

Thank you for choosing ResMac, Inc. as your Lender. Please complete the Recertification Package with original signatures, include all required documentation, and email to ProductionSupport@ResMac.com. Thank you.

Please return:

- Executed Annual Recertification Request (attached)
- Year-end 2016 financial statements signed by an officer of the company
- Copy of E&O insurance, if applicable
- **VA Originators:** Mail a check in the amount of \$100.00 payable to Veteran's Administration, to 5400 Broken Sound Boulevard NW, Suite 600, Boca Raton, Florida 33487 – Attention: Production Support.

** Please note – if your VA Letter of Recognition for sponsorship with ResMac is dated in the 4th quarter of 2016 you do not need to send the \$100 check.*

ANNUAL RECERTIFICATION REQUEST

Date of Application: _____

Company Name: _____

D/B/A: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Fax: _____ Toll Free: _____

Email: _____ Website: _____

Officers/Directors/Principals: Complete if changes have occurred in the past 12 months.

Name and Title	Social Security	Date of Birth	Email Address

General Information:

Within the last three (3) years, has your organization, its owners, its broker(s) of record or any of its employees (i) had any formal complaints filed against them with a federal or state mortgage banking/broker regulatory authority; (ii) has been found in violation of any mortgage banking/broker federal or state regulatory authority's statutes or regulations; or (iii) had an order entered against them by a federal or state mortgage banking/broker regulatory authority or (iv) been denied, suspended or revoked a registration or license by a federal or state mortgage banking/broker regulatory authority?

 Yes No

If Yes, please provide details: _____

Is there any pending litigation involving the owners of the Organization or the Organization itself?

 Yes No

If Yes, please provide details: _____

Has your organization ever been suspended from brokering loans to another lender or had its approval status revoked by another lender?

Yes No

If Yes, please provide details: _____

Within the last 12 months, has your Organization been asked to indemnify and/or repurchase any loan obligation?

Yes No

If Yes, please provide details: _____

Company is in compliance with all state and federal regulations including the TILA-RESPA Integrated Disclosure Rule.

Yes No

If No, please provide details: _____

Company has an AML/BSA Policy in place and is current and all employees have completed their annual training:

Yes No

If No, please provide details: _____

If the company is approved for FHA and is sponsored by ResMac, company certifies that it is in compliance with FHA guidelines and requirements.

Yes No N/A

Does your organization, its owners, its broker of record or its employees have an affiliation or ownership interest in any ancillary mortgage related business? (Examples of ancillary interest include: escrow company, virtual escrow, closing attorney, title company, credit repair, real estate appraiser, home improvement, construction, real estate, tax preparation.)

Yes No

If yes, complete the form below:

Business Name	Address	License Number (if applicable)	How long in business	Business Manager	Services Provided

Origination Volume	Conventional	FHA/VA
Actual Prior Year		
Estimate Volume Current Year		

Warehouse Lines of Credit or Other Funding Sources:

Financial Institution Name	Line of Credit Amount	Credit Facility Type	Contact Name and Phone Number	Expiration / Renewal Date

Authorization:

I hereby authorize ResMac, Inc., or its affiliates to conduct a background check regarding any of the information provided on this application, including, without limitation, obtaining a credit report for any of the individuals listed on this application as owner, broker of record or employee of the Organization. In connection with this authorization, I hereby certify that I have obtained all required consents and approvals of all individuals listed on this application to authorize ResMac, Inc. and its affiliates to conduct such background checks and obtain such credit reports on such individuals.

Signature: _____

Typed Name: _____

Title: _____ Date: _____

Signature: _____

Typed Name: _____

Title: _____ Date: _____

Signature: _____

Typed Name: _____

Title: _____ Date: _____

Signature: _____

Typed Name: _____

Title: _____ Date: _____

RESMAC, INC. CORRESPONDENT PURCHASE AGREEMENT

THIS CORRESPONDENT PURCHASE AGREEMENT (“Agreement”) has been entered into this ___ day of _____, 201___ by and between ResMac, Inc., a Florida corporation (“ResMac”) and _____, a _____ entity (hereinafter referred to as “Seller”).

WHEREAS, Seller desires to offer to sell Mortgage Loans (defined below) to ResMac pursuant to ResMac’s loan purchase program as set forth in this Agreement (the “Program”); and

WHEREAS, ResMac may desire to purchase Mortgage Loans from Seller in accordance with the Program; and

WHEREAS, the parties hereby agree that any such sales and purchases shall be governed by the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I DEFINITIONS

The following terms when used herein shall have the following meanings:

1.1 Agency means Fannie Mae, Freddie Mac, FHA, HUD, VA, GNMA, and/or a Private Investor, as applicable.

1.2 Agency Guides means (i) *VA Lender’s Handbook (26-7)*; (ii) *HUD Lender’s Guide (4155.2)*, *Mortgage Credit Analysis Guide (4155.1)*, and all other applicable *HUD Housing Handbooks*; (iii) the *Fannie Mae Selling and Servicing Guides* and (iv) the *Freddie Mac Sellers’ and Servicers’ Guides*.

1.3 Agreement means this Agreement and any exhibits or amendments hereto to and includes any other document expressly incorporated herein by reference and made a part of this Agreement.

1.4 Applicable Requirements means (i) the material obligations and requirements applicable to Seller in connection with the Program which include (i) the Seller’s Guide and Manual; (ii) the Program Documents; (iii) the Mortgage Documents; (iv) the Agency Guides; (v) all applicable

federal, state, and local legal and regulatory requirements; (vi) all other applicable requirements and guidelines of each governmental and quasi-governmental agency, board, commission, instrumentality, and other governmental body or office having jurisdiction; and (vii) all other applicable judicial and administrative judgments, orders, stipulations, awards, writs, and injunctions; all as same may be amended from time-to-time.

1.5 Borrower means each obligor under a Mortgage Note and/or each person who executes a Mortgage.

1.6 Events of Default mean the occurrence of any one or more of the following:

(a) Seller fails to perform or observe any of its material obligations, covenants, or agreements set forth in any of the Program Documents for a period of ten (10) business days or more (or three (3) business days or more with respect to the payment of money) after the date upon which ResMac gives written notice of such failure to Seller; provided that such Event of Default shall be deemed immediate with respect to any such failure which, in ResMac's reasonable discretion, is in curable or cannot reasonably be cured with the cure period (said cure period being inapplicable to events listed in subsection (b) through (h) hereof);

(b) Discovery of evidence by ResMac that any representation or warranty made by or on behalf of Seller in any of the Program Documents was false or incorrect in any material respect at the time it was made;

(c) Seller fails to meet any capital or other financial standard imposed by any Applicable Requirement; any material adverse change occurs in the financial condition of Seller; or Seller fails to provide any information, including information regarding Seller's financial condition, as requested by ResMac;

(d) A decree or order of a court or agency or supervisory authority having jurisdiction for the appointment of a trustee, conservator, receiver, or liquidator in any bankruptcy, insolvency, readjustment or debt, or similar proceeding, shall have been entered against Seller;

(e) Seller admits in writing its inability to pay its debts as they become due, files a petition to take advantage of any applicable insolvency, bankruptcy, or reorganization statute, makes an assignment for the benefit of its creditors, or voluntarily suspends payment of its obligations;

(f) Seller is placed on any debarment, limited denial of participation, exclusionary, or similar list of any Agency for wrongful acts or omissions of Seller, or Seller violates any Applicable Requirement in any material respect;

(g) Seller fails to provide reasonable assurances as described in Article IV hereof; and

(h) Seller fails to deliver upon its obligations in any material respect relative to its Lock Confirmation.

1.7 Lock Confirmation means written or electronically transmitted notification provided to the Seller by ResMac evidencing ResMac's commitment to purchase the Mortgage Loans specified in said notice in accordance with this Agreement.

1.8 Seller's Guide and Manual both individually and collectively mean the published guidelines, policies and procedures adopted by ResMac, as amended from time-to-time, which include such matters as for (i) registering and locking a loan submitted through the program; (ii) underwriting; (iii) ordering or preparing documents; (iv) execution of documents; (v) funding and shipping; and (vi) auditing. This and other pertinent information can be located on ResMac's websites.

1.9 Mortgage means a mortgage, deed of trust, or other such security instrument that is executed by a Borrower pledging the Mortgaged Property as security for repayment of a Mortgage Note.

1.10 Mortgage Documents means all documents required under the Applicable Requirements, to originate, close, and service a Mortgage Loan and issue a related security in accordance with the Program.

1.11 Mortgage Loan means a residential mortgage loan offered for sale to ResMac by Seller pursuant to the Program which sale shall include the transfer of all of Seller's rights, title and interest in each such Mortgage Loan, including the Servicing Rights.

1.12 Mortgage Loan File means the contents of the file delivered to ResMac by Seller for each Mortgage Loan. The Mortgage Loan File shall contain the documents referenced in the **Sellers Guide and Manual** and any additional documents required to be added to the Mortgage Loan File pursuant to any other Program Document, an Applicable Requirement, or upon ResMac's reasonable request in order to assure compliance with the Program.

1.13 Mortgage Note means the written promise of a Borrower to pay a sum of money in United States dollars at a stated interest rate over a specified term, and that is secured by a Mortgage.

1.14 Mortgage Property means the real property, together with a one-to-four family dwelling and any other improvements situated on such real property, that have been pledged by a

Borrower under a Mortgage as collateral to secure the obligation under a related Mortgage Note.

1.15 Mortgagor means the person or persons obligated on the Mortgage as mortgagor(s).

1.16 Private Investor means any entity other than Fannie Mae, Freddie Mac, or GNMA that purchases a Mortgage Loan from ResMac.

1.17 Program Documents means this Agreement and any and all other documents, instruments, and materials required to conform to or comply with the Applicable Requirements.

1.18 Purchase means the payment by ResMac of the Purchase Price for a Mortgage Loan on the Purchase Date to Seller or Seller's designee, or any other party legally entitled to receive the Purchase Price (including Seller's Warehouse Lender).

1.19 Purchase Date means the date of the Purchase of any Mortgage Loan.

1.20 Purchase Price means the dollar amount ResMac agrees to pay Seller for a Mortgage Loan in accordance with the pricing terms set forth in the Seller's Guide and Manual, together with the applicable Servicing Release Premium, if any. Each Mortgage Loan purchase will have net adjustments for all fees due to ResMac, including those fees specified in connection with ResMac's lock policy. Seller hereby authorizes ResMac to deduct any monies due and payable under the terms of this Agreement or other Applicable Documents from the purchase price of a Mortgage Loan, which right shall extend to the proceeds due for all Mortgage Loans.

1.21 Register or Registration means the act or process of registering a Mortgage Loan with ResMac in accordance with the procedures set forth in the Sellers Guide and Manual. A Mortgage Loan that is registered may be in a float status or a rate-locked status, as provided in the Seller's Guide and Manuals.

1.22 Servicing Release Premium means the amount, if any, to be paid to Seller for the Servicing Rights and/or premium to purchaser associated with a Mortgage Loan as specified in writing by ResMac.

1.23 Servicing Rights means with respect to a Mortgage Loan, the right to administer, collect payments, pay taxes and insurance, remit payments, provide foreclosure services, and provide full escrow administration.

ARTICLE II PURCHASE AND SALE OF MORTGAGE LOANS

2.1 Compliance with This Agreement. Seller agrees to offer Mortgage Loans for sale to

ResMac and ResMac agrees to purchase those Mortgage Loans, at ResMac's sole discretion, subject to the terms, conditions of this Agreement in accordance with the Program.

2.2 Eligible Mortgage Loans. Seller may offer to sell Mortgage Loans on a servicing released basis that are: (i) closed no more than thirty (30) days before the Purchase Date; (ii) not thirty (30) days or more delinquent or otherwise in default; (iii) without a history of delinquent principal, interest, or escrow payments; (iv) approved, funded, and closed by and in the name of the Seller; and (v) originated, closed, delivered, and serviced in accordance with the Applicable Requirements. From time-to-time, to the extent permissible under law, ResMac may specify certain types of Mortgage Loan products or programs, properties, or ownership interests, which are ineligible for purchase by ResMac under the Program. ResMac may determine, in its sole discretion, whether a Mortgage Loan meets the requirements set forth in the Program Documents. Seller is under no obligation to submit, and ResMac is under no obligation to purchase, a fixed or minimum number of Mortgage Loans under this Agreement.

2.3 Origination. Seller shall be the sole originator of all Mortgage Loans offered for purchase under the Program. Seller shall be responsible for compliance with all Applicable Requirements including but not limited to (i) obtaining properly executed loan applications; (ii) timely delivering all disclosures; (iii) obtaining appraisal, credit, and other documentation which a Borrower has properly authorized where such authorization is required; and (iv) submit the loan application to ResMac for underwriting, along with such other or additional information as may be reasonably required by ResMac. Appraisals must be performed in accordance with Applicable Requirements, specifically including, without limitation any appraisal guidelines presented in the Sellers Guide and Manuals and incorporated by reference. No affiliate, employee, or agent of Seller may perform an appraisal of a Mortgaged Property.

2.4 Lock Confirmation. ResMac will underwrite all Mortgage Loans for purchase on an individual basis. Upon acceptance and approval of any such purchase, ResMac in its sole discretion may issue a Lock Confirmation to Seller, stating, as applicable, terms and conditions of purchase, subject to which ResMac will buy the Mortgage Loan. The decision to accept a Mortgage Loan for purchase will be at the sole discretion of ResMac. ResMac shall have no obligation to purchase any Mortgage Loan until all underwriting and closing conditions have been cleared. Seller agrees to deliver to ResMac all closed and funded Mortgage Loans for which a Lock Confirmation has been issued; provided, however, that any Lock Confirmation is voidable by ResMac, if ResMac has reason to believe the Seller breached any material covenant, representation, or warranty in the Program Documents or failed to comply with any other Applicable Requirements in any material respect, as to any Mortgage Loan offered by Seller for purchase or any Mortgage Loan actually purchased from Seller in the past.

2.5 Closing and Delivery of Documents. ResMac will purchase only Mortgage Loans closed in the name of Seller with funds provided by Seller. All eligible Mortgage Loans shall be closed by a title agency or settlement attorney in good standing with the title insurer as of the date of

closing. ResMac will not purchase any Mortgage Loan closed by an affiliate, officer, employee, or agent of Seller. Seller shall also obtain an insured closing protection letter issued in the name of Seller or alternative document satisfactory to ResMac if such a letter is not available in the subject jurisdiction. Seller must use the appropriate ResMac approved Mortgage Documents for All Mortgage Loans as indicated in the Agreement Procedures. Seller will deliver each Mortgage Loan File, including the Mortgage Note and the Mortgage Documents, by the lock expiration date. Seller will perfect title to each Mortgage Loan in ResMac's name, and assign and deliver the remaining Mortgage Documents as promptly as reasonably possible but in any event no later than one hundred twenty (120) days after closing of such Mortgage Loan (the "Final Delivery Date"). If Seller fails to deliver the remaining Mortgage Documents in a timely manner ResMac may undertake efforts to obtain such documents and Seller shall pay ResMac any administrative fee as set forth in the Sellers Guide and Manuals and reimburse ResMac for any out-of-pocket expenses incurred. If such documents are not delivered by the Final Delivery Date Seller may be obligated to repurchase the Mortgage Loan in accordance with Section 6 below.

2.6 Audit and Purchase. Prior to purchasing the Mortgage Loan from Seller, ResMac shall conduct a post-closing audit of the Mortgage Documents to determine that they have been properly executed and that the Mortgage Loan has been closed in accordance with the Lock Confirmation and the Program Documents. ResMac may suspend a Mortgage Loan which is substantially, but not fully, compliant in any material respect and adjust the Purchase Price, as provided in the Sellers Guide and Manuals. If all requirements of the Program Documents and conditions of the post-closing audit have been satisfied, ResMac shall purchase the Mortgage Loan from Seller at the Purchase Price established, subject to any applicable pricing adjustments. If any Mortgage Loan fails to satisfy in any material respect, any requirement, term, or condition of the Lock Confirmation, Program Documents, or post-closing audit, ResMac shall be under no obligation to purchase that Mortgage Loan.

2.7 Payment. ResMac will transfer funds to Seller or its warehouse bank on the Purchase Date, which may include prepayment of interest based on the due date of the first payment on the Mortgage Note. The interest accruing on the Mortgage Loans will accrue to ResMac beginning on the date of funding. The Seller will return any Purchase Price overpayment to ResMac within fifteen (15) calendar days after the earlier of (i) discovering such overpayment; or (ii) receipt of notice and demand from ResMac. Payment of the Purchase Price for any Mortgage Loan shall not be construed as a waiver of any requirements in the Program Documents or of the representations and warranties applicable to Mortgage Loans, as hereinafter set forth.

2.8 Seller's Continuing Responsibilities. Seller shall timely: (i) notify the Borrower of the sale and transfer of servicing of the Mortgage Loan and respond to any qualified written request pursuant to *12 CFR §1024.21*; (ii) cure any finance charge under disclosure by an amount of more than \$35.00 in accordance with Applicable Requirements; (iii) cure any tolerance violation under *12 CFR §1024.7*, in accordance with Applicable Requirements, including arrangement for preparation and execution of corrective documentation, as required by ResMac; and (iv) comply with *Internal*

Revenue Service reporting requirements, including issuing *Form 1098* to report any interest amounts, origination fees, or discount points received on any Mortgage Loans sold to ResMac hereunder.

ARTICLE III MORTGAGE LOAN REPRESENTATIONS AND WARRANTIES

Seller makes the following representations and warranties to ResMac as of each Purchase Date as to the Mortgage Loans then being sold by Seller to ResMac hereunder:

3.1 Sole Originator. Seller is the sole originator of any Mortgage Loan offered for sale hereunder.

3.2 Compliance with Legal and Agency Requirements. There is no fact or circumstance with respect to the Mortgage Loan that would cause or entitle: (i) an Agency to demand repurchase of a Mortgage Loan; (ii) an Agency or insurer to deny or reduce benefits under an insurance policy or guarantee; (iii) a third party, including but not limited to, an Agency and/or insurer, to claim indemnification or damages; or (iv) an Agency or other party to deem a Mortgage Loan to be ineligible for a pool. In addition, each Mortgage Loan complies with the Agency Guide and Program Documents; the Seller is not now and has not within the last twenty-four (24) months preceding the date of this Agreement, been subject to any administrative sanction imposed by an Agency; and each Mortgage Loan was originated and serviced in compliance with the Applicable Requirements.

3.3 Valid Obligation and First Lien. Each Mortgage Note and related Mortgage is genuine and legally enforceable. The Mortgage is a valid and existing first lien on the Mortgaged Property, with the exception of any encumbrances or liens acceptable to the Agency. The Mortgage Loan is not subject to any right of rescission or other defense. There are no mechanic's liens or similar liens or claims that have been filed for work, labor, or material encumbering the Mortgaged Property, which lien(s) is or may be a lien prior to, or equal with, the lien of the Mortgage. No Borrower has been released from the original Mortgage Loan, and no part of the Mortgage Property has been released from the Mortgage.

3.4 Title Insurance. A title insurance policy has been issued for each Mortgage Loan insuring the Seller, its successors and assigns, in an amount no less than the outstanding Mortgage Loan principal balance. Such policy will be issued by a title insurer and on a form, both acceptable to the applicable Agency and ResMac.

3.5 Full Disbursement of Loan Proceeds. All Mortgage Loan proceeds have been disbursed, and there are no requirements for future proceeds.

3.6 Appraisals. Each Mortgaged Property has been appraised in compliance with

Applicable Requirements.

3.7 Assignment of Mortgage Loans to ResMac. Seller is the sole owner of the Mortgage Loan and has the authority to assign it to ResMac. Seller has not transferred the Mortgage Loan to any other person, and the assignment is free and clear of any claim. Seller will assign each Mortgage Loan sold to ResMac by endorsement of the Mortgage Note substantially in the form of the allonge set forth in the Sellers Guide and Manuals, and if required, by a valid recorded assignment of the Mortgage to a party designed by ResMac. Seller stipulates that any executed agreement, power of attorney, or consent resolution that grants ResMac the authority to execute, assign, or endorse Mortgage Documents on behalf of Seller does not release Seller from any representation, warranty, or covenant in the Program Documents.

3.8 Hazard and Flood Insurance. The Mortgaged Property is covered by a hazard insurance policy compliant with Applicable Requirements. The Mortgaged Property is also covered by a flood insurance policy where required to be compliant with Applicable Requirements, and coverage limits equal to the lesser of the principal balance of the Mortgage Loan or the maximum insurance available under such law.

3.9 PMI. Each Mortgage Loan required to have private mortgage insurance is covered by a policy that (i) complies with the Agency Guide and the Seller's Guide and Manual; (ii) is issued by an insurer acceptable to the applicable Agency and ResMac. Seller represents that there are no captive reinsurance agreements or similar arrangements in place with any mortgage insurance provider applicable to any Mortgage Loan sold to ResMac hereunder. Seller shall compensate ResMac for any under-disclosure of mortgage insurance coverage, if required pursuant to the terms and conditions of the Lock Confirmation.

3.10 FHA and VA Guaranty. Each Mortgage Loan to be insured by FHA is eligible for FHA insurance, and each Mortgage Loan to be guaranteed by the VA is eligible for a VA guaranty. ResMac is responsible for ensuring payment of the FHA Insurance or VA Guaranty.

3.11 Fraud. No Mortgage Loan has been originated through any type of fraudulent or deceptive or unfair practices.

3.12 Seller's Statements are True and Correct. None of the Seller's statements to ResMac contains any untrue or incomplete material fact.

3.13 Program Procedures. Seller acknowledges receipt of Agreement Procedures and understands that it is Seller's responsibility to maintain awareness of and compliance with any updates thereto.

ARTICLE IV REPRESENTATIONS AND WARRANTIES REGARDING SELLER

At all times while this Agreement remains in effect Seller makes the following representations and warranties to ResMac:

4.1 Duly Organized. Seller is duly organized, validly existing, and in good standing under applicable law, and has the authority to enter into this Agreement and any other related agreements.

4.2 Seller is Duly Authorized. Seller has authority to enter into and perform its obligations under this Agreement. This Agreement is valid and legally binding.

4.3 Licenses and Approvals. The Seller has obtained all licenses and approvals in compliance with Applicable Requirements to authorize Seller to originate and sell Mortgage Loans under this Agreement.

4.4 Financial Condition. Seller hereby represents and warrants that its liquid net worth is at a minimum in excess of Fifty Thousand Dollars (\$50,000.00) and has adequate financial capitalization to engage in the business of originating, processing, and closing mortgage loans.

4.5 Notice to ResMac. Seller shall immediately notify ResMac if (i) Seller becomes insolvent; (ii) incurs claims or obligations, which could make it insolvent; (iii) experiences a material change in its financial condition which would impair its ability to perform under this Agreement; (iv) any registrations, licenses, or approvals from regulatory or other government authorities necessary for Seller to perform under this Agreement have lapsed or have been forfeited, revoked, canceled, or suspended; and (v) any post-closing curative action on any Mortgage Loan becomes necessary.

ARTICLE V DEFAULT

5.1 Upon an Event of Default, ResMac shall be entitled to exercise the rights and remedies set forth in this Agreement.

ARTICLE VI REPURCHASE OBLIGATION

6.1 Seller agrees to repurchase any Mortgage Loan, at the request of ResMac, if:

(a) the Mortgage Loan fails to comply in any material respect with the terms and

conditions of this Agreement or any Applicable Requirement;

(b) the Mortgage Documents are improper or incomplete under the terms of this Agreement or any Applicable Requirement or all Mortgage Documents have not been delivered in a timely manner in accordance with Section 2.5 above.

Provisions herein to the contrary notwithstanding, ResMac shall not request that Seller repurchase a Mortgage Loan or indemnify ResMac from any liability in connection with such Mortgage Loan in the event the request for repurchase is determined by ResMac to be the result of an act or omission of ResMac alone, and not an act or omission by Seller.

Notwithstanding the foregoing, ResMac shall not request a repurchase if the Seller's failure to deliver an original of a Mortgage Document is caused by the failure of the applicable recording office to record and return an original recorded Mortgage Document, provided the Seller, in the ResMac's reasonable judgment, has exercised and continues to exercise a reasonable good faith effort to fulfill its obligations hereunder.

6.2 Seller agrees that any Mortgage Loan required to be repurchased by Seller pursuant to this Agreement will be repurchased at (i) the gross sales price paid by ResMac, plus (ii) any servicing- release premium or similar amount paid by ResMac upon the purchase of the Mortgage Loan, plus (iii) all reasonable costs actually incurred by ResMac attributable to the Mortgage Loan (including without limit any servicing, legal fees and costs incurred by ResMac in order to enforce ResMac's rights under this paragraph).

ARTICLE VII REPAYMENT OF FEES

7.1 If a Mortgage Loan is either paid off within the first one hundred eighty (180) days from the Purchase Date or if any one or more of the first four payments due under a Mortgage Loan are not paid within thirty (30) days of the due date for any such payments, Correspondent shall refund any and all fees, yield spread premium or other compensation paid to Broker by ResMac in connection with such Mortgage Loan within fifteen (15) days from receipt of a demand from ResMac for such refund. Correspondent shall also be responsible for the payment of any costs and fees incurred by ResMac in connection with the Loan and the refund of the compensation from Correspondent under this section, including without limitation, any servicing fees, attorney's fees any costs. Correspondent stipulates that this requirement is reasonable compensation for lost income and out-of-pocket expense incurred by ResMac and is not penal or punitive in nature.

ARTICLE VIII INDEMNIFICATION

8.1 In addition to the other remedies available to ResMac, Seller shall indemnify and hold

harmless ResMac, its successors and/or assigns, from any and all losses, liabilities, claims, damages, or costs of any nature, including without limitation attorneys' fees and costs, and actions suffered or incurred by ResMac which arise out of, result from, or relate to:

(a) The material breach by the Seller of any covenant, condition, term, obligation, representation or warranty contained in this Agreement or in any written statement, certificate, or Mortgage Document furnished by the Seller pursuant to this Agreement; at the sole option of ResMac, the occurrence of any event described in Section 6; any material act or omission of Seller or any employee or agent of Seller that materially and adversely affects any Mortgage Loan purchased by ResMac hereunder; and any errors and or omissions committed by any user, including, but not limited to, Seller's agents, to whom Seller provides access to ResMac's systems.

8.2 In all actions with third parties in which ResMac has the right to be indemnified hereunder, ResMac shall have the complete and exclusive right to determine the conduct and defense of such legal proceeding or investigation with such third party including, without limitation, the right to compromise, settle, defend, or continue any such action.

ARTICLE IX RIGHT TO AUDIT

9.1 Seller agrees to permit ResMac, upon twenty-four (24) hour notice, and its internal audit staff or designees to conduct audits of Seller's operations relative to Mortgage Loans applicable to this Agreement and shall retain the right to audit and verify by alternate source any credit documentation, including, but not limited to, credit reports or appraisals in a post- or pre-purchase review.

ARTICLE X FURTHER ASSURANCES

10.1 Upon the Request of ResMac, Seller shall execute, deliver, or perform all such further acts, assignments, conveyances, and assurances as may be reasonably required for the better vesting and confirmation to ResMac of full legal and equitable title to the Mortgage Loans, and as may otherwise be necessary to consummate the transactions provided for the Program Documents. Seller shall cooperate with ResMac's quality control efforts and shall furnish ResMac with such necessary information concerning the affairs of Seller as ResMac may reasonably request, including financial information and information regarding the status of Seller's authorizations and approvals necessary for the conduct of its business. In the event Seller receives any notice from a Private Investor, Agency, or any other regulatory agency with respect to any Mortgage Loan, Seller shall advise ResMac immediately of such notice and deliver a copy of such notice to ResMac. In addition, if Seller or ResMac receives any written complaint with respect to any Mortgage Loan, then the recipient of such notice shall immediately notify the other party hereto of the complaint, and forward it to the

other party hereto. Seller and ResMac shall fully cooperate with one another to resolve any disputes involving a Mortgage Loan. Seller acknowledges that if at any time, ResMac has reason to believe that Seller is not conducting business substantially in accordance with all Applicable Requirements or that an Event of Default has occurred which continues uncured, ResMac shall have the right to demand, pursuant to written notice from ResMac to Seller, reasonable assurances from Seller that such a belief is in fact unfounded, and any failure of Seller to provide such reasonable assurances within a time frame specified in such written notice shall itself constitute an Event of Default. Nothing in this Section shall be deemed or construed to limit, waive, or impair any of ResMac's rights or remedies with respect to any Event of Default under any other Section hereof.

ARTICLE XI TERMINATION

11.1 Without Cause. Either ResMac or Seller may terminate this Agreement without cause upon fifteen (15) calendar day's prior written notice. In the event of such termination, Seller shall nevertheless deliver to ResMac for purchase and ResMac shall purchase all Mortgage Loans for which a Lock Confirmation has been issued. Such termination shall not affect Seller's duties and obligations or representations or warranties with respect to any Mortgage Loans purchased by ResMac prior to the date of termination.

11.2 Upon Event of Default. Upon the occurrence of an Event of Default, ResMac may immediately terminate this Agreement without any liability whatsoever to Seller (other than for amounts that are then due and payable to Seller under the Program Documents) or any other person or entity for claims, losses, expenses, costs, obligation, and liabilities arising directly or indirectly therefrom. In the event of termination pursuant to this section, ResMac may, at its option, and in addition to any other rights and remedies it might have, terminate any or all outstanding Lock Confirmations with Seller and shall thereupon be released from any and all obligations to purchase Mortgage Loans.

ARTICLE XII GENERAL PROVISIONS

12.1 Seller is an independent contractor and this Agreement and transactions entered into pursuant hereto shall not create between Seller and ResMac a relationship of agency, legal representation, joint venture, partnership, debtor/creditor, or employment. Seller and ResMac agree that neither party is in anyway authorized to make any contract, agreement, warranty, or representation, or to create any obligation, express or implied, on behalf of the other.

(a) This Agreement shall be binding and inure to the benefit of and be binding upon the parties hereto and their successors and/or assigns. This Agreement is not assignable by Seller or ResMac without the prior written consent of the other party. A change in control, merger, or consolidation of Seller shall be considered an assignment for purposes of this Agreement.

(b) This Agreement will be governed by, and interpreted and construed in accordance with, the laws of the State of Florida, without reference to any provisions relating to conflict of laws. Any claims arising from or relating to the Agreement shall be adjudicated by the Courts of Palm Beach County, Florida.

(c) Section headings are for reference only and shall not affect the interpretation or meaning of any provision of this Agreement.

(d) This Agreement, any addendums attached hereto and executed by all parties integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations or prior writings in respect to the subject matter hereof and thereof.

(e) Any provision of this Agreement that is prohibited or unenforceable in a jurisdiction, shall be deemed ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity of enforceability of such provision in any other jurisdiction, and to this end, the provisions hereof are severable. This Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument.

(f) The representations, warranties, covenants, agreements, and every other obligation contained in this Agreement shall survive the termination of this Agreement and the transactions provided for herein and shall be fully applicable whether or not ResMac relies thereon or has knowledge of any facts at variance therewith.

(g) The parties hereto shall have the right to amend this Agreement prospectively at any time and from time-to-time by mutual written agreement and with written notice to the other party specifying the effective date of the amendment. Nothing in this paragraph shall be interpreted to restrict ResMac's right to modify its policies and practices as provided for elsewhere in this Agreement.

(h) This Agreement is made for the express benefit of Seller and ResMac, not for the benefit or interest of any other persons or entities, and accordingly, no third party shall obtain or acquire any rights or interest in this Agreement or by reason of the performance or failure of performance of either of the parties hereto or of their respective rights, privileges, duties or obligations arising hereunder.

(i) Each understands that all information provided to Seller in connection with this Agreement is confidential and proprietary to the other party hereto. The parties hereto shall not, at any time during or following termination of this Agreement, directly or indirectly disclose or furnish to any person not entitled to receive the same (except to the extent between the parties

arising out of the Agreement or by applicable law), any confidential information including, but not limited to, information related to ResMac's business operations, credit policies, procedures, and customers.

(j) This Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared this Agreement.

(k) Any notice to be given under this Agreement by any party to another party may be effected either by personal delivery in writing, or by registered or certified mail (postage prepaid with return receipt requested), or by overnight delivery service by a commercially reputable service, or by facsimile with verification of receipt and a copy by registered mail. Notices shall be addressed to the addresses identified in the signature page to this Agreement or at any other address or to any other fax number or addressee as a party may have notified to the other party in accordance with this Section. The date upon which any such notice is received at the designated address shall be deemed the date of such notice.

(l) This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which together are deemed to be one and the same instrument.

(m) If either party to this Agreement brings any action, whether in suit or otherwise, to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to receive reasonable attorney's fees and court costs, including appeal and bankruptcy, from the unsuccessful party in such action.

AGREED TO this _____ day of _____, 201__, as evidenced by the signatures of the parties below.

SELLER: ResMac, Inc.

CORRESPONDENT:

By: _____

Its: _____

Print Name:

BROKER AGREEMENT

THIS BROKER AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20____, by and between ResMac, Inc., a Florida corporation ("ResMac") with its principal place of business at 5400 Broken Sound Boulevard NW, Suite 600, Boca Raton, FL 33487 and _____ ("Broker") a _____ with its principal place of business at _____.

RECITAL:

Broker desires to submit application packages for residential mortgage loans to ResMac (the "Loan Applications") on behalf of its customers ("Borrowers") and ResMac desires to offer residential mortgage loans ("Loans") to these Borrowers in accordance with the terms and conditions of this Agreement.

AGREEMENT

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

1. Loan Originations.

1.1 Submission of Loan Applications. Broker may submit Loan Application packages to ResMac in accordance with this Agreement. Each Loan Application package shall be submitted by Broker in accordance with ResMac's Wholesale Guide or Manual, as revised from time-to-time, on forms approved by, and in a manner acceptable to ResMac. Each Loan Application shall be reviewed by ResMac in accordance with the loan programs and underwriting standards in existence upon receipt of a fully completed Loan Application package. Upon its submission of a Loan Application package, Broker shall be deemed to have assigned all of its right, title, and interest in the Loan Application package and any resultant Loan, including any servicing rights, to ResMac.

1.2 Broker's Responsibilities in Connection with Loan Originations. Broker shall assist in assembling a complete Loan Application package and in closing the Loan, all in an accurate and timely manner. The services required of Broker with each Loan Application may vary depending upon the Borrower's individual credit and financial circumstances as well as the specific property serving as collateral for each Loan. A list of these services is set forth on Exhibit "A" attached hereto. Broker is not authorized or empowered to accept or clear any lending conditions of ResMac.

1.3 Broker's Responsibilities with Respect to Post-Closing Documents. Broker shall, upon request from ResMac, take all actions necessary post-closing, in a timely and accurate manner, to obtain any documents deemed appropriate or desirable in ResMac's sole and absolute discretion to remedy any matter necessary to enable ResMac to sell or convey or obtain guarantees for a Loan. The failure, refusal and/or neglect of Broker to comply with this requirement shall constitute and Event of Default (hereinafter defined) and entitle ResMac to exercise a right of set off with respect to any amounts due Broker.

1.4 Non-Exclusive Independent Relationship. Broker may originate and submit Loan Applications to other lenders and ResMac may originate and accept Loan Applications from other independent mortgage brokers, including Loan Applications for mortgage loan programs which may not be offered to Broker. Broker shall be deemed an independent contractor and not an agent or employee of ResMac.

2. Term of Agreement.

This Agreement shall remain in full force and effect for a period of one year from the date hereof and shall automatically renew itself for successive one year periods unless either party elects to terminate this Agreement. This Agreement may be terminated by either party at any time upon five (5) business days' written notice. ResMac shall not be obligated to offer Loans to Broker's Borrowers once a notice to terminate has been given by either party unless a commitment has been issued by ResMac to such Borrowers prior to such notice by either party.

3. Compensation.

3.1 Broker's Fees. Broker's fees shall be determined by Broker and set forth in the Lender Paid Broker Compensation Election form to be completed by Broker contemporaneously herewith. Subject to all other provisions of this Agreement, Broker's fee shall be payable by ResMac when a Loan is closed and funded by ResMac provided Broker has: (a) obtained in writing from ResMac a firm commitment for ResMac's interest rate, discount rate and ancillary fees; (b) successfully negotiated with the Borrowers any fees in excess of ResMac's fees for the Loan; and (c) negotiated a spread premium fee from ResMac for the Loan, if applicable. ResMac's pricing is published on a daily basis and is often adjusted several times throughout the day. All pricing is subject to change without notice and no Loan is price protected until ResMac has issued a written lock confirmation. Broker shall not be entitled to any fee if a Loan does not fund, regardless of the reason. In the event that any fees negotiated by Broker exceed those payable under applicable law, ResMac may reduce such fees to a level which is in compliance with applicable law, without prior notice to Broker. Broker's fees are payable only after ResMac has first deducted all of its fees and charges from the loan proceeds.

3.2 Early Payoff Reimbursement. If a Loan is either paid off within the first one hundred eighty (180) days from the closing of the Loan or if any one or more of the first four (4) payments due under a Loan are not paid within thirty (30) days of the due date for any such

payments, Broker shall refund any and all fees, yield spread premium or other compensation paid to Broker by ResMac in connection with such Loan within fifteen (15) days from receipt of a demand from ResMac for such refund. Broker shall also be responsible for the payment of any costs and fees incurred by ResMac in connection with the Loan and the refund of the compensation from Broker under this section, including without limitation, any servicing fees, attorney's fees any costs. Broker stipulates that this requirement is reasonable compensation for lost income and out-of-pocket expense incurred by ResMac and is not penal or punitive in nature.

4. Broker's Representations. Broker represents as of the date hereof; at the time the Broker submits a Loan Application hereunder; and at the time of settlement of each Loan hereunder, that all representations, covenants and warrants are and shall be true and correct and complete. A list of the representations being made by Broker hereunder are set forth below in this Section 4, (the "Representations"). The Representations contained in Section 4 hereof and elsewhere in this Agreement shall survive the expiration, termination or cancellation of this Agreement or any subsequent agreement hereunder and the sale or assignment of any Loan.

a) Broker's Authority. Broker has the full power and authority and capacity to enter into this Agreement. This Agreement has been duly authorized, executed and delivered by Broker and constitutes a valid and binding obligation of Broker enforceable in accordance with its terms. The performance of Broker's duties under this Agreement will not violate the provisions of any other agreement to which it may be a party or of any court order, judgment or decree to which it may be subject.

b) Compliance with Laws of Applicable Jurisdictions. Broker is qualified to do business, is in good standing and has all licenses and permits necessary to conduct its mortgage brokerage business that are required by all the applicable jurisdictions from which all Loans originate and where the real property securing the Loans is located.

c) Absence of Claims. There is not pending or threatened any suit, action, arbitration, or legal, administrative or other proceeding or governmental investigation, nor has there been any allegation of fraud or of high delinquencies by another mortgage banker, against Broker or by any of its current or former loan officers or other employees.

d) Compliance with Applicable Laws. Each Loan Application and each resultant Loan represents a bona fide transaction that has been carried out in accordance with ResMac's guidelines as well as all applicable laws, rules and regulations which may apply to the solicitation, placement and closing of mortgage loans, including, but not limited to, the making of all required disclosures correctly to all persons entitled to receive them within the time specified under such laws or rules and regulations, which shall include but not be limited to: (a) *Real Estate Settlement Procedures Act of 1974, as amended, Regulation X*; (b) *Fair Credit Reporting Act*; (c) *Equal Credit Opportunity Act-Regulation B*; (d) *Truth-In-Lending Act-Regulation Z*; (e) *CFPB Tila-Respa Integrated Disclosure Rule* and applicable regulations of the *Federal Home Loan Bank Board* and the *Comptroller of the Currency*.

e) No Untrue Statements. None of the statements or information contained in any document submitted with or included as part of the Loan Application package, or any document reviewed in connection with ResMac's underwriting decision, contains or will contain any misleading, false or erroneous statements, or omit facts necessary to make such statements or information accurate and understandable in every respect. All documents submitted are genuine and each mortgage and mortgage note is the legal valid and binding obligation of the maker thereof and is enforceable in accordance with its terms, except only as such enforcement may be limited by bankruptcy, insolvency, reorganization, and all parties to each loan had full legal capacity to execute all loan documents and convey the state therein purported to be conveyed and each loan document has been duly and properly executed by all parties there to and acknowledged, where required; all certified copies of original documents are true copies of the originals; the documents, instruments and agreements submitted for loan underwriting were not falsified and contain no untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the information and statements therein not misleading; no fraud was committed in connection with the origination of the loan. All other representations as to each such loan are true and correct and meet the requirements and specifications of all parts of this Agreement. Broker understands that by making this warranty contained in this subparagraph it is warranting the accuracy of all information contained in any Loan Application package submitted to ResMac, whether or not broker has knowledge of or reason to suspect, any inaccuracy.

f) Fraud Prevention. Broker shall advise each of its agents and employees that any individual participating in fraud or similar activity increasing the risk of delinquency may be subject to immediate termination. Broker shall cooperate in any fraud, delinquency or other investigations conducted by ResMac, or any institutional investor or regulatory agency. ResMac shall have the right to conduct quality control audits during Broker's normal business hours and to review those files related to Loan Application packages submitted to ResMac. Broker shall provide to ResMac copies of any written reports on regulatory audits of Broker's business and operations within five (5) business days of receipt of such reports.

g) Appraisal. Each Loan file contains an appraisal of the subject property signed prior to the approval of the Loan Application by a qualified appraiser, who had no interest, direct or indirect, in the subject property or in any loan made on the security thereof; and whose compensation is not affected by the approval or disapproval of the mortgage loan application. The appraisal was prepared in accordance with appraisal practices generally acceptable to institutional investors and includes information concerning comparable property values. At the time that the appraisal was made, the appraiser was in compliance with all applicable licensing and certification requirements in the state in which the subject property is located. The appraisal contains no false or intentionally misleading statement of material fact, and the appraiser has not intentionally withheld information necessary to prevent any material fact from being misleading. The appraisal is of a form customarily accepted by investors in residential mortgages.

h) Control of Documents. Except where Borrower has been asked to submit any loan documents directly to Broker, no Borrower shall have had in its direct or indirect possession or control any completed credit, income employment or deposit verification document.

i) Ownership. Broker shall have no direct ownership interest or financial interest in any property serving as security for a Loan, in any title company, escrow company or notary providing settlement services on a loan, nor shall Broker have any financial interest, whether evidenced by ownership or debt, in any property serving as security for a Loan at any time prior to funding of the Loan.

5. Financial Statements. Broker shall provide ResMac with copies of its financial statements during the term of this Agreement within ninety (90) days after the end of each fiscal year consisting of a balance sheet as of the end of such fiscal year, together with the related statement of income or loss and reinvested earnings and changes in financial position of Broker for such fiscal year, prepared by independent certified public accountants in accordance with generally accepted accounting principles. Broker shall also provide to ResMac, upon thirty (30) days prior notice, any other financial reports or statements reasonably requested by ResMac.

6. Books, Records, and Reports. Broker agrees to maintain usual and customary accurate books and reports with respect to all Loans. ResMac or any of its designees shall have the right, at reasonable business hours, to examine and audit the books, records, correspondence, collections, quality control and collection procedures and other papers and computer-stored information relating to any Loan Applications and Loans and to make copies there from.

7. Limited Power of Attorney. Broker irrevocably makes, constitutes and appoints ResMac its *attorney-in-fact* with full power of substitution for and on behalf and in the name of Broker (which ResMac is under no obligation to use) for the limited purpose of endorsing any checks, instruments or other papers in Broker's possession representing payments on Loans, to complete, execute, deliver and record other document to protect the interest of Borrower and ResMac in the Loan and in the collateral for the Loans.

8. Events of Default. Broker shall be in default under this Agreement in the event Broker commits any of the following acts or omissions (each herein referred to as "Events of Default"): a) any breach by Broker of any Representation or other material provision of this Agreement; (b) any negligent or fraudulent act or omission by Broker in connection with any Loan; c) the use by Broker of any non-industry standard form not provided or approved by ResMac in connection with any Loan; (d) any miscalculations or other errors which result from Broker's independent application and processing procedures as well as for its misuse of forms required by ResMac; (e) any violation of Broker of RESPA, including without limitation, any payments received by Broker in the nature of rate spread premium, service release premium, back points, discount points, broker rebates, and the like; (f) the exercise of a right of cancellation or right of recession by any Borrower; and (g) the dissolution, termination of existence, insolvency, business failure, appointment of a

receiver or custodian for benefit of creditors by, or the commencement of any case or proceeding under any bankruptcy or insolvency law by or against Broker or its subsidiaries (if any) unless said proceeding, if commenced against Broker or any of its subsidiaries is dismissed within sixty (60) days from the date it is filed; or (h) occurrence of any material adverse change in the financial or operating condition of Broker.

9. Remedies Upon Default. Upon the occurrence of an Event of Default ResMac may at its election, terminate this Agreement; exercise all rights and remedies available at law or in equity; and, in the instance where the Event of Default constitutes a “Repurchase Event”, require Broker to repurchase any Loan originated by Broker which is in such Repurchase Event default for the “Repurchase Price”. For purposes of this Agreement, the Events of Default which shall constitute Repurchase Events, are the following:

(a) Broker has failed to observe or perform or has breached any representation, warranty or covenant contained in this Agreement or any applicable Guidelines with respect to any Loan;

(b) Broker has been negligent in the performance of its responsibilities under this Agreement; or

(c) Broker has committed fraud or misrepresentation or has otherwise aided or abetted or assisted in the commission of fraud or misrepresentation by any third-party, or knew or should have known that a fraud was being committed and failed to act.

For purposes of this Agreement the term “Repurchase Price” shall mean the sum total of (i) the outstanding principal balance of the subject Loan, together with accrued unpaid interest thereon through the date the subject Loan is sold or date the collateral is liquidated; (ii) all advances by ResMac to Borrower and all charges due from the Borrower; (iii) all sums paid by ResMac to any senior lien holders, if any, to secure a first lien position; (iv) all other expenses, losses and damages incurred by and/or paid by ResMac in connection with the subject Loan or an investigation of said Loan or the servicing, sale or liquidation of the Loan and/or related collateral, including, but not limited to, reasonable attorney fees and court costs, property taxes, maintenance costs, insurance, appraisals, advertising, sales commissions, fines, and penalties; and (v) all service release premiums, yield spread premiums, or other compensation paid to Broker in connection with such Loans.

Broker's obligation to repurchase a Loan shall not be released, waived, limited, or mitigated by the fact that the property securing the Loan has been foreclosed upon or otherwise acquired by ResMac or a third-party, or if the Loan has been transferred by ResMac to a third party, it being understood that Broker's repurchase obligation extends to ResMac or its successors or assigns.

10. Indemnification by Broker. Broker agrees to indemnify, defend, and hold ResMac harmless from and against any and all liabilities, claims, losses, damages and out of pocket costs

(“individually a “Claim” and collectively the “Claims”) resulting from the commission of Broker of any Events of Default as hereinafter defined. Broker's obligation to indemnify ResMac shall not be affected by ResMac taking any of the following actions with or without notice to Broker: liquidation, repayment, retirement or sale or resale of any Loan; foreclosure of any Loan or the sale or resale of the property securing any Loan. ResMac shall have the right to assume the legal defense of both ResMac and Broker or to approve counsel for Broker if Broker’s counsel is to assume the legal defense of both ResMac and Broker, and ResMac shall be entitled to recover all reasonable legal fees incurred in connection with such Claims including fees and costs at both the trial and appellate levels.

11. Miscellaneous.

11.1 Notices. All notices required to be given herein shall be delivered in person or sent by certified or registered mail, return receipt requested, at the address set forth below or to such other address as either party may by notice indicate to the other from time-to-time. All notices shall be deemed delivered upon actual receipt or three (3) days after mailing, as herein set forth, whichever shall first occur.

11.2. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11.3 Delay - No Waiver. No delay in exercising, or failure to exercise any right, power or remedy accruing to ResMac through any breach or default of Broker under this Agreement, or any acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, shall impair any such right, power or remedy of ResMac; nor shall any waiver of any single breach or default be deemed a waiver of any breach or default thereafter occurring.

11.4 Entire Agreement; Amendments to Agreement. This Agreement sets forth the entire agreement between the parties hereto. This Agreement may not be amended, altered or changed except by written instrument signed by both parties hereto or by means of program announcements issued by ResMac.

11.5 Partial Validity. The inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provisions of this Agreement.

11.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

11.7 No Assignment by Broker. This Agreement shall not be assignable by Broker without the express written approval of ResMac, which approval ResMac may withhold at its sole

discretion.

11.8 Florida Law/Consent to Jurisdiction and Service. This Agreement shall be governed by the laws of the State of Florida. Broker agrees and consents to the exclusive jurisdiction of the Courts of Palm Beach County, Florida and hereby waives all right to demand a jury trial in any and all proceedings whether arising hereunder or under any other agreement or undertaking and irrevocably agrees to service of process by certified mail, return receipt requested, to the address set forth herein, or such address as may appear on ResMac's records.

11.9 Notice and Consent to Receive Information Broker hereby consents to the receipt of all notices, rate sheets, product information, advertisements and other business correspondence from Company via fax or e-mail to the following fax number(s) and e-mail address:

Fax number: _____

E-mail address: _____

Broker shall notify ResMac in the event of any change in fax number or email address.

ResMac consents to the receipt of all notices hereunder to the following email address:

E-mail address: ProductionSupport@Resmac.com

ResMac shall notify Broker in the event of any change in email address.

11.10 Electronic and Written Signature Authorization. ResMac and Broker recognize that the provisions of the Uniform Electronic Transaction Act and the Electronic Signature Act are applicable to this Agreement. Accordingly, once either the written or electronic signatures are affixed hereto by both parties, this shall be a legally binding agreement regardless of whether signed with a written or electronic signature. The same shall apply to any modifications or amendments hereto.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first hereinabove written.

BROKER:

Company Name: _____

By: _____

Its: _____
Print name and title

Street Address: _____

City, State, Zip: _____

Phone Number: _____

ResMac, Inc.

5400 Broken Sound Boulevard, NW, Suite 600
Boca Raton, Florida 33487

By: _____

Its: _____
Print name and title

EXHIBIT "A"

Broker is responsible for arranging the amount of its compensation and any fees directly with each Borrower, and agrees to provide this information to ResMac at the earliest opportunity in the loan application process. Broker shall be responsible for reviewing all loan product-pricing options with each Borrower and shall inform the Borrower of any compensation

In connection with submitting completed loan application packages to ResMac for processing and loan approval consideration, Broker agrees to provide the following services:

- 1.** Broker will educate prospective loan applicants (Borrowers) about the home buying and financing process and will advise Borrowers about the different types of loan products available from ResMac, and demonstrate how closing costs and monthly payment would vary under each product.
- 2.** Broker will analyze Borrowers' income and debt and pre-qualify Borrowers to determine the maximum mortgage that Borrowers may be able to afford.
- 3.** Broker will assist Borrowers in selecting a loan program.
- 4.** Broker will discuss with Borrowers the general underwriting ratios and general property underwriting guidelines of ResMac.
- 5.** After providing such counseling and pre-qualification services, Broker will assist Borrowers in completing a mortgage loan application.
- 6.** Broker will collect Borrower's financial information and such other related documents that are required by ResMac as part of the loan application process. In the event such information is not available at time of application, Broker will work diligently with Borrowers to obtain such information and promptly forward the material to ResMac.
- 7.** Broker will discuss ResMac's procedures and loan pricing options available to Borrowers.
- 8.** Broker will provide Borrowers with a copy of the CFPB's Your Home Loan Tool Kit, and a properly completed Loan Estimate within three (3) business days after the loan application is received or prepared in full compliance with the requirements of RESMAC and CFPB TRID.
- 9.** Broker will provide Borrowers with a properly completed Loan Estimate within three (3) business days after the loan application is received or prepared in full compliance with the requirements of CFPB's TRID rule.

- 10.** In the event Borrowers express interest in applying for an adjustable rate mortgage loan, at the time the application form is provided or before the Borrowers pay a non-refundable fee, whichever is earlier, Broker will provide Borrowers with a copy of the Federal Home Loan Bank Board's booklet entitled "Consumer Handbook on Adjustable Rate Mortgages" and a loan program disclosure for each adjustable rate mortgage loan program for which Borrowers express interest.
- 11.** Broker will provide Borrowers with such other forms, disclosures and/or documents that are otherwise required to be provided by Broker to Borrowers under applicable local, state and federal laws, rules and regulations that are applicable to Broker.
- 12.** Broker will order a property appraisal report reflecting the *bona fide* market value of the subject property from an appraiser who is duly qualified, licensed and who has no financial or other interest in the transaction.
- 13.** Broker will initiate all necessary processing related verification forms, including verifications of employment and deposit.
- 14.** Broker will initiate requests for mortgage and other loan verifications.
- 15.** Broker will assist Borrowers in understanding and clearing credit problems.
- 16.** Broker will provide the completed loan application package to the ResMac designated branch office for loan processing. The loan application package shall contain the completed loan application form, copies of all disclosures delivered to Borrowers and all other ResMac required documentation.
- 17.** Broker will maintain a "conversation log" to document all contact with Borrowers from the date of application through the date of loan closing.
- 18.** Broker will maintain contact with Borrowers builders/realtors and others involved in the transaction, as applicable, between application and closing to apprise them of the status of the application and to gather any additional information as needed to assist ResMac in processing, underwriting and, if approved, closing and funding the loan.
- 19.** In the event of loan approval, Broker will assist ResMac in coordinating the loan closing and obtaining any documents, which may be reasonably requested by the closing and post-closing departments of ResMac.