

Attachment 1 to Appendix A
(Applicable to Reports with E&O and Gap Coverage)
Supplemental Terms Applicable to Property Report Services

The terms set forth in this Attachment 1 ("Property Report Terms") will apply to Instant and Manual Property Report Services that may be provided to Customer under the Agreement. These Property Report Terms are intended to supplement the Agreement and are subject to the terms and conditions set forth in the Agreement. Capitalized terms not defined herein have the meanings assigned to them in the Agreement.

Section 1.0. PRODUCTS, SERVICES AND USAGE:

1.1. Property Report: A "Property Report" is defined as a current owner real estate report exclusively compiled from public records that includes the current owner vesting information, legal description of the property, and all open mortgages, judgments, liens and encumbrances, and that is delivered by FirstClose to Customer, which is subject to these Property Report Terms.

1.2. Transfers of Loans or Servicing: FirstClose's obligation and liability under this Agreement passes with the loan if a transfer of the loan or its servicing occurs. Advanced notice to FirstClose of such transfer is not required. "Lender" refers to either Customer or transferee, as applicable.

1.3. Use of Property Report (Eligible Mortgage Loans): The Property Report may be used only by the Customer to evaluate and underwrite Refinance First Mortgage, Second Mortgage, and Home Equity Mortgage loans that meet the following criteria. Such loans are referred to herein as "Eligible Mortgage Loans".

- A. Home Equity Lines and Loans not to exceed \$500,000 loan amount
- B. Refinancing Loans not to exceed \$500,000 loan amount
- C. Credit report must be obtained on all borrowers and minimum credit score is 520
- D. Loan-to-value and combined Loan-to-value not to exceed 100%
- E. Loan must close within forty-five (45) days of the date of the Property Report
- F. Documents must be submitted for recordation within fifteen (15) days of funding
- G. Residential properties only
- H. Property must be in the United States of America

1.4. Ineligible Mortgage Loans: The following loans are excluded from Eligible Mortgage Loans.

- A. Loans on Commercial properties
- B. Loans on Residential properties of five (5) units or more
- C. Loans on Properties where prohibited by state law or located outside of the United States
- D. Purchase Money Loans

Section 2.0. OBLIGATIONS AND LIABILITIES:

2.1. Obligation: FirstClose shall (1) provide a Property Report to the Customer that is materially accurate based on the most current public data available and that discloses all open mortgages, judgments, liens and encumbrances on the property so that if the Lender's security interest in the property is correctly recorded, the security interest will be in the order of priority indicated by the Property Report; and (2) if FirstClose assumes the obligation to record the security interest, it will do so correctly, consistent with the information contained in the property report.

2.2. Liability: In the event FirstClose fails to meet the obligation set forth in Section 2.1 (its "Obligation") but subject to the terms and conditions of these Property Report Terms, FirstClose shall reimburse Lender for any direct financial loss ("Loss") incurred by Lender as a result of such failure; however, (a) FirstClose's total liability shall be limited to the least of the remedies set forth in Section 4.0 below ("Remedies"); and (b) FirstClose shall not have any liability for Loss actually or allegedly arising out of inaccurate information contained in the Property Report if Lender was aware of the inaccuracy of the information based upon information independently developed by Lender through such means as a borrower credit report, loan application or other means.

Section 3.0. CONDITIONS:

In the event FirstClose fails to meet its Obligation resulting in Loss to Lender, Lender may seek one of the Remedies only if all of the following conditions are met:

3.1. The Lender has a financial interest in the property pursuant to a loan agreement that is secured by a deed of trust or similar recorded security instrument; and

3.2. The Lender has documented that the loan is an Eligible Mortgage Loan; and

3.3. The Lender has timely paid all fees for the Property Report to FirstClose; and

3.4. The Lender has:

- A. Foreclosed upon and sold the secured property to a disinterested third party; or
- B. Exhausted all efforts to collect any portion of the outstanding mortgage balance owed by the mortgagor on the secured property. Lender will have exhausted all efforts to collect any portion of the outstanding balance owed by a mortgagor when:

1. The Eligible Mortgage Loan is in default; and
2. The Lender has made every reasonable attempt to collect, work out, or mitigate the deficiency in a manner consistent with their collection and loss mitigation practices and procedures; and
3. The Lender has presented to First Close a written determination, signed by an authorized representative of Lender, that the Eligible Mortgage Loan is commercially uneconomical to foreclose upon; and
4. Lender has charged-off the Eligible Mortgage Loan.

3.5. Neither the Lender nor any party submitting the claim for Loss on behalf of the Lender has committed fraud or misrepresentation with respect to any of the terms or conditions of these Property Report Terms; otherwise, the Property Report Terms are void with respect to the loan for which the claim for Loss is submitted.

Section 4.0. REMEDIES:

In the event FirstClose has failed to meet its Obligation under this Agreement, Lender has suffered a Loss, and Lender has satisfied the conditions set forth in Section 3.0 ("Conditions") and complied with the claim process set forth in Section 5.0 ("Claim Process"), FirstClose will reimburse Lender the least of:

4.1. The amount of the Loss directly attributable to the specific item(s) of information inaccurately contained in or missing or omitted from the Property Report; or

4.2. The original loan amount, or

4.3 The Lender's "Actual Financial Loss", as determined by:

A. The sum of:

1. The mortgagor's unpaid principal mortgage balance; and
2. Accrued and unpaid interest pursuant to the loan up to one hundred eighty (180) days; and
3. Outstanding escrow advances, if any; and
4. Reasonable attorney fees, not including fees or estimates of fees from Lender's staff counsel, and costs, not including Lender's overhead, incurred during foreclosure.

Less:

B. The sum of:

1. The amount collected as a result of the sale of the secured property to a disinterested third party; and
2. Proceeds received by the Lender from any source, to include but not limited to, credit life, accident and health, involuntary unemployment or hazard insurance serving to reduce the unpaid debt; and
3. Non-applied escrowed balances; and
4. Any other amounts collected or collectible and applied to, or that could be applied to, the repayment of the Eligible Mortgage Loan.

4.4 The maximum amount allowed by applicable state law.

4.5 \$500,000.

Section 5.0. CLAIM PROCESS:

In order to submit a claim for Loss under these Property Report Terms, Lender or its duly authorized representative shall comply with all of the following procedures and conditions. The failure to strictly comply shall render the claim for Loss void.

5.1. Submit a written claim for Loss to FirstClose within sixty (60) days of foreclosure sale, or within three hundred sixty five (365) days from the last loan payment if Lender has satisfied the conditions demonstrating the property is uneconomic to foreclose upon; and

5.2. Submit a signed proof of Loss to First Close within ninety (90) days of the claim for Loss.

5.3. Include the following documents and information in the proof of Loss:

- A. Documents and calculations evidencing the Lender's Actual Financial Loss;
- B. Copy of the original Property Report;
- C. Copy of the borrower credit report(s), application, affidavit, and loan file documents used to underwrite the loan;
- D. Documents and evidence demonstrating that the Property Report contains inaccurate information causing Loss, and;
- E. The amount of the Loss

5.4. Cooperate with FirstClose or its authorized representative in the investigation and settlement of the claim for Loss. Lender shall make every effort to mitigate its Loss to the greatest extent possible including taking actions to enforce its lien and/or correct any inaccuracies in the information contained in the Property Report or in the security instrument recorded by FirstClose.

Section 6.0. SETTLEMENT AND PAYMENT:

Payment due under the terms of these Property Report Terms shall be made within sixty (60) days after the Lender's claim for Loss, and the amount payable under these Property Report Terms, has been validated by FirstClose and the Lender has executed release documents appropriate to concluding the claim.

Section 7.0. TERMINATION/EXPIRATION OF PROPERTY REPORTS:

These Property Report Terms may be terminated by either party for any reason upon sixty (60) days advance written notice. Each Property Report issued pursuant to these Property Report Terms prior to termination or expiration will continue in effect for the life of the Eligible Mortgage Loan and remain subject to the terms and conditions here.

Attachment 2 to Appendix A
(Applicable to Reports with E&O, but without Gap Coverage)
Supplemental Terms Applicable to Instant Property Report Services

The terms set forth in this Attachment 2 ("Property Report Terms") will apply to Instant and Manual Property Report Services that may be provided to Customer under the Agreement. These Property Report Terms are intended to supplement the Agreement and are subject to the terms and conditions set forth in the Agreement. Capitalized terms not defined herein have the meanings assigned to them in the Agreement.

Section 1.0. PRODUCTS, SERVICES AND USAGE:

1.1. Property Report: A "Property Report" is defined as a current owner real estate report exclusively compiled from public records that includes the current owner vesting information, legal description of the property, and all open mortgages, judgments, liens and encumbrances, and that is delivered by FirstClose to Customer, which is subject to these Property Report Terms.

1.2. Transfers of Loans or Servicing: FirstClose's obligation and liability under these Property Report Terms passes to a transferee with the loan if a transfer of the loan or its servicing occurs. Advanced notice to FirstClose of such transfer is not required. "Lender" refers to Customer or transferee, as applicable.

1.3. Use of Property Report (Eligible Mortgage Loans): The Property Report may be used only by the Customer for mortgage loans that meet the following criteria. Such loans are referred to herein as "Eligible Mortgage Loans".

- A. Home Equity Lines and Loans not to exceed \$500,000 loan amount
- B. Refinancing Loans not to exceed \$500,000 loan amount
- C. Credit report must be obtained on all borrowers and minimum credit score is 520
- D. Loan-to-value and combined Loan-to-value not to exceed 100%
- E. Residential properties only
- F. Property must be in the United States of America

1.4. Ineligible Mortgage Loans: The following loans are excluded from Eligible Mortgage Loans.

- A. Loans on Commercial properties
- B. Loans on Residential properties of five (5) units or more
- C. Loans on Properties where prohibited by state law or located outside of the United States
- D. Purchase Money Loans

Section 2.0. OBLIGATIONS AND LIABILITIES:

2.1. Obligation: FirstClose shall (1) provide a Property Report to the Customer that is materially accurate based on the most current public data available and that discloses all open mortgages, judgments, liens and encumbrances on the property as of the effective date of the Property Report.

2.2. Liability: In the event FirstClose fails to meet the obligation set forth in Section 2.1 (its "Obligation") but subject to the terms and conditions of these Property Report Terms, FirstClose shall reimburse Lender for any direct financial loss ("Loss") incurred by Lender as a result of such failure; however, (a) FirstClose's total liability shall be limited to the least of the remedies set forth in Section 4.0 below ("Remedies"); and (b) FirstClose shall not have any liability for Loss actually or allegedly arising out of inaccurate information contained in the Property Report if Lender was aware of the inaccuracy of the information based upon information independently developed by Lender through such means as a borrower credit report, loan application or other means.

Section 3.0. CONDITIONS:

In the event FirstClose fails to meet its Obligation resulting in Loss to Lender, Lender may seek one of the Remedies only if all of the following conditions are met:

3.1. The Lender has a financial interest in the property pursuant to a loan agreement that is secured by a deed of trust or similar recorded security instrument; and

3.2. The Lender has documented that the loan is an Eligible Mortgage Loan; and

3.3. The Lender has timely paid all fees for the Property Report to FirstClose; and

3.4. The Lender has:

- A. Foreclosed upon and sold the secured property to a disinterested third party; or
- B. Exhausted all efforts to collect any portion of the outstanding mortgage balance owed by the mortgagor on the secured property. Lender will have exhausted all efforts to collect any portion of the outstanding balance owed by a mortgagor when:
 - 1. The Eligible Mortgage Loan is in default; and
 - 2. The Lender has made every reasonable attempt to collect, work out, or mitigate the deficiency in a manner consistent with their collection and loss mitigation practices and procedures; and
 - 3. The Lender has presented to First Close a written determination, signed by an authorized representative of Lender, that the Eligible Mortgage Loan is commercially uneconomical to foreclose upon; and

4. Lender has charged-off the Eligible Mortgage Loan.

3.5. Neither the Lender nor any party submitting the claim for Loss on behalf of the Lender has committed fraud or misrepresentation with respect to any of the terms or conditions of these Property Report Terms; otherwise, the Property Report Terms are void with respect to the loan for which the claim for Loss is submitted.

Section 4.0. REMEDIES:

In the event FirstClose has failed to meet its Obligation under this Agreement, Lender has suffered a Loss, and Lender has satisfied the conditions set forth in Section 3.0 ("Conditions") and complied with the claim process set forth in Section 5.0 ("Claim Process"), FirstClose will reimburse Lender the least of:

4.1. The amount of the Loss directly attributable to the specific item(s) of information inaccurately contained in or missing or omitted from the Property Report; or

4.2. The original loan amount, or

4.3 The Lender's "Actual Financial Loss", as determined by:

A. The sum of:

1. The mortgagor's unpaid principal mortgage balance; and
2. Accrued and unpaid interest pursuant to the loan up to one hundred eighty (180) days; and
3. Outstanding escrow advances, if any; and
4. Reasonable attorney fees, not including fees or estimates of fees from Lender's staff counsel, and costs, not including Lender's overhead, incurred during foreclosure.

Less:

B. The sum of:

1. The amount collected as a result of the sale of the secured property to a disinterested third party; and
2. Proceeds received by the Lender from any source, to include but not limited to, credit life, accident and health, involuntary unemployment or hazard insurance serving to reduce the unpaid debt; and
3. Non-applied escrowed balances; and
4. Any other amounts collected or collectible and applied to, or that could be applied to, the repayment of the Eligible Mortgage Loan.

4.4 The maximum amount allowed by state law.

4.5 \$500,000.

Section 5.0. CLAIM PROCESS:

In order to submit a claim for Loss under these Property Report Terms, Lender or its duly authorized representative shall comply with all of the following procedures and conditions. The failure to strictly comply shall render the claim for Loss void.

5.1. Submit a written claim for Loss to FirstClose within sixty (60) days of foreclosure sale, or within three hundred sixty five (365) days from the last loan payment if Lender has satisfied the conditions demonstrating the property is uneconomic to foreclose upon; and

5.2. Submit a signed proof of Loss to First Close within ninety (90) days of the claim for Loss.

5.3. Include the following documents and information in the proof of Loss:

- A. Documents and calculations evidencing the Lender's Actual Financial Loss;
- B. Copy of the original Property Report;
- C. Copy of the borrower credit report(s), application, affidavit, and loan file documents used to underwrite the loan;
- D. Documents and evidence demonstrating that the Property Report contains inaccurate information causing Loss, and;
- E. The amount of the Loss

5.4. Cooperate with FirstClose or its authorized representative in the investigation and settlement of the claim for Loss. Lender shall make every effort to mitigate its Loss to the greatest extent possible including taking actions to enforce its lien and/or correct any inaccuracies in the information contained in the Property Report or in the security instrument recorded by FirstClose.

Section 6.0. SETTLEMENT AND PAYMENT:

Payment due under the terms of these Property Report Terms shall be made within sixty (60) days after the Lender's claim for Loss, and the amount payable under these Property Report Terms, has been validated by FirstClose and the Lender has executed release documents appropriate to concluding the claim.

Section 7.0. TERMINATION/EXPIRATION OF PROPERTY REPORTS:

These Property Report Terms may be terminated by either party for any reason upon sixty (60) days advance written notice. Each Property Report issued pursuant to these Property Report Terms prior to termination or expiration will continue in effect for the life of the Eligible Mortgage Loan and remain subject to the terms and conditions hereof.

Attachment 3 to Appendix A
Alternative Valuation Report Service Agreement
(Supplemental Terms - Applies to AVM, PCR and FirstClose Desktop Valuation)
When Purchased by Customer

Section 1.0. PRODUCTS, SERVICES AND USAGE:

1.1. Alternative Valuation Report: An Alternative Valuation Report ("report") is defined as an automated valuation model (AVM) with property condition report, or a hybrid valuation delivered by FirstClose to Customer for a fee and which is subject to this Alternative Valuation Report Service Agreement ("service agreement").

1.2. Transfers of Loans or Servicing: FirstClose's "obligation" and "liability" under this "service agreement" passes to the transferee with the loan if a transfer of the loan or its servicing occurs. Advance notice to FirstClose of such transfer is not required. "Lender" refers to Customer or transferee, as applicable. The foregoing shall not apply, however, to "liability" which arises under paragraph B. of Section 2.2, Liability, wherein loan repurchase shall apply only to the Customer.

1.3. Use of Valuation Report (Eligible Mortgage Loans): The "report" may be used only by the Customer to evaluate and underwrite loans that meet the following criteria. Such loans are referred to herein as Eligible Mortgage Loans:

- A. First mortgage, refinance mortgage, home equity, and home equity lines of credit not to exceed \$1,000,000; and
- B. Credit report must be obtained on all borrowers and minimum FICO score is 520; and
- C. Loan-to-value and combined loan-to-value not to exceed 100%.

1.4. Ineligible Mortgage Loans: The following loans are excluded from Eligible Mortgage Loans:

- A. Commercial properties
- B. Residential properties of five (5) units or more
- C. Properties located outside of the United States

Section 2.0. OBLIGATIONS AND LIABILITIES:

2.1. "Obligation": FirstClose shall provide a "report" to the Customer that places an accurate value on the property. Accurate means that the value reported in the "report" is no more than one hundred and ten percent (110%) of the property value as determined by a "retrospective valuation" obtained by the Lender. However, if FirstClose disputes Lender's "retrospective valuation," accurate means that the value reported in the "report" is no more than one hundred and ten percent (110%) of the property value as determined by a "retrospective valuation" obtained in accordance with the dispute provisions set forth in Section 5.0, Claim Process. "Retrospective Valuation" means a valuation performed by unaffiliated and disinterested valuation firm that calculates the value of the property as of the date of the "report" using recognized valuation procedures and taking into account information reasonably knowable by FirstClose at the time the "report" was generated. The valuation does not reflect the customary discount due to foreclosure status or a discount for neglect and damage incurred after the date of the original appraisal.

2.2. "Liability": In the event that FirstClose fails to meet its "obligation," FirstClose shall reimburse Customer for any direct financial "loss" incurred by Customer as a result of such failure; however, FirstClose's total "liability" shall be limited to the least of Remedies set forth in 4.0 below.

- A. In the case of loan foreclosure or default the least of the Remedies set forth in Section 4.0 when Customer has satisfied conditions 3.1 through 3.7, in Section 3.0 Conditions; or
- B. In the case of loan repurchase demand from a Government Sponsored Enterprise (GSE): the least of the Remedies set forth in Section 4.4 when the Customer has satisfied all conditions, as revised in this Agreement, except for 3.5, in Section 3. Conditions.

Section 3.0. CONDITIONS:

In the event FirstClose fails to meet its "obligation" resulting in "loss" to Lender, Lender may seek Remedies under this Agreement if all of the following conditions are met:

3.1. Lender has timely paid all fees for the "report" to FirstClose; and

3.2. Lender has documented that the loan is an Eligible Mortgage Loan; and

3.3. Lender has a financial interest in the property pursuant to a mortgage agreement that is secured by a deed of trust or similar recorded security instrument; and

3.4. The "loss" is reported within seven (7) calendar years of the date of the "report"; and

3.5. Lender has:

- A. Foreclosed upon and sold the secured property to a disinterested third party; or
- B. Exhausted all efforts to collect any portion of the outstanding mortgage balance owed by the mortgagor on the secured property. Lender will have exhausted all efforts to collect any portion of the outstanding balance owed by a mortgagor when:
 1. The Eligible Mortgage Loan is in default; and
 2. Lender has made every reasonable attempt to collect, work out, or mitigate the deficiency in a manner consistent with their collection and loss mitigation practices and procedures; and
 3. Lender has presented to FirstClose a written determination, signed by an authorized representative of Lender that the Eligible Mortgage Loan is commercially uneconomical to foreclose upon; and
 4. Lender has charged-off the Eligible Mortgage Loan.

3.6. Neither Lender nor any party submitting the claim for "loss" on behalf of Lender has committed fraud or misrepresentation with respect to any of the terms or conditions of the "service agreement"; otherwise, the "service agreement" is void with respect to the loan for which the claim for "loss" is submitted.

3.7. Lender did not engage in adverse selection. Adverse selection includes obtaining "reports" from FirstClose on selected Eligible Mortgage Loans that (1) carry a higher default risk than the average loan meeting the criteria for Eligible Mortgage Loans, or (2) that are supported by "reports" that Lender has reason to believe fail to meet FirstClose's "obligation."

3.8. Lender is obligated to repurchase a performing loan from the transferee who first purchased the loan directly from the Customer owing solely to an inaccurate "report" and, such repurchase has been completed by the Lender and (1) Lender has made a reasonable effort to satisfy the purchaser's issue with the original "report"; and (2) Lender has received fair market value from a disinterested third party for the resale of the property.

Section 4.0. REMEDIES:

In the event FirstClose has failed to meet its "obligation" under this "service agreement," Lender has suffered a "loss," and Lender has satisfied the Conditions and complied with the Claim Process, FirstClose will reimburse Lender the least of:

4.1 Except with respect to "loss" where Lender has a repurchase demand and has satisfied Conditions 3.8 of this agreement, 100% of the difference between the "report" value and the value subsequently established by "retrospective valuation," (if deductible option is selected) less 10% of the "report" value; or

4.2 The Lender's actual financial "loss," as determined by:

A. The sum of:

1. The mortgagor's unpaid principal mortgage balance; and
2. Accrued and unpaid interest pursuant to the loan up to one hundred eighty (180) calendar days; and
3. Outstanding escrow advances, if any; and
4. Reasonable attorney fees, not including fees or estimates of fees from Lenders staff counsel, and costs, not including Lender's overhead, incurred during foreclosure.

Less:

B. The sum of:

1. The amount collected as a result of the sale of the secured property to a disinterested third party; and
2. Proceeds received by Lender from any source, to include but not limited to, credit life, accident and health, involuntary unemployment or hazard insurance serving to reduce the unpaid debt; and
3. Non-applied escrowed balances; and
4. Any other amounts collected or collectible and applied to, or that could be applied to, the repayment of the Eligible Mortgage Loan; or

4.3 \$100,000

4.4 With respect to "loss" where Customer has a repurchase demand and has satisfied all Conditions, including Condition 3.8, the lesser of the amount specified in Remedy 4.3 or 100% of the difference between the repurchase cost (less any fees, penalties, or other administrative charges) of the loan from the transferee who first purchased the loan directly from the Customer and, the proceeds of the subsequent sale of said loan.

Section 5.0. CLAIM PROCESS:

In order to submit a claim for "loss" under this "service agreement," Lender or its duly authorized representative shall comply with all of the following procedures and conditions. The failure to strictly comply shall render the claim for "loss" void.

5.1. Submit a written claim for "loss" to FirstClose within sixty (60) calendar days of foreclosure sale or repurchase sale, or three hundred sixty-five (365) calendar days from the date of the last loan payment if Lender has satisfied the conditions demonstrating that the property is uneconomic to foreclose upon; and

5.2. Submit a signed written proof of loss to FirstClose within ninety (90) calendar days of the date of the notice of a claim for "loss"; and

5.3. Include the following items in the proof of loss:

- A. A "retrospective valuation" of the property performed on Lender's behalf; and
- B. In the event of foreclosure, evidence of foreclosure and documents relating to subsequent sale of property to a disinterested third party; and
- C. In the event of default, evidence that all of the Conditions have been met; and
- D. Documents and calculations evidencing Lender's actual financial loss; and
- E. With respect to "loss" where Lender has a repurchase demand and has satisfied Conditions 3.8 of this agreement, (i) a copy of the document requiring repurchase of the loan from the transferee who first purchased the loan from the Lender (ii) evidence of said repurchase cost (iii) a copy of the document evidencing sale price of loan subsequent to its repurchase; and

5.4. Cooperate with FirstClose and their authorized representatives in the investigation and settlement of the claim for "loss." Lender shall make every effort to mitigate its "loss" to the greatest extent possible.

Should FirstClose dispute the claim, the amount of "loss" claimed, or the decision of Customer not to foreclose, FirstClose shall provide Lender with the reason(s) for the dispute.

Should FirstClose dispute the value stated in Lender's "retrospective valuation", FirstClose shall select an unaffiliated and disinterested professional valuation firm to perform a second "retrospective valuation" of the secured property. Prior to performing this "retrospective valuation", FirstClose shall present its selection of the valuation firm to Lender. Lender shall either accept FirstClose's proposed valuation firm or propose a different valuation firm meeting the same qualifications within thirty (30) calendar days. FirstClose shall either accept Lender's proposed valuation firm within thirty (30) calendar days, or disapprove of such valuation firm, in which case the two disapproved valuation firms shall select a third valuation firm, meeting the same qualifications, within fifteen (15) calendar days. If Lender accepts FirstClose's proposed valuation firm, FirstClose shall pay for the valuation. If Lender rejects FirstClose's proposed valuation firm and FirstClose accepts Lender's proposed valuation firm, Lender shall pay for the valuation. If the valuation firm is chosen by the two-disapproved valuation firms, Lender and FirstClose shall share equally in the cost of the valuation. The chosen valuation firm shall perform a "retrospective valuation" within thirty (30) calendar days after selection. This "retrospective valuation" shall be binding on both Lender and FirstClose and shall determine the final valuation of the property.

Section 6.0. SETTLEMENT AND PAYMENT:

Payment due under the terms of this "service agreement" shall be made within thirty (30) calendar days after the Lender's claim for "loss," and the amount payable under the "service agreement" has been validated by FirstClose and Lender has executed release documents appropriate to concluding the claim.

Section 7.0. TERMINATION:

This "service agreement" may be terminated by either party for any reason upon sixty (60) calendar days advance written notice.

ATTACHMENT 4
VALUATION REPORT SERVICE AGREEMENT
Supplemental Terms - Applies to Full, Drive-By and Desktop Valuation
When Purchased by Customer

Section 1.0. PRODUCTS, SERVICES AND USAGE:

1.1. Valuation Report: A Valuation Report ("report") is defined as an interior (full appraisal), exterior (drive-by) or desktop real estate valuation delivered by FirstClose to Customer for a fee, and which is subject to this Valuation Report Service Agreement ("service agreement").

1.2. Transfers of Loans or Servicing: FirstClose's "obligation" and "liability" under this "service agreement" passes to the transferee with the loan if a transfer of the loan or its servicing occurs. Advance notice to FirstClose of such transfer is not required. "Lender" refers to Customer or a transferee, as applicable. The foregoing shall not apply, however, to "liability" which arises under paragraph B. of Section 2.2, Liability, wherein loan repurchase shall apply only to the Customer.

1.3. Use of Valuation Report (Eligible Mortgage Loans): The "report" may be used only by the Customer to evaluate and underwrite loans that meet the following criteria. Such loans are referred to herein as Eligible Mortgage Loans:

- A. First mortgage, refinance mortgage, home equity, and home equity lines of credit not to exceed \$3,000,000; and
- B. Credit report must be obtained on all borrowers and the minimum FICO score is 520; and
- C. Loan-to-value and combined loan-to-value not to exceed 100%

1.4. Ineligible Mortgage Loans: The following loans are excluded from Eligible Mortgage Loans:

- A. Loans on Commercial properties
- B. Loans on Residential properties of five (5) units or more
- C. Loans on Properties located outside of the United States

Section 2.0. OBLIGATIONS AND LIABILITIES:

2.1. "Obligation": FirstClose shall provide a "report" to the Customer that places an accurate value on the property. Accurate means that the value reported in the "report" is no more than one hundred and eight percent (108%) of the property value as determined by a "retrospective valuation" obtained by the Lender. However, if FirstClose disputes Lender's "retrospective valuation," accurate means that the value reported in the "report" is no more than one hundred and eight percent (108%) of the property value as determined by a "retrospective valuation" obtained in accordance with the dispute provisions set forth in Section 5.0, Claim Process. "Retrospective Valuation" means a valuation performed by unaffiliated and disinterested valuation firm that calculates the value of the property as of the date of the "report" using recognized valuation procedures and taking into account information reasonably knowable by the FirstClose at the time the "report" was generated. The valuation does not reflect the customary discount due to foreclosure status or a discount for neglect and damage incurred after the date of the original appraisal.

2.2. "Liability": In the event that FirstClose fails to meet its "obligation," FirstClose shall reimburse the Lender for any direct financial "loss" incurred by the Lender as a result of such failure; however, FirstClose's total "liability" shall be limited to the least of:

- A. In the case of loan foreclosure or default: the least of the Remedies set forth in Section 4.0 when Lender has satisfied conditions 3.1 through 3.7, in Section 3.0 Conditions; or
- B. In the case of loan repurchase demand from a Government Sponsored Enterprise (GSE): the least of the Remedies set forth in Section 4.4 when the initial Lender has satisfied all conditions, as revised in this Agreement, except for 3.5, in Section 3. Conditions

Section 3.0. CONDITIONS:

In the event FirstClose fails to meet its "obligation" resulting in "loss" to Lender, Lender may seek Remedies under this Agreement if all of the following conditions are met:

3.1. The Lender has timely paid all fees for the "report" to FirstClose; and

3.2. The Lender has documented that the loan is an Eligible Mortgage Loan; and

3.3. The Lender has a financial interest in the property pursuant to a mortgage agreement that is secured by a deed of trust or similar recorded security instrument; and

3.4. The "loss" is reported within seven (7) calendar years of the date of the "report"; and

3.5. The Lender has:

- A. Foreclosed upon and sold the secured property to a disinterested third party; or
- B. Exhausted all efforts to collect any portion of the outstanding mortgage balance owed by the mortgagor on the secured property. Lender will have exhausted all efforts to collect any portion of the outstanding balance owed by a mortgagor when:

- 1. The Eligible Mortgage Loan is in default; and
- 2. The Lender has made every reasonable attempt to collect, work out, or mitigate the deficiency in a manner consistent with their collection and loss mitigation practices and procedures; and
- 3. The Lender has presented to FirstClose a written determination, signed by an authorized representative of Lender that the Eligible Mortgage Loan is commercially uneconomical to foreclose upon; and
- 4. Lender has charged-off the Eligible Mortgage Loan.

3.6. Neither the Lender nor any party submitting the claim for "loss" on behalf of the Lender has committed fraud or misrepresentation with respect to any of the terms or conditions of the "service agreement"; otherwise, the "service agreement" is void with respect to the loan for which the claim for "loss" is submitted.

3.7. The Lender did not engage in adverse selection. Adverse selection includes obtaining "reports" from FirstClose on selected Eligible Mortgage Loans that (1) carry a higher default risk than the average loan meeting the criteria for Eligible Mortgage Loans, or (2) that are supported by "reports" that the Lender has reason to believe fail to meet FirstClose's "obligation."

3.8. The Lender is obligated to repurchase a performing loan from the transferee who first purchased the loan directly from the Customer owing solely to an inaccurate "report" and, such repurchase has been completed by the Lender and (1) Lender has made a reasonable effort to satisfy the purchaser's issue with the original "report"; and (2) Lender has received fair market value from a disinterested third party for the resale of the property.

Section 4.0. REMEDIES:

In the event FirstClose has failed to meet its "obligation" under this "service agreement," Lender has suffered a "loss," and Lender has satisfied the Conditions and complied with the Claim Process, FirstClose will reimburse Lender the least of:

4.1 Except with respect to "loss" where Lender has a repurchase demand and has satisfied Conditions 3.8 of this agreement, 100% of the difference between the "report" value and the value subsequently established by "retrospective valuation," or

4.2 The Lender's actual financial "loss," as determined by:

A. The sum of:

1. The mortgagor's unpaid principal mortgage balance; and
2. Accrued and unpaid interest pursuant to the loan up to one hundred eighty (180) calendar days; and
3. Outstanding escrow advances, if any; and
4. Reasonable attorney fees, not including fees or estimates of fees from Lender's staff counsel, and costs, not including Lender's overhead, incurred during foreclosure.

Less:

B. The sum of:

1. The amount collected as a result of the sale of the secured property to a disinterested third party; and
2. Proceeds received by the Lender from any source, to include but not limited to, credit life, accident and health, involuntary unemployment or hazard insurance serving to reduce the unpaid debt; and
3. Non-applied escrowed balances; and
4. Any other amounts collected or collectible and applied to, or that could be applied to, the repayment of the Eligible Mortgage Loan; or

4.3 \$250,000.

4.4 With respect to "loss" where Customer has a repurchase demand and has satisfied all Conditions, including Condition 3.8, the lesser of the amount specified in Remedy 4.3 or 100% of the difference between the repurchase cost (less any fees, penalties, or other administrative charges) of the loan from the transferee who first purchased the loan directly from the Customer and, the proceeds of the subsequent sale of said loan.

Section 5.0. CLAIM PROCESS:

In order to submit a claim for "loss" under this "service agreement," the Lender or its duly authorized representative shall comply with all of the following procedures and conditions. The failure to strictly comply shall render the claim for "loss" void.

5.1. Submit a written claim for "loss" to FirstClose within sixty (60) calendar days of foreclosure sale or repurchase sale, or three hundred sixty-five (365) calendar days from the date of the last loan payment if the Lender has satisfied the conditions demonstrating that the property is uneconomic to foreclose upon; and

5.2. Submit a signed written proof of loss to FirstClose within ninety (90) calendar days of the date of the notice of a claim for "loss"; and

5.3. Include the following items in the proof of loss:

- A. A "retrospective valuation" of the property performed on Lender's behalf; and
- B. In the event of foreclosure, evidence of foreclosure and documents relating to subsequent sale of property to a disinterested third party; and
- C. In the event of default, evidence that all of the Conditions have been met; and
- D. Documents and calculations evidencing Lender's actual financial loss; and
- E. With respect to "loss" where Lender has a repurchase demand and has satisfied Conditions 3.8 of this agreement, (i) a copy of the document requiring repurchase of the loan from the transferee who first purchased the loan from the Lender (ii) evidence of said repurchase cost (iii) a copy of the document evidencing sale price of loan subsequent to its repurchase; and

5.4. Cooperate with FirstClose and their authorized representatives in the investigation and settlement of the claim for "loss." Lender shall make every effort to mitigate its "loss" to the greatest extent possible.

Should FirstClose dispute the claim, the amount of "loss" claimed, or the decision of the Lender not to foreclose, FirstClose shall provide Lender with the reason(s) for the dispute.

Should FirstClose dispute the value stated in Lender's "retrospective valuation", FirstClose shall select an unaffiliated and disinterested professional valuation firm to perform a second "retrospective valuation" of the secured property. Prior to performing this "retrospective valuation", FirstClose shall present its selection of the valuation firm to Lender. Lender shall either accept FirstClose's proposed valuation firm or propose a different valuation firm meeting the same qualifications within thirty (30) calendar days. FirstClose shall either accept Lender's proposed valuation firm within thirty (30) calendar days, or disapprove of such valuation firm, in which case the two disapproved valuation firms shall select a third valuation firm, meeting the same qualifications, within fifteen (15) calendar days. If Lender accepts FirstClose's proposed valuation firm, FirstClose shall pay for the valuation. If Lender rejects FirstClose's proposed valuation firm and FirstClose accepts Lender's proposed valuation firm, Lender shall pay for the valuation. If the valuation firm is chosen by the two-disapproved valuation firms, Lender and FirstClose shall share equally in the cost of the valuation. The chosen valuation firm shall perform a "retrospective valuation" within thirty (30) calendar days after selection. This "retrospective valuation" shall be binding on both Lender and FirstClose and shall determine the final valuation of the property.

Section 6.0. SETTLEMENT AND PAYMENT:

Payment due under the terms of this "service agreement" shall be made within thirty (30) calendar days after the Lender's claim for "loss," and the amount payable under the "service agreement" has been validated by FirstClose and the Lender has executed release documents appropriate to concluding the claim.

Section 7.0. TERMINATION:

This "service agreement" may be terminated by either party for any reason upon sixty (60) calendar days advance written notice.

ATTACHMENT 5
FCRA Permissible Purpose Agreement

The terms set forth in this Appendix C ("FCRA Terms") will apply to credit reporting services that may be provided to Customer under the Agreement. These FCRA Terms are intended to supplement the Agreement and are subject to the terms and conditions set forth in the Agreement. Capitalized terms not defined herein have the meanings assigned to them in the Agreement.

1. CUSTOMER is a lender that has a permissible purpose for obtaining consumer report information in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto ("FCRA"). CUSTOMER certifies that its permissible purpose is; "In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer.
2. CUSTOMER certifies that it shall use the consumer report information: (a) solely for the FirstClose's certified use(s); and (b) solely for CUSTOMER's exclusive one-time use. CUSTOMER shall not request, obtain or use consumer report information for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with CUSTOMER's own data, or otherwise in any service which is derived from the consumer reports. The consumer report information shall be requested by, and disclosed by CUSTOMER only to CUSTOMER's designated and authorized employees having a need to know and only to the extent necessary to enable CUSTOMER to use the Consumer Report information in accordance with this Agreement. CUSTOMER shall ensure that such designated and authorized employees shall not attempt to obtain any consumer report information on themselves, associates, or any other person except in the exercise of their official duties.
3. CUSTOMER will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
4. THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.
5. CUSTOMER shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that CUSTOMER may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless otherwise explicitly authorized in an agreement between FirstClose and CUSTOMER for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through FirstClose., CUSTOMER shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.
6. With just cause, such as violation of these FCRA Terms of the CUSTOMER's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the CUSTOMER's agreement, FirstClose may, upon its election, discontinue serving the CUSTOMER and cancel the agreement immediately.
7. CUSTOMER will request Scores only for CUSTOMER's exclusive use. CUSTOMER may store Scores solely for CUSTOMER's own use in furtherance of CUSTOMER's original purpose for obtaining the Scores. CUSTOMER shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person, except (i) to those employees of CUSTOMER with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of CUSTOMER who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to CUSTOMER and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; (iv) to government regulatory agencies; or (v) as required by law.