



Agency or Agencies: The Federal National Mortgage Association (“FNMA” or “Fannie Mae”), Federal Home Loan Mortgage Corporation (“FHLMC” or “Freddie Mac”), Government National Mortgage Association (“Ginnie Mae”), Federal Housing Administration (“FHA”), Department of Veterans Affairs (“VA”), Department of Housing and Urban Development (“HUD”), or any other federal or state agency or government sponsored entity which purchases, insures or guarantees Loans or securities backed by Loans.

Agency Guidelines: All policies, procedures and requirements of the Agencies, including but not limited to the Agency Selling Guides, made available to Buyer and applicable to the registration, underwriting, closing, funding and sale of Mortgage Loans.

Agreement: The Loan Purchase Agreement and the Seller’s Guide together, as each may be amended from time to time.

Bankruptcy Proceeding or Event: (a) A decree or order of a court or agency or supervisory authority having jurisdiction for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets and liabilities, or bankruptcy proceeding or any similar proceedings, or for the winding up or liquidation of the Seller’s affairs, shall have been entered against the Seller (or, with respect to a particular Loan, the Borrower) and such decree or order shall have remained in force undischarged for a period of 60 days; or (b) the Seller (or, with respect to a particular Loan, the Borrower) shall consent to the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets and liabilities, bankruptcy or similar proceedings relating to the Seller (or, with respect to a particular Loan, the Borrower) or relating to all or substantially all of its property; or (c) the Seller (or, with respect to a particular Loan, the Borrower) shall admit in writing its inability to pay its debts as they become due, file a petition to take advantage of any applicable insolvency, reorganization or bankruptcy statute, make an assignment for the benefit of its creditors, or voluntarily suspend payment of its obligations.

Business Day: Any day of the week other than (i) a Saturday or Sunday, (ii) a day which is a legal holiday in the Commonwealth of Pennsylvania, or (iii) a day on which national banking institutions are either authorized or obligated by law or executive order to be closed.

Buyer or New Penn Financial or NPF: New Penn Financial, LLC or any successor in interest.

Closing: the time when the Borrower signs a Note evidencing a Loan and the Mortgage securing the payment of said Note.



Collateral or Collateral File: As to each Mortgage Loan, the original of the Note (including all applicable addenda thereto), Mortgage (including legal description and all applicable riders), Title Insurance, Bailee or Seller Release, Legal Package Contents and such additional documents listed in the Guide or as may reasonably be requested by Buyer.

Confirmation Date: The date upon which New Penn issues confirmation that the rate has been locked.

Delivery Date: the date on which the Correspondent submits the closed loan package and all required documentation to New Penn for review and purchase.

Eligible Loan: a Loan that conforms to all requirements outlined in the Agreement, including the applicable Underwriting Guidelines, all applicable Loan Decision Letters, the applicable Purchase Advice, Agency Guidelines or private investor guidelines, as applicable.

FHA Loan: a Loan that is insured by the FHA.

Funding Date: The date upon which each Loan shall have been funded by the Seller as the originating lender.

Government Loan: A Mortgage Loan that is insured by FHA or VA.

Laws: All federal, state and local laws, ordinances, regulations, orders, writs, injunctions and decrees, and all court or other official interpretations thereof, applicable or potentially applicable to the Loans or otherwise as to any of the subject matters of this Agreement, including without limitation the Equal Credit Opportunity Act, the Truth-in-Lending Act, the Real Estate Settlement Procedures Act, the Home Mortgage Disclosure Act, the Fair Credit Reporting Act, the Secure and Fair Enforcement for Mortgage Licensing Act of 2008, the Flood Disaster Protection Act of 1973, the Fair Housing Act, the Fair Debt Collection Practices Act, all state and local laws and ordinances similar or equivalent to or concerning the subject matter of the laws and statutes identified herein, Internal Revenue Service requirements, federal and state usury laws or similar laws limiting interest, fees or other charges with respect to Loans, and state or local predatory lending or related laws.

Legal Package Contents: Without limitation, any and all documents outlined in the Legal Package Contents paragraph contained within Section 6 of the Guide pertaining to General Delivery Requirements, along with all other such documents that Buyer may reasonably request in connection with the transactions contemplated by the Agreement.



Loan: Each Note, the related Mortgage and Servicing Rights and the Related Assets are together referred to as the “Loan,” and collectively as the “Loans.”

Loan Decision Letter: Written correspondence which, in Buyer’s sole discretion, may be issued to Seller from time to time, which indicates certain conditions that must be satisfied by Seller for each Mortgage Loan prior to the issuance of Purchase Advice and purchase by Buyer.

Loan Purchase Agreement: a contract signed by Buyer and Seller which evidences their agreement for Seller to sell to Buyer residential Mortgage Loans.

Loss: The term “Loss” shall mean the negative result, if any, of the following calculations: (a) the sum of: (i) the outstanding principal balance of the Loan, with accrued interest thereon through the date the Loan is sold or the date the Mortgaged Property or collateral is liquidated; (ii) all advances by the Buyer and all charges due from the Borrower; (iii) the total amount paid by the Buyer to any senior lienholders to secure a first or higher priority lien position; (iv) accrued interest on all mortgage Loans purchased from senior lienholders from the date such mortgage Loans were purchased through the date the Loan is sold or the date the Mortgaged Property or other collateral is liquidated; and (v) all other reasonable and necessary expenses, losses and damages incurred by or paid by the Buyer in connection with the Loan, investigation of the Loan or the sale or liquidation of the Loan or the related Mortgaged Property or other collateral, including, but not limited to, reasonable attorneys’ fees, expenses and costs, property taxes, maintenance costs, insurance, appraisals, advertising, sales commissions, fines and penalties; less the (b) net proceeds from the sale of the Loan or the sale or liquidation of the Mortgaged Property or other collateral.

Mortgage: The Note, bond, deed of trust, mortgage, deed to secure debt, mortgage warranty, extension agreement, assumption of indebtedness, assignment and any other documents (including all exhibits, amendments and riders) constituting the basic instruments for real estate security on real property owned by the Borrower in the state in which the Mortgaged Property is located.

Mortgage File: A complete package of all Collateral File documents and Legal Package Contents required to be delivered under this Agreement and the applicable Purchase Advice for each Mortgage Loan.

Mortgage Loans: The Loans identified in the Purchase Advice which are from time to time made subject to this Agreement.

Mortgaged Property: The residential real property subject to the Mortgage which secures the Loan.

Mortgagor or Borrower: The obligor or obligors under a Loan.



Note: The original Note or bond or other instrument evidencing the indebtedness of the Borrower or Mortgagor under a Loan, together with all exhibits, amendments and riders. Purchase Advice: A notice from the Buyer to the Seller outlining the terms upon which Buyer is willing to purchase individual Mortgage Loans from the Seller.

Purchase Advice: Document issued by New Penn that details the total amount that will be wired to the Correspondent's warehouse bank for purchase of an eligible loan.

Purchase by Date: The Purchase by Date is equal to the later of the Lock Expiration Date or Delivery Date plus five calendar days.

Purchase Price: The purchase price for the Loans described in each Purchase Advice shall generally be an amount as of the Settlement Date equal to the sum of: (1) the unpaid principal balances of the Notes; (2) all interest accrued (up to but not including the Settlement Date) but unpaid on the Notes (prorated on a 30-day month, 360-day year); and (3) any premiums due the Seller, if applicable, in accordance with the Purchase Advice or any Purchase Advice; less (4) any discount due the Buyer in accordance with the Purchase Advice or any Purchase Advice; less (5) all fees for recordation of assignments; and less (6) any escrow account balance and any fees as disclosed payable to or by the Buyer. However, the actual purchase price for the Loans shall be as set out on the related Purchase Advice.

Repurchase Price: The sum of: (1) the outstanding principal balance of the Loan, with accrued interest thereon through the date on which the Loan is repurchased by the Seller; (2) all advances made by the Buyer and all charges due from the Borrower; (3) the total amount, including principal balance, accrued interest and other expenses, paid by the Buyer to any senior lienholders to secure a first or higher priority lien position; (4) to the extent not duplicative of subparagraph 2, above, all reasonable and necessary expenses, losses and damages actually paid or incurred by the Buyer in connection with the Loan or an investigation of the Loan or the related Mortgaged Property, including, but not limited to, property taxes, maintenance costs, interest expenses, insurance, appraisals, advertising, sales commissions, reasonable attorneys' fees, expenses and costs, fines and penalties; and (5) the rebate of premium due the Buyer in accordance with the Premium Rebate schedule as described in the Agreement.

Seller or Correspondent: The entity referenced in the introductory section of the Loan Purchase Agreement.

Seller's Guide or Guide: All policies, procedures, and requirements of Buyer made available to the Seller and applicable to the registration, underwriting, Closing, funding and selling of Mortgage Loans. Buyer may modify the Guide in part or in whole at any time as set forth in the Agreement.



Servicing Rights: With respect to each Mortgage Loan, the right to do any and all of the following: (a) service and administer the Mortgage Loans; (b) collect any payments or monies payable or received for servicing the Mortgage Loans; (c) collect any late fees, assumption fees, penalties or similar payments with respect to the Mortgage Loans; (d) enforce the provisions of all agreements or documents creating, defining or evidencing any such Servicing Rights and all rights of the Seller thereunder, including, but not limited to, any clean-up calls and termination options; (e) collect and apply any escrow payments or other similar payments with respect to the Mortgage Loans; (f) control and maintain all accounts and other rights to payments related to any of the property described in this paragraph; (g) possess and use any and all Mortgage Files pertaining to the Mortgage Loans or pertaining to the past, present, or prospective servicing of the Mortgage Loans; and (h) enforce any and all rights, powers and privileges incident to any of the foregoing.

Settlement Date: The date of the payment of the Purchase Price by the Buyer for Loans purchased pursuant to this Agreement, which shall be outlined in the Purchase Advice.

Shellpoint Loan: any Non-Government Loan available for purchase under this Agreement subject to product profiles established by Buyer, including without limitation, Owner's Advantage, Homebuyer Power, and Homekey.

Title Insurance: A “marked-up” title insurance policy, or a title insurance binder, commitment or certificate, or a final title insurance policy (and all endorsements), as further described in Article V(B)12 of this Agreement, in which all liens, mortgages, deeds of trust, claims, assessments, defects, encumbrances and other exceptions affecting or against the Mortgaged Property have been removed or are insured against in favor of the Buyer, its successors and assigns by the title insurance company unless otherwise agreed or approved by the Buyer in writing.

Underwriting Guidelines: The guidelines, conditions and requirements provided by the Buyer in the Seller's Guide (including any such product profiles in the Guide), as Buyer may update from time to time. Such guidelines, conditions and requirements are incorporated herein and made a part hereof, and may be modified or amended by Buyer from time to time in Buyer's sole discretion.

VA Loan: a Loan that is insured by the VA.