

MASTER LOAN PURCHASE AGREEMENT

**PFN LENDING GROUP, INC.,
DBA PRIORITY FINANCIAL NETWORK**
(Purchaser)

[
(Seller)]

Servicing Released Mortgage Loans
Non-Delegated Correspondent

Effective as of _____, _____, 202__

MASTER LOAN PURCHASE AGREEMENT
NON-DELEGATED CORRESPONDENT

This Loan Purchase and Sale Agreement (the "Agreement") is entered into this _____ day of _____ 20____, by and between PFN Lending Group, Inc., dba Priority Financial Network ("PFN"), having its principal place of business at 5016 N Parkway Calabasas, Suite 200, Calabasas, CA 91302 and _____

_____ as seller (in such capacity and its successor and/or assigns, the "Seller").

RECITALS

The Seller is in the business of originating, closing and funding loans secured by one-to-four family residential real estate for sale into the secondary market, and PFN is in the business of purchasing and servicing such loans.

From time to time, the Seller may offer loans to PFN for purchase on a servicing-released basis.

The Seller wishes to sell to PFN and PFN wishes to purchase loans secured by one- to-four family residential real estate on the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the mutual covenants made herein and for other good and valuable consideration, the parties agree as follows:

ARTICLE 1

GENERAL

1.1 Definitions. Unless defined elsewhere in this Agreement or the context otherwise requires, the following capitalized words and phrases shall have the following meanings:

- a. Applicable Law: Any federal, state or local constitution, statute, rule, regulation, ordinance, administrative guidance or similar legal requirement or authority whether issued by a governmental or quasigovernmental entity or agency or any applicable and valid order, verdict, judgment or consent decree applicable to (i) the creation, formation or maintenance of business entities; (ii) compensation to employees or independent contractors; (iii) the taking of applications for or origination, processing, closing, funding, sale, collection, enforcement or servicing of Loans; or (iv) any Loan related activity.
- b. Assignment of Mortgage: An assignment of the Mortgage, notice of transfer or equivalent instrument in recordable form, sufficient under the laws of the jurisdiction wherein the related Mortgaged Property is located to reflect the sale of the Mortgage to PFN, or if the related Mortgage has been recorded in the name of MERS or its designee, such actions as are necessary to cause PFN to be shown as the owner of the related Mortgage on the records of MERS for purposes of the system of recording transfers of beneficial ownership of mortgages maintained by MERS.
- c. Business Days: Any day other than Saturday or Sunday or a day on which banks in

California or New York are closed.

- d. Custodian: The custodian designated by PFN from time to time.
- e. Guidelines: All published guidance documents of PFN, or Fannie Mae, GNMA, HUD, FHA and any other agency or secondary market investor that PFN may designate, as applicable, including without limitation PFN's Seller Guide, all announcements, bulletins, web postings, circulars, automated underwriting systems communications, mortgagee letters, handbooks and policies and procedures now or hereafter existing which were in effect at the time of origination, closing, funding, servicing or sale of the Loan all of which may change at any time without notice to Seller.
- f. Interim Servicing Period: The period from the consummation of the Loan to the earlier of the Purchase Date of the related Loan or the date PFN notifies Seller that it will not purchase the Loan.
- g. Loan: means a loan secured by a one-to-four family residence together with the Servicing Rights and all other rights, benefits and proceeds arising out of or in connection with such loan.
- h. MERS: Mortgage Electronic Registration Systems, Inc., a Delaware corporation, or any successor in interest thereto.
- i. MERS Loan: Any Loan as to which the related Mortgage or Assignment of Mortgage has been registered with MERS on the MERS System.
- j. MERS System: The system of recording transfers of Mortgages electronically maintained by MERS.
- k. Mortgage: The mortgage, deed of trust or deed to secure debt, including any riders and addenda, securing a Note, which creates a lien or security interest in real property securing the Note.
- l. Mortgage Loan Disclosure: Any disclosure, notice or other document that must be provided to a Mortgagor or other party by or on behalf of a loan originator or creditor in connection with an application for a Loan or a Loan pursuant to Applicable Law and the Guidelines.
- m. Mortgage Loan Documents: With respect to each Loan, the application; the Note; the Mortgage; the Mortgage Loan Disclosures; the Assignment of Mortgage; the title insurance commitment; the final title insurance policy; any insurance certificate, guaranty or other evidence of insurance; any documents necessary to support the purchase of the Loan in accordance with the Guidelines and under Applicable Law; and other documents executed or delivered or required to be executed in connection with a Loan; and all other documents and information that were or are in Seller's possession with respect to such Loan.
- n. Mortgagor: The obligor on a Note.

- o. Note: A note or other evidence of the indebtedness of a Mortgagor secured by a Mortgage.
 - p. Purchase Advice: The document from PFN to Seller communicating its intention to purchase a Loan in the form attached hereto as Exhibit B which form PFN may modify from time to time without notice to Seller.
 - q. Purchase Date: Each date PFN purchases one or more Loans from Seller.
 - r. Purchase Price: As defined in Section 2.3.
 - s. Repurchase Price: As defined in Section 5.3b.
 - t. Servicing Rights: With respect to each Loan, any and all of the following: (i) all rights to service the Loan; (ii) possession and use of any and all servicing files pertaining to the Loans or pertaining to the past, present or prospective servicing of the Loan; (iii) all right and benefit relating to the direct solicitation of the related Mortgagors for refinance or modification of the Loan and the attendant right, title and interest in and to the list of such Mortgagors and data relating to their respective Loan; and (iv) all agreements or documents creating, defining or evidencing any of the foregoing rights to the extent they relate to such rights.
 - u. Seller Guide: Any Seller Guide issued by PFN which is and shall be incorporated into this Agreement by reference and which PFN may modify from time to time with or without notice to Seller.
- 1.2 Seller Responsibilities. With respect to each Loan submitted by Seller to PFN for purchase, Seller shall furnish to PFN, at Seller's expense, the Mortgage Loan Documents and such additional items as PFN may from time to time require prior to making a decision on whether to purchase a Loan and in order to service the Loan during the Interim Servicing Period.
- 1.3 Due Diligence. Seller shall provide to PFN copies of its license and qualifications to conduct business in each state for which Seller originates, closes or funds Loans; financial statements; proof of any errors and omissions insurance or bond coverage; and other documents or information PFN requests in order to ensure Seller's compliance with this Agreement or as required by Applicable Law. Seller shall grant PFN and its representatives' access to its office and records during normal business hours so that PFN may audit Seller's performance under this Agreement.
- 1.4 Fees and Expenses. Seller shall pay all of its own expenses incurred in connection with this Agreement the transfer of servicing to PFN and the transfer of the Loans as contemplated hereunder. PFN shall pay all of its own expenses incurred in connection with this Agreement, except for any amounts for which Seller is obligated to indemnify PFN under this Agreement.
- 1.5 Communications Received by Seller. Within five (5) days of receipt by Seller, Seller shall forward to PFN all communications, inquiries and remittances which Seller may receive with references to any Loan serviced or sold pursuant to this Agreement. Seller shall promptly

provide such other information as PFN may reasonably request.

- 1.6 Endorsement of Instruments and Powers of Attorney. Seller hereby irrevocably authorizes and empowers PFN without notice to Seller, whether in its name or in the name of Seller, to endorse in the name of Seller any checks, drafts or other orders payable to Seller for applications to the respective Loan, and for Loans PFN purchases, this authority shall be irrevocable until the Loan has been fully paid and discharged. Seller hereby appoints PFN its attorney-in-fact for carrying out the purposes of this Agreement and shall execute a Power of Attorney in the form attached hereto as Exhibit A simultaneous with the execution of this Agreement and in substantially the form of the attached Exhibit A, which is incorporated into this Agreement, as and when requested by PFN subsequent to the execution of this Agreement.

ARTICLE 2

PURCHASE AND SALE OF LOANS

- 2.1 Loans Eligible for Purchase. Seller may offer to PFN and PFN may agree to purchase certain Loans, which conform to the Guidelines and Applicable Law. The Loan types eligible for purchase are subject to change from time to time in PFN's sole discretion. The decision to purchase a Loan shall be made by PFN in its sole discretion. The fact that PFN has conducted or has not conducted any partial or complete examination of the Mortgage Loan Documents shall not affect PFN's or any of its successors' right to demand repurchase or other relief or remedy provided for in this Agreement.
- 2.2 Agreement to Purchase. PFN may purchase and Seller may sell eligible Loans from time to time on a loan-by-loan basis with servicing released pursuant to the terms of this Agreement. Seller shall not present to PFN a Loan that is being considered by another purchaser or investor or for which purchase has been denied or rejected by another party. Seller shall use its best efforts to close each Loan that is presented to PFN and, upon closing Seller's commitment to deliver such Loan to PFN shall become mandatory. If Seller fails to deliver the Loan in accordance with this Agreement, Seller shall pay to PFN a fee as provided by the Guidelines. PFN may, in its sole and absolute discretion, revoke any price PFN quoted for a Loan if Seller provided to PFN incomplete or inaccurate information.
- 2.3 Purchase Price. The Purchase Price for each Loan shall be as stated in the Purchase Advice.
- 2.4 Transfer of Ownership. Upon the Purchase Date, the ownership of the Mortgage Loan Documents and Servicing Rights with respect to the Loan shall be vested in PFN and the ownership of all other records and documents with respect to the related Loan prepared by or which come into the possession of Seller shall vest in PFN. Within five (5) days of its receipt, Seller shall deliver to PFN any documents that come into its possession required to be contained in the Mortgage Loan Documents with respect to any Loan following the sale or the Loan to PFN. All documents with respect to any Loan in the possession of Seller following PFN's purchase of the Loan shall be held by Seller for the benefit of PFN, its successors and assigns.
- 2.5 Assignments of Mortgage. In connection with the assignment of any MERS Loan, Seller agrees that, within three (3) days after the Purchase Date, it will cause the MERS System to indicate that such Loan and the related Servicing Rights have been assigned to PFN by Seller as the beneficial owner and servicer of such Loan.

- 2.6 Delivery of Mortgage Loan Documents. Seller shall, at least five (5) Business Days prior to the related Purchase Date (or such earlier date as PFN may reasonably request), deliver and release to the Custodian the Mortgage Loan Document with respect to each Loan. To the extent that any such Mortgage Loan Documents have been delivered for recording and have not yet been returned to Seller by the applicable recording office, Seller shall promptly following receipt by it of such Mortgage Loan Documents from the applicable recording office, deliver such documents to PFN or its designee; provided, however, that the original recorded document or a clerk-certified copy thereof shall be delivered to PFN no later than one hundred eighty (180) days following the related Purchase Date, subject to the following paragraph.

In the event that such original or copy of any documents submitted for recordation to the appropriate public recording office is not so delivered to PFN or its designee within one hundred twenty (120) days following the related Purchase Date, and in the event that Seller does not cure such failure within sixty (60) day after receipt of written notification of such failure from PFN, the related Loan shall, upon the request of PFN, be repurchased by Seller at the Repurchase Price. The foregoing repurchase obligation shall not apply in the event Seller cannot deliver such original or clerk-certified copy of any document submitted for recordation to the appropriate public recording office within the specified period due to a delay caused by the recording office in the applicable jurisdiction; provided that Seller shall instead deliver a recording receipt of such recording office or, if such recording receipt is not available an officer's certificate of a servicing officer of Seller, confirming that such document has been accepted for recording and that Seller shall immediately deliver such document upon receipt; and, provided further that if Seller cannot deliver such original or clerk-certified copy of any document submitted for recordation to the appropriate public recording office within the specified time for any reason within twelve (12) months after receipt of written notification of such failure from PFN, Seller shall immediately repurchase the related Loan at the Repurchase Price.

To the extent received by it, Seller shall promptly forward to PFN, or its designee, original documents evidencing an assumption, modification, consolidation or extension of any Loan sold to or serviced by PFN under this Agreement.

ARTICLE 3

INTERIM SERVICING

- 3.1 Temporary Servicing of Loans. Seller to act as servicer of Loans for the Interim Servicing Period. All funds received pursuant to each Loan during the Interim Servicing Period that are payable to Seller shall be applied to each Loan in accordance with the related Mortgage Loan Documents and Applicable Law. For amounts PFN receives after the Loan is purchased, in accordance with the Purchase Advice, the funds shall (a) be retained for its own account if the funds are payable to PFN, or (b) remitted to Seller if funds are due Seller.
- 3.2 Directions by Seller during Interim Servicing Period. During the Interim Servicing Period PFN shall not waive, modify or vary any term of any Loan without the prior written approval of Seller. PFN may exercise its discretion in determining whether or not to advance any amount in connection with a Loan and shall not be obligated to make any advance during the Interim Servicing Period without the prior written approval of Seller.

During the Interim Servicing Period if any payment due under any Loan is not paid when the same becomes due and payable or PFN becomes aware that the Mortgagor failed to perform any obligation under the Note or Mortgage and such failure continues beyond any applicable grace period, PFN shall so notify Seller and take such action as directed by Seller in writing.

- 3.3 Mortgage Loan Documents. Mortgage Loan Documents delivered to PFN during the Interim Servicing Period and in connection with its servicing of the related Loan shall be held by PFN in trust for the benefit of Seller as the owner of such Loan and shall be available for review by Seller at its request. PFN's possession of any Mortgage Loan Document while Seller is the owner of the related Loan is at the will of Seller and in a custodial capacity only.
- 3.4 Limitation on Liability of PFN. The duties and obligations of PFN in its capacity as the interim servicer of the Loans shall be determined solely by the express provisions of this Article. PFN as interim servicer shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Article and no implied covenants or obligations shall be read into this Agreement against it as interim servicer. Neither PFN nor any of its directors, officers, employees or agents shall be under any liability to Seller for any action taken or for refraining from the taking of any action in accordance with the Mortgage Loan Documents and Applicable Law and otherwise in good faith pursuant to this Agreement or for errors in judgment. PFN and any director, officer, employee or agent of PFN may rely on any document of any kind, which it in good faith reasonably believes to be genuine and to have been adopted or signed by the proper authorities respecting any matters arising hereunder.

ARTICLE 4 WARRANTIES

- 4.1 Warranties. Representations and Covenants Regarding the Seller. Seller represents, warrants and covenants to PFN that, with respect to itself, including each office or branch operated by Seller and any of its owners, directors, officers, employees, agents, independent contractors, licensees and other personnel originating Loans under Seller's license to originate Loans, the following are true and correct as of the date hereof and shall remain true and correct during the term of this Agreement:
- a. Seller does not employ or contract with any party listed on a debarment list, exclusionary list, or any similar list maintained by any governmental or quasi-governmental agency.
 - b. Seller is and shall continue to be a duly organized and validly existing entity and that it is in good standing under applicable law of the state of its organization.
 - c. Seller is duly licensed, registered and approved to perform the activities set forth in this Agreement in the jurisdictions in which it conducts business and where the property securing a Loan is located. Seller shall maintain such licenses, registrations and approvals in good standing throughout the term of this Agreement. Seller shall submit copies of all licenses, registration and approvals to PFN upon execution of this

Agreement and upon request by PFN.

- d. Seller shall notify PFN immediately if any license, registration or approval is not renewed or is suspended, terminated or cancelled for any reason or if Seller fails to be in compliance with qualification, registration or licensing laws of any jurisdiction where it conducts business.
- e. Seller shall notify PFN immediately if any government or other agency has made any adverse finding or taken any adverse action with respect to Seller or its owners, directors, officer, employees or agents, including any formal or informal administrative action.
- f. Seller has the requisite power and authority to execute and deliver this Agreement, and to originate, close and fund Loans in accordance herewith, and Seller will have done all acts necessary to approve the execution and delivery of this Agreement.
- g. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement shall (i) conflict with, result in a breach of or constitute a default under any of Seller's organizational documents or any instrument or agreement to which Seller is a party or by which it or its properties may be bound, or (ii) be in violation of Applicable Law.
- h. No consent, waiver or approval of any entity (public or private) is or will be required in connection with the execution, delivery, performance, validity or enforcement of this Agreement or any other agreement, instrument or document to be executed or delivered in connection herewith or pursuant hereto.
- i. There is no pending or threatened suit, action, arbitration, legal, administrative, or other proceeding or investigation against Seller or its current or former owners, officers, directors, employees, representatives and agents would prevent the execution, delivery, and performance by Seller of its obligations under this Agreement or which could have a material adverse effect upon Seller's business, assets, financial condition or reputation or upon any Loan submitted to PFN.
- j. Seller is not a party to, bound by or in breach or violation of any agreement or instrument, or subject to or in violation of any statute, order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over it, which materially and adversely affects, or may in the future materially and adversely affect, the ability of Seller to perform its obligations under this Agreement.
- k. Seller has not entered into any agreement, commitment or understanding and has no plans to enter into any agreement, commitment or understanding to merge with or into, or sell all or substantially all of its assets to, any other person or entity or dissolve, liquidate or otherwise terminate its corporate rights, existence or franchise.
- l. This Agreement, when duly executed by Seller and PFN, shall represent a legal, valid and binding obligation of Seller, enforceable against Seller, including its officers, directors, employees, representatives, and agents in accordance with its terms

- m. All information, reports and other documents submitted by Seller to PFN in connection with PFN's review and approval of Seller continue to be true, correct and accurate and no such information, reports or other documents contain any untrue statement of fact or omit to state a fact necessary to make the statements contained herein or therein not misleading.
- n. No representation, warranty or written statement made by Seller in connection with this Agreement or in any Mortgage Loan Document or any document submitted to PFN in connection with the transactions contemplated hereby by Seller contains, or will contain, any untrue statement of material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein not misleading, irrespective of whether Seller has no prior knowledge of an untrue statement of material fact or omission of material fact.
- o. Seller shall make prompt, timely, full, accurate, and truthful disclosures to PFN of facts, information and documentation Seller may know, suspect, or have actual or constructive notice that could or has affected the validity, collectability, marketability or enforceability (including realization on the security) of any Loan submitted to PFN, including all facts, information and documentation relating to any disputes, proceedings, litigation or governmental action threatened, anticipated, or pending, respecting the Loan, the Mortgagor, or property securing the Loan, as well as all facts, information and documentation relating to the Loan, the Mortgagor, the Mortgagor's creditworthiness or the value or condition of the property securing the Loan.
- p. Seller shall not use PFN's name, trademarks or service marks in any manner, including, without limitation, in any advertising or marketing materials, or other promotional campaign, including any internet or website materials, without the express prior written consent of PFN.
- q. Each loan originator employed by or affiliated with Seller is properly qualified, licensed and registered as required by Applicable Law to transact business in each state where property securing a Loan is located, and Seller and each loan originator have complied with and are in compliance with the Guidelines and all Applicable Law.
- r. Seller agrees to notify PFN, in writing, of the termination or resignation of anyone employed by or working on behalf of Seller within ten (10) days of termination or resignation if such termination or resignation is related in any way to fraudulent activity or activity that violates Applicable Law or the Guidelines.

4.2 Warranties and Representations Regarding Each Loan. Seller represents, warrants and covenants to PFN that the following are true and correct with respect to each Loan as of the date of origination, closing, funding and sale of the Loan to PFN:

- a. Mortgagor Identification and Privacy. Seller warrants that it has spoken to or personally met each Mortgagor and obtained written verification (*i.e.*, photo driver's license or passport) of such Mortgagor's identity.

- b. Investigation. All Mortgage Loan Documents have been fully investigated by Seller and all representations contained in the Mortgage Loan Documents are true and correct and meet the requirements and specifications of this Agreement and the Guidelines.
- c. Validity of Documents and Information. All information, reports or documents submitted by Seller to PFN in connection with any Loan or pursuant to this Agreement are in every respect valid and genuine being on their face what they purport to be, true, correct, complete and accurate, *all* signatures are the true signatures of the appropriate party and each is the valid and binding obligation of the maker thereof enforceable in accordance with its terms except as enforceability thereof may be limited by bankruptcy, insolvency or reorganization. All parties to the Note, the Mortgage and any other such related agreement had legal capacity to enter into the Loan and to execute and deliver the Note, the Mortgage and any such agreement, and the Note, the Mortgage and any other such related agreement have been duly and properly executed by such parties. No fraud, error, omission, misrepresentation, negligence or similar occurrence with respect to a Loan has taken place on the part of any person including, without limitation, the Mortgagor, any appraiser, any builder or developer, or any other party involved in the origination of the Loan. No information, report or document submitted by Seller to PFN in connection with any Loan contains any untrue statement of fact or omits to state a fact necessary to make the statements contained therein truthful and accurate, regardless of whether the document was prepared by Seller, Mortgagor, or appraiser or any other party.
- d. Appraisals. The Mortgage Loan Documents with respect to each Loan contain an appraisal of the related mortgaged property made and signed, prior to the approval of the application for such Loan. Seller, at its own cost and expense, ordered the property appraisal included in the Loan in accordance with Applicable Law and the Guidelines and the appraisal was not ordered or provided by the Mortgagor, real estate agent or other any other party. The appraisal included in the Mortgage Loan Documents accurately represents the value of the property and was conducted by a qualified and licensed real estate appraiser (excluding any "trainee" appraiser) acceptable to PFN. The appraiser has no interest, direct or indirect, in the Loan or in the security thereof, and the appraiser did not receive compensation, which was affected by or dependent in any way on the approval or disapproval of the Loan. The appraisal satisfies the requirements of Applicable Law and the Guidelines. The appraiser is licensed in the state where the mortgaged property is located. The appraisal was made within one hundred and eighty (180) days of the closing of the Loan. If the appraisal was more than one hundred and twenty (120) days before the closing of the Loan, Seller has provided to PFN a recertification of the appraisal.
- e. No Omissions. No omission, misrepresentation, negligence, fraud or similar occurrence with respect to a Loan, including without limitation the related Mortgage Loan Documents has taken place on the part of any person, including without limitation, Seller, the Mortgagor, any appraiser, any builder or developer, any real estate agent or any other party involved in the origination closing and funding of the Loan or in the application of any insurance in relation to such Loan. With regard to all Loans submitted to Lender hereunder, all facts relating to the Loan which may affect the value, marketability or legality of the Loan have been disclosed in writing to PFN.

- f. Execution. The Note, Mortgage and Mortgage Loan Disclosures have been duly and properly executed; the Note, Mortgage and Mortgage Loan Documents are genuine, and each is the legal, valid and binding obligation of the maker thereof enforceable in accordance with its terms; and all parties to the Note and Mortgage had legal capacity to enter into the Loan and to execute and deliver the Note and Mortgage.
- g. No Modification. The terms of the Note and Mortgage have not been impaired, waived, altered or modified in any respect.
- h. No Release. The Mortgage has not been satisfied, canceled, subordinated or rescinded, in whole or in part, and the property securing the Loan has not been released from the lien or security interest of the Mortgage, in whole or in part.
- i. Sole Owner. Seller is the sole owner and holder of the Loan and Seller has good and marketable title thereto and has full right and authority to transfer and sell the Loan to PFN free and clear of any and all encumbrances, liens, pledges, equities, participation interests, claims, charges or security interests of any nature encumbering the Loan.
- j. No Default. There is no default, breach, violation or event of acceleration existing under the Mortgage or the Note and no event which, with the passage of time or with notice and the expiration of any grace or cure period, would constitute a default, breach, violation or event of acceleration, and neither Seller nor its predecessors have waived any default, breach, violation or event of acceleration.
- k. Note. The Note is not and has not been secured by any collateral, pledged account or other security except the lien or security interest of the corresponding Mortgage and the security interest of any applicable security agreement.
- l. Recording. The Mortgage and the Assignment of Mortgage have been properly filed and recorded in the correct and applicable recording office to perfect the security granted by the Mortgage, or if the related Mortgage has been recorded in the name of MERS or its designee, Seller has taken all actions as are necessary to cause PFN to be shown as the sole owner of the related Mortgage on the records of MERS.
- m. Property. The property securing the Loan has not been damaged by waste, fire, earthquake, earth movement, windstorm, flood, tornado or other casualty so as to affect adversely the value of the property securing the Loan or the use for which the premises were intended. There is no proceeding pending or threatened for the total or partial condemnation of the property securing the Loan. The value of the property securing the Loan has not diminished from the value set forth in the Mortgage Loan Documents for any reason including due to toxic substances, hazardous substances or environmental hazards affecting the property securing the Loan.
- n. Escrows. All amounts collected in connection with or attributable to repairs to or rehabilitation of the property securing the Loan, taxes, governmental assessments, insurance premiums, water, sewer or municipal charges have been collected, held and disbursed in accordance with Applicable Law, the Guidelines and the Mortgage Loan Documents. Seller represents and warrants that all property taxes and insurance payments that are due within sixty (60) days of the transfer date have been (i) paid in

full if there is no escrow account, or (ii) are fully disbursed and paid in full if there is an escrow account.

- o. Mortgagor's Funds. No funds (including, without limitation, the down payment or any future monthly payments under the related Note) have been advanced by Seller or a third party on behalf of the Mortgagor or any other obligor in connection with such Loan; and all costs, fees, and expenses incurred in originating, closing and funding such Loan have been paid in full. Any and all funds advanced to pay costs, fees and expenses in connection with the Loan came from the Mortgagor, unless otherwise submitted to PFN in writing.
- p. No Oral Promises. There are no agreements or promises, either oral or written, between Seller and the Mortgagor pertaining to the Loan, other than those submitted to PFN in writing.
- q. Seller Compensation. All amounts paid to or received by Seller for its services are allowed by Applicable Law and the Guidelines, and Seller disclosed all such amounts in accordance with Applicable Law and the Guidelines.
- r. Points and Fees. No Mortgagor was charged fees payable prior to closing, except as permitted by and in compliance with Applicable Law and the Guidelines. All "points and fees" related to each Loan were accurately described and disclosed to Mortgagor. "Points and fees" shall have the meaning as defined in Applicable Law.
- s. No High-Cost Loans. The Loan does not constitute a high-cost mortgage as defined by Applicable Law and does not exceed any high-cost "points and fees threshold" or high-cost "APR or rate threshold" as defined by Applicable Law.
- t. No Predatory Loans. The Loan was not originated through the use of predatory lending practices or in violation of any federal, state, or local predatory lending law or fair lending law, regardless of the name of the law.
- u. Insurance. No claims have been made under, no action has been taken or failed to be taken, no event has occurred and no state of facts exists or has existed (whether or not known to Seller) that has resulted or will result in an exclusion from, denial of or defense to coverage under any mortgage, hazard, title or other insurance policy issued in connection with the Loan whether arising out of actions representations, error omissions, negligence or fraud of Seller, the Mortgagor or any party.
- v. Compliance. The Loan complies with Applicable Law and the Guidelines in all respects, and the Loan has been originated, processed, closed, funded and serviced in compliance with Applicable Law and the Guidelines.
- w. Anti-Steering. No Mortgagor was encouraged or required to select a loan product offered by Seller which is a higher cost product designed for a less creditworthy applicant, taking into account such facts as, without limitation, the loan product requirement and the Mortgagor's credit history, income, assets and liabilities. Mortgagor was provided the best available product offered by Seller.

- x. No Third Party Originators or Referral Fees. Unless previously approved by PFN to sell third party originations, the Loan was not originated by a person other than Seller (commonly referred to in the industry as a "third party origination" or "TPO"). The Loan application was taken by the documents evidencing the credit-worthiness of the Loan were collected by the appraisal of the property was obtained by, and the Loan was originated in the name of Seller through its *bona fide* employees. There is no agreement between Seller and any other person or entity for the payment of any referral fee, rebate, bonus, kickback, or other payment and no payment of such referral fee, rebate, bonus or kickback, or other payment has been or will be made to any person, including, but not limited to, the Mortgagor or Seller. No Loan will be submitted that has been referred or brokered to Seller by a person other than Seller who will directly or indirectly receive any fee or compensation from Seller.
- y. Insurance Refunds. Insurance refunds or credits of any kind for insurance of any kind sold by Seller in conjunction with a Loan shall be the sole responsibility of Seller in the event of prepayment of such Loan, cancellation of insurance or any other event requiring refunding or crediting of unearned insurance premiums. In the event PFN is required to pay or credit Mortgagor in connection with the cancellation of such insurance, Seller shall pay to PFN, from the Seller's own funds, any required insurance premium rebate resulting from the prepayment, cancellation, refinancing or other termination of any Loan. Upon such payment, PFN shall assign in writing any rights it had to require that the insurer reimburse user for any rebate made to Mortgagor.
- z. SCRA. Seller has no knowledge of the Mortgagor qualifying for protection under the federal Servicemembers Civil Relief Act or any similar state or federal law.

ARTICLE 5

REMEDIES

- 5.1 Repurchase and Indemnification. Upon the occurrence of any Repurchase Obligation (as defined below), Seller shall be obligated to repurchase the related Loan and indemnify PFN for such related Loan in accordance with the terms and conditions contained herein. At PFN's sole option, PFN shall have the right to require Seller to repurchase the related Loan, indemnify PFN for the related Loan or enter into an indemnification Agreement (as defined below) in lieu of repurchasing the related Loan; in any case, in accordance with the terms and conditions contained herein. PFN's prior knowledge of any fact at any time concerning the Loan, or any reasonable delay by PFN in making demand or request for repurchase or indemnification hereunder, shall neither impair PFN's rights nor constitute a waiver of Seller's obligations hereunder.
- 5.2 Repurchase Obligations. An occurrence of any of the following shall be considered a "Repurchase Obligation" requiring Seller to purchase the Loans on the terms set forth in this Article:
 - a. PFN determines that Seller failed to observe or perform or has breached or breaches any representation, warranty, covenant, duty or term contained in this Agreement;

- b. PFN determines that the Mortgage Loan Documents contain evidence of fraud or misrepresentation;
- c. Early Payoff. If a Loan purchased by PFN and prepays in full on or prior to the borrower making six (6) scheduled monthly payments following the related purchase by PFN. Seller, at PFN's option in PFN's sole discretion shall reimburse PFN the amount of any servicing release or other premium that was paid to Seller by PFN in connection with the Loan. Seller shall reimburse PFN within ten (10) days after notice of early payoff. Seller forfeits 100% of the premium.
- d. Early Payment Default. If any of the first three (3) monthly payments due after the related Purchase Date for a Mortgage, becomes thirty (30) days or more delinquent (a "Payment Default"), then the Seller, at the PFN's option, shall promptly repurchase the Mortgage from the PFN at the related Purchase Price within ten (10) days; provided, however, that a monthly payment made by the borrower per the Note within thirty (30) days of its due date, but applied late by the approved servicer, will not be considered a "Payment Default."
- e. The recorded Mortgage or final title policy is not delivered to PFN within 180 days of the Note date; or
- f. Any event set forth in Section 2.6 of this Agreement which require repurchase of the related Loan.

5.3 Request for Repurchase; Repurchase Price; Repurchase Procedures.

- a. Request for Repurchase. In the event of an occurrence of a Repurchase Obligation, upon the request of PFN, Seller hereby agree to repurchase the related Loan (or, if the related Loan has been foreclosed, to repurchase the related property) within ten (10) days after PFN's written request therefore for an amount equal to the Repurchase Price (as defined below). For the purpose hereof, the term "foreclosure" shall include judicial foreclosure, non-judicial foreclosure, deed in lieu of foreclosure, or any other mechanism of obtaining title to the property.
- b. Repurchase Price. The repurchase price for any Loan which PFN has requested Seller to repurchase (the "Repurchase Price") shall be an amount equal to the Sum of (i) the current unpaid principal balance of the Loan at the time of repurchase (or at the time of the foreclosure sale date if the related Loan has been foreclosed); (ii) accrued but unpaid interest on such principal balance at the Note rate from the paid-to date of the Loan through and including the Repurchase Price is paid; (iii) all costs and expenses, including without limitation, reasonable attorneys' fees and expenses, incurred by PFN as a result of Seller's breach of this Agreement or enforcing the terms of this Agreement or Seller's obligation to repurchase the Loan; (iv) any premium paid by PFN in excess of the principal balance of the Loan at the time of purchase (vi) any unreimbursed advances made by PFN, including without limitation taxes or insurance or payments authorized by the Note or the Mortgage or Applicable Law to protect PFN's interest in the Loan or related property; and (vii) any other fees, costs or amount relating thereto. The Repurchase Price

shall be reduced by any proceeds of mortgage insurance collected by PFN with respect to the Loan that have not been applied to the unpaid principal balance; and (ii) if the Loan has been foreclosed and the property has been sold to a third party, the proceeds of the sale price received by PFN net of all advances, costs and expenses, including but not limited to reasonable attorneys' fees and expenses, incurred by PFN in connection with such sale.

- c. Repurchase Procedures. Upon PFN's receipt of the Repurchase Price, PFN shall execute and deliver to Seller (i) an Assignment of the Mortgage, an endorsement to the Note, and its related Loan file and other loan documents, each without representation, warranty or recourse, and (ii) if PFN previously foreclosed the Loan and at such time then owns the property, a deed to the property, without representation, warranty or recourse, and (iii) if PFN previously foreclosed the Loan but either sold the property or a third party purchased the property at the foreclosure an assignment of all deficiency obligations of the Mortgagor, without representation, warranty or recourse. With respect to the servicing of any Loan repurchased by Seller, PFN shall transfer such servicing, or cause such servicing to be transferred, to Seller or its designee. If the Seller is unable to service any Loan or does not have a designee for such servicing, PFN may, at its sole option, service such Loan for a fee equal to PFN's then current rate until such time as Seller is capable of servicing such Loan or designates a successor servicer. All costs of transferring servicing of any repurchased Loan from PFN to Seller or its designee shall be borne by Seller and Seller shall reimburse PFN for any costs incurred in connection therewith. Seller's Repurchase Obligation with respect to a Loan shall not be eliminated, reduced or otherwise modified as a result of any modification, workout or assumption of the Loan.
- d. Effect of Foreclosure. It is agreed by the parties that Seller's Repurchase Obligation with respect to a Loan shall not be obviated by the fact that the property securing the Loan has been foreclosed upon and said property has been acquired by PFN or a third party, it being understood that Seller's Repurchase Obligation encompasses the repurchase of the property from PFN if PFN has acquired the property, or, if a third party has acquired the property, reimbursing PFN as set forth herein. Notwithstanding anything to the contrary, in no event shall a full credit bid made by PFN, its successors, assigns or any related party at a foreclosure sale of any Loan affect in any way the rights and remedies of PFN or the obligations of Seller under this Agreement, including, without limitation, the obligations of Seller to repurchase and indemnify PFN as provided herein.

ARTICLE 6

INDEMNIFICATION

- 6.1 Indemnification. Seller hereby agrees to protect, indemnify and hold PFN and its officers, directors, employees, agents shareholders, affiliates and representatives harmless from and against any and all losses, liabilities, costs, and expenses, (including reasonable attorneys' fees), judgments, damages, claims, counterclaims, demands, actions or proceedings, by whomsoever asserted in whatsoever jurisdiction or forum, by any person or entity who prosecutes or defends any actions or proceedings as representative of or on behalf of a class or interested group, or any governmental body, agency, department or commission having jurisdiction pursuant to any applicable law or the settlement or compromise of any of the foregoing relating to, arising out of

or in connection with Seller's breach of any representation, warranty, covenant, duty or term contained in this Agreement.

- 6.2 Indemnification Agreement in Lieu of Repurchase. At PFN's sole option and in lieu of repurchasing the related Loan subject to a Repurchase Obligation, PFN may require Seller to enter into a written indemnification agreement in a form acceptable to PFN (the "Indemnification Agreement") which requires the Seller to indemnify PFN including, without limitation, reimbursing PFN for any losses incurred by PFN as a result of such Repurchase Obligation with respect to the related Loan.
- 6.3 Indemnification for Reporting. Seller understands and acknowledges that PFN may report information about any Loan or Mortgage Loan Document that PFN believes to contain misrepresentations or violates Applicable Law to the appropriate governmental body or regulatory agency, Fannie Mae, Freddie Mac, HUD or any mortgage industry background database, including, but not limited to, databases operated by LexisNexis, such as the Mortgage Industry Data Exchange ("MIDEX") or any cooperative industry database. Seller acknowledges that Seller and any owner, officer, agent or employee may be named as the originating entity, loan originator or creditor on any such Loan. Seller acknowledges the importance of PFN's right and necessity to disclose such information. Seller, for itself and its directors, officers and employees and their respective successors and assigns and LexisNexis indemnifies and holds PFN and its officers, directors, employees, shareholders, representatives, successors, assigns, agents and affiliates from any and all damage, loss, liability, cost, actions, causes of action, claims, demands and expenses both direct and indirect (including without limitation reasonable legal and accounting fees and expenses actually incurred) that may arise from the reporting or use by any database subscriber or any governmental body or agency of any information submitted by PFN with respect to Seller and any owner, officer, agent or employee to any mortgage industry database, including MIDEX.
- 6.4 Right of Offset. In addition to any other rights and remedies available to PFN, including, without limitation, the rights and remedies of PFN under this Agreement, PFN shall have the right, at any time, and from time to time, without notice, to offset and to appropriate or apply any and all deposits of money or property or any other indebtedness at any time held or owing by PFN to or for the credit of the account of Seller against and on account of the obligations and liabilities of Seller under this Agreement or any other agreement between Seller and PFN or between Seller and any of PFN's parent entities, subsidiaries or affiliates, irrespective of whether or not PFN shall have made any demand hereunder and whether or not said obligations and liabilities shall have matured. For purposes of the right of offset, the determination as to whether Seller has any obligations and liabilities under this Agreement or any other agreement between Seller and PFN and the extent of such obligations and liabilities shall be made by PFN in its sole and reasonable discretion. Unless otherwise agreed by the parties, such offset shall not be construed as an accord and satisfaction of any obligation due from Seller to PFN.

ARTICLE 7 Reserved

ARTICLE 8 TERMINATION

- 8.1 Termination. PFN and Seller shall have the right to terminate or suspend this Agreement at any time for any reason, which termination or suspension shall be effective immediately upon the other party's receipt of written notice thereof. Notwithstanding any such termination or suspension, this Agreement shall continue to apply with respect to any Loan which have been submitted or otherwise committed to PFN under this Agreement including Seller's representations and warranties and PFN's remedies.

Notwithstanding anything to the contrary contained herein, this Agreement (including without limitation all of Seller's representations and warranties and PFN's remedies) shall survive any termination or suspension of this Agreement and shall remain in full force and effect with respect to each Loan sold to PFN prior to the effective date of such termination or suspension, for so long as there is outstanding principal or interest due PFN or PFN's assignee on the related Note, or until such time as PFN's interest or its assignee's interest in such Note has been completely liquidated. In the event PFN sells or transfers the Loan, the provisions and obligations contained in this Agreement (including without limitation all of Seller's representations and warranties and PFN's remedies) shall survive any such sale or transfer and shall remain in full force and effect with respect to each such sold or transferred Loan.

ARTICLE 9 MISCELLANEOUS

- 9.1 Notification to PFN. In addition to Seller's other notification duties set forth in this Agreement (including, but not limited to those set forth in Article 1 and Section 4.1), Seller shall immediately notify PFN of any of the following:
- a. Any material change in the ownership, financial condition or management of Seller, including a change in control as defined by any jurisdiction from which it conducts business.
 - b. Seller changes the name or address under or from which it conducts business.
 - c. Seller is notified or has reason to believe that any Loan submitted by Seller to PFN was originated in violation of Applicable Law.
 - d. Seller knows or has reason to believe that any information in any Mortgage Loan Document or other document submitted to PFN is or becomes untrue or fails to state any material fact or constitutes a misrepresentation.
 - e. Seller is notified or has reason to know of any complaint by a Mortgagor or any federal, state or local regulatory agency related to any Loan submitted by Seller to PFN.
 - f. Seller is notified or has reason to know of a Mortgagor's request to rescind a Loan submitted by Seller to PFN.
 - g. Seller, Seller's owner or principal, or any entity owned by Seller or Seller's owner or principal files a bankruptcy petition or is a party to any similar proceeding.
 - h. Any breach of a representation, warranty or covenant set forth in this Agreement.

- 9.2 Loan Originators. Seller shall notify PFN in the event Seller intends to originate Loans through multiple locations or branches or by multiple loan originators. Seller agrees to provide PFN with such information as PFN may reasonably request regarding such locations and loan originators. Notwithstanding anything to the contrary contained in this Agreement, Seller shall be liable for the act and omissions of its officers, employees and agents, including, without limitation, its loan originators.
- 9.3 No Solicitation of Refinancing. Seller shall not solicit or encourage, directly or indirectly, the refinancing of a Loan purchased by PFN for a period of twelve (12) months immediately following the sale of such Loan without the express prior written consent of PFN.
- 9.4 Relationship of Parties. PFN and Seller acknowledge and agree that at all times they are operating as independent parties. This Agreement is for the sole and exclusive benefit and obligation of the parties hereto. Except as expressly stated in this Agreement, nothing contained herein shall be construed to give any party, other than PFN and Seller, any legal or equitable right, remedy or claim under or in connection with any provision of this Agreement. Nothing contained herein shall constitute a partnership, joint venture or agency relationship between PFN and Seller and neither party shall at any time hold itself out to any third party to be an agent or employee of the other.
- 9.5 Non-Exclusive Arrangement. This is a non-exclusive agreement and Seller shall not be obligated to submit any or all loans that it originates to PFN.
- 9.6 Cooperation. The parties hereto each agree to cooperate with each other to perform all their duties hereunder and effectuate the purposes and intents of this Agreement; such cooperation shall include but shall not be limited to the correction of errors that may have arisen in connection with the origination of any Loan and provision of any and all information that may be requested regarding any of the Loans sold pursuant to this Agreement. Seller shall use its best efforts to obtain any necessary correction to any document related to the Loan upon request by PFN.
- 9.7 Notices. Except where PFN has authorized notice in any other form, all notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and mailed (certified mail, return receipt requested, postage prepaid), sent by overnight courier (Seller prepaid), or personally delivered, addressed to the respective party at the address set forth below:

If to PFN:

**PFN Lending Group, Inc., dba
Priority Financial Network**
5016 N Parkway Calabasas, Suite 200
Calabasas, CA 91302

Telephone: 818-223-9999 Email: bryancampbell@priorityfinancial.net

If to Seller:

Street Address: _____

City/State/Zip: _____

Attention: _____

Telephone: _____

Email: _____

Each party shall promptly provide written notice to the other of a change in its address, telephone number or designated email address. Notices delivered personally or by overnight courier shall be effective upon delivery. Notices delivered by certified mail shall be effective on the date set forth on the receipt of certified mail, or the third business day after mailing, whichever is earlier.

9.8 Communication with Seller. Seller acknowledges and agrees that PFN may communicate with Seller and provide Seller with information related to this Agreement or otherwise by any means legally permissible, including, without limitation, telephone, electronic mail and facsimile. To the extent PFN is required by applicable law to obtain Seller's prior consent to receive such communications from PFN via any such means, Seller hereby grants PFN such prior consent for any such applicable law and PFN shall not be required to obtain any additional consents from Seller.

9.9 Due Diligence and Information Related to Seller. Seller acknowledges and agrees that any information obtained by PFN from Seller or otherwise in connection with PFN's review and approval of Seller or any Loan submitted to PFN for purchase may be provided by PFN to any of its parent entities, subsidiaries, or affiliates, if permitted by applicable law. With respect to any information related to a Loan submitted to PFN, Seller expressly consents to the release of such information by PFN to its parent entities, subsidiaries or affiliates which may have a need to know such information. Further, any other information provided by Seller to PFN in connection with this Agreement, including, without limitation, any financial reports with respect to Seller, may be shared with and used by such parent entities, subsidiaries or affiliates for similar purposes.

9.10 Confidentiality. Seller hereby agrees that the terms and conditions of this Agreement shall be kept confidential, and their contents shall not be divulged to any party without PFN's express prior written consent. The obligations under this section are continuing and shall survive any termination of this Agreement:

- a. Seller shall not disclose any "Confidential Information" (defined below) to any person who is not an officer, employee, or agent of Seller. Seller shall restrict the disclosure of Confidential Information only to its employees, officers, and agents who have a need to know the Confidential Information. Seller shall only use Confidential Information in connection with the purposes of this Agreement.
- b. "Confidential Information" is defined to include all information supplied to Seller by, or at the direction of, PFN, including any list of entities that are precluded from

participating in PFN's programs to varying degrees, to include, but not limited to, any "Exclusionary List," all information, data, and material prepared for, or at the direction of PFN, any information relating to Mortgagors or customers (past, current and prospective), the Loans, this Agreement, accounts, vendors, marketing activities or plans, business plans, employees, pricing, financial matters, financial statements, the financial condition of the parties, any information revealed to third parties under any confidentiality agreement, understanding or duty, any information generally regarded as confidential in the consumer and commercial credit industries, and any information treated as confidential information or non-public personal information under the Gramm-Leach-Bliley Act, as amended, related regulations, and state privacy laws.

- c. Upon the termination of this Agreement and without further request from PFN, Seller shall promptly return all materials, data, forms, discs, charts, spreadsheets, and all other materials and information provided by or at PFN's direction to Seller or any designee of the Seller, relating to any information used to determine the eligibility of any person or entity for lending purposes by PFN or any designee of PFN. Any other Confidential Information shall be returned to PFN within ten (10) days of request by PFN, except that Seller may retain one copy of Loan information if required by applicable law.
- d. Should disclosure of any information or material covered by this Agreement be sought by way of subpoena, court order, administrative decree or by any means while the same is in the possession of Seller or anyone acting for, or at the direction of, Seller, then Seller shall promptly advise PFN in writing. In addition, it shall provide PFN by the most expeditious means available with copies of any papers seeking the disclosure of such information together with copies of all material sought if the same exist and are under Seller's control. Seller shall not disclose any information voluntarily in such circumstances and shall, if requested by PFN take appropriate action to protect the confidentiality of such information including, but not limited to, at PFN's expense, seeking a protective order of a court of competent jurisdiction,
- e. Seller shall safeguard the Confidential Information from disclosure to any third party using the same precautions that it uses to safeguard its own confidential information, but in no event will such precautions be less than reasonable or less than as required by law. Seller represents and warrants that it has and will have an information security program reasonably designed to (i) ensure the security and confidentiality of the Confidential Information, (ii) protect against any anticipated threats or hazards to the security or integrity of the confidential Information, and (iii) protect against unauthorized access to or use of such Confidential Information. Seller will advise PFN of all of its procedures designed to safeguard Confidential Information. PFN may request additional security procedures be implemented and if so requested, Seller shall undertake such steps promptly upon PFN's request.
- f. Seller shall require all of its employees, agents, independent contractors, licensees and other personnel performing services for purposes of this Agreement, to abide by the terms of this Agreement prior to being given access to any Confidential Information.
- g. Seller recognizes that no remedy at law for damages is adequate to compensate for breach of the covenants contained in this section. In addition to any other remedies available to PFN in this Agreement, PFN shall be entitled to temporary and permanent

injunctive relief against breaches of this section without the necessity of proving damages. Such permanent or temporary injunctive relief shall in no way limit any other remedies that may result from the breach of this Agreement.

- 9.11 Waiver. No waiver of any provision of this Agreement or of the rights and obligations of the parties shall be effective unless in writing and signed by an authorized representative of the party waiving compliance. Any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.
- 9.12 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Seller may not transfer or assign any of its obligations, rights or interests under this Agreement without the express prior written consent of PFN and any attempted or purported assignment without such consent shall be null and void.
- 9.13 Severability. If any term, clause or provision of this Agreement shall be deemed invalid or unenforceable for any reason, the remainder of this Agreement shall remain valid and enforceable in accordance with its terms. The invalidity or unenforceability of any term, clause or provision in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- 9.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. Facsimile signatures shall be deemed valid and binding to the same extent as an original.
- 9.15 Governing Law. This Agreement shall be governed by and construed and enforced under the laws of the State of California, without regard to its conflict of laws principles. In the event of any lawsuit or other proceeding relating to this Agreement, each party hereby consents to jurisdiction in the federal or state courts located in the State of California.
- 9.16 Entire Agreement. This Agreement is the final and exclusive statement of all agreements and understandings between the parties with respect to the purchase and sale of Loan and all oral and written correspondence relating to the subject matter hereof, and any previous agreements entered into between Seller and PFN, are superseded by this Agreement.

The section headings of this Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

Remaining portion of this page intentionally left blank.

IN WITNESS WHEREOF, the undersigned, by their respective authorized signatories, have executed this Agreement as of the date first above written.

SELLER

PFN Lending Group, Inc. dba

Priority Financial Network

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SELLER'S MAIN CONTACT (if different from authorized signer)

Name: _____

Title: _____

EXHIBIT A

When Recorded Mail To:

PFN Lending Group, Inc.

5016 N Parkway Calabasas, Suite 200

Calabasas, CA 91302

LIMITED POWER OF ATTORNEY (California)

KNOW ALL BY THESE PRESENTS:

That _____ ("Seller"), a _____, through the duly authorized representative whose signature appears below, does hereby make, constitute, and appoint PFN Lending Group, Inc., dba Priority Financial Network ("PFN"), with its office at 5016 N Parkway Calabasas, Suite 200, Calabasas, CA 91302, and all of its officers, and such other PFN employees duly appointed by an officer, as its true and lawful attorney-in-fact for the following specific and limited purposes:

- a) To endorse, on behalf of the Seller, any check, draft, or other instrument in its possession that is made payable to the Seller but which is due to PFN, pursuant to that certain Loan Purchase and Sale Agreement between the parties as such is amended from time to time (the "Agreement"), and relating to any loan committed to PFN under such Agreement.
- b) To endorse promissory notes to PFN or to any other person or entity and to make corrections, amendments or revisions to any promissory note endorsements made by the Seller to PFN relating to any loan committed to PFN under the Agreement,
- c) To prepare and execute assignments of mortgages, deeds of trust, security deeds and security instruments assigning to PFN or to any other person or entity any mortgage, deed or trust, security deed or security instrument securing any promissory note committed to PFN pursuant to the Agreement and to make corrections, amendments or revisions to any such assignments made by Seller or PFN, and
- d) To do any and all acts necessary and appropriate in the name of the Seller to ratify and confirm PFN's ownership of the entire interest in the loan PFN purchases under the Agreement.

Seller hereby ratifies and confirms all that the said attorney-in-fact shall lawfully do or cause to be done by virtue of this Limited Power of Attorney. This Limited Power of Attorney shall be deemed to be a power coupled with an interest for such purpose.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the _____ --, -__ day
of _____, 20 __

BY: _____

NAME: _____

TITLE: _____

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public, _____ County

EXHIBIT B

ASSIGNMENT AND CONVEYANCE AGREEMENT

-

The is an Assignment and Conveyance Agreement delivered pursuant to that certain Loan Purchase and Sale Agreement ("Agreement") between ("Seller") and PFN Lending Group, Inc. ("Purchaser"). All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Agreement.

The Seller and Purchaser hereby confirm that they have reached agreement on the purchase, sale and interim servicing of the mortgage loan described in the Correspondent Operations Purchase Advice attached hereto on the terms and conditions set forth in the Agreement (which terms and conditions are incorporated herein by this reference),

The Seller hereby certifies that all Qualifications have been met with regard to the Mortgage Loan to be purchased as a Qualifying Loan. The Seller certifies that, with regard to Qualifying Loan:

- a. All of the representations and warranties of the Seller under the Agreement shall be true and correct as of the Closing Date and no event shall have occurred which, with notice or the passage of time, or both, would constitute a default under the Agreement; and
- b. All of the criteria listed in the Agreement are true and correct as of the Closing Date. Accordingly, on, the Seller does hereby sell, transfer, assign, set over and convey to the Purchaser all rights, title and interest of the Seller in and to the Qualifying Loan listed in Correspondent Operations Purchase Advice pursuant to the terms of the Agreement.

This Assignment and Conveyance Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

TO WITNESS THIS, the parties have caused their names to be signed by their respective duly authorized officers as of.

, as Seller

By: _____
Name: _____
Title: _____

PFN Lending Group, Inc., dba Priority Financial Network
as Purchaser

By: _____
Name: _____
Title: _____

Correspondent Operations Purchase Advice

Correspondent#: _____

Interest Rate: _____

Correspondent Name: _____

Loan Type: _____

Client Loan#: _____

Term: _____

Correspondent Contact Name: _____

CLTV: _____

Our Loan#: _____

Lock Expiration: _____

Commitment Number: _____

Purchase Date: _____

Borrower Name: _____

Wire Date: _____

Property

Address: _____

Loan Amount: _____

Note 1st Payment Date: _____

Paid to Date: _____

1st Payment due AOMS: _____

Current Principal: _____

Pricing Reconciliations: _____

Buy Price: _____

Additional Adjusters: _____

Final Buy Price: _____

SRP Percentage: _____

Purchase Details:

Purchased Principal: _____

Days: _____

Interest: _____

Impounds: _____

Final Buy Amount: _____

SRP Amount: _____

Remaining Buydown: _____

Total Due: _____

EXHIBIT C
CONTENTS OF MORTGAGE FILES

With respect to each Mortgage Loan, the Mortgage File shall include each of the following items, originals or copies, of which shall be delivered by the Seller to the Purchaser or the Purchaser's designee:

- (a) Copies of the Mortgage Loan Documents.
- (b) Residential loan application, initial 1003 and final 1003.
- (c) Mortgage Loan closing statement.
- (d) Verification of employment and income, if required.
- (e) Verification of acceptable evidence of source and amount of down payment.
- (f) Credit report on Mortgagor, in a form acceptable to either Fannie Mae or Freddie Mac.
- (g) Residential appraisal report, including photographs of the Mortgaged Property.
- (h) Survey of the Mortgaged Property, unless a survey is not required by the title insurer.
- (i) Copy of each instrument necessary to complete identification of any exception set forth in the exception schedule in the title policy, i.e., map or plat, restrictions, easements, homeowner association declarations, etc.
- (j) Copies of all required disclosure statements.
- (k) If applicable, termite report, structural engineer's report, water potability and septic certification.
- (l) Sales Contract, if applicable.
- (m) Each commitment letter related to the Mortgage Loan.
- (n) The related Form 1008 (underwriter transmittal form).
- (o) A copy of any hazard insurance policy including any flood insurance policy, related to the Mortgaged Property, including the declaration pages related to any such insurance policy; and
- (p) Any other related loan documentation used to make the underwriting decision, property analysis in file.