



AGREEMENT

 Correspondent Lending

Correspondent Loan Purchase Agreement

This agreement is entered into between Franklin American Mortgage Company (the "Buyer") and TIDEMARK FCU (the "Seller") as of the date set forth beneath the Buyer's signature on the last page of this Agreement.

The Buyer intends to purchase Mortgage Loans and related servicing rights from the Seller. Therefore, the Buyer and the Seller agree as follows:

Section 1: Definitions

- Affiliate** An entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, another entity. For purposes of this definition, "control", "controlled by", and "under common control with" means the direct or indirect possession of ordinary voting power to elect a majority of the board of directors or comparable body of an entity.
- Agency** Fannie Mae, Freddie Mac, FHA, HUD, VA, GNMA, USDA and/or a Private Investor, as applicable.
- Agency Guide**
- a) Any GNMA, USDA and HUD Handbook, manual, and Securities Guide
 - b) The Fannie Mae Selling and Servicing Guides
 - c) The Freddie Mac Seller's and Servicers' Guides, and/or
 - d) Any guide or instructions provided from time to time by a Private Investor, in each case as such Agency Guide may be amended from time to time.
- Agreement** This Correspondent Loan Purchase Agreement, the Manual and any exhibit to this Agreement.
- AIR** Appraisal Independence Requirements adopted pursuant to the agreement by and among Fannie Mae, Freddie Mac, the Federal Housing Finance Agency, and the Attorney General of the State of New York, as amended or supplemented from time to time, to the extent applicable.
- Applicable Requirements**
- a) The contractual obligations of Seller or Originator (including those contractual obligations contained in the Manual and/or in any of the other Contract Documents, in any agreement with any Insurer, or in any of the Mortgage Loan Documents) for which Seller or Originator was or is responsible.
 - b) All applicable federal, state, and local legal and regulatory requirements binding upon Seller or Originator.
 - c) All other applicable requirements and guidelines of each governmental and quasi-governmental agency, board, commission, instrumentality and other governmental body or office having jurisdiction
 - d) All other applicable judicial and administrative judgments, orders, stipulations, awards, writs, and injunctions.
 - e) The reasonable and customary mortgage origination and servicing practices of prudent mortgage lending institutions that make and service mortgage loans of the same type as the Mortgage Loans in the jurisdictions in which the related Mortgaged Properties are located.



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Borrower	Each obligor under a Mortgage Note and/or each person who executes a Mortgage.
Commitment Confirmation	Written or electronically transmitted notification provided to the Seller by the Buyer evidencing the Buyer's commitment to purchase the Mortgage Loans specified in said notice in accordance with Applicable Requirements and the provision of the Manual.
Commitment Date	The date upon which a Commitment Confirmation becomes effective, as specified in the Commitment Confirmation.
Contract Documents	This Agreement, the Manual, Commitment Confirmations, and any and all other documents, instruments, and materials required by the Buyer in connection therewith, and any and all attachments and exhibits to any and all of the foregoing, and any and all amendments thereof.
Contract Underwriter	The entity designated as acceptable by the Buyer, to underwrite Mortgage Loans on behalf of the Seller.
Correspondent Programs	The loan programs, products, and delivery channels for Mortgage Loans offered by the Buyer as specified in the Manual and as modified, added, or deleted by the Buyer from time to time.
Delegated Underwriting Authority	The authority of the Seller to underwrite Mortgage Loans on behalf of the Buyer under the terms of a Delegated Underwriting Amendment between the Buyer and the Seller.
Early Payment Default	A Mortgage Loan which becomes ninety (90) days or more delinquent on any of the first four payments due on the Mortgage Note following the Purchase Date by Buyer.
Event of Default	<p>The occurrence of any one or more of the following:</p> <ul style="list-style-type: none">a) Seller fails to perform or observe any of its obligations, covenants, or agreements set forth in any of the Contract Documents for a period of ten (10) business days or more (or three (3) business days with respect to the payment of money) after the date upon which the Buyer gives written notice of such failure to Seller; provided that such Event of Default shall be deemed immediate with respect to any such failure which, in Buyer's sole discretion, is incurable or cannot reasonably be cured within the cure period (said cure period shall not apply to events listed in subsection (b) through (h) hereof.b) Any representation or warranty made by or on behalf of Seller in any of the Contract Documents shall prove to have been false or incorrect in any material respect at the time it was made.c) Seller fails to meet any capital, or other financial standard imposed by any Applicable Requirement, any material adverse change occurs in the financial condition of Seller, or Seller fails to provide any information, including information regarding Seller's financial condition, as requested by Buyer.d) Seller misrepresents or misleads anyone about the obligations of Buyer under this Agreement, misrepresents the relationship between Buyer and Seller, or engages in or aids or abets in fraudulent or deceptive practices.e) A decree or order of a court or agency or supervisory authority having jurisdiction for the appointment of a trustee conservator, receiver, or liquidator in any bankruptcy, insolvency,



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readjustment of debt, or similar proceeding, shall have been entered against Seller.

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

g) Seller is placed on any debarment, limited denial of participation, exclusionary, or similar list of any Agency or Seller violates any Applicable Requirement

h) Seller fails to provide reasonable assurances as described in Section 13 hereof.

FHA	The Federal Housing Administration or any successor.
Fannie Mae	Fannie Mae or any successor.
Freddie Mac	The Federal Home Loan Mortgage Corporation or any successor.
GNMA	The Government National Mortgage Association or any successor.
HUD	The United States Department of Housing and Urban Development or any successor.
Manual	The Buyer's online correspondent lending manual.
Mortgage	A mortgage, deed of trust, or other such security instrument that is executed by a Borrower pledging the Mortgaged Property as security for repayment of a Mortgage Note.
Mortgage Documents	All documents required by the Manual, applicable law, an Agency, and/or a private mortgage insurer to originate and service a Mortgage Loan and issue a related security.
Mortgage Loan	A residential mortgage loan to be sold to Buyer by Seller.
Mortgage Loan File	The contents of the file delivered to Buyer by Seller for each Mortgage Loan sold or to be sold by Seller to Buyer. The Mortgage Loan File shall contain the documents enumerated in the Manual and any additional documents required to be added to the Mortgage Loan File pursuant to any other Contract Document, an Applicable Requirement or upon the Buyer's reasonable request.
Mortgage Note	The written promise of a Borrower to pay a sum of money in United States dollars at a stated interest rate over a specified term, and that is secured by a Mortgage.
Mortgaged Property	The real property, together with the one-to-four family dwelling and any other improvements situated on such real property that have been pledged by a Borrower under a Mortgage as collateral to secure the obligation under a related Mortgage Note.
Mortgagor	The person or persons obligated on the Mortgage as mortgagor(s).
Originator	With respect to any Mortgage Loan, anyone that took the mortgage loan application, processed the mortgage loan application, closed (or assisted in) the closing of the Mortgage Loan, and/or funded the Mortgage Loan




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Private Investor	Any entity other than Fannie Mae, Freddie Mac, GNMA, or USDA that purchases a Mortgage Loan from the Buyer.
Purchase	The payment by Buyer of the Purchase Price for a Mortgage Loan on the Purchase Date to Seller or Seller's designee, or any other party legally entitled to receive the Purchase Price (including Seller's Warehouse Lender).
Purchase Date	The date of the Purchase of any Mortgage Loan.
Purchase Price	The dollar amount agreed to be paid by Buyer to Seller for a Mortgage Loan in accordance with the pricing terms set forth in the Manual, together with any applicable Servicing Release Premium.
Register or Registration	The act or process of registering a Mortgage Loan with Buyer in accordance with the procedures set forth in the Manual. A Mortgage Loan that is registered may be in a float status or a rate-locked status as provided in the Manual.
Repurchase Price	An amount equal to the greater of the Purchase Price for the Mortgage Loan paid by the Buyer (including any amount in excess of par paid by Buyer) or the outstanding principal balance of the Mortgage Note as of the Purchase Date; <u>less</u> the aggregate amount of reductions of the principal balance of the Mortgage Note received by Buyer or Private Investor as of the date of the repurchase; <u>less</u> any reductions of the principal balance of the Mortgage Note received through proceeds as a result of foreclosure, disposition of security, or subsequent sale of the Mortgage Loan; <u>plus</u> any and all interest payable on the outstanding principal balance of the Mortgage Note as of the date of repurchase at the Note rate; <u>plus</u> any and all costs and expenses, including any advances for escrows accounts, costs of foreclosure, reasonable attorneys' fees, and costs (if any) associated with purchasing the Mortgage Loan out of a pool of Mortgage Loans, incurred by Buyer in connection with the Mortgage Loan, the Mortgaged Property, and/or the Mortgagor.
Servicing Release Premium	The amount to be paid to Seller for the Servicing Rights associated with a Mortgage Loan as specified in writing by Buyer.
Servicing Rights	With respect to a Mortgage Loan, the right to administer, collect payments, pay taxes and insurance, remit payments, provide foreclosure services, and provide full escrow administration.
Third Party Originator	Any agent or independent contractor which originates a Mortgage Loan for or on behalf of the Seller. The Seller shall receive the Buyer's written approval before selling Third Party Originator Mortgage Loans to the Buyer.
USDA	The United States Department of Agriculture, or any successor to the USDA
VA	The Department of Veterans Affairs, or any successor to the VA.



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Section 2: Loans Eligible for Purchase

The Seller will offer to sell Mortgage Loans on a service released basis that are: a) closed no more than 60 days before the Purchase Date; b) current; c) without a history of delinquent principal, interest, or escrow payments; d) approved, funded and closed by and in name of the Seller or the Seller's Third Party Originator; and e) originated, delivered and serviced in accordance with Agency Guides, the Manual, Applicable Requirements, and any additional Agency and Buyer conditions.

Section 3: Purchase and Sale of Mortgage Loans

Buyer and Seller hereby agree to the purchase and sale of Mortgage Loans subject to the terms and conditions of this Agreement, the Manual, and any other Contract Documents. Unless an amendment to the Manual specifically provides that it amends the Manual and this Agreement, if the terms of this Agreement are expressly inconsistent with the terms of the Manual, the terms of this Agreement shall control, whenever possible, however, the terms of this Agreement and the Manual shall be interpreted to be consistent. All Mortgage Loans must have the characteristics specified in the Manual and this Agreement to be eligible for purchase under this Agreement. Each Mortgage Loan shall be sold on a "serviced released basis" meaning that all Servicing Rights are transferred and assigned to Buyer.

Section 4: Payment for Mortgage Loans

Buyer will transfer funds to the Seller or its warehouse bank on the Purchase Date. The interest accruing on Mortgage Loans will belong to the Buyer beginning on the funds transfer date. The Seller will return any purchase price overpayment to the Buyer within fifteen (15) days after discovering such overpayment.

Section 5: Delivery of Documents

The Seller will deliver each Mortgage Loan, including the Mortgage Note and the Mortgage Documents, by the expiration date as noted on the Commitment Confirmation. The Seller will, no later than 180 days after the Purchase Date, perfect title to each Mortgage Loan in Buyer's name, and assign and deliver the trailing Mortgage Documents on a flow basis. The Mortgage Documents must be reasonably acceptable to Buyer. If any Mortgage Document remains outstanding for more than 270 days from the closing, the Buyer may, upon prior written notice, enter the Seller's premises during normal business hours and retrieve Mortgage Loan Documents and files.

Section 6: Seller's Representations as to Mortgage Loans

The Seller makes the following representations and warranties:

- 6.1 Proper Servicing:** If a Mortgage Loan was serviced before the Buyer's purchase, the Mortgage Loan was serviced in accordance within Agency requirements and Applicable Requirements.
- 6.2 Complies With Agency Requirements:** There is no fact or circumstance with respect to the Mortgage Loan that would cause: a) an Agency to demand repurchase of a Mortgage Loan; b) an Agency or Insurer to deny or reduce benefits under an insurance policy or guarantee; c) a third party, including but not limited to, an Agency and/or insurer, to claim indemnification or damages; or d) an Agency or other party deem a Mortgage Loan to be ineligible for a Pool. Each

- Mortgage Loan complies with the Agency Guide. The Seller is not now and has not within the last 24 months been subject to any administrative sanction imposed by an Agency.
- 6.3 Valid Obligation and First Lien:** Each Mortgage Note and related Mortgage are genuine and legally enforceable. The Mortgage is a valid and existing first lien on the Mortgaged Property, with the exception of any encumbrances or liens acceptable to the Agency. The Mortgage Loan is not subject to any right of rescission or other defense. There are no mechanic's liens or similar liens or claim that has been filed for work, labor, or material affecting the Mortgaged Property, which is or may be a lien prior to, or equal with, the lien of the Mortgage.
- 6.4 No Person or Mortgage Released:** No Borrower has been released from the original Mortgage Loan, and no part of the Mortgaged Property has been released from the Mortgage.
- 6.5 Loans Comply With the Law:** Each Mortgage Loan was originated and serviced in compliance with the Agency Guide, the Manual and applicable law, including consumer protection statutes and regulations.
- 6.6 Title Insurance:** A title insurance policy has been issued for each Mortgage Loan insuring the Seller, its successors and assigns, in an amount no less than the outstanding Mortgage Loan principal balance. Such policy will be with a carrier and on a form acceptable to the Agency and the Buyer.
- 6.7 Mortgaged Property in Good Condition:** The Mortgaged Property is not damaged, condemned, or subject to any proceeding which may materially reduce its value. There has been no release of hazardous substances at, from, or under the Mortgaged Property.
- 6.8 Surveys:** If required, the Mortgaged Property has a survey satisfactory to the Agency and the Buyer.
- 6.9 No Violation of Zoning Law:** The Mortgaged Property complies with all zoning laws and inspection, license, and certificate requirements.
- 6.10 Proceeds fully disbursed:** All Mortgage Loan proceeds have been disbursed and there are no requirements for future proceeds. The Seller has paid all expenses for making the Mortgage Loan, including mortgage insurance premiums, VA funding fees, and private mortgage insurance.
- 6.11 Due On Sale:** Unless prohibited by law, each Mortgage contains an enforceable due on sale provision.
- 6.12 Hazard and Flood Insurance:** The Mortgaged Property has a hazard insurance policy acceptable to the Agency and the Buyer. The policy amount is the lesser of the Mortgage Loan's principal balance or the fully insurable value of the Mortgaged property's improvements. If required by law, the Mortgaged Property has a flood insurance policy which is the lesser of the Mortgaged Loan's principal balance or the maximum insurance available under such law.
- 6.13 Appraisals:** Each Mortgaged Property has an appraisal complying with the Manual, the Agency Guide, AIR, and applicable law.
- 6.14 Mortgaged Property:** Each Mortgaged Property is a single parcel of real property with a detached one-to-four family dwelling, a townhouse, an individual condominium unit in a development, or an individual unit in a planned unit development.
- 6.15 Assign Mortgage Loans to the Buyer:** The Seller is the sole owner of the Mortgage Loan and has the authority to assign it to the Buyer. The Seller has not transferred the Mortgage Loan to any other person, and the assignment is free and clear of any claim. Each Mortgage Loan will be assigned to the Buyer by endorsement of the Mortgage Note and a valid recorded assignment of the Mortgage to a party designated by the Buyer, or via the MERS system.
- 6.16 Tax Service Contracts:** For each Mortgage Loan, the Seller has paid, by means of net funding the tax service fees, as negotiated by the Buyer, for a "life of loan" transferable contract.
- 6.17 Flood Certification and Tracking Services:** Each Mortgage Loan has an "initial" flood certification.



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- 6.18 Seller's Statements are True and Correct:** None of the Seller's statements to Buyer contain any untrue or incomplete material fact.
- 6.19 Fraud:** No Mortgage has been originated through any type of fraud or deceit by anyone associated with the Mortgage Loan File, including the Borrower(s).
- 6.20 Mortgage Insurance:** Each Mortgage Loan required to have private mortgage insurance has a policy that a) complies with the Agency Guide and the Manual; and b) is issued by an insurer acceptable to the Agency and the Buyer. The Seller has paid all premiums due under such policy through the date of disbursement. Any private mortgage insurance policy is eligible for reinsurance by Buyer and Buyer shall retain ownership of all captive insurance rights and benefits for Mortgage Loans purchased under the Agreement.
- 6.21 FHA, VA, and USDA Guaranty:** Each Mortgage Loan to be insured by FHA and USDA is eligible for insurance or guarantee from those respective agencies and the Seller has paid all such premiums within the 15 days after closing. Each Mortgage Loan to be guaranteed by the VA is eligible for a VA guaranty and the Seller has paid the VA guaranty fee to the VA.

Each of the representations and warranties are ongoing in nature and shall continue in full force and effect for so long as the Buyer is subject to any risk of loss or liability as to any Mortgage Loan sold by the Seller to the Buyer. Buyer's rights and remedies with respect to any breach of any of the representations and warranties of Seller will survive (i) delivery and Purchase of any Mortgage Loan, (ii) the termination or expiration of this Agreement and the other Contract Documents, and (iii) are not affected by any investigation or review conducted by the Buyer, an Agency, an Insurer, or third party.

Section 7: General Representations and Warranties

At all times Buyer and Seller represents to the other that:

- 7.1 Duly Organized:** It is duly organized, validly existing, and in good standing under applicable law, and has the authority to enter into this Agreement and any other related agreements.
- 7.2 Agreement is Duly Authorized:** It has authority to enter into and perform its obligations under this Agreement. This Agreement is valid and legally binding.
- 7.3 Licenses and Approvals:** The Seller has obtained all licenses and approvals from regulatory or other government authorities necessary to originate and sell Mortgage Loans under this Agreement.

Section 8: Mortgage Loan Repurchases

Seller agrees to repurchase one or more Mortgage Loans from Buyer, upon terms and conditions hereinafter set forth, in the event that the Buyer determines, in its sole and absolute discretion, that:

- a) Any representation or warranty of Seller with respect to the Mortgage Loan is or was false or any other Event of Default with respect to the Mortgage Loan shall have occurred;
- b) Buyer is required to repurchase the Mortgage Loan after it has been sold to an Agency or a Private Investor due to a deficiency in or omission with respect to any documents, instrument, or agreement pertaining to the Mortgage Loan or because of any other defect which existed on or before purchase of the Mortgage Loan by Buyer or which arose after purchase as a result of an occurrence or omission on or before the purchase;



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- c) A Mortgage Loan underwritten by the Seller, or by any Contract Underwriter, fails to satisfy the Buyer's underwriting or eligibility requirements as determined by the Buyer;
- d) An Early Payment Default occurs on any FHA, VA, or USDA Mortgage Loan underwritten by the Seller;
- e) Seller fails to deliver to Buyer the documentation with respect to the Mortgage Loan required by Buyer under the Contract Documents within the time period established by Buyer;
- f) A post-closing quality control review conducted by the Buyer, an Agency, an insurer, or a Private Investor discloses any fraud or misrepresentation; or
- g) The Seller fails to obtain FHA insurance, VA guaranty, USDA guarantee, or private mortgage insurance, as applicable, or such insurance or guaranty lapses as a result of any act or failure to act by Seller.

Any such repurchase shall not be affected by a foreclosure or disposition of any real property securing a Mortgage Loan. Any such repurchase shall not be affected by any modification of the Mortgage Loan in conformity with any governmental modification program or settlement with any Agency or governmental entity.

Any such repurchase shall occur within thirty (30) business days after written demand by Buyer and shall be accomplished by wire transfer from Seller to Buyer of immediately available funds in an amount equal to the aggregate Repurchase Price of the Mortgage Loans for which repurchase is demanded. Seller shall assume the cost of the recordation of assignments and any and all other costs of transfer of any repurchased Mortgage Loans.

With respect to Sections 8(a) through 8(g) above, and in lieu of Buyer's authority to demand repurchase, Buyer, in its sole and exclusive discretion, may demand Seller to indemnify Buyer against all costs, damages, suits, losses, fees or claims, including without limitation reasonable attorney's fees, which may be incurred by Buyer, or already incurred by Buyer, in connection with such Mortgage Loan. Such indemnification shall be in the form of an applicable indemnification agreement, the provisions of which shall include, without limitation, the requirement that the Seller shall pay to Buyer, at the time that the indemnification agreement is executed, the amount specified by Buyer as the amount necessary to cover its losses or its projected and potential costs and losses, including the Servicing Released Premium paid by Buyer to the Seller with respect to the Mortgage Loan.

Section 9: Sale to Alternate Investors

If Seller is required to repurchase a Mortgage Loan under Section 8 of this Agreement and has not done so in a reasonable amount of time after receiving Buyer's repurchase demand as determined by Buyer, then Buyer may, in its sole discretion, sell such Mortgage Loan to an alternate investor. Seller shall reimburse Buyer for a) the difference between the amount paid by the Buyer to the Seller for such Mortgage Loan and the amount paid by such investor to the Buyer for such Mortgage Loan; and b) the Buyer's reasonable costs and expenses for the sale of such Mortgage Loan to such investor.

Section 10: Indemnification

In addition to the repurchase obligation of Seller and any and all other rights and remedies available to Buyer, Seller shall indemnify the Buyer and shall hold Buyer, its officers, directors, and shareholders harmless from and against any and all losses, liabilities, penalties, damages, or other harm or injury that the Buyer may incur or that may be asserted by any person or entity, including reasonable attorneys' fees and court costs arising out of:



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- a) Any misrepresentation made by the Seller in this Agreement or any information provided to the Buyer;
- b) Any breach by the Seller of any of the Seller's representations, warranties, or obligations under this Agreement or any of the Contract Documents;
- c) Any act, or failure to act or perform any term, or obligation of the Seller under this Agreement or any of the Contract Documents; or
- d) Any failure of Seller or the Originator to comply with any Applicable Requirement.

The indemnification obligations of Seller under this Agreement or the other Contract Documents shall survive any termination of the Agreement.

Section 11: Tax Payments

Seller will give Buyer satisfactory evidence that it has paid all Mortgaged Property taxes and related penalties and interest due as of the Closing Date and due within thirty (30) days after the Mortgage Loan is delivered to the Buyer.

Section 12: Right of Setoff

The Buyer may withhold funds, including servicing released premiums, and set off any funds in the Buyer's possession against Seller's outstanding obligations under this Agreement. The Buyer may withhold and apply such funds without prior notice to Seller.

Section 13: Right to Demand Reasonable Assurances

Seller shall, at any time and from time to time, promptly, upon the Request of Buyer, execute, deliver or perform all such further acts, assignments, conveyances, and assurances as may be required for the better vesting and confirmation to Buyer of full legal and equitable title to the Mortgage Loans, and as may otherwise be necessary to effect the transactions provided for in the Contract Documents. Seller shall cooperate with Buyer in Buyer's quality control efforts and shall furnish Buyer with such necessary information concerning the affairs of Seller as Buyer may reasonably request, including financial information and information regarding the status of Seller's authorizations and approvals necessary for the conduct of its business. In the event Seller receives any notice from a Private Investor, Agency, or any other regulatory agency with respect to any Mortgage Loan, Seller shall advise Buyer immediately of such notice and deliver a copy of the notice to Buyer. In addition, if Seller receives any written complaint with respect to any Mortgage loan, Seller shall immediately notify Buyer of complaint, and forward it to Buyer. Seller shall fully cooperate with Buyer to resolve any disputes involving a Mortgage Loan. Seller acknowledges that if at any time, Buyer has reason to believe that Seller is not conducting business in accordance with all Applicable Requirements or that an Event of Default has occurred, Buyer shall have the right to demand, pursuant to written notice from Buyer to Seller, reasonable assurances from Seller that such a belief is in fact unfounded, and any failure of Seller to provide such reasonable assurances within a timeframe specified in such written notice shall itself constitute an Event of Default. Nothing in this Section shall be deemed or construed to limit, waive, or impair any of Buyer's rights or remedies with respect to any Event of Default under any other Section hereof.



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Section 14: Solicitation & Early Loan Payoff

Seller and the Seller's Third Party Originators, agents, and contractors shall not refinance a Mortgage Loan through a solicitation specifically targeted to Borrowers of Mortgage Loans previously sold to Buyer. Notwithstanding the above, if any Borrower pays off any Mortgage Loan during the first 120 days following the Purchase Date, Seller shall promptly reimburse to the Buyer any related Service Released Premium, buy-price premium above par and/or any other pricing enhancements paid by Buyer to Seller on any such Mortgage Loan. In the event that no Service Released Premium was itemized in the pricing or Purchase Price of the Mortgage Loan, an implied Service Released Premium of no more than 1.0% will be reimbursed by Seller to Buyer in addition to buy price premium above par and/or any other pricing enhancements paid by Buyer to Seller.

If any Mortgage Loan is reduced in principal amount by at least 15% of original principal balance within the first 60 days following the Purchase Date, Seller will reimburse to Buyer any related Service Released Premium, buy-price premium above par and/or any other pricing enhancements paid by Buyer to Seller on that amount of principal that is reduced.

Section 15: Financial Statements

Each year, Seller will provide to Buyer a fiscal year-end audited financial statement, along with other documentation that may be requested by Buyer. Additionally, the Seller shall immediately advise Buyer of any material change in Seller's circumstances, financial or otherwise, including but not limited to, a change in Seller's ownership.

Section 16: Termination

- 16.1 Without Cause:** Either Buyer or Seller may terminate this Agreement without cause upon 15 calendar days prior written notice. In the event of such termination, Seller shall nevertheless deliver to Buyer for purchase all Mortgage Loans which have been registered. Such termination shall not affect Seller's duties and obligations with regards to any Mortgage Loans purchased by Buyer prior to the date of termination.
- 16.2 Upon Event of Default:** Upon the occurrence of an Event of Default, Buyer may immediately terminate this Agreement without any liability whatsoever to Seller or any other person or entity for claims, losses, expenses, costs, obligations and liabilities arising directly or indirectly therefrom. In the event of termination pursuant to this Section, Buyer may, at its option, and in addition to any other rights and remedies it might have; terminate any or all outstanding Registrations and Commitment Confirmations with Seller and be released from any and all obligations to purchase Mortgage Loans.

Section 17: Assignment

Buyer shall have the right to assign its rights and duties under the Contract Documents to any party without the consent of Seller. Buyer shall notify Seller in writing of any such assignment. Seller shall have no right to assign its rights or duties under the Contract Documents without the Buyer's written consent.



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Section 18: Amendment

The parties agree that the Manual along with this Loan Purchase Agreement and any Amendments to this Agreement constitute the complete agreement between the parties as to the sale by the Seller to FAMC and purchase by FAMC from the Seller of Residential Mortgage Loans. Buyer and Seller may execute an amendment to this Agreement in writing or Buyer may revise the Manual from time to time upon written notice to the Seller. Buyer will work in good faith with Seller to accommodate any Mortgage Loan in the Seller's "pipeline" at the time of such Manual revision.

Section 19: Partial Invalidity

If for any reason a portion of this Agreement is found to be illegal, unlawful, or for any reason invalid, that portion of this Agreement will be deleted and the remainder of this Agreement shall remain in effect.

Section 20: No Waiver

The failure of any party at any time to require performance of any provision or to resort to any remedy provided under this Agreement or any other Contract Document shall in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. Further, no action by any party to investigate, refute, or settle any alleged breach of this Agreement or any other Contract Document shall be deemed to be a waiver of that party's rights or remedies for such breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

Section 21: Governing Law/Venue

This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee without regard to conflict of law principles. Each party hereto submits to the jurisdiction of the courts of the state of Tennessee and waives any objection to venue with respect to actions brought in any such courts or in federal courts located in Tennessee. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement or the other Contract Documents may be brought against any of the parties in the courts of the State of Tennessee and each of the parties consents to the jurisdiction of such courts (and the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

Section 22: Attorney's Fees

If Seller or Buyer should breach or fail to perform any provision of this Agreement, or another Contract Document, the defaulting party shall pay all costs and expenses, including reasonable attorneys' fees incurred by the other party. Further, if Seller or Buyer are involved in litigation regarding this Agreement or another Contract Document, the prevailing party shall be entitled to recover all costs and expenses of such litigation, including but not limited to filing fees, court fees, court reporter fees, and reasonable attorneys' fees, from the other party.

Section 23: No Agency or Joint Venture Created

Nothing in this Agreement will cause or create an agency, partnership or joint venture between Buyer and Seller.



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Section 24: Disclosure of Information

Seller understands, agrees, and accepts that Buyer has the right and obligation to report instances of Seller misstatement, misrepresentation, and omission of material facts in connection with any Mortgage Loan File or of Seller knowingly assisting a Borrower to do the same.

Section 26: Notices

All notices to Buyer will be in writing and delivered personally, transmitted by fax, mailed by registered or certified mail with return receipt requested, or sent by commercial overnight courier. Notices to Seller may be sent in written format via mail or courier or electronic mail. All notices sent to Buyer shall be sent to the following:

Keith Mills, Executive Vice President
Franklin American Mortgage Company
6100 Tower Circle, Suite 600
Franklin, TN 37067

AGREED TO AND ACCEPTED BY:

[Seller]

By:

(Signature of authorized officer)

PAUL FLEURETTE CEO

(Printed name and title of officer)

3-23-2018

(Date)

Franklin American Mortgage Company

By:

(Signature of authorized officer)

Scott J. Tansil, CFO/Secretary

(Printed name and title of officer)

04/27/2018

(Date)

(Revised 3/14)



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Delegated Underwriting Agreement (Conventional Loans)

This Agreement is entered into effective as of the 23rd day of MARCH, 2018, between TIDEWATER FCU "Seller", and Franklin American Mortgage Company, "Buyer".

Whereas Buyer and Seller have entered into a correspondent mortgage loan relationship whereby Buyer purchases certain loans originated by Seller under its Correspondent Loan Purchase Agreement, and

Whereas Buyer will allow the underwriting of certain loans by Seller but only upon the terms and conditions as are hereinafter set forth. This contract shall not be effective until executed by both Buyer and Seller.

Now, therefore, and in the consideration of the mutual undertakings, Buyer and Seller agree as follows:

1. Buyer agrees to allow Seller to underwrite Federal National Mortgage Association, "FNMA", and Federal Home Loan Corporation, "FHLMC", conventional whole loans and certain private investor whole loans, as applicable, to be purchased by Buyer pursuant to the Correspondent Loan Purchase Agreement and set forth herein.
2. Buyer will set the maximum loan amount for which Seller is approved to underwrite, and this limit will be set forth in an approval letter sent to Seller.
3. The processing of each mortgage loan must be performed by Seller or one of Seller's approved third-party originators. The underwriting must be performed by underwriters employed by or contracted on behalf of Seller.
4. Seller shall cause such underwriting to be accomplished in accordance with all applicable FNMA, FHLMC, and Buyer requirements at the time the mortgage loan is submitted. Seller shall be solely responsible for staying current with, and complying with, all FNMA, FHLMC and Buyer underwriting requirements.



AGREEMENT

Correspondent Lending

5. Any condition to be satisfied prior to or at the mortgage loan closing must be itemized on the underwriting approval form. Buyer must receive, prior to loan purchase, satisfactory evidence that the conditions have been satisfied.
6. Periodically, a sample of loans submitted by Seller may be reviewed post-funding and approved by Buyer as a continuance of the Seller's delegated underwriting authority. This delegated underwriting authority can be rescinded by Buyer at any time, at Buyer's sole option.
7. Seller shall repurchase any loan purchased by Buyer hereunder, subject to the terms of Section 8 of Seller's Correspondent Loan Purchase Agreement. Additionally, Seller shall repurchase any non-conforming loan underwritten by Seller whose principal balance exceeds the maximum FNMA or FHLMC loan amounts in effect at the time of the loan closing, that 1) becomes 90 days or more delinquent in the first 6 months following loan closing date, or 2) becomes 30 days or more delinquent on its first payment.
8. Buyer shall have the right to review and approve, on a continuing basis, the quality control program and procedures of Seller, and perform an on-site review as a condition of purchasing any loans underwritten by Seller.
9. This agreement shall be deemed to supplement and to the extent inconsistent, modify the Correspondent Loan Purchase Agreement. The Correspondent Loan Purchase Agreement shall remain in full force and effect as supplemented and modified hereby.
10. The termination of the Correspondent Loan Purchase Agreement shall automatically terminate this agreement.

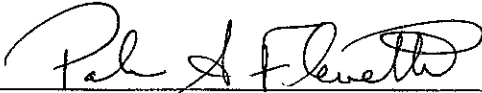


AGREEMENT

 Correspondent Lending

AGREED TO AND ACCEPTED BY:

[Seller] TIDEMARK FCU


By: 
(Signature of Authorized Officer)

CEO
(Title of Authorized Officer)

3-23-2018
(Date)

AGREED TO AND ACCEPTED BY:

Franklin American Mortgage Company

By: 
(Signature of Authorized Officer)

Scott J. Tansil, CFO/Secretary
(Title of Authorized Officer)

04/27/2018
(Date)



YEARLY COMPLIANCE ATTESTATION & CERTIFICATION

Correspondent Lending

In compliance with the loan originator compensation rules under the Truth in Lending Act (TILA),
TIDEMARK FCU who is an approved Correspondent Lender and authorized to submit loans for purchase to Franklin American Mortgage Company (FAMC), attests to the following:

- Neither the Lender nor any other party has paid compensation to any loan originator in an amount that is based on a term or condition of the loan.
- No borrower(s) have been steered to a product or program on the basis of increased loan compensation for the originator.
- All applicable loan originators have a compensation agreement in compliance with TILA Compensation Rules.
- All loan records and supporting documentation are retained as required by the TILA Compensation Rules.
- All applicable employees involved in submission of loans to FAMC have read the FAMC TILA LO Compensation policy and any related FAMC Communication associated with TILA LO Compensation. Applicable employees understand the requirements set forth in the document(s).
- Correspondent Lender has general controls to ensure compliance with TILA Compensation Rules which may include but not be limited to:
 - o Documented Policies and Procedures
 - o Executed Compensation Plans
 - o Automated System Controls
 - o Employee Training
 - o Quality Assurance Plans
 - o Internal Audits
 - o Compliance Testing

FAMC may require documentation of controls from the Correspondent. Correspondent will provide the documentation as set forth in the Lending Agreement.

Date: 3/23/2018

NMLS Company ID: TIDEMARK FCU 469595

Authorized Signer: DIAM FLEUETTE

Signature: Paul A Fleurette

Authorized Signer must be on file with FAMC via Corporate Resolution or Secretary Certificate

Last Revised: 03/15/2011



AGREEMENT

Correspondent Lending

Contract Underwriting Agreement

This Agreement is entered into effective as of the 10th day of April, 2018, between Tidemark FCU "Seller", and Franklin American Mortgage Company, "Buyer".

Whereas Buyer and Seller have entered into a correspondent mortgage loan relationship whereby Buyer purchases certain loans originated by Seller under its Correspondent Loan Purchase Agreement, and

Whereas Buyer will allow the underwriting of certain loans by Seller per the terms of the Delegated Underwriting Agreement between the two parties, and Seller desires from time to time to utilize a third party contract underwriting service provider "Service Provider" to perform such underwriting, upon the terms and conditions as are hereinafter set forth.

Now, therefore, and in the consideration of the mutual undertakings, Buyer and Seller agree as follows:

1. Buyer agrees to allow Seller to utilize the Service Provider(s) referenced in Buyer's online lending manual, while offering no endorsement or attestation to the quality of services of any Service Providers.
2. Seller agrees that all representations and warranties of the Correspondent Loan Purchase Agreement, and the Delegated Underwriting Agreement executed between Buyer and Seller shall remain in full force and effect, and that no such representations, warranties, or liabilities will be assigned to Service Provider. Seller shall remain solely liable to Buyer for any and all deficiencies and/or omissions related to the underwriting and eligibility of any loan underwritten by Service Provider.
3. Seller agrees that all underwriting provided by Service Provider is governed by an agreement between Seller and Service Provider, and that under no circumstances shall any such agreement between Buyer and Service Provider be utilized by assignment to the Seller.



AGREEMENT

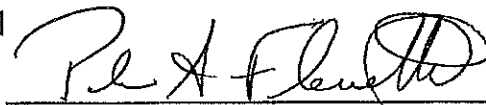
 Correspondent Lending

4. This agreement shall be deemed to supplement and to the extent inconsistent, modify the Correspondent Loan Purchase Agreement. The Correspondent Loan Purchase Agreement shall remain in full force and effect as supplemented and modified hereby.
5. The termination of the Correspondent Loan Purchase Agreement shall automatically terminate this agreement.

AGREED TO AND ACCEPTED BY:

[Seller]

By:



(Signature of Authorized Officer)

CEO

(Title of Authorized Officer)

4/10/2018

(Date)

AGREED TO AND ACCEPTED BY:

Franklin American Mortgage Company

By:



(Signature of Authorized Officer)

Scott J. Tansil, CFO/Secretary

(Title of Authorized Officer)

04/27/2018

(Date)