

## EXECUTION COPY

## REVERSE MORTGAGE SHARED-LOSS AGREEMENT

This REVERSE MORTGAGE SHARED-LOSS AGREEMENT (this “Agreement”) is made and entered into as of the 19th day of March, 2009 by and among the FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC FEDERAL BANK, FSB (the “Receiver”), ONEWEST BANK, FSB (the “Bank”) and FINANCIAL FREEDOM ACQUISITION LLC (the “Purchaser”). The terms hereof shall modify and supplement, as necessary, the terms of the Reverse Mortgage Business Asset Purchase Agreement by and among the Receiver, Financial Freedom Senior Funding Corporation, the Bank and the Purchaser of even date herewith (the “APA”). To the extent any inconsistencies may arise between the terms of the APA and this Agreement with respect to the subject matter of this Agreement, the terms of this Agreement shall control. References in this Agreement to a particular Section shall be deemed to refer to a Section in this Agreement, unless the context indicates that it is intended to be a reference to a Section of the APA.

## ARTICLE I – DEFINITIONS

The capitalized terms set forth below, as used in this Agreement, shall have the following meanings. Capitalized terms that are not otherwise defined herein are used as defined in the APA.

“**Accounting Records**” means (i) the subsidiary system of record on which the loan history and balance of each Shared-Loss Loan is maintained; (ii) individual loan files containing either an original or copies of documents that are customary and reasonable with respect to servicing reverse mortgage loans (including, to the extent applicable, documents related to compliance with FHA/HUD guidelines), including management and disposition of other real estate; (iii) records of loss calculations and supporting documentation with respect to line items on the loss calculations and (iv) monthly performance reports customarily utilized by the Purchaser in management of reverse mortgage loan portfolios.

“**Accrued Interest**” means interest accrued on a Shared-Loss Loan following a Maturity Event with respect to such Shared-Loss Loan at the note rate specified in the applicable loan documents; provided, that such accrual shall be limited to ninety (90) days.

“**Advance Reimbursement Date**” means, the seventh (7<sup>th</sup>) Business Day of each month. With respect to the first Advance Reimbursement Date, “the previous Advance Reimbursement Date” means the Closing Date.

“**Commencement Date**” means the Closing Date.

“**Cumulative Shared-Loss Amount**” means, on each Shared-Loss Reimbursement Date, the sum of the Monthly Shared-Loss Amounts less the sum of the monthly Receiver Recoveries on the Shared-Loss Loans for the prior calendar quarter.

“**Customary Servicing Procedures**” means with respect to a Shared-Loss Loan, the procedures that the Purchaser customarily employs and exercises in servicing and administering reverse mortgage loans for its own accounts, which servicing procedures shall at all times be in accordance with the terms of the related Mortgage and Mortgage Note, the FHA regulations and

HUD Handbook, to the extent applicable. To the extent a servicing issue or procedure arises that is not contemplated or covered by the FHA Regulations or the HUD Handbook, to the extent applicable, the Purchaser shall service the Shared-Loss Loans in accordance with (i) the Fannie Mae Guides, to the extent applicable; (ii) the servicing duties as prescribed herein, including the Guidelines (as applicable); (iii) applicable local, state and federal laws, rules and regulations; and (iv) accepted mortgage servicing practices of prudent mortgage lending institutions which service reverse mortgage loans in the jurisdiction where the related mortgaged property is located. For the avoidance of doubt, (A) with respect to the Shared-Loss Loans that are Proprietary Reverse Mortgage Loans, the FHA Regulations, HUD Handbook and Fannie Mae Guides shall not be deemed applicable to such Shared-Loss Loans and (B) with respect to the Shared-Loss Loans that are Fannie Mae Home Keeper Loans, the FHA Regulations and HUD Handbook shall not be deemed applicable to such Shared-Loss Loans.

**“Fannie Mae Home Keeper Loan”** means a Reverse Mortgage Loan originated pursuant to Fannie Mae’s Home Keeper program for reverse mortgage loans.

**“Final Shared-Loss Month”** means the earlier of (i) the calendar month in which the Receiver Clean-up Call is exercised, (ii) the calendar month in which a Portfolio Sale occurs, or (iii) the calendar month in which the last Shared-Loss Loan is fully paid or liquidated.

**“Foreclosure Loss”** means the loss realized when the Purchaser has completed the foreclosure on a Shared-Loss Loan and realized final recovery on the collateral through liquidation and recovery of any insurance proceeds. Each Foreclosure Loss shall be calculated in accordance with the form and methodology specified in Exhibit 2.

**“Independent Accounting Firm”** means a nationally recognized certified public accounting firm selected by the Purchaser and approved by the Receiver (including approval by the Receiver of the engagement terms of such firm), which approval shall not be unreasonably withheld.

**“Interest Reimbursement Amount”** means, with respect to any Principal Advance made by the Purchaser which the Receiver is obligated to reimburse under the terms of the Reverse Mortgage Participation and Servicing Agreement, an amount equal to the interest on such Principal Advances (excluding Servicing Fees) that the Receiver is required to pay to the Purchaser as provided in Exhibit F to the APA and the Final Documentation, calculated using the same rate of interest applicable to the underlying Shared-Loss Loan to which such Principal Advances relates for a period from the date that the Purchaser makes such Principal Advance up until the date the Purchaser is actually reimbursed for such Principal Advance.

**“Loan Sale Loss”** means the loss realized by the Purchaser upon the sale of a Shared-Loss Loan by the Purchaser to an unaffiliated person or entity with the Receiver’s consent as set forth in Section 2.6. Loan Sale Loss will be calculated as the unpaid principal balance of the Shared-Loss Loan less the net sale price received by the Purchaser for the Shared-Loss Loan.

**“Loss”** means, as applicable, a Foreclosure Loss, Short Sale Loss, Portfolio Loss, Loan Sale Loss, excluding any consequential, special or indirect damages, lost profits, lost investment or business opportunity, interest (except as expressly set forth in this Agreement), damages to

reputation, punitive damages, exemplary damages, treble damages, nominal damages and operating losses.

**“Loss Share Accrued Interest”** means, with respect to each Shared-Loss Loan on each Advance Reimbursement Date, an amount equal to (i) all interest that has accrued on and been capitalized into the unpaid principal balance of such Shared-Loss Loan pursuant to the terms thereof since the previous Advance Reimbursement Date, multiplied by (ii) the Receiver’s Shared-Loss Percentage as of the previous Advance Reimbursement Date.

**“Monthly Certificate”** has the meaning provided in Section 2.1(b) of this Agreement.

**“Monthly Net Shared-Loss Amount”** means the Monthly Shared-Loss Amount less the total Receiver Recoveries for any Shared-Loss Month.

**“Monthly Shared-Loss Amount”** means the sum of all Shared-Loss Amounts for any Shared-Loss Month.

**“Outstanding Purchaser Advance Balance”** means, as of any date of determination with respect to any Shared-Loss Loan, (i) all Principal Advances (other than Servicing Fees) made by Purchaser after the Closing Date with respect to such Shared-Loss Loan on or prior to such date of determination, less (ii) the sum of (A) any Reimbursed Amounts with respect to such Shared-Loss Loan on or prior to such date of determination, (B) (1) any principal repayments (after first subtracting any outstanding Servicing Fees) collected by Purchaser with respect to such Shared-Loss Loan on or prior to such date of determination, multiplied by (2) a fraction equal to the Outstanding Purchaser Advance Balance immediately prior to such repayment divided by the total unpaid principal balance of such Shared-Loss Loan immediately prior to such repayment, and (C) all Shared-Loss Amounts paid to Purchaser under Section 2.1(d) with respect to such Shared-Loss Loan prior to such date of determination.

**“Portfolio Loss”** means the loss realized on the Portfolio Sale of the remaining Shared-Loss Loans calculated in accordance with the terms of Article IV.

**“Portfolio Sale”** has the meaning provided in Section 4.1 of this Agreement.

**“Receiver Clean-up Call Payment”** means the final cash payment by the Receiver in settlement of all remaining obligations owed to the Purchaser pursuant to Section 2.1(f).

**“Receiver Recoveries”** means the amount of shared Recovery Amounts due to the Receiver, which amount is calculated by multiplying the Recovery Amounts by the Receiver’s Shared-Loss Percentage used in the calculation of the related Shared-Loss Amount.

**“Receiver’s Shared-Loss Percentage”** means, at any date of determination and with respect to any Shared-Loss Loan, a fraction, expressed as a percentage, (i) the numerator of which is the Outstanding Purchaser Advance Balance as of the previous Advance Reimbursement Date plus the aggregate Loss Share Accrued Interest as of the previous Advance Reimbursement Date, and (ii) the denominator of which is the outstanding unpaid principal balance of such Shared-Loss Loan as of the previous Advance Reimbursement Date.

**“Recovery Amount”** means, with respect to any period prior to the Termination Date, the amount of collected funds received by the Purchaser that (i) are collected from a Mortgagor or other third-party in respect of a foreclosed Shared-Loss Loan, subsequent to the reimbursement of the Purchaser by the Receiver for a Foreclosure Loss in respect of such Shared-Loss Loan, (ii) any amounts received from HUD in connection with an assignment to HUD in connection with HECM Loan or (iii) are received from any source other than as described in clauses (i) or (ii) in respect of any Shared-Loss Loan subsequent to the reimbursement of the Purchaser by the Receiver for a Loss in respect of such Shared-Loss Loan which represents a payment under any insurance, guaranty or similar arrangement.

**“Reimbursed Amount”** has the meaning provided in Section 2.1(h) of this Agreement.

**“Reverse Mortgage Participation and Servicing Agreement”** means the Reverse Mortgage Participation and Servicing Agreement, to be entered into within thirty (30) days after the Closing Date, between the Purchaser, Receiver and a custodian, pursuant to the terms of the term sheet attached to the APA as Exhibit C.

**“Servicing Officer”** has the meaning provided in Section 2.1(c) of this Agreement.

**“Shared-Loss Amount”** as of any date of determination means the amount of any Loss multiplied by the Receiver’s Shared-Loss Percentage as of such date of determination.

**“Shared-Loss Loans”** means the Reverse Mortgage Loans identified on the Loan Schedule attached to the APA as Schedule 1.01(c). For the avoidance of doubt, the term “Shared-Loss Loan” shall include Proprietary Reverse Mortgage Loans and HECM Loans.

**“Shared-Loss Month”** means each calendar month between the Commencement Date and the last day of the Final Shared-Loss Month, provided that, the first Shared-Loss Month shall begin on the Commencement Date and end on the last day of that month.

**“Shared-Loss Payment”** means to extent there are any Losses, on each Shared-Loss Reimbursement Date, payment by the Receiver to the Purchaser of an amount equal to the Cumulative Shared-Loss Amount pursuant to Section 2.1(d)(i).

**“Shared-Loss Reimbursement Date”** means each date, following the Commencement Date, that is no later than thirty (30) days after the end of each calendar quarter, or such other date as mutually agreed between the parties hereto, ending on the Final Shared-Loss Month.

**“Short-Sale Loss”** means the loss resulting from the Purchaser’s agreement with the Mortgagor (or the Mortgagor’s estate if applicable) to accept a payoff in an amount less than the balance due on the loan. Each Short-Sale Loss shall be calculated in accordance with the form and methodology specified in Exhibit 2A.

**“Stated Threshold”** means an amount equal to \$200,000,000.

**“Termination Date”** means the date on which this Agreement will expire, which shall be the earliest of (i) the date the Receiver makes the Receiver Clean-Up Call Payment to Purchaser pursuant to Section 2.1(f), (ii) the date of a Portfolio Sale pursuant to Section 4.1 of this

Agreement, or (iii) the end of the calendar month in which the last Shared-Loss Loan is fully paid or liquidated. For the avoidance of doubt, the occurrence of the Termination Date shall not terminate the Receiver's final payment obligation under Section 2.1(d).

## ARTICLE II

### SHARED-LOSS ARRANGEMENT; PARTICIPATION INTEREST IN UNFUNDED COMMITMENTS

#### 2.1 Shared-Loss Arrangement.

(a) Loss Mitigation and Consideration of Alternatives. Upon a Maturity Event, if it is reasonably foreseeable that a Shared-Loss Loan may incur a Loss, the Purchaser shall undertake reasonable and customary loss mitigation efforts in compliance with the Customary Servicing Procedures. The Purchaser shall document its consideration of foreclosure and short-sale (if a short-sale is a viable and permissible option and is proposed to the Purchaser) alternatives and shall select the alternative that is reasonably estimated by the Purchaser to result in the least Loss. The Purchaser shall retain all analyses of the considered alternatives and servicing records and allow the Receiver to inspect them upon reasonable notice.

(b) Monthly Certificates. Not later than fifteen (15) days after the end of each Shared-Loss Month, beginning with the month in which the Commencement Date occurs and ending with the Final Shared-Loss Month, the Purchaser shall deliver to the Receiver a certificate, signed by an officer of the Purchaser whose name appears on a list of servicing officers furnished by the Purchaser to the Receiver (a "Servicing Officer"), setting forth in such form and detail as the Receiver may reasonably specify (a "Monthly Certificate"):

(A) a schedule substantially in the form of Exhibit 1A listing:

(i) each Shared-Loss Loan for which a Loss is being claimed and the related Loss, Receiver's Shared-Loss Percentage and Shared-Loss Amount;

(ii) the Monthly Shared-Loss Amount;

(iii) total monthly Receiver Recoveries based on the calculations in Exhibit 1B, listing each Shared-Loss Loan for which a recovery was received during the month and the Recovery Amount (and to the extent applicable, separately stating the amount received from HUD);

(iv) the Monthly Net Shared-Loss Amount; and

(v) the Cumulative Shared-Loss Amount as of the beginning and end of the month.

(B) for each of the Shared-Loss Loans for which a Loss is claimed for a Shared-Loss Month, a schedule showing the calculation of the Loss Amount using the

form and methodology shown in Exhibit 2 or Exhibit 2A as applicable, or as otherwise calculated with respect to Portfolio Loss or Loan Sale Loss.

(C) a portfolio performance and summary schedule substantially in the form shown in Exhibit 3.

(c) Monthly Data Download. Not later than fifteen (15) days after the end of each month, beginning with the month in which the Commencement Date occurs and ending with the Final Shared-Loss Month, the Purchaser shall provide the Receiver:

(i) the servicing file in machine-readable format including but not limited to the following fields for each outstanding Shared-Loss Loan, as applicable:

- (A) Loan number
- (B) Origination date
- (C) Original principal amount
- (D) Date Maturity Event occurs
- (E) Prepayments paid-to date
- (F) Loan type (HECM or proprietary)
- (G) Loan status (in foreclosure, etc.)
- (H) Current principal balance
- (I) Principal Limit
- (J) Collateral value at origination
- (K) Updated Collateral value, if any
- (L) Latest Collateral valuation date
- (M) Interest rate
- (N) Mortgagor(s) age(s) at origination
- (O) Interest rate type (fixed or adjustable)
- (P) If adjustable: index, margin, next interest rate reset date
- (Q) Payment/Interest rate cap and/or floor
- (R) Number of mortgagors
- (S) Property address, including city, state, zip code
- (T) Property type (single-family detached, condominium, duplex, etc.)
- (U) Loan type (LOC or Term)
- (V) Credit Limit

(ii) An Excel or similar file for real property held as a result of foreclosure on a Shared-Loss Loan listing, as applicable:

- (A) Foreclosure date
- (B) Unpaid loan principal balance
- (C) Appraised value or BPO value
- (D) Projected liquidation date

(d) Payments with respect to Shared-Loss Loans.

(i) In connection with the Outstanding Purchaser Advance Amount, on or prior to each Shared-Loss Reimbursement Date, the Receiver shall pay to the Purchaser, in immediately available funds, an amount equal to any Cumulative Shared-Loss Amount reported on the most current Monthly Certificate received by the Receiver within fifteen (15) days after the end of such calendar quarter. If any Monthly Certificates with respect to a calendar quarter are delivered more than fifteen (15) days after the end of such calendar quarter but within fifteen (15) days after the end of any subsequent calendar quarter, the Monthly Net Shared-Loss Amount reported in such delayed Monthly Certificates shall be included in the calculation of the Cumulative Shared-Loss Amount for such subsequent calendar quarter. If the Cumulative Shared-Loss Amount is a negative number, the Purchaser shall pay to the Receiver, in immediately available funds no later than thirty (30) days after the end of such calendar quarter, an amount equal to such excess.

(ii) No later than thirty (30) days after the Termination Date, the Receiver shall pay to the Purchaser, in immediately available funds, an amount equal to the Cumulative Shared-Loss Amount calculated from the previous Shared-Loss Reimbursement Date to the Termination Date (including any delayed Monthly Certificates relating to prior calendar quarters).

(iii) To the extent that either the Receiver or the Purchaser does not make any payment required by this Section 2.1(d) within thirty (30) days following the end of the calendar quarter, any amount not paid shall thereafter accrue interest at LIBOR plus 250 basis points until paid. For purposes of this Agreement, "LIBOR" shall be as determined in accordance with the Mortgage Loan Master Repurchase Agreement dated as of the date hereof between the Receiver and the Purchaser.

(e) Limitations on Shared-Loss Payment.

(i) The Receiver shall not be required to make any payments pursuant to Section 2.1(d) with respect to any Loss in the event that the Receiver determines that the Purchaser has not complied with the criteria set forth in this Agreement (including the analysis and documentation requirements of Section 2.1(b) or the obligation to adhere to the Customary Servicing Procedures (including, to the extent applicable, the failure to adhere to HUD Guidelines with respect to HECM Loans). If the Receiver makes such a determination, the Receiver shall promptly provide a written notice to the Purchaser detailing the grounds for such determination. If the Purchaser disagrees with such determination, it shall promptly provide a written notice (a "Notice of Disagreement") to the Receiver detailing the Purchaser's compliance with the criteria set forth in this Agreement and otherwise detailing the Purchaser's grounds for such disagreement (a "Disagreement"). If the Purchaser demonstrates to the satisfaction of the Receiver, in the Receiver's reasonable judgment, that the grounds for the Receiver's determination were insufficient, no longer exist or have been cured, then the Receiver shall pay the Purchaser the amounts affected by the Receiver's determination within fifteen (15) days after such demonstration by the Purchaser. In the event that the Receiver is not required to make any payment with respect to any Loss claimed pursuant to Section 2.1(a), the Receiver and the Purchaser shall make the necessary adjustments to the Monthly Shared-Loss Amount(s) for the

applicable Monthly Certificate(s) and the payment pursuant to Section 2.1(a) above shall be adjusted accordingly.

(ii) If the Purchaser has delivered a Notice of Disagreement, the parties shall promptly commence good faith negotiations with a view to resolving the Disagreement. If the parties do not resolve the Disagreement within ten (10) Business Days after the delivery of the Notice of Disagreement to the Receiver (with such resolution evidenced by a written agreement signed by the Purchaser and the Receiver), such Disagreement or portion thereof that is not resolved shall be referred by the Purchaser to the Independent Accounting Firm for resolution. The Purchaser shall provide the Independent Accounting Firm with a copy of this Agreement, the Notice of Disagreement and any supporting documentation that has been exchanged by the parties. The Independent Accounting Firm shall decide the Disagreement by determining, based solely on the terms of this Agreement and the documents made available to it in accordance with this Section 2.1(e)(ii), whether the Purchaser has complied with the criteria set forth in this Agreement (including the analysis and documentation requirements of Section 2.1(a) and the obligation to adhere to the Customary Servicing Procedures) and shall not determine the amount of such payment. The Independent Accounting Firm shall issue a written decision, a copy of which shall be provided to each party, setting forth the resolution of the Disagreement. Such resolution by the Independent Accounting Firm shall be final and binding upon the parties and the parties expressly acknowledge the foregoing. The Purchaser and the Receiver shall use their best efforts to cause the Independent Accounting Firm to render its determination as soon as practicable after the referral to it of the Disagreement but in any event shall direct the Independent Accounting Firm to render its decision no later than thirty (30) days after the date on which the Independent Accounting Firm receives all of the information to be provided to it in accordance with this Section 2.1(e)(ii). The Purchaser and the Receiver each shall cooperate with the Independent Accounting Firm and provide such firm with reasonable access to such Accounting Records and personnel as the Independent Accounting Firm reasonably requests in order to render its determination. Either the Purchaser and the Receiver may enforce the decision of the Independent Accounting Firm in a court of competent jurisdiction, but neither the Purchaser and the Receiver shall challenge or seek to appeal the decision of the Independent Accounting Firm, and each expressly waives any right it may otherwise have to so challenge such decision. The fees and expenses of the Independent Accounting Firm shall be shared equally by the Purchaser and the Receiver. Following the resolution of the Disagreement, the Receiver and the Purchaser shall make the necessary adjustments to the Monthly Shared-Loss Amount(s) for the applicable Monthly Certificate(s) and the payment pursuant to Section 2.1(d) above shall be adjusted accordingly to include or exclude the amount of the claimed Loss in accordance with the decision of the Independent Accounting Firm.

(iii) Notwithstanding anything to the contrary contained herein, if, at any time after the Receiver makes a payment to the Purchaser pursuant to Section 2.1(d), the Receiver determines that such payment should not have been made because the Purchaser had not complied with the criteria set forth in this Agreement, the Receiver may provide a written notice to the Purchaser detailing the grounds for such determination and requesting that the full amount of such payment be returned to the Receiver. If the Purchaser disagrees with such determination, it shall promptly submit a Notice of Disagreement to the Receiver detailing the grounds for such Disagreement, and such Disagreement shall be resolved as provided in this



Section 2.1(e). If the Purchaser does not submit a Notice of Disagreement to the Receiver within ten (10) Business Days after receipt of written notice of the Receiver's determination or if the Disagreement with respect to the Receiver's determination is resolved in the Receiver's favor, then, at the sole option of the Receiver, (i) the Receiver may offset the full amount of the payment that was the subject of the Notice of Disagreement against any other payments the Receiver is required to make to the Purchaser pursuant to Section 2.1(d) or (ii) the Purchaser shall, within two (2) Business Days after a request for payment is made by the Receiver, return to the Receiver the full amount of the payment that was the subject of the Notice of Disagreement, and, in either case, the Receiver and the Purchaser shall make any necessary adjustments to all affected Monthly Certificate(s).

(f) Shared-Loss Payment Clean-up Call.

(i) Within the six (6) month period prior to the tenth anniversary following the Commencement Date, the Receiver may make a single election, by giving notice in writing to the Purchaser, to make a final cash payment to the Purchaser in settlement of all remaining loss share obligations owed to the Purchaser under this Agreement. The amount of such final cash payment shall be equal to the difference between (x) the value of the Shared-Loss Loans applying the shared-loss protection provided for in this Agreement and (y) the value of such Shared-Loss Loans without the shared-loss protection, such values to be determined by taking the average of the valuations provided by two independent third party appraisers who are experienced in the valuation of loans similar to the Shared-Loss Loans, one of whom shall be selected by the Receiver and one of whom shall be selected by the Purchaser. Each party shall bear the costs and expenses of the third party appraiser that it selects. After the Receiver makes such final cash payment to the Purchaser, each party shall be relieved of its obligations under this Agreement.

(ii) Notwithstanding anything to the contrary in clause (i) above, the Receiver may, in its sole discretion, after review of the valuations provided by the third party appraisers, by written notice to the Purchaser, elect not to make the final cash payment to the Purchaser, and the Receiver shall not have any obligation to cash-settle its remaining obligations and such obligations shall remain in full force and effect. If the Receiver elects not to make the final cash payment to the Purchaser after the valuation of the third party appraisers has been performed, the costs and expenses of such appraisers shall be borne by the Receiver. Within fifteen (15) days after the value of the Shared-Loss Loans is determined in accordance with Section 2.1(f)(i), the Receiver shall either (a) pay to the Purchaser the final cash payment or (b) deliver a notice of its election not to make the final cash payment.

(g) Payments by Wire-Transfer. All payments under this Agreement shall be made by wire-transfer in accordance with the wire-transfer instructions on Exhibit 4.

(h) Participation Interest Resulting from Reimbursements above the Stated Threshold.

On and after the Commencement Date, pursuant to Exhibit F to the APA and the Final Documentation (as defined therein), the Receiver shall be obligated to reimburse the Purchaser for certain Principal Advances made with respect to the Reverse Mortgage Loans that

cause the Outstanding Purchaser Advance Balance to exceed the Stated Threshold (the amount of such reimbursed Principal Advances, the “Reimbursed Amount”) and, in exchange for such reimbursements, will be entitled to a participation interest on a loan level basis in the related Reverse Mortgage Loans, in each case as provided in Exhibit F to the APA and the Final Documentation. The Purchaser acknowledges that the Receiver will not be subject to the loss sharing arrangement set forth in this Agreement with respect to the Reimbursed Amount.

## **2.2 Auditor Report; Right to Audit**

(a) Within ninety (90) days after the end of each calendar year during which the Receiver makes any payment to the Purchaser under this Agreement, the Purchaser shall deliver to the Receiver a report signed by its independent public accountants stating that, in the course of their annual audit of the Purchaser’s books and records, nothing has come to their attention suggesting that any computations required to be made by the Purchaser during such calendar year pursuant to this Article II were not made by the Purchaser in accordance herewith. In the event that the Purchaser cannot comply with the preceding sentence, it shall promptly submit to the Receiver corrected computations together with a report signed by its independent public accountants stating that, after giving effect to such corrected computations, nothing has come to their attention suggesting that any computations required to be made by the Purchaser during such year pursuant to this Article II were not made by the Purchaser in accordance herewith. Such reports shall be conducted substantially in compliance with the Uniform Single Attestation Program for Mortgage Bankers. In such event, the Purchaser and the Receiver shall make all such accounting adjustments and payments as may be necessary to give effect to each correction reflected in such corrected computations, retroactive to the date on which the corresponding incorrect computation was made. (b) Not more than once per calendar quarter, the Receiver or the FDIC may perform an audit or audits to determine the Purchaser’s compliance with the provisions of this Agreement, including this Article II, by providing not less than ten (10) Business Days’ prior written notice. If the Receiver or the FDIC has given the Purchaser prior notice of an audit in accordance with the preceding sentence, the Purchaser shall provide access to pertinent records and proximate working space in the Purchaser’s facilities. The scope of the audit shall be limited to the books and records described in Section 2.3 and shall be of reasonable duration. The Receiver or the FDIC, as the case may be, shall bear the expense of any such audit. In the event that any corrections are necessary as a result of such an audit or audits, the Purchaser and the Receiver shall make such accounting adjustments and payments as may be necessary to give retroactive effect to such corrections.

**2.3 Books and Records.** The Purchaser shall at all times keep or cause to be kept books and records sufficient to ensure and document compliance with the terms of this Agreement, including but not limited to (a) documentation of alternatives considered with respect to defaulted loans or loans for which default is reasonably foreseeable as set forth in Section 2.1, (b) documentation showing the calculation of Loss for claims submitted to the Receiver, (c) retention of documents that support each line item on the Loss claim forms, and (d) documentation with respect to the Recovery Amount on Shared-Loss Loans for which the Receiver has made a Shared-Loss Payment.

**2.4 Information.** The Purchaser shall promptly provide to the Receiver such other information, including but not limited to financial statements, computations, and bank policies

and procedures, relating to the performance of the provisions of this Agreement, as the Receiver may reasonably request from time to time.

**2.5 Tax Ruling.** The Purchaser shall not at any time, without the Receiver's prior written consent, seek to qualify for any special tax treatment or benefits associated with any payments made by the Receiver pursuant to this Agreement.

**2.6 Sale or Assignment of Shared-Loss Loans.** The Receiver shall be relieved of its obligations with respect to a Shared-Loss Loan upon payment of a Foreclosure Loss amount, a Short Sale Loss amount with respect to such Shared-Loss Loan or upon the sale of a Shared-Loss Loan by the Purchaser to an unaffiliated person or entity, provided that, if the Purchaser has received the Receiver's prior written consent to sell a Shared-Loss Loan to an unaffiliated person or entity (which consent may be granted or withheld in the Receiver's sole discretion), any Loan Sale Loss relating thereto may be included in the calculation of the Cumulative Loss Amount hereunder. The Purchaser shall provide the Receiver with timely notice of any such sale. Notwithstanding the foregoing, the Receiver shall not be relieved of its obligations under this Agreement in the case of, and the Purchaser shall be permitted to sell or assign its rights under this Agreement in connection with, (i) any change in the ownership or control of the Purchaser, (ii) a merger by the Purchaser with or into any other entity, (iii) a sale by the Purchaser of all or substantially all of its assets and (iv) any pledge or collateral assignment of rights by the Purchaser of its rights under this Agreement as collateral for any Federal Home Loan Bank financing or other third party financing, or any securitization transaction, with respect to the Shared-Loss Loans that is completed with the prior written consent of the Receiver, which consent shall not be unreasonably withheld provided that there is no monetization by the Purchaser of the assignment of the benefits of this Agreement. In determining whether to grant consent for any transaction referenced in clause (iv) above, the Receiver will consider the equitable allocation of the economic benefits associated with any proposed assignment of the benefits of this Agreement.

### **ARTICLE III – RULES REGARDING THE SERVICING AND ADMINISTRATION OF THE SHARED-LOSS LOANS**

**3.1 Customary Servicing Procedures.** The Purchaser shall administer and service the Shared-Loss Loans in compliance with the terms of this Article III and Customary Servicing Procedures during the term of this Agreement.

The Purchaser shall be responsible to the Receiver in the performance of its duties hereunder and shall provide to the Receiver such reports as the Receiver reasonably deems advisable, including but not limited to the reports required by Sections 2.1, 2.2 and 3.3 hereof, and shall permit the Receiver to monitor the Purchaser's performance of its duties hereunder.

**3.2 Duties of the Purchaser.**

(a) In performance of its duties under this Article III, the Purchaser shall:

(i) manage and, administer each Shared-Loss Loan in accordance with Customary Servicing Procedures;

(ii) upon the occurrence of a Maturity Event, take all actions to collect the amounts due on the related Shared-Loss Loan in accordance with Customary Servicing Procedures;

(iii) use commercially reasonable efforts to maximize recoveries with respect to Losses on the Shared-Loss Loans in accordance with Customary Servicing Procedures, without regard to the effect of maximizing collections on assets held by the Purchaser or any of its Affiliates that are not Shared-Loss Loans;

(iv) retain sufficient staff to perform its duties hereunder; and

(v) subject to the HUD Handbook, to the extent applicable, comply with the terms of the Guidelines for any Shared-Loss Loans meeting the requirements set forth therein, including, without limitation, the timely presentation to HUD of HECM Loans for insurance proceeds. Subject to the approval of the FDIC, the Purchaser may propose exceptions to the Program for a group of Shared-Loss Loans with similar characteristics, with the objectives of minimizing the loss to the Purchaser and the FDIC.

(b) Any transaction with or between any Affiliate of the Purchaser with respect to any Shared-Loss Loan including, without limitation, the execution of any contract pursuant to which any Affiliate of the Purchaser will manage, administer or collect any of the Shared-Loss Loans, shall be subject to the prior written approval of the Receiver.

**3.3 Shared-Loss Asset Records and Reports.** The Purchaser shall establish and maintain such records as may be appropriate to account for the Shared-Loss Loans to enable the Purchaser to prepare and deliver to the Receiver such reports as the Receiver may reasonably require from time to time regarding the Shared-Loss Loans and the Monthly Certificates required by Section 2.1 of this Agreement.

**3.4 Legal Action; Utilization of Special Receivership Powers.** The Purchaser shall notify the Receiver in writing (such notice to be given in accordance with Article V below and to include all relevant details) prior to utilizing in any legal action any special legal power or right which the Purchaser derives as a result of having acquired an asset from the Receiver, and the Purchaser shall not utilize any such power unless the Receiver shall have consented in writing to the proposed usage. The Receiver shall have the right to direct such proposed usage by the Purchaser and the Purchaser shall comply in all respects with such direction. Upon request of the Receiver, the Purchaser will advise the Receiver as to the status of any such legal action. The Purchaser shall immediately notify the Receiver of any judgment in litigation involving any of the aforesaid special powers or rights.

## **ARTICLE IV – PORTFOLIO SALE**

**4.1 Purchaser Portfolio Sale of Remaining Shared-Loss Loans.** The Purchaser shall have the right, subject to the prior written consent of the Receiver, to liquidate for cash consideration all Shared-Loss Loans held by the Purchaser at any time prior to the Termination Date (“Portfolio Sale”). If the Purchaser exercises its option under this Section 4.1, it must give thirty (30) days’ prior notice in writing to the Receiver setting forth the details and schedule for the Portfolio Sale which shall be conducted by means of sealed bid sales to third parties, not

including any of the Purchaser's Affiliates, contractors, or any Affiliates of the Purchaser's contractors. The Receiver will review the Purchaser's proposed Portfolio Sale in a timely fashion and its prior written consent will not be unreasonably withheld; provided, however, that the Receiver shall be entitled to refuse such consent if the Receiver determines that the Portfolio Loss exceeds an equitable representation of the risk of credit loss on the remaining Shared-Loss Loans. For the avoidance of doubt, no consent of the Receiver shall be required for a Portfolio Sale with respect to which no Portfolio Loss is claimed, and the Receiver shall be relieved of its obligations under this Agreement with respect to any Portfolio Sale effected without the Receiver's consent.

**4.2 Purchaser Liquidation of Remaining Shared-Loss Loans.** In the event that the Purchaser does not conduct a Portfolio Sale pursuant to Section 4.1, the Receiver shall have the right, exercisable in its sole and absolute discretion, to require the Purchaser to liquidate for cash consideration, any Shared-Loss Loans held by the Purchaser at any time after the date that is six months prior to the Termination Date. If the Receiver exercises its option under this Section 4.2, it must give notice in writing to the Purchaser, setting forth the time period within which the Purchaser shall be required to liquidate the Shared-Loss Loans. The Purchaser will comply with the Receiver's notice and must liquidate the Shared-Loss Loans as soon as reasonably practicable by means of sealed bid sales to third parties, not including any of the Purchaser's Affiliates, contractors, or any Affiliates of the Purchaser's contractors. The selection of any financial advisor or other third party broker or sales agent retained for the liquidation of the remaining Shared-Loss Loans pursuant to this Section shall be subject to the prior approval of the Receiver, such approval not to be unreasonably withheld, delayed or conditioned.

**4.3 Calculation of Sale Gain or Loss.** With respect to the Shared-Loss Loans, the gain or loss on the sales under Section 4.1 or Section 4.2 will be calculated as the net sale price received by the Purchaser less the unpaid principal balance of the remaining Shared-Loss Loans.

## **ARTICLE V – LOSS-SHARING NOTICES GIVEN TO RECEIVER AND PURCHASER**

All notices, demands and other communications hereunder shall be in writing and shall be delivered by hand, or overnight courier, receipt requested, addressed to the parties as follows:

If to the Receiver, to: Manager, Non-Structured Sales and Asset Management  
c/o Federal Deposit Insurance Corporation  
550 17<sup>th</sup> Street, NW (Room F-7014)  
Washington, D.C. 20429-0002  
Attention: Ralph Malami

with a copy to: Senior Counsel  
FDIC Legal Division  
Litigation and Resolutions Branch, Receivership Section  
Special Issues Unit  
3501 Fairfax Drive (Room E-7056)  
Arlington, Virginia 22226  
Attention: Senior Counsel

With respect to a notice under Section 3.4 of this Agreement, copies of such notice shall also be sent to:

Federal Deposit Insurance Corporation  
Legal Division  
1910 Pacific Avenue  
Dallas, Texas 75201  
Attention: Regional Counsel

If to the Bank  
or Purchaser, to: 888 East Walnut Street  
Pasadena, California 91101-7211  
Attention: Steven Mnuchin

with a copy to: Cleary Gottlieb Steen & Hamilton LLP  
One Liberty Plaza  
New York, New York 10006  
Attention: Paul E. Glotzer

Such persons and addresses may be changed from time to time by notice given pursuant to the provisions of this Article V. Any notice, demand or other communication delivered pursuant to the provisions of this Article V shall be deemed to have been given on the date actually received.

## ARTICLE VI – MISCELLANEOUS

**6.1 Expenses.** Except as otherwise expressly provided herein, all costs and expenses incurred by a party hereto in connection with this Agreement shall be borne by such party whether or not the transactions contemplated herein shall be consummated.

**6.2 Successors and Assigns; Specific Performance.** All terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto only; provided, however, that, the Receiver may assign or otherwise transfer this Agreement (in whole or in part) to the FDIC without the consent of the Purchaser. Notwithstanding anything to the contrary contained in this Agreement, except as is expressly permitted in this Section 6.2 or Section 2.6, the Purchaser may not assign or otherwise transfer this Agreement (in whole or in part) without the prior written consent of the Receiver, which consent may be granted or withheld by the Receiver in its sole discretion, and any attempted assignment or transfer in violation of this provision shall be void *ab initio*.

**6.3 Governing Law.** FEDERAL LAW OF THE UNITED STATES SHALL CONTROL THIS AGREEMENT. TO THE EXTENT THAT FEDERAL LAW DOES NOT SUPPLY A RULE OF DECISION, THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. Nothing in this Agreement will require any unlawful action or inaction by either party.

**6.4 WAIVER OF JURY TRIAL.** EACH OF THE PURCHASER, FOR ITSELF AND ITS AFFILIATES, AND THE RECEIVER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

**6.5 Captions.** All captions and headings contained in this Agreement are for convenience of reference only and do not form a part of, and shall not affect the meaning or interpretation of, this Agreement.

**6.6 Entire Agreement; Amendments.** This Agreement, including the Exhibits and any other documents delivered pursuant hereto, embody the entire agreement of the parties with respect to the subject matter hereof, and supersede all prior representations, warranties, offers, acceptances, agreements and understandings, written or oral, relating to the subject matter herein. This Agreement may be amended or modified or any provision hereof waived only by a written instrument signed by both parties or their respective duly authorized agents.

**6.7 Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid, illegal or unenforceable under applicable law, such provision shall be construed and enforced as if it had been more narrowly drawn so as not to be prohibited, invalid, illegal or unenforceable, and the validity, legality and enforceability of the remainder of such provision and the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

**6.8 No Third Party Beneficiary.** This Agreement and the Exhibits hereto are for the sole and exclusive benefit of the parties hereto and their respective permitted successors and permitted assigns and there shall be no other third party beneficiaries, and nothing in this Agreement or the Exhibits shall be construed to grant to any other person any right, remedy or claim under or in respect of this Agreement or any provision hereof.

**6.9 Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

**6.10 Consent.** Except as otherwise provided herein, when the consent of a party is required herein, such consent shall not be unreasonably withheld or delayed.

**6.11 Rights Cumulative.** Except as otherwise expressly provided herein, the rights of each of the parties under this Agreement are cumulative, may be exercised as often as any party considers appropriate and are in addition to each such party's rights under the APA and any of the related agreements or under law. Except as otherwise expressly provided herein, any failure to exercise or any delay in exercising any of such rights, or any partial or defective exercise of such rights, shall not operate as a waiver or variation of that or any other such right.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Reverse Mortgage Shared-Loss Agreement to be executed as of the day and year first above written.

**RECEIVER:**

FEDERAL DEPOSIT INSURANCE  
CORPORATION AS RECEIVER FOR  
INDYMAC FEDERAL BANK, FSB

By: 

Name: *Ralph Williams*

Title: *Manager, Manufactured Sales and  
Asset Management*

**BANK:**

ONEWEST BANK, FSB

By: \_\_\_\_\_

Name: Joshua P. Eaton

Title: Authorized Signatory

**PURCHASER:**

FINANCIAL FREEDOM ACQUISITION LLC

By: \_\_\_\_\_

Name: Joshua P. Eaton

Title: Authorized Signatory



IN WITNESS WHEREOF, the parties hereto have caused this Reverse Mortgage Shared-Loss Agreement to be executed as of the day and year first above written.


**RECEIVER:**

FEDERAL DEPOSIT INSURANCE  
CORPORATION AS RECEIVER FOR  
INDYMAC FEDERAL BANK, FSB

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BANK:**

ONEWEST BANK, FSB

By:  \_\_\_\_\_  
Name: Joshua P. Eaton  
Title: Authorized Signatory

**PURCHASER:**

FINANCIAL FREEDOM ACQUISITION LLC

By:  \_\_\_\_\_  
Name: Joshua P. Eaton  
Title: Authorized Signatory

**EXHIBIT 1**

**MONTHLY CERTIFICATE**

**SEE FOLLOWING PAGE**

**EXHIBIT 1A**

**MONTHLY CERTIFICATE**

**PART 1**

**MONTH ENDED:** [input report month]

Specify loss type as  
Foreclosure, Short-Sale, Loan  
Sale, or Portfolio Sale Loss.

**Losses**

<u>Loan No.</u>	<u>Loss Type</u>	<u>Loss</u>	<u>Receiver's Shared-Loss Percentage</u>	<u>Shared Loss Amount</u>
1001				
1002				
1003				
1004				

Monthly Shared-Loss Amount XX,XXX.XX

Less: Total Receiver Recoveries, from Exhibit 1B (X,XXX.XX)

Monthly Net Shared-Loss Amount XX,XXX.XX

Cumulative Shared-Loss Amount, beginning of month XX,XXX.XX

Cumulative Shared-Loss Amount, end of month XX,XXX.XX

Pursuant to Section 2.1 of the Shared-Loss Agreement, the undersigned hereby certifies the information on this Certificate is true, complete and correct.

**OFFICER SIGNATURE** \_\_\_\_\_

**OFFICER NAME:** \_\_\_\_\_ **TITLE** \_\_\_\_\_

**EXHIBIT 1B**

**MONTHLY CERTIFICATE**

**PART 2**

**CURRENT MONTH RECEIVER RECOVERIES**

**MONTH ENDED:** [input report month]

Loss Amount is the amount of Loss incurred and reported on the loan in a previous month.

Loss Month is the reporting month in which the Loss was reported.

<u>Loan No.</u>	<u>Loss Amount</u>	<u>Loss Month</u>	<u>Receiver's Shared-Loss % in Loss Month</u>	<u>Recovery Amount</u>	<u>A x B Recovery Due to FDIC</u>
1001	\$ 10,000.00	Apr-09	0%	\$ 5,000.00	\$ -
1002	\$ 10,000.00	Jun-11	10%	\$ 6,000.00	\$ 600.00
1003	\$ 10,000.00	Sep-13	25%	\$ 4,000.00	\$ 1,000.00
Total Receiver Recovery Amounts due to FDIC					<u>1,600.00</u>

**EXHIBIT 2**

**CALCULATION OF FORECLOSURE LOSS**

<b>Shared-Loss Month:</b>	<u>[input month]</u>			
<b>Loan no.:</b>	<u>[input loan no.]</u>			
Foreclosure date				
Liquidation date				
<b><u>Foreclosure Loss calculation</u></b>				
Loan principal balance at Maturity Event	xx			
Accrued Interest	<u>xx</u>			
Attorney's fees	xx	(1)		
Foreclosure costs, including title search, filing fees, advertising, etc.	xx	} (2)		
Property protection costs, maint. and repairs	xx			
Tax and insurance advances	xx			
Other Principal Advances				
Appraisal/broker's price opinion fees	xx			
Inspections	xx			
Other	xx			
Gross balance recoverable by Purchaser	<u>xx</u>		<u>xx</u>	(A)
<b><u>Cash Recoveries:</u></b>				
Net liquidation proceeds (from HUD-1 settl stmt)	xx			
Insurance proceeds, including HUD/FHA	xx			
T & I escrow account balance, if positive	xx			
Other credits, if any (itemize)	<u>xx</u>			
Total cash recovery	<u>xx</u>		<u>xx</u>	(B)
	xx			
<b>Loss.</b>			<b>XX</b>	(A) - (B) = (C)
<b><u>Receiver's Shared-Loss Percentage</u></b>				
<b><u>As of preceding Advance Reimbursement Date:</u></b>				
(1) Outstanding Purchaser Advance Balance				
<i>divided by</i>				
(2) Outstanding Principal Balance				
<i>equals</i>				
Receiver's Shared-Loss Percentage			<u>xx%</u>	(D)
Shared-Loss Amount			<u>\$XXX</u>	(C) x (D)

<p>(1) Reasonable and customary third-party attorney's fees and expenses incurred by Purchaser in connection with any enforcement procedures or otherwise with respect to such Mortgage Loan.</p>					
<p>(2) Purchaser's reasonable and customary out-of-pocket costs paid to either a third-party or an affiliate (if affiliate is pre-approved by the FDIC) for foreclosure, property protection and maintenance costs, repairs, assessments, taxes, insurance and similar items, to the extent not paid from funds in mortgagor escrow account. Allowable costs are limited to amounts per HUD or Fannie Mae guidelines, where applicable.</p>					
<p>DO NOT INCLUDE late fees, prepayment penalties, or any similar lender fees or charges by the Purchaser to the loan account, any allocation of Purchaser's servicing costs, or any allocations of Purchaser's G&amp;A or other operating costs.</p>					

**EXHIBIT 2A**

**CALCULATION OF SHORT-SALE LOSS**

<b>Shared-Loss Month:</b>	[input month]			
<b>Loan no.:</b>	[input loan no.]			
Short Payoff Date				
<b><u>Short-Sale Loss calculation</u></b>				
Loan Principal balance at Maturity Event	xx			
Accrued Interest				
Attorney's fees	xx	(1)		
Tax and insurance advances	xx			
3rd party fees due	<u>xx</u>			
Gross balance recoverable by Purchaser	<u>XX</u>		<u>XX</u>	(A)
Amount accepted in short-sale	<u>XX</u>		<u>XX</u>	(B)
<b>Loss</b>			<b>XX</b>	<b>(A) - (B) = (C)</b>
<b><u>Receiver's Shared-Loss Percentage</u></b>				
<b><i>As of preceding Advance Reimbursement Date:</i></b>				
(1) Outstanding Purchaser Advance Balance				
<i>divided by</i>				
(2) Outstanding principal balance				
<i>equals</i>				
Receiver's Shared-Loss Percentage			<u>XX%</u>	(D)
Shared-Loss Amount			<u>\$XXX</u>	(C) x (D)
(1) Reasonable and customary third-party attorney's fees and expenses incurred by Purchaser in connection with any enforcement procedures or otherwise with respect to negotiation and acceptance of short-sale payoff.				
DO NOT INCLUDE late fees, prepayment penalties, or any similar lender fees or charges by the Purchaser to the loan account, any allocation of Purchaser's servicing costs, or any allocations of Purchaser's G&A or other operating costs.				

**EXHIBIT 3****PORTFOLIO PERFORMANCE AND SUMMARY SCHEDULE**

<b>SHARED-LOSS LOANS</b>			
<b>PORTFOLIO PERFORMANCE AND SUMMARY SCHEDULE</b>			
<b>MONTH ENDED:</b>	<b>[input report month]</b>		
<b><u>POOL SUMMARY</u></b>			
	<u>UPB</u>		
Loans at Closing Date	\$ XXX		
Loans as of this month-end	\$ XXX		
<u>Activity since Closing Date</u>	<u>Current Month</u>	<u>Cumulative since Closing Date</u>	
Principal Advances	\$ XXX	\$ XXX	
Payments	(XXX)	(XXX)	
Net Principal Advances (Payments)	\$ XXX	\$ XXX	
<b><u>STATED THRESHOLD TRACKING</u></b>			
Stated Threshold amount		\$200,000,000	A
Cumulative Net Principal Advances since Closing Date		(XXX)	B
Remaining to Stated Threshold		\$ XXX	A - B
<b><u>PORTFOLIO INFORMATION</u></b>			
In foreclosure (number and principal balance)			
REO (number and principal balance)			
Loans in bankruptcy (number and principal balance)			
Loan count at Closing Date			
Loan count at this month-end			
Average loan age (months)			
Wtd average mortgagor age			



% female				
% male				
% joint				
Current principal balance				
Principal limit				
Average loan balance				
Average principal limit				
Wtd average original LTV				
Wtd average current LTV				
% fully drawn by loan count				
% utilitizaton (LOC Loans)				
% utilization by Pool UPB				

**EXHIBIT 4**

**WIRE TRANSFER INSTRUCTIONS**

PURCHASER WIRING INSTRUCTIONS

Bank Receiving Wire: OneWest Bank, FSB

9 Digit ABA Routing Number: [REDACTED]

Account Number: [REDACTED]

Name of Account: [REDACTED]

RECEIVER WIRING INSTRUCTIONS

Bank Receiving Wire: Federal Home Loan Bank of New York

9 Digit ABA Routing Number: [REDACTED]

Account Number: [REDACTED]

Name of Account: FDIC National Liquidation Account

Attention to Whom: George Alexander, Manager, Structured Transactions

Purpose of Wire: IndyMac Bank, Reverse Mtg Shared-Loss Agreement