

## MORTGAGE LOAN BROKER AGREEMENT

THIS Mortgage Loan Broker Agreement ( THE “Agreement” ) made as of \_\_\_\_\_  
(the “Effective Date”), by \_\_\_\_\_ and \_\_\_\_\_ between  
\_\_\_\_\_, a \_\_\_\_\_  
organized and existing under the laws of \_\_\_\_\_ and with a principal place of business  
at \_\_\_\_\_ (“Broker”) and MetLife Bank, N.A., a  
national bank organized and existing under the laws of the United States of America having a  
principal place of business at 501 US Highway 22, Bridgewater, New Jersey 08807  
 (“MetLife”).

**WHEREAS**, Broker, among other activities, engages in the business of (i) soliciting mortgage  
loan application packages (each, an “Application Package” as herein later defined) from the  
general public for submission to mortgage banking entities for funding consideration, (ii)  
originating and negotiating the terms and conditions of mortgage loans (each, a “Loan” as herein  
later defined) on behalf of Loan applicants (the “Borrower” as herein later defined ), and (iii)  
processing and/or closing certain Loans; and

**WHEREAS**, MetLife, among other activities, accepts Application Packages submitted by  
independent mortgage brokerage companies for funding consideration; and

**WHEREAS**, MetLife and Broker desire to establish a nonexclusive relationship whereby Broker  
will, from time to time and at its option, submit completed Application Packages to MetLife for  
funding consideration; and

**NOW, THEREFORE**, in consideration of the mutual covenants made herein and for other good  
and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the  
Parties hereby agree as follows:

### ARTICLE I DEFINITIONS

**Section 1.1 Definitions.** As used in this Agreement, the following terms shall have  
the meanings specified below:

“**Advance**” means funds advanced by MetLife to, or on behalf of, a Mortgagor under a  
Loan.

“**Affiliate**” with respect to any Person shall mean any other Person directly or indirectly  
controlling, controlled by or under common control with such Person.

“**Agreement**” means this Mortgage Loan Broker Agreement and all exhibits, schedules  
and addenda to this Agreement, as the same may from time to time be amended or supplemented  
by MetLife in accordance with this Agreement.

“**Applicable Requirements**” shall mean and include with respect to the Loans: (a) all  
contractual obligations of Broker, including, but not limited to, those contractual obligations  
contained in this Agreement, in any agreement with any Insurer or Investor of which Broker was

aware or in the Loan Documents for which Broker was or is responsible; (b) all applicable federal, state and local legal and regulatory requirements (including statutes, rules, regulations and ordinances) binding upon Broker; including a complete and full disclosure to the loan applicant and MetLife of all fees and other payments including, without limitation, back-end points, yield spread premiums, etc, received by Broker in connection with the Loan ( Broker shall provide such disclosures to Borrower and Metlife as required by applicable law); (c) all other applicable requirements and guidelines of each governmental agency, board, commission, instrumentality and other governmental body or office applicable to, and having jurisdiction over Broker, including, but not limited to, those of any Insurer; (d) the MetLife Eligibility Criteria; and (e) all other applicable final judicial and administrative judgments, orders, stipulations, awards, writs and injunctions applicable to Broker; in addition, Applicable Requirements shall include all pertinent requirements as MetLife may identify in any written format or product descriptions that MetLife makes available to or known to Broker from time to time either by delivery to broker or posted on a website or webpage accessible by Broker.

**“Application”** shall mean a written application by a person or persons for a Loan, signed by such person or persons. Such application shall be in a format acceptable to MetLife, its Investors and/or Insurers

**“Application Package”** means the file containing all documents, reports, forms, appraisals, verifications, Applications, disclosures, statements, and other documents prepared, assembled or possessed by Broker in connection with each Loan, including, but not limited to, the Loan Documents, and all other documentation required for loan underwriting by MetLife and any other information possessed by Broker that would enable MetLife to make an informed judgment concerning any Loan.

**“Assignment”** means, with respect to a Loan, an individual unrecorded assignment of the Mortgage Instrument, notice of transfer or equivalent instrument in recordable form, sufficient under the laws of the jurisdiction wherein the related Mortgaged Property is located to give record notice of the sale of the Mortgage to MetLife, all in accordance with Applicable Requirements.

**“Borrower”** means any applicant for a Loan or any obligor under a Mortgage Note.

**“Broker Compensation”** means the compensation paid to the Broker either by the Borrower as determined in a separate agreement between Borrower and Broker or paid to the Broker by Metlife and as communicated to the Broker from time to time by MetLife.

**“Business Day”** means any day other than a Saturday, Sunday, or other day on which banking institutions in the State of New York, New Jersey or Texas are required or authorized by Applicable Requirements or by executive order to be closed.

**“Closing Date”** means, with respect to each Loan, the date: (a) that the Borrower(s) and Mortgagors execute the Loan Documents; and (b) on which the Broker assigns all right, title, and interest in and to the Loan and the related Servicing Rights to MetLife in accordance with the terms set forth in this Agreement.

**“Confidential Information”** means : (a) information, whether reduced to writing or not, disclosed by MetLife relating to MetLife’s product development strategy and activity, corporate assessments and strategic plans, Customer lists, financial and statistical information (past, current and future), accounting information, hardware, firmware, software (including, but not limited to,

object code and source code), systems, processes, formulae, inventions, product specifications, data, know-how, graphs, samples, research and development (past, current and future), distribution methods (past, current and future), Customer requirements (current and future), price lists, market studies, business plans, marketing plans, marketing methods, discoveries, policies, guidelines, procedures, practices, disputes or litigation; (b) other confidential, proprietary or trade secret information of MetLife that is identified in writing (including, but not limited to, electronically) as such at the time of its disclosure; all other confidential, proprietary or trade secret information of MetLife, which a reasonable person employed in the mortgage industry would recognize as such or is recognized as such under Applicable Requirements; (c) Customer Information; (d) compilations, notes or summaries that contain or reflect Confidential Information; and (e) this Agreement. For purposes herein, any Proprietary Products and Proprietary Software are the Confidential Information of MetLife.

**“Customer”** means any customer of a Party, including, but not limited to, any person who: (a) applies to a Party or an Affiliate thereof, either directly or indirectly, for a financial product or service, including a loan applicant; (b) has obtained any financial product or service from a Party or an Affiliate thereof; and/or (c) has a Loan serviced or sub-serviced by a Party or an Affiliate thereof.

**“Customer Information”** means any personally identifiable information or records in any form (written, electronic, or otherwise) relating to a Customer, including, but not limited to: (a) a Customer’s name, address, telephone number, loan number, loan payment history, delinquency status, insurance carrier or payment information, tax amount or payment information; (b) the fact that a Customer has a relationship with a Party; and (c) any other personally identifiable information; provided, however, that “Customer Information” shall not mean any such information that a Party has obtained independently and not in connection with this Agreement.

**“Damages”** means any direct or indirect demand, claim, payment, obligation, action or cause of action, assessment, loss, liability, cost, damage, deficiency or expense, including, but not limited to, penalties, interest on any amount payable to a third Person as a result of the foregoing, and any legal or other expense reasonably incurred in connection with investigating, defending, or responding to same, including, but not limited to, reasonable attorneys’ fees, accountants’ fees, expert witness fees and related fees and court costs.

**“FHA”** means the Federal Housing Administration, or any successor thereto.

**“FNMA”** means the Federal National Mortgage Association, or any successor thereto.

**“Freddie Mac”** means the Federal Home Loan Mortgage Corporation, or any successor thereto.

**“Home Valuation Code of Conduct”** means an appraisal independence requirement instituted by the Government Sponsored Enterprises as that requirement may be amended from time to time.

**“Insurer”** means any federal or state governmental agency or any federal or state quasi-governmental agency or governmental sponsored agency or entity or any private mortgage insurer that insures or guarantees any of the Loans and providers of hazard, title or other insurance with respect to any of the Loans or Mortgaged Property.

**“Interagency Guidelines”** shall mean the Interagency Guidelines Establishing Standards For Safeguarding Customer Information published on April 1, 2001, by the federal banking regulators as the same may be amended from time to time.

**“Investor”** means any investor to which MetLife sells or with which MetLife securitizes Loans.

**“Loan”** means a residential mortgage loan that is or will be secured by a Mortgage Instrument upon a one-to-four family dwelling (including condominiums, units in a planned unit development and manufactured homes) under mortgage programs offered by or otherwise approved by MetLife, including any Proprietary Products, the Application Package for which is submitted to MetLife for underwriting.

**“Loan Documents”** means, with respect to each Loan, the Mortgage Instruments, Mortgage Note, Application Packages and Assignments and final title policies.

**“MERS”** means Mortgage Electronic Registration Systems, Inc., a Delaware corporation, and any successor thereto.

**“MetLife Eligibility Criteria”** means the eligibility criteria, policies, procedures, product guidelines and requirements for the origination, processing, closing, funding, acceptance of the Assignment, and making of Loans as may be communicated by MetLife from time to time to the Broker or as may be otherwise posted on a MetLife website accessible by the Broker. The MetLife Eligibility Criteria may be amended at any time by MetLife in its sole and absolute discretion and such MetLife Eligibility Criteria shall be effective as to any Application Package received from the Broker after notice is provided to the Broker or otherwise posted on a MetLife website accessible by the Broker.

**“Mortgage Instrument”** means any deed of trust, security deed, mortgage, security agreement, financing statement or any other instrument that constitutes a lien on the improved Mortgaged Property securing payment by a Mortgagor of a Mortgage Note.

**“Mortgage Note”** means the mortgage note, deed of trust note, security deed note or other form of promissory note executed by an obligor and secured by a Mortgage Instrument evidencing the indebtedness of the obligor under a Loan.

**“Mortgaged Property”** means any one- to four-family residence (at the time of origination) that is encumbered by a Mortgage Instrument.

**“Mortgagor”** means any person who executes a Mortgage Instrument.

**“Parties”** means Broker and MetLife and **“Party”** means either Broker or MetLife, as the case may be.

**“Person”** means an individual, corporation, limited liability company, partnership, commercial banking institution, savings bank, other depository institution, joint venture, trust or unincorporated organization or a federal, state, city, municipal or foreign government or an agency or political subdivision thereof.

**“Privacy Requirements”** means the obligations imposed by: (a) Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801 et seq.; (b) the applicable federal regulations implementing such act and codified at 12 CFR Parts 40, 216, 332, and/or 573; (c) the Interagency Guidelines;

and (d) other applicable federal, state and local laws, rules, regulations, and orders relating to the privacy and security of Customer Information, including, but not limited to, the federal Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq., and similar state laws.

**“Proprietary Product”** means those proprietary Loan products of MetLife or an Affiliate thereof announced from time to time for which Broker may originate under an Addendum to this Agreement.

**“Proprietary Software”** means the proprietary computer programs of MetLife or an Affiliate thereof (including any third Person products licensed by MetLife and embedded in MetLife’s computer programs) licensed to Broker by MetLife in connection with the origination of Loans under this Agreement.

**“Registration Date”** means, with respect to each Loan, the date that Broker registers the Application Package with MetLife.

**“Repair Set Aside Accounts”** means funds held by Broker with respect to a Loan necessary for disbursement after closing in order to pay for required repairs to the Mortgaged Property pursuant to Applicable Requirements.

**“Servicing Rights”** means the obligations to administer the Loans, make Subsequent Advances to a Mortgagor, pay taxes and insurance or ensure they are paid, provide foreclosure services, provide full escrow administration and any other obligations required by any owner of the Loans, collect the payments for the reduction of principal and application of interest, remit collected payments together with the right to receive the servicing fee income and any ancillary income arising from or connected to the Loans. Servicing Rights shall include administering Repair Set Aside Accounts and any tax and insurance set-asides or escrow or impound accounts with respect to the Loans for, among other things, the deposit and retention of interest and principal, taxes, assessments or ground rents, hazard and mortgage insurance and other related escrow or custodial items.

**“Subsequent Advances”** means Advances made after loan closing to, or on behalf of, a Borrower and/or Mortgagor under a Loan.

**“Table Funding”** means a Loan (i) closed in the name of Broker and in which the Mortgage Note is initially payable to the Broker, (ii) funded by MetLife if the Loan is closed in accordance with closing instructions issued by MetLife, and (iii) the Mortgage Note is simultaneously endorsed and assigned to MetLife.

**Section 1.2 Interpretive Principles.** For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires: (a) all Section, Article, Appendix, Exhibit and Schedule references used herein refer to Sections, Articles, Schedules and Exhibits of this Agreement; (b) the Appendix, Schedules and Exhibits are part of this Agreement; (c) all Section, Article, Exhibit and Schedule headings used herein are for reference purposes only and shall not be deemed to have any substantive effect; (d) any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular; (e) whenever the words “include,” “includes,” or “including” are used in this Agreement, they shall be deemed followed by the words “but not limited to;” (f) all pronouns and variations of pronouns shall be deemed to refer to the feminine, masculine or neuter, singular or plural, as the identity of the Person referred to may require; (g) whenever the words “herein” or “hereunder” are used in this Agreement, they shall be deemed to refer to this Agreement as a whole and not to any specific Section; (h) whenever a dollar figure (\$) is used in this Agreement, it will mean United States dollars unless otherwise specified.; and (i) accounting terms not otherwise defined herein shall have the meanings assigned to them in accordance with generally accepted accounting principles. **THIS AGREEMENT SHALL BE CONSTRUED AS THOUGH DRAFTED BY BOTH METLIFE AND BROKER AND SHALL NOT BE CONSTRUED AS THOUGH EITHER METLIFE OR BROKER IS THE PRINCIPAL DRAFTER OF THE AGREEMENT.**

## ARTICLE II BROKERING OF LOANS

### **Section 2.1 Registration of Loan**

(a) Application Package. From time to time during the term of this Agreement, Broker may register an Application Package with MetLife in such manner as MetLife may from time to time determine. Each such registration shall constitute a certification by Broker that the Loan and Application Package and all other documents and information submitted to MetLife complies with all Applicable Requirements and the terms, conditions, representations, warranties and covenants contained in this Agreement including, without limitation, the MetLife Eligibility Criteria. Broker acknowledges that it has a contractual responsibility to MetLife: (i) to use its best efforts to assure that the Loan and the Application Package is eligible for registration with MetLife; and (ii) to disclose all relevant facts and circumstances relating to the Mortgagor, the Mortgaged Property, and the eligibility of the Loan for registration with MetLife in accordance herewith. Nothing in this Agreement shall be construed as obligating MetLife to accept the registration of any Loan or accept or process any Application Package, underwrite, close, fund, purchase or accept the Assignment of any Loan.

(b) Applications Broker shall, as applicable, obtain from all loan applicants completed loan, credit and similar applications, together with supporting verifications, approvals and related documentation, as directed by MetLife and in compliance with any instructions of MetLife, and shall deliver the same to MetLife. Broker agrees, as applicable, to put all loan applications, requests for deposit verifications, requests for employment verifications, and all other information and documentation to be utilized in connection with the solicitation, procurement, processing, packaging, and origination by or on behalf of MetLife on forms provided by or in a format approved by MetLife. Broker shall diligently process and package all loan applications for and on behalf of the loan applicants and cause the same to be forwarded to MetLife for approval or rejection. Broker shall, at Broker's expense, perform or cause to be performed such other functions as MetLife may require to facilitate the closing of the loan transaction.

Broker agrees not to submit any Application Package for and on behalf of a loan applicant to MetLife for which any circumstances, conditions or events exist that, if known to MetLife, would cause MetLife to deny approval of such Application Package. In connection therewith, Broker shall promptly disclose to MetLife any material information that reasonably could be expected to be a consideration in MetLife's decision to close a Loan including, without limitation, discrepancies between information provided by the loan applicant and that obtained from other sources, factors bearing on the physical condition of the security property and any irregularities involving the purchase transaction covering the security property or the relationship or involvement of any brokers or escrow depositories in connection therewith.

When requested by MetLife, Broker shall determine whether any and all requirements imposed as a condition of funding a Loan have been fully performed or completed, and if it finds them fully performed or completed, Broker shall certify that such matters have been fully performed or completed in accordance with the terms and conditions imposed. By such certification of compliance, Broker shall assume all responsibility to remedy any deviation, deficiency, or effect.

(c) Underwriting by MetLife. MetLife shall determine whether the Application Package is complete or otherwise in a form acceptable to MetLife to underwrite the Loan. If MetLife determines the Application Package is missing any information or documentation necessary, in MetLife's reasonable discretion, to underwrite the Loan, MetLife shall notify Broker of any missing information or documentation. MetLife may return the Application Package to Broker if Broker does not deliver to MetLife any such missing information or documentation. MetLife shall notify Broker of its decision whether to approve the Application Package based on applicable underwriting and origination guidelines as interpreted by MetLife, including, but not limited to, whether the Application Package satisfies Applicable Requirements and the terms and conditions of this Agreement, including, but not limited to, the MetLife Eligibility Criteria; provided, however, that such acceptance by MetLife shall not constitute a waiver of any of such terms and conditions. If MetLife accepts the registration of a Loan and approves the Application Package for funding, MetLife shall forward the appropriate loan closing instructions to a settlement agent upon receipt of Broker's request for loan closing instructions.

(d) Funding of Loan and Table Funding. At the settlement of each Loan, MetLife shall fund each Loan to the extent that an Advance is made to, or on behalf of, the Borrower and/or Mortgagor. Each Loan subject to this Agreement shall close in MetLife's name except as hereinafter allowed. All Loans approved to be closed by MetLife will be on forms acceptable to MetLife and closed, if applicable, in accordance with the terms and conditions set forth herein by settlement agents that (i) maintain errors and omissions insurance policies reasonably acceptable to MetLife and (ii) provide closing protection letters acceptable to MetLife on all closings which, among other things, indemnify MetLife against losses due to the settlement agent's negligence, misconduct, misappropriation of funds and/or failure to follow written closing instructions. On each Closing Date, Broker shall assign all right, title, and interest in and to the Loans and the related Servicing Rights to MetLife in accordance with the terms set forth in this Agreement. The Loan may, with the prior approval of MetLife, be Table Funded. If a Loan is Table Funded Broker agrees to the terms and conditions and representations and warranties made in the Table Funding Addendum attached hereto as Exhibit A and incorporated herein by reference.

(e) **Loan Approval** Each Application Package must be originated and processed by Broker and not a third party; despite this general prohibition, however, Broker may use third party loan processors provided that by using such third party loan processors Broker agrees that Broker shall have sole and exclusive responsibility for the work product of such third party loan processors. Broker agrees to conduct a face-to-face interview with applicant(s), unless otherwise permitted by FNMA, FHLMC, FHA, VA and/or GNMA, as appropriate. MetLife shall make available to Broker product descriptions of the lending programs of MetLife being offered by MetLife from time to time; provided, however, that such product descriptions may be modified at any time by MetLife in its sole discretion and shall not be binding upon MetLife. MetLife shall have the right, in its sole and absolute discretion, to determine the acceptability of an Application Package for funding, and Broker shall not represent to any person, including Borrower, that MetLife has approved or will approve, or that MetLife has issued or will issue a binding commitment to fund, any Application Package until Broker is so informed by MetLife. Except for Loans closed in accordance with the Table Funding Addendum all Loans shall close in the name of MetLife and with funds provided by MetLife unless MetLife approves otherwise. All information contained in an Application Package shall be subject to independent verification by MetLife. MetLife will not approve so-called Section 32 loans or loans defined as "High Cost Loans" under any state, county or city statute, regulation or ordinance.

## **Section 2.2 Compensation for Services.**

(a) **Broker Compensation.** Broker shall be entitled to receive Broker Compensation from an applicant and/or from MetLife for services rendered in connection with the origination, processing and/or closing of a Loan under this Agreement. The Parties acknowledge and agree that the payment of the Broker Compensation is compensation for services rendered and goods and facilities provided by Broker in connection with the origination, processing and/or closing of a Loan under this Agreement and shall: (i) be in amounts which bear a reasonable relationship to the services rendered and goods and facilities provided; (ii) be based upon a good faith estimate of the fair market value of such services, goods and facilities; (iii) not be in amounts deemed excessive or unreasonable under any Applicable Requirements and (iv) not be charged on an illegal or discriminatory basis. Any fees or other consideration, if any, to be received by Broker from MetLife for performance of its obligations hereunder will be paid by MetLife after deducting all fees and charges due MetLife and as specified in MetLife's price and/or fee schedules which can be amended at MetLife's sole discretion. The nature and amount of any fees paid or payable by the Borrower and charged to or received from the Borrower by Broker have been determined by direct negotiations between Borrower and Broker. The total fees to be received by Broker have been separately itemized, fully disclosed, explained and agreed to by Borrower and are reasonably related to the market value of the services rendered by Broker in connection with the Loan. There is no agreement between Broker and MetLife or any other person or entity for the payment of any referral fee, rebate, bonus, kickback, fee split or other payment and no payment of such referral fee, rebate, bonus, kickback, fee split or other payment has been or will be made. All third-party fees charged or collected by Broker shall represent only the amount of the fee received or to be received by the third party service provider and neither Broker or any other party will retain any portion of such fee. The fees collected from the borrower on each loan transaction shall fully comply with the fee guidelines and restrictions as set forth in Exhibit "B". MetLife shall have no obligation to pay Broker any sum owed to Broker by Borrower, nor shall MetLife have any obligation to pay Broker any sum on account of any Application Package which MetLife does not fund and close for any reason whatever. All such Broker Compensation shall be disclosed on the Good Faith Estimate and the HUD-1 Uniform Settlement Statement.

(b) Refunds Upon Rescission. In the event any refund is due MetLife or any applicant as a consequence of rescission, Broker shall refund to MetLife and/or applicant, as applicable, within five (5) Business Days of receipt of notification from MetLife, any fees collected from MetLife and/or applicant. The failure to remit any such sums directed by MetLife to be refunded to applicant shall constitute a material breach of this Agreement and shall be grounds for immediate termination.

(c) Fees. All sums of money or other consideration received by Broker from any party other than MetLife that in any way are related to loans generated by Broker hereunder shall be delivered immediately to MetLife unless they are paid to Broker by the loan applicant pursuant to a bona fide written agreement between the loan applicant and Broker and disclosed to MetLife in writing.

(d) Exclusive Compensation. Except with respect to those fees agreed to be paid by MetLife and communicated to or made available to the Broker, there shall be no commissions, fees or other consideration payable to any Person or entity other than Broker in connection with processing the Application Package. Broker shall not demand or receive any compensation for its services other than as specified in this Agreement.

(e) Expenses. All expenses incurred by Broker (other than the costs of any third Person service provider or other costs paid by Borrower) will be the sole responsibility of Broker and Broker will perform such services using its own employees and office facilities.

(f) Change in Compensation. Broker understands and agrees that Broker compensation paid by MetLife is subject to change by MetLife, in MetLife's sole discretion, upon notice as provided to or otherwise made available to Broker.

### **ARTICLE III GENERAL REPRESENTATIONS AND WARRANTIES OF BROKER**

Broker represents, warrants and covenants to MetLife, as of (a) the time any Application Package is submitted to MetLife, (b) the time a Loan is funded and closed through the life of such Loan, and (c) any other time as indicated or as the context may require, that the Representations and Warranties made in this Agreement are true and correct:

**Section 3.1 Due Incorporation and Good Standing.** Broker is a duly organized and validly existing entity in good standing in the jurisdiction under whose laws Broker is formed and has all licenses necessary to carry on its business as now being conducted and as contemplated by this Agreement. In addition, Broker is licensed, registered, qualified and in good standing in each state in which any real property securing repayment of a Loan is located and in each state in which Broker is engaged in the business of brokering mortgage loans if the laws of such state require licensing, registration or qualification to engage in the business of brokering mortgage loans, or is otherwise exempt under applicable law from such licensing, registration or qualification, and in any event is in full compliance with the laws, rules and regulations of each such state and of all real estate, mortgage lending or other regulatory or supervisory agencies having jurisdiction over Broker's activities to the extent necessary to ensure the enforceability of the Loans. Broker covenants to maintain all licenses, registrations and qualifications current and to keep itself in good standing with such regulatory and supervisory agencies. Broker further covenants to notify MetLife immediately upon the suspension, revocation, expiration or other termination of any licenses, registrations or

qualifications, or of the taking of any action by any such regulatory or supervisory agency against Broker that could adversely affect Broker's licenses, registrations and qualifications. Broker holds all applicable authorizations and approvals, including, without limitation, those of FHA, VA, FNMA, Freddie Mac and GNMA, as are reasonably necessary to Mortgage Broker's performance of its obligations hereunder in compliance with applicable law and secondary market requirements, and is not in violation of any of the requirements of any authorizations and approvals. If Broker is other than an individual, then each representation and warranty in this paragraph is hereby made on behalf of Broker as well as each employee, officer or partner of Broker.

**Section 3.2 Authority and Capacity.** Broker has all requisite corporate power, authority and capacity to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement, and any related agreements or instruments and the consummation of the transactions contemplated hereby and thereby, each has been duly and validly authorized by all necessary corporate action. This Agreement and any related agreements or instruments each constitutes a valid and legally binding agreement of Broker enforceable in accordance with its terms, subject to bankruptcy, insolvency and similar laws affecting generally the enforcement of creditor's rights and the discretion of a court to grant specific performance of contracts.

**Section 3.3 Effective Agreement.** The execution, delivery and performance of this Agreement, and any related agreements or instruments by Broker, its compliance with the terms hereof and thereof, and consummation of the transactions contemplated hereby and thereby, will not violate, conflict with, result in a breach of, constitute a default under, be prohibited by, or require any additional approval under its organizational documents or any instrument or agreement to which it is a party or by which it is bound or which affects the purchase, pooling or servicing of Loans, or any Applicable Requirement relating thereto or to the origination, making, pooling or servicing of Loans.

**Section 3.4 Compliance with Contracts and Regulations.** Broker has complied with all Applicable Requirements with respect to, and the violation of which might adversely affect, any of the Loans or result in cost or liability to MetLife.

**Section 3.5 Litigation and Absence of Claims.**

Except as disclosed by Broker to MetLife in writing at the end of this paragraph, there is not pending or, to Broker's knowledge, threatened any suit, action, arbitration, or legal, administrative, or other proceeding or investigation (including any allegation of fraud by any seller, buyer, borrower or MetLife) against Broker or its current or former owners, officers, partners, agents or employees. Except as disclosed by Broker to MetLife in writing at the end of this paragraph, there has been no adjudication or finding of fraud against Broker or its current or former owners, officers, partners, agents or employees, in any suit, action, arbitration, legal or administrative or other proceeding or investigation which has been concluded or is in process. Broker herein represents that other than as disclosed herein, there are no past, current or anticipated claims which would prevent the execution, delivery or performance by Broker of its obligations, or which could have an adverse effect upon the business, assets, financial condition or reputation of Broker or MetLife, or which could have any adverse effect upon any loan submitted for funding by Broker to MetLife. Disclose claims below:

[ ] No Claims; or

[ ] **Claims disclosed:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 3.6 Statement Made.** No representation, warranty or written statement made by Broker in connection with this Agreement or in any schedule, exhibit, report, Application Package, written statement or certificate furnished to MetLife in connection with the transactions contemplated hereby by Broker, contains, or will contain, any untrue statement or omits, or will omit, to state a fact necessary to make the statements contained herein or therein not misleading. The information contained in the application of Broker to MetLife for approval to broker Loans continues to be true, accurate and complete in all respects, except as otherwise disclosed in writing to MetLife.

**Section 3.7 Services to Borrower** With respect to each Borrower whose Application Package has been submitted by Broker to MetLife for funding consideration pursuant to this Agreement, Broker has observed and shall observe and fully discharge any duties owed by Broker to Borrower under applicable law. In particular, and without limitation to the foregoing, whenever required by such fiduciary duty, Broker, its employees and/or agents has provided to Borrower any and all requisite disclosures and obtained any and all requisite agreements or authorizations. Broker represents that all services performed by Broker were performed in accordance with accepted and customary standards in the mortgage lending industry generally. Broker is not aware of any dispute or claim by any Borrower that all such services were not fully and satisfactorily performed. Broker has not coerced or compelled Borrower to accept any Loan or to take any advance pursuant to any Loan.

**Section 3.8 No Consent Required.** No consent, approval, authorization or order, or registration or filing with, or notice to any court or governmental agency or body is required for the execution, delivery and performance by the Broker of or compliance by the Broker with this Agreement or the Loans, the delivery of a portion of the Application Package to MetLife or the Assignment of the Loans or the consummation of the transactions contemplated by this Agreement, or if required, such consent, approval, authorization or order has been obtained prior to the Effective Date, Registration Date, and/or Closing Date, as applicable.

**Section 3.9 Disclosure of Principal Transactions** Broker shall not participate as a principal in any real estate transaction in which any present customer of MetLife or other person reasonably expected to become a customer of MetLife also is a principal; in which any agent or employee of MetLife is a real estate agent or broker; or in which MetLife or any company which owns or is owned by MetLife is a lender, unless MetLife expressly allows such participation in writing. In the event that Broker violates any provision of this subparagraph (d), all gross profits, compensation, rents, income, property or other benefit derived by Broker directly or indirectly in connection with the transaction (computed without reduction for value or consideration given by Broker in such transaction) belong to MetLife and shall be paid by Broker to MetLife upon demand.

**Section 3.10 Ownership; Prior Involvement** Broker has no direct or indirect

ownership interest in any property acting as security for the Loan, or affiliation or relationship with any other party having a financial interest in the Loan or the Loan transaction. To the extent Broker or any of its owners, officers, partners, agents or employees has (a) participated in the sale, financing or mortgage origination with respect to the property securing the Loan or (b) assisted a Borrower with obtaining prior financing, whether with respect to the property securing the Loan or otherwise, Broker shall disclose the nature and extent of such relationship in writing at the time of the submission of the relevant Application Package.

#### **ARTICLE IV SPECIFIC REPRESENTATIONS AND WARRANTIES AS TO LOANS**

Broker represents, warrants and covenants to MetLife, as of (a) the time any Application Package is submitted to MetLife, (b) the time a Loan is funded and closed through the life of such Loan, and (c) any other time as indicated or as the context may require, that the Representations and Warranties made in this Article IV are true and correct:

**Section 4.1 Requirements; Unacceptable Investment.** Each Loan, including the Application Package, conforms to the specifications, terms, conditions and requirements set forth in this Agreement, including, but not limited to, MetLife's Eligibility Criteria. Broker does not know of any circumstances or conditions with respect to the Mortgage, the Mortgaged Property, the Borrower, the Mortgagor or the Borrower's or Mortgagor's credit standing that could be reasonably expected to cause: (a) MetLife not to make the Loan; (b) private institutional investors or an Investor to regard the Loan as an unacceptable investment; or (c) the Loan to become delinquent or adversely affect the value or marketability of the Loan.

**Section 4.2 Enforceability of Loan.** The Loan is not subject to any right of rescission, set-off, counterclaim or defense, nor will the operation of any of the terms of the Mortgage Note or the Mortgage, or the exercise of any right thereunder, render either the Mortgage Note or the Mortgage unenforceable, in whole or in part, or subject to any right of rescission, set-off, counterclaim or defense, including the defense of usury, as a result of any act, error or omission of Broker or of any other Person .

**Section 4.3 Disbursement.** Other than with respect to any disbursements by MetLife, all costs, fees and expenses incurred in making and closing the Loans were paid to the appropriate parties. No Borrower is entitled to any refund of any amounts paid or due to MetLife pursuant to any Loan transaction.

**Section 4.4 Payments and Advances.** Broker has not advanced funds, or induced, solicited or knowingly received any advance of funds by a Person other than MetLife, Borrower or Mortgagor, directly or indirectly, for the payment of any amount required under or to obtain the Loan. The Borrower or Mortgagor has made any down payment required in connection with the Loan, and has received no concession from Broker or any other third Person, except as clearly disclosed in writing to MetLife.

**Section 4.5 Regulatory Compliance.** Any and all Applicable Requirements, including, but not limited to, usury, truth-in-lending, real estate settlement procedures, consumer credit protection, equal credit opportunity, disclosure, or securities laws applicable to the Loan have been satisfied, and Broker shall maintain in its possession, available for MetLife's

inspection, and shall deliver to MetLife upon demand, evidence of compliance with all such requirements. Broker's compensation shall be disclosed as required by Applicable Requirements, including, but not limited to, The Real Estate Settlement Procedures Act.

**Section 4.6 Mortgage Insurance.** To the knowledge of Broker, there are no defenses, counterclaims, or rights of setoff, or other facts or circumstances affecting the eligibility of the Loan for insurance by an Insurer, or affecting the validity or enforceability of any mortgage insurance or mortgage guaranty with respect to the Loan as a result of any act, error or omission of Broker or of any other Person (other than MetLife).

**Section 4.7 Damage; Condemnation.** There is no proceeding pending for the total or partial condemnation of the Mortgaged Property and such Mortgaged Property is undamaged by waste, fire, earthquake or earth movement, windstorm, flood, tornado or other casualty, so as to affect adversely the value of the Mortgaged Property as security for the Loan, the use for which the premises were intended or the eligibility of the Loan for full payment of insurance benefits, and there are no pending or threatened proceedings for total or partial condemnation of the Mortgaged Property.

**Section 4.8 Application Package and Genuineness of Documents.** The Application Package contains each of the documents and instruments required by Applicable Requirements, MetLife Eligibility criteria or Investor or Insurer requirements, duly executed and in due and proper form and each such document or instrument is genuine and in form acceptable to Investors and Insurers and the information contained therein is true, accurate and complete. The Loan was originated in accordance with Investor and Insurer underwriting standards in effect at the time the Loan was originated.

**Section 4.9 No Fraud.** (a) all parties to the Mortgage Note and the Mortgage Instrument and any other related agreement had legal capacity to enter into the Loan and to execute and deliver the Mortgage Note and the Mortgage Instrument and any other related agreement, and the Mortgage Note and the Mortgage Instrument have been duly and properly executed by such Persons; (b) the documents, instruments and agreements contained in the Application Package or any other documents submitted for review and/or underwriting by MetLife were not falsified and contain no untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the information and statements therein not misleading; and (c) no fraud was committed in connection with the origination of the Application Package.

**Section 4.10 Appraisal.** If required and permitted by MetLife in connection with the particular Loan under consideration the Application Package contains an appraisal of the related Mortgage Property signed prior to the approval of the Loan application by a qualified appraiser who had no interest, direct or indirect in the Mortgaged Property or in any loan made on the security thereof; and whose compensation is not affected by the approval or disapproval of the Loan, and the appraisal and appraiser both satisfy the requirements of Title XI of the Federal Institutions Reform, Recovery, and Enforcement Act of 1989 and the regulations promulgated thereunder, all as in effect on the date the Loan was originated. Broker has no knowledge of any circumstances or condition which might indicate that the appraisal is incomplete or inaccurate. The appraisal will comply with all applicable requirements of the Home Valuation Code of Conduct.

**Section 4.11 Existence of Other Conditions.** Broker has no knowledge nor any reason

to know of any of the following: (a) detrimental conditions which could reasonably be expected to adversely affect the market value of the Mortgaged Property including, but not limited to, expansive soils, underground mines or storage tanks, soil subsidence, landfills, superfund sites, special study zones or other similar conditions; (b) outstanding mechanics' liens or materialmens' liens which are or may be a lien prior to, or of equal priority with, the lien of the security instrument except those that are affirmatively insured against by the title insurance policy; or (c) outstanding oil, gas or other mineral interests now owned or controlled by the proposed borrower which might jeopardize the security interest in the Mortgaged Property or in any manner diminish the value of the Mortgaged Property.

**Section 4.12 Quoting Loan Interest Rates; Loan Commitments; Delivery of Documents to Loan Applicant or Borrower** Prior to the approval of an Application Package by MetLife, Broker shall not make any representations to the effect that MetLife has approved or issued a commitment to fund the Loan and, during such time, Broker shall make clear that any current interest rates or fees quoted are for guidance purposes only and that the same shall not necessarily be the interest rates or fees that shall apply to the Loan if and when the same is approved by MetLife, and that Broker is not authorized to approve an Application Package on MetLife's behalf. Broker shall deliver to loan applicants any documents directed to be so delivered by MetLife.

**Section 4.13 Control of Documents; Disclosure and Validity of Information** No Borrower shall have had in his or her direct or indirect possession or control any credit, income or deposit verification document submitted to MetLife with respect to any Loan. Broker has made and shall make prompt, timely, full, accurate and truthful disclosure to MetLife of all facts, information and documentation that Broker may know, suspect, or have notice of, which could affect or has affected the validity, collectibility, collateral value, security, or enforceability of any Application Package submitted by Broker for funding consideration by MetLife. All information submitted by Broker to MetLife with regard to the Application Packages, including all written attachments thereto, is true, correct, currently valid and genuine, and the dates appearing on each document presented to or signed by a Borrower accurately reflect the date of delivery or execution, as applicable.

## ARTICLE V

### GENERAL REPRESENTATIONS AND WARRANTIES OF METLIFE

**Section 5.1 Due Incorporation and Good Standing.** MetLife is a national bank duly organized, existing and in good standing under the laws of the United States of America.

**Section 5.2 Authority and Capacity.** MetLife has all requisite company power, authority and capacity 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, each have been duly and validly authorized by all necessary company action. This Agreement constitutes a valid and legally binding agreement of MetLife enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, and similar laws affecting generally the enforcement of creditor's rights and the discretion of a court to grant specific performance of contracts.

**Section 5.3 Effective Agreement.** The execution, delivery and performance of this Agreement, and any related agreements or instruments by MetLife, its compliance with the terms hereof and thereof, and consummation of the transactions contemplated hereby and thereby, will not violate, conflict with, result in a breach of, constitute a default under, be prohibited by, or require any additional approval under its organizational documents, or any instrument or agreement to which it is a party or by which it is bound or which affects the purchase, pooling or servicing of Loans, or any Applicable Requirement relating thereto or to the origination, making, pooling or servicing of Loans.

## **ARTICLE VI COVENANTS**

**Section 6.1 Delivery of Documents.** Broker agrees to perform, at its sole cost and expense, all acts necessary to perfect title to the Loans in MetLife, and shall assign and deliver to MetLife as part of the Application Package with respect to the purchase of each such Loan, all subject to the approval of MetLife and its legal counsel as to proper form and execution. All Loan Documents relating to the Loans and all other documents required to be delivered to MetLife by Broker that are in the possession or control of Broker or any settlement agent and are not delivered to MetLife, if any, are and shall be held in trust for the benefit of MetLife. In the event any such original documents have not been delivered to MetLife within a reasonable time following the Closing Date, Broker shall provide, at MetLife's discretion, MetLife with periodic reports detailing the location of each such document and the steps being taken by Broker to obtain possession thereof; provided, however, that in the event any such document has not been delivered to MetLife within a reasonable time following the Closing Date, Broker shall, upon written demand of MetLife, repurchase the related Loan, in the manner and fashion contemplated under this Agreement for a breach of a representation and warranty. In the event any Loan Document is not promptly delivered to MetLife Broker shall pay MetLife's costs in researching and acquiring such Loan Documents. However, if an Investor, recording office or municipality is solely responsible for a missing or trailing Mortgage Document, the Broker shall give satisfactory written evidence thereof to MetLife together with a representation that the Broker is diligently trying to obtain such Mortgage Documents from such entity.

**Section 6.2 Attorney-in-Fact.** Broker hereby irrevocably appoints MetLife as its true and lawful attorney, with full power of substitution, in its name and stead and on its behalf, for the purpose of taking any action with respect to, or effectuating any further sale, Assignment, transfer or delivery of, any Loan, Mortgage Instrument, Mortgage Note, or Mortgaged Property or any part thereof or any interest therein, Broker is hereby ratifying and confirming all that such attorney or any substitute shall lawfully do by virtue hereof. If so requested by MetLife, or any successor or assign of MetLife, Broker shall ratify and confirm any such action, sale, Assignment, transfer or delivery by executing and delivering all such instruments and other documents as may be designated in any such request.

**Section 6.3 Supplementary Information; Further Assurances.** From time to time prior to and after the Closing Date, Broker shall furnish to MetLife such information supplementary to the information contained in the documents and schedules delivered pursuant hereto which is reasonably available to Broker as MetLife may reasonably request or which may be necessary to enable MetLife to file any reports due in connection with the Loans or Servicing Rights or to determine the continuing eligibility of Broker to register Loan Files with MetLife. Broker shall, at any time and from time to time, promptly, upon the reasonable request of MetLife or its representatives, execute, acknowledge, deliver or perform all such further acts,

deeds, assignments, transfers, conveyances, and assurances as may be required hereunder.

**Section 6.4 Confidential Information.**

(a) **Confidentiality** During and after the term hereof, Broker shall not disclose to any person (other than an employee or agent of MetLife or any Affiliate thereof entitled to receive the same) any confidential information relating to the business of MetLife or any such Affiliate without the consent of MetLife, or until such information ceases to be confidential.

(b) **Disclosure of Information** All documents, forms, publications, memoranda, correspondence, files, contracts, client lists, financial tables, blueprints, plans, records, procedures, sales aids, techniques, processes and all other material and information directly or indirectly provided to, given to, received by or accessible by or available to Broker from MetLife during the term hereof that relate in any manner to any business or operation that MetLife is engaged in, or intends at any time to become engaged in, are and shall remain the property of MetLife. All gains and profits obtained at any time by Broker through the use of any such material or information, other than for the benefit of MetLife, shall belong to MetLife and shall be paid by Broker to MetLife upon demand. Upon the termination hereof for any reason, Broker shall deliver to MetLife all such material and information.

**Section 6.5 Notice.** Broker shall give prompt written notice to MetLife of any action, event or condition of any nature which may lead to or result in a material adverse effect upon the business, operations, assets, or financial condition of Broker, or the Loans or of any of the circumstances outlined in Section 7.1 hereof.

**Section 6.6 Governmental Approvals.** Broker shall obtain and maintain in full force and effect, and satisfy at all times all related eligibility criteria in order to maintain in full force and effect, without material impairment, suspension or revocation, all federal and state governmental approvals, registrations, qualifications, permits and licenses necessary both to perform its obligations hereunder and, if applicable, to conduct the origination business with FHA.

**Section 6.7 Quality Control and Review of Loan Files.** Broker shall conduct periodic quality control reviews of its brokering and origination operations and, upon request of MetLife, provide copies of its findings to MetLife. MetLife shall have the right, in its sole discretion, to review any and all of Broker's files ( either at MetLife's facilities or the Broker's facilities ) relating to the Loans and/or Servicing Rights for quality control purposes. Broker agrees to make such files available to MetLife for inspection upon receipt of written notice from MetLife. In addition, Broker shall permit MetLife or MetLife's primary federal regulator to conduct quality control reviews of Broker's brokering and origination operations. Broker agrees to assist MetLife in the conduct of any such audit and/or review and to provide MetLife with any information or documents in its possession that MetLife may reasonably request. Broker further acknowledges that any failure to cooperate in any such audit and/or review or any discrepancies found by MetLife during such audits and/or reviews are grounds for immediate termination of this Agreement. In addition, upon discovery of such discrepancy, MetLife may notify the applicable state or federal agency of such discrepancy. Broker shall make MetLife the loss payee of each mortgage guaranty insurance policy and hazard and flood insurance policy. Ownership of, and title to, a Loan will only be vested in MetLife when a Loan is accepted by MetLife.

**Section 6.8 Adherence to Fair Lending Standards, Privacy Requirements, and Use of Computer Systems** Broker understands and acknowledges that MetLife is fully committed to the principles of Fair Lending and to encouraging each of its third-party vendors, including Broker, to follow similar principles and to request that Broker and each of its owners, officers, partners, agents and employees are all adequately trained in Fair Lending policies and procedures. Broker's signature on this Agreement will acknowledge that Broker has received and reviewed the Fair Lending Policy adopted by MetLife, which is attached hereto as Exhibit C, and that Broker has taken and will continue to take action to ensure that Broker and each of its owners, officers, partners, agents and employees are adequately trained in and follow generally recognized Fair Lending policies and procedures. Broker also acknowledges that it has received and reviewed the Privacy Requirements for Outside Service Providers adopted by MetLife, which is attached hereto as Exhibit D and acknowledges and understands the terms of use for any computer systems made available to Broker by MetLife, which is attached hereto as Exhibit E and agrees to be comply with all aspects of these requirements.

**Section 6.9 No Solicitation** Except for reverse Mortgage Loans made under the terms of this Agreement, for 120 days after funding of any Loan by MetLife, Broker shall not solicit, or take any refinance loan application on the same property from the Borrower(s) to whom such Loan was made. In the event Broker does fund, or arrange for any third party to fund, any such Loan, Broker hereby agrees to reimburse MetLife for an amount equal to all expenses, whether out-of-pocket or internal, that MetLife incurred in the origination of the Loan; in addition, Broker shall refund to MetLife, immediately upon demand, all service released premiums or above par premiums previously paid by MetLife to Broker in connection with that Mortgage Loan.

**Section 6.10 Non-Exclusive Agreement** The relationship between MetLife and Broker, as set forth in this Agreement is non-exclusive. Broker acknowledges that MetLife has heretofore entered into, and may in the future enter into, similar arrangements with other mortgage brokers. Broker further warrants to MetLife that Broker shall maintain similar relationships with other lenders such that Broker shall not be dependent upon MetLife in the event that MetLife decides at its sole discretion to terminate this Agreement.

**Section 6.11 Financial and Other Information** Broker acknowledges that from time to time Broker shall furnish to MetLife information as MetLife shall reasonably request, including confirmation of the continuing compliance by Broker and its owners, officers, partners, agents or employees with all applicable state and local licensing, registration, qualification and certification requirements, together with any other information reasonably requested by MetLife to confirm that Broker remains solvent.

## **ARTICLE VII REMEDIES**

**Section 7.1 Indemnification by Broker.** In addition to any other rights and remedies that MetLife may have, Broker shall indemnify and hold MetLife, its stockholders, Affiliates and respective officers, directors, employees and agents, harmless from and against, and shall reimburse it or them for, any repurchase demand by an Investor, any Damages (including pair-off fees and loss of Servicing Rights) incurred before or after any Registration Date to the extent arising or resulting from the following :

(a) any misrepresentation made by Broker, or any breach of warranty by Broker, contained in this Agreement, or in any schedule, exhibit, report, statement or certificate furnished by Broker pursuant to this Agreement, which misrepresentation or breach of warranty adversely affects the value of the Loans or the interests of MetLife;

(b) the non-fulfillment or non-performance of any covenant, condition or action required of Broker pursuant to this Agreement ;

(c) any fraud in the origination of any Loan, whether or not as a result of any act or omission of Broker, or any employee, representative or any agent of Broker; and,

(d) any claim by a Borrower resulting from the failure or refusal by MetLife to fund a Loan other than pursuant to a binding commitment by MetLife to fund such Loan.

Broker's obligation to fully indemnify MetLife under this Agreement shall not be affected by MetLife taking any of the following actions with or without notice to Broker: (i) liquidation, repayment, retirement, or sale or resale of any Loan; (ii) foreclosure of any Loan; or (iii) sale or resale of the property securing any Loan.

### **Section 7.2 Repurchase of Loans.**

(a) In General. In the event there exists a basis to demand indemnification under this Agreement with respect to any Loan that: (i) adversely affects the value of a Loan or MetLife's interest in such Loan, or (ii) that is related to any Investor's demand that MetLife repurchase such Loan from such Investor, Broker shall, at MetLife's option, (i) repurchase such Loan from MetLife or the applicable Investor or Insurer at the Repurchase Price and, at MetLife's option, repurchase the Servicing Rights. Any repurchase of a Loan(s) pursuant to the provisions of this Section shall occur on a date designated by MetLife and shall be accomplished by wire transfer of immediately available funds on the repurchase date to an account designated by MetLife. The Repurchase Price under this Section for any purchased Loan or related Mortgaged Property shall equal the sum of each of the following (as applicable):

(i) the aggregate unpaid principal balance of the Loan, net of any escrow balances and/or amounts in the Repair Set Aside Account;

(ii) all accrued and unpaid interest thereon through the date of repurchase;

(iii) the Broker Compensation (excluding any origination fees paid to the Broker by the Borrower); and

(iv) all other un-reimbursed costs, expenses and advances incurred by MetLife in connection with such Loan after the Closing Date.

(b) Repurchase Procedure. Broker shall repurchase such Loan by wire transfer within fifteen (15) Business Days following receipt from MetLife of written demand from MetLife pursuant hereto. Broker shall prepare the assignments of Mortgage Instruments and pay all costs and expenses reasonably incurred by MetLife in effecting the re-conveyance of a purchased Loan including, but not limited to, the cost of recording the assignments of the related Mortgage Instrument. Upon completion of such purchase by Broker, MetLife shall forward to Broker all servicing records and all documents relating to such purchased Loans.

## **ARTICLE VIII TERMINATION**

This Agreement may be terminated at any time: (a) by mutual written consent of the Broker and MetLife; (b) by either Broker or MetLife, without cause, immediately upon written notice to the other party; or (c) by MetLife if: (i) in MetLife's sole discretion, any material adverse change occurs in the origination or business, operations, assets, senior officers, or financial condition of Broker or its quality of origination operations; or (ii) there occurs any of the circumstances outlined in this Agreement, based on any act, error or omission of Broker. In the event of termination of this Agreement for cause, this Agreement shall forthwith become void and MetLife shall not be required to accept additional Application Packages or register Loans from Broker after the date of the termination and may, if the Agreement is terminated for cause, decline, in its sole and absolute discretion to process or fund pending Application Packages; provided, however, that termination of this Agreement shall not release Broker from liability for its own misrepresentation or for any breach by it of any covenant, agreement or warranty contained herein.

## **ARTICLE IX REGULATION AB**

**RESERVED**

## **ARTICLE X MISCELLANEOUS**

**Section 10.1 Survival.** The representations, warranties, covenants and agreements contained in this Agreement shall survive the applicable Registration Date and Closing Date and delivery of the Loans to MetLife and shall not terminate, notwithstanding the termination of this Agreement, any restrictive or qualified endorsement on any Mortgage Note or MetLife's examination or failure to examine any Application Package or MetLife's approval of any Loan for purchase.

**Section 10.2 Additional Addenda.** During the term of this Agreement, MetLife may, in its sole discretion: (a) license to Broker the Proprietary Software to assist Broker in the origination of Loans pursuant to the terms and conditions of a Software License Addendum attached as Exhibit E; and (b) permit Broker to originate Proprietary Products subject to the terms and conditions of a Proprietary Product Addendum as such Addendum may be provided to Broker from time to time by MetLife.

**Section 10.3 Amendment.** This Agreement may be amended in the sole and absolute discretion of MetLife and shall become effective upon notice provided to or available to Broker on or through MetLife's websites; provided, however, that any such amendment shall not be effective as to Application Packages received prior to the effective date of the amendment. **BROKER SHALL BE CONCLUSIVELY AGREED TO HAVE ACCEPTED ANY AMENDMENTS TO THIS AGREEMENT IF IT SHALL SUBMIT APPLICATION PACKAGES TO METLIFE AFTER IT RECEIVES NOTICE OF THE AMENDMENT OR NOTICE OF THE AMENDMENT IS AVAILABLE TO BROKER ON OR THROUGH METLIFE'S WEBSITES AND ALL SUCH APPLICATION PACKAGES SHALL BE RECEIVED AND PROCESSED BY METLIFE ONLY UNDER THE TERMS OF THE AMENDMENT.**

**Section 10.4 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument.

**Section 10.5 Entire Agreement.** This Agreement, together with all exhibits, schedules and addenda to this Agreement, and any commitment executed in connection herewith contain the entire agreement between the Parties and supersede all prior agreements, arrangements and understandings relating to the subject matter thereof. There are no written or oral agreements, understandings, representations or warranties between the Parties other than those set forth herein and therein.

**Section 10.6 Rights Cumulative, Waivers.** The failure or delay of MetLife to review any Loan prior to funding and closing, or to exercise any right or remedy available under this Agreement or at law or equity, shall not act as a waiver of any other right or remedy, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. No waiver by MetLife of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver by MetLife of any other provisions, whether or not similar, nor shall any such waiver constitute a continuing waiver. No waiver by MetLife shall be binding unless executed in writing by MetLife. All remedies shall be cumulative and nonexclusive.

**Section 10.7 Notices.** All notices, requests, demands and other communications that are required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered personally, transmitted by facsimile, mailed by registered or certified mail, return receipt requested, e-mailed, or sent by commercial overnight courier to the other Party at the following address:

**Reverse Mortgage Loans:**

If to MetLife, to:

MetLife Home Loans, a division of MetLife Bank, N.A.  
1455 Broad Street, floor 2  
Bloomfield, New Jersey 07003  
Attn: Craig Corn, Vice President  
Phone: (973) 771-2300  
Fax: (732) 667-4675  
E-Mail: [ccorn@metlife.com](mailto:ccorn@metlife.com)

**Non-Reverse Mortgage Loans:**

MetLife Home Loans, a division of MetLife Bank, N.A.  
4000 Horizon Way  
Irving, TX 75063  
Attn: Broker Administration

If to Broker, to:

Name:  
Street Address  
City and State  
Attn:  
Phone:  
Fax:  
E-mail:

**Section 10.8 Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Texas, without given effect to the choice of law provisions thereunder. Any dispute that arises under or relates to this Agreement shall be resolved in any court of competent jurisdiction located in Dallas, Texas.

**Section 10.9 Severability.** In the case any provision in this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be construed and enforced as if it had been more narrowly drawn so as not to be invalid, illegal or unenforceable, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

**Section 10.10 Successors and Assigns.** This Agreement shall be binding upon the Parties and their respective successors and assigns and shall inure to the benefit of the Parties and their respective permitted successors and assigns. Broker may not assign this Agreement nor any rights hereunder, including, but not limited to, the right to receive compensation or money due hereunder. Broker shall not delegate any duty hereunder without the prior express written consent of MetLife. MetLife may assign its right and obligations under this Agreement by providing written notice to the Broker.

**Section 10.11 Relationship of Parties and Status of Broker.** MetLife and Broker agree that Broker is neither an agent nor an employee of MetLife and may not be construed as such by reason hereof. Instead, Broker is an independent contractor, and is hereby expressly prohibited from holding itself out as an agent, representative or employee of MetLife or as having any endorsement from or affiliation with MetLife. Broker shall have no authority to sign on behalf of MetLife or to commit MetLife in any manner whatsoever to fund loans. This Agreement shall not be deemed to appoint Broker as an attorney-in-fact of MetLife or create a power of attorney in Broker. Broker shall not make express or implied representations or warranties to loan applicants that conflict with the authority set forth herein. Broker is expressly prohibited from using the name of MetLife or the name of any parent, affiliate or subsidiary of MetLife in any advertising.

**Section 10.12 No Third Party Beneficiaries.** Except as expressly provided herein, nothing in this Agreement is intended to confer any right, remedy, obligation or liability upon any Person other than the parties hereto and their respective successors and permitted assigns.

**Section 10.13 Use of Name.** Without the prior written consent of MetLife, Broker shall not use any corporate names, logos, brand names, product names, symbols, trade names or services marks of MetLife or its Affiliates, or otherwise identify MetLife or its Affiliates, in any of Broker's advertising, marketing or promotional materials, presentations, publications, press releases, testimonials or any other materials distributed by Broker.

**Section 10.14 Right to Offset** Amounts owed by Broker to MetLife under this Agreement may, at the option of MetLife and in its sole discretion, be offset by MetLife against any payments then or thereafter owed by MetLife to Broker.

**Section 10.15 Attorney's Fees** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing Party or Parties shall be entitled to attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

**Section 10.16 Further Assurances** Broker shall perform any further acts and execute and deliver any documents that may be, in the opinion of MetLife, reasonably necessary to carry out the provisions of this Agreement. In the event MetLife receives notice that any Borrower has exercised his or her right of rescission after MetLife has disbursed any loan proceeds, Broker shall promptly return to MetLife all amounts collected by Broker from Borrower in connection with the Loan, regardless of whether such amounts were disbursed by Broker to other parties.

**Section 10.17. Facsimile and E-Mail Permission** To the fullest extent permitted by federal or state law broker expressly grants permission to MetLife to provide all notices, information or any other communications associated with or related to this Agreement or Broker's relationship with MetLife either by facsimile or e-mail transmission at any facsimile number or e-mail address now or hereinafter provided by Broker to MetLife.

**IN WITNESS WHEREOF**, each of the undersigned parties has caused this Mortgage Loan Broker Agreement to be duly executed by a duly authorized representative, all as of the date first written above.

**BROKER**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**METLIFE HOME LOANS**

**A Division of MetLife Bank, N.A.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### TABLE FUNDING ADDENDUM

This Table Funding Addendum is entered into by and between MetLife and Broker and is incorporated by reference into that certain Mortgage Loan Broker Agreement ( hereafter the "Agreement" ) executed by and between MetLife and Broker. Terms used in this Addendum and not herein defined have the meaning assigned in the Agreement.

Loans may be Table Funded by MetLife subject to the following terms and conditions and the Broker's covenants and representations contained in this addendum and the Agreement

**Closing and Assignment.** Broker agrees and covenants that Table Funded Loans shall close in the name of Broker and be simultaneously assigned to MetLife.

**Mandatory Delivery.** Broker acknowledges and covenants that Broker has a fiduciary duty to MetLife to immediately deliver to and assign to Metlife all eligible Table Funded Loans pursuant to the Agreement.

**Good Title.** Broker represents and warrants that the Loan is not assigned or pledged, and Broker has good and marketable title thereto, without any basis for forfeiture thereof, and Broker is the sole owner and holder of the Loan free and clear of any and all liens, pledges, charges of security interests of any nature and has full right and authority, subject to no interest or participation of, agreement with, or approval of, any other Person, to sell, assign and transfer the same pursuant to this Agreement.

**Transfer of Mortgage Loans.** Broker represents and warrants that with respect to each Mortgage Loan that is not recorded in the name of MERS or its designee, the Assignment, with respect to each Loan, will be recorded at the expense of the Broker and is acceptable for recording under the laws of the jurisdiction in which the related Mortgaged Property is located; the Broker also represents and warrants that the Mortgage Note contains all necessary endorsements.

**Reaffirmation of Agreement.** Broker reaffirms all of the Broker covenants and representations and warranties made in the Agreement and acknowledges such covenants and representations shall apply to each Table Funded Loan. Broker further agrees and acknowledges that each of Broker's duties and obligations under the Agreement shall apply to each Table Funded Loan.

**Reaffirmation of Indemnification.** Broker expressly reaffirms its indemnification obligations under Section 7.1 of the Agreement in the event Broker breaches any covenant, representation or warranty made under this Addendum or the Agreement.

**MetLife's Right and Remedies.** Broker acknowledges and agrees that if Broker breaches any covenant or representation or warranty under this Addendum or the Agreement that MetLife shall have all the right, remedies and indemnification to which it would otherwise be entitled under the Agreement, including, without limitation, the repurchase remedies contained in Section 7.2 of the Agreement.

**BROKER**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT “B”**

### **Points and Fees Restrictions**

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

- Origination fees
- Discount points (Bona fide discount points used to buy down the interest rate are **not** included)
- MetLife revenue fees (i.e., Administration fees, underwriting fees, processing fees, commitment fees, etc.)
- Mortgage Broker revenue fees (i.e., processing fees, application fees, administration fees, broker fees, etc., but excluding fees paid to third parties)
- Premium pricing (Yield Spread Premium)

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

- Bona fide discount points (i.e., points that reduce the par rate per MetLife’s applicable rate sheet)
- Fees paid for actual services rendered to third parties in connection with the mortgage loan origination (including those paid to affiliates), such as attorney's fees, notary's fees, and fees paid for property appraisal, credit reports, surveys, title examinations, flood certificates, home inspections, etc.
- The cost of mortgage insurance.
- The cost of title, hazard, and flood insurance policies.
- State or local transfer fees or taxes.

## **EXHIBIT C**

### **FAIR LENDING POLICY**

#### **Fair Lending Policy**

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

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

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

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

## EXHIBIT D

### PRIVACY REQUIREMENTS FOR OUTSIDE SERVICE PROVIDERS

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

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

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

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

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

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

## EXHIBIT E

### SOFTWARE LICENSE ADDENDUM

This Software License Addendum (“Software Addendum”) is made and entered into as of the date set forth below by and between **MetLife Home Loans, a division of MetLife Bank, N.A.**, a federally chartered bank organized and existing under the laws of the United States of America and with a principal place of business at 501 US Highway 22, Bridgewater, New Jersey 08807 (“METLIFE”) and the entity whose name and address is set forth below (“User”).

#### WITNESSETH:

**WHEREAS**, in connection with the origination of certain Loans, METLIFE desires to license to User and User desires to license from METLIFE, the Software in accordance with the terms herein.

**NOW, THEREFORE**, in consideration of the mutual covenants made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. Incorporation of Recitals.** The recitals set forth above are incorporated herein by reference.

**2. Definitions.** Except as otherwise provided herein, the capitalized terms set forth below shall have the following meanings:

“Access Rights” means the right of User and its Authorized Users to access the System.

“Authorized Users” means those Persons identified by User having Access Rights to use the Software, including a Non-Employee User. MetLife reserves the exclusive right to deny or revoke any Authorized User Designation.

“Damages” any direct or indirect demand, claim, payment, obligation, action or cause of action, assessment, loss, liability, cost, damage, deficiency or expense, including, but not limited to, penalties, interest on any amount payable to a third Person as a result of the foregoing, and any legal or other expense reasonably incurred in connection with investigating, defending, or responding to same, including, but not limited to, reasonable attorneys’ fees, accountants’ fees, expert witness fees and related fees and court costs.

“Designated Administrator” means an employee of User designated by User to set up and maintain the User IDs on behalf of User.

“Host Server” means the server(s) on which METLIFE has the Software installed for use by User and its Authorized Users.

“Non-Employee Users” means a Person who: (a) is not an employee of User or an affiliate of User; and (b) has been designated by User as an Authorized User, subject to the conditions set forth in **Section 7** herein.

“Parties” shall mean METLIFE and User and “Party” shall mean METLIFE or User, as the case may be.

“Person” means a natural person or any legal, commercial, or governmental entity, including, but not limited to, a corporation, general partnership, joint venture, limited partnership, limited liability company, trust, business association, savings association, commercial bank, other depository financial institution, group acting in concert, or any Person acting in a representative capacity.

“Proprietary Product” means those proprietary Loan products of METLIFE or an Affiliate thereof announced from time to time for which User may originate; provided, that User enter into and be subject to the terms and conditions of a Proprietary Product Addendum with METLIFE.

“Related Person” means a shareholder, officer, director, employee, agent or contractor of a Person.

“Software” means METLIFE’s proprietary computer programs (including any third Person products licensed by METLIFE and embedded in METLIFE’s computer programs), including, but not limited to, any modification, future releases, enhancement, interface, upgrade, or change, and all manuals, blueprints, diagrams, flow charts, specifications, functional descriptions, training materials or other documentation supplied to User by METLIFE.

“System” means the Software, the Host Server, and all equipment and connections maintained by METLIFE or its hosting subcontractor to allow User and its Authorized Users to access the Software and stored data.

“User Data” means the data that User shall process using the Software, as well as any information provided by User and its Authorized Users to gain Access Rights.

“User IDs” means one or more user names for an Authorized User to gain Access Rights.

**3. Grant of License.** Subject to the terms and conditions established herein, METLIFE hereby grants to User a limited, non-exclusive, non-transferable license, without right to sublicense, in connection with the origination of Loans by User, to: (a) gain Access Rights to use the Software to process the User Data; and (b) store User Data in a User database on the Host Server. User and its Authorized Users may only use the Software within the United States.

**4. Ownership Of Software.** User acknowledges the ownership of the Software in METLIFE and shall do nothing inconsistent with such ownership under this Software Addendum. All rights to the System not expressly granted to User herein are reserved by METLIFE. User acknowledges that the Software is the valuable property of METLIFE and that it is protected by copyright, trade secret, trademark and other intellectual property laws.

**5. Non-Exclusive License.** The license contemplated herein shall be non-exclusive, and METLIFE and its affiliates shall not be prohibited from using or granting any other license for the use of the Software under any terms and conditions that METLIFE or its affiliates deems advisable.

**6. Benefit of Use.** Except for the limited right of User to use the System during the term hereof in accordance with this Software Addendum, User shall not acquire or claim, or attempt to acquire or claim, any right, title or interest in or to the System by virtue of the use of the System hereunder by User. User hereby acknowledges the validity of the Software and the goodwill associated therewith, and shall not contest, directly or indirectly, the validity or ownership of the Software.

**7. Authorized Users.**

(a) **In General.** User shall designate and METLIFE shall assign a Designated Administrator one or more User IDs, passwords and/or security authentication measures, which will enable Authorized Users to gain Access Rights and use the Software. For each Authorized User, the Designated Administrator shall setup and maintain individual User IDs, passwords and/or security authentication measures, User ID and password resets, and security/password expirations in accordance with the terms of this Software Addendum.

(b) **Non-Employee Users.** User may designate Non-Employee Users as Authorized Users; *provided that:* (i) such Non-Employee User designation shall be in furtherance of User's business needs; (ii) Non-Employee Users shall only use the System in accordance with the terms and conditions and in furtherance of the business transactions contemplated herein.

(c) **Termination of Use.** User's and each Authorized User's rights to use the Software is at the sole discretion of METLIFE. METLIFE may revoke such rights at any time in METLIFE's sole discretion, with or without cause or reason.

(d) **Audit Rights.** User acknowledges that METLIFE shall be able to review User's and each Authorized User's use of the System. METLIFE shall have the right, upon reasonable notice to User and during normal business hours, to enter User and/or Authorized User's premises to audit User's and/or Authorized User's facilities, books and records as are reasonably required to monitor User's and Authorized User's compliance with this Software Addendum.

**8. Maintenance of Passwords.** In furtherance of User accepting responsibility for the use of all User IDs, passwords and/or security authentication measures by User and its Authorized Users, User shall take reasonable precautions to protect against the theft, loss or fraudulent use of such User IDs, passwords and/or security authentication measures. User shall immediately notify METLIFE of any suspected theft, loss or fraudulent use of such User IDs, passwords and/or security authentication measures. User shall use its best efforts to ensure that each Authorized User: (a) does not allow any other Person to gain Access Rights through use of such Authorized Users' User IDs and password; and (b) shall keep strictly confidential the User IDs and password and all other information that enables Access Rights. User shall immediately notify METLIFE upon termination of employment or reassignment of employees with Access Rights (or in the case of Non-Employee Users, the relationship between User and a Non-Employee User no longer requires a Non-Employee User to have Access Rights) so that User IDs may be changed and other necessary preventive measures may be taken by User to prevent unauthorized access. METLIFE may cancel or suspend User IDs, passwords and/or security authentication measures at any time in METLIFE's sole discretion, with or without cause or reason.

**9. Access Rights.** User shall not, and shall not allow its Related Persons, or any Authorized User or its Related Persons, to: (a) rent, lease, re-license or otherwise provide access to the System to any third Person; or (b) use any reverse compilation, decompilation or

disassembly techniques or similar methods to determine any design structure, concepts and construction method of the System or replicate the functionality of the System for any purpose.

**10. Security.** User shall and cause User and its Authorized Users to: (a) access and use the System in compliance with all applicable laws, statutes, rules and regulations, including, but not limited to, all laws relating to the security of personal information and related data; and (b) use its best efforts to ensure that security is maintained and that interaction with the System shall not result in the introduction of any computer viruses or other harmful computer code into any computer (or computer system) used by User or its Authorized Users.

**11. Disclaimer of Implied Warranties.** THE SOFTWARE IS PROVIDED “AS IS,” WITH ALL FAULTS AND DEFECTS, AND METLIFE MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SOFTWARE. METLIFE DISCLAIMS, AND USER WAIVES AND RELEASES ITS RIGHTS UNDER, ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY BUG, ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCONFORMITY IN THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY: (A) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; OR (C) CLAIM OF INFRINGEMENT. USER ASSUMES TOTAL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE AND SYSTEMS TO ACHIEVE USER’S INTENDED RESULTS, AND FOR THE USE AND RESULTS OBTAINED FROM THE SOFTWARE AND/OR SYSTEM, INCLUDING, BUT NOT LIMITED TO, THE FINANCIAL CALCULATIONS, LEGAL DOCUMENTS, DISCLOSURES AND RELATED FORMS AND AGREEMENTS RENDERED BY THE SOFTWARE. USER UNDERSTANDS AND ACKNOWLEDGES THAT: (A) METLIFE IS NOT A LICENSED ATTORNEY AND THUS MAY NOT RENDER LEGAL ADVICE; AND (B) USER SHOULD SEEK INDEPENDENT COUNSEL TO ENSURE THAT THE LEGAL DOCUMENTS, DISCLOSURES AND RELATED FORMS AND AGREEMENTS RENDERED BY THE SOFTWARE COMPLY WITH APPLICABLE LAW. USER ASSUMES TOTAL RESPONSIBILITY FOR THE USER DATA, REGARDLESS OF WHO INPUTS SUCH DATA INTO THE SYSTEM. METLIFE SHALL BE ENTITLED TO RELY ON THE USER DATA WITHOUT HAVING TO REVIEW SUCH DATA FOR ACCURACY OR COMPLETENESS. USER ACKNOWLEDGES THAT METLIFE’S LACK OF REVIEW SHALL NOT RESULT IN A WAIVER OF OR IMPAIR THE RIGHTS OF METLIFE UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES.

**12. Term and Termination.** This Software Addendum shall be effective as of the date written above. METLIFE may terminate this Software Addendum at any time for any reason.

**13. Indemnification.**

(a) In General. User shall be responsible for any breach of this Software Addendum by its Authorized User. User shall be responsible for enforcing the terms of this Software Addendum as to its Authorized Users and take such action, legal or otherwise, to the extent necessary to cause them to comply with the terms and conditions of this Software Addendum and thereby prevent any breach of this Software Addendum.

(b) Indemnification Obligation. In addition to any other rights and remedies that METLIFE may have, User shall defend, indemnify and hold METLIFE, its stockholders,

affiliates and respective officers, directors, employees, agents, successors and permitted assigns harmless from and against, and shall reimburse it or them for, any Damages arising from, in connection with or resulting from:

(i) any breach of, or any false, inaccurate, untrue or incomplete representation or warranty herein, including breaches resulting from actions or inactions of an Authorized User;

(ii) the breach, non-fulfillment or non-performance of any covenant, obligation, duty, condition or action required of User pursuant to this Software Addendum, including non-fulfillment or non-performance by an Authorized User;

(iii) any unauthorized act by User or an Authorized User not otherwise permitted under this Software Addendum; and/or

(iv) the willful misfeasance, bad faith, fraud, or negligence in the performance or failure to perform of the obligations, duties and covenants of User (including those performed by an Authorized User).

(c) Limitation. **IN NO EVENT SHALL METLIFE BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES HEREUNDER, EVEN IF USER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**14. Non-Solicitation.** METLIFE recognizes that the User Data is and shall continue to be the property of User until such time as User brokers or sells a Loan to METLIFE. Neither METLIFE or its agents or affiliates shall use the User Data to solicit a customer or prospective customer of User. Notwithstanding the foregoing, it is understood and agreed that: (a) promotions undertaken by METLIFE or any affiliate of METLIFE which are directed to the general public at large, including, without limitation, mass mailing based on commercially acquired mailing lists, newspaper, Internet, radio and television advertisements shall not constitute solicitation under this *Section 14*; and (b) once User brokers or sells a Loan to METLIFE, the non-solicitation restrictions and provisions of this Section 14 shall immediately terminate.

**15. Applicable Law.** This Software Addendum shall be governed by and construed in accordance with the laws of the State of New Jersey and applicable federal laws. It is agreed that the courts New Jersey have jurisdiction and are proper venue for any disputes arising under this Software Addendum.

**16. Rights of Assignment.** METLIFE may transfer or assign its rights and obligations under this Software Addendum. The rights, duties and obligations of User under this Software Addendum may not be transferred, assigned or sublicensed without the prior written consent of METLIFE.

**17. Entire Software Addendum.** This Software Addendum, and the material incorporated by reference, embody the entire agreement and understanding of the Parties hereto with respect to the subject matter of this Software Addendum, and supersede all prior and contemporaneous agreements and understandings relative to such subject matter. The terms of this Software Addendum may not be changed or altered in any way except by writing signed by the Parties.

**18. Severability.** If any provision of this Software Addendum shall be invalid, illegal or

unenforceable, such provision shall be severable from the remaining provisions of this Software Addendum, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**19. Attorney's Fees and Expenses.** If any Party shall bring suit against the other Party as a result of any alleged breach or failure by a Party to fulfill or perform any covenants or obligations under this Software Addendum, then the prevailing party in such action shall be entitled to receive from the non-prevailing party its reasonable attorney fees and expenses at both trial and appellate levels.

**20. Waiver.** Any forbearance by a Party in exercising any right or remedy under this Software Addendum or otherwise afforded by applicable law shall not be a waiver or preclude the exercise of that or any other right or remedy.

IN WITNESS WHEREOF, the Parties have caused this Software License Addendum to be executed as of this day of \_\_\_\_\_, 2009.

METLIFE HOME LOANS

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: President \_\_\_\_\_