NON-EXCLUSIVE BROKER LOAN AGREEMENT

Liberty Mortgage Corporation (£i berty)' and ______ (the Bro ker)' enter into these Terms as of the date set forth beneath the Brokers' sig nature on the last page of these Terms and agree as follows:

- Registration of Loan Application Packages. Broker may register and deliver any Loan Application Package which complies with the relevant Rate Pricing Schedule and the Underwriting Guidelines to Liberty for its consideration. With each registration of an Application Package, Broker shall inform Liberty consistent with the applicable Rate Pricing Schedule, of the desired Note Rate and the appropriate buy-up or buy-down factors to be used to determine the premium or discount price pertaining to such Loan. Broker represents that the total compensation it has or will receive in connection with any Loan does not exceed the fair market value of the goods, facilities and services the Broker has provided to any party to the loan. [Upon request] Broker shall provide to Liberty a list of the goods, facilities and services it has provided, including the reasonable value of said goods, facilities and services.
- 1. b) Appraisals and Third Party Services. All appraisals must be performed by appraisers approved by or acceptable to Liberty and then currently acceptable to FNMA for the type of property securing the Loan, and in full compliance with all applicable laws including without limitation the Equal Credit Opportunity Act and the Fair Housing Act. The appraiser must have no interest, direct or indirect, in the property securing the Loan, and his or her compensation may in no manner be affected by the approval or disapproval of the Loan application by Liberty. Broker hereby acknowledges and agrees that with respect to Broker's enga gement of an appraiser or any other third party in connection with a Loan, Broker acts solely in its own behalf and not as the agent of, or otherwise on behalf of, Liberty. Broker further acknowledges and agrees that Liberty shall under no circumstances be responsible to pay for any appraisal or other third party services commissioned by or on behalf of Broker or to reimburse Broker for such appraisals or services. This includes field reviews, desk top reviews, and other appraisal services deemed necessary by Liberty.

2. Compensation for Services

- a) Fees from Liberty
 - Liberty may charge a fee to the Broker for the origination of a Loan Package and for other services actually performed.
- b) Fees from Borrowers

Nothing in these Terms prohibits the Broker from charging a reasonable fee to a Borrower for services actually performed. The Broker shall disclose all compensation from all sources to the Borrowers in compliance with applicable law. The Broker shall give Liberty a written explanation of any material difference between the compensation actually received by the Broker and the compensation disclosed to a Borrower in the Good Faith Estimate of Closing Costs. The Broker represents that it will not charge or accept from any person any compensation in excess of the fair market value of its services.

c) Remit Compensation at Closing

Liberty will cause the settlement agent at closing to remit to the Broker all Qualified Expenses and compensation for services provided to the borrowers and Liberty.

3. Broker Representations

At all times the Broker represents as follows:

- a) Duly Organized
 - The Broker is duly organized, validly existing, and in good standing under applicable law, and has authority to enter into these Terms and any other related agreements.
- b) Agreement is Duly Authorized
 - The Broker has authority to enter into and perform its obligations under these Terms. These Terms are valid and legally binding.
- c) Licenses and Approvals
 - The Broker has obtained all licenses and approvals from regulatory or other government authorities and Agencies necessary to originate and sell Mortgage Loans under these Terms.
- d) No Change in Circumstances
 - There has been no material change in the Brokers' ownership, management or financial condition. The Broker will notify Liberty immediately in writing upon any such change.
- 4. Mortgage Loan Representations

At all times the Broker represents as follows:

- a) Brokers execution, delivery and performance of this Agreement has been duly authorized and such actions do not and will not (i) violate any corporate charter, partnership certificate or agreement or similar document, by-laws or similar document, any contract or agreement or understanding by which Broker is bound or to which Broker is a party, or licensing requirements or other applicable law; (ii) require the consent of any governmental authority unless such consent has been obtained; or (iii) render Broker insolvent;
- b) Upon Brokers' execution, this Agreement will be a legal, valid, and binding obligation of Broker enforceable in accordance with its terms, subject only to applicable bankruptcy, reorganization, insolvency, or other similar laws affecting creditor rights generally;
- Neither Broker nor its agents know of any claim, suit, action, arbitration or legal or administrative or other proceeding pending or threatened against Broker which would affect its ability to perform its obligations under this Agreement;
- d) The execution of this Agreement and the consummation of the transaction contemplated hereby will not subject Liberty to any liability, duty or obligation arising from any acts, whether of omission or commission, of Broker, its employees and agents;
- e) In the taking of any Application, the preparation of any Loan Application Package, and the performance of any services in connection with this Agreement, Broker has complied with all applicable federal, state and local laws and regulations including, without limitation, the Real Estate Settlement Procedures, Equal Credit Opportunity, Fair Housing, Fair Credit Reporting and Truth-In-Lending Acts and regulations thereunder and any laws which impose a requirement upon Broker to obtain a Broker and Broker's compensation therefor;
- f) Each Application is on FNMA Form 1003 or such other form previously approved in writing by Liberty. Each Application has been completed in accordance with applicable law and the Underwriting Guidelines;
- No fee paid by a Borrower exceeds the maximum amount permitted by applicable law and/or Liberty and the Borrower/Broker Agreement complies with all relevant federal and state laws and regulations;
- h) Where required by applicable law, Broker will immediately record the mortgage Assignment in the name of £ib erty Mortgage Corporation" or such other entity as Liberty may designate. Each Mortgage Loan will be assigned to Liberty by endorsement of the Mortgage Note and a valid recorded assignment of the Mortgage to a party designated by Liberty. Broker warrants that it has not transferred the Mortgage Loan to any other person, and the assignment is free and clear of any claim.
- i) The Borrower has no set-offs, counterclaims or defenses to the Note or Mortgage, and the loan has not been rescinded. The Broker will return all required funds to a Borrower upon rescission under applicable law, and the Broker will not seek reimbursement from Liberty.
- j) Broker has no knowledge that any improvement located on or being part of the real property secured by the Mortgage is in violation of any applicable zoning law and regulation;
- k) The real property secured by the Mortgage and all improvements thereon are in good repair and free of substantial damage from any cause, including but not limited to flood, fire, accident, earthquake, hurricane, or other disaster or calamity.
- Neither Broker, Borrower, nor any other person or entity engaged by Broker, its officers, employees or agents which is involved in the Loan (including: without limitation, any appraiser or credit reporting agency) has made any false representation in and/or has failed to provide information that is true, complete, and accurate information necessary for Liberty to make a responsible underwriting decision; none of the Broker's statements to Liberty contain any untrue or incomplete material fact. No Mortgage has been originated through any type of fraud or deceit.
- m) Neither Broker, its officers or employees, nor any other person or entity engaged by Broker which is involved in the Loan (including without limitation, any appraiser or credit reporting agency) has received any direct or indirect benefit, fee, commission or other consideration of value from the Borrower or anyone else in connection with such loan except as those disclosed to the Borrower and not
- n) The Broker has not taken any action or failed to take any action under this Agreement which would cause a Mortgage Loan to be ineligible for sale into the secondary market or insurance coverage. The Broker is not now and has not within the last 12 months been the subject of any Agency exclusionary list.

- o) If the Broker provides the Mortgage Documents, each Mortgage Note and related Mortgage are 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.
- p) Each Mortgage Loan required having mortgage insurance have a policy that: i) complies with the Agency Guide and the Manual; and ii) is issued by an insurer acceptable to the Agency and Liberty.
- Each Mortgage Loan to be insured by FHA is eligible for FHA insurance.
- 5. Quality Control

Each Mortgage Loan must satisfy Liberty's quality control and audit requirements, including independent verifications of Mortgage Loan information. Liberty may perform an on-site review of the Broker's records a nd procedures upon reasonable advance notice.

6. Indemnification

The Broker shall indemnify Liberty and shall hold Liberty harmless from and against any and all losses, liabilities, penalties, damages or other harm or injury that Liberty may incur or that may be asserted by any person or entity. This includes reasonable attorneys' fees and court costs, arising out of: a) any untrue or incomplete statement made by the Broker to Liberty or fraud committed by the Broker; b) any breach by the Broker of any of the Broker's representations, warranties or obligations under these Terms; and/or c) any act, or failure to act or perform any term, or obligation of the Broker under these Terms.

- 7. Mortgage Loan Repurchases
 - a) Breach

The Broker shall repurchase any Mortgage Loan (or the Mortgaged Property if title is held by Liberty or its designee) if the Broker breached any warranties or fails to satisfy any of its representations, warranties or obligations under this Agreement.

b) Sale to Alternate Investors

If the Broker is required to repurchase a Mortgage Loan under Section 7a, Liberty may, in its sole discretion, sell such Mortgage Loan to an alternate investor. The Broker shall reimburse Liberty for: i) the difference between the amount paid by Liberty to the Broker for such Mortgage Loan and the amount paid by such investor to Liberty for the Mortgage Loan; and ii) Liberty's reasonable costs and expenses for the sale of such Mortgage Loan to such investor.

8. Right of Set Off

Liberty may withhold any amounts due to the Broker and set off such amounts and any other funds in Liberty's possession against Broker's outstanding obligations under these Terms. Liberty may withhold such amounts and apply such funds without demand on the Broker.

9. Early Prepayment

If the Broker refinances a Mortgage Loan within 120 days after Liberty purchases such Mortgage Loan, Liberty may, in its discretion, require the Broker to reimburse to Liberty any Broker's fees and ot her such amounts paid by Liberty to the Broker in connection with Liberty's purchase of such Mortgage Loan.

10. Financial Statements

On the date of these Terms and each year afterwards, the Broker will give fiscal year-end statements to Liberty. Liberty may also require the Broker to provide interim financial statements.

11. Termination

These Terms shall remain in effect until terminated as follows:

- a) Without Cause
 - Either party may terminate these Terms without cause upon 15 days prior written notice.
- b) With Cause

Either party may terminate these Terms immediately after giving prior written notice to the other party if the other party: i) commits fraud or makes a material misrepresentation under these Terms; ii) breaches any representation, warranty or obligation under these Terms; or iii) experiences a material adverse change in its ownership, management or circumstances, financial or otherwise.

c) Effect of Termination

Termination will not affect any of the Brokers' obligations for Mortgage Loans sold or commitments issued before the termination date. Without limiting the above, Sections 3-12, 21 and 22 will survive the termination of these Terms. If these Terms are terminated for cause, Liberty may terminate any outstanding Mortgage Loan purchase commitments, including Committed Loans.

12. Notices

All notices under these Terms will b	e in writing and delivered personally, transmitted by fax (and confirmed by telephone), mailed by registered or
certified mail with postage prepaid ar	nd return receipt requested or sent by commercial overnight courier.
If to Liberty, forward to:	With a copy to:

n w laberty, forward to.	with a copy to.
Liberty Mortgage Corporation	
3720 Davinci Court,	
Suite 150	
Norcross, GA 30092	
If to a Broker, forward to:	With a copy to:

13. Assignment

Neither party may assign these Terms without the prior written consent of the other party. However, Liberty may assign its rights to any Affiliate without the prior written consent of the Broker. Nothing in these Terms is intended to benefit or bind any person other than the Broker and Liberty.

4. Amendment

Liberty and the Broker must execute any amendment to these Terms in writing. However, Liberty may revise the Manual at any time. Liberty will work in good faith with the Broker to accommodate any Mortgage Loan in the Broker's pi peline'at the time of such Manual revision.

15. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and merges all prior oral negotiations. This Agreement is not to be altered, changed, supplemented, or modified except by subsequent written instrument executed by the Parties as provided above.

The Parties further agree that, after the execution of this Agreement, the Parties shall cooperate to effectuate the terms of this Agreement and, in that regard, shall execute other documents and instruments at any time and from time to time as may be required by the other party to fulfill the terms of this Agreement.

16. Waiver

No waiver of any right or obligation under these Terms will act as a waiver of any later event.

17. Governing Law

The laws of the State of Georgia, excluding its conflict of law rules, will govern these Terms. The Broker agrees to the jurisdiction of Georgia courts and service of process under the Georgia long arm jurisdiction. The parent company waives any objections based on jurisdictional matters.

18. No Agency or Joint Venture Created

These Terms will not cause Liberty and the Broker to become partners or agents of one another.

19. Arbitration

Any dispute or claim under these Terms will be resolved by final and binding arbitration by JAMS under its streamlined Rules and Procedures in effect at the time of the Arbitration. The parties will share all expenses for the JAMS services and the arbitrators. However, each party will bear its own costs of participating in the arbitration. Arbitration will not affect any termination rights under these Terms.

20. Confidentiality

The Broker will keep confidential, and will cause its employees and agents to keep confidential, any and all information obtained from Liberty which is designated as confidential, and will not use such information for any purpose other than those intended by these Terms. However, the broker will not be subject to this obligation for any information provided to it by Liberty which either: a) was in the Broker's possession at the time of Liberty's disclosure and was not subject to any confidentiality obligations; b) was in the public domain at the time of Liberty's disclosure, or subsequently enters the public domain through no act or failure to act on the part of the Broker; c) is lawfully obtained by the Broker from a third party; d) Liberty agrees in writing may be provided to a third party; or e) is required to be disclosed by applicable law, regulation, rule or court order.

21. Privacy

- All Customer Information in the possession of the Broker is and shall remain confidential and proprietary information of Liberty except: i) as otherwise set forth in this Agreement; and ii) information independently obtained by the Broker and not derived in any manner from information obtained under or in connection with this agreement.
- b) The Broker shall not disclose any Customer Information to any person or entity including, but not limited to, any of the Brokers employees, agents, contractor, or to any third party without a need to know such information. Any such disclosure shall be made only for the purpose of carrying out the Brokers express purposes and obligations under this Agreement, and for no other purpose, and the information shall be maintained as confidential by such person or third party except as required to carry out the Brokers' express purposes or obligations under this Agreement. The Broker shall ensure that each such person to whom the Broker discloses Consumer Information shall first be advised of and agree to abide by the provisions of this paragraph prior to any such disclosure of information.
- c) The Broker shall use the Customer Information only for the express purposes set forth in this Agreement. The Broker shall not re-use the Customer Information for any purposes or sell or transfer to any third parties.
- The Broker shall maintain at all times an Information Security Program.
- The Broker shall assess, manage, and control risks relating to the security and confidentiality of Customer Information, and shall implement the standards relating to such risks in the manner set forth in the Interagency Guidelines Establishing Standards for Safeguarding Customer Information set forth in 12 CAR Parts 30, 208 et al.
- f) Without limiting the scope of the above, the Broker shall use at least the same physical and other security measures to protect all Customer Information in the Brokers possession or control, as the Broker uses for its own confidential and proprietary information.
- If Liberty provides an Account Number to the Broker to enable the parties to carry out the purposes of the Agreement, the Broker shall: i) g) use such Account Number only for such specific purpose and for no other purpose; and ii) destroy all records relating to such Account Number upon Liberty's req uest.
- In no event shall the Broker use any Account Number to: i) market any product or service of the Broker or any other person or entity (other h) than Liberty); or ii) initiate changes to any Customer's loan account.
- From time to time upon Liberty's request, the Broker shall allow Liberty during normal business hours to inspect the Broker's books and records relating to the Brokers: i) c ompliance with the Privacy Requirements; and ii) Information Security Program.
- The Broker shall comply with all Privacy Requirements.

22. **Definitions**

Account Number An account number or similar form of access number relating to a Customers' mortgage loan or other financial product

or service with or from Liberty.

An entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common

control with, another entity. For purposes of this definition, to ntrol," tontrolled by;" and tin der common control with" means the direct or indirect possession of ordinary voting power to elect a majority of the board of directors or

comparable body of an entity.

Fannie Mae, Freddie Mac, FHA, HUD, GNMA, a Private Investor and/or, a mortgage insurance company, as Agency

applicable.

Agency Automated System Fannie Maes Deskto p Underwriting System™ and/or Freddie Macs Loan Prospector System™ a) Any GNMA and HUD Handbook and Securities Guide; b) The Fannie Mae Selling and Servicing Guides; c) The

Freddie Mac Sellers' and Servicers' Guides, and/or; d) Any guide or instructions provided from time to time by a Private Investor or mortgage insurance company, in each case as such Agency Guide may be amended from time to

time.

Application The formal written application on FNMA Form 1003 or such other form as may be approved by Liberty, completed by

a borrower and submitted to Broker.

A prospective borrower who submits a Loan Application to Broker and/or closes a Loan under this Agreement. Borrower

Borrowers Fee An amount, which may be expressed as a percentage of the Loan amount, which Borrower agrees separately in writing

with Broker to pay Broker for its performance of certain specified services relating to Borrowers L oan.

Borrower/Broker An agreement executed between Borrower and Broker, in a form acceptable to Liberty and delivered

Agreement to Liberty with the Loan Application Package pursuant to requirements as established by Liberty from time to time, in which Borrower: agrees to pay the applicable Borrowers Fee to Broker; attests that

such Broker Fee is reasonable for services actually performed by Broker or, if applicable, by any

correspondent Liberty or other co-broker involved in the transaction; and, authorized such payment

to be taken directly from the Loan proceeds.

The mortgage broker identified below.

Broker Fee Sheet An agreement provided by Liberty and executed by Broker in advance of Loan Closing indicating that all outstanding

conditions have been met, listing all scheduled fees to be disclosed at Closing on the HUD-1 Settlement Statement, including but not limited to the Borrowers' Fee and the appraisal fee, and listing all broker services actually performed

by Broker.

Any day other than a Saturday or Sunday, or day on which banking and savings and loan institutions in the State of

Georgia are authorized or obligated by law or executive order to be closed.

Closing The event at which Borrower executes and delivers the Note, Mortgage, and all other documents required by Liberty.

Committed Loan A Mortgage Loan which has been locked-in by Liberty or registered by the Broker with Liberty.

Contract Underwriter Any nonemployee of Liberty Mortgage Corporation who is designated by Liberty to underwrite Mortgage Loans.

Any customer of Liberty, including, but not limited to, any person who (a) applies to Liberty for a financial product or service; (b) has obtained any financial product or service; and/or (c) has a mortgage loan serviced or subserviced by

Liberty.

Customer Information Any personally identifiable information or records in any form (written, electronic, or otherwise) relating to a Customer, including, but not limited to, a Customers' name, address, telephone number, relationship with Liberty, loan number, loan payment history, delinquency status, insurance carrier or payment information, tax amount or payment

information, and any other personally identifiable information.

Disbursement Date The date following the Loan Closing, and the expiration of any rescission period related thereto, when Liberty

disburses Loan proceeds to Borrower or its agent and to other parties, including Broker, as appropriate.

FHA The Federal Housing Administration or any successor to FHA.

Fannie Mae or any successor to Fannie Mae (also known as the Federal National Mortgage Association or FNMA).

The Federal Home Loan Mortgage Corporation or any successor.

GNMA The Government National Mortgage Association or any successor to GNMA.

The United States Department of Housing and Urban Development or any successor to HUD. Information Security The Brokers inf ormation security program to (i) insure the security and confidentiality of Customer Information; (ii) protect against any anticipated threats or hazards to the security or integrity of the Customer Program

Information; and (iii) protect against unauthorized access to or use of the Customer Information that could result in

substantial harm or inconvenience to any Customer.

Liberty Mortgage Corporation.

Liberty Compliance A form provided by Liberty for execution by Borrower, stating that Broker has complied with various Notices

required compliance notices, including but not limited to: the ECOA right to appraisal disclosure, the FCRA credit report disclosure, and other disclosures related to employment certifications, authorization to release information, anticoercion statement, flood insurance notification, and occupancy affidavit. This form may be changed by Liberty.

Loan The Note, the related Mortgage and other required documentation evidencing a closed-end single-family residential mortgage loan, including second mortgages and home equity lines of credit originated by Broker and purchased by

Liberty pursuant to this Agreement.

The Borrower's Applicati on, merged credit report including two repositories with FICO score and Loan Application Package or Application Package any other documentation required to be submitted by Broker to Liberty pursuant to this Agreement.

The complete, accurate and genuine Mortgage Loan file submitted by the Broker to Liberty for underwriting review, including, but not limited to: a) Mortgage Loan application; b) Supporting credit information; c) Verification of deposits, employment and payment histories; d) Initial Truth-In-Lending disclosures; e) RESPA Good Faith Estimate

3

d)

i)

Affiliate

Agency Guide

Broker

Business Day

Customer

Fannie Mae Freddie Mac

HUD

Liberty

Loan Package

of closing costs; f) RESPA booklet; g) Initial RESPA transfer of servicing disclosures; h) Notice to applicant of right to receive copy of appraisal; i) Original appraisal and survey; j) All other items required by the Manual and applicable law The process by which Broker submits a Loan Application Package to Liberty for Consideration under this Agreement, which may be amended at any time at Liberty's s ole discretion.

Manual Liberty's Broker Operations Manual, Buy Price Policy, Product Description Manual, and Liberty's Code of Ethics. The Manual is made a part of this Agreement.

Mortgage A security deed, deed to secure debt, mortgage, deed of trust, or other such security instrument that is executed by a Borrower conveying and pledging the Mortgaged Property as security for repayment of a Mortgage Note. The mortgage, deed of trust or similar instrument securing the Note with real property.

All documents required by the Manual, applicable law, an Agency, and/or a private mortgage insurer to originate and service a Mortgage Loan. If a Mortgage Loan closes in the Broker's name, the Mortgage Documents must include an

endorsement of the Mortgage Note made payable to the order of Liberty and a recorded assignment of the Mortgage.

Mortgage Loan

A residential mortgage loan that is: a)Secured by a Mortgage; b)Originated by the Broker; and c)Assigned by

the Broker to Liberty under these Terms.

The real property, together with the one-to-four family dwelling and any other improvements situated on such

real property, that have been conveyed or pledged by a Borrower under a Mortgage as collateral to secure the obligation under a related Mortgage Note.

Note The promissory note evidencing a Borrower's obl igation to repay a Loan.

Note Rate The stated interest rate on a Note, which shall not exceed any limitations imposed by state or federal law.

Privacy Requirements a) Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq.; (b) the applicable federal regulations implementing

such act and codified at 12 CFR Parts 40, 216, 332, and/or 573; (c) Interagency Guidelines Establishing Standards For Safeguarding Customer Information and codified at 12 CFR Parts 30, 208, 211, 225, 263, 308, 364, 568, and 570; and (d) other applicable federal, state and local laws, rules, regulations, and orders relating to the privacy and security of

Customer Information.

Mortgaged Property

Private Investor The entity other than Fannie Mae, Freddie Mac or GNMA that purchases a Mortgage Loan from Liberty.

Product Grids A schedule or matrix provided by Liberty to Broker from time to time and incorporated into the Underwriting

Guidelines, summarizing the underwriting criteria for the various loan products offered by Liberty.

Qualified Expenses

Credit report fees, appraisal fees, survey fees, and certain other fees paid by a Broker on behalf of the Borrower.

A schedule or matrix provided by Liberty to Broker from time to time setting forth Note Rates for various types of

Loans offered by Liberty for closing and funding. Each Rate Pricing Schedule is effective as of the date and time indicated thereon and shall remain effective until automatically superceded by Liberty's subsequent issuance of a new

Rate Pricing Schedule.

Underwriting Those requirements, procedures and guidelines, which Broker must meet and comply with prior to Liberty's approval,

closing or funding of any Loan under this Agreement. The Underwriting Guidelines shall also include, without limitation, Liberty's business procedures, and any other updates, revisions, announcements, literature or other related communication from Liberty to Broker, all of which are effective upon their transmittal by Liberty to Broker.

Corporate Name of Broker Business:		Liberty Mortgage Corporation:
By:		Herbert F. Palmertree
	Print Name	Print Name
Title:	D. (1774)	First Vice President, National Director of Sales
	Print Title	Print Title
Signature:		
Date Executed:		