



Online Broker Manual

This Online Broker Manual (referred to herein as “Online Broker Manual” or “Broker Manual”) is provided by Union National Mortgage Co. (“UNM”), having its principal place of business at 8241 Dow Circle West, Strongsville, OH 44136 for its Approved Mortgage Brokers (referred to herein as “Broker” or collectively as “Brokers”). UNM publishes this Broker Manual via its secured website to inform Brokers of its policies procedures, guidelines, announcements and other broker communications, as may be amended from time to time. Broker shall review this Broker Manual and is responsible for reviewing any amendments or modifications hereto as such amendments or modifications are published.

TABLE OF CONTENTS

Section 1. Definitions.....	Error! Bookmark not defined.
1.1 Definitions.....	2
Section 2. Mortgage Loan Guidelines.	3
2.1 General Responsibilities of Broker.....	3
2.2 Mortgage Loan Packages.....	4
2.3 Pricing.....	5
2.4 Dual Capacity.....	5
2.5 Document Retention.	5
2.6 Compliance with Requests for Missing or Additional Documentation.....	6
Section 3. Underwriting, Loan Approval and Funding.....	6
3.1 Underwriting the Loans.	6
3.2 No Liability.....	6
3.3 Approval of Loans by UNM.....	6
3.4 No Table funding.....	7
3.5 Notice of Adverse Action.....	7
Section 4. Warranties and Representations Regarding Individual Loans.....	7
4.1 Applicant Identification and Privacy.....	7
4.2 Credit Report.....	7
4.3 Investigation.....	7
4.4 Documents and Information.	7
4.5 Appraisals.	8
4.6 No Omissions.....	8
4.7 Compliance with UNM Requirements.....	8
4.8 Applicant’s Funds.....	8
4.9 No Oral Promises.....	8
4.10 Broker Compensation.....	8
4.11 Points and Fees.....	9

4.12	Mortgage Improvement Disclosure Act.....	9
4.13	No High Cost Loans.....	9
4.14	Higher-Priced Mortgage Loans.....	9
4.15	No Predatory Loans.	9
4.16	FHA/VA Loans.	10
4.17	MI Insurance.	10
4.18	Compliance with FNMA, FHLMC or Investor Guidelines.....	10
4.19	Compliance with Laws.	10
4.20	Anti-Steering.....	10
4.21	Prepayment Penalties.....	11
4.22	Tangible Net Benefit.....	11
4.23	No Third Party Originators.	11
4.24	Insurance Refunds.....	12
4.25	Communications Received by Broker.	12
4.26	Representation and Warranties.	12
Section 5.	Broker Notifications regarding Individual Loans.....	12
5.1	Specific Notifications.....	12
Section 6.	Repurchase Procedures.....	13
6.1	Repurchase Documentation.....	13
6.2	Servicing of Repurchased Loans.....	13
Section 7.	Miscellaneous.....	14
7.1	No Solicitation of Refinancing.....	14
7.2	Lock-In Fees and Excessive Fallout.....	14
7.3	Modifications and Amendments to Online Broker Manual.....	14
7.4	Conflict.....	14

Section 1. Definitions.

1.1 Definitions.

- (a) “Loan” means 1-4, single family, residential, first and second lien mortgage loan(s).
- (b) “Applicant” means the consumer(s) applying for a Loan.
- (c) “Mortgage Loan Package” means, without limitation, the Applicant’s Loan application and all the documents, information and reports necessary and required by UNM to determine an Applicant’s eligibility for a Loan prior to making a decision whether to approve a Loan and any documents, information and reports necessary for UNM to fund a Loan in accordance with UNM’s then existing wholesale broker program requirements, as may be changed from time to time.

- (d) “Wholesale broker program requirements” means, without limitation, the terms, conditions, guidelines, policies, procedures, pricing information, secondary market standards, or any other requirements of UNM (as amended from time to time) in determining whether to accept, approve, underwrite, or fund a Loan, that are in effect at the time each Mortgage Loan Package is submitted to UNM.
- (e) “Applicable Law” means, without limitation, any federal, state or local law, ordinance, act, rule, regulations and interpreting comments, opinions or rulings, as amended, including applicable law for any governmental body or agency granting a license or authority to originate Loans.
- (f) “Wholesale Broker Agreement” means the Wholesale Broker Agreement signed by Broker and UNM setting forth the contractual obligations of the parties.

Section 2. Mortgage Loan Guidelines.

- 2.1 General Responsibilities of Broker. With respect to each Loan submitted by Broker to UNM for underwriting, approval and funding, Broker shall furnish to UNM, at Broker's expense, such credit data, financial statements, appraisals, real estate information and such additional items as UNM may from time to time require prior to making a decision on whether to fund a Loan. Further, Broker agrees to perform such other functions as UNM may require from time to time, including:
 - (a) Undertake all personal interviews with Applicant and assist Applicant in filling out the Loan application(s);
 - (b) Have and maintain ongoing contact with Applicant from the time of application until closing;
 - (c) Educate and assist Applicant in understanding the home buying and financing process, discuss the different types of loan products available, explain the qualification and eligibility requirements for each product, and demonstrate how closing costs and monthly payments may vary under each product;
 - (d) Timely deliver to Applicant a good faith estimate meeting the requirements of the Real Estate Settlement Procedures Act (“RESPA”) and any applicable state law within three (3) days of receipt of the Loan application;

- (e) Provide to Applicant such additional disclosures as are required to be provided by Broker, UNM or applicable law including, without limitation, disclosures required by UNM or applicable law in connection with fees and charges, including mortgage insurance and broker compensation (including yield spread premiums), disclosures required by federal, state or local truth-in-lending laws, disclosures required by applicable law that govern and regulate mortgage broker conduct and disclosures related to the risks of certain loans to Applicant;
- (f) Gather all information and documentation needed to complete the Loan application including applicable information required by applicable law;
- (g) Collect and analyze financial information and related documents and assist Applicant in determining the mortgage that Applicant can afford;
- (h) Assist Applicant in identifying potential credit problems and obtaining letters of explanation;
- (i) Keep Applicant apprised of the status of Applicant's application and communicate any changes in the Loan terms within a reasonable timeframe;
- (j) Maintain regular contact with Applicant, real estate agents, and UNM, as needed from time of application to closing;
- (k) Participate in the Loan closing, if applicable; and
- (l) Perform any other service as UNM may from time to time reasonably request.

2.2 Mortgage Loan Packages. Broker shall provide, or cause to be provided to, UNM a Mortgage Loan Package for each Loan submitted to UNM or approval, underwriting and funding. Each Mortgage Loan Package shall include the following:

- (a) Applicable Loan submission form, as required by UNM;
- (b) A completed Uniform Residential Loan Application (Form 1003) signed by Applicant and all disclosures as required by applicable law;
- (c) The initial good faith estimate of the dollar amount or a range for each settlement charge (including any yield spread premiums) that Applicant is likely to incur in connection with the Loan and upon

any material changes to the Loan terms, the timely re-disclosure provided to Applicant;

- (d) All supporting documentation required by the applicable loan program, including, without limitation, credit data or reports, financial statements, verifications of income assets or liabilities, and title work;
- (e) All disclosures and information required to be provided to Applicant by this Agreement, the applicable Loan program or applicable law.
- (f) Such other documents as UNM may from time to time reasonably request.

Broker shall be responsible for causing each Mortgage Loan Package to be prepared accurately and in accordance with UNM's broker program requirements in effect at the time such Mortgage Loan Package is submitted and on such terms, conditions and requirements as UNM specifies from time to time prior to making a decision on whether to accept, approve or fund a Loan.

- 2.3 Pricing. Broker may submit Mortgage Loan Packages to UNM based on UNM pricing information and wholesale broker program requirements in effect at the time such Mortgage Loan Package is submitted. Broker may register a Loan with UNM or lock-in an interest rate with UNM by such means as UNM may from time to time specify.
- 2.4 Dual Capacity. Broker shall not serve as a real estate agent or earn a real estate sales commission on any transaction for which Broker is serving as the mortgage broker without the express prior written consent of UNM. UNM will not grant such consent for FHA or VA loans. Broker shall not serve as an investment adviser for any Applicant for which Broker is serving as the mortgage broker without the express prior written consent of UNM. Broker must notify UNM in writing at the time Broker submits its Broker Approval Package if it desires to serve in such dual capacity and must submit to UNM a copy of any disclosure of its dual capacity that Broker is required by applicable law to provide to Applicant. Notification by Broker shall not constitute approval by UNM.
- 2.5 Document Retention. Broker shall implement and maintain a sufficient document retention program for Mortgage Loan Packages submitted to UNM regardless if such Loan is actually funded by UNM. Such document retention program shall, at a minimum, provide for the retention of documents related to the Loans for the period(s) of time required by applicable law and shall otherwise comply with all applicable law. In any event, Broker is required to maintain all documents for a period of three (3) years. Upon request of UNM, Broker shall promptly provide a copy of any such document to UNM.

- 2.6 Compliance with Requests for Missing or Additional Documentation. Broker shall comply with any request by UNM for missing, corrected or additional documentation related to a Loan. Broker shall promptly comply with any such request, regardless of whether the request was made prior to or after the closing of the related Loan, but, unless otherwise agreed by UNM, Broker shall comply with any such request within ten (10) days after receipt of a request from UNM.

Section 3. Underwriting, Loan Approval and Funding.

- 3.1 Underwriting the Loans. Upon receipt from Broker of a complete Mortgage Loan Package, in its sole and absolute discretion, UNM may underwrite and approve or deny a Loan based on UNM's then current guidelines or requirements applicable to the type of Loan being sought, as the same may be amended by UNM from time to time. UNM and Broker agree that UNM may conclusively rely on all information, documents, and reports contained in the Mortgage Loan Package supplied to it and submitted by Broker and the authenticity and accuracy contained therein. UNM's failure to conduct an independent investigation with respect to the Mortgage Loan Package shall not affect or modify the representations and warranties made by Broker herein or the rights and remedies available to UNM for a breach thereof.
- 3.2 No Liability. UNM shall have no liability to Broker for UNM's failure to underwrite any Loan in accordance with the applicable guidelines except to the extent such failure constitutes willful misconduct by UNM.
- 3.3 Approval of Loans by UNM. If UNM, in its sole and absolute discretion, approves a Mortgage Loan Package, UNM shall issue an approval setting forth the conditions upon which UNM shall fund the subject Loan, along with the expiration date of the approval (the "Loan Approval"). UNM shall have no obligation to fund a Loan prior to the fulfillment of all funding conditions contained in or after expiration of the Loan Approval. UNM shall not be obligated to fund any Loan that does not, in UNM's sole discretion, comply with the terms of this Agreement, or the related Loan Approval. Notwithstanding anything to the contrary contained in this Agreement, UNM shall have no obligation to accept, approve or fund any Loan submitted to it by Broker. Broker and UNM expressly agree and acknowledge that Broker shall have no right, power or authority, express or implied, to approve a Loan application, orally or in writing, on behalf of UNM or to issue to Applicant any type of commitment to loan funds on behalf of UNM or to represent to any person that UNM has approved or will approve any Mortgage Loan Package or that UNM has issued or will issue a binding commitment to fund any Mortgage Loan Package.

- 3.4 No Table funding. Broker understands that UNM does not “tablefund” loans (defined as where the closing documents are prepared by UNM or a third party in the name of Broker with the settlement funds provided by UNM) and Broker agrees not to submit tablefunded loans to UNM.
- 3.5 Notice of Adverse Action. If UNM rejects or denies a Loan or makes a counteroffer to Applicant, UNM shall prepare in UNM’s name and deliver to Broker a notification of adverse action in accordance with the Equal Credit Opportunity Act. Broker shall be responsible for delivering the notification of adverse action to Applicant in the time and manner specified by the Equal Credit Opportunity Act and any applicable law, although UNM may also deliver the notification of adverse action to Applicant.

Section 4. Warranties and Representations Regarding Individual Loans.

Broker represents, warrants, and covenants to UNM that the following are true and correct with respect to each Loan as of the date UNM approves or funds such Loan:

- 4.1 Applicant Identification and Privacy. Broker warrants that it has personally met all Applicants and obtained written verification (i.e., photo driver’s license or passport) of such Applicant’s identity. With respect to each Loan and the related Applicant, Broker shall comply with Title V of the Gramm-Leach-Bliley Act of 1999, as amended, and all applicable regulations promulgated thereunder, and shall provide all notices required thereunder or any applicable state privacy laws.
- 4.2 Credit Report. Broker shall obtain authorization from each Applicant to investigate Applicant’s credit and shall obtain accurate and reliable credit reports from credit reporting agencies, at Broker’s cost and expense.
- 4.3 Investigation. Broker warrants that all Mortgage Loan Packages have been fully investigated by Broker and that all representations contained in the Loan application and Mortgage Loan Package are true and correct and meet the requirements and specifications of this Agreement, and UNM’s eligibility criteria.
- 4.4 Documents and Information. All information, reports or documents submitted by Broker to UNM in connection with any Mortgage Loan Package or pursuant to this Agreement are in every respect valid and genuine, being on their face what they purport to be, true, correct and accurate and all signatures are the true signatures of the appropriate Applicant. No information, reports or documents submitted by Broker to UNM in connection with any Mortgage Loan Package, contain any untrue statement of fact or omits to state a fact necessary to otherwise make the statements contained therein misleading, regardless of whether the document was prepared by the Broker, Applicant, or appraiser.

- 4.5 Appraisals. Broker warrants that he or she did not knowingly compensate, instruct, induce, coerce or intimidate, or attempt to compensate, instruct, induce or coerce, or intimidate a person licensed or certified as an appraiser for the purpose of corrupting or improperly influencing the independent judgment of the person with respect to the value of the dwelling offered as security for repayment of a Loan.
- 4.6 No Omissions. No omission, misrepresentation, negligence, fraud or similar occurrence with respect to a Loan, including without limitation, the related documentation has taken place on the part of any person, including without limitation, the Broker, the Applicant, any appraiser, any builder or developer, any real estate agent or any other party involved in the origination of the Loan or in the application of any insurance in relation to such Loan.
- 4.7 Compliance with UNM Requirements. The Loan has been originated in accordance with the wholesale broker program requirements set forth by UNM and all documents submitted by Broker in connection with any Mortgage Loan Package comply in all respects with the terms and conditions of this Agreement;
- 4.8 Applicant's Funds. No funds (including, without limitation, the down payment or any future monthly payments under the related Note) have been advanced by the Broker, a broker or a third party on behalf of the Applicant or any other obligor) in connection with such Loan; and all costs, fees, and expenses incurred in originating such Loan have been paid in full. Any and all funds advanced to pay costs, fees and expenses in connection with such Loan came from the Applicant, unless otherwise submitted to UNM in writing and approved by UNM prior to the date of Loan Approval
- 4.9 No Oral Promises. There are no agreements or promises, either oral or written, between Broker and the Applicant pertaining to such Loan, other than those submitted to UNM in writing and approved by UNM prior to the date of Loan Approval.
- 4.10 Broker Compensation. Broker may negotiate with and receive from the Applicant, payable at the time of closing, a reasonable broker fee for its services, including taking the Loan application and additional services performed, provided such fees are allowed by applicable law and are reasonably related to the reasonable value of the services provided by Broker to the Applicant. Broker shall disclose all fees, including yield spread premiums, on the good faith estimate in accordance with applicable law. Such fees shall also be disclosed on the HUD-1 Settlement Statement and shall be collected at closing and remitted to Broker.

- 4.11 Points and Fees. Broker shall include on the good faith estimate all amounts Broker will charge Applicant or earn in connection with the Loan, including any applicable yield spread premium. Notwithstanding anything to the contrary contained herein, Broker shall not upcharge any Applicant in excess of the actual charge and shall not charge any amount that exceeds the applicable pricing policy, as published by UNM from time to time, and such amount must be set forth on the good faith estimate or otherwise shown to have been properly disclosed to Applicant in compliance with applicable law. No Applicant was charged “points and fees” (whether or not financed) in an amount greater than (a) any “points and fees” threshold as defined in TILA or any other applicable law or (b) \$1,000 or 5% of the principal amount of such Loan, whichever is greater. All points and fees related to each Loan are accurately described and disclosed to Applicant. “Points and fees” shall have the meaning as defined in TILA or any applicable law.
- 4.12 Mortgage Improvement Disclosure Act. The Loan does not include any fee to the Applicant for any services performed prior to Applicant’s receipt of disclosures, as required under the Mortgage Improvement Disclosure Act, Regulation Z (which implements the Truth-in-Lending Act), Regulation X (which implements the Real Estate Settlement Procedures Act), and any other applicable federal or state law or regulation. However, the Broker may charge a reasonable fee for the procurement of a credit report that complies with all applicable federal and state restrictions. Broker shall not collect a credit card number or a post-dated check from the Applicant for any such fees.
- 4.13 No High Cost Loans. The Loan does not constitute a high cost mortgage as defined by Section 32 of the Truth-in-Lending Act (“TILA”) and does not exceed any "points and fees threshold" or “APR or Rate threshold” as defined in TILA or in any applicable federal, state or local law.
- 4.14 Higher-Priced Mortgage Loans. Broker shall submit to UNM any additional documentation requested by UNM in connection with a “higher-priced mortgage loan” as defined under Regulation Z, which implements the Truth-in-Lending Act, and in connection with any similarly classified loan using different terminology (e.g. rate spread home loan) under any state or local law, regulation, or ordinance imposing heightened regulatory scrutiny or additional legal liability for residential mortgage loans.
- 4.15 No Predatory Loans. The Loan was not originated through the use of predatory lending practices or in violation of any federal, state, or local predatory lending law or fair lending law, regardless of the name of the law. The Loan is in compliance with the anti-predatory lending eligibility for purchase requirements of Fannie Mae’s Selling Guide or Freddie Mac’s Seller/Servicer Guide.

- 4.16 FHA/VA Loans. If the Loan is an FHA Loan or VA Loan, it has been originated in conformance with all applicable FHA or VA requirements, as applicable.
- 4.17 MI Insurance. No action has been taken or failed to be taken, no event has occurred and no state of facts exists or has existed (whether or not known to Broker) that has resulted or will result in an exclusion from, denial of, or defense to coverage under any primary mortgage insurance policy, if applicable, whether arising out of actions, representations, errors, omissions, negligence or fraud of Broker, the Applicant or any party involved in the application for such coverage or the origination of the Loan or related document, including the appraisal, plans and specifications and other exhibits or any other document, or for any other reason under such coverage.
- 4.18 Compliance with FNMA, FHLMC or Investor Guidelines. If the Loan is a conventional conforming Loan, it has been originated in conformance with all applicable UNM requirements and all applicable requirements of Fannie Mae or Freddie Mac for sale to Fannie Mae or Freddie Mac and inclusion in a Fannie Mae or Freddie Mac mortgage backed securities pool, as applicable, and is otherwise originated as an investment quality Loan suitable for sale on the secondary market to a secondary market investor.
- 4.19 Compliance with Laws. As originated, the Loan complies with applicable law in all respects, including but not limited to, RESPA, the Flood Disaster Protection Act, the Federal Consumer Credit Protection Act including the Truth-in-Lending and Equal Credit Opportunity Acts, the Federal Fair Housing Act, the Home Ownership and Equity Protection Act, Gramm-Leach-Bliley Act, and applicable law governing fraud, lack of consideration, unconscionability, consumer credit transactions, consumer protection and consumer privacy, interest or other charges, licensing of mortgage brokers, and mortgage insurance applicable to the Loan, including without limitation, the origination, servicing and collection thereof. The Loan is not subject to the Federal Trade Commission's "Preservation of Consumer's Claims and Defenses Rule", 16 C.F.R. part 433.
- 4.20 Anti-Steering. No Applicant was encouraged or required to select a loan product offered by the Broker which is a higher cost product designed for a less creditworthy Applicant, taking into account such facts as, without limitation, the loan product requirements and the Applicant's credit history income, assets and liabilities. Any Applicant who sought financing through a Broker's higher-priced subprime or Alt-A lending channel was directed to the Broker's standard loan products if the Applicant was able to qualify for one of the standard loan products. The Broker offered the

Applicant loan products offered by such Broker, or any affiliate of such Loan's originator, for which the Applicant qualified.

- 4.21 Prepayment Penalties. With respect to any Loan that contains a provision permitting imposition of a penalty upon a prepayment prior to maturity: (i) the Loan provides some benefit to the Applicant (e.g., a rate or fee reduction) in exchange for accepting such prepayment penalty, (ii) the Broker had a written policy of offering the Applicant the option of obtaining a Loan that did not require payment of such a penalty, (iii) the prepayment penalty was adequately disclosed to the Applicant pursuant to applicable law, (iv) the duration of the prepayment period shall not exceed three (3) years from the date of the Mortgage Note, (v) such prepayment penalty shall not be imposed in any instance where the Loan is accelerated or paid off in connection with the workout of a delinquent mortgage or due to the Applicant's default, notwithstanding that the terms of the Loan or that applicable law might permit the imposition of such penalty and (vi) such prepayment penalty is permissible and enforceable in accordance with its terms pursuant to Fannie Mae or Freddie Mac guidelines and applicable law.
- 4.22 Tangible Net Benefit. For a refinance, where the original loan (primary residence and second home transactions only) closed less than sixty (60) months prior to the closing of the Loan under this Agreement, Broker warrants that the new Loan provides a net tangible benefit to the Applicant, as defined or required by applicable law, but at a minimum provides the Applicant with one or more of the following benefits: (i) The new Loan will reduce the principal and interest payment and the settlement costs for the new Loan will be recouped in thirty-six (36) months, (ii) the new Loan refinances a negative amortization loan, (iii) the new Loan is a fixed rate loan and the prior loan is an ARM, HYBRID, or balloon product, where the next adjustment on the ARM is in less than twelve (12) months or the loan term is set to expire on the balloon in less than twelve (12) months, (iv) a reduction in the amortization period by a minimum of five (5) years, (v) the Applicant receives cash-out equal to a minimum of twice the settlement costs on the new Loan, (vi) a debt consolidation loan results in a minimum overall monthly payment reduction of fifteen percent (15%), (vii) the new Loan is for the purpose of buying out a previous co-owner/spouse, paying off tax liens, or pursuant to a court order, or (viii) the Applicant is receiving cash out and certifies that the new Loan is necessary for a bona fide personal need.
- 4.23 No Third Party Originators. The Loan was not originated by a person other than Broker (commonly referred to in the industry as a "third party origination" or "TPO"). For purposes of this subsection, "originated by a person other than Broker" shall mean that any or all of the following conditions exist: (i) the Loan application was taken by, or (ii) documents evidencing the credit-worthiness of the Loan were collected by, or (iii) the

appraisal of the property was obtained by, or (iv) the Loan was originated by or in the name, of a person other than Broker or other than a person in the direct and principal employment of Broker. There is no agreement between Broker and any other person or entity for the payment of any referral fee, rebate, bonus, kickback, or other payment and no payment of such referral fee, rebate, bonus or kickback, or other payment has been or will be made to any person, including but not limited to, the Applicant or Broker. No Mortgage Loan Package will be submitted that has been referred or brokered to Broker by a broker who will directly or indirectly receive any fee or compensation from Broker.

- 4.24 Insurance Refunds. Insurance refunds or credits of any kind whatsoever, for insurance of any kind sold by Broker in conjunction with a Loan shall be the sole responsibility of the Broker in the event of prepayment of such Loan, cancellation of insurance or any other event requiring refunding or crediting of unearned insurance premiums. In the event UNM is required to pay or credit Applicant in connection with the cancellation of such insurance, Broker shall pay to UNM, from the Broker's own funds, any required insurance premium rebate resulting from the prepayment, cancellation, refinancing or other termination of any Loan. Upon such payment, UNM shall assign in writing any rights it had to require that the insurer reimburse user for any rebate made to Applicant.
- 4.25 Communications Received by Broker. Within five (5) days of receipt by Broker, Broker shall forward to UNM all communications, inquiries and remittances which Broker may receive with reference to the Loan. Broker shall promptly provide such other information as UNM may reasonably request.
- 4.26 Representation and Warranties. All representations and warranties made by Broker with respect to the Loan are true and correct.

Section 5. Broker Notifications regarding Individual Loans.

- 5.1 Specific Notifications. Notification of Change in Status or Adverse Information Related to any Loan. Broker shall immediately notify UNM of any of the following:
- (a) Any change in the information submitted by Broker in the Broker Approval Application Package or any renewal or update.
 - (b) Any material change in the ownership, financial condition, or management of Broker, including a change in control as defined by any jurisdiction from which it conducts business.
 - (c) Broker changes the name or address under or from which it conducts business.

- (d) Broker is notified or has reason to believe that any Loan submitted by Broker to UNM was originated in violation of applicable law.
- (e) Broker knows or has reason to believe that any information in any Mortgage Loan Package or other document submitted to UNM is or becomes untrue or fails to state any material fact or constitutes a misrepresentation.
- (f) Broker is notified or has reason to know of any Complaint by an Applicant or any federal, state or local regulatory agency related to any Loan submitted by Broker to UNM.
- (g) Broker is notified or has reason to know of an Applicant's request to rescind a Loan submitted by Broker to UNM.
- (h) Broker, Broker's owner or principal, or any entity owned by Broker or Broker's owner or principal files a bankruptcy petition or is a party to any similar proceeding.

Section 6. Repurchase Procedures.

- 6.1 Repurchase Documentation. Upon UNM's receipt of the Repurchase Price, as defined in the Wholesale Broker Agreement, UNM shall execute and deliver to Broker:
 - (a) an assignment of the Mortgage, an endorsement to the Note, and the related Loan file and other loan documents, each without representation, warranty or recourse, and
 - (b) if UNM previously foreclosed the Loan and at such time then owns the property, a deed to the property, without representation, warranty or recourse, and
 - (c) if UNM previously foreclosed the Loan but either sold the property or another buyer purchased the property at the foreclosure, an assignment of all deficiency obligations of the Mortgagor, without representation, warranty or recourse.
- 6.2 Servicing of Repurchased Loans. With respect to the servicing of any Loan repurchased by Broker, UNM shall transfer such servicing, or cause such servicing to be transferred, to Broker or its designee. If the Broker is unable to service any Loan or does not have a designee for such servicing, UNM may, at its sole option, service such Loan for a fee equal to UNM's then current rate until such time as Broker is capable of servicing such Loan or designates a successor servicer. All costs of transferring servicing of any repurchased Loan from UNM to Broker or its designee shall be borne by Broker and Broker shall reimburse UNM for any costs incurred

in connection therewith. Broker's Repurchase Obligation with respect to a Loan shall not be eliminated, reduced or otherwise modified as a result of any modification, workout or assumption of the Loan.

Section 7. Miscellaneous.

- 7.1 No Solicitation of Refinancing. Broker shall not solicit or encourage, directly or indirectly, the refinancing of a Loan funded by UNM for a period of twelve (12) months immediately following the closing of such Loan without the express prior written consent of UNM.
- 7.2 Lock-In Fees and Excessive Fallout. Broker agrees to and understands its responsibility regarding its required performance when selecting UNM as its funding source. As such, when locking a Loan with UNM, Broker will not lock the Loan with any other funding source unless the Loan is declined by UNM. Once a Loan is locked with UNM and the Applicant desires to change programs, Broker agrees UNM shall be afforded the first right to offer the Applicant an alternate program. Broker understands and agrees UNM incurs costs for all Loans which Broker requests to "lock-in." If excessive cancellation or fallout of locked Loans occurs, as determined in UNM's sole discretion, UNM may choose to suspend or terminate this Agreement without notice. Excessive cancellation or fallout will result in UNM imposing a lock fee in the amount determined by UNM in its sole discretion.
- 7.3 Modifications and Amendments to Online Broker Manual. UNM may modify or amend this Online Broker Manual from time to time and make a copy available to Broker via the website of any modification or amendment. Such modification or amendment shall immediately become a part of this Broker Manual and Broker shall be bound by such modification or amendment without further need for acknowledgement or signature by Broker. Submission of a Mortgage Loan Package by Broker to UNM after the effective date of such modification or amendment is deemed acceptance of the modification or amendment by Broker with respect to each Loan.
- 7.4 Conflict. To the extent the terms of the Online Broker Manual conflict with the Wholesale Broker Agreement, the Wholesale Broker Agreement shall control.