

BROKER AGREEMENT

This Broker Agreement (The “Agreement”) is entered into as of this _____ day of _____, by and between Mortgage Financial Services (MFS), a Louisiana Corporation having its principal office at 11940 Bricksome Ave Ste D, Baton Rouge, LA 70816, and

(“Broker”)
having its principal office at the address listed on the signature page of this Agreement.

WHEREAS, Broker engages in the business of taking applications for residential mortgage loans, aiding and assisting borrower in pre-qualification for mortgage loans, recommending and choosing a mortgage product and completing applications and processing those applications on behalf of others; and

WHEREAS, from time to time, MFS desires to act as a lender for such mortgage loans and to underwrite and fund such mortgage loans, subject to the terms of this Agreement.

NOW THEREFORE, for mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE I: DEFINITIONS AND RULES OF CONSTRUCTION

1.1 DEFINITIONS

Agency: Fannie Mae, formerly know as the Federal National Mortgage Association (“Fannie Mae”), Freddie Mac, formerly know as Federal Home Loan Mortgage Corporation (“Freddie Mac”), the Government National Mortgage Association (“Ginnie Mae”), the Federal Housing Administration (“FHA”), the Veterans Administration (“VA”), the Department of Housing and Urban Development (“HUD”), or any other federal or state agency which sponsors mortgage loans.

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

Guidelines: All policies, procedures, and requirements of MFS issued from time to time by MFS electronically or in writing and applicable to the registration, underwriting closing and funding of Mortgage Loans pursuant to this Agreement. The Guidelines can be modified in part or in whole at any time by MFS immediately upon notice to Broker, which notice may include publication of changes by electronic means including, but not limited to posting to an applicable MFS website. The Guidelines, and all revisions thereto, are expressly incorporated herein by this reference and made a part of this Agreement in all respects. Changes to the Guidelines will become effective when published unless otherwise provided in an earlier communication.

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

of such persons.

1.2 RULES OF CONSTRUCTION

A. General Interpretive Rules. For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, (i) the terms defined in this Agreement have the meanings assigned to them in this Agreement and include the plural as well as the singular, and the use of any gender herein shall be deemed to include the other gender; (ii) reference herein to "Article," "Section," and other subdivisions, and to the "Exhibits," without reference to a document, are to designated Articles, Sections and other subdivisions of, and to Exhibits to, this Agreement (as applicable); (iii) "including" means "including but not limited to;" (iv) the words "herein," "hereof," "hereunder" and other word of similar import refer to this Agreement (as applicable) as a whole and not to any particular provision; and (v) unless otherwise specified herein, any derivative of a term defined in this Article I shall be interpreted by reference to such definition.

B. Relation to Other Documents: Nothing in this Agreement shall be deemed to amend or relieve Broker of its obligation under any other Program Document.

C. MFS's Sole Discretion: Whenever any provision of this Agreement of the Broker Agreement requires MFS to make a determination of fact or a decision to act, or to permit, approve, or deny another party's action, such determination or decision shall be deemed to be in MFS's sole and absolute discretion.

ARTICLE 2: ELIGIBLE LOANS; PRICING

2.1 MFS'S MORTGAGE LOAN PROGRAMS: MFS shall from time to time, distribute to Broker information with respect to the types of conventional, non-conforming, ARM, FHA-insured, VA-guaranteed and other Agency-sponsored loan applications MFS is willing to Register. MFS will Register only those Applications eligible for the Mortgage Loan Programs offered by MFS. Broker will be entitled to Register FHA-insured, VA guaranteed or other Agency sponsored Applications only upon (i) submission to MFS of such additional information and documents as required by MFS, and (ii) receipt by Broker of separate written authorization from MFS. Broker acknowledges that MFS reserves the right to alter, add, or delete Mortgage Loan Programs from time to time by amending the Guidelines, and Broker accepts responsibility for knowing which Mortgage Loan Programs are offered by MFS at any given time. Broker shall be responsible for assuring that each Application submitted to MFS complies with all the terms and conditions of the applicable Mortgage Loan Program at the time Broker Registers the Mortgage Loan with MFS.

2.2 MORTGAGE LOAN PRICING: MFS shall issue to Broker on a periodic basis Rate Sheets and/or other pricing information applicable to Mortgage Loan Programs offered by MFS. Such Rate Sheets and/or pricing information shall be issued by MFS by facsimile, electronic mail, or by posting on the MFS website, and shall be subject to change by MFS without notice. Broker covenants to MFS that Broker shall comply with Applicable Requirements (including, without limitation, any applicable Guidelines concerning interest rates and Rate-Locks that apply to the particular Mortgage Loan Programs offered by MFS). In the event that a Rate-Lock expires prior to the closing of the related (prospective) Mortgage Loan, and such expiration is not due to any negligent act or omission of MFS, MFS shall have no further obligation with respect to such Mortgage Loan, and Broker shall take no actions suggesting otherwise.

ARTICLE 3: DUTIES OF BROKER

3.1 TAKING OF APPLICATIONS; DISCLOSURES: Broker shall take applications for Mortgage Loans in its own name through its employees. Broker shall provide to each Applicant, contemporaneously with the taking of such application, broker disclosure(s) that comply with Applicable Requirements and the Guidelines. All Applications must have been originated and processed by Broker. Broker shall not submit third party originations under this Agreement.

3.2 REGISTRATION; APPLICATION: Broker shall register each Application with MFS as set forth in the Guidelines. Broker shall submit for each Application Registered with MFS (a) the fully completed broker disclosure(s) which have been signed as of the date of the application by the Applicant and by Broker; (b) the actual Application signed by the Applicant; and (c) such credit, financial and other information as set forth in this Agreement and/or the Guidelines, including, with respect to any government-sponsored loan, any information required by the procedures and guidelines of the sponsoring agency. Broker shall assist MFS in obtaining any additional information needed or desired by MFS to facilitate the underwriting and closing of the loan transaction.

3.3 PERFORMANCE OF BROKER SERVICES: In addition to taking the information from the Applicant, filling out the Application, and providing and explaining the broker disclosure(s), Broker shall, for every loan, perform certain additional services, including (but not limited to) at least eight (8) of the following services (except to the extent that such services are not required in connection with the applicable Mortgage Loan Program, or are specified in the Guidelines as services to be provided by MFS or a third part) (a) analyzing the Applicant's income and debt and pre-qualifying the Applicant to determine the maximum Mortgage Loan that the Applicant can afford; (b) educating the Applicant in the home buying and financing process, advising the Applicant about the different types of loan products available, and demonstrating how closing costs and monthly payments would vary under each product; (c) collecting financial information (tax returns, bank statements) and other related documents that are part of the application process; (d) initiating/ordering VOs (verifications of employment) and VODs (verifications of deposits); (e) initiating/ordering requests for mortgage and other loan verifications; (f) initiating/ordering appraisals; (g) initiating/ordering inspections or engineering reports; (h) providing disclosures (Truth in Lending, Good Faith Estimate, other) to Applicants, as required by Applicable Requirements and the Guidelines; (i) assisting prospective Borrowers in understanding and addressing credit problems; (j) maintaining regular contact with Applicants, real estate agents, and MFS, between application and closing to apprise them of the status of the Applications and to gather documents any additional information as needed; (k) ordering legal documents (*e.g.*, title reports); (l) determining whether the mortgaged property is located in a flood zone or ordering such service; (m) participating in the loan closing; (n) analyzing the information provided by Borrower and confirming that the Borrower's application complies with applicable requirements and the guidelines; and (o) providing such other services as may be required in connection with a particular loan transaction.

3.4 BROKER COMPENSATION: Any fee payable to Broker for its provision of goods, services or facilities in connection with applications and mortgage loans shall be paid in accordance with the guidelines and applicable requirements, and only in connection with a particular mortgage loan if each of the following conditions is met: (a) Broker has actually provided necessary goods, services and/or facilities in connection with the mortgage loan; (b) Broker is in compliance with all applicable requirements and all of the terms of this agreement and has submitted fully executed copies of all required disclosures with the application; (c) Broker has submitted an executed mortgage loan origination Agreement between broker and the applicant, which agreement satisfies the requirements of the applicable requirements and guidelines; (d) with respect to each application, Broker and the Applicant have completed and executed copy a Good Faith Estimate ("GFE") which complies with applicable requirements and contains all applicable fees and charges and itemizes the dollar amount of the compensation that will be paid to the Broker. MFS shall rely on Broker's GFE in completing its own GFE. Broker's compensation may not be greater than the amount set forth in the Broker-completed GFE; (e) Broker has performed, at a minimum, the services required under Section 3.3 of this Agreement and the Guidelines with respect to the Mortgage Loan; (f) any lender-paid compensation, when combined with other borrower-paid compensation in connection with the origination of the Mortgage Loan, shall not be greater than that allowed under Applicable Requirements and shall be subject to the additional limitations set forth in the Guidelines. Broker covenants to MFS that the total compensation earned by Broker from all sources will constitute a reasonable payment for the goods, facilities and services actually provided by Broker and Broker will not retain duplicative payments for any of those goods, fees or services.

3.5 GOVERNMENT SPONSORED LOANS: All FHA-insured, VA-guaranteed, or other Agency sponsored loan shall be originated and closed in accordance with all requirements of the sponsoring Agency. With respect to the origination of any FHA-insured or VA-guaranteed Mortgage Loan, Broker may act as MFS's agent for the sole purpose of taking the Application. This agency relationship shall be solely for the benefit of Broker and MFS and not for the benefit of any third part. Broker shall act as MFS's agent only at such time as Broker submits such FHA-insured or VA-guaranteed Application to MFS for credit underwriting. At all other times, Broker shall be acting as an independent mortgage broker with respect to such FHA-insured or VA-guaranteed Mortgage Loan and the Applicant. Broker agrees not to advertise, publicize or discuss, in any manner whatsoever, the fact that Broker is acting as MFS's agent with respect to the origination of any FHA-insured or VA-guaranteed Mortgage Loan. Broker shall, with respect to the origination of any FHA-insured or VA-guaranteed Mortgage Loan, describe and represent MFS's policies, procedures and pricing only as set forth by MFS. Broker shall repurchase any Mortgage Loan that HUD refuses to insure if such refusal arises out of, results from or relates to the breach by Broker of any covenant, condition, term, or obligation, representation or warranty contained in this Agreement or the Guidelines, including, without limitation, those arising from any improper origination or processing of such Mortgage Loan.

3.6 COMMUNICATION WITH APPLICANTS: Except as may be otherwise provided in the Guidelines, Broker shall be responsible for all communications with Applicants. Broker shall promptly deliver to such Applicants any documents prepared by MFS and intended for delivery to Applicants.

3.7 LOAN RESCISSION, REIMBURSEMENT OF FEES: If Broker has collected any fees

from a Borrower, including any fees payable to a third party, in connection with a Mortgage Loan that is rescinded by the Borrower pursuant to applicable state or federal law or regulation, Broker shall promptly refund all such fees that are required to be refunded to the Borrower. Broker shall also pay to Borrower any other amounts to which Borrower is entitled, whether or not those amounts were ever paid to or through Broker.

ARTICLE 4: DUTIES OF MFS

4.1 UNDERWRITING OF REGISTERED APPLICATIONS: MFS or its agent shall Underwrite every Application Registered pursuant to this Agreement. MFS shall have no obligation to approve or close a Mortgage Loan which in its sole discretion does not meet MFS's Underwriting requirements. In making its determination, MFS expressly disclaims any conclusions Broker may draw as to the general quality or acceptability of the related Application. MFS retains sole and absolute discretion to reject any Application that does not comply with the terms and conditions of this Agreement or the Guidelines or for any reason whatsoever (except any reason prohibited by law), and to set the terms and conditions of any approval of an Application. MFS shall notify Broker of the disposition of an Application as set forth in the Guidelines. Broker may not represent that MFS has approved or will approve any Application until MFS informs Broker in writing that it has done so. If MFS declines any Application, Broker shall notify the Applicant promptly upon receipt of notice of MFS's decision and deliver the required adverse action notice to the Applicant in accordance with Applicable Requirements. Broker shall also maintain evidence that any adverse action notice required to be received by the Applicant was in fact received. MFS will have no obligation or liability to Broker for any mortgage loan that is not closed by MFS nor for any delays in the processing of any application.

4.2 CLOSING OF MORTGAGE LOANS: MFS shall proceed to the closing of the Mortgage loan under the terms and conditions of its approval. MFS shall prepare the closing package and close the Mortgage loan in its name and with its own funds. Notwithstanding the foregoing, if separately agreed to in an Addendum to this Agreement signed by the parties, MFS may authorize Broker (a) to prepare the closing package for MFS's review, and/or (b) close the Mortgage in Broker's name.

ARTICLE 5: GENERAL REPRESENTATIONS, WARRANTIES, AND COVENANTS OF BROKER

As an inducement to MFS to enter into this Agreement and to consummate the transactions contemplated hereunder, Broker makes the following representations, warranties and covenants to MFS and any successor in interest to MFS under this Agreement as of the date hereof, as of each and every date Broker submits an Application to MFS, and (with respect to each such Application) as of the date that the related Mortgage Loan is funded by MFS. MFS shall be deemed to have relied on such representations, warranties, and covenants, regardless of any independent investigation it may be made or may hereafter make.

5.1 DUE ORGANIZATION; GOOD STANDING: Broker is duly organized, validly existing and in good standing (in case of a corporation or limited liability company) under the laws of the state governing its creation and in existence during the time of its activities with respect to the origination of the Applications and closing of the Mortgage Loans subject to this Agreement.

5.2 AUTHORITY AND CAPACITY: Broker has all power, authority and capacity legally required to enter into this Agreement and to perform the obligations required of it hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action legally required. This Agreement constitutes a valid and legally binding Agreement of Broker enforceable in accordance with its terms.

5.3 EFFECTIVE AGREEMENT; NO CONFLICTS: The execution, delivery and performance of this Agreement by Broker, its compliance with the terms hereof and consummation of the transactions contemplated hereby, will not violate, conflict with, result in a breach of, give rise to any right of termination, cancellation or acceleration under, constitute a default under, be prohibited by or require any additional approval under its articles of incorporation (in the case of a corporation), bylaws, partnership agreement or other applicable organizational documents or any instrument of is bound, or any Applicable Requirements.

5.4 COMPLIANCE WITH LAWS: Broker has complied and shall comply, both in the conduct of its business generally, and in its origination of each Mortgage Loan and the submission of each Application, with all Applicable Requirements, including, without limitation upon the generality of the foregoing, the GLB

Act and the FCRA (as defined in Section 11.7 below), the Equal Credit Opportunity Act (“ECOA”) and Regulation B, including without limitation its requirements relating to nondiscrimination; the Truth-in-Lending Act and Regulation Z; RESPA and regulation X; and state laws and regulations governing mortgage lending and mortgage brokerage. Broker represents and warrants that no Mortgage Loan is a High Cost Loan as that term is defined in the Home Ownership and Equity Protection Act (“HOEPA”) or similar state and/or federal law, and the Mortgage Loan does not fall into any other classification under state law which the Guidelines identify as a Mortgage Loan not eligible for purchase. Broker further represents and warrants that it is properly licensed in all jurisdictions where required for the origination of Mortgage Loans as provided for in this Agreement and agrees to maintain all applicable licenses and approvals in good standing during the term of this Agreement. If any FHA, VA or other Agency sponsored Applications are offered to MFS, Broker warrants that it has obtained, and has provided copies to MFS of, all FHA, VA and other Agency approvals required to take any action taken or to be taken by Broker in relation to such files. Broker shall maintain, and, at MFS’s request, make available for MFS’s inspection, evidences of compliance with all such requirements.

5.5 NOTICE OF THREATENED ACTIONS: Except as otherwise disclosed to MFS in the Broker application, Broker has not been issued any administrative order, Cease and Desist decree or been the subject of regulatory action. Broker covenants to MFS that broker shall immediately advise MFS in writing of any inquiry, material complaint or pending or threatened action, by way of proceeding or otherwise, to revoke or limit any license, permit, authorization or approval issued or granted by any federal, state or local government or quasi-governmental body, or any agency or instrumentality thereof, necessary for Broker to conduct its business, or to impose any penalty or other disciplinary sanction in connection therewith, or any other sanction that would materially affect Broker’s business. In addition, in the event Broker received any letter, notice, or other writing (“Notice”) from any regulatory agency with respect to any Application Registered with MFS, Broker covenants to MFS that Broker shall advise MFS immediately of such Notice and deliver a copy of the Notice to MFS. Broker further represents and warrants that no unfair and deceptive practices and/or violations of any consumer protection laws and Broker covenants to MFS that Broker shall notify MFS immediately in the event of any such occurrence.

5.6 LITIGATION: Except as previously disclosed in writing to and acknowledged in writing by MFS, Broker is not party to (a) any pending, or, to Broker’s Knowledge, threatened litigation as a defendant involving fraud, misrepresentation, violation of any state or federal lending laws or regulatory compliant, (b) any claims by borrower, or (c) any negative investor or regulatory findings through audits, examinations or mortgage guaranty insurance investigations.

5.7 NO UNTRUE OR MISLEADING STATEMENTS: No representation, warranty or written statement (i) made by Broker to MFS in this Agreement or in any schedule, written statement or document furnished to MFS in connection with the transactions contemplated hereby, or (ii) contained in any Application contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

5.8 INSURANCE: Unless otherwise agreed to in writing by MFS, Broker possesses and shall maintain, at no expense to MFS, during the term of this Agreement, fidelity bond coverage and errors and omission insurance, and shall furnish evidence of such coverage upon request of MFS such policies shall be in reasonable amounts, with acceptable standard coverage, satisfactory to MFS. Broker shall notify MFS of changes thereto or cancellations thereof.

5.9 BUSINESS INFORMATION: Broker shall furnish MFS and its representatives with any necessary information and date concerning the affairs of Broker, as MFS may reasonably request, including without limitations information regarding the status of Broker’s licenses, permits, authorizations and approvals necessary for the conduct of its business as well as copies of such documents. Broker shall furnish, annually or as requested by MFS, copies of financial statements, the type and sufficiency of which shall be determined by MFS in its sole discretion, together with such other information bearing upon Broker’s financial condition as MFS may reasonably request.

5.10 ABILITY TO PERFORM: Broker represents that it employs or will employ a sufficient number of knowledgeable and capable individuals to perform the services required by the Agreement.

ARTICLE 6: REPRESENTATIONS, WARRANTIES, AND COVENANTS AS TO APPLICATIONS AND/OR MORTGAGE LOANS

As further inducement to MFS to enter into this Agreement and to consummate the closing and funding of Mortgage Loans hereunder, Broker makes the below referenced representations, warranties and covenants, as of the date of submission to MFS of the related Application, and as of the date that the related Mortgage Loan is

funded by MFS. Each of the following representations, warranties and covenants (a) applies to any and all Applications Registered by Broker with MFS and funded by MFS, (b) is for the benefit of MFS and its successors and assigns, (c) continues in full force and effect for so long as the related Mortgage Loan remains outstanding and for such time that MFS is subject to any risk of loss or liability as to such Mortgage Loan, (d) is deemed to have been relied on by MFS, regardless of any independent investigation MFS may have made or may hereafter make, and (e) is in addition to any other specific representations, warranties or covenants contained elsewhere herein.

6.1 COMPLIANCE WITH LAWS AND WITH MFS POLICIES AND PROCEDURES: To Broker's Knowledge, as of the date each Mortgage Loan is funded by MFS, the Mortgage Loan will comply with all applicable Requirements. The origination of the Mortgage Loan complies in all respects with the guidelines. Each Mortgage Loan Registered was originated by Broker and not by a third party. The Application (including all information and documentation submitted in connection with such Application) and, to Broker's Knowledge, all related Mortgage Loan Documents have been prepared and/or completed in accordance with the Guidelines and all Applicable Requirements, and all information provided by each of Applicant and Broker in such Applications, Mortgage Loan documents, or other documents and/or provided to any Agency or private mortgage insurer is true and correct in all respects and does not fail to disclose any facts which could be material or which would make such information misleading. All Broker compensation has been fully disclosed to the Applicant in compliance with Applicable Requirements and Guidelines. The Applicant has executed and received a copy of the broker disclosure(s) as required by the Guidelines and there are no disputes with respect to Broker's compensation in connection with the origination or closing of Mortgage Loan.

6.2 FACTUAL DISCLOSURE: With regard to all Applications submitted to MFS hereunder, all facts relating to any prospective Mortgage Loan transaction that are known or should be known to Broker and that may adversely affect the value of the Mortgage Property, the credit, character or capacity of the Borrower, the validity of the Mortgage, or any other aspect of the transaction, have been disclosed in writing to MFS. To Broker's Knowledge, the Mortgaged Property has not been damaged by fire, flood or other causes.

6.3 NO ADVERSE CIRCUMSTANCES: Broker has no knowledge of any circumstances or conditions with respect to the Application, the related Mortgaged Property, the Applicant or the Applicant's credit standing that reasonably could be expected to cause third party investors or the Agencies to regard any related Mortgage Loan as an unacceptable investment, cause any related Mortgage Loan to become delinquent or adversely affect the value or marketability of the related Mortgage Loan.

6.4 NO OTHER AGREEMENTS: Broker has not made, directly or indirectly, any payment on the Mortgage Loan, the Application, or any fee paid for goods and services rendered in connection with the origination and closing of the Mortgage Loan, or any other loan of Applicant from any other person or entity. Broker has also not made any agreement with the Applicant providing for any variation of the Note rate, schedule of payment or other terms and conditions of the related Mortgage Loan; and Broker has not received a request for approval of or notice of any proposed assumption, loss draft or payoff of the Mortgage Loan.

6.5 GOVERNMENT SPONSORED LOANS: With regard to FHA-insured and VA – guaranteed or other government sponsored Mortgage Loans, all submissions to MFS and the sponsoring agency are true, complete and accurate and comply with all requirements of the sponsoring Agency.

ARTICLE 7: RESPONSIBILITY FOR FRAUD; PURCHASE OBLIGATION.

Broker shall not submit any Application or other Mortgage Loan Document containing false or misrepresented information. Broker shall be responsible for all actions taken in the course of its performance of its obligations under this Agreement, whether performed by Broker, its employees or licensees, or the Applicant, or any other third party involved in the origination of the Mortgage Loan. Broker shall purchase any Mortgage Loan if fraud has occurred in the origination of such Mortgage Loan. Broker understands and agrees that in the event MFS reasonably believes misrepresentations or fraud (e.g., instances of misstatements and/or inconsistencies generated wither by Broker or with Broker's Knowledge) exists in an Application (or related document), MFS may report such misrepresentations for fraud to the appropriate state and federal regulatory authorities, law enforcement agencies, and fraud databases. Broker acknowledges the importance of MFS's right, and necessity to disclose such information. Broker waives any and all claims for liability, damages, and equitable or administrative relief in connection with MFS's disclosure of such information.

ARTICLE 8: PURCHASE

8.1 REASONS FOR PURCHASE; TIMING OF PURCHASE; PURCHASE PRICE;

ASSIGNMENT: Broker agrees to purchase from MFS any Mortgage Loan resulting from an Application subject to this Agreement, upon the terms and conditions set forth herein, in the event that Broker has breached any of the terms of this Agreement. Broker shall purchase any Mortgage Loan required to be purchased pursuant to this Agreement within ten (10) calendar days after Broker's receipt of written demand for repurchase from MFS. The purchase price for any Mortgage Loan that Broker is required to purchase hereunder shall be an amount equal to the sum of: (a) the then unpaid principal balance of the Mortgage Loan; (b) accrued interest through the date of purchase; (c) all un-reimbursed advances and extraordinary costs and expenses incurred by MFS with regard to such Mortgage Loan during the life of the Mortgage Loan; (d) all other costs, or expenses incurred by MFS, including penalties incurred by MFS from any investor, or servicer and reasonable attorneys' fees incurred in connection with the purchase, and (e) any fees paid by MFS, including but not limited to all fees and costs paid to Broker and/or other parties for goods and services rendered in connection with the origination and closing of the Mortgage Loan. Upon any such purchase of a Mortgage Loan by Broker, MFS shall endorse the Note and shall assign the Mortgage in recordable form to Broker, without representation and warranties, whether express or implied, and without recourse to MFS.

8.2 NON-WAIVER OF REMEDIES; RIGHT OF SETOFF:

MFS is not required to demand purchase with any particular period of time. Any delay or passage of time before making such demand shall not constitute a waiver by MFS and nothing contained in this Article 8 shall limit MFS's rights to any remedy, legal or equitable; all such legal and equitable remedies, including those provided for herein, being in addition to and not in lieu of any other remedy. Any amount owed by Broker to MFS may be offset by MFS against funds due Broker.

ARTICATLE 9: INDEMNIFICATION

Broker shall indemnify, defend and hold MFS harmless against and in respect of, and shall reimburse MFS for any and all losses, liabilities, claims, damages, costs including without limitation reasonable attorneys' fees and costs (including allocated costs of in-house counsel), and actions suffered or incurred by MFS which arise out of any covenant, condition, term, obligation, representation or warranty contained (i) in this Agreement or the Guidelines, or (ii) in any written statement or certificate furnished by Broker pursuant to this Agreement, the Guidelines, and/or the Broker application, including , without limitation, those arising from any improper origination or processing of Mortgage Loans; or (b) any material act or omission of Broker or any employee or agent of Broker, or of any Broker-selected third part, which act or omission adversely affects any Mortgage Loan registered with and funded by MFS hereunder. Without limiting the foregoing, Broker's obligations under this Article 9 shall include costs and expenses associated with MFS's efforts to require Broker to purchase Mortgage Loans under this Agreement. In all actions with third parties in which MFS has the right to be indemnified hereunder, MFS shall have the complete and exclusive right to determine the conduct and defense of such legal proceeding or investigation with such third party including, without limitation, the right to compromise, settle, defend or continue any such action.

ARTICLE 10: TERM; TERMINATION

10.1 TERM:

The term of this Agreement shall commence as of the date hereof and shall extend until the termination of this Agreement pursuant to this Article. Broker acknowledges that MFS may terminate Broker's participation in any or all of the Mortgage Loan Programs, with or without cause and at MFS's sole discretion, pursuant to this Article. Broker and MFS agree that this Agreement does not constitute an obligation or commitment of Broker to submit or deliver any specific loan, or of MFS to approve or fund any specific loan or loans.

10.2 TERMINATION WITHOUT CAUSE; TERMINATION FOR CAUSE:

MFS or Broker may terminate this Agreement without cause upon five (5) calendar days' written notice to the other party. Except as provided below, such termination shall not in any respect change or modify the obligations of the parties with respect to Applications that have been registered and rate locked with MFS pursuant to Article 2 prior to the date of termination. No termination hereunder shall change or modify Broker's obligations under this Agreement accruing prior to the date of termination. Notwithstanding anything to the contrary herein, MFS may (i) refuse to fund any Mortgage Loan, whether or not such Mortgage Loan has been registered and/or Rate-Locked (and MFS shall have no liability under this agreement for any such refusal) and/or (ii) terminate this

Agreement immediately, upon written notice to Broker, if (a) MFS determines that any fraud has occurred in the origination of any Mortgage Loan; (b) Broker fails to perform any of its obligations under this Agreement, or breaches any representation, warranty or covenant made herein; (c) any Applicable Requirement makes it unlawful for MFS and Broker to do business in accordance with the terms of this Agreement; (d) Broker misrepresents or misleads any Applicants or other persons about the obligations of MFS under this Agreement, misrepresents the relationship between MFS and Broker, or engages in or aids and abets another in any deceptive practice; (e) Broker attempts to assign its rights under this Agreement without MFS's prior written consent or fails to comply with the requirements of this Agreement restricting transfer of interest; (f) any of Broker's licenses, authorities, permits or approvals is revoked, suspended, or cancelled, or expires without renewal; (g) Broker is placed on debarment, limited denial of participation, exclusionary, or similar list of any government sponsored enterprise; or (h) Broker violates any Applicable Requirement, or violates any industry standard, including but not limited to codes of ethics or professionalism.

ARTICLE 11: MISCELLANEOUS

11.1 ASSIGNMENT: MFS shall have the right to assign or transfer this Agreement and its duties, obligations or rights hereunder. Broker may not assign, transfer or subcontract any of its duties, obligations or rights under this Agreement without MFS's prior written consent. A change in the ownership of, or merger or consolidation of, Broker, or sale by Broker of substantially all of its rights in the Applications and/or related Mortgage Loans that are the subject hereof, such assignee shall have the same rights as MFS with respect to this Agreement.

11.2 NOTICES: Any notice or demand shall be in writing and shall be deemed to have been given if either served personally or sent by prepaid, registered, or certified mail, return receipt requested, or by overnight courier. Notices shall be addressed to each party as indicated in this Agreement. Either party may give notice of its change of address by written notice to the other. Nothing in this section shall be interpreted to restrict MFS's right to modify the Guidelines as provided for elsewhere in this Agreement, or to publish such modifications in writing or by electronic means including, but not limited to, transmission by telecopier or posting to the MFS web site.

11.3 BOOKS AND RECORDS: Broker shall prepare and maintain files for Mortgage Loan Documents in accordance with applicable guidelines established in the Guidelines and Applicable Requirements. Broker and MFS shall keep and maintain a complete and accurate account, satisfactory to MFS, of all funds collected and paid relating to the Mortgage Loans. Broker shall give MFS, its employees, and its representatives, including without limitation internal and external auditors, quality control auditors, attorneys, and regulatory agency examiners, access, upon reasonable notice and during normal business hours, to audit and inspect Broker's files, books, records, reports, statistics and other documents of Broker relating to its obligations under this Agreement. Broker covenants that it will cooperate with MFS in the investigation of any claim and assist in the defense of any lawsuit arising out of the obligations of the parties under this Agreement. In addition, Broker will cooperate with MFS, its auditors and/or regulatory examiners in any audit of MFS and in any regulatory examination of MFS.

11.4 RELATIONSHIP OF PARTIES: Neither party is the partner, agent, employee or representative of the other and nothing in this Agreement shall be construed or deemed to create a partnership, joint venture, agency or employment relationship between MFS and Broker. Broker shall conduct business in its own name and not in MFS's name. Broker shall not represent that its office is an office, branch or agent of MFS or in any other way connected with MFS. Broker shall have no authority to sign any documents in behalf of MFS. Broker shall be responsible for its overhead and operations costs, payroll costs and all other costs.

11.5 CONSENT TO COMMUNICATION: Broker and MFS each understands that by executing this Agreement each such party is consenting to received communications (including, without limitation, Rate sheets) sent via facsimile, electronic mail and/or any other applicable electronic means by, or on behalf of, the other party hereto at such facsimile number(s) or electronic mail address(es) as designated by the other party from time to time. This consent will be in effect until such time as the Agreement is terminated, and any provision of the Agreement surviving such termination are no longer in effect.

11.6 EARLY REPAYMENT: Broker shall pay a fee with respect to any Mortgage Loan that pays off or otherwise liquidates (an "Early Repayment") within 150 days after the date the Mortgage Loan was funded. The fee shall be the amount of the yield spread premium MFS paid to Broker for each such Mortgage

Loan that is an Early Repayment. MFS shall notify Broker in writing for the amount due with respect to any Early Repayment. If payment is not promptly received by MFS, the amount owing may be setoff against any amount due to Broker from MFS.

11.7 CONFIDENTIALITY; SAFEGUARDING CONSUMER INFORMATION: Broker agrees that information concerning MFS's business (including that of all corporate affiliates) is "Confidential Information" and proprietary and shall be maintained in confidence and not disclosed, used, duplicated, published, disseminated or otherwise made available except as described in this section. "Confidential Information" may also include, without limitation, lists of (or other information relating to and identified with) customers, former or prospective customers or Applicants, trade secrets, confidential and proprietary methods, techniques, processes, applications, approaches, and other information of MFS in various forms, which information is used or is useful in the conduct of MFS's business including MFS's origination, purchase, and sale of mortgage products and the subject matter of this Agreement. Broker may use Confidential Information of MFS only (i) in connection with performance under this Agreement, and (ii) in compliance with applicable provisions of Subtitle A of Title V of the Gramm-Leach-Bliley Act (codified at 15 U.S.C. 6801 et seq.), as it may be amended from time to time (the "GLB Act"), the regulations promulgated thereunder, the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. (as it may be amended from time to time, the "FCRA") and all other Applicable Requirements. Except as described in this Agreement, Broker shall not copy Confidential Information or disclose Confidential Information to persons who do not need Confidential Information in order to perform under this Agreement. Broker shall maintain an appropriate information security program (in accordance with the GLB Act and/or any other Applicable Requirements) to prevent the unauthorized disclosure, misuse, alteration or destruction of Confidential Information. Confidential Information shall be returned to MFS upon termination of this Agreement. Confidential Information does not include information that is generally known or available to the public or that is not treated as confidential by the party claiming such information to be confidential, provided, however, that this exception shall not apply to any publicly available information to the extent that the disclosure or sharing of the information by one or both parties is subject to any limitation, restriction, consent, or notification requirement under any applicable federal or state information privacy law or regulation then in effect. If requested by MFS, any employee, representative, agent or subcontractor of Broker shall enter into a non-disclosure agreement with MFS to protect the Confidential Information of MFS. A breach of Broker's confidentiality obligation may cause MFS to suffer irreparable harm in an amount not easily ascertained. The parties agree that such breach, whether threatened or actual, will give MFS the right to obtain equitable relief, *i.e.*, obtain an injunction to restrain such disclosure or use with the requirement of posting a bond, and pursue all other remedies said party may have at law or in equity.

11.8 ADVERTISING AND TRADEMARK: Broker shall not use or appropriate in any manner either the name of MFS or of any subsidiary or affiliate of MFS, or any of MFS's (or such subsidiary or affiliate's) product names, trade names, symbols or trademarks, unless specifically licensed in writing to do so by MFS.

11.9 ENTIRE AGREEMENT: This Agreement, the Guidelines, and any other agreement, document or instrument attached hereto or referred to herein or in the Guidelines, contain the entire Agreement between the parties and supersede all prior agreements and understandings with respect to the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Agreement, the Guidelines, and any such agreement document or instrument, the terms conditions and provisions of this Agreement shall prevail.

11.10 MODIFICATION AND WAIVER: No termination, cancellation, modification, amendment, deletion, addition or other change in this Agreement, or any provision hereof, or waiver of any right or remedy herein provided, shall be effective for any purpose unless specifically set forth in writing signed by an authorized officer of the party or parties to be bound thereby. The waiver of any right or remedy in respect of any one occasion shall not be deemed a waiver of such right or remedy in respect of such occurrence or event on any other occasion. Nothing in this section shall be interpreted to restrict MFS's right to modify the Guidelines as provided for elsewhere in this Agreement or to publish such modifications in writing or by electronic means including, but not limited to, posting to the MFS website.

11.11 MODIFICATION OF OBLIGATIONS: MFS may, without any notice to Broker, extend, compromise, renew, release, modify, adjust or alter, by operation of law or otherwise, any of the obligations of the Borrower or other persons obligated under a Mortgage Loan without releasing or otherwise affecting the obligations of Broker with respect to such Mortgage Loan or otherwise under this Agreement.

11.12 SURVIVAL OF PROVISIONS: If any of the terms or provision of this Agreement are for any reason whatsoever held invalid, then such terms or provisions will be deemed severable and shall in no way affect the validity of enforceability of such remaining provisions and terms, all of which shall remain in full force and effect. All of the covenants, agreements, representations and warranties made herein by Broker shall survive

and continue in effect after the termination of the Agreement or the consummation of the transactions contemplated hereby.

11.13 GOVERNING LAW; JURISDICTION: This Agreement shall be governed by, and construed and enforced in accordance with, applicable federal law and the laws of the State of Texas. Any action arising out of this Agreement or the transactions contemplated hereby may only be instituted in any state or federal court located in Dallas, Texas. Further, each party expressly waives any objection that such party may have to the laying of venue of any such action, and irrevocably submits to the jurisdiction of any such court and agrees to be fully bound by any final unappealed decision of those courts.

11.14 AGREEMENT FAIRLY CONSTRUED: This Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared this Agreement.

11.15 COUNTERPARTS: This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The parties hereto acknowledge and agree that such counterparts may be executed by signatures sent by facsimile transmissions.

11.16 RELEASE OF LIABILITY: Broker hereby discharges and releases MFS, its parent companies, subsidiaries and affiliates, and their present and future directors, officers, employees, attorneys, and agents, and the successors and assigns of any of the foregoing, of and from any and all claims, demands, actions, causes of action, suites, damages, attorneys' fees, costs and expenses of suit, liabilities and judgments of whatsoever kind (a "Claim"), by reason of any act or omission relating to MFS's or such other party's use of any Application or verification of any information contained therein. Broker further indemnifies and agrees to defend and hold MFS harmless with respect to any Claim made by any past, present or future owner, officer or employee of Broker with respect to such use or verification.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the day and year first above written.

BROKER:

Mortgage Financial Services (MFS)
11940 Bricksome Ave, Suite D
Baton Rouge, LA 70816

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address for Notice