

U.S. BANK N.A.

WHOLESALE MORTGAGE PURCHASE AGREEMENT

This Wholesale Mortgage Purchase Agreement (“Agreement”) is made this ____ day of _____, 20____, between U.S. Bank N.A. (“U.S. Bank”) having an office 1550 East 79th Street, Bloomington, MN 55425 and _____ (“Broker”) having its principal place of business at _____.

RECITALS

1. U.S. Bank is engaged in the business of making loans secured by residential property.
2. Broker is engaged in the business of arranging loans secured by residential property for qualified persons.
3. This Agreement sets forth the terms and conditions under which the Broker may offer to U.S. Bank, mortgage loans made in accordance with applicable Agency Regulations, and other mortgage loans (“Mortgage Loans”), and the responsibilities of the respective parties.

The parties hereby agree as follows:

1. Definitions

All capitalized terms used in this Agreement shall have the meaning set forth below.

“Agency Regulations” means the standard agency regulations as established, and amended from time to time, by the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Government National Mortgage Association (GNMA), the Federal Housing Administration (FHA), the Veterans Administration (VA), and /or the US Department of Agriculture Rural Housing Service (RHS), formerly Farmers Home Administration (FmHA).

“Agreement” means this Wholesale Mortgage Purchase Agreement, as amended from time to time.

“Borrower” means the person or persons who sign and submit an application for a Mortgage Loan.

“Environmental Hazard” means any natural or man-made characteristic which is contained in or on the Mortgaged Property or on a site within close proximity of the Mortgaged Property, and which could influence the value and/or marketability of the Mortgaged Property. Environmental Hazards include such items as hazardous wastes, toxic substances, radon gas, asbestos-containing materials, and urea-formaldehyde insulation.

“Mortgage Note” means a valid and enforceable note or evidence of indebtedness secured by a Mortgage.

“Mortgage” means a valid and enforceable mortgage, deed of trust or other security instrument creating a first lien upon the described real property, which secures a Mortgage Note.

“Mortgage Loan” means a loan that is or will be (i) secured by a first lien on real property which is designed for occupancy by one - four families; (ii) originated according the applicable Agency

Regulations or U.S. Bank's requirements; and (iii) evidenced by a Mortgage Note, Mortgage, and all documents, agreements, or instruments required under any applicable Agency Regulations.

“Mortgaged Property” means an estate in fee simple in real property and the improvements thereon which are described in the Mortgage securing a Mortgage Loan.

“Mortgage Expiration Date” means the date until which the mortgage loan pricing is valid.

“Underwriting Package” means an application for a Mortgage Loan, in such form as complies with applicable Agency Regulations, signed by each and every Borrower, and all other documentation required by U. S. Bank.

2. Offerings of Mortgage Loans

- a) U.S. Bank will provide Broker a complete and accurate listing of all mortgage loan types that may be offered by Broker to U.S. Bank.
- b) U.S. Bank will make available to Broker the mortgage loan pricing of the available loan types, including the interest rate, discount points, any servicing release premium and any other specific U.S. Bank charges. Broker hereby acknowledges that the mortgage loan pricing made available to Broker is subject to change at any time, without prior notice to Broker.
- c) During the term of this Agreement, Broker may, by delivering an Underwriting Package to U.S. Bank, offer to U.S. Bank the Mortgage Loan represented by the Underwriting Package. Broker shall deliver to U.S. Bank with the Underwriting Package any and all fees collected from the Applicant for and on behalf of U.S. Bank.
- d) The delivery of the Underwriting Package shall constitute Broker's irrevocable offer of the Mortgage Loan to U.S. Bank. Broker represents, warrants, and covenants that it shall not offer any Mortgage Loan to any other party after Broker has offered the Mortgage Loan to U.S. Bank unless U.S. Bank shall refuse to originate such Mortgage Loan for any reason.
- e) Upon delivery of any and all documents and/or Applicant fees by Broker to U.S. Bank, said documents and/or Applicant fees become the exclusive property of U.S. Bank, and are not transferable to any other party without U.S. Bank's written consent.

3. Acceptance/Rejection, Approval, and Closing of Mortgage Loans

- a) U.S. Bank, at its sole and absolute discretion, may accept or reject any Mortgage Loan offered to U.S. Bank by Broker under this Agreement. Nothing in this Agreement shall be construed to require U.S. Bank to accept any Mortgage Loan offered to it by Broker.
- b) U.S. Bank shall underwrite and either approve or deny Mortgage Loans accepted from Broker. U.S. Bank will provide to Broker on a timely basis the status of each Mortgage Loan accepted for underwriting by U.S. Bank.
- c) U.S. Bank shall notify Broker of U.S. Bank's approval or denial of any Mortgage Loan submitted to U.S. Bank. U.S. Bank shall return to Broker any unused Applicant fees, or portions thereof, in connection with any Mortgage Loan denied or rejected by U.S. Bank. Broker shall provide rejected Applicants with an “adverse action notice” in the form, and containing the information, required under the federal Equal Credit Opportunity Act and Fair Credit Reporting Act, and shall refund to the Applicant any unused fees, or portions thereof, collected from the Applicant by Broker.
- d) All Mortgage Loans accepted and approved by U.S. Bank will be closed by Broker with U.S. Bank's funds. All closing agents must be acceptable to U.S. Bank, at its sole and absolute discretion.

- e) Notwithstanding anything to the contrary, if a Mortgage Loan is rejected by U.S. Bank, U.S. Bank will return any and all documents relating to such Mortgage Loan to Broker, and said documents will become the exclusive property of Broker.

4. Broker Compensation

- a) In consideration for Broker's efforts hereunder, U.S. Bank shall compensate Broker for the bundle of services, goods and facilities that Broker provides to Borrowers and to U.S. Bank. The compensation will be for Mortgage Loans closed and funded by U.S. Bank according to the mortgage pricing schedule established and announced by U.S. Bank from time to time. All compensation paid by U.S. Bank to Broker will be listed on the GFE and HUD 1 or HUD1A using the term "Mortgage Broker Compensation".
- b) If any Mortgage Loan is prepaid within four (4) months following the date of closing and/or disbursement of such loan, Broker shall refund to U.S. Bank all compensation received from U.S. Bank with respect to that Mortgage Loan.
- c) Broker acknowledges and agrees that the compensation described in 4.a. above shall be the only fees or compensation payable by U.S. Bank to Broker hereunder. Broker acknowledges that U.S. Bank has no responsibility or obligations to provide Broker with, or reimburse Broker for, any personnel, material, facilities or activities required by Broker to perform under this Agreement.

5. Broker Representations, Warranties, and Covenants with Respect to Services Performed

With respect to each and every Mortgage Loan offered by Broker to U.S. Bank hereunder, Broker represents, warrants, and covenants that is has performed, or will perform, at least the following services (unless any such service is not necessary or required for a particular Mortgage Loan under Agency regulations or by U.S. Bank):

- a) Solicited the prospective Borrower(s) for a Mortgage Loan.
- b) Using the application form approved by FNMA and FHLMC, obtained a complete residential mortgage loan application pertaining to and signed by the persons(s) who will execute the Mortgage Loan Note and to whom, or for whose benefit, the entire proceeds of the Mortgage Loan will be disbursed (the "Applicants"), and obtained all other necessary documents for the Underwriting Package.
- c) Analyzed the Applicant(s) income and debt and pre-qualified the Applicant(s) to determine the maximum mortgage that the Applicant(s) can afford.
- d) Educated the Applicant(s) in the home buying and financing process, advised the Applicant(s) about the different types of loan programs available, and demonstrated how closing costs and monthly payments would vary under each product.
- e) Collected financial information (tax returns, bank statements) and other related documents that are part of the application process.
- f) Initiated/ordered VOEs (verifications of employment) and VODs (verifications of deposits).
- g) Initiated/ordered requests for mortgage and other loan verifications.
- h) Initiated/ordered appraisals.
- i) Provided to Applicant(s) within the prescribed time frame all necessary documents and disclosures required under state and federal law and regulations, including, but not limited to, the Real Estate Settlement Procedures Act and Regulation X, The Equal Credit Opportunity Act and Regulation B, the Federal Truth in Lending Act and Regulation Z, the Fair Credit Reporting Act, the Flood Disaster Protection Act, the Fair Housing Act, and federal, state and local laws, rules or regulations.

- j) Unless otherwise agreed to by U.S. Bank, handled and will continue to handle all communications with Applicant(s), including, but not limited to, providing to an Applicant any and all written agreements regarding the interest rate and discount charges for the Mortgage Loan.
- k) Initiated/ordered credit report(s) and assisted and will continue to assist the Applicant(s) in understanding and clearing credit problems.
- l) Determined whether the Mortgaged Property is located in a flood zone or ordered such service.
- m) Collected from the Borrower the necessary fees, if any, as required by U.S. Bank, and delivered such fees to U.S. Bank with the Underwriting Package.
- n) Prepared, or caused to be prepared, the necessary closing documents required to complete the mortgage closing with an approved closing agent.
- o) Delivered the closing documents and all applicable fees, interest, escrow deposits, and other charges to U.S. Bank with the closing package.
- p) When applicable, immediately communicate to U.S. Bank the Borrower's cancellation of the application for the Mortgage Loan and the reason for the cancellation.
- q) Any other reasonable actions required by U.S. Bank.

6. Broker Representations and Warranties Regarding Mortgage Loans Offered to U.S. Bank

With respect to each Mortgage Loan offered to U.S. Bank under this Agreement, Broker represents and warrants the following:

- a) Each document provided to U.S. Bank by Broker is complete, accurate and genuine, including any and all signatures and initials on said documents. Each document provided to U.S. Bank was generated and/or obtained by Broker or Broker's bona fide employees, and was not obtained nor generated by another party.
- b) To the best of Broker's knowledge, there are no bankruptcy, foreclosure proceedings, or court actions pending or threatened against the Borrower other than those, if any, reflected in the documents provided by Broker and U.S. Bank.
- c) To the best of the Broker's knowledge, there is no adverse information or documentation concerning the Borrower or the Mortgaged property other than those, if any, reflected in the documentation provided by Broker to U.S. Bank.
- d) With respect to any Mortgage Loan, Broker is not the seller of the Mortgaged Property, the Borrower, or the Realtor, nor does Broker have any interest or involvement in the transaction or the Mortgaged Property other than as described herein.
- e) Each Mortgage Loan and related Underwriting Package complies with any applicable Agency Regulations and the loan types and pricing then offered by U.S. Bank. Broker understands and agrees that the Agency Regulations are incorporated in and made a part hereof.
- f) To the best of Broker's knowledge, there are no conditions present which could adversely affect the Mortgaged Property, including but not limited to, the presence of an Environmental Hazard.
- g) Broker has not submitted the Mortgage Loan to any party other than U.S. Bank.

7. General Representations, Warranties, and Covenants of Broker

Broker represents, warrants, and covenants to U.S. Bank that as the date of this Agreement and at all times while this Agreement is in full force and effect:

- a) Broker is duly organized, validly existing and in good standing under the laws and regulations governing its creation and existence, and is duly licensed, qualified and in good standing in the state where the property securing the Mortgage Loan is located if the laws of such state require licensing or qualification in order to conduct business of the type conducted by Broker.
- b) Broker has the power and authority to submit Mortgage Loans and to execute, deliver and perform this Agreement; the execution and performance under this Agreement have been duly authorized; this Agreement and all transfers will constitute legal, valid and binding obligations of Broker, enforced according to their terms.
- c) Approval of this Agreement and the transaction contemplated under this Agreement by any federal, state or local regulatory authority having jurisdiction over Broker has been obtained.
- d) All employees of Broker have not been nor are currently suspended, debarred or the subject of a Limited Denial of Participation under the provisions of the U.S. Department of Housing and Urban Development, or on the FNMA and FHLMC exclusionary list.
- e) There are no actions, suits, or proceedings pending against or affecting Broker before any court, government department, commission, board, bureau, or agency which would have a material adverse affect on the ability of Broker to perform its obligations under the terms of this Agreement.
- f) Broker shall at all times comply with any and all state, federal, and local laws, regulations, and/or ordinances , including, but not limited to, those relating to licensing and those that prohibit or limit fees, charges, or costs that brokers and/or lenders may impose on borrowers, and shall not, at any time, (i) discourage or dissuade any person from submitting an application for a Mortgage Loan (ii) offer or negotiate different interest rates or terms, or (iii) treat any Applicant or potential Applicant differently, on the basis of that person's race, sex, religion, national origin, age, color, disability, or marital status; or the fact that the person derives all or part of his/her income from any public assistance program; or the fact that the person has in good faith exercised any right under the Federal Consumer Credit Protection Act or any state anti-discrimination law; or based upon any other characteristic of the person which is defined to be a prohibited basis for credit discrimination under any state, federal, or local law, regulation, or ordinance. In addition and not in limitation of the foregoing, Broker shall not accept compensation from U.S. Bank for any Mortgage Loan if, when combined with fees paid to Broker by the Borrower, the Broker's total compensation in connection with the Mortgage Loan is not reasonable in relation to the bundle of services, goods and facilities provided by Broker in connection with the Mortgage Loan.
- g) Broker will not, without the prior consent of U.S. Bank, divulge to any party any information regarding any Borrower for any Mortgage Loan originated by U.S. Bank hereunder. Broker agrees that this covenant shall survive termination of this Agreement.
- h) Within 90 days after Broker's year-end, Broker will provide to U.S. Bank a year-end financial statement, completed in accordance with generally accepted accounting principles. Broker will also submit a current Mortgage Lending License issued by each state in which Broker originates loans.
- i) Broker agrees that U.S. Bank may conduct a quality control audit of the Mortgage Loans offered by Broker in order to re-verify the documentation and factual representations. Broker further agrees that U.S. Bank may conduct any audits of Broker's operations, personnel, or practices as may be required or reasonable under the Agency Regulations or U.S. Bank's reasonable discretion.

8. Representations and Warranties of U.S. Bank

U.S. Bank represents and warrants to Broker that as of the date of this Agreement and at all times while this Agreement is in full force and effect:

- a) U.S. Bank has the power and authority to accept submission of Mortgage Loans and to execute, deliver and perform this Agreement; the execution and performance under this Agreement have been duly authorized; this Agreement and all transfers will constitute legal, valid and binding obligations of U.S. Bank, enforceable according to their terms.
- b) Approval of this Agreement and the transaction completed under this Agreement by any federal, state or local regulatory authority having jurisdiction over U.S. Bank has been obtained.
- c) All employees of U.S. Bank have not been nor are currently suspended, debarred or the subject of a Limited Denial of Participation under the provisions of the U.S. Department of Housing and Urban Development, or on the FNMA and FHLMC exclusionary list.
- d) There are no actions, suits, or proceedings pending against or affecting U.S. Bank before any court, government department, commission, board, bureau, or agency, which would have a material adverse affect on the ability of U.S. Bank to perform its obligations under the terms of this Agreement.
- e) Other than the express representations and warranties made in this Section 8, U.S. Bank makes no representations or warranties to Broker.

9. Appraiser Certification

a) **Appraisal Standards** Broker understands the requirements of Title XI of the Financial Institutions Reform Recovery and Enforcement Act of 1989 (“FIRREA”), and the regulations implementing Title XI of FIRREA (“Regulations”) and acknowledge that the appraisals obtained by Broker in connection with Mortgage Loans offered to U.S. Bank, the appraisals comply with Title XI of FIRREA and the regulations.

b) **Appraiser Independence (Applies to Those Employing Fee Appraisers)**

Broker understands that all appraisals are to be completed without influence from someone who desires a specific value or specific outcome. Broker certifies as to each appraisal that: (i) Appraisal assignments ordered by broker are not based upon a requested minimum valuation, a specific valuation, or the approval of a loan; (ii) employment of the appraiser was not conditioned upon the appraisal producing a specific value or a value within a given range; (iii) future employment is not dependent upon an appraisal producing a specific value; (iv) employment, compensation and future employment are not based on whether a loan application is approved; (v) to the best of the Brokers knowledge, neither the appraiser nor any person with an ownership or other financial interest in either the builder, developer, seller, buyer, mortgage broker/lender or real estate broker/salesperson (or any person related to any of them) involved in the transaction for which the appraisal has been requested, or with the most recent sale or refinancing of any property used as a comparable property in the appraisal.

c) **Appraiser Independence (Applies to Those Employing Staff Appraisers)**

The appraiser does not have any ownership interest in either the builder, developer, seller, buyer or real estate broker/salesperson involved in the transaction for which the appraisal has been requested, or with the most recent sale or refinancing of any property used as a comparable property in the appraisal, and the appraiser is not involved in the lending, investment and collection functions of the company.

10. Indemnity; Liability

- a) Broker agrees to indemnify and hold U.S. Bank, its directors, officers, and employees harmless from any loss, damage, cost or expense resulting from, or alleged to have resulted from, any failure of Broker, its directors, officers, employees or agents to comply with the provisions, representations

and the warranties contained in this Agreement, including, but not limited to, Broker's failure to comply with any laws or regulations.

- b) Broker's indemnity obligations shall apply to all costs and expenses, including attorney's fees, incurred by U.S. Bank with or without suit, in defending against any and all claims by Borrowers, governmental agencies, or others, or resisting any defense. U.S. Bank reserves the right of approval of Broker's selection of attorneys at Broker's expense, to protect U.S. Bank's interest should it for any reason determine it advisable to do so.
- c) Broker shall give U.S. Bank immediate notice of any suit or action instituted against Broker arising out of Broker's representations or activities under this Agreement, and U.S. Bank shall have the right, but not the obligation, to participate in any such suit or action.
- d) U.S. Bank shall in no case be liable to Broker for any consequential, incidental, special, exemplary, or punitive damages.
- e) Broker understands that U.S. Bank performs quality control reviews of the Mortgage Loans that Broker submits to U.S. Bank for purchase. Broker hereby consents to the release of information about any loan application that is believed to contain misrepresentations and/or irregularities. Broker agrees and gives its consent that it and its employees may be named as the originating entity or loan officers on such loans, whether or not Broker or its employees are implicated in the misrepresentations and/or irregularities. Broker hereby releases and agrees to hold harmless U.S. Bank, Mortgage Asset Research Institute, Inc. ("MARI"), all Mortgage Industry Data Exchange ("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 U.S. Bank or any other MIDEX subscriber to MARI, recorded in the MIDEX system, and used in any way by U.S. Bank or any other MIDEX subscriber.

11. Non-Exclusivity

This Agreement shall be non-exclusive as to both U.S. Bank and Broker. It is expressly understood that notwithstanding the execution of this Agreement, the transfer of any Mortgage Loan by Broker to U.S. Bank hereunder or any covenants and agreement contained herein, U.S. Bank may make Mortgage Loans with or without the assistance of Broker and may use the services of other brokers, and Broker may transfer Mortgage Loan to other lenders.

12. Correspondent Lender's Manual

In addition to all of the obligations, agreements, representations and warranties specifically set forth herein, Broker hereby agrees to perform all obligations and agreements, make all representations and warranties, and comply with all the provisions of the Correspondent Manual (including any policies and procedures contained in program announcements, memoranda, or other similar communication) delivered to Broker, as may be modified or amended from time to time. Modifications and additions to the Correspondent Manual shall become effective upon the date received by Broker. All provisions of the Correspondent Manual are hereby incorporated into this Agreement by reference.

13. Amendment; Interpretation

- a) U.S. Bank reserves the right to change, alter or modify the terms of this Agreement or the Servicing Release Schedule at anytime. Any change to this Agreement shall be made in writing to Broker by U.S. Bank. Any Mortgage Loan, which has been submitted to U.S. Bank prior to the effective date of any change to this Agreement, shall not be impacted by such change.
- b) If any terms of this Agreement are deemed to be invalid or unenforceable for any reason whatsoever, such event shall not render invalid any of the remaining provisions, as they remain severable apart

from the terms of this Agreement. Words and phrases in this Agreement shall be interpreted according to their plain meaning, and no term of this Agreement shall be construed against U.S. Bank merely because U.S. Bank is the drafter.

14. Assignment

Neither this Agreement nor any duties, obligations, or rights hereunder shall be assignable by Broker without prior written consent of U.S. Bank. U.S. Bank shall have the right to assign this Agreement and its duties, obligations, or rights hereunder upon written notice to Broker. A sale or other transfer of a substantial portion of the assets of Broker or any change in the ownership or a majority interest in Broker, whether by sale of assets, merger, consolidation, or any other circumstances where the effect is to pass ownership of a majority interest in Broker, shall be deemed an assignment for purposes of this Section 14.

15. Term; Termination; Default

- a) This Agreement is for no specific time and may be terminated by either party, with or without cause, upon ten (10) days written notice to the other party.
- b) Notwithstanding the foregoing and in addition to any other remedies available to U.S. Bank under this Agreement or under applicable law, U.S. Bank may terminate this entire Agreement, and revoke its acceptance of any Mortgage Loans not yet closed, without notice to Broker, if (i) any representations and warranties made by Broker to U.S. Bank pursuant to this Agreement are not true and correct, or (ii) there is breach by Broker in the performance of any covenants or obligations under this Agreement. In addition, this Agreement shall terminate automatically in the event Broker becomes insolvent or bankrupt or institutes any proceedings to be declared insolvent or bankrupt.
- c) The representations, warranties, covenants, and obligations of Broker with respect to any Mortgage Loans offered to U.S. Bank by Broker prior to the termination of this Agreement shall remain in full force and effect notwithstanding termination or cancellation of this Agreement for any reason.
- d) Broker shall be in default under this Agreement in the event that:
 - (i) Any misstatement or omission of material fact with respect to a Mortgage Loan is discovered by U.S. Bank or its representative or assigns or disclosed to U.S. Bank or its representative or assigns by inspection by U.S. Bank or its representatives, or otherwise.
 - (ii) Any term of this Agreement is breached by the Broker with respect to the Mortgage Loan.
 - (iii) Broker does not comply with U.S. Bank's underwriting and closing contingencies with respect to a particular Mortgage Loan, and such failure impairs the ability of U.S. Bank to sell the loan or requires the repurchase by U.S. Bank of the loan from the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association or other investor.
 - (iv) Any material fraud, misrepresentation or act of omission with respect to the information submitted on a particular Mortgage Loan is determined to exist by U.S. Bank or another investor, and Broker knew or in the exercise of reasonable diligence should have known of the false or fraudulent information. This includes, but is not limited to, any misrepresentation of income, funds on deposit, employment, or occupancy status as defined in the Mortgage or Deed of Trust.
- e) Upon occurrence of any event of default described in (d) above, Broker shall, upon U.S. Bank's demand, immediately purchase from U.S. Bank, the Mortgage Loan to which the default relates. Except as provided below, the purchase price for any Mortgage Loan that Broker is required to purchase from U.S. Bank shall be an amount equal to the then unpaid principal balance of the Mortgage Loan plus any accrued interest through the date of purchase by Broker (plus any

compensation paid to Broker by U.S. Bank for services), and the costs and expenses (including attorney's fees) incurred by U.S. Bank in connection with the default. U.S. Bank's right to demand Broker's purchase of a Mortgage Loan shall be in addition to, and not in lieu of, any other remedies for default that U.S. Bank has against Broker under this Agreement, at law, or in equity.

- f) In the event that U.S. Bank is required to purchase a Mortgage Loan sold by U.S. Bank to GNMA, FNMA, FHLMC, or any other investor, or pledged or placed by U.S. Bank in a mortgage pool for any of the reasons set forth in Subsections (i)-(iv) of Section 15(d), the price to be paid by Broker to U.S. Bank on purchase of the Mortgage Loan by Broker shall be an amount equal to the sum U.S. Bank was required to pay in order to repurchase the Mortgage Loan plus accrued interest from the date of the purchase of the Mortgage Loan by the Broker plus any costs and expenses (including reasonable attorney's fees) incurred by U.S. Bank in connection with the transaction.
- g) Each and every Mortgage Loan purchased by Broker from U.S. Bank pursuant to this Agreement shall be transferred by U.S. Bank "AS IS," without representation or warranty by U.S. Bank, and WITHOUT RECOURSE.

16. Relationship

Broker shall not be considered, under the provisions of this Agreement or otherwise, as having employee status, and shall not be entitled to any reimbursement for any expense incurred by Broker under this Agreement. Broker shall have no authority to bind, obligate or commit U.S. Bank by any promise or representation unless specifically authorized by U.S. Bank in writing. This Agreement shall not be construed as a partnership or joint venture, and neither party hereto shall be liable for any obligation incurred by the other, except as provided herein. Neither party shall be deemed to constitute the other party as its agent. Broker hereby agrees that U.S. Bank may reject any actions, which Broker may have improperly taken on U.S. Bank's behalf.

17. Notices

Except as otherwise provided in this Agreement, all notices or other communications required under this Agreement shall be in writing at the following addresses, or at such other address as may be furnished to the other party:

U.S. Bank N.A.
1550 East 79th St., Suite 530
Bloomington, Minnesota 55425
Attn: Richard D. Kelley

Broker: _____

Attn: _____

18. Entire Agreement

This Agreement supersedes any and all other Agreements, either oral and or in writing, between the parties hereto with respect to the subject matter hereto, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

19. Attorney's Fees

If any action at law or in equity is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, in addition to any other relief to which the prevailing party may be entitled.

20. Governing Law

The validity of this Agreement and any of its terms or provisions, as well as the right and duties of the parties hereunder, shall be governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BROKER: _____

U.S. BANK N.A.

By: _____

By: _____

Name: _____

Name: Richard D. Kelley

Title: _____

Title: Senior Vice President