreement”) between the Company and EPM, said power being granted herein to allow the Attorney-in-Fact to exercise or perform all and every act and thing that the Company may legally do through an Attorney-in-Fact, and every proper power necessary to carry out those acts and things, with full power of substitution and revocation, hereby ratifying and affirming that which Attorney-in-Fact shall lawfully do or cause to be done by virtue of this power, including, but not limited to, endorsing any notes purchased by EPM pursuant to the Agreement, executing any assignments on behalf of Company and taking any action necessary to take possession of funds in Company’s bank accounts maintained pursuant to the Agreement.

2. **Third-Party Reliance.** Third parties may rely upon the representations of the Attorney-in-Fact as to all matters relating to any power granted; and no person who may act in reliance upon the representations of the Attorney-in-Fact or the authority granted to the Attorney-in-Fact shall incur any liability to the undersigned as a result of permitting the Attorney-in-Fact to exercise any power.

3. **Termination.** This Power of Attorney and all grants of power hereunder shall be terminated only after all of the terms, obligations and covenants of Company under the Agreement have been satisfied and fulfilled to the satisfaction of EPM. If requested by Company, EPM will provide written notice of the status of this Power of Attorney to the Company. If this Power of Attorney is recorded in the property records, then, at the request of the Company, EPM agrees to execute and record a termination of same in said property records.

[SIGNATURES ON NEXT PAGE]

This instrument is executed under seal as of the ____ day of _____, 20____.

Signed, sealed and delivered the day set forth in the immediately preceding sentence.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

By: _____

Print: _____

Title: _____

Unofficial Witness

(CORPORATE SEAL)

State of _____

County of _____

On _____ 20____, before me, _____, a notary public, personally appeared _____ who is personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public

My commission expires: _____