

MARKETING COLLATERAL AGREEMENT

This Collateral Agreement ("*Agreement*") is dated _____ by and between Reverse Mortgage Solutions, Inc. ("*RMS*") and _____ ("*Partner*").

1. Background Facts. Partner desires to utilize offered RMS Collateral to generate reverse mortgage originations. RMS desires to process, underwrite, prepare loan documents, and fund reverse mortgage loans submitted by Partner, as the case may be.
2. Collateral. Collateral means any RMS reverse mortgage marketing materials issued to Partner pursuant to the Partner Program. Collateral is provided on a general use basis for mortgage professionals only.
3. Permissible Use. Collateral may only be used to advertise the reverse mortgage product to Partner's customers pursuant to its Partner agreement with RMS.
4. Modification/Updates by RMS. RMS may update or modify the Collateral materials when necessary to comply with program changes and/or new laws and regulations. Once Collateral updates are made available to Partner, all previous Collateral versions shall be discontinued by Partner.
5. Modifications by Partner. Partner shall not change or modify the Collateral in any manner or form which would create a liability or reference to RMS. RMS shall not be responsible for alterations, changes or updates provided by the Partner when accessing the unlocked areas of the collateral document. Partner is responsible for including any necessary state and/or federal advertising disclosures in the unlocked area of the Collateral. Partner will only disseminate Collateral in states in which it is properly registered or licensed to offer the reverse mortgage product.
6. Hold Harmless. Partner holds RMS harmless from errors, omissions or the results of the Collateral now and in the future, and shall use/implement the Collateral for Partner's sole use. The Collateral is provided "as is".
7. Representations and Warranties. The Collateral is provided as a courtesy only and no representations and warrants are made as to its effectiveness, compliance, content or appropriateness for the use intended by the Partner. No reference to RMS or any specific RMS process is intended or implied and may not be added to the Collateral.
8. Review by Partner's Counsel. Prior to use, reproduction or implementation, Partner shall engage Counsel of its choice to review and provide an opinion to Partner Management as to legal and program compliance in addition to Partner's ability to provide the Collateral as a resource to Partner company employees.

9. No Express or Implied Warranties or Guarantees. No express or implied warranties or guarantees are made as to the currency or accuracy of the information as related to any RMS loan program or offered loan product. The user should consult the specific guidelines provided by the lender and/or secondary market source prior to initiating, originating or closing a reverse mortgage loan. Specific required disclosures, prior approved activities and varying state, local, federal and lender requirements exist for reverse mortgage loan transactions.

10. References. Reference to specific procedures, guidelines, forms, and actions is generic in nature and not intended to be the sole definition, method or action required or necessary to satisfy any or all program guidelines. Specific state and federal regulations may require or negate certain specific disclosures, actions and procedures that may be described herein.

11. Governing Law. This Agreement will be governed by and construed under the laws of the State of Texas without regard to its conflict of laws principles. RMS and Partner agree to bring any arbitration or litigation arising out of or relating to this Agreement or the transactions and activities contemplated by this Agreement only in Harris County, Texas and agree to submit to their jurisdiction. In any litigation, arbitration, or other proceeding by which one party seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this agreement, the prevailing party will be awarded reasonable attorney fees, together with any costs and expenses, to resolve and to enforce final judgment.

12. Severability. Whenever possible, each provision of this Agreement will be interpreted in a manner as to be valid and effective under applicable law, but if any provision of this Agreement is found to prohibited or invalid, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

13. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter of this Agreement, and any other agreements, express or implied entered into prior to this Agreement are null and void. Except as otherwise provided in this Agreement, there are no other agreements or understandings, written or oral, in effect between the parties relating to Partner's use of RMS' offered Collateral. No further arrangements between these parties will be considered valid unless they are in writing and executed by each of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

SIGNATURE OF PARTNER

REVERSE MORTGAGE SOLUTIONS, INC.

By: _____
 (Company Name)

By: _____
 (Name of AE - Type or Print)

By: _____
 (Partner's Name – Type or Print)

By: _____
 (Title)

Its: _____
 (Title)

 (Signature)

 (Signature)