MORTGAGE LOAN CORRESPONDENT AGREEMENT

This MORTGAGE LOAN CORRESPONDENT AGREEMENT (this "**Agreement**") is made this ……. day of ……..... , 20…..., between LIBERTY SAVINGS BANK FSB, with its principal office located at 3435 Airborne Road Suite B, Wilmington OH 45177 ("**Buyer**"), and

.....……. ……..with its principal office located at

…….....……... ("**Seller**").

Buyer agrees to purchase from Seller certain Mortgage Loans (as hereinafter defined) together with the servicing rights associated with such Mortgage Loans under Buyer's Mortgage Loan Programs (as hereinafter defined), and Seller agrees to sell to Buyer certain such Mortgage Loans and the associated servicing rights pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller, intending to be legally bound, agree as follows:

Article 1
Definitions

"Borrower" means the person or persons who submit an application to Seller, receive a Mortgage Loan, and are liable on a Note to Seller.

"Closing" means the initial funding of a Mortgage Loan by Seller or, if earlier, the date on which the Borrower becomes contractually obligated under the Note.

"Closing Package" means that group of documents and other information or materials concerning a Mortgage Loan that must be delivered to Buyer pursuant to the Correspondent Manual as a condition of Buyer’s payment of the Purchase Price for the Mortgage Loan.

"Correspondent Manual" means the manual issued by Buyer to Seller describing the policies and procedures and other related information applicable to the purchase of Mortgage Loans by Buyer from Seller, which manual can be modified in part or in whole at any time and from time to time by Buyer with or without notice to Seller. The Correspondent Manual, and all revisions thereto, are expressly incorporated herein by this reference and made a part of this Agreement.

"Late Delivery" means delivery of a Mortgage Loan by Seller to Buyer not made within the time required in Article 3.6.

"Laws" means all federal, state, county, local and foreign laws, regulations, licensing requirements, ordinances, codes, rules and orders that may be applicable to the Mortgage Loans and Seller's business and ability to perform its obligations hereunder, all as may be amended or supplemented from time to time.

“Loan Origination System” means the internet based application operated by Buyer to which Buyer may grant Seller access to enable Seller to upload information regarding Mortgage

Loans to enable Buyer to perform prepurchase evaluations of the loans or to make a purchase decision.

"Mortgage" means the document or documents evidencing the security for the repayment of a Borrower's Note.

"Mortgage Loan" means a loan originated by Seller, secured by a valid first lien on a one-to-four family dwelling and which is the subject of this Agreement.

"Mortgage Loan Amount" means with respect to a Mortgage Loan delivered under Article 3.2 of this Agreement, the face amount of the Note equal to the agreed upon aggregate credit limit.

“Mortgage Loan Documents” means the Note, the Mortgage, and all other agreements, instruments, and documents executed or delivered in connection with a Mortgage Loan.

"Mortgage Loan Program" means a type of Mortgage Loan, the terms and conditions of which are described in the Correspondent Manual, and which can be offered to prospective Borrowers as an eligible Mortgage Loan under the terms of this Agreement.

"Mortgaged Property" means the real property together with any and all improvements located therein encumbered by the Mortgage.

"Note" means the promissory note, promise to pay, Home Owner’s Line of Credit Agreement and Initial Disclosure Statement or other instrument executed by a Borrower and secured by a Mortgage that evidences a Borrower's obligation to repay a Mortgage Loan.

"Note Rate" means the stated interest rate on a Note, as the same may be adjusted from time to time in accordance with the terms of the Note.

"Notice" means the notice to be provided pursuant to Article 13.3 of this Agreement.

"Post Closing Review" means the review described in Article 4.2 of this Agreement.

"Post Closing Suspense" means the status of a Mortgage Loan described in Article 4.3 of this Agreement.

“Premium” means the portion of the Purchase Price in excess of the Mortgage Loan principal balance at the date of purchase of the Mortgage Loan by Buyer.

"Purchase Price" means the price to be paid for a Mortgage Loan by Buyer as established on loan pricing sheets prepared by Buyer from time to time which pricing sheets can be modified in part or in whole at any time and from time to time by Buyer with or without notice to Seller.

"Servicing Rights" means those rights associated with a Mortgage Loan to collect the monthly payments of principal and interest and escrow accounts.

"Underwrite" or "Underwriting" means the examination of a Borrower's application, credit history, income and financial resources for the purposes of determining whether to extend credit to a Borrower.

Article 2
Eligible Loans

2.1 Seller shall submit to Buyer for purchase only those Mortgage Loans that are eligible for the Mortgage Loan Programs offered by Buyer as set forth in the Correspondent Manual from time to time and that comply in all respects with the standards established by Buyer in the Correspondent Manual for the Mortgage Loan Programs offered by Buyer.

2.2 Seller acknowledges that Buyer reserves the right to alter, add, or delete Mortgage Loan Programs and the terms thereof from time to time by amending the Correspondent Manual without Seller's consent and Seller accepts responsibility for knowing what Mortgage Loan Programs are offered by Buyer at any given time.

2.3 Seller shall be responsible for assuring that each Mortgage Loan submitted to Buyer complies with all the terms and conditions of Buyer's Mortgage Loan Program at the time the applicable Mortgage Loan is delivered to and purchased by Buyer.

2.4 Notwithstanding any other provisions of this Agreement or the Correspondent Manual, the decision whether Buyer will purchase any Mortgage Loan shall be at the sole and absolute discretion of Buyer. Buyer shall not be obligated to buy any Mortgage Loan under this Agreement or the Correspondent Manual unless Seller has complied with all provisions of the Correspondent Manual and this Agreement, and all applicable Federal and State laws and the Mortgage Loan qualifies in all respects for purchase hereunder, the satisfaction of all such conditions to be determined in Buyer's sole discretion.

Article 3
Duties of Seller

3.1 Seller shall (i) originate Mortgage Loans at its offices in its own name, (ii) provide loan applications and all disclosures and deliveries required by all applicable Laws to loan applicants, and (iii) obtain from potential Borrowers executed loan applications and disclosure forms.

3.2 Seller shall register an application for a Mortgage Loan with Buyer according to the procedures described in the Correspondent Manual only after Seller has determined that the application is complete and Seller has verified that all materials and information contained in the loan application and accompanying Mortgage Loan Documents are accurate and complete and that the loan application and accompanying Mortgage Loan Documents conform with the standards set forth in the Correspondent Manual for the Mortgage Loan Program for which the application is submitted.

3.3 Seller shall process each loan application according to the Correspondent Manual and in compliance with all applicable Laws. Seller shall perform the following tasks, among others, in a timely manner in accordance with the requirements of the Correspondent Manual and applicable Laws:

(a) Reviewing the initial loan application to determine if the loan application is both complete and accurate;

(b) Ordering and obtaining credit reports and verifications;

(c) Ordering and obtaining appraisals;

(d) Compiling and maintaining the information necessary to comply with the Home Mortgage Disclosure Act, 12 U.S.C. 2801 et seq., as amended from time to time, and Regulation C, 12 CFR 1003, all as may be amended from time to time (collectively, "HMDA");

(e) If requested by Buyer, compiling and maintaining the information necessary to comply with the Community Reinvestment Act, 12 U.S.C. 2901 et seq., and the regulations thereunder, all as may be amended from time to time ("CRA");

(f) Processing the application for Closing and preparing Mortgage Loan Documents in accordance with the Correspondent Manual, applicable Laws, and any other applicable guidelines;

(g) Underwriting the application; and

(h) Closing the Mortgage Loan in the name of Seller with funds provided by Seller. Seller acknowledges that Buyer has no obligation whatsoever to provide any funds to Seller to effect a Closing and that Buyer will not engage in “table-funding” or concurrent funding of any Mortgage Loans hereunder.

3.4 Seller shall timely provide to Borrower all disclosures required by all Laws to be provided to a Borrower between the time a potential Borrower is solicited for a Mortgage Loan and the purchase of the Mortgage Loan by Buyer.

3.5 Seller shall at all times strictly comply with all Laws applicable to the Mortgage Loans, all as may be amended from time to time, including without limitation:

(a) Real Estate Settlement Procedures Act, 12 U.S.C. 2601 et seq. and Regulation X, 24 CFR 1024 ("RESPA");

(b) Equal Credit Opportunity Act, 15 U.S.C. 1691 et seq. and Regulation B, 12 CFR 1022 ("ECOA");

(c) Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. and any regulations issued thereunder ("FCRA");

(d) Truth–in–Lending Act, 15 U.S.C. 1601 et seq. and Regulation Z, 12 CFR 1026 ("TILA");

(e) Applicable State statutes regulating Seller’s business, the origination of mortgage loans, and consumer protection;

(f) Applicable Laws regulating the practice commonly known as “predatory lending”; and

(g) The Flood Disaster Protection Act, 42 U.S.C. 4001 et seq. ("FDPA").

In addition, Seller shall not engage in any practices that are discriminatory or that would result in discrimination based upon race, color, national original, religion, sex, family status, handicap, or other protected status.

3.6 Seller shall deliver to Buyer a Closing Package containing all of the Mortgage Loan Documents as and when required by the Correspondent Manual. Failure to deliver the Closing Package within the time required by the Correspondent Manual ("Late Delivery") shall result in an adjustment to the Purchase Price as set forth in the Correspondent Manual.

3.7 Promptly upon Seller's receipt thereof, Seller shall deliver to Buyer the recorded Mortgage, the recorded assignment of the Mortgage, the mortgagee's title insurance policy, the private mortgage insurance policy, if applicable, and such other Mortgage Loan Documents as may be required from time to time by the Correspondent Manual.

3.8 Seller will perform a post closing review of the Loan file prior to selling the Mortgage Loan to Buyer, to ensure that the file complies with all of Buyer's requirements and contains all applicable loan, credit and collateral documentation.

Article 4
Underwriting and Review

4.1 Notwithstanding the obligation of Seller to Underwrite each application for a Mortgage Loan pursuant to Article 3.3 above, Buyer reserves the right to Underwrite any and all applications prior to the date on which it purchases the Mortgage Loan hereunder. If Buyer notifies Seller of its desire to Underwrite an application, Seller shall promptly forward to Buyer such information concerning the application as Buyer may reasonably request.

4.2 Buyer may, in its discretion, prior to purchasing a Mortgage Loan, conduct a Post Closing Review of the Mortgage Loan to determine (i) if the Mortgage Loan has been closed in accordance with the Correspondent Manual and this Agreement, (ii) if all underwriting conditions have been satisfied, (iii) if all Mortgage Loan Documents were properly executed, (iv) if any new or additional information has come to light which may adversely affect Buyer's decision to purchase, and (v) whether there exist any other matters relating to the origination, underwriting, or closing of the Mortgage Loan that could affect Buyer's election to purchase the Mortgage Loan. The Post-Closing Review is solely for Buyer's benefit and Buyer shall have no duty to provide Seller with any information concerning the Post-Closing Review or the results thereof.

4.3 Buyer, in its sole discretion, may reject and elect not to purchase any Mortgage Loan for no reason or any reason, including, but not limited to the failure of a Mortgage Loan to comply in every respect with the terms and conditions of this Agreement or the Correspondent Manual, or may place such Mortgage Loan in Post Closing Suspense status if it substantially conforms to Buyer's requirements, but does not meet all of Buyer's Underwriting, Closing, or delivery requirements. Buyer shall notify Seller promptly of such suspense action by a notice of Post Closing Suspense in the form set forth in Correspondent Manual or other sufficient notice. The Post Closing Suspense notice will identify the correction, clarification, or additional documentation required. Seller must then diligently pursue whatever action may be necessary to correct any deficiency or mistake and must re–submit the additional or corrected documentation to Buyer for final approval. The Purchase Price of Mortgage Loans placed in Post Closing Suspense shall be adjusted as set forth in the Correspondent Manual. The placement of a Mortgage Loan in Post-Closing Suspense shall not constitute a waiver of or otherwise impair Buyer's rights

under any other provision of this Agreement including, without limitation, Article 9 and Article 10.

4.4 If Buyer, in its discretion, approves a Mortgage Loan for purchase, Seller shall be required to sell the Mortgage Loan to Buyer in accordance with the terms hereof and the Correspondent Manual.

4.5 The terms of this Agreement (including without limitation Articles 2, 3 and 4) will continue to apply notwithstanding that any communication or provision of information by Seller to Buyer in relation to the Mortgage Loans may be done by electronic methods or correspondence between Buyer and Seller using Loan Origination System or other interfaces approved by Buyer.

Article 5
Funding

5.1 If, after conducting its Post Closing Review, Buyer elects to purchase a Mortgage Loan from Seller, Buyer shall pay to Seller in accordance with Seller's payment instructions the Purchase Price determined pursuant to the Correspondent Manual and as adjusted by Article 4.3, if applicable. If, as a result of its Post Closing Review, Buyer rejects a Mortgage Loan pursuant to Article 4.3 above, it shall not have any obligation to purchase the Mortgage Loan, shall not pay the Purchase Price therefor, and shall return all Mortgage Loan Documents to Seller without further obligation or liability.

5.2 The payment of the Purchase Price by Buyer for any Mortgage Loan shall not relieve Seller from, or constitute a waiver of, any of the requirements of the Correspondent Manual for any Mortgage Loan, from the representations and warranties made as to every Mortgage Loan under the terms of this Agreement, or from the obligations to repurchase any Mortgage Loan under Article 10 hereof.

5.3 All Mortgage Loans sold to Buyer pursuant to this Agreement shall be sold with all Servicing Rights and all other right, title, and interest in the Mortgage Loan released to Buyer.

5.4 All of the fees collected by Seller in the origination of the Mortgage Loan including, but not limited to, the credit report fee, appraisal fee, and application fee shall belong solely to Seller, or shall be Seller’s responsibility to pay. Buyer shall have no right whatsoever to any portion of the fees paid by the loan applicants or any obligation in respect of such fees. All impounds collected by Seller must be immediately forwarded to Buyer upon purchase of the Mortgage Loan.

Article 6
Rates and Lock–ins

Seller shall be required to comply with the guidelines set forth in the Correspondent Manual and any applicable loan pricing sheet concerning rates and lock–ins which apply to the particular Mortgage Loan Programs offered by Buyer.

Article 7
Representations, Warranties and Covenants of Seller

Seller hereby represents, warrants and covenants to Buyer as follows:

7.1 Seller has all requisite power and authority to execute and enter into this Agreement and to perform the obligations required of it hereunder. The execution and delivery of this Agreement and all documents, instruments and agreements required to be executed by Seller pursuant hereto, and the consummation of the transactions contemplated hereby, have each been duly and validly authorized by all necessary action of Seller. This Agreement constitutes a valid, legal and binding agreement of Seller enforceable by Buyer in accordance with its terms subject only to bankruptcy, insolvency, reorganization, receivership or other laws affecting rights of creditors generally, and general equity principles.

7.2 Seller is: (a) a ..... and (if applicable) is duly organized, validly existing and in good standing under the laws of ..... ; (b) qualified to do business in ..... and in any other jurisdiction in which such qualification is required or where Seller maintains an office or does substantial business; and (c) is in compliance with any and all licensing requirements of the Laws of all such states.

7.3 The execution, delivery and performance of this Agreement by Seller, and 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 (i) Seller's charter, by–laws, partnership agreement or other organizational documents, or any other material instrument or agreement to which Seller is a party or by which Seller is bound or which affects this Agreement, or (ii) any Laws, orders, injunctions or decrees applicable to Seller.

7.4 Seller possesses and will maintain at all times while this Agreement is in effect and will cause each of its employees and agents to possess and maintain at all times all licenses and permits required by all applicable Laws necessary to conduct the business contemplated by the terms of this Agreement. Further, Seller represents that it employs and will continuously employ a sufficient number of knowledgeable and capable individuals to perform the services required by this Agreement.

7.5 Neither Seller nor its agents know of any suit, action, arbitration or legal or administrative or other proceeding pending or threatened against Seller that could reasonably be expected to adversely affect its ability to perform its obligations under this Agreement.

7.6 Unless otherwise expressly agreed to by Buyer in writing, Seller possesses and shall maintain, at no expense to Buyer, during the term of this Agreement, fidelity bond coverage and errors and omissions insurance, and shall furnish evidence of such coverage upon execution of this Agreement and from time to time as requested by Buyer. Seller shall notify Buyer of changes thereto or cancellations thereof. Such policies shall be in reasonable amounts, with acceptable standard coverage's, satisfactory to Buyer. By execution of this Agreement, Seller indemnifies Buyer against loss hereunder.

7.7 The financial condition of Seller is adequate to support the performance by Seller on a timely basis of Seller's potential repurchase, indemnification and/or other obligations under this Agreement.

The foregoing representations, warranties and covenants shall be deemed made by Seller on the date of this Agreement and on each day that Seller registers a Mortgage Loan with Buyer and sells a Mortgage Loan to Buyer pursuant hereto.

Article 8

Seller's Obligations, Representations and Warranties as to Mortgage Loans

Seller represents and warrants to Buyer as to each Mortgage Loan offered for sale under this Agreement, as of the date of Buyer's purchase of such Mortgage Loan, that:

8.1 The Mortgage Loan Documents have been duly executed by Borrower, acknowledged and recorded; each Mortgage Loan is valid and complies with all criteria established in the Correspondent Manual (including the criteria of third-party investors incorporated by reference therein); the Note, Mortgage, and other Mortgage Loan Documents constitute the agreement between Borrower and Seller; Borrower is the true and only obligor on the Mortgage Loan and is the real party in interest thereon, and there is no verbal understanding or written modification that would affect the terms of the Note or Mortgage except by written instrument delivered and expressly made known to Seller which has been recorded if necessary to protect the interests of Seller.

8.2 Seller is the sole owner of the Mortgage Loan and has authority to sell, transfer and assign the same, and the Mortgage Loan is not subject to any assignment, sale, lien, encumbrance, adverse claim, or hypothecation by Seller.

8.3 The amount that has been advanced to Borrower as of the date Buyer acquires the Mortgage Loan, either by payment directly to such Borrower or by payment made on such Borrower's request or approval, is as represented by Seller in writing. The unpaid balance of the Mortgage Loan is as represented by Seller in writing. All costs, fees and expenses incurred in making, closing and recording the Mortgage Loan have been paid.

8.4 No servicing agreement has been entered into with respect to the Mortgage Loan, or any such servicing agreement has been terminated and there are no restrictions, contractual or governmental, which would impair the ability of Buyer or Buyer’s designees from servicing the Mortgage Loan.

8.5 The Mortgage is a valid and subsisting first lien on the property therein described with such description being accurate in all respects and the Mortgaged Property 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 a permitted first lien, if any, to the extent the same are disclosed in the mortgagee’s policy of title insurance required to be delivered hereunder.

8.6 Except to the extent documented in the related Closing Package, neither Seller nor any other person has (i) modified any of the Mortgage Loan Documents in any respect (other than ministerial insertions of relevant dates, the names of parties, and other similar information); (ii) satisfied, canceled or subordinated the Mortgage in whole or in part; (iii) released the Mortgaged Property in whole or in part from the lien of the Mortgage; or (iv) executed any instrument of

release, cancellation, modification or satisfaction that adversely affects the value of the Mortgage Loan.

8.7 All monthly payments due prior to the last payment date prior to the date of purchase by Buyer, and all taxes, governmental assessments, insurance premiums, water, sewer and municipal charges, leasehold payments or ground rents have been paid. Seller has not advanced funds, or induced or solicited any advance of funds by a party other than Buyer, directly or indirectly, for the payment of any amount required by the Mortgage Loan. The collection practices used by each entity that has serviced the Mortgage Loan have been in all respects legal, proper, prudent and customary in the mortgage servicing business. With respect to escrow deposits and payments in those instances where such were required, there exist no deficiencies in connection therewith for which customary arrangements for repayment thereof have not been made; and no escrow deposits or payments or other charges or payments have been capitalized under any Mortgage or the related Note.

8.8 There is no default, breach, violation or event of acceleration existing under the Mortgage, the Note, or any other Mortgage Loan Document and no event which, with the passage of time or with notice and the expiration of any grace or cure period, would constitute a default, breach, violation or event of acceleration; and Seller has not waived any default, breach, violation or event of acceleration.

8.9 The Mortgage Loan is not subject to any right of rescission, set-off, counterclaim or defense, including the defense of usury; nor will the operation of any of the terms of the Note, the Mortgage, or any other Mortgage Loan Document, or the exercise of any right thereunder, render either the Note, the Mortgage, or any other Mortgage Loan Document unenforceable, in whole or in part, or subject the same to any right of rescission, set-off, counterclaim or defense, including the defense of usury; and no such right of rescission, set-off counterclaim or defense has been asserted with respect thereto. There are no foreclosure or bankruptcy actions pending which affect the Mortgaged Property.

8.10 The Mortgage Loan meets, or is exempt from, applicable state or federal laws, regulations and other requirements pertaining to usury, and the Mortgage Loan is not usurious.

8.11 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 Mortgaged Property of the benefits of the security, including, (i) in the case of a Mortgage designated as a deed of trust, both by trustee's sale and by judicial foreclosure (to the extent permitted under applicable law), having a duly qualified, designated and named trustee in place for such purposes, (ii) otherwise by judicial foreclosure, and (iii) obtaining a judgment or other award for any deficiency following a sale of the Mortgaged Property (to the extent permitted under applicable Law). There is no homestead or other exemption available to the Borrower which would interfere with the right to sell the Mortgaged Property at a trustee's sale or the right to foreclose the Mortgage.

8.12 At origination, no improvement located on or being part of the Mortgaged Property was in violation of any applicable zoning law or regulation; and all inspections, licenses and certificates required to be made or issued with respect to all occupied portions of the Mortgaged Property, and with respect to the use and occupancy of the same, including but not limited to,

certificates of occupancy and fire underwriting certificates have been made or obtained from the appropriate authorities and the Mortgaged Property was lawfully occupied under applicable law.

8.13 The Mortgaged Property is free and clear of all mechanics' and materialmen's liens or liens in the nature thereof, and no rights are outstanding that under any Laws could give rise to any such lien, nor is Seller aware of any facts which could give rise to any such lien.

8.14 The loan-to-value ratio of each Mortgage Loan did not, at the time of origination, exceed the maximum amount permitted by the applicable Laws for such Mortgage Loan and the appraisal of the Mortgaged Property is on a form permitted in the Correspondent Manual, sets forth the appraised value of the related Mortgaged Property, and was made in connection with the origination of the related Mortgage Loan and signed prior to the approval of the Mortgage Loan by an appraiser approved by Buyer as set forth in the Correspondent Manual who, to the best of Seller's knowledge, had no interest, direct or indirect, in the Mortgaged Property or any loan made on the security thereof, and whose compensation was in no way affected by the approval or disapproval of the application for the Mortgage Loan.

8.15 All Laws applicable to the Mortgage Loans have been complied with, including all applicable federal, state, or local law, statute, ordinance, rule, regulation, or order pertaining to the subject matter of this Agreement, including, without limitation (and in each case as each may have been amended from time to time): the federal Fair Housing Act, federal Equal Credit Opportunity Act and Regulation B, federal Fair Credit Reporting Act, federal Truth in Lending Act and Regulation Z, National Flood Insurance Act of 1968, federal Flood Disaster Protection Act of 1973, federal Real Estate Settlement Procedures Act and Regulation X, federal Fair Debt Collection Practices Act, Community Reinvestment Act, federal Home Mortgage Disclosure Act and Regulation C, state consumer credit and usury codes and laws,; all state laws and regulations regarding mortgage bankers and brokers; statutes or regulations governing fraud, lack of consideration, unconscionability, predatory lending, consumer credit transactions or interest charges; and all conditions within the control of Seller as to the validity of the insurance or guaranty as required by the National Housing Act of 1934, and the rules and regulations thereunder, or as required by the Servicemen's Readjustment Act of 1944, and the rules and regulations thereunder, or imposed by Third–Party Investors or Agencies have been properly satisfied.

8.16 The Mortgage Loan is not the subject of litigation which could affect Buyer's ability to enforce the terms of the Note or its other rights under the Mortgage Loan and no such litigation has been threatened.

8.17 There is in force for each Mortgage Loan a paid–up American Land Title Association (ALTA) mortgagee's title insurance policy of the type of insurance acceptable by Buyer as set forth in the Correspondent Manual issued by a title insurer qualified to do business in the jurisdiction in which the Mortgaged Property is located insuring Buyer and its successors and assigns as to the first priority lien of the Mortgage in the amount at least equal to the agreed upon maximum credit limit of the Mortgage Loan.

8.18 There is in force for each Mortgage Loan (i) a hazard insurance policy; and (ii) a flood insurance policy, in each case where applicable, meeting the requirements of Buyer as set forth in the Correspondent Manual.

8.19 Seller has recorded an assignment of mortgage in the name of Buyer at the time the Mortgage is recorded with MERS, and such assignment from Seller to Buyer is valid, enforceable, and legally sufficient to convey to Buyer all of Seller's right, title, and interest in and to the Mortgage Loan.

8.20 All improvements included for the purpose of determining the appraised value of the Mortgaged Property lie wholly within the boundaries and building restriction lines of such Mortgaged Property, and no improvements on adjoining properties encroach upon the Mortgaged Property.

8.21 There are no proceedings pending or threatened for total or partial condemnation of any of the Mortgaged Property and the Mortgaged Property is free of substantial damage (including but not limited to, any damage by fire, windstorm, vandalism or other casualty) and is in good repair.

8.22 Seller has no knowledge of any circumstances or conditions with respect to any Mortgage Loan, Mortgaged Property, Borrower or Borrower's credit standing that reasonably could be expected to cause Buyer to regard any Mortgage Loan as an unacceptable investment, cause any Mortgage Loan to become delinquent or adversely affect the value or marketability of the Mortgage Loan. None of the statements or information contained in any Closing Package contain any false or erroneous statements, or omit facts necessary to make such statements or information accurate and understandable.

8.23 All Mortgage Loan Documents submitted to Buyer are genuine and complete in all respects, enforceable against Borrower in accordance with their terms. All other representations as to each such Mortgage Loan wherever or however made are true and correct and meet the requirements and specifications of all parts of this Agreement and the Correspondent Manual.

8.24 Each Mortgage Loan which Seller represents to be insured by a private mortgage insurance company is so insured with an insurer which has either been approved by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, or, otherwise has been approved by Buyer and each Mortgage Loan which Seller represents to be insured by the Federal Housing Administration (FHA) or to be guaranteed by the Veterans Administration (VA) is so insured by the FHA under the National Housing Act or guaranteed by the VA pursuant to the Servicemen's Readjustment Act of 1944 or Chapter 37 of Title 38 of the United States Code or other applicable laws or regulations and such insurance or guaranty is valid and enforceable in accordance with its terms. Loans that are part of a captive or other form of negotiated agreement are not eligible for sale.

8.25 No other party has any option or right of first refusal or other arrangement to acquire directly or indirectly any of the Mortgage Loans offered to Buyer for purchase.

8.26 Seller has not made, directly or indirectly, any payment on the Mortgage Loan or on any other loan of Borrower from any other person or entity; Seller has also not made any agreement with any Borrower providing for any variation of the Note Rate (other than in accordance with the terms of the Mortgage Loan Documents), schedule of payment or other terms and conditions of the Mortgage Loan; and Seller has not received a request for approval of or notice of any proposed assumption, loss draft or payoff of the Mortgage Loan.

8.27 No collateral purporting to secure the Mortgage Loan has been repossessed or disposed of or foreclosed against by Seller or any other party and no such foreclosure proceedings are contemplated or pending.

8.28 No hazardous material, including oil and asbestos, is present on, in, at or under the Mortgaged Property securing a Mortgage Loan such that (i) the value of such Mortgaged Property is materially and adversely affected, or (ii) under applicable federal, state or local law, (A) such hazardous material would be required to be eliminated before such Mortgaged Property could be altered, renovated, demolished or transferred or (B) the presence of such hazardous material would (upon action by the appropriate governmental authorities) subject the owner of such Mortgaged Property, or the holder of a security interest therein, to liability for the cost of eliminating such hazardous material or the hazard created thereby.

8.29 Seller has not received notice from any Borrower or other party with respect to a Mortgage Loan of a request for relief pursuant to or invoking any of the provisions of the Servicemembers Civil Relief Act or any other federal or state law that would have the effect of suspending or reducing the Borrower's payment obligations under a Mortgage Loan or that would prevent or restrict the ability of Buyer to commence or continue with the foreclosure of the Mortgage Loan.

8.30 There is no agreement, arrangement or understanding between Seller and any Borrower to refinance a Mortgage Loan.

8.31 Each of the above representations and warranties (a) applies to each and every Mortgage Loan sold by Seller to Buyer, (b) is for the benefit of Buyer and its successors and assigns, (c) continues in full force and effect for so long as the Mortgage Loan remains outstanding and for such time that Buyer is subject to any risk of loss or liability as to any Mortgage Loan purchased from Seller, and (d) is in addition to any other specific representations or warranties contained elsewhere herein.

Article 9
Indemnification

Seller shall defend, and hold Buyer harmless from and against and in respect of, and shall indemnify or reimburse Buyer for all losses, liabilities, claims, damages, costs including without limitation reasonable attorneys' fees and costs, and actions suffered or incurred by Buyer which arise out of, result from or relate to (a) any investigation undertaken by Buyer with respect to any document included as part of a loan application, (b) any claim by a Borrower resulting from the failure or refusal by Buyer to fund a loan other than pursuant to a binding commitment by Buyer to fund such loan, (c) the breach by Seller of any covenant, condition, term, obligation, representation or warranty contained in this Agreement or the Correspondent Manual, or in any written statement, certificate or Mortgage Loan Document furnished by Seller pursuant to this Agreement or the Correspondent Manual, or (d) any breach by Seller, its employees, agents and officers and any person using the Loan Origination System access logins allocated to Seller, of any terms, conditions, and regulations governing the use of the Buyer's Loan Origination System as in effect from time to time. Without limiting the foregoing, Seller's obligations under this Article 9 shall include costs and expenses associated with the enforcement of Buyer's rights hereunder, including, without limitation, Buyer's efforts to require Seller to repurchase Mortgage Loans in accordance with Article 10 hereof. In all actions with third parties in which Buyer has

the right to be indemnified hereunder, Buyer 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. Seller's obligations under this Article 9 shall survive the termination of this Agreement. Seller's obligation to indemnify Buyer under this Agreement shall not be affected by Buyer's (or its successors and assigns) taking any of the following actions with or without notice to Seller: (a) liquidation, repayment, retirement, or sale or resale of any Mortgage Loan; (b) foreclosure of any Mortgage Loan; (c) modification of any of the terms of any Mortgage Loan; or (d) sale or resale of the property securing any Mortgage Loan.

Article 10

Obligation to Repurchase

Seller shall repurchase any Mortgage Loan sold to Buyer pursuant to this Agreement and, in connection therewith, pay to Buyer the repurchase price as determined in accordance with this Article 10 within twenty (20) business days of receipt of written notice from Buyer of any of the following circumstances, regardless of whether Borrower is making payments on the Mortgage Loan:

10.1 Failure by Seller to timely deliver to Buyer the Mortgage Loan Documents pursuant to Articles 3.6 and 3.7;

10.2 Any post-purchase audit procedure by Buyer, including without limitation the Post Closing Review or any review initiated following the identification of an issue by a potential investor or other third party, reveals any evidence of known or unknown fraud or intentional misrepresentation or negligent misrepresentation in the origination of the Mortgage Loan or in the sale of the Mortgage Loan to Buyer or that the representations and warranties made by Seller are found to be false, incorrect or otherwise misleading at the time made, or that any matter in the Mortgage Loan file is not true and correct;

10.3 If Buyer determines the Mortgage Loan is not eligible under the Mortgage Loan Program for which it was registered by Seller;

10.4 If in respect of a Mortgage Loan, a Borrower:

(a) Defaults in the payment of the first payment due by the Borrower to Buyer (whatever that may be) following the date that Buyer purchases the Mortgage Loan from Seller; or

(b) Defaults in the payment of any two monthly payments (including all sums as required by the Note) when they fall due, during the first 6 months from the date that Buyer purchases the Mortgage Loan from Seller;

10.5 Seller fails to observe or perform or breaches any of the representations, warranties or agreements contained in this Agreement or the Correspondent Manual with respect to a particular Mortgage Loan; or

10.6 Any FHA insurance, VA guaranty, or private mortgage insurance insuring or guaranteeing the Mortgage lapses as a result of any act or omission by Seller or the failure by Seller to obtain such insurance or guaranty within the time period required by any and all Laws.

Article 11
Repurchase Price

11.1 The repurchase price for Mortgage Loan repurchases pursuant to Article 10 hereof shall be computed as follows:

(a) The original Purchase Price, but not less than par;

(b) Plus all additional advances of principal after the date of original purchase by Buyer;

(c) Minus all payments in reduction of principal after the date of original purchase by Buyer;

(d) Plus all interest accrued but unpaid at the Note Rate on the principal balance of the Mortgage Loan from the date of sale to Buyer through and including the first day of the month following the month the repurchase is made;

(e) Plus all expenses, including but not limited to reasonable fees and expenses of counsel incurred by Buyer in enforcing Seller's obligation to repurchase such Mortgage Loan.

11.2 Upon any such repurchase of Mortgage Loans by Seller, Buyer shall endorse the Note(s) and shall assign the Mortgage(s) in recordable form to Seller, without representations and warranties, whether express or implied, and without recourse to Buyer.

The foregoing repurchase obligations shall survive the termination of this Agreement.

Article 12

Early Termination and Premium Recapture

12.1 Seller agrees that if a Mortgage Loan purchased from Seller is terminated (for any reason) by the Borrower within the first twelve (12) months after the date of purchase of such Mortgage Loan, then Seller shall repay to Buyer a portion of the Premium determined in accordance with the following formula:

(i) If Borrower repays the Mortgage Loan within the first three (3) months from the date of purchase of the Mortgage Loan by Buyer, Seller shall repay to Buyer one hundred percent (100%) of the Premium.

12.2 Timing of Payment. Seller shall repay the applicable portion of the Premium as detailed in Article 12.1 above no later than the date that is ten (10) business days from the date of receipt of Notice from Buyer that the Borrower has terminated the Mortgage Loan and that the repayment of the Premium (or portion thereof) is due and payable. Buyer represents and warrants to Seller that such Notice will only be issued to Seller following the closure and satisfaction of a

Mortgage Loan by the Borrower.

12.3 Prepayment Penalty (Early Termination Fee) offset. The amount of the Premium payable by Seller to Buyer in accordance with this Article 12 may be offset at Buyer's discretion by the amount of any Early Termination Fee paid by the Borrower in relation to the Mortgage Loan being terminated. In this circumstance the total amount payable by Seller would be the Premium amount calculated in accordance with Article 12.1 above, less the amount of any Early Termination Fee paid by the Borrower.

Article 13

Compliance with Law; Standard of Care

13.1 Notwithstanding anything else to the contrary contained in this Agreement or the Correspondent Manual, Seller shall comply with all applicable Laws and generally accepted prudent banking and mortgage banking practices and, in any event, shall exercise a degree of care that is no less than that exercised with respect to similar functions it performs for itself.

13.2 Seller shall advise Buyer, in writing, of any pending or threatened action, by way of a 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 Seller to conduct its business, or to impose any penalty or other disciplinary sanction in connection therewith, or any other sanction that would materially and adversely affect Seller's business.

13.3 Seller shall furnish Buyer and its representatives with all information and data concerning the affairs of Seller as Buyer may reasonably request, including without limitation information regarding the status of its licenses, permits, authorizations and approvals necessary for the conduct of its business as well as copies of such documents. Seller shall annually (within 90 days after the end of Seller's fiscal year) furnish to Buyer copies of statements of its financial condition together with such other information bearing upon Seller's financial condition as Buyer may reasonably request. If Seller's statements of its financial condition are audited, Seller shall provide Buyer with copies of such audited statements; otherwise all such statements provided to Buyer shall be accompanied by a certification to Buyer from Seller's chief financial officer that such statements are true, accurate, and complete and fairly present Seller's financial condition as of the date indicated. Further, Seller shall advise Buyer, in writing, of any inquiries by regulatory agencies with respect to any Mortgage Loan. In addition, in the event Seller receives any letter, notice, or other writing from a third-party investor or any regulatory agency or any information (whether or not in written form) or pleadings concerning any threatened or pending litigation with respect to any Mortgage Loan sold to Buyer (all such information, letters, notices, or writings, collectively, "Notice"), Seller shall advise Buyer immediately of such Notice and deliver a copy of the Notice to Buyer. Seller's obligations under the immediately preceding sentence of this Article 13.3 shall survive the termination of this Agreement.

13.4 If Seller receives any complaints with respect to any Mortgage Loan, Seller shall immediately notify Buyer of the complaint. Further, if the complaint is in a written form, Seller shall immediately upon receipt forward a copy of such complaint to Buyer. Seller shall fully cooperate with Buyer to resolve any disputes with Buyer's customers. Seller shall not attempt to resolve any customer complaint or dispute with respect to a Mortgage Loan that has been acquired or is held in suspense by Buyer except with Buyer's consent and then only in strict compliance

with Buyer's instructions. Seller's obligations under this Article 13.4 shall survive the termination of this Agreement.

Article 14
Books and Records; Access

14.1 Seller shall prepare and maintain the files and Mortgage Loan Documents in accordance with applicable guidelines established in the Correspondent Manual.

14.2 During the term of this Agreement and for five (5) years following the termination of this Agreement (and notwithstanding such termination), upon twenty–four (24) hours notice, Seller shall give Buyer, its employees, and its representatives, including without limitation internal and external auditors, quality control auditors, attorneys and regulatory agency examiners, full access, during normal business hours, to audit and inspect the files of Mortgage Loan Documents, and the books, records, reports, statistics and other documents of Seller relating to the Mortgage Loans and to Seller's processing and closing procedures, and its communications with Buyer. In addition, Seller will cooperate with Buyer, its auditors and/or regulatory examiners in any audit of Buyer and in any regulatory examination of Buyer.

14.3 Seller and Buyer shall keep and maintain a complete and accurate account, satisfactory to Buyer, of all funds collected and paid relating to the Mortgage Loans.

14.4 Seller shall conduct periodic quality control reviews of its origination operations and, provide copies of its findings to Buyer. Seller shall permit Buyer to conduct quality control reviews of Seller from time to time.

Article 15
Termination

15.1 This Agreement may be terminated with or without cause by Buyer or Seller upon thirty (30) days written notice to the other party.

15.2 Notwithstanding anything to the contrary herein, Buyer may terminate this Agreement immediately, upon written notice to Seller, if Seller defaults in the performance of this Agreement, breaches any of its provisions, or because of Seller's fraud or dishonesty, or if Seller fails to maintain any license required by any Law, or if any Law makes it unlawful for Buyer and Seller to do business in accordance with the terms of this Agreement.

15.3 No termination of this Agreement shall change or modify the obligations of the parties with respect to (a) loan applications that have been registered with Buyer pursuant to Article 3.2 prior to the date of termination (b) Seller's obligations under Article 9, Article 10, Article 11, and Article 12 hereof, or (iii) Seller's obligations under those other provisions of this Agreement that expressly survive termination of this Agreement.

Article 16
Relationship of the Parties

Nothing herein contained shall be deemed or construed to create a partnership or joint venture between the parties.

16.1 In its sole and absolute discretion, Buyer may use other loan correspondents or brokers. Nothing contained herein shall be construed as granting to Seller any exclusive right, whether with respect to time, territory or subject matter.

16.2 Seller's status under this Agreement is that of a seller of mortgage loans. There shall be no partnership, agency franchise, joint venture or any other association between Buyer and Seller. Seller acknowledges and agrees that (a) it is not controlled by or subject to the control of Buyer, and (b) the contractual obligations imposed by Buyer on Seller under this Agreement relate solely to whether Buyer will purchase a Mortgage Loan originated and funded by Seller.

Article 17
Miscellaneous

17.1 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio.

17.2 Section Headings. Section headings are for reference only and shall not affect the interpretation or meaning of any provision of this Agreement.

17.3 Correspondent Manual. Seller acknowledges and agrees that it is required to be aware of and strictly comply with the terms, conditions, and contents of the Correspondent Manual as it may be amended from time to time. Seller acknowledges that prior to executing this Agreement it was provided with a copy of the Correspondent Manual, that it reviewed and understood the contents of the Correspondent Manual, and that Buyer answered to Seller's satisfaction all of Seller's questions that Seller had concerning the Correspondent Manual.

17.4 Entire Agreement. This Agreement, the Correspondent Manual and any agreement, document or instrument attached hereto or in the Correspondent Manual or referred to herein or in the Correspondent Manual integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations or prior writings in respect to the subject matter hereof and thereof. In the event of any conflict between the terms, conditions and provisions of this Agreement and any such agreement, document or instrument, the terms, conditions and provisions of this Agreement shall prevail.

17.5 Term. The term of this Agreement shall commence as of the date hereof and shall extend until the termination of this Agreement pursuant to Article 15 of this Agreement, subject to those provisions that survive termination as set forth herein.

17.6 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This Agreement is not assignable by Seller without the prior written consent of Buyer.

17.7 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 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.

17.8 Jurisdiction. Any action arising out of this Agreement or the transactions contemplated hereby may be instituted in any state or federal court located in the State of Ohio. Further, each party expressly waives any objection which 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.

17.9 Severability. If any provision or part of this Agreement is deemed invalid or unenforceable under applicable Laws, the remainder of this Agreement shall not be affected thereby, and shall be fully enforceable to the extent of the valid portions thereof.

17.10 Confidentiality.

(a) Seller acknowledges that as a result of this Agreement with Buyer, it will learn or will have access to various trade secrets, confidential and proprietary methods, techniques, processes, applications, approaches and other information in various forms, which such information is used or useful in the conduct of Buyer's business, including its origination, sale and servicing of mortgage products and its methods of market strategy (hereinafter collectively referred to as "Confidential Information"). Seller further acknowledges that: (i) although all or any part of such Confidential Information may be obtainable from other sources it can only be obtained or developed at great expense over a long period of time and all such Confidential Information is the exclusive property of Buyer. Seller shall not, at any time either during or after the term of this Agreement, directly or indirectly, use, alter, disclose, publish, transfer, reveal, disseminate or otherwise publicize or make available to anyone the Confidential Information which Seller learns, or to which it has had access or which was revealed to it during the term of this Agreement, unless Buyer provides its prior written consent.

(b) In addition to and not in limitation of Seller's agreements under Article 17.10(a) above, Seller acknowledges that all Mortgage Loan Documents and other forms relating to the Underwriting and origination of Mortgage Loans pursuant to this Agreement reflect a proprietary loan process and that such Mortgage Loan Documents and other forms are proprietary to Buyer. Seller agrees that it will not either use such Mortgage Loan Documents and other forms for any loan transactions other than the Mortgage Loans, nor provide such Mortgage Loan Documents and other forms to any other individual or entity to be used in connection with any loan transaction by such other individual or entity.

17.11 No Personal Solicitation. Seller hereby agrees that it will not take any action or cause any action to be taken by any of its agents or affiliates, or independent contractors working on its behalf, personally, by telephone or mail, to solicit the prepayment of any Mortgage Loan by any Borrower, in whole or in part, without the prior written consent of Buyer. Seller agrees that neither it nor its affiliates will prepare or disseminate, for compensation or otherwise, any mailing list of the Borrowers to parties other than Seller. Notwithstanding the foregoing, Seller may engage in marketing and activities of a general nature so long as such activities do not specifically target mortgagors on Mortgage Loans purchased under this Agreement.

17.12 Survival of Warranties. The representations, warranties, covenants, agreements and every other obligation contained in this Agreement shall survive the transactions provided for

herein and the termination of this Agreement and shall be fully applicable whether or not Buyer relies thereon or has knowledge of any facts at variance therewith.

17.13 Advertising and Trademark. Seller shall not engage in any form of advertising whatsoever utilizing either the name of Buyer or any subsidiaries or affiliates of Buyer or any of the product names, tradenames, symbols or trademarks of any of Buyer's loan products, unless specifically licensed to do so in writing. For the avoidance of doubt, this Agreement does not constitute such a license.

17.14 Expenses. Each party shall pay its own expenses incident to this Agreement and the transactions contemplated hereby, including, but not limited to, all fees of its counsel and accountants, whether or not any of the transactions contemplated shall be consummated.

17.15 Limited Power of Attorney. Seller hereby irrevocably appoints Buyer, its successors and assigns, its attorney in fact, with full power of substitution in the name of Seller or otherwise, whether in relation to real, personal, tangible or intangible property, to do any or all of the following: to demand, sue for, receive, collect, sign, endorse, assign or compromise any and all promissory notes, checks, money orders or monies due on any Mortgage Loans sold to Buyer (except a Mortgage Loan which was been repurchased by Seller pursuant to Article 10 hereof), and to receive, sign, endorse, or assign any orders, certificates, insurance policies and all benefits under any other instruments or documents as from time to time may be necessary or appropriate to accomplish the sales and transfers provided for by this Agreement; (b) to enforce, cancel, release or discharge the Mortgage Loans; and (c) to exercise or perform any act, power or duty that Seller has or would have in connection with the Mortgage Loans purchased by Buyer or which are reasonable in order to protect Buyer's interest in the Mortgaged Property. Seller agrees that the foregoing powers are irrevocable and coupled with an interest. Seller will, at Buyer's request, execute appropriate separate instruments evidencing the foregoing powers.

17.16 Modifications of Obligations. Buyer may, without any notice to Seller, extend, compromise, renew, release, modify, adjust or alter, by operation of law or otherwise, any of the obligations of a Borrower or other persons obligated under a Mortgage Loan without releasing or otherwise affecting the obligations of Seller with respect to such Mortgage Loan or otherwise under this Agreement.

17.17 Brokers. Each party represents and warrants that there are no claims for brokerage commissions or finders' fees or other claims for money from any agent or similar intermediary in connection with Seller's entering into this Agreement with Buyer, and each party agrees to indemnify and hold harmless the other party with respect to any and all liability for any such fee or commission which is required to be paid to any such agent or broker.

17.18 Right of Offset. Amounts owed by Seller to Buyer may, at Buyer’s option, be offset by Buyer against any payments then or thereafter owed by Buyer to Seller.

17.19 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.

17.20 Further Assurances. Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

17.21 Good Faith Dealing. The parties hereto agree to deal in good faith with each other at all times.

17.22 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement.

17.23 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered by hand, by overnight courier or by registered or certified mail, return receipt requested, postage prepaid, addressed to the parties at the following addresses (or at such other addresses as shall be specified by like notice):

(a) If to Buyer, to:

Liberty Savings Bank, FSB
Attn: Correspondent Lending
3435 Airborne Road Suite B
Wilmington OH, 45177
Attn: Karl Koett, VP/National Wholesale/Correspondent Production

(b) If to Seller, to:

.....……..

.....……..

.....……..

IN WITNESS WHEREOF, each of the undersigned parties has caused this Agreement to be duly executed under seal and delivered by its duly authorized officers, all as of the date first above written.

ATTEST: BUYER: Liberty Savings Bank, FSB

By: .....……..

SELLER: .....……..
By: .....……...

Liberty Savings Bank Notary:
STATE OF _____)
COUNTY OF _____) SS:

I, _____ a notary of said county do hereby certify that _____, as _____ of Liberty Savings Bank, FSB personally appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of such entity.

Witness my hand official stamp or seal, this _____ day of _____, 20____.

My Commission expires: _____ _____
Notary Public

[Stamp/ Seal]

Seller Notary:
STATE OF _____)
COUNTY OF _____) SS:

I, _____ a notary of said county do hereby certify that _____, as _____ of _____ personally appeared before me this day and acknowledged the execution of the foregoing instrument on behalf of such entity.

Witness my hand official stamp or seal, this _____ day of _____, 20____.

My Commission expires: _____ _____
Notary Public

[Stamp/ Seal]

Addendum A

For Non-Delegated Correspondents who work as a Broker/Third Party Originator in addition to Correspondent Lending

Not Applicable for Delegated Correspondent Lenders as those fees will be paid through the Secondary Market Transaction

FEES

LSB fees to be paid to Seller who is working as Broker/Third Party Originator are:

Clearly designate the appropriate fee and minimum option:

☐ 1.00 %	☐ 2.00 %
☐ 1.25%	☐ 2.25%
☐ 1.50 %	☐ 2.50 %
☐ 1.75%	☐ 2.75%

And must choose a minimum of--

☐ Opt Out of Minimum ☐ $1000 ☐ $1500

The parties agree that these fees will remain in place for a period of three (3) months (1 calendar quarter) at which time such fees can be adjusted prior to the end of each quarter on a go forward basis by Seller completing, executing and delivering to LSB a Broker Comp Change Form, substantially in the form as attached hereto as Exhibit "A". Seller agrees that any such Broker Comp Change Form shall be fully completed and delivered to LSB ten (10) business days prior to the end of the current calendar quarter to be effective for the subsequent quarter.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

LIBERTY SAVINGS BANK, FSB:

By:_____

Name:_____

Title:_____

Date:_____

SELLER:

_____

By:_____

Name:_____

Title:_____

Email:_____

Date:_____