

**CHEVY CHASE BANK
MORTGAGE BROKER ORIGATION AGREEMENT**

THIS MORTGAGE BROKER ORIGATION AGREEMENT (the "Agreement") made as of this _____ day of _____, 20____, by and between Chevy Chase Bank, F.S.B., a federal savings bank and any entity that controls, is controlled by or is in common control with any of them (collectively referred to as "Chevy Chase Bank") its successors and assigns and _____, a _____ (the "Broker") establishes a non-exclusive relationship whereby Broker will submit loans to be secured by liens against 1 - 4 family residential properties (the "Loans") to Chevy Chase Bank on behalf of Broker's clients ("Borrowers" or "Borrower") for possible funding by Chevy Chase Bank and shall provide the goods and facilities and perform the loan origination and processing services for Chevy Chase Bank as set forth in this Agreement (collectively referred to as the "Services").

The parties hereby agree as follows:

1. Fair Lending Policy. Chevy Chase Bank is committed to adhering to all applicable fair lending laws and regulations and expects the same commitment from persons with whom it does business. Chevy Chase Bank has attached its Fair Lending Policy Statement as Exhibit "A" to this Agreement. Broker warrants and represents that all employees, officers, personnel or agents of Broker shall not adopt, implement, practice or promote any practices or procedures which are, or have the effect of being, contradictory to the letter and/or spirit of Chevy Chase Bank's Fair Lending Policy Statement as it may be amended from time to time. Notwithstanding anything in this Agreement to the contrary, Chevy Chase Bank reserves the right to immediately terminate this Agreement in the event that it becomes aware of any practices or procedures that contradict its Fair Lending Policy Statement.

2. Relationship of Parties. The relationship between the parties is an independent contractor relationship. Broker is not Chevy Chase Bank's agent for any purpose except for the limited purpose of providing to Borrowers, if required, "action taken notices" mandated by the Equal Credit Opportunity Act and its implementing regulation, Regulation B. Broker shall not represent to third parties that it is acting as an agent for Chevy Chase Bank for any other purpose. Broker shall have no authority to bind, commit or make decisions for Chevy Chase Bank. Nothing contained in this Agreement shall obligate Broker to submit any Loans to Chevy Chase Bank or obligate Chevy Chase Bank to fund any Loans submitted by Broker.

3. Guides / Incorporation by Reference. From time to time during the term of this Agreement, Chevy Chase Bank shall determine and make available, or otherwise known to Broker, Chevy Chase Bank Loan origination guidelines, available Chevy Chase Bank Loan products, eligibility criteria for submitting Loans to Chevy Chase Bank, guides to doing business with Chevy Chase Bank, Loan submission procedures and other Chevy Chase Bank and investor requirements relating to such Loan products (collectively, "Loan Origination Guidelines"). Such Loan Origination Guidelines shall be included in Chevy Chase Bank written or electronic guides, handbooks, manuals, rules, regulations, policies, procedures and other statements of criteria and requirements (as each of them may be amended from time to time, collectively, the "Guides"). The Guides are incorporated into this Agreement by this reference. Broker shall comply with the then-current Guides in connection with the Services. Except as expressly limited in this Agreement, Chevy Chase Bank may update or amend the Guides or any other materials referred to herein in writing, by electronic mail, or by posting on the Chevy Chase Bank website, with or without notice to Broker. The Guides, along with this Agreement and any amendments to it, constitute the complete agreement between the parties regarding the subject matter of this Agreement and supersede all prior understandings and writings.

4. Loan Packages. Broker shall be responsible for the accurate preparation and execution of a complete property, credit and Loan application package ("Loan Package") for each Loan transaction request Broker submits in accordance with the Guides. Chevy Chase Bank may, in its sole discretion, refuse to accept any real estate appraiser or other service provider in connection with any Loan Package's origination, preparation or submission.

5. Underwriting/Approval/Closing/Funding. Chevy Chase Bank shall have the sole responsibility for underwriting and approving Loans. Broker when submitting Loans to Chevy Chase Bank under this Agreement shall not hold itself out to Borrowers as having the authority to approve such Loan applications, "lock-in" Loan interest rates or points, issue Loan commitments on Chevy Chase Bank's behalf, or otherwise bind Chevy Chase Bank to any financing terms and conditions. Broker shall not represent that Chevy Chase Bank has approved or will approve any Loan until Chevy Chase Bank has so informed Broker in writing. Broker shall not state or imply in any medium whatsoever that it is independently acting as a mortgage lender when performing the Services for Chevy Chase Bank. Chevy Chase Bank shall prepare all Loan closing documents. Chevy Chase Bank shall fund each Loan in such fashion that Broker shall not be required to use its own funds or warehouse lines of credit. Notwithstanding any language in this Agreement or Guides to the contrary, Chevy Chase Bank shall have no liability to Broker for any act or omission related to the registration and/or underwriting of Loans, including but not limited to those caused by equipment or computer failures, labor strikes or walkouts, casualty and acts of God.

6. Amounts Due to Broker / Disclosure.

(a) Compensation. Broker understands and agrees that Chevy Chase Bank will base payment of any compensation to Broker solely on actual and specific Services provided by Broker in connection with each Loan transaction. Upon any Loan closing for which Broker has submitted a Loan Package to Chevy Chase Bank and Chevy Chase Bank has funded the Loan, Chevy Chase Bank shall remit or cause to be remitted compensation to Broker for the Services. Chevy

Chase Bank will set forth how Chevy Chase Bank will determine Broker's compensation in Chevy Chase Bank's pricing policy and rate sheets, which Chevy Chase Bank may change at its sole discretion. Chevy Chase Bank will use compensation structures and practices for similar transactions in markets similar to Broker's.

(b) Recapture Period. For each Loan that is paid in full by the Borrower for any reason during the ninety (90) day period ("Recapture Period") commencing on the funding of the Loan, Chevy Chase Bank reserves the right to require Broker to refund to Chevy Chase Bank all fees paid to Broker in connection with the origination of such Loan and pay any losses, costs, damages and expenses, including attorney fees incurred by Chevy Chase Bank due to such payment in full. Chevy Chase Bank's right to the refund set forth in this Subsection 6(b) shall not apply if the Borrower directly refinances the Loan with Chevy Chase Bank.

(c) Early Payment Default. An Early Payment Default occurs if a borrower fails to pay any of the first four (4) installments of principal and interest payable to the current holder of said loan following the funding of the loan, and such default continues for a period of ninety (90) days. In lieu of repurchasing the loan, the Broker agrees to repay to Chevy Chase Bank the gross premium and/or servicing release premium portion of the compensation paid to Broker, along with an administrative fee for expenses incurred in connection with the early payment default.

(d) Rescission. Broker understands that from time to time, borrowers exercise their right under the Truth-in-Lending Act and its implementing regulation, Regulation Z, to rescind their loans. If a Borrower rescinds his/her Loan, Broker agrees that it will comply with federal law and regulations, and refund to the Borrower within the required timeframe, but in any event, no later than five (5) days after Broker's receipt of the Borrower's notice of the Borrower's rescission, any money or property that the Borrower has given to Broker or any other party both at and prior to settlement and will provide Chevy Chase Bank with proof that Broker has done so. Proof is defined as a copy of the check Broker gave to the Borrower, a credit card refund slip for the refund amount or wiring instructions evidencing the refund to the Borrower, and accounting information related thereto. Broker will also, without delay, return to Chevy Chase Bank any compensation paid to Broker by Chevy Chase Bank. In the event Broker does not comply with this Section 6(c) within the required timeframe, Chevy Chase Bank shall refund the money and any property to the Borrower, and Broker shall become immediately obligated to Chevy Chase Bank for reimbursement of such refund amount plus interest thereon at the Federal Funds rate from the date on which Chevy Chase Bank made such refund to the Borrower until the date Broker pays such obligation to Chevy Chase Bank. Notwithstanding the foregoing, from time to time, a Borrower may request to be allowed to apply the refund to which the Borrower is entitled to a new loan application. In such event, in lieu of proof that Broker has refunded the money and any property due to the Borrower, Broker may provide Chevy Chase Bank with the Borrower's handwritten request to apply the refund to a new loan along with registration of the Borrower's new loan and accounting information related thereto.

(e) Costs and Fees. Nothing in this Agreement prohibits Broker, within the limitations set by Chevy Chase Bank in the Guides or otherwise and if permissible under applicable federal and state law, from imposing costs and fees upon Borrowers for consultations and other services other than the Services. Broker shall disclose or cause to be disclosed all costs and fees on the Good Faith Estimate of Closing Costs and the HUD-1/HUD-1A Settlement Statement in accordance with applicable law.

(f) Written Agreement with Borrowers. In compliance with applicable state law, Broker shall enter into a written fee agreement with all prospective Borrowers disclosing to the prospective Borrower the terms and conditions of the relationship between the prospective Borrower and the Broker and the relationship between Broker and Chevy Chase Bank (referred to by Chevy Chase Bank as the "Mortgage Loan Origination Agreement" or "MLOA"). The MLOA shall comply with applicable state law and shall be substantially similar to the MLOA attached to this Agreement as Exhibit "B." A copy of an executed MLOA complying with state law shall accompany each completed Loan Package delivered to Chevy Chase Bank pursuant to this Agreement.

7. Broker's Representations, Warranties and Covenants. Broker represents, warrants and covenants to Chevy Chase Bank, as of (i) the time any Loan Package is submitted to Chevy Chase Bank and (ii) as of the time Chevy Chase Bank funds and closes the Loan, that:

(a) Binding Effect. Each representation, warranty and covenant is binding on Broker regardless whether the subject matter thereof was under the control of the Broker or a third party, and Broker makes such representations, warranties and covenants in order to induce Lender to fund the related Loan.

(b) Good Standing/Knowledgeable. Broker is duly organized, validly existing and in good standing under the laws of the state of Broker's organization. Broker is knowledgeable in all aspects of real estate lending and with respect to all duties, obligations, limitations and requirements imposed upon Broker under all applicable "Legal Requirements," as defined in Section 7(f) below.

(c) Duly Licensed. Broker, and each Broker officer, employee, agent and third party with which Broker does business, possesses all necessary licenses, permits and authority to perform and engage in the activities contemplated by this Agreement. Broker will provide to Chevy Chase Bank before or upon the execution of this Agreement, or at any time during the term of this Agreement upon Chevy Chase Bank's request, proof of such licensing. Broker will notify Chevy Chase Bank immediately upon the lapse or revocation of any necessary Broker license, permit or authority to engage in the activities contemplated by this Agreement. Broker shall notify Chevy Chase Bank promptly of the receipt of any correspondence or other communication from any licensing and/or examination authority which relates to or involves any claim that Broker may be in violation of any applicable law or regulation.

(d) Authority. Broker has the full power and authority to enter into this Agreement, and neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated herein, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will conflict or result in a breach of any other condition or provision of Broker's certificate of incorporation, by-laws or charter or any agreement to which Broker is a part or by which Broker is bound or constitute a material default or result in an acceleration under any of the foregoing. Broker's Board of

Directors, if Broker is a corporation, or such individuals empowered and authorized to enter into agreements on Broker's behalf, have duly authorized all actions provided for in this Agreement. This Agreement constitutes Broker's valid and legally binding agreement enforceable in accordance with its terms, subject only to applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditor rights generally.

(e) No Other Name. Unless Broker specifically discloses to Chevy Chase Bank and Chevy Chase Bank agrees in writing, Broker does not and will not do business in any name other than the one set forth in the first paragraph of this Agreement.

(f) Chevy Chase Bank Policies/Compliance with Legal Requirements. Broker has complied with all applicable Chevy Chase Bank policies, with all conditions within the control of Broker as to the validity of the insurance or guaranty as required by the National Housing Act and the rules and regulations thereunder or as imposed by the mortgage insurance companies or other insurers. Broker has complied with all local, state and federal laws and regulations related to Broker's performance of this Agreement, including, but not limited to, the Home Mortgage Disclosure Act; the Flood Disaster Protection Act; the Real Estate Settlement Procedures Act and Regulation X ("RESPA"); the Fair Credit Reporting Act; Fair Housing Act; the Equal Credit Opportunity Act and Regulation B; the Truth-in-Lending Act and Regulation Z ("TILA"); statutes and regulations governing fraud, lack of consideration, unconscionability, consumer credit transactions or interest charges; and limitations on fees, costs and/or pricing, herein referred to as "Legal Requirements."

(g) Agency Requirements and Warranties. Broker is in full compliance with all relevant requirements of Fannie Mae, Freddie Mac or other investor requirements as Chevy Chase Bank may identify in the Guides, and none of Fannie Mae, Freddie Mac or any other investor's program has suspended Broker for failing satisfactorily to meet such program's origination or selling obligations and responsibilities.

(h) Services Performed. With respect to each Loan Broker submits and Chevy Chase Bank funds under this Agreement, Broker assisted the Borrower with completing the Loan application and did the following:

(i) Performed **at least one** of the following "non-counseling" type Services: (i) initiated/ordered verifications of employment and deposits; (ii) initiated/ordered requests for mortgage and other Loan verifications; (iii) initiated/ordered appraisals; (iv) initiated/ordered inspections or engineering reports; (v) provided required disclosures to the Borrower, including but not limited to those required by TILA and RESPA; (vi) ordered legal documents; (vii) determined whether the secured property was located in a flood zone or ordered such service; and/or (viii) participated in the Loan closing; and

(ii) In addition, performed a minimum of **five** Services **in all** of the "non-counseling" type Services listed above and the following "counseling" type Services: (i) analyzed the Borrower's income and debt and pre-qualified the Borrower to determine the maximum mortgage that the Borrower could afford; (ii) educated the Borrower in the home buying and financing process, advised the Borrower about the different types of Loan products available and demonstrated how closing costs and monthly payments would vary under each product; (iii) collected financial information (tax returns, bank statements, etc.) and other related documents that are part of the application process; (iv) assisted the Borrower in understanding and clearing credit problems; and (v) maintained regular contact with the Borrower, realtors and Chevy Chase Bank between application and closing to apprise all parties of the status of the application and to gather any additional information and documentation as needed.

(i) No Duplicative Services. The Services provided by Broker were necessary for the transaction and were not duplicative of services performed by others, including Chevy Chase Bank.

(j) No Untrue Statements. Broker shall not submit in any Loan Package any false or erroneous information or statements or omit any material fact necessary to make any statement or information included in the Loan Package true, accurate and complete. For purposes of this warranty, the term "submit" shall include (i) submitting a Loan Package to Chevy Chase Bank with false, fraudulent or erroneous information, with actual knowledge thereof; or (ii) submitting a Loan Package to Chevy Chase Bank with false, fraudulent or erroneous information after failing to follow standard practices and procedures prevalent in the mortgage banking industry which, if followed, would have led to the discovery or disclosure thereof; (iii) submitting a Loan Package to Chevy Chase Bank with false, fraudulent or erroneous information where such information was or should have been within Broker's knowledge or control; or (iv) submitting a Loan Package to Chevy Chase Bank containing an appraisal that contains false, fraudulent or erroneous information where such information was or should have been within Broker's knowledge or control.

(k) Appraisal. If Broker arranged for the secured property appraisal, the appraisal was by a qualified and licensed appraiser who had no interest, direct or indirect, in the secured property or in any Loan made on the security thereof; whose compensation is not affected by the approval or disapproval of the Loan; and who met the minimum qualifications of Fannie Mae and Freddie Mac.

(l) Liens. Broker is not aware of any facts that would give rise to any mechanic's and materialmen's liens or liens in such nature against the secured property or of any outstanding rights that under law could give rise to any such lien.

(m) Ownership. Except as otherwise disclosed to and approved by Chevy Chase Bank in writing before any Loan Package's submission, Broker shall have no direct or indirect ownership interest in any property acting as security for the Loan or any business or personal affiliation with, or interest in, any settlement services provider on the Loan, including, but not limited to, the credit reporting agency, real estate agents, appraiser and title agent.

(n) Absence of Claims. Except as previously disclosed by Broker to Chevy Chase Bank in writing, there is not pending, or to the best of Broker's knowledge threatened, any suit, action, arbitration or legal, administrative or other proceeding or governmental investigation (including an investigation undertaken in response to an allegation of fraud or an investigation undertaken pursuant to a license revocation proceeding) against Broker which could have a materially adverse effect on Broker's business, assets, financial condition, operations or reputation. There will be no claims or defenses to repayment of a Loan by reason of any act or omission of Broker or its officers, directors, agents or employees.

(o) Sale of Loans. Broker has no knowledge of any circumstances or conditions with respect to any Loan that can be reasonably expected to cause any governmental, quasi-governmental, institutional investor or private investor to

regard any Loan as an unacceptable investment, cause any Loan to become delinquent or adversely affect any Loan's value or marketability.

(p) Prudent Business Practices/ Anti-Predatory Lending. Broker will originate all Loans in a manner consistent with best business practices followed in the origination and brokering of loans, will originate all Loans in full compliance with all federal and applicable state, city or district "high cost" home mortgage or anti-predatory lending laws ordinances, rules or regulations, as well as, Fannie Mae's guidance on avoiding predatory lending practices.

(q) Complaints. Broker will promptly send to Chevy Chase Bank a copy of any written complaint Broker receives from any mortgagor, prospective mortgagor or other person or regulatory agency relating to the Services or any Loan. Upon request by the Chevy Chase Bank, Broker will promptly assist Chevy Chase Bank in preparing a response to any complaint received by Chevy Chase Bank regarding a Loan.

(r) Loan Documents. All documents relating to Loans and all other documents Broker is required to deliver to Chevy Chase Bank pursuant to this Agreement and the Guides that are in the possession or control of Broker shall be held by Broker in trust for the benefit of Chevy Chase Bank. All documents furnished to Chevy Chase Bank have been prepared and executed and copies delivered as required by law and are complete, signed and initialed and all signatures and initials are authorized and genuine. Broker shall promptly assist Chevy Chase Bank in obtaining any missing signatures on Loan documents.

(s) Adverse Information. To the best of Broker's knowledge there is no current, pending or threatened bankruptcy, foreclosure or other litigation pending or threatened against the Borrower or related to the secured property, except as Broker advises Chevy Chase Bank in writing at the time of delivery of affected Loan to Chevy Chase Bank, and Broker has no material adverse information concerning any Borrower which has not been communicated to Chevy Chase Bank.

(t) Finder's Fees. There are no claims for finder's fees or, except as otherwise set forth herein, broker fees, in connection with the transactions contemplated by this Agreement resulting from any action taken by Broker for which Chevy Chase Bank will be responsible. Broker agrees to exonerate, indemnify and hold harmless Chevy Chase Bank with respect to any and all losses sustained by Chevy Chase Bank as a result of claims made against Chevy Chase Bank by any broker or finder on the basis of any arrangement or agreement by or on behalf of Broker not provided for in this Agreement.

8. Delivery of Documents. Broker shall do all acts necessary to perfect title to Loans in Chevy Chase Bank. Broker shall deliver to Chevy Chase Bank all information and original documentation on any Loan required by Chevy Chase Bank to satisfy the requirements of FHA, VA, GNMA, Fannie Mae, Freddie Mac, the Federal Home Loan Bank, or any private investor or pool commitment no later than thirty (30) days after Loan closing. Broker understands that the timely receipt of such information and documentation is of critical importance to Chevy Chase Bank, and agrees to cooperate to the best of its ability in obtaining and delivering all necessary items to Chevy Chase Bank within the required thirty (30) days. Any failure by Broker to comply with this provision shall entitle Chevy Chase Bank in its sole option to require repurchase of the affected Loan or Loans, to require Broker to provide Chevy Chase Bank with a bond or other surety in such amounts as may be determined by Chevy Chase Bank to be necessary, and/or to terminate this Agreement.

9. Indemnification. In addition to any other rights and remedies that Chevy Chase Bank may have, Broker shall indemnify and hold harmless Chevy Chase Bank and its shareholders, affiliates, directors, officers, agents, successors and assignees from any losses (including a loss of servicing rights), damages, suits, claims or expenses of any nature (including reasonable legal and accounting fees and expenses actually incurred) against Chevy Chase Bank resulting from (i) any breach of any representation, warranty or covenant contained in Section 7 above or (ii) Broker's failure to perform any obligation set forth in this Agreement. Broker's obligation to indemnify Chevy Chase Bank under this Agreement shall not be affected by Chevy Chase Bank's 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 the Loan. The representations, warranties and covenants of Broker under this Agreement, including but not limited to the indemnification obligations under this Section 9, shall inure to the benefit of persons to whom Chevy Chase Bank may sell Loans and such persons may assert the rights of Chevy Chase Bank hereunder directly against Broker.

10. Remedies for Breach of the Agreement.

(a) Cure. Chevy Chase Bank may demand upon written notice to Broker that Broker cure any breach of this Agreement in all material respects within thirty (30) days to Chevy Chase Bank's satisfaction. In the event Broker cannot cure the breach to Chevy Chase Bank's satisfaction, Chevy Chase Bank may require Broker to repurchase the Loan from Chevy Chase Bank or the applicable investor.

(b) Repurchase. In addition to other rights and remedies that Chevy Chase Bank may have, including the right to demand cure, Broker shall repurchase any Loan sold to Chevy Chase Bank pursuant to this Agreement within thirty (30) days of receipt of written notice of any of the following circumstances:

(i) Broker fails to observe or perform or breaches in any material respect any of the representations, warranties, covenants or agreements set forth in this Agreement or the Guides;

(ii) Broker fraud or misrepresentation in the origination, processing or closing of a Loan; or

(iii) Chevy Chase Bank is required to repurchase a Loan from a secondary market investor arising from Broker's breach or failure to perform under this Agreement.

(c) Repurchase Price. Repurchases required under this Agreement shall be the sum of (i) unpaid principal balance of the Loan on the date of repurchase; (ii) all accrued and unpaid interest on the Loan's principal balance from the date of funding by Chevy Chase Bank through and including the first day of the month following the month Broker makes the repurchase; (iii) all compensation paid to Broker by Chevy Chase Bank; (iv) all losses, costs, damages and expenses

incurred by Chevy Chase Bank in connection with the repurchase, (v) all costs and expenses incurred by Chevy Chase Bank in enforcing Broker's obligation to repurchase the Loan, including, without limitation, reasonable attorneys' fees and costs of suit; (v) any advances, premiums, fees or other costs paid by Chevy Chase Bank at any time in connection with the Loan; plus (vi) any amounts Chevy Chase Bank must pay to repurchase the Loan from the applicable investor.

(d) Financial Loss. Broker shall be responsible for any willful misconduct or gross negligence on the part of itself, its agents or employees that causes Chevy Chase Bank to suffer financial loss.

11. No Solicitation. During the term of this Agreement, Broker agrees that it will not take any action or permit or cause any action to be taken by any of its agents or affiliates, or by any independent contractors on Broker's behalf, to personally, by telephone or mail (via electronic means or otherwise), solicit Borrowers or any obligor under any Loan to refinance a Loan, in whole or in part, without the prior written consent of the Chevy Chase Bank. Notwithstanding the foregoing, it is understood and agreed that promotions undertaken by Broker or any Broker affiliate that are directed to the general public at large, including, without limitation, mass mailings based on commercially acquired mailing lists, newspaper, radio and television advertisements shall not constitute solicitation under this Section 11. Broker shall also not knowingly solicit or encourage any Chevy Chase Bank employee to leave Chevy Chase Bank's employ.

12. Authorization/Release for Due Diligence. Broker acknowledges that it is in the best interest of both Broker and Chevy Chase Bank for Chevy Chase Bank to perform due diligence concerning Broker's background and experience. Broker further acknowledges that Broker benefits from the efficiencies in due diligence process that are possible when Chevy Chase Bank and other similarly-situated entities in the mortgage industry exchange information about their experiences in doing business with individuals and companies such as Broker. Broker, therefore, consents and gives Chevy Chase Bank permission to submit the name of Broker's company and any and all employees of that company through a credit bureau check and for screening through any and all mortgage industry background databases, including, without limitation, databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange ("MIDEX"). Broker understands that Chevy Chase Bank performs quality control reviews of Loans that Broker submits to Chevy Chase Bank for registration, review, underwriting and/or purchase. Broker understands and hereby consents to the release of information about any Loan application that is believed to contain misrepresentations and/or irregularities. Broker hereby releases and agrees to hold harmless Chevy Chase Bank, Mortgage Asset Research Institute, Inc., all MIDEX subscribers and any trade associations that endorse the MIDEX system from any and all liability for damages, losses, costs and expenses that may arise from the reporting or use of any information submitted by Chevy Chase Bank or any other MIDEX subscriber to Mortgage Asset Research Institute, Inc., recorded in the MIDEX system and used in any way by Chevy Chase Bank or any other MIDEX subscriber.

13. Termination or Suspension. Either party may terminate this Agreement at any time, upon written notice to the other party. Any termination shall not affect (i) Chevy Chase Bank's obligation to fund any Loan which Chevy Chase Bank has committed to fund; (ii) Chevy Chase Bank's obligation to pay any amounts due to Broker under this Agreement; or (iii) any other obligation already committed to by either party under this Agreement, including Broker's obligations with respect to indemnification pursuant to Section 9 above or repurchase under Section 10 above. Notwithstanding the foregoing, Chevy Chase Bank may at any time immediately suspend Broker's authority to perform the Services, refuse to close any Loan registered by Broker prior to such termination, and may withhold any compensation to be paid under this Agreement, if it reasonably believes that there has been fraud or misrepresentation concerning any Loan registered by Broker or that Broker is in material breach of any provision of this Agreement.

14. Notice of Certain Matters. Broker shall promptly give written notice to Chevy Chase Bank of any of the following: (i) the occurrence of any breach of a representation or warranty as set forth in Section 7 above; (ii) any event or condition which could have material adverse effect on the business, operations, assets or financial condition of Broker; (iii) any change in Broker's ownership, management, officers or principals; (iv) any material change in Broker's financial condition; (v) any action, event or condition of any nature that may lead to or result in a material adverse effect upon the business, operations, assets or financial condition of Broker or any Loans; and (vi) any of the circumstances outlined in Section 9 above.

15. Confidentiality of Chevy Chase Bank Records. Broker acknowledges that all information, including but not limited to loan program information, disclosed by Chevy Chase Bank to Broker or which comes to Broker's attention during the term of this Agreement, constitutes a valuable asset of and is proprietary to Chevy Chase Bank ("Confidential Information"). Broker shall not disclose Confidential Information or knowingly permit its employees, officers or agents to disclose Confidential Information to any person outside of its company or to any person within its company not having a specific need to know in performance of their work. Broker further agrees to instruct its employees, officers or agents not to sell, lease, assign, transfer or reveal any information related to this Agreement or Confidential Information without the prior written consent of Chevy Chase Bank. In the event that a subpoena or other legal process in any way concerning Confidential Information or this Agreement is served upon Broker, Broker agrees to notify Chevy Chase Bank immediately upon receipt and to cooperate with Chevy Chase Bank, at Chevy Chase Bank's expense, in any lawful effort by Chevy Chase Bank to contest the legal validity of such subpoena or other legal process. Notwithstanding the foregoing provisions of this Section 15, Broker shall have no obligation to keep confidential, or not to disclose, or any liability to Chevy Chase Bank for the disclosure of, any Confidential Information relating or belonging to Chevy Chase Bank or the terms of this Agreement, to the extent that (a) such information has become part of the public domain as a result Chevy Chase Bank's acts or omissions, or (b) such information was known to Broker prior to the date of Broker's receipt of such Confidential Information, as shown by its written records, or (c) such Confidential Information or terms are germane in any litigation between the parties, or (d)

Broker may be compelled by court order or other legal process to disclose such Confidential Information or terms, or (e) disclosure of any Confidential Information or terms is required in connection with any audit or examination made of Broker by any governmental agency or regulatory authority, federal, state or local, domestic or foreign.

16. Privacy. Broker shall comply with, and perform the Services and its obligations under this Agreement in a manner to ensure Chevy Chase Bank's compliance with any and all privacy policies contained in or referred to in the Guides. Without limiting the foregoing, Broker shall comply with Title V of the Gramm-Leach-Bliley Act, its implementing regulations and the Interagency Guidelines Establishing Standards For Safeguarding Customer Information and all other applicable federal, state and local laws, rules, regulations and orders relating to the privacy and security of all personally identifiable information or records in any form (written, electronic or otherwise) relating to mortgagors, including without limitation the federal Fair Credit Reporting Act and similar applicable state laws, as the same may be enacted or amended from time to time.

17. Inspection/Record Retention. Chevy Chase Bank shall have the right, upon at least five (5) days' prior notice or such other time period requested by a regulatory agency, to examine such books, records and accounts at a mutually acceptable time, during Broker's normal business hours, as may be necessary to ensure compliance by Broker with the terms of the Agreement. Broker acknowledges and agrees that the activities of Broker with respect to the Services provided hereunder shall be subject to regulation and examination by the Office of Thrift Supervision or other regulatory agency having jurisdiction over Chevy Chase Bank to the same extent as if such Services were performed by Chevy Chase Bank directly on its own premises. Broker shall retain for at least seven (7) years, unless a longer time period is required by applicable state or federal law or regulation, all material books and records pertaining to the Services.

18. Consent for Receipt of Materials. Broker consents and agrees to receive promotional, advertising, rates and solicitation materials ("Materials") from Chevy Chase Bank, its affiliates and joint marketing partners via telephone, facsimile, email and or any other transmission and agrees to indemnify and hold harmless Lender from any claims and liabilities arising from failure to meet the any federal and/or state regulations and rules, including those without limitation, pronounced, pursuant to, or promulgated by the Federal Communication Commission Rules and Regulations implementing the Telephone Consumer Protection Act of 1991 as amended from time to time. Broker has provided Chevy Chase Bank with email addresses and facsimile numbers to which Broker wants Materials sent.

19. Use of Chevy Chase Bank's Name. Broker shall confine its use of Chevy Chase Bank's name and that of any of its affiliates to those uses specifically authorized by Chevy Chase Bank. Broker may not use Chevy Chase Bank's name to obtain any mortgage related services. Broker shall have no authority to use Lender's name in any advertising or marketing promotions, without the specific prior written consent of Chevy Chase Bank. Any marketing materials prepared and provided to Broker by Chevy Chase Bank for use and distribution by Broker shall be deemed to have Chevy Chase Bank's prior written consent.

20. Survival. Chevy Chase Bank and Broker agree that, notwithstanding termination or suspension of this Agreement, the obligations of confidentiality, indemnification, payment of all outstanding monies owing hereunder, as well as the rights and obligations set forth in Sections 6, 7, 9, 10, 11, 12, 15, 16, 19 and 21 of this Agreement shall continue in full force and effect and shall be binding upon Broker and Chevy Chase Bank following such termination or suspension. All representations, warranties and covenants made in this Agreement shall survive the delivery of Loans to Chevy Chase Bank and shall inure to the benefit of Chevy Chase Bank notwithstanding any examination of any Loan documentation by Chevy Chase Bank.

21. Miscellaneous.

(a) Governing Law/Venue. This Agreement, and the rights and duties of the parties hereto, shall be governed by and construed in accordance with the laws of the United States of America and, to the extent not inconsistent therewith, the internal laws of the Commonwealth of Virginia without regard to the conflict of laws of Virginia, and the parties agree that any litigation by either party with respect to this Agreement shall take place and be litigated in Montgomery County, Maryland.

(b) Notices. All notices required to be provided pursuant to this Agreement shall be delivered to the addresses provided below. Notices shall be in writing and shall be deemed to have been given and received only (i) upon delivery, if personally delivered to a party; (ii) one (1) business day after the date of dispatch, if by facsimile transmission; (iii) one (1) business day after deposit, if delivered by a nationally recognized courier service offering guaranteed overnight delivery; or (iv) three (3) business days after deposit in the United States first class mail, certified mail, postage prepaid, return receipt requested.

(c) Assignment. Broker may not assign this Agreement without prior written consent of Chevy Chase Bank. Chevy Chase Bank may assign this Agreement upon notice to Broker.

(d) Severability. If any court of competent jurisdiction shall hold any provisions of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other Agreement provision.

(e) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings. No supplement, modification or amendment shall be binding unless executed in writing by both parties.

(f) Waivers. No waiver of any Agreement provision, whether by conduct or otherwise, shall be deemed or shall constitute a waiver of any other provision. No waiver shall be binding unless executed in writing by the party making the waiver.

(g) **Set-off.** Chevy Chase Bank may withhold any amounts due to Broker and set off such amounts and any other funds in Chevy Chase Bank's possession against Broker's outstanding obligations under this Agreement. Chevy Chase Bank may withhold such amounts and apply such funds without demand on Broker.

(h) **Attorneys' Fees.** If any legal action or other proceeding is brought for the enforcement of any provision of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the party or parties that substantially prevail in the legal action or other proceeding shall be entitled to reasonable attorneys' fees and other cost incurred in that action or proceeding.

(i) **Successors and Assigns.** This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

(j) **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.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

Chevy Chase Bank, F.S.B.
7501 Wisconsin Avenue, 6th Floor
Bethesda, Maryland 20814

Date: _____

By: _____
(Signature)

(Print Name)

(Title)

Broker: _____

Address: _____

Fax: _____

By: _____
(Signature)

(Print Name)

(Title)

EXHIBIT A
CHEVY CHASE BANK'S FAIR LENDING POLICY STATEMENT

It is the policy of Chevy Chase Bank and its subsidiaries ("Chevy Chase") to adhere to all applicable fair lending laws and regulations, including, without limitation, the Equal Credit Opportunity Act, the Fair Housing Act, and the guidelines issued periodically by Fannie Mae. Consistent with the requirements of these laws, guidelines, and sound business practice, it is Chevy Chase's policy that its credit products are made available on an equal basis to any and all qualified applicants, and that Chevy Chase does not discriminate against any person on the basis of race, color, sex, religion, national origin, marital status, handicap or disability, family status, age (provided the person has the capacity to contract), receipt of public assistance, or because the person has exercised rights in good faith under the Consumer Credit Protection Act.

It is Chevy Chase's desire to make loans to all creditworthy persons in the markets and communities Chevy Chase serves consistent with appropriate safety and soundness standards. Chevy Chase is committed to serving the credit needs of its entire community, including low- and moderate-income and minority borrowers and neighborhoods. In keeping with this commitment, every Bank employee involved in the credit granting process is required, as a condition of his or her employment, to treat applicants in a fair and equal manner.

Chevy Chase considers the following principles to be fundamental to assuring fair lending:

- Chevy Chase will encourage all persons to apply for credit and will not discourage the completion or submission of an application by any applicant.
- In making its credit decisions, Chevy Chase will use credit criteria that result in safe and sound loans and credit decisions, and will never use credit criteria in a discriminatory manner in evaluating applications.
- Chevy Chase will ensure that any advice, counseling or other assistance, as well as any credit terms, offered to any applicant shall be available and offered to all applicants on an equal basis.
- Chevy Chase will require cosigners, guarantors or similar parties where necessary to support a credit decision, but will never do so on a basis prohibited by law.
- Chevy Chase will provide prompt credit decisions on its loan applications and will comply fully with the notification requirements of the Equal Credit Opportunity Act at all times.
- All of Chevy Chase's advertising and communications to the public shall be designed to make customers and potential customers aware not only that Chevy Chase does not discriminate on any prohibited basis, but also that Chevy Chase welcomes the opportunity to have a banking relationship with every member of its community.
- Chevy Chase shall maintain programs to provide appropriate training and education to all employees regarding compliance and other developments related to this Policy Statement and the fair lending laws.

ALL EMPLOYEES AND AGENTS OF CHEVY CHASE ARE EXPECTED AND REQUIRED TO BECOME FAMILIAR AND COMPLY FULLY WITH THIS FAIR LENDING POLICY STATEMENT. FAIR AND EQUAL TREATMENT IS NOT ONLY MANDATED BY LAW, BUT HAS ALSO PROVEN TO BE A SAFE AND SOUND BUSINESS PRACTICE THAT COMPLEMENTS CHEVY CHASE'S CORPORATE STRATEGY OF PRODUCING QUALITY ASSETS AND PROVIDING EXCELLENCE IN CUSTOMER SERVICE.

**EXHIBIT B
MORTGAGE LOAN ORIGINATION AGREEMENT
("MLOA")**