

Wholesale Application

Banks - Brokers - Credit Unions

We're proud to offer you the advantages of One Reverse Mortgage Services. Your clients deserve a wide range of loan options and amazing service from America's Home Loan Experts.

One Reverse offers you and your clients:

- Fast and efficient processing
- Industry-leading technology

To become an approved One Reverse Mortgage Services Partner, complete the enclosed application package and submit all required information and forms to your Account Executive.

Contents

Corporate/Home Office Information	2
Originating Branch Office Information	3
State Licenses (if applicable)	4
Corporate Resolution	5
Appraisal & Other Loan Related Fees Payment Policy. . .	6
Certification & Authorization	8

Required Forms

- | | |
|------------------------------|----------------------|
| • W-9 Form | • Affiliates |
| • Broker Agreement | • Risk Questionnaire |
| • Portal Access Request Form | • SSN Disclosure |

Optional Documents

- | | |
|---------------------------------------|--------------------------------|
| • Broker Consent to Share Information | • Reverse Vision Use Agreement |
|---------------------------------------|--------------------------------|

Wholesale Application

Corporate/Home Office Information

Account Executive: _____

Corporate/Home Office Information

Legal Business Name: _____

Federal Tax ID Number/EIN: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Main Phone: _____

Fax: _____

Website: _____

Primary Contact Name: _____

Title: _____

Phone: _____

Email: _____

Type of Organization (select one):

Bank

Credit Union

Mortgage Banking Entity

Organization Ownership (select one):

Privately Held

Publicly Traded

State of Organization: _____

County: _____

Type of Institution (check one):

State Charter

Federal Charter

Subsidiary for: _____

Primary Regulator: _____

FDIC/NCUA Certificate Number: _____

Holding Company Name (if applicable): _____

Holding Company Federal Tax ID Number/EIN: _____

Originating Branch Office Information

List all branch offices/divisions that will be **originating** mortgages. If only the Home Office will be originating, list Home Office for branch/division name. Attach a list if needed. If you have this information in another format, attach it in lieu of completing this section.

Division/Branch Name:

Address:

City:

State:

Zip Code:

Division/Branch Name:

Address:

City:

State:

Zip Code:

Division/Branch Name:

Address:

City:

State:

Zip Code:

Division/Branch Name:

Address:

City:

State:

Zip Code:

Division/Branch Name:

Address:

City:

State:

Zip Code:

Wholesale Application

State Licenses (if applicable)

State Licenses (if applicable)

Complete the requested information below. Please include licensing information for the company, all originating branches, and all originating loan officers. Attach a list if needed.

Company Name & Address	NMLS ID Number	License State	License Type	License Number	Date License Issued	License Expiration Date
Branch Name & Address						
Loan Officer Name						

Wholesale Application

Corporate Resolution

Certification Regarding Corporate Authority

To give assurances to the parties entering into the Broker Agreement and/or Correspondent Loan Purchase Agreement, Correspondent Lending Seller Guide and any affiliated Contract Documents (the "Agreement(s)") with One Reverse Mortgage, LLC, the following information is certified as being true and accurate by the undersigned officer of

_____ (the "Company"):

1. The Company is in good standing in the state of its incorporation;
2. The Company has obtained the necessary authority from its Board of Directors to enter into the Agreement(s) and to execute the Agreement(s) and any other documents necessary to carry out the Agreement(s).
3. The following individuals are duly elected officials of the company holding the office or position set opposite their names, each having full authority to bind the company to the terms and conditions of the Agreement(s).

4. The Agreement(s) and any other necessary documents, once executed by the Company, constitute valid and enforceable Agreement(s), whether or not such execution pre-dates this certification.

Name	Title	Date of Board Approval

Signature

Title

Date

Appraisal Requirements

As stated in the Broker Agreement, you are responsible for initiating/ordering the real estate appraisal through our lender portal in connection with submitting a loan application to One Reverse Mortgage, LLC. When you submit an appraisal order, you assume responsibility for payment of any fees associated with the appraisal order including all appraisal related fees such as trip fees, cancellation fees, etc.

When you submit the appraisal order on our lender portal, you must indicate how you will pay for the appraisal. An appraisal order cannot be placed without selecting a billing method.

For your convenience, you may enter credit card information and authorize us to charge the appraisal fee to a credit card. The credit card will be charged upon receipt of the appraisal.

You may collect or charge the appraisal fee to the borrower prior to closing. If you provide us with the borrower's credit card information, at the time the order is submitted, you must certify that you have obtained written authorization from the borrower. If the credit card payment is declined or disputed, you assume responsibility for payment of any fees associated with the appraisal order.

If you collect the appraisal fee from the borrower prior to closing, you are responsible for complying with all laws and regulations regarding the collection of fees in advance of closing. As stated in the Broker Agreement and required by the Truth-in-Lending Act, if you collect the appraisal fee directly from the borrower and the borrower later rescinds, you are required to refund the fee to the borrower.

If you choose to have the borrower pay for the appraisal fee at closing, we will charge it on the Closing Disclosure. If the loan does not close for any reason, you assume responsibility for payment of any fees associated with the appraisal order.

If the bank/credit union's credit card is used, by signing below, you authorize One reverse Mortgage, LLC. to charge the amount to the credit card entered on our lender portal. You also certify that any person who enters the bank/credit union's credit card information on your behalf is authorized to do so. If the credit card payment is declined or disputed, you assume responsibility for payment of any fees associated with the appraisal order. You will have the option at the time you submit the appraisal order to request reimbursement of any amount that is charged to the bank/credit union's credit card from the borrower at closing.

After the initial order, it may be necessary to order additional documentation regarding the appraisal or appraised value. This required documentation may result in additional fees that will be charged to the borrower at closing. Prior to incurring additional appraisal related fees, we will contact you for approval. Should the loan not close, you assume responsibility for the payment of these additional appraisal related fees. You will be invoiced on a monthly basis for these additional fees.

Other Loan Related Fees

During the processing of the loan application, it may be necessary to incur other loan related fees. For example, the title company may require a survey. Prior to incurring these fees, we will contact you for approval.

We may also need to order condominium association documents such as condo questionnaire, condo budget, master deed, bylaws, articles of incorporation, etc. For these condo items, we have the discretion to incur such expenses on your and the borrower's behalf. Should the loan not close, you assume responsibility for the payment of these additional loan related fees. You will be invoiced on a monthly basis for these additional fees.

Invoice Billing Information

Payment is due to us within 15 days of receiving an invoice. In the event of nonpayment, we reserve the right to deduct the outstanding amount from any amounts that we owe you pursuant to the Broker Agreement. Invoices will be sent to the address listed below:

Company Name:

Billing Contact Person:

Address:

City:

State:

Zip Code:

Phone:

Email:

Signature: _____ Title: _____

Printed/typed Name: _____ Date: _____

Certification & Authorization

The undersigned declares that the statements set forth in this Wholesale Application and in any documents provided to One Reverse Mortgage in connection with this application are true and correct. The undersigned authorizes One Reverse Mortgage to obtain any other information it may deem necessary about the named company and its principals from any sources, including any agency, investor, credit bureau or

PMI company. The undersigned acknowledges that such reports and information will be obtained and used only in connection with One Reverse Mortgage's approval of applicant's eligibility to conduct business with Quicken Loans and not for any consumer credit or other purpose. It is further understood that any misrepresentation on this application could result in criminal action and the termination of such relationship. A facsimile signature on this application shall substitute for, be as binding as, and have the same legal effect as an original form signature.

One Reverse Mortgage agrees that any financial information provided by the applicant will be treated as confidential and will not be released to any third party unless required by law or court order.

Signature: _____ Title: _____

Printed/typed Name: _____ Date: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).

Revised October 2017

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

BROKER AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of this _____ day of _____ 201____, by and between ONE REVERSE MORTGAGE, LLC., a Delaware limited liability company ("Lender"), having a principal office at 9920 Pacific Heights Boulevard, Suite 350, San Diego, California 92121, and the undersigned _____ ("Broker") having a principal office at _____.

RECITALS

Lender is in the business of, among other things, originating, purchasing and selling residential reverse mortgage loans secured by a first lien on a 1-4 family dwelling;

Broker is in the business of, among other things, aiding and assisting applicants in obtaining residential first and second mortgage loan financing from lenders; and

The parties to this Agreement wish to establish a non-exclusive relationship whereby Broker will perform origination services and submit loan application packages ("Applications") for first lien 1-4 family residential reverse mortgage financing on behalf of Broker's customers ("Applicants") to Lender for loan approval determination and possible funding by Lender, and upon such terms and conditions as set forth in this Agreement and in Lender's product guidelines, rate sheets and other written manuals and publications, as amended from time to time, including such publications, bulletins and information available through Lender's Website (collectively the "Broker Guide") which is made a part of this Agreement and incorporated herein as if set forth at length.

THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. ELIGIBLE LOANS; PRICING

1.1. MORTGAGE LOAN PROGRAMS. Lender may from time to time distribute to Broker information with respect to the types of mortgage loan programs it is offering ("Loan Programs") along with the methods by which Applications for such Loan Programs may be transmitted. Lender will accept only those Applications eligible for the Loan Programs offered by Lender. Broker will be entitled to have Applications processed only upon submission to Lender of such additional information and documents as required by Lender. Broker acknowledges that Lender reserves the right to alter, add, or delete Loan Programs from time to time and Broker accepts responsibility for knowing which Loan Programs are offered by Lender at any given time. Broker shall be responsible for assuring that each Application submitted complies with all the terms and conditions of the applicable Loan Program at the time Broker submits the Application to the Lender.

1.2. MORTGAGE LOAN PRICING. Lender may issue to Broker on a periodic basis pricing information ("Pricing Sheet") applicable to Loan Programs it offers. Each Pricing Sheet is subject to change without notice. Broker shall comply with the guidelines contained in the Pricing Sheet and Broker Guide, specifically including, but not limited to, the Wholesale Pricing Manual concerning documentation, interest rates and lock-ins which apply to the particular Loan Program offered by Lender.

2. DUTIES OF BROKER

2.1. TAKING OF APPLICATIONS/ DISCLOSURES. Broker shall take applications for the Loan Programs at its offices in its own name through its employees (each of whom shall be engaged by Broker on a W-2 basis). Broker shall provide to each person or persons who submits an application that is to be submitted to Lender, contemporaneously with the taking of the application, all applicable broker disclosure(s) that comply with the Broker Guide and all applicable laws. Broker may not submit third party originations to Lender under this Agreement.

2.2. APPLICATION SUBMITTAL. Broker shall submit each Application to Lender in a manner to be communicated to the Broker in writing by the Lender, as revised from time to time. Such methods of communication may include, but are not limited to, electronic, facsimile or written communication. Each Application submitted to Lender shall be subject to strict compliance with (i) the terms and conditions contained in this Agreement, (ii) the Broker Guide, and (iii) any other communications, announcements or guidelines provided by Lender to Broker from time to time. Each Application shall include all applicable fully-completed broker disclosure(s) which have been signed as of the date of application by the Applicant and Broker; the Uniform Residential Loan Application for Reverse Mortgages (Form 1009) signed by the Applicant; and such credit, financial and other information as set forth by the Lender from time to time. Broker shall assist Lender in obtaining any additional information needed by Lender or to otherwise facilitate the underwriting and closing of the loan transaction.

2.3. PERFORMANCE OF BROKER SERVICES. In addition to taking the information from Applicant, completing and compiling the Application, and providing and explaining the broker disclosure(s), Broker shall, for every loan, perform services, including but not limited to the following:

- (a) analyzing the Applicant's income and debt and determining Applicant's eligibility for a reverse mortgage loan;
- (b) educating the Applicant regarding reverse mortgage loans, advising Applicant about different types of reverse mortgage loan products available, and demonstrating how closing costs and monthly payments would vary under each product;
- (c) collecting financial information (e.g., tax returns, bank statements) and other related documents that are part of the application process;
- (d) initiating/ordering verifications of employment (VOEs), verifications of income and verifications of deposits (VODs), as applicable;

- (e) initiating/ordering requests for mortgage and other loan verifications;
- (f) initiating/ordering appraisals from the appraisal management company(s) pre-selected by Lender;
- (g) providing disclosures (e.g., Truth in Lending, Good Faith Estimate) to prospective Applicants as required by applicable laws or Broker Guide;
- (h) assisting Applicants in understanding and addressing credit problems;
- (i) maintaining regular contact with Applicants, real estate agents, and Lender between application and closing to apprise them of the status of the Application and to gather any additional information as needed;
- (j) initiating/ordering legal documents (e.g., title reports);
- (k) analyzing the information provided by Applicant and confirming that the Applicant's Application complies with applicable laws; and
- (l) providing such other services as may be required by a particular loan transaction.

2.4. BROKER COMPENSATION. Broker will be paid for its services as detailed in Exhibit A (Broker Compensation) attached hereto.

2.5. COMMUNICATIONS WITH APPLICANT. Broker shall be responsible for all communications with Applicants. Notwithstanding the foregoing, Lender may communicate with Applicant as required for underwriting, information verification, loan processing, closing, audit, or regulatory compliance purposes. Broker shall promptly deliver to such Applicants any documents prepared by Lender and intended for delivery to Applicants regardless of the manner in which such documents are delivered to the Broker.

2.6 LOAN RESCISSION, REIMBURSEMENT OF FEES. If Broker has collected any fees from an Applicant, including any fees payable to a third party, in connection with a reverse mortgage loan that is, (i) rescinded by the Applicant pursuant to applicable state or federal law or regulation, or (ii) which does not fully comply with applicable state or federal law or regulation, Broker shall promptly refund all such fees that are required to be refunded to the Applicant.

2.7. ASSIGNMENT. Upon acceptance of the submitted Application by Lender, all of Broker's rights, title and interest in the reverse mortgage loan file and any and all of its contents shall be immediately assigned, transferred and conveyed to Lender.

2.7.1 BROKER CONSENT TO REISSUE CONSUMER CREDIT REPORTS. Lender may request consumer credit reports as a potential investor in connection with Broker's submitted Application(s) in the evaluation or assessment of such Application(s) and subsequent approval(s) or denial(s) thereof. Broker expressly consents to Lender's reissuance of consumer credit report(s) initially requested by Broker for Applicant(s).

2.8. NON-SOLICITATION/EARLY LOAN PAYOFF. Neither Broker nor its officers, directors, agents, employees or affiliated entities shall, for a period of 180 days from the date of funding of any reverse mortgage loan made by Lender, solicit an Applicant for the purpose of making a new reverse mortgage

loan or other credit transaction which would be secured by the same property which secures such Applicant's reverse mortgage loan made by Lender. However, if an Applicant requests an additional loan or other credit transaction from Broker without solicitation by or on behalf of Broker, which loan or other credit transaction would be secured by the same property as the reverse mortgage loan made by Lender, Lender shall be given a right of first refusal with respect to such additional loan or other credit transaction. The term "solicit" as used herein shall not include mass advertising via newspaper, radio, television and other similar forms of communication not specifically directed to the Applicants. Notwithstanding anything to the contrary contained herein, if any reverse mortgage loan submitted by Broker to Lender pursuant to this Agreement is paid in full within 120 days from the date of funding, Broker shall pay to Lender all compensation paid to Broker in connection with such reverse mortgage loan. Lender reserves the right to offset any amounts due hereunder, at any time and without prior notice, against any amounts due to Broker under this Agreement.

2.9. APPRAISALS. Except to the extent otherwise provided in the Broker Guide, Broker shall order real estate appraisals only from those appraisal management companies which are selected by Lender and available through appraisal management companies engaged by Lender ("Authorized AMC"). Lender agrees to furnish Broker with a list of its Authorized AMCs from time to time.

2.10 REAL ESTATE SETTLEMENT PROCEDURES ACT. In connection with this Agreement, Broker understands and acknowledges the following with respect to the lender-broker relationship and certain requirements of the Real Estate Settlement Procedures Act:

- (a) Broker acknowledges that all Good Faith Estimates must be issued in accordance with the Real Estate Settlement Procedures Act and in accordance with the Broker Guide;
- (b) Broker acknowledges that if Lender, as the reverse mortgage lender, accepts the loan package with the Good Faith Estimate as provided by Broker, and absent changed circumstances as outlined by the Real Estate Settlement Procedures Act, Broker and Lender, as the reverse mortgage lender, will be bound by the terms and estimates stated to the Applicant in the Good Faith Estimate if the Applicant accepts the Good Faith Estimate;
- (c) Broker acknowledges that if the actual settlement costs and fees associated with the closing of a reverse mortgage loan are out of tolerance at closing, according to the applicable tolerance limitations in place at the time of closing and according to applicable rules and regulations promulgated under the Real Estate Settlement Procedures Act, then Lender is responsible under such regulations to correct and cure any such tolerance violations to the borrower within thirty (30) days of the closing date;
- (d) Unless prohibited by applicable law, Broker further acknowledges that, in consideration of Lender's responsibility to correct and cure tolerance violations associated with quoted fees on the Good Faith Estimate as described above, Broker shall, at Lender's election, either (i) make such tolerance corrections out of proceeds to be received by Broker in connection with the applicable loan, or (ii) Broker shall reimburse Lender for any such tolerance violations at the closing of each such loan requiring such tolerance cure or upon Lender's later demand.

2.11 TRAINING AND ANNUAL RECERTIFICATION Prior to taking or submitting an application pursuant

to this Agreement, Broker must undergo a required training session with Lender to evidence their understanding of the Loan Programs and the responsibilities, duties and obligations of Broker as detailed herein to the sole satisfaction of Lender. In addition, Broker must submit a recertification on an annual basis as detailed within the Broker Guide and must submit all information and documentation as required by Lender in order to certify Broker's ability to continue its responsibilities, duties and obligations as detailed here in to the satisfaction of Lender.

3. DUTIES OF LENDER

3.1. UNDERWRITING OF REVERSE MORTGAGE LOANS. Lender or its agent shall underwrite every Application in accordance with the terms of this Agreement. Lender shall have no obligation to approve or close a reverse mortgage loan which in its sole discretion does not meet Lender's underwriting requirements. In making its determination, Lender expressly disclaims any conclusions Broker may draw as to the general quality or acceptability of the Application. Lender retains sole and absolute discretion to reject any Application which does not comply with the terms and conditions of this Agreement, or for any reason whatsoever (except any reason prohibited by Law), and to set the terms and conditions of any approval of an Application. Lender shall notify Broker of the disposition of an Application. Broker may not represent that Lender has approved or will approve any Application until Lender informs Broker in writing that it has done so. If Lender declines any Application, Lender shall notify the Applicant promptly and deliver the required adverse action notice to the Applicant in accordance with applicable state, federal and local laws. Lender will have no obligation or liability to Broker for any reverse mortgage loan which is not closed by Lender or for any delays in the processing or closing of any Applications.

3.2. CLOSING OF REVERSE MORTGAGE LOANS. Lender shall proceed to the closing of the reverse mortgage loan under the terms and conditions of its approval. Lender shall prepare the closing package and close the reverse mortgage loan in its name and with its own funds.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BROKER

As an inducement to enter into this Agreement and to consummate the transactions contemplated hereunder, the parties set forth below make the following representations, warranties and covenants to the other and any successor in interest to such other party under this Agreement as of the date hereof, as of each and every date Broker submits an Application to Lender, and as of the date any related reverse mortgage loan is closed and funded by Lender. Each party shall be deemed to have relied on such representations, warranties and covenants, regardless of any independent investigation it may have made or may hereafter make.

4.1. DUE ORGANIZATION; GOOD STANDING. Broker and Lender each covenant, represent and warrant that it is duly organized, validly existing and in good standing (in the case of a corporation or limited liability company) under the laws of the state governing its creation and existence during the time of its activities with respect to the origination and closing of the reverse mortgage loans subject to this

Agreement.

4.2. AUTHORITY AND CAPACITY. Broker and Lender each covenant, represent and warrant that it has all power, authority and capacity legally required to enter into this Agreement and to perform the obligations required of it hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate officers, board members, or other governing body or persons of each party to this Agreement. This Agreement constitutes a valid and legally binding Agreement between the parties, enforceable in accordance with its terms.

4.3. EFFECTIVE AGREEMENT; NO CONFLICTS. The execution, delivery and performance of this Agreement by each party, its compliance with the terms hereof and consummation of the transactions contemplated hereby will not violate, conflict with, result in a breach of, give rise to any right of termination, cancellation or acceleration under, constitute a default under, be prohibited by or require any additional approval under its articles of incorporation (in the case of a corporation), bylaws, partnership agreement or other applicable organizational documents or any instrument or agreement to which it is a party or by which it is bound, or any Law, or any judicial or administrative decree, order, ruling or regulation, applicable to it.

4.4. COMPLIANCE WITH ALL APPLICABLE LAWS. Broker has complied, and shall comply, both in the conduct of business generally, and in its origination of each reverse mortgage loan, with all applicable laws, rules and regulations ("Laws"), including, without limitation upon the generality of the foregoing, the Equal Credit Opportunity Act ("ECOA") and Regulation B, including without limitation its requirements relating to nondiscrimination; the Truth-in-Lending Act, and Regulation Z; RESPA and Regulation X; the Bank Secrecy Act and 31 CFR Chapter X; the Fair Housing Act; the Gramm-Leach-Bliley Act; the S.A.F.E. Mortgage Licensing Act and Regulations G and H; the Mortgage Acts and Practices-Advertising and Regulation N; the Fair Credit Reporting Act; Section 1031 of the Dodd-Frank Act; all applicable state and local laws and regulations governing mortgage lending, reverse mortgage lending and mortgage brokerage; and National Reverse Mortgage Lenders Association ("NRMLA") codes, rules and opinions. Broker represents and warrants that no reverse mortgage loan is, (i) a High Cost Loan as that term is defined by the Home Ownership and Equity Protection Act ("HOEPA"), (ii) a Higher-Priced Mortgage Loan, as that term is defined under Regulation Z, (iii) a high-cost loan under any similar federal, state or local law, or (iv) the reverse mortgage loan does not fall into any other classification under state law which is not eligible for purchase. Broker represents and warrants that it, and its mortgage loan originators, are properly licensed or registered in all jurisdictions where required for the origination of reverse mortgage loans as provided for in this Agreement and agrees to maintain all applicable licenses, registrations and approvals in good standing during the term of this Agreement. Broker further represents and warrants that it shall not engage in any unfair, deceptive, or abusive acts or practices. Broker has not used and shall not use any affiliated vendors without disclosure of such relationship and the express written authorization by Lender.

4.4.1 BROKER COMPLIANCE PROGRAM. Broker represents and warrants that it not only complies

with all applicable state and federal laws, but that it has implemented and effectively maintains appropriate policies, procedures, internal controls, and training materials ("Compliance Program") covering such laws. Failure by Broker to maintain a satisfactory Compliance Program will result in the termination of this Agreement. Broker regularly conducts appropriate training of its employees concerning such state and federal laws. Broker agrees to provide, upon Lender request, any policies, procedures, internal controls, training materials, and audit results related to Broker's Compliance Program and the training of its employees.

4.4.2 ANTI-MONEY LAUNDERING PROGRAM. Broker represents and warrants it has implemented and will continue to maintain a satisfactory Anti-Money Laundering ("AML") Program (for as long as this Agreement is in effect) as required by 31 CFR Parts 1010 and 1029, including without limitation to the following: (a) the development of effective internal policies, procedures, and controls; (b) the designation of a qualified compliance officer; (c) an ongoing and compliant AML employee training program; and (d) an independent audit function to test the AML Program. Broker will perform all applicable obligations under AML laws and regulations, and any amendment thereto, as to verifying the identity of each Applicant or client of the Broker and the monitoring, recordkeeping, reporting and other applicable obligations regarding transactions and other activity with each Applicant. Broker shall ensure that it obtains an independent audit for compliance with AML laws and regulations, including independent testing, by a duly qualified and unrelated party or duly qualified and independent employee of Broker. But for such information/records that it is legally unable to disclose, Broker shall make any and all information and records (including but not limited to policies, procedures, and audit reports) available to Lender upon request regarding Broker's compliance with its AML Program.

4.5. NOTICE OF THREATENED ACTIONS. Except as previously disclosed in writing to and acknowledged in writing by Lender, neither Broker, or any its principals, officers, directors, managers, mortgage loan originators or underwriters, has been suspended, terminated, sanctioned or issued any administrative order, cease and desist decree or been the subject of regulatory action by FHA, VA, FNMA, FHLMC, GNMA, any mortgage insurance company, or any federal, state or local regulatory authority. Broker shall immediately advise Lender in writing of any inquiry, material complaint or pending or threatened action against it or any of its principals, officers, directors, managers, mortgage loan originators or underwriters, by way of a proceeding or otherwise, to revoke or limit any license, registration, permit, authorization or approval issued or granted by any federal, state or local government or quasi-governmental body, or any agency or instrumentality thereof, necessary for Broker, or any of such related parties, to conduct its business or perform his/her functions, or to impose any penalty or other disciplinary sanction in connection therewith, or any other sanction that would materially affect Broker's business. In addition, in the event Broker receives any letter, notice, or other writing ("Notice") from any regulatory agency with respect to any Application submitted to Lender, Broker shall advise Lender immediately of such Notice and deliver a copy of the Notice to Lender. Broker further warrants that no material complaints have been filed against Broker, or any of its principals, officers, directors, managers, mortgage loan originators or underwriters, alleging unfair and deceptive practices and/or violations of Laws and will notify Lender immediately in the event of any such occurrence.

4.6. LITIGATION. Except as previously disclosed in writing to and acknowledged in writing by Lender, Broker is not party to (a) any pending, or, to Broker's knowledge, threatened litigation as a defendant involving fraud, misrepresentation, violation of any state or federal lending laws or regulatory compliance, (b) any claims by Applicants, or (c) any negative investor or regulatory finding through audits or examinations.

4.7 NO UNTRUE OR MISLEADING STATEMENTS. No representation, warranty or written statement made by Broker to Lender in this Agreement or in any schedule, written statement or document furnished to Lender in connection with the transactions contemplated hereby contains, or will contain, any untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein not misleading. Broker shall provide written notice to Lender promptly upon discovering any such untrue or misleading statement.

4.8. REPORTING OF MISREPRESENTATIONS. Broker understands and agrees that in the event Lender reasonably believes misrepresentations or fraud generated either through the Broker (by any Applicant or third party), by the Broker, or with the Broker's knowledge exist in an Application, document furnished to Lender in connection with the transactions contemplated hereby, or any related documents, Lender may report such misrepresentation or fraud to the appropriate state and federal regulatory authorities, law enforcement agencies, and fraud databases. Broker acknowledges the importance of Lender's right and necessity to disclose such information. Broker waives any and all claims for liability, damages and equitable or administrative relief in connection with Lender's disclosure of such information.

4.9. INSURANCE. Unless otherwise agreed to in writing, Broker possesses and shall maintain, at no expense to Lender, during the term of this Agreement, fidelity bond coverage and errors and omissions insurance, and shall furnish evidence of such coverage upon request of Lender. Such policies shall be in reasonable amounts, with acceptable standard coverages, satisfactory to Lender and compliant with applicable law and investor and agency guidelines. Broker shall provide prompt written notice to Lender of changes thereto or cancellations thereof.

4.10. BUSINESS INFORMATION. Broker shall furnish to Lender and its representatives any necessary information and data concerning the affairs of Broker, as Lender 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. Broker shall furnish, annually as requested by Lender, copies of financial statements, the type and sufficiency of which shall be determined by Lender in its sole discretion, together with such other information bearing upon Broker's financial condition as Lender may reasonably request.

4.11. ABILITY TO PERFORM. Broker represents and covenants that it employs, and will employ, a sufficient number of knowledgeable and capable individuals to perform the services, covenants, representations and warranties required of Broker under this Agreement.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS AS TO EACH MORTGAGE LOAN

As further inducement to Lender to enter into this Agreement and to consummate the closing and funding of reverse mortgage loans hereunder, Broker makes the below referenced representations, warranties and covenants. Each of the following representations and warranties (a) applies to any and all Applications submitted by Broker to Lender, (b) is for the benefit of Lender and its successors and assigns, (c) continues in full force and effect for so long as Lender is subject to any risk of loss or liability as to any Application submitted by Broker, (d) is deemed to have been relied on by Lender, regardless of any independent investigation it may have made or may hereafter make, and (e) is in addition to any other specific representations or warranties contained elsewhere herein.

5.1. COMPLIANCE WITH ALL APPLICABLE LAWS. Broker has complied with and all Applications have complied with all applicable federal, state and local laws, rules, and regulations, including without limitation, the Truth-In-Lending Act and Regulation Z; the Fair Credit Reporting Act; the Equal Credit Opportunity Act and Regulation B; the Real Estate Settlement Procedures Act and Regulation X; the Bank Secrecy Act and 31 CFR Chapter X; the Fair Housing Act and all applicable state and federal fair lending and fair housing regulations; the Gramm-Leach-Bliley Act; the S.A.F.E. Mortgage Licensing Act and Regulations G and H; the Mortgage Acts and Practices-Advertising Rule and Regulation N; Section 1031 of the Dodd-Frank Act; and all applicable state and local laws and regulations governing mortgage lending, reverse mortgage lending, predatory and abusive lending laws, and mortgage brokerage. No Application submitted by Broker shall constitute a transaction which would be subject to coverage under the Home Ownership and Equity Protection Act ("HOEPA") or Section 32 of Regulation Z of the Truth-in-Lending Act, or constitute a Higher-Priced Mortgage Loan as that term is defined under Regulation Z, or which would otherwise be considered a "high rate" or "high cost" loan under applicable state law.

5.2. COMPLIANCE WITH LENDER POLICIES AND PROCEDURES. The origination of each reverse mortgage loan complies in all respects with the terms of this Agreement. Each Application submitted was originated by Broker and not by a third party. All Applications, including all reverse mortgage loan documents and information and documentation submitted in connection with such Applications, have been prepared and/or completed in accordance with applicable law and all information provided by each of Applicant and Broker in such Applications are true and correct in all respects and do not fail to disclose any facts which could be material or which would make such information misleading. All broker compensation has been fully disclosed to Applicant in compliance with applicable laws. The Applicant has executed and received a copy of all broker disclosure(s) as required by applicable law and there are no disputes with respect to Broker's compensation in connection with the origination or closing of each reverse mortgage loan.

5.3 FRAUD. Broker shall not submit any Application or related documents containing false or misrepresented information. Broker shall be responsible for all actions taken in the course of its performance of its obligations under this Agreement, whether performed by Broker, its employees

or licensees, or the Applicant, or any other third party involved in the origination of the mortgage loan. Broker understands and agrees that in the event Lender reasonably believes misrepresentations or fraud generated either through the Broker (by any Applicant or third party), by the Broker, or with the Broker's knowledge exist in an Application or any related documents, Lender may report such misrepresentation or fraud to the appropriate state and federal regulatory authorities, law enforcement agencies, and fraud databases. Broker acknowledges the importance of Lender's right and necessity to disclose such information. Broker waives any and all claims for liability, damages and equitable or administrative relief in connection with Lender's disclosure of such information.

5.4. FACTUAL DISCLOSURE. All facts relating to any Application and/or related reverse mortgage loan transaction which are known or should be known to Broker which may adversely affect the value of the mortgaged property, the credit, character or capacity of the Applicant, the validity of the reverse mortgage, or any other aspect of the transaction have been disclosed in writing to Lender.

5.5. NO ADVERSE CIRCUMSTANCES. Broker has no knowledge of any circumstances or conditions with respect to any Application, mortgaged property, Applicant or Applicant's credit standing that reasonably could be expected to cause third party investors to regard the related reverse mortgage loan as an unacceptable investment, cause the reverse mortgage loan to become delinquent or adversely affect the value or marketability of the reverse mortgage loan.

5.6. FHA LOANS. If the Application is delivered to Lender for a loan intended to be insured by the Federal Housing Administration ("FHA"), it has been originated in conformance with all applicable FHA requirements and Broker is authorized under applicable FHA regulations to originate an FHA loan. Broker has taken no action or failed to take any action, the effect of which would prevent Lender from obtaining FHA insurance or which would at any time invalidate, in whole or in part, the FHA insurance on any submitted Application which is subsequently approved, closed and funded by Lender.

5.7. COMPLIANCE WITH LENDER REQUIREMENTS, GNMA, OR INVESTOR GUIDELINES. All Applications submitted to Lender shall be in full conformance with this Agreement, the Broker Guide and all applicable Lender requirements. If the Application is submitted to the Lender for a loan intended to be a federally insured Home Equity Conversion Mortgage ("HECM"), it has been originated in conformance with all applicable requirements of Ginnie Mae's HECM mortgage backed securities program, and is otherwise originated as an investment quality loan suitable for sale on the secondary market to a secondary market investor.

5.8. NO OTHER AGREEMENTS. Except as otherwise permitted by Lender, Broker has not made, directly or indirectly, any payment on the reverse mortgage loan, the Application, or any fee paid for goods and services rendered in connection with the origination and closing of the reverse mortgage loan, or on any other loan of Applicant from any other person or entity. Broker has also not made any agreement with any Applicant providing for any variation of the note rate, schedule of payment or other terms and conditions of the reverse mortgage loan; and Broker has not received a request for approval of

or notice of any proposed assumption, loss draft or payoff of the mortgage loan.

5.9. NO CROSS-SELLING. Broker shall have no involvement with, or provide borrowers with, any financial or insurance product, which is acquired, directly or indirectly, with the proceeds of the reverse mortgage loan. Broker shall not require borrowers, directly or indirectly, as a condition of applying for or obtaining the reverse mortgage loan, to purchase any other financial or insurance product. Broker shall not refer borrowers to anyone for the purchase of any other financial or insurance product, which purchase is made with or facilitated by receipt of the proceeds of the reverse mortgage loan.

6. REMEDIES FOR BREACH OF AGREEMENT

In addition to any other rights and remedies that Lender may have, upon discovery by either Broker or Lender of any breach of any representation, warranty or covenant of this Agreement, the party discovering the breach shall promptly notify the other. Within thirty (30) days after discovery by or notice to Broker of any breach, Broker shall promptly cure such breach to the reasonable satisfaction of Lender. If the breach is not cured within such thirty (30) day period, Lender may demand and Broker shall be required to repurchase said loan from Lender or the purchaser to whom Lender sold the loan for the "Repurchase Price" (as defined below). Notwithstanding the cure period set forth above, in the event of a breach of representation, or warranty, or covenant of this Agreement which in the sole judgment of Lender cannot be cured within such thirty (30) day time period, Lender may demand and Broker shall be required to repurchase said loan from Lender or the investor to whom Lender sold the loan for the "Repurchase Price." The Repurchase Price shall be an amount equal to the sum of (i) the current unpaid principal balance of the loan at the time of repurchase (or at the time of the foreclosure sale date if the related loan has been foreclosed), (ii) accrued but unpaid interest on such principal balance at the Note rate from the paid-to date of the loan through and including the date on which the Repurchase Price is paid, (iii) all costs and expenses, including without limitation, reasonable attorneys' fees and expenses, incurred by Lender as a result of Broker's breach of this Agreement or enforcing the terms of this Agreement or Broker's obligation to repurchase the loan, (iv) any compensation paid by Lender to Broker in connection with the loan and, if Lender sold the loan and is required to reimburse the purchaser, any premium the purchaser paid to Lender, (v) any unreimbursed advances made by Lender, including without limitation taxes or insurance or payments authorized by the note or the mortgage or applicable law to protect Lender's interest in the loan or related property and (vi) any other fees, costs or amounts relating thereto. The Repurchase Price shall be reduced by (i) any proceeds of mortgage insurance collected by Lender with respect to the loan that have not been applied to the unpaid principal balance; and (ii) if the loan has been foreclosed and the property has been sold to a third party, the proceeds of the sale price received by Lender net of all advances, costs and expenses, including but not limited to reasonable attorneys' fees and expenses, incurred by Lender in connection with such sale.

It is agreed by the parties that Broker's repurchase obligation shall not be obviated by the fact that the property securing the loan has been foreclosed upon and said property has been acquired by Lender or a third party. The repurchase obligation encompasses the repurchase of the property from Lender if Lender has acquired the property, or, if a third party has acquired the property, reimbursing

Lender as set forth herein. Notwithstanding anything to the contrary, in no event shall a full credit bid made by Lender, its successors or assigns, or any related party, at a foreclosure sale of any loan affect in any way the rights and remedies of Lender or the obligations of Broker under this Agreement, including without limitation the obligations of Broker to repurchase and indemnify Lender as provided herein.

7. INDEMNIFICATION

In addition to the remedies set forth in Section 6 above, Broker shall indemnify, defend and hold Lender harmless against and in respect of, and shall reimburse Lender for any and all losses, liabilities, claims, damages, costs including without limitation attorneys' fees and costs (including allocated costs of in-house counsel), and actions suffered or incurred by Lender which arise out of, result from or relate to:

(a) the breach by Broker of any covenant, condition, term, obligation, representation or warranty contained (i) in this Agreement, or (ii) in any written statement or certificate furnished by Broker pursuant to this Agreement, including without limitation those arising from any improper origination or processing of reverse mortgage loans; or (b) any material act or omission of Broker or any employee or agent of Broker which adversely affects any reverse mortgage loan submitted to and funded by Lender hereunder.

Without limiting the foregoing, Broker's obligations under this Section 7 shall include costs and expenses associated with Lender's efforts to enforce this Agreement. In all actions with third parties in which Lender has the right to be indemnified hereunder, Lender 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.

8. TERM; TERMINATION

8.1. TERM. The term of this Agreement shall commence as of the date hereof and shall extend until the termination of this Agreement pursuant to this Article.

8.2. TERMINATION. Broker acknowledges that Lender may with or without cause terminate this Agreement at any time, immediately upon providing written notice to Broker at Lender's sole discretion. Such termination shall not in any respect change or modify the obligations of the parties with respect to

(a) Applications which have been submitted to Lender pursuant to the terms of this Agreement prior to the date of termination (except in the case of fraud) or (b) Broker's obligations under this Agreement accruing prior to the date of termination.

8.3. SURVIVAL. All of the representations, warranties and covenants made by Broker herein and Broker's obligation of repurchase in Section 6, indemnification in Section 8, and non-solicitation in Section 2.8, shall survive any termination of this Agreement, and shall be fully applicable whether or not

Lender relies thereon or has knowledge of any facts at variance therewith.

9. MISCELLANEOUS

9.1. ASSIGNMENT. Lender shall have the right to assign or transfer this Agreement and its duties, obligations or rights hereunder, as well as any authorization and/or information provided by Broker to Lender in connection with Lender's approval or recertification of Broker. Broker may not assign, transfer or subcontract any of its duties, obligations or rights under this Agreement without Lender's prior written consent. A change in the ownership of, or merger or consolidation of Broker, or sale by Broker of substantially all of its assets, shall be considered an assignment for purposes of this Agreement. In the event Lender assigns any of its rights in the reverse mortgage loans closed hereunder, such assignee shall have the same rights as Lender with respect to this Agreement.

9.2. NOTICES. All notices or other information transmitted in connection with this Agreement shall be in writing and sent by (a) personal delivery, (b) prepaid overnight courier, (c) certified mail, return receipt requested, postage prepaid or (d) telefacsimile transmission with confirmation sheet attached, and addressed as follows:

If to Broker:

Attn: _____

Fax: _____

With a copy to:

If to Lender:
One Reverse Mortgage, LLC
4445 Eastgate Mall

Suite 320
San Diego, CA 92121
Attention: Broker
Approval
Fax: (877) 380-7997

With a copy to: Quicken
Loans Inc.
1050 Woodward Avenue
Detroit, MI 48226
Attention: Legal Team
Fax: (877) 380-4962

Either party may change its address for notice purposes by giving written notice of the change to the other party. A notice or other communication sent in compliance with the provisions of this section shall be deemed good and sufficient service regardless of whether the parties actually received such notice.

9.3. BOOKS AND RECORDS. Broker shall prepare and maintain files of reverse mortgage loans in accordance with applicable guidelines established in the industry and applicable law. Broker will cooperate with Lender in the investigation of any claim and assist in the defense of any lawsuit arising out of the obligations of the parties under this Agreement. Each party will reasonably cooperate with the other, its auditors and/or regulatory examiners in any audit or regulatory examination of the other party.

9.4. RELATIONSHIP OF PARTIES. Neither party is the partner, agent, employee or representative of the other and nothing in this Agreement shall be construed or deemed to create a partnership, joint venture, agency or employment relationship between Lender and Broker. Broker shall conduct business in its own name and not in Lender's name. Broker shall not represent that its office is an office, branch or agent of Lender or in any other way connected with Lender. Broker shall have no authority to sign any documents on behalf of Lender. Broker shall be responsible for its overhead and operations costs, payroll costs and all other costs. Broker shall not hold itself out to prospective Borrowers as having the authority to approve loan requests or to issue loan commitments on behalf of Lender. Broker shall not represent that Lender has approved or will approve any loan request until Broker is so informed by Lender in writing.

9.5. 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 Broker's entering into this Agreement with Lender, 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.

9.6. CONFIDENTIALITY. Each party agrees that information concerning the other's business (including

that of all corporate affiliates) is “Confidential Information” and proprietary and shall be maintained in confidence and not disclosed, used, duplicated, published, disseminated or otherwise made available except as described in this section. Confidential Information may include, without limitation, pricing sheets, lists of, or other information relating to and identified with customers, trade secrets, confidential and proprietary methods, techniques, processes, applications approaches, and other information of each party in various forms, which information is used or is useful in the conduct of that party's business including the origination, purchase, and sale of mortgage products and the subject matter of this Agreement. Each party may use Confidential Information of the other party only in connection with its performance under this Agreement. Except as described in this Agreement, the parties shall not copy Confidential Information or disclose Confidential Information to persons who do not need Confidential Information in order to perform under this Agreement.

Broker and Lender each agree to comply with all applicable federal, state and local statutes and regulations respecting the privacy of consumer information including the privacy provisions of the Gramm-Leach-Bliley Act (15 U.S.C. Section 6801, et seq.) and any similar state laws. Each party acknowledges and agrees that it is required to comply with the information security standards required by the Gramm-Leach-Bliley Act (15 U.S.C. 6801, 6805(b)(1)) and the regulations issued thereunder (12 C.F.R. Part 40) and with other statutory, legal and regulatory requirements as well as its internal information security program for information protection. Before Broker provides Lender with non- public personal information concerning Broker’s consumers and customers, Broker shall obtain authorization from such consumers and customers to forward such information and further permit Lender to share such information with unspecified third parties solely in furtherance of the request by such consumers and customers for financial services. Broker acknowledges that pursuant to this Agreement, it may receive non-public personal information concerning Lender’s consumers and customers. With respect to such information, Broker agrees that it shall not: (a) use the non-public personal information provided by Broker for any purpose other than in connection with the enforcement of its rights or the performance of its duties under this Agreement; and (b) share any non- public personal information provided by Lender other than in connection with (i) the enforcement of its rights or the performance of its duties under this Agreement (ii) pursuant to the exceptions set forth in 15 U.S.C. Section 6802(e) and accompanying regulations, (iii) as required by law, or (iv) in connection with requests or demands by regulatory or oversight agency examiners.

Confidential Information of the other party shall be returned to such party or destroyed in accordance with such party's commercially reasonable records retention program upon termination of this Agreement. Confidential Information does not include information that is generally known or available to the public or that is not treated as confidential by the party claiming such information to be confidential, provided, however, that this exception shall not apply to any publicly available information to the extent that the disclosure or sharing of the information by one or both parties is subject to any limitation, restriction, consent, or notification requirement under any applicable federal or state information privacy law or regulation then in effect. In the event it is necessary for Broker or Lender to disclose Confidential Information of the other party to a third party in order to perform its duties hereunder and the other party has provided it with written authorization to do so, such party shall disclose only such Confidential Information as is necessary for such third party to perform its obligations. A breach of each party's

confidentiality obligations may cause the other party to suffer irreparable harm in an amount not easily ascertained. The parties agree that such breach, whether threatened or actual, will give the other party the right to obtain equitable relief (i.e., obtain an injunction to restrain such disclosure or use without the requirement of posting a bond), and pursue all other remedies it may have at law or in equity.

9.7. ADVERTISING AND TRADEMARK. Broker shall not engage in any form of advertising whatsoever utilizing either the name of Lender or any subsidiary or affiliate of Lender or any of the product names, trade names, symbols or trademarks of any of Lender's loan products, unless specifically licensed in writing to do so. Moreover, all marketing and advertising material used by Broker shall materially comply with Lender's marketing guidelines.

9.8. ENTIRE AGREEMENT. This Agreement contains the entire Agreement between the parties and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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

9.10. MODIFICATION OF OBLIGATIONS. Lender may, without any notice to Broker, extend, compromise, renew, release, modify, adjust or alter, by operation of law or otherwise, any of the obligations of an Applicant or other persons obligated under a reverse mortgage loan without releasing or otherwise affecting the obligations of Broker with respect to such reverse mortgage loan or otherwise under this Agreement.

9.11. SURVIVAL OF PROVISIONS. If any of the terms or provisions of this Agreement are for any reason whatsoever held invalid, then such terms or provisions will be deemed severable and shall in no way affect the validity or enforceability of such remaining provisions and terms, all of which shall remain in full force and effect. All of the covenants, agreements, representations and warranties made herein by the parties hereto shall survive and continue in effect after the termination of the Agreement or the consummation of the transactions contemplated hereby.

9.12. GOVERNING LAW; JURISDICTION. This Agreement shall be governed by, and construed and enforced in accordance with, applicable federal law and the laws of the State of Michigan. 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 Michigan. 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.

9.13. 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.

9.14. HEADINGS. The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

9.15. GOOD FAITH DEALING. The parties hereto agree to deal in good faith with each other at all times.

9.16. 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.

9.17. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

9.18. BROKER CONSENT. Approval of a broker application by Lender and execution of this Agreement by both parties are required prior to participation in Lender's Loan Programs. Broker and its owners, officers and employees are subject to a background check as part of Lender's application review process and on-going monitoring of brokers participating in Lender's program. These checks may be performed by Lender, its subsidiaries and affiliates, or in whole or in part by a third party service provider ("Service Provider") on Lender's behalf. Broker acknowledges that, as part of Lender's application review process, Lender will receive for its review and verification a broker application provided by Broker to Lender or Service Provider, and that either or both of Lender and Service Provider may perform due diligence reviews of the broker application. Broker hereby consents to this review process and to Lender's use of the Broker application and related materials (the "Broker Package") as described herein and authorizes Lender, its subsidiaries and affiliates, or Service Provider to verify any information contained in the Broker Package with the sources referenced therein. Broker further authorizes Lender to consult such other sources, and perform such additional due diligence as Lender deems necessary, in its sole discretion, to evaluate Broker's application and continuing qualification for participation in Lender's Loan Programs. Broker hereby gives its express consent to receive facsimile transmissions (hereafter referred to as "faxes") from Lender and its employees, parents, subsidiaries, affiliates, agents and/or assigns, including but not limited to those faxes that may constitute advertisements of the various Loan Programs, products and/or services offered from time to time by Lender. This consent to receive faxes shall apply to the telephone facsimile numbers listed on the Broker Application. This consent shall remain in effect until it is revoked in a writing delivered to Lender at the address contained in this Agreement. Broker also agrees that should it access any of Lender's Loan Programs electronically that it will be subject to any separate Terms and Conditions contained on Lender's internet site.

9.19. RIGHT OF OFFSET. Lender shall have the right to, at any time and without prior notice, deduct any penalties, fees, expenses, or other charges or obligations of any kind owed by Broker to Lender from any amounts to be paid to Broker for reverse mortgage loans submitted by Broker under this Agreement.

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

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

NAME OF BROKER COMPANY: _____

By: _____
Signature

Name: _____
Print Name

Title: _____

Date: _____

ONE REVERSE MORTGAGE, LLC

By: _____
Signature

Name: _____
Print Name

Title: _____

Date: _____

Exhibit A
Broker Compensation

1. BROKER COMPENSATION.

Any fee payable to Broker for its provision of goods, services or facilities for certain reverse mortgage loans shall be paid in accordance with the terms of this Agreement and applicable law, and only in connection with a particular reverse mortgage loan if each of the following conditions is met:

- (a) Broker has actually provided necessary goods, services and/or facilities in connection with the reverse mortgage loan;
- (b) Broker is in compliance with all applicable federal, state and local laws and regulations and all of the terms of this Agreement and has submitted fully compliant and executed copies of all required disclosures with the Application;
- (c) Broker has submitted an executed mortgage loan origination agreement between Broker and Applicant that satisfies the requirements of applicable law;
- (d) with respect to each Application, Broker and Applicant have completed and executed a Good Faith Estimate ("GFE"), which complies with the Real Estate Settlement Procedures Act ("RESPA"), and contains all applicable fees and charges and itemizes the dollar amount of compensation that will be paid to the Broker. Broker's compensation, any fees and charges paid to Broker, and/or fees and charges paid to third parties for services ordered by Broker, may not be greater than the amount set forth in the Broker-completed GFE;
- (e) Broker has performed, at a minimum, the services required under Section 2.3 of this Agreement; and
- (f) any lender-paid compensation is permitted under applicable law and does not violate any duty or obligation owed to the Applicant and shall not be greater than that allowed under applicable state, federal and local law (including, but not limited to, FHA guidelines, as applicable). Total compensation earned by Broker from all sources will constitute a reasonable payment for the goods, facilities and services actually provided by the Broker and Broker will not retain duplicative payments for any of those goods, fees or services.

1.1 LOAN COMPENSATION.

- a) Broker shall be paid a fee, at the time of closing, for any reverse mortgage loan Broker has submitted to Lender and for which Broker has provided actual services as a mortgage loan originator pursuant to Section 2.3 of this Agreement. Notwithstanding the foregoing, in no event shall total compensation to Broker exceed \$20,000.

Wholesale Application

Portal Access Request Form

Partner Name: _____ Partner NMLS ID: _____

ORMS Account Executive: _____

Provide contact information for all employees needing access to ORMS Web Portal and internal systems.

Originating Division/Branch Information

Complete the information requested for each branch office that will be **originating** mortgages. Make copies or attach a list if needed for additional branches.

Main Office:		NMLS ID:
Address:		
City:	State:	Zip:
Phone:	Fax:	
State/Federal Charter:	Type of Company	
Division/Branch Name:		NMLS ID:
Address:		
City:	State:	Zip:
Phone:	Fax:	
Division/Branch Name:		NMLS ID:
Address:		
City:	State:	Zip:
Phone:	Fax:	
Division/Branch Name:		NMLS ID:
Address:		
City:	State:	Zip:
Phone:	Fax:	
Division/Branch Name:		NMLS ID:
Address:		
City:	State:	Zip:
Phone:	Fax:	

Employee Information

For each employee, choose one, or more, of the following positions: **Regional Manager, Branch Manager, Loan Officer or Processor**. Make copies for additional employees if needed.

Name:		Position(s):
NMLS ID:	Email:	
Branch(es):		Phone:

Name:		Position(s):
NMLS ID:	Email:	
Branch(es):		Phone:

Name:		Position(s):
NMLS ID:	Email:	
Branch(es):		Phone:

Name:		Position(s):
NMLS ID:	Email:	
Branch(es):		Phone:

Name:		Position(s):
NMLS ID:	Email:	
Branch(es):		Phone:

Name:		Position(s):
NMLS ID:	Email:	
Branch(es):		Phone:

Wholesale Application

Affiliated Entities Form

Certification of Affiliated Entities

Date:

Entity NMLS ID#:

Name of Broker/Correspondent Lender:

Address:

Pursuant to Section 4.4 of the broker agreement that you signed, it was agreed that use of affiliated service providers would not be used in any mortgage loan transaction unless you first notified One Reverse Mortgage Services.

Under new mortgage rules effective January 2014 that changed and made more restrictive the definition of points and fees as it applies to the Ability to Repay/Qualified Mortgage Rule as well as the Homeownership Equity Protection Act ("HOEPA"), we need to know whether an affiliated service provider is being used in a transaction to accurately calculate the points and fees. As a result, we need your cooperation in supplying us with this required information by disclosing to us the name of any affiliated service provider that you transact business with and certify to this fact.

Please disclose the following:

I/We **do not** maintain an affiliated business relationship or transact business with an affiliated service provider

I/We **do** maintain an affiliated business relationship or transact business with to following service providers:

Affiliated Entity Name:

Address:

City:

State:

Zip:

Nature of Service Provided (Check all that apply):

☐ Title Services

☐ Settlement Services

☐ Appraisal Services

☐ Real Estate Services

☐ Insurance

☐ Wealth Management

☐ Other (Describe):

Affiliated Entity Name:

Address:

City:

State:

Zip:

Nature of Service Provided (Check all that apply):

☐ Title Services

☐ Settlement Services

☐ Appraisal Services

☐ Real Estate Services

☐ Insurance

☐ Wealth Management

☐ Other (Describe):

Wholesale Application

Affiliated Entities Form

Certification of Affiliated Entities *(continued)*

Affiliated Entity Name:

Address:	City:	State:	Zip:
Nature of Service Provided (Check all that apply):			
<input type="checkbox"/> Title Services	<input type="checkbox"/> Settlement Services	<input type="checkbox"/> Appraisal Services	<input type="checkbox"/> Real Estate Services
<input type="checkbox"/> Insurance	<input type="checkbox"/> Wealth Management	<input type="checkbox"/> Other (Describe): _____	

Affiliated Entity Name:

Address:	City:	State:	Zip:
Nature of Service Provided (Check all that apply):			
<input type="checkbox"/> Title Services	<input type="checkbox"/> Settlement Services	<input type="checkbox"/> Appraisal Services	<input type="checkbox"/> Real Estate Services
<input type="checkbox"/> Insurance	<input type="checkbox"/> Wealth Management	<input type="checkbox"/> Other (Describe): _____	

I/We hereby certify that the above information is accurate and that One Reverse Mortgage Services may rely upon the information that I have provided. Failure to disclose or use of affiliated business entities without the disclosure of such relationship(s) and the express written authorization by Lender is considered a breach of contract in accordance with section 4.4 of the Broker Agreement, and the Correspondent Seller Guide.

Principal Signature of Partner Date

Principal Signature of Partner Date

Principal Signature of Partner Date

Principal Signature of Partner Date

Questionnaire:

Please answer each question below by selecting "Yes" or "No" in the box to the right of each question.
If you answer "Yes" to questions 1-9 provide an explanation in the space provided.

Company Name: _____ NMLS ID: _____

1. Has your company, and/or principals or corporate officers, ever been named as defendant in a lawsuit, been involved in any criminal proceedings or litigation in the past 7 years?	
2. Has your company, and/or principals or corporate officers, ever filed for protection from creditors under any provision of the bankruptcy laws within the past 7 years?	
3. Has your company, and/or principals or corporate officers, ever had a real estate or other professional license suspended, revoked or received any other disciplinary action from a regulatory agency in the past 7 years?	
4. Has any investor requested the repurchase of mortgages or requested an indemnity in the last 7 years?	
5. Has your company had a Mortgage Insurance Master Policy cancelled or suspended in the last 7 years?	
6. Has your company ever had unfavorable findings with regard to mortgage operations, included in any audit examination or report by FHA, VA, FNMA, FHLMC or any regulatory, supervisory or investigating agency?	
7. Has any owner, partner, officer, director of your company ever been affiliated with any company/business that was suspended by FHA, VA, FNMA, or FHLMC in the last 7 years?	
8. Has there been a material change in company ownership, board of directors or senior management in the past 5 years?	
9. Have you acquired or terminated ownership with any other businesses in the past 5 years?	
10. Does your employee hiring procedure include a check for all employees, including management, who are involved in the origination of mortgage loans against the U.S. General Services Administration (GSA) excluded Parties List, the HUD Limited Denial of Participation List (LDP List), and the Federal Housing Finance Agency (FHFA) Suspended Counterparty Program (SCP) List?	
11. Does your company follow the recommended quality control guidelines for responsible lending of either Fannie Mae or Freddie Mac?	
12. Does your company have an Anti-Money Laundering program in place?	

Signature: _____ Date: _____

Social Security Number Disclosure

Owners Name:		Ownership %:		SSN:	
Address:					
City:		State:	Zip:		NMLS ID:
Owners Name:		Ownership %:		SSN:	
Address:					
City:		State:	Zip:		NMLS ID:
Owners Name:		Ownership %:		SSN:	
Address:					
City:		State:	Zip:		NMLS ID:
Owners Name:		Ownership %:		SSN:	
Address:					
City:		State:	Zip:		NMLS ID:
Owners Name:		Ownership %:		SSN:	
Address:					
City:		State:	Zip:		NMLS ID:
Owners Name:		Ownership %:		SSN:	
Address:					
City:		State:	Zip:		NMLS ID:
Owners Name:		Ownership %:		SSN:	
Address:					
City:		State:	Zip:		NMLS ID:
Owners Name:		Ownership %:		SSN:	
Address:					
City:		State:	Zip:		NMLS ID:

ORMS Broker Consent to Share Information

If you have previously submitted information to Quicken Loans related to your company ("Broker Information") for use in its broker onboarding process, you may choose to have Quicken Loans share such Broker Information directly with One Reverse Mortgage during its broker approval process rather than having to re-submit the information to One Reverse Mortgage. In addition, you may elect to have Quicken Loans share Broker Information to One Reverse Mortgage on an annual basis for the broker recertification process.

Such Broker Information and may include any information you have submitted to Quicken Loans, including, but not limited to: company formation documents, resumes, financial information, etc. If applicable, Quicken Loans may share information regarding the nature of your broker relationship with Quicken Loans.

- ☐ By checking the box and signing below, I hereby consent to authorize Quicken Loans to share and disclose Broker Information with One Reverse Mortgage for purposes of obtaining approval as a broker within the One Reverse Mortgage Services wholesale channel on an initial and ongoing, annual basis. In addition, I hereby consent to authorize One Reverse Mortgage to share and disclose Broker Information with Quicken Loans, which may include information related to the nature of your broker relationship with One Reverse Mortgage.
- ☐ By checking the box and signing below, I do not consent to authorize Quicken Loans to share and disclose Broker Information with One Reverse Mortgage. I will submit all required information directly with One Reverse Mortgage.

Broker: COMPANY NAME

Signature

Name

Date

LOAN ORIGINATION SERVICE
SUBORDINATED USE AGREEMENT

This Loan Origination Service Subordinated Use Agreement (this “**Subordinated Use Agreement**”) is entered on _____, 20__, by and between _____, a _____ corporation (“**Financial Institution**”) and _____, a _____ (“**Customer**”), and sets forth the terms under which Financial Institution offers access to and use of ReverseVision’s Loan Origination Service (the “**ASP Service**”) to Customer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties hereto agree as follows:

1. Definitions. As used in this Subordinated User Agreement the following terms shall have the definitions set forth in this Section:

(a) “**ASP Service**” means: (i) the Loan Origination Software, including specifically but without limitation the Program Client, as modified or updated from time to time; and (ii) ReverseVision suite of online services related to and which function with the Loan Origination Software, as modified or updated from time to time, and which are accessed either via ReverseVision’s designated point of presence on the Internet (provided the ASP Service excludes Financial Institution’s local area networks (LANs) and Financial Institution’s Internet connectivity) or through use of the Program Client; and (iii) the computers, networking equipment, proprietary or other software that resides on ReverseVision’s Internet servers, including without limitation all network software and services of ReverseVision appropriate to accomplish the functions as described herein.

(b) “**Intellectual Property Rights**” means any and all patents, patent rights, trademarks, service marks, trade names, trade dresses, copyrights, works of authorship and trade secrets, and all registrations and applications of all of the foregoing, and any and all other intellectual property rights.

(c) “**Loan Origination Software**” means the tools developed by ReverseVision to analyze, organize, compile and format certain financial data, to undertake certain calculations with respect to such data, and to manage collaboration and work flow. The term also includes the Program Client, the reports that may be generated using the Loan Origination Software (including the Program Client), and all bug fixes, patches, improvements, enhancements, updates and other modifications of the Loan Origination Software (including the Program Client).

(d) “**Program Client**” means the portion of the Loan Origination Software which consists of software code that is resident on a User’s computer.

(e) “**User**” shall mean W-2 employees of Customer who is assigned a User ID by the Financial Institution at the request of Customer or by Customer under rights granted to it by Financial Institution.

Loan Origination Service Subordinated Use Agreement

(f) “**Closer**” shall mean any W-2 employee of Financial Institution who is assigned as a “closer” within the user permissions in the ASP Service. The closer draws closing documents and closes the loan.

2. Rights to Use.

(a) Provided that Customer has accepted the terms of this Subordinated Use Agreement (as it may be amended from time to time) and accepted all other documents required by Financial Institution to undertake loan origination with Financial Institution, Financial Institution grants to Customer and Customer accepts, a nonexclusive, nontransferable right for its Users within the fifty (50) United States of America and Puerto Rico and US Virgin Islands, to access and use the ASP Service to: (i) enter data into the Loan Origination Software; (ii) request that the Loan Origination Software generate reports; (iii) download and store the generated reports, provided that storage of any report shall not be for longer than one year; and (iv) provide the reports so-generated to third parties as permitted in accordance with Section 3(d). Subject to the terms of this Subordinated Use Agreement, the ASP Service may be accessed from any computer and used only in strict compliance with the terms set forth below.

Financial Institution further grants to Customer and Customer accepts, a nonexclusive, nontransferable right to access and use the ASP Service within the fifty (50) United States of America and Puerto Rico and US Virgin Islands to: (v) create User IDs for Users and the linked passwords for such IDs and access rights provided that no user is allowed to be a Closer; (vi) deauthorize, deactivate or change any User previously authorized to access the ASP Service; and (vii) input, modify and delete other necessary information to allow Users to use the ASP Service as set forth herein. Customer is solely responsible for setting, ensuring the accuracy of, monitoring, maintaining and changing as needed all such User IDs and passwords.

(b) From time to time additional, modified, different or replacement code, software or documentation may be provided as part of the Loan Origination Software. Customer agrees for itself and its Users that it and they are bound by the terms of this Subordinated Use Agreement as to any and all such additional, modified or different software, including without limitation as applied to the Program Client, the look and feel of the Loan Origination Software and all Intellectual Property rights appurtenant thereto.

(c) Access to and use of the ASP Service by Customer’s Users will require use of a user ID and password, which shall be provided to it by Financial Institution. Financial Institution may also grant administrative right to one or multiple of Customer’s Users who then can provide user ID and password to other Customer’s Users in accordance with the terms herein. Customer is responsible for safeguarding the User IDs and passwords, and shall keep them secure from unauthorized use. Upon termination of the employment of any User who has been provided with a User ID and password or any other termination by Customer of the User’s right to use the ASP Service, Customer shall ensure deletion of the Program Client from such User’s computer(s), promptly notify Financial Institution to delete the user ID and password for such User, and otherwise prevent that person from having access to the ASP Service. Customer shall notify Financial Institution promptly of any possible or actual unauthorized use of the ASP Service.

Loan Origination Service Subordinated Use Agreement

Customer shall be responsible for safeguarding the User IDs and passwords provided to it by Financial Institution from any misuse or abuse.

(d) Each User is permitted to download and install the Program Client on no more than three (3) computers owned and controlled by the Customer or the User, provided that such installation shall be solely for the purpose of displaying and using the Program Client in connection with use of the ASP Service under the terms of this Subordinated Use Agreement. Financial Institution and the owner of the ASP Service shall have the right to monitor the Program Client installed on any computer and to require its deletion at any time. The Program Client may be moved from one computer to another provided that it is deleted from the first computer before installation on the latter if the subsequent installation would result in more than three (3) permitted installations. Notwithstanding the foregoing, no User may use the Program Client on more than one computer at a time.

(e) Customer and each of its Users shall use the Loan Origination Software, including without limitation the Program Client, in the form it is provided by Financial Institution and shall not modify, alter, enhance it in any way.

(f) Customer and Customer's Users shall maintain all copies of the Program Client with the same level of security and confidentiality as Customer uses to maintain its own proprietary software, and shall include any proprietary notices or labels present on or in the original on or in any downloaded copies. Notwithstanding the foregoing, Customer shall maintain all copies of the Program Client at the level of security that is not less than that which it is required to maintain any other software provided to it by Financial Institution.

3. Restricted Activities.

(a) Customer shall not permit any person to access or use the ASP Service unless such access and use is in accordance with the terms of this Subordinated Use Agreement.

(b) Neither Customer nor any User shall interfere with or attempt to interfere with the proper workings of the ASP Service or any activities conducted on or using the ASP Service. Customer shall use all commercially reasonable efforts to prevent and shall not knowingly or intentionally allow transmission into the ASP Service of any harmful code which shall include but not be limited to any virus, worm, Trojan horse, spoof, time bomb, trap door or other code that may halt, modify or otherwise interfere with the operation or use of the ASP Service, or which may be further transmitted to other users of the ASP Service.

(c) Customer and its Users may use the ASP Service only with respect to reverse mortgages for which Financial Institution shall be the ultimate source of the loan funds (directly or indirectly) for the borrower if a reverse mortgage is taken. Customer may not use the ASP Service to draw closing docs or close the loan. Drawing closing documents and closing the loan will have to be performed by Financial Institution for all reverse mortgages that close and have previously been entered into the ASP Service. Neither Customer nor its Users may use the ASP Service for any other purpose, including without limitation to provide commercial service bureau functions or other data management services to third parties. Without limiting the foregoing, in

Loan Origination Service Subordinated Use Agreement

the event any User works with reverse mortgages with any other entity in addition to Financial Institution, such User shall not use the ASP Service with respect to such other entity and Customer shall advise all Users of this restriction.

(d) Neither Customer nor any User shall sell, lend, license, redistribute, retransmit, disseminate or otherwise transfer any data or report obtained from the ASP Service to any third party, whether in the original or any modified or packaged form or media, including without limitation any reports or the data thereon generated using the ASP Service, or use data or reports for other than its own internal purposes or otherwise in a manner inconsistent with this Subordinated Use Agreement. For the avoidance of confusion, dissemination of reports to the following persons shall be deemed as being for the internal purposes of Customer: (i) persons who are contemplating taking a loan (directly or indirectly) from Financial Institution; and (ii) entities with which Financial Institution needs to deal in order to close the reverse mortgage transaction or to sell the reverse mortgage after closing. Under no circumstances may the reports be provided to another financial institution to use in closing a loan.

(e) Neither Customer nor any User shall: (i) modify or alter the Loan Origination Software in any way or create any derivative work thereof; (ii) remove, alter, or obscure any proprietary notices (including restricted rights, trademark and copyright notices) in the Loan Origination Software; (iii) publish, display or publicly perform the Loan Origination Software; (iv) use the Loan Origination Software, including the ASP versions thereof, for any purpose other than as expressly authorized under this Subordinated Use Agreement; (v) copy or otherwise reproduce the Loan Origination Software, or any portion thereof, including without limitation the Program Client; (vi) copy, modify or translate any of the screens; (vii) sublicense, license, rent, sell, loan, assign, transfer give or otherwise distribute or dispose of all or any part of the Loan Origination Software or encumber it in any way; or (viii) reverse engineer, reverse compile, decompile, disassemble or otherwise attempt to derive the source code for the Loan Origination Software or for any other reason or purpose.

(f) Customer is solely responsible for the knowledge of and adherence to any and all laws, statutes and regulations pertaining to access to and use of the ASP Service by itself and any of its Users, the communication means by which Users connect via computers and other equipment to access the ASP Service, and the transactions executed using the ASP Service. Without limiting the foregoing, Customer shall not permit use of the ASP Service for any purpose or to assist in the undertaking of any mortgage transaction which is prohibited under the applicable laws of any government or the orders of any court.

(g) Customer shall not permit any person to Access or use the ASP Service unless such use is in accordance with the terms of this Subordinated Use Agreement. Financial Institution represents and warrants that all Users shall be required to make themselves knowledgeable about the ASP Service, such that they are aware of the difficulties, limitations and risks related to such use, and familiar with the laws, rules, regulations and market practices applicable to such use as well as with the restrictions of this Subordinated Use Agreement.

Loan Origination Service Subordinated Use Agreement

(h) Customer shall promptly report to Financial Institution any failures of the ASP Service to properly implement the underlying formulae or other problems incurred with the ASP Service which Customer believes creates an error in function or output.

(i) Neither Customer nor any of its Users may export any part of the Loan Origination Software, including without limitation the Program client, from the United States. Further, no Customer shall ensure that no User shall access or otherwise use the ASP Service outside the fifty (50) United States or Puerto Rico or US Virgin Islands for any reason or cause.

(j) Any rights not specifically and explicitly granted to Customer are reserved to the owner of the Loan Origination Software and the ASP Service.

4. Responsibility for Use of Data and Reverse Mortgages.

(a) The data, calculations, text services and reports generated through the ASP Service are believed to be reliable, but Customer is ultimately and solely responsible for its and its Users use of the information or reports provided by the ASP Service. Because software is inherently complex, because certain data or information is obtained from third parties and because it is possible for there to be an error or bug in the Loan Origination Software, Customer and its Users must check and validate the output to ensure that it is accurate, up-to-date and in the format required by law or regulation. Customer and its Users agree that they bear the risk of failure or inaccuracy in the performance of the ASP Service. Customer acknowledges that its Users' use of the ASP Service to evaluate, to originate and to process, or to otherwise undertake reverse mortgage-related opportunities will be based on data and economic assumptions supplied by Customer, which assumptions may prove to be inaccurate.

(b) All mortgages granted or brokered by or through Customer are undertaken by, through or at the direction of Customer, and are solely between Financial Institution, Customer and its borrower. The owner of the Loan Origination Software and the ASP Service does not solicit potential mortgagees, give investment advice, advocate the purchase or sale of any mortgage or similar financial product, or control the offers provided by Financial Institution or Customers to any potential borrower, nor does it act as an agent for Financial Institution, Customer, potential borrowers or any other user of the ASP Service. Thus Customer acknowledges on behalf of itself and its Users that the owner of the Loan Origination Software and the ASP Service is not: (i) a party to any mortgage transaction undertaken by Customer that is in any way related to information or reports obtained using the ASP Service or (ii) engaged in the business of dealing in or funding mortgages; by providing the ASP Service through Financial Institution it does not become a party to any mortgage transaction undertaken between Financial Institution, Customer and/or any third party. The owner of the Loan Origination Software and the ASP Service has no control over or responsibility for the completion of any mortgage, and cannot and does not ensure completion of any mortgage transaction. Neither the relationship of the owner of the Loan Origination Software and the ASP Service to Financial Institution pursuant to the terms of its Service Agreement with Financial Institution nor the provision of the ASP Service to Customer at the request of Financial Institution shall give rise to any fiduciary or equitable duty or obligation on the part of the owner of the Loan Origination Software and the ASP Service, including but without limitation any trust relationship.

5. Ownership and Proprietary Rights.

(a) Customer and its Users acknowledge that the ASP Service is a proprietary product in which none of them hold any interest apart from the limited use rights granted to or through Customer by this Subordinated Use Agreement. Without limiting the foregoing, the copyright in all materials provided to Customer and its Users in connection with its use of the ASP Service, including without limitation the Loan Origination Software and its Program Client, the structure of the ASP Service as a whole and its internal database structure, logic, screens, interfaces and interface designs, applications and all other components thereof, all documentation, as well as the look and feel of its presentation (i.e., coordination, arrangement and presentation of the content) and the format of all reports, are and shall remain the sole and exclusive property of the owner of the Loan Origination Software and the ASP Service. Customer further acknowledges that the Loan Origination Software, including the code, logic and structure, and whether in object code, source code, or display format, and regardless of media on which they may be embedded, contain valuable trade secret rights that belong to the owner of the Loan Origination Software and the ASP Service. Customer and its Users acknowledge that the owner of the Loan Origination Software and the ASP retains all right, title and interest in and to all Intellectual Property Rights. Customer and its Users shall take all reasonable measures necessary to protect and preserve all of the Intellectual Property Rights of the owner of the Loan Origination Software and the ASP Service, and to prevent any unauthorized person from having access to or use of the ASP Service. By entering into this Subordinated Use Agreement, Customer does not become the owner of the Loan Origination Software or Intellectual Property Rights appurtenant thereto.

(b) Without limiting the foregoing, Customer acknowledges that the Loan Origination Software, including without limitation the Program Client, and any copies thereof, regardless of the form or media, is the sole and exclusive property of the owner of the Loan Origination Software and the ASP Service.

(c) To the extent that Financial Institution or Customer believes that any person who has been issued a User ID by Financial Institution at the request of Customer or by Customer (regardless of whether such person currently has a valid user ID then in effect) or who is employed by or under the control of Customer is infringing on the Intellectual Property Rights of the owner of the Loan Origination Software and the ASP Service, Customer shall assist the owner of the Loan Origination Software and the ASP Service in all ways reasonably requested by it to halt the infringement and if deemed appropriate by the owner of the Loan Origination Software and the ASP Service to attempt to recover damages from the infringer.

(d) Neither Customer nor any of its Users shall make any copy of the Loan Origination Software, including the Program Client, except for such copies as are made with respect to backup of Customer's entire system. Neither Customer nor any User shall thereafter access any such backup copies except during the term of the Subordinated Use Agreement, and then only as is required to restore the Program Client on the server or restore lost content. Under no circumstances shall Customer or any User access such backup after expiration of termination of this Subordinated Use Agreement.

Loan Origination Service Subordinated Use Agreement

(e) Neither Customer nor any of its Users shall remove any notices or disclaimers of copyright, trademark, patent or other rights from the ASP Service or any reports created by it.

(f) Customer agrees the owner of the ASP Service shall have the right to collect, use and analyze raw data submitted by Customer or its Users into the ASP Service for the purposes of technical support, maintenance, product improvement or such other uses as the owner of the ASP Service deems reasonable, provided that in no event shall it publish or otherwise allow access to the data by third parties unless the data is provided in a manner where Customer or any of its Users cannot be individually identified.

6. Regulatory Compliance. Customer hereby covenants and agrees for the benefit of Financial Institution and the owner of the ASP Service that Customer and its Users shall comply with the Graham-Leach-Bliley Act, as well as all other applicable statutes and regulations, with respect to all customer and consumer information and other data provided to or received through the ASP Service. Neither Customer nor any of its Users shall take any action in connection with its or its Users' use of the ASP Service which could be reasonably expected to subject the owner of the ASP Service to any regulatory, reporting, record-keeping, notice or filing requirements under the laws of the United States, any of the states of the United States.

7. Continuity of Service. There is no guarantee that the ASP Service will be available at any given time or for any fixed percentage of time.

8. No Warranty; Disclaimer. THE ASP SERVICE, INCLUDING WITHOUT LIMITATION THE LOAN ORIGINATION SOFTWARE, IS PROVIDED TO CUSTOMER AND ITS USERS FOR USE "AS IS" AND WITHOUT ANY WARRANTY, GUARANTY, CONDITION, COVENANT OR REPRESENTATION, EXPRESS, IMPLIED OR STATUTORY. ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TIMELINESS, CURRENCY, ACCURACY OR OTHER ATTRIBUTES, OR FROM A COURSE OF DEALING OR USAGE OF TRADE ARE SPECIFICALLY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, NEITHER FINANCIAL INSTITUTION NOR THE OWNER OF THE LOAN ORIGINATION SOFTWARE AND THE ASP SERVICE MAKE ANY WARRANTY, GUARANTEE OR REPRESENTATION REGARDING THE USE OR RESULTS OF USE OF THE ASP SERVICE OR ANY OF ITS FEATURES, IN TERMS OF CAPABILITY, ACCURACY, SECURITY OR OTHERWISE AND SPECIFICALLY DOES NOT REPRESENT THAT THE ASP SERVICE WILL MEET CUSTOMER'S OR ITS USERS' REQUIREMENTS OR BUSINESS OBJECTIVES OR THAT THE OPERATION OF THE ASP SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR THE SELECTION OF THE ASP SERVICE TO ACHIEVE ITS INTENDED RESULTS, AND FOR USE OF RESULTS OBTAINED FROM THE ASP SERVICE.

9. Limit of Liability.

(a) Customer and its Users are solely responsible for their own assessment of the fitness, creditworthiness and conduct of any potential mortgage customer, and all credit and market risks

Loan Origination Service Subordinated Use Agreement

of any mortgage or similar transaction are borne entirely by Customer. Neither Financial Institution nor the owner of the ASP Service shall have any liability, obligation or responsibility for any failure, delay in performance, default or breach by any customer of Customer or its Users or for any actions taken or not taken by other third parties such as insurers or regulators with respect to Customer or its Users.

(b) Neither Financial Institution nor the owner of the Loan Origination Software and the ASP Service shall have liability of any type, nature or amount related to Customer's or its Users' access to or use of the ASP Service, including without limitation the Loan Origination Software.

(c) Security for access to data stored in the Program Client, on the computer on which the Program Client is hosted and access to data stored at the hosting site is managed by Microsoft Windows security (or its successors). Customer and its Users are solely responsible for correctly implementing the security process. Neither Financial Institution nor the owner of the ASP Service shall have any responsibility for the implementation of security and neither shall have any liability to Customer or its Users with respect to any problems in the security of this data.

(d) Without limiting the foregoing, neither Financial Institution or the owner of the Loan Origination Software and ASP Service shall have any liability related to: (i) any problem, error or malfunction resulting from data entry or other errors on the part of Customer or any User; (ii) any failure of Customer or any User to use the ASP Service in accordance with its documentation; (iii) any failure of Customer or any User to check and validate the output to ensure that it is correct, up-to-date and in the format required by law or regulation; (iv) any alternation, modification or enhancement of the ASP Service by any person other than the owner of the ASP Service (or as directed by the owner); (v) the performance or failure of any third party software, telecommunications service, Internet connection, Internet service provider or any other third-party provider related to Customer's or its Users' Access to or use of the ASP Service; (vii) any hardware or peripherals; (viii) any technical problems incurred with respect to use of the ASP Service; or (ix) errors in information provided by third parties either directly linked to or included in information provided by or used in the ASP Service, including without limitation any errors resulting from the transmission of such third party data to or from the ASP Service and any error in interpretation, reading or copying of such data by the ASP Service.

(e) ALSO WITHOUT LIMITING THE FOREGOING, NEITHER FINANCIAL INSTITUTION NOR THE OWNER OF THE LOAN ORIGINATION SOFTWARE AND ASP SERVICE SHALL BE LIABLE TO CUSTOMER FOR LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF DATA, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE OF SOFTWARE, LOSS OR CORRUPTION OF DATA, COST OF RECREATING DATA OR OF SUBSTITUTE SOFTWARE, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE ASP SERVICES OR THIS SUBORDIANTED USE AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) EVEN IF EITHER OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Loan Origination Service Subordinated Use Agreement

(f) Customer understands that in the event an infringement claim is made with respect to the ASP Service that it may be terminated and should this occur neither Customer nor any of its Users shall have no claim of any type or nature against Financial Institution or the owner of the Loan Origination Software or the ASP Service.

(g) In no event shall the owner of the Loan Origination Software or the ASP Service or any of its officers, directors, employees, contractors, agents or representatives have any liability to Customer or its Users, including without limitation for any direct, consequential, incidental, special or punitive damages arising from breach of contract, breach of warranty, negligence or any other legal theory, whether in tort or contract, equity or law.

(h) Without limiting any of the foregoing, Customer hereby extends to the owner of the Loan Origination Software or the ASP Service any and all limitations of warranty and/or liability it extends to Financial Institution under Customer's agreements with Financial Institution to the extent that such agreements relate in any way to Customer's use of the ASP Service.

(i) In the event Customer or any of its Users has a dispute with Financial Institution or among or between themselves, Customer and each of its Users releases the owner of the Loan Origination Software or the ASP Service from and against all claims, demands and damages (actual and consequential) of every nature and kind, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute. This release is intended to waive any rights under statutes which provide that a general release does not extend to claims which the creditor does not know or suspect exist in its favor at the time of executing the release, which if known by the creditor may have materially affected settlement with the debtor.

10. Indemnity.

(a) Customer agrees to indemnify and hold Financial Institution and the owner of the Loan Origination Software or the ASP Service harmless from any costs, losses, liabilities, obligations, claims, suits or damages, including reasonable attorneys fees and expenses incurred in investigating, defending or appealing, directly or indirectly arising out of or related to: (i) any breach by Customer or any of its Users of or failure of Customer or any of its Users to carry out its obligations under this Subordinated Use Agreement; (ii) any action brought against Financial Institution or any User based on Customer's or any Users' Access to or use of the Service, (iii) Access and use by any person using a user ID assigned to Customer and its Users, whether by Financial Institution or Customer.

(b) Customer agrees to indemnify and hold the owner of the Loan Origination Software or the ASP Service harmless from any costs, losses, liabilities, obligations, claims, suits or damages, including reasonable attorneys fees and expenses incurred in investigating, defending or appealing, directly or indirectly arising out of or related to any dispute between any combination of Customer, Financial Institution and the Users in which the owner of the Loan Origination Software or the ASP Service is made a party, whether formally or informally, including any costs related in any way to discovery requests or testimony of its personnel.

Loan Origination Service Subordinated Use Agreement

11. Termination of Use. Customer, Financial Institution or the owner of the Loan Origination Software or the ASP Service, may each or any of them terminate Customer's and any or all of its Users Access to and right to use the ASP Service at any time, without any prior notice and with or without any specific cause. Termination by other than Customer may be effectuated by having the User IDs made ineffective or in any other appropriate manner, determined in the sole discretion of the party terminating Access. Upon termination of Customer, Customer shall promptly destroy all User IDs and passwords and remove the downloaded software related to the ASP Service from its computers. All limits of liability, indemnification, ownership, dispute resolution and other terms which would reasonably be expected to survive termination of this Agreement shall continue after its termination.

12. Communications. Customer shall notify Financial Institution of one user ID which is designated by Customer as the person to receive all communications about updates to the ASP Service, as well as any amendments to this Subordinated Use Agreement. The holder of that user ID shall be responsible for disseminating information received to the applicable persons within the Customer's organization.

13. Severability. In the event that any one or more provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision of this Subordinated Use Agreement. In such event the parties shall diligently cooperate to amend this Subordinated Use Agreement to substitute a new provision for any such provision held to be invalid, illegal or unenforceable, which new provision shall as closely as legally permissible reflect the terms and conditions of such invalid provision and the intent of the Parties with respect to the subject matter thereof, provided that if such provision cannot be adequately revised it shall be deemed struck.

14. Binding Agreement. This Subordinated Use Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns to the extent these terms relate to them.

15. Assignment. This Subordinated Use Agreement and any rights and obligations pursuant hereto shall not be assignable by Customer without the prior written consent of the Financial Institution, which consent may be withheld without any reason.

16. Third Party Beneficiaries. The owner of the Loan Origination Software and the ASP Service is a third party beneficiary of this Subordinated Use Agreement, and accordingly may enforce the terms hereof as if it were a party hereto, and to otherwise receive the benefits afforded to it hereunder.

17. Amendments. This Subordinated Use Agreement may be amended by Financial Institution providing Customer with a written amendment, which amendment shall specify the intent to amend and the section(s) to be amended. Any such amendment shall be effective on the date specified, which dates shall not be less than fifteen (15) days after its receipt. Accessing the ASP Service after the effective date of the amendment by any persons using a user ID assigned to Customer shall constitute acceptance of the amendment by Customer, just as if Customer had otherwise made a formal written acceptance.

Loan Origination Service Subordinated Use Agreement

18. Governing Law. This Subordinated User Agreement shall be governed by and construed in accordance with the laws of the State where Financial Institution's headquarters are located.

19. Entire Agreement. This Subordinated Use Agreement, together with any agreements specifically referenced herein, represent the complete agreement concerning access to and use of the ASP Service by Customer.

Financial Institution

Customer

By: _____ By: _____

Name: _____ (printed) Name: _____ (printed)

Title: _____ Title: _____