

MORTGAGE PURCHASE CONTRACT

This Mortgage Purchase Contract is entered into by and between MetLife Bank National Association, a national banking organization organized and existing under the laws of the United States and MetLife Home Loans, a division of MetLife Bank National Association (hereinafter referred to as the "Buyer") and _____ (hereinafter referred to as the "Seller") as of this _____ day of _____, 200__.

WHEREAS, Buyer and Seller are desirous of entering into binding commitments for the sale by Seller and the purchase by Buyer, on a flow basis, of certain residential mortgage loans (all such loans being hereinafter, from time to time, collectively referred to as the "Mortgages"), all in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, THIS MORTGAGE PURCHASE AGREEMENT WITNESSETH:

That in consideration of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby promise, covenant and agree as follows:

I. ELIGIBLE MORTGAGES. The following Mortgages shall be deemed to be eligible for purchase by the Buyer:

- a) Mortgages fully guaranteed by the Veterans Administration ("VA") (hereinafter referred to as "VA Mortgages"); and
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- b) Mortgages fully insured by the Federal Housing Administration ("FHA") (hereinafter referred to as "FHA Mortgages"); and
- c) Conventional fixed-rate and adjustable conforming and non-conforming Mortgages (hereinafter referred to as "Conventional Mortgages"); and
- d) Subordinate Mortgages that may be approved from time to time by Buyer.

PROVIDED HOWEVER, that at the time of purchase by Buyer, all Mortgages meet the requirements of, and be eligible for inclusion in, a Government National Mortgage Association ("GNMA") mortgage-backed security, a Federal National Mortgage Association ("FNMA") mortgage-backed security, a Federal Home Loan Mortgage Corporation ("FHLMC") mortgage-backed security or are in full compliance with Buyer or investor requirements, as appropriate.

All Mortgages must be secured by a valid first or second (in the case of approved subordinate Mortgages) mortgage/deed of trust lien on properties lying and situate in states where the Seller is licensed or otherwise authorized to do business. All Mortgages shall conform to the requirements as established from time to time by the VA, FHA, FNMA or FHLMC, as appropriate, or private investor guidelines.

II. REGISTRATIONS. All Mortgages shall be registered by Seller with Buyer in full conformance with the latter's loan registration policies and procedures. To the extent Buyer may change or alter the method of registration, Seller herein agrees to comply with the same. By registering a Mortgage Loan application, Seller commits to sell the Mortgage Loan to Buyer, unless the same is rejected or otherwise withdrawn by the applicant(s). Seller shall promptly notify Buyer if a registered Mortgage Loan will not close and the reason(s) therefor.

III. COMPENSATION. Prior to closing a Mortgage Loan application, Seller and Buyer shall agree to

a price. The price, as quoted by Buyer to Seller, will be expressed in interest rate and points. Such price is contingent upon the Mortgage Loan closing and the funds thereunder being disbursed to the borrower(s) no later than the expiration date of the registration and Seller's satisfaction of all terms and provisions of this Agreement. In the event the foregoing provisions are not met, Buyer, in its sole and absolute discretion, shall have the right to reprice the Mortgage Loan. For any Mortgage Loan that is paid in full on or before 120 days after closing the Seller will be assessed an early payoff fee equal to the amount of the servicing release premium that was paid on the Mortgage Loan to the Seller at the time of closing.

IV. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants that at the time of purchase of Mortgages by Buyer, that it is duly organized, validly existing and in good standing under the laws of the State of _____; that it has all requisite corporate power, authority and capacity to enter into this Agreement and to perform the obligations required thereunder; that it has duly authorized the execution, delivery and performance of this Agreement and this Agreement constitutes a legal, binding and valid obligation of Seller and its successors and assigns; and that its compliance with the terms and conditions hereof will not violate any provisions of its Articles of Incorporation, By-laws or any other instrument relating to the conduct of its business or any other agreement to which it may be a party; and that it has all licenses necessary to carry on its business as now being conducted and as contemplated by this Agreement. In addition, Seller is licensed, registered, qualified and in good standing in each state in which any real property securing repayment of a Loan is located and in each state in which Seller is engaged in the business of originating mortgage loans if the laws of such state require licensing, registration or qualification to engage in the business of originating mortgage loans, or is otherwise exempt under applicable law from such licensing, registration or qualification, and in any event is in full compliance with the laws, rules and regulations of each such state and of all real estate, mortgage lending or other regulatory or supervisory agencies having jurisdiction over Seller's activities to the extent necessary to ensure the enforceability of the Loans. Seller covenants to maintain all licenses, registrations and qualifications current and to keep itself in good standing with such regulatory and supervisory agencies. Seller further covenants to notify Buyer immediately upon the suspension, revocation, expiration or other termination of any licenses, registrations or qualifications, or of the taking of any action by any such regulatory or supervisory agency against Seller that could adversely affect Seller's licenses, registrations and qualifications. Seller holds all applicable authorizations and approvals, including, without limitation, those of FHA, VA, FNMA and GNMA, as are reasonably necessary to Seller's performance of its obligations hereunder in compliance with applicable law and secondary market requirements, and is not in violation of any of the requirements of any authorizations and approvals..

Seller further warrants, represents and covenants to Buyer, its successors and assigns, that, with regard to each Mortgage submitted by Seller to Buyer and/or purchased by Buyer, the following representations are true, complete and correct as of the date of each submission and/or purchase:

- a) That, except in the case of a Home Equity Line of Credit, the full principal amount of the Mortgage has been advanced to the mortgagor; and
- b) That the Mortgage has been duly recorded; and
- c) That the Mortgage is a valid, subsisting and enforceable first or second (in the case of approved subordinate Mortgages) lien on the property secured thereby; that the Mortgage is genuine and in all respects what it purports to be; that the property secured thereby is free and clear of all encumbrances and liens having priority over the first lien of the Mortgage, except for liens for real estate taxes and special assessments not yet due and payable, and, in the case of approved subordinate Mortgages, a first mortgage lien; that there are no unpaid taxes, ground rents, water charges, sewer rents, assessments or other outstanding charges affecting the lien of the Mortgage on the property secured thereby; that the terms of the Mortgage have not been waived, altered or modified, except by instruments of record described by a title insurance policy; that there are no setoffs or defenses against the obligations to pay the principal and interest as stated; that all parties to the Mortgage had the capacity to execute the same; that the Mortgage has not been assigned or pledged, except as required by Buyer, and that the Seller has good title thereto and full right to transfer the same to Buyer free and clear of all encumbrances; that all payments required to be made to date under the terms of the Mortgage have been

made; that the Mortgage has not been satisfied or subordinated, in whole or in part, and the property secured thereby has not been released, in whole or in part, from the lien of the Mortgage; and that the Mortgage meets, or is exempt from, applicable state or federal laws or regulations pertaining to usury; and

- d) That with regard to an FHA Mortgage, the Federal Housing Commissioner has or will issue a Mortgage Insurance Certificate; that any payment due on the mortgage insurance premium has been paid; that nothing has been done or omitted, the effect of which act or omission would be to invalidate the contract of insurance; and that the Mortgage complies with all applicable FHA regulations; and
- e) That with regard to a VA Mortgage, the VA has or will issue its Loan Guarantee Certificate for Full Guarantee; that any payment due on the funding fee has been paid; that nothing has been done or omitted, the effect of which act or omission would be to invalidate the guaranty; and that the Mortgage complies with all applicable VA regulations; and
- f) That Seller will provide Buyer with an FHA Mortgage Insurance Certificate or a VA Loan Guaranty Certificate within one hundred twenty (120) days from the date an FHA Mortgage or VA Mortgage, as appropriate, is closed, in such form and content as to permit Buyer to promptly place the Mortgage in a pool as collateral for a GNMA Guaranteed Mortgage-Backed Security, time being of the essence to Buyer; and
- g) That all requirements of any federal, state or local law including, but without limitation, truth-in-lending, real estate settlement procedures, consumer credit protection, equal credit opportunity or other applicable disclosure laws have been complied with, and Seller agrees, at its sole expense, to defend any action brought against Buyer or its assignee(s) for any alleged violation thereof and to indemnify and hold them harmless against any loss or damage incurred thereby, including court costs and attorney's fees; and
- h) That with regard to flood insurance, Seller represents that all applicable provisions of the Flood Disaster Protection Act, as amended from time to time, have been complied with and Seller hereby agrees to indemnify and save Buyer and its assignee(s) harmless from and against any loss or damage incurred thereby, including court costs and attorney's fees; and
- i) That all of the improvements, which are included for the purpose of determining the appraised value of the property secured thereby, lie wholly within the boundaries and building restriction lines of such property; that no improvements on adjoining properties encroach upon the mortgaged premises; and that the improvements were completed in full compliance with the rules and regulations of any governmental authority or agency having jurisdiction thereof; and
- j) That, to the best of Seller's knowledge, there is no proceeding pending for the total or partial condemnation of the mortgaged premises; and
- k) That Seller has no knowledge of any circumstances or conditions with respect to the Mortgage, the property secured thereby, the mortgagor or the mortgagor's credit standing that can reasonably be expected to cause private institutional investors to regard the Mortgage as an unacceptable investment, cause the Mortgage to become delinquent or otherwise adversely affect the value or marketability of the Mortgage or the security therefor; and
- l) That the Mortgage contains customary and enforceable provisions such as to render the rights and remedies of the holder thereof adequate for the realization against the property of the benefits of the security and that there is no homestead or other exemption to the mortgagor which would interfere with such rights and remedies; and
- m) That, if required by Buyer, the Mortgage is covered by a fully paid American Land Title Association mortgage title insurance policy or other generally accepted form of policy or

insurance acceptable to Buyer, issued by a title insurer acceptable to Buyer and qualified to do business in the jurisdiction where the mortgaged property is located, insuring the Seller, its successors and assigns as their interests may appear, as to the first priority lien of the Mortgage in the original principal amount of the same; that such policy is in full force and effect and will be in full force and effect upon the consummation of the transactions contemplated hereunder; that Seller will deliver to Buyer the recorded Mortgage together with the policy within one hundred twenty (120) days from the date of Mortgage closing, time being of the essence; and that Seller has not done, by act or omission, anything which would impair the coverage of such policy; and

- n) That all improvements situate upon the mortgaged premises are insured, by a generally accepted insurer, against loss by fire, hazards of extended coverage and such other hazards as are customary in the area, all in an amount which is at least equal to the outstanding principal balance of the Mortgage or replacement cost, whichever is less; that if the mortgaged premises are in an area identified as having special flood hazards, a flood insurance policy meeting the requirements of the Federal Insurance Administration, as amended from time to time, is in full force and effect with a generally accepted insurance carrier; that all such insurance policies contain a standard mortgagee clause naming Seller, its successors and assigns as their interests may appear, and all premiums thereon have been paid in full; and that the Mortgage obligates the mortgagor thereunder to maintain all such insurance at mortgagor's cost and expense, and, on the mortgagor's failure to do so, authorizes the holder to maintain such insurance at mortgagor's cost and expense and to reimbursement therefor from the mortgagor; and
- o) That all terms, conditions and covenants of this Agreement are true, complete and correct and that Seller will promptly notify Buyer if it becomes aware of such terms, conditions and covenants becoming untrue; and
- p) That Seller has complied with all of the funding instructions as referenced in the Buyer's guidelines.
- q) That each VA and FHA Mortgage was originated via a face-to-face interview by Seller and not by a third party; and
- r) That the Mortgage Loan was closed and the funds thereunder were disbursed to the borrower(s) no later than the expiration date of the registration; and
- s) That the Mortgage Loan conforms, in all respects, to Buyer's product and program guidelines which have heretofore been delivered to Seller, all as the same may be amended from time to time. Real estate appraisal reports submitted as part of the Mortgage Loan shall fully comply with the standards outlined in Exhibit "A"; and
- t) That any copy of any document delivered by Seller to Buyer is a true and accurate copy of the original document and all signatures and initials thereon are authorized and genuine, there exists no fraud or misrepresentation by any party to the Mortgage Loan, and each representation in the Mortgage Loan file is true and correct. The examination of any document (original or copy) by Buyer shall not constitute a waiver of this or any other representation, warranty or covenant of Seller under this Agreement or as evidence that Buyer did not rely upon this or any other representation, warranty or covenant of Seller under this Agreement.

V. REPURCHASES. Repurchase may be required, at Buyer's option, if:

- a) the Mortgage does not satisfy the terms and conditions of this Agreement or VA, FHA, GNMA, FNMA, FHLMC or private investor guidelines, as appropriate; or
- b) the documentation is improper or incomplete after one hundred twenty (120) days from the closing of the Mortgage or does not otherwise conform to the requirements noted in the Buyer's guidelines; or

- c) any of the representations or warranties more fully referenced in Paragraph IV. hereof are found to be untrue; or
- d) the borrower becomes sixty (60) or more days delinquent during the first six (6) months from the date the Mortgage is purchased by Buyer.

The repurchase price shall be equal to (i) the then outstanding principal balance of the Mortgage, plus (ii) accrued and unpaid interest thereon at the mortgage rate, plus (iii) any servicing premium paid, plus (iv) any costs, discounts or other expenses incurred by Buyer with respect to the Mortgage including, but not limited to escrow advances, foreclosure expenses, costs of property protection and reasonable attorney's fees. Such sums shall be paid within forty-eight (48) hours from demand.

- VI. SERVICING. Upon the purchase by Buyer of the Mortgages, all servicing rights thereunder shall be released to Buyer.
- VII. SURVIVAL OF AGREEMENT. The terms, covenants and conditions of this Agreement shall survive delivery of the Mortgages (any endorsement of the Mortgages to the contrary notwithstanding) and shall inure to the benefit of all future assignees thereof. This Agreement is not assignable by either party without the other's prior written consent.
- VIII. TERM. This Agreement shall continue until such time as written notice of termination is given by either party to the other. Seller's repudiation or breach of this Agreement or failure to perform any of the covenants made herein shall be deemed a repudiation or breach of, or failure to perform, all outstanding commitments to Buyer, and this Agreement shall be terminated automatically, with Buyer having no further obligation to Seller to purchase Mortgage Loans. If such termination is for reasons other than cause, either party shall have the right to terminate this Agreement, upon serving the other with one hundred twenty (120) days prior written notice of its intent to do so. Notwithstanding service of notification of intent to terminate, each party agrees to act in good faith and discharge their respective rights and obligations through and including the date of termination. Seller agrees that the Mortgage Loans are unique and that, in the event Seller or any other person holding mortgage documents shall fail to deliver the documents as required, Buyer shall have, in addition to any claim for damages available at law or in equity, the right to have documents returned to Buyer, the right to require Seller to correct or replace documents, and the right of specific performance against Seller or other person holding documents.
- IX. NO JOINT VENTURE. The parties hereto are, and will remain, independent contractors and no term or provision of this Agreement shall be construed as creating a joint venture between the parties hereto. In connection therewith, Buyer alone, in its sole and absolute discretion, shall have the authority to approve or decline the purchase of a Mortgage Loan, and neither Buyer nor Seller shall represent to a third party, either orally, in writing or by implication, that either is an employee or agent of the other. Each party's rights under this Agreement are on a non-exclusive basis, and each party shall be free to contract with other parties for the purposes set forth herein.
- X. FINANCIAL RECORDS. Seller will make available to Buyer, upon request, records of all activity relating to Mortgage Loans registered and/or purchased by Buyer. Buyer reserves the right to conduct audits of such books and records of Seller during normal business hours. Further, and upon request, within ninety (90) days following the end of each fiscal year of Seller, Seller shall deliver to Buyer its financial statements covering such fiscal period, including a balance sheet as of the end of such fiscal year, an income statement for such fiscal year, and related statements of changes in financial position and shareholders' equity for such fiscal period setting forth in each case in comparative form, figures for the previous fiscal year, all in reasonable detail and, if requested by Buyer, such financial statements shall be certified by an independent firm of certified public accountants.
- XI. INDEMNIFICATION. In connection with the covenants, obligations, representations, warranties, terms and conditions to be performed and complied with pursuant to this Agreement and in connection with any Mortgage Loan submitted by Seller to Buyer (whether or not Buyer accepts

the same), and notwithstanding any review made by Buyer and any knowledge thereby acquired, Seller agrees to indemnify and hold Buyer harmless from, any liability, claims or expenses (including reasonable attorney's fee and the cost of litigation and/or settlement), including, but not limited to any action, suit, proceeding, claim, demand, judgment, or expenses incident thereto which it, or its officers, directors, employees, and/or agents may suffer by reason of any negligent act or omission of Seller, failure of Seller to comply with, or observe, all applicable federal, state, and local laws and regulations, or by reason of the breach of any warranty or the falsity of any representation made in Paragraph IV. above or otherwise. The parties hereto mutually agree that this indemnification shall survive the execution, termination, or cancellation of this Agreement.

- XII. FEES. Except as herein provided, Buyer is not responsible for the payment of any fees to Seller. Seller is rendering a service solely to the person(s) seeking a Mortgage Loan (i.e., the borrower[s]), and any fees that Seller is entitled to receive shall come from the borrower(s). Such fees shall be in an amount which bears a reasonable relationship to the duties performed by Seller and shall not be in an amount deemed excessive or unreasonable under any federal, state or local law, rule or regulation. Seller shall bear full responsibility for issuing the appropriate notice to the applicant(s) mandated by ECOA and for establishing, receiving or refunding any fees if the loan is rejected, withdrawn or if the borrower(s) exercise(s) any applicable rights to rescind the loan. The fees collected from the borrower on each loan transaction shall fully comply with the fee guidelines and restrictions as set forth in Exhibit "B".
- XIII. APPLICABLE LAW. This Agreement shall be interpreted and construed in accordance with, and shall be governed by, the laws of the State of Texas. Any dispute arising between the parties shall be resolved in a state or federal court of appropriate jurisdiction in the State of Texas. **IN THE EVENT BROKER HAS PREVIOUSLY ENTERED INTO ANOTHER BROKER OR PURCHASE AGREEMENT WITH METLIFE THAT AGREEMENT IS SPECIFICALLY AMENDED BY THIS SECTION 29 TO PROVIDE THAT THE CHOICE OF GOVERNING LAW AND JURISDICTION SHALL, EVEN FOR DISPUTES ARISING UNDER ANY PRIOR AGREEMENT, BE GOVERNED BY THIS SECTION 29.**
- XIV. MISCELLANEOUS.
- a) Should any provision of this Agreement, for any reason, be declared invalid, such declaration shall not affect the validity of the remaining provisions which shall remain in full force and effect.
 - b) Seller understands and agrees that time is of the essence with respect to each and every provision of this Agreement, in particular, with respect to the registrations entered into pursuant to this Agreement.
 - c) Seller acknowledges that Buyer's product and program guidelines heretofore delivered to Seller may be altered or amended from time to time in Buyer's sole and absolute discretion.
 - d) Buyer reserves the right, exercisable in its sole and absolute discretion, to offset against all fees or other compensation owing to Seller, any and all losses, reasonable expenses or other costs due Buyer as a consequence of this Agreement or a breach thereof.
 - e) Seller agrees to not knowingly and/or directly solicit, for the remaining term of each of the Mortgage Loans, any borrower for purposes of refinancing the same. In the event any Mortgage Loan is paid in full within one hundred-twenty (120) days from the date of closing as a consequence of a refinance in which Seller participated, Seller shall refund to Buyer, immediately upon demand, all service released premiums previously paid by Buyer to Seller in connection with that Mortgage Loan.
 - f) Seller understands and acknowledges that Buyer is fully committed to the principles of Fair Lending and to encouraging each of its third-party vendors, including Seller, to follow similar principles and to request that Seller and each of its owners, officers, partners,

agents and employees are all adequately trained in Fair Lending policies and procedures. Seller's signature on this Agreement will acknowledge that Seller has received and reviewed the Fair Lending Policy adopted by Buyer, which is attached hereto as Exhibit "C", and that Seller has taken and will continue to take action to ensure that Seller and each of its owners, officers, partners, agents and employees are adequately trained in and follow generally recognized Fair Lending policies and procedures. Seller also acknowledges that it has received and reviewed the Privacy Requirements for Outside Service Providers adopted by Buyer, which is attached hereto as Exhibit "D," and acknowledges and understands the terms of use for any computer systems made available to Seller by Buyer, which is attached hereto as Exhibit "E" and agrees to be comply with all aspects of these requirements.

XV. ENTIRE AGREEMENT/MODIFICATION.

- a) This Agreement contains the entire agreement of the parties, and any representations, inducements, promises, or agreements between the parties not contained herein shall have no force and effect. No provision contained in the Agreement shall be modified or altered, except with the prior written consent of Buyer and Seller.
- b) Neither the failure of a party to exercise any right given to it under this Agreement or to insist on the other party's strict compliance with any obligation of this Agreement, nor custom or practice of the parties or of the industry that is at variance with the terms of this Agreement shall constitute a waiver of either party's right to demand of the other party exact compliance with the terms and conditions of this Agreement.
- c) Waiver by either party of a particular default by the other party, shall not affect or impair the first party's rights with respect to any subsequent default by the other party, whether of the same or of a different nature, nor shall any delay or omission of either party to exercise rights arising from a default of the other party affect or impair the first party's rights with respect to that default or any subsequent default.

XVI. NOTICES. All notices shall be in writing and shall be sent by registered or certified mail to the addresses set forth below, unless a written notice to the contrary has been received by the other.

If to Seller:

ATTN: _____

If to Buyer:

METLIFE HOME LOANS

Attn: TPO Administration
4000 Horizon Way
Irving, TX 75063

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date and year shown in the first sentence of this Agreement, thereby acknowledging their acceptance of the terms and conditions set forth herein.

SELLER

METLIFE HOME LOANS,
A Division of MetLife
National Association

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT "A"

Appraisal Requirements

Appraisal reports submitted to MetLife must be prepared by appraisers that:

- Are state-licensed or state-certified and in good standing or certified in accordance with the provisions of Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), and all applicable State laws.
 - FIRREA requires the appraisal be prepared by a state-licensed or state-certified appraiser when the total combined loan amounts is less than \$1,000,000, or by a state-certified appraiser only when the total combined loan amount is \$1,000,000 or more.
- Have the knowledge, experience, and expertise about, and access to, the necessary and appropriate data sources and information for the areas in which the appraisal assignments will be located, in accordance with the Competency Rule of the Uniform Standards of Professional Appraisal Practice.
- Do not have a conflict of interest or would constitute a non-arms length transaction with the Mortgage Broker. A Conflict of interest is a situation in which a person has competing professional and personal interests in a transaction. This includes situations when an individual's personal interests or concerns may be contrary to his or her responsibilities to MetLife. A non-arms length transaction is one where the parties to the loan and/or sales transaction are related, such as family member, employer/employee, or principal /agent. This relationship may influence the transaction.

EXHIBIT "B"

Points and Fees Restrictions

The total points and fees charged to the borrower must not exceed the greater of \$1,000 or 5 percent of the loan amount, unless state law is more restrictive. For purposes of this guideline, the following fees are included:

- Origination fees
- Discount points (Bona fide discount points used to buy down the interest rate are **not** included)
- Seller revenue fees (i.e., administration fees, underwriting fees, processing fees, application fees, etc.)
- Broker revenue fees (i.e., administration fees, broker fees, underwriting fees, processing fees, application fees, etc.)
- Premium pricing (Yield Spread Premium)

For purposes of this guideline, fees and points **DO NOT** include:

- Bona fide discount points (i.e., points that reduce the par rate per MetLife's applicable rate sheet)
- Fees paid for actual services rendered to third parties in connection with the mortgage loan origination (including those paid to affiliates), such as attorney's fees, notary's fees, and fees paid for property appraisal, credit reports, surveys, title examinations, flood certificates, home inspections, etc.
- Servicing Release Premiums ("SRP") which are not paid by the borrower
- The cost of mortgage insurance
- The cost of title, hazard, and flood insurance policies
- State or local transfer fees or taxes

EXHIBIT "C"

Fair Lending Policy

Buyer is committed to making available meaningful mortgage credit services to all of our customers and potential customers within each of our diverse communities on a fair and equitable basis. We will provide every customer and potential customer an equal opportunity to apply for each of our available mortgage services. We believe that our commitment to fair lending is a good and sound business practice that allows us to serve all of our customers and communities. We believe that our success at serving a wide range of consumer and business credit customers is essential to our economic vitality.

Buyer will not tolerate discrimination in its lending or business practices by any of our officers, employees, or approved Sellers in serving our customers and potential customers. Buyer will always strive to lead by example in assuring that fair lending principles are fully integrated into all of our corporate policies and procedures, our marketing efforts and our relationships with third parties involved in the credit process.

We believe that our commitment to fair lending is strengthened and reinforced by our equally strong commitment to the creation of a diverse workforce which will continue to reflect the values, aspirations and spirit of our multi-cultural communities, and thereby allow us to better understand and respond to the legitimate multi-faceted credit needs of our communities.

In order to fulfill our commitment, we have empowered each of our officers and employees to use their best personal and professional efforts and resources to continue to make available meaningful services to all of our customers and communities on a fair and equitable basis.

EXHIBIT "D"

Privacy Requirements for Outside Service Providers

Confidentiality. Seller agrees that any proprietary, financial or other non-public information that it obtains directly or indirectly as the result of its working with Buyer in connection with the origination of Loans as contemplated by this Agreement regarding actual or potential Borrowers (collectively, the "Information") shall be "confidential" as of the date that the Seller obtains such Information regardless of whether the Information is received prior to, contemporaneously with, or subsequent to the execution of the Agreement.

Information. Such Information will include, but not be limited to, "nonpublic personal information" as that term is defined in Subtitle A of Title V of the Gramm-Leach-Bliley Act (15 USC §6801) (the "Act") and the implementing Interagency Privacy Regulations such as 12 CFR Part 40, as each may be amended from time to time.

Limited Usage. The Seller agrees that it will use the Information solely for the purpose for which the Information is disclosed to it by Buyer or by any other party or as otherwise permitted under the Act or the implementing Privacy Regulations, including, but not limited to, use under an exception in §14 or §15 of the Privacy Regulations, in the ordinary course of business to carry out the purposes for which the Information was disclosed to Seller. Seller agrees to maintain the confidentiality of the Information at least to the same extent as Buyer is required to maintain the confidentiality of the Information under the Act and the implementing Privacy Regulations as each may be amended from time to time. The purpose of this provision is to limit the right of the Seller to disclose such Information solely for the purposes for which Buyer has disclosed the Information to the Seller and to preclude the Seller from sharing an actual or potential Buyer customer's "nonpublic personal information" as that term is defined in the Act with others.

Account Numbers. To the extent that Seller is provided with any account numbers or similar code of a potential or actual customer of Buyer; Seller agrees that it will only use that Information on behalf of Buyer as provided in the terms of the Agreement; and Seller will not share that account number with any other party.

Non-Consumers. In addition, Seller is prohibited from sharing information on any actual or potential customer of Buyer, even if the customer relationship with Buyer is for business or commercial purposes, without the express written authorization of Buyer.

Survival. The promises in this Rider shall survive the termination of the Agreement.

EXHIBIT "E"

Use of Computer Systems

By logging onto and using any computer system made available by Buyer (commonly known as the "Pronto") Seller agrees to the following terms and conditions:

1. Seller will take active measures to secure and protect all access devices, including identifications and passwords;
2. Seller will take active measures to ensure that no persons other than those with your specific permission and in your employment will have access to the system;
3. Seller will take active measures to ensure that access devices, including, without limitation, identifications and passwords, are not made available, or do not become available, to any person outside your employment, including, without limitation, your applicants, customers, clients or borrowers;
4. Seller will take full and complete responsibility and liability in the event your actions or inactions, including without limitation, the actions or inactions of your current or former employees, result in an unauthorized person gaining access to the system and will indemnify and hold harmless Buyer and its applicants and borrowers, including, without limitation, any applicants you or your employees have entered into the system, for any loss, harm or liability that may be incurred by Buyer or any such applicant or borrower;
5. Seller agrees to immediately notify Buyer in the event you are informed of or have reason to suspect a breach of the above requirements has occurred and will cooperate fully in any investigation by Buyer, its regulators or any other regulatory or enforcement agency.