

GUARANTYPRO® CORPORATE AGREEMENT

1. Acceptance of Terms.

All references to “You” and “Your” mean the Company stated above. All references to “User” mean the individual(s) authorized by the Company to access GuarantyPRO. This Agreement may be updated from time to time and Guaranty Bank (“Guaranty”) will notify you of any new or different terms. Thereafter, continued use of GuarantyPRO will constitute acceptance of the changes and your agreement to be bound by this Agreement, as amended. If you do not agree to the changes, your access to GuarantyPRO will be terminated. Use of GuarantyPRO may be also governed by other agreement(s) you may have with Guaranty, including the Guaranty website’s Terms of Use, which may be accessed at <http://www.bank.guarantygroup.com>.

2. Requirements for GuarantyPRO Access.

In order to access GuarantyPRO, you must currently maintain a National Resident Finance Warehouse Line of Credit account and/or a Purchase facility with Guaranty. The duly authorized officers or representatives of the account (collectively referred to herein as “Authorized Representative”) must authorize access to GuarantyPRO. To utilize GuarantyPRO, each User must complete the registration process and Guaranty must validate the request. Once registered, the User must enter a chosen User ID and password and otherwise satisfy the system’s security procedures. Users may access GuarantyPRO using a personal computer with access to Guaranty’s web site on the Internet. Users are responsible for maintaining all Internet connections, browsers, hardware and software that are necessary to access GuarantyPRO. Users agree to provide true, accurate, current and complete information about themselves, as requested in the registration form and agree to keep such information up to date and accurate.

3. Email Account.

Each User must maintain a valid corporate email account to which we can send certain information, and the User must update us promptly with any changes to his/her email address. When a User changes his/her email address, we will send a notification to both the User’s old and new email address confirming the change. If the User receives such a notification and has not changed the email address, the User must notify us immediately.

4. Access.

Each individual requesting access must separately complete the registration process and agree to the posted Terms and Conditions. Upon receipt and validation of each acceptable and completed registration form, separate confirmations of registration and account activation will be sent via email to the User. GuarantyPRO access will be activated approximately two (2) business days after receipt of a completed registration form.

5. General Description of GuarantyPRO Service.

GuarantyPRO enables Users to view certain account information on National Residential Finance Warehouse Line of Credit accounts an/or Purchase Facilities as it exists at the close of the current business day. Users are encouraged to access GuarantyPRO after 5pm CT to obtain the most accurate information for the current business day.

As part of GuarantyPRO, Users will be sent an email notification when a billing statement becomes available. This notification will include a link that allows Users to log in to guarantygroup.com. **You understand that your obligation to make a timely and accurate payment, including accrued interest, on your account(s) is not excused in the event that the User does not receive email notification. You understand that GuarantyPRO may not reflect recent transactions, and that your obligation for payments and all accrued interest is based solely on the information contained in Guaranty’s official records, regardless of what is stated on GuarantyPRO. It is your responsibility, and the responsibility of the User, to verify with Guaranty that you are using current data and are submitting proper payment.**

Using GuarantyPRO, Users can access National Residential Finance daily collateral reports and review detailed information including:

- ❖ Billing statements
- ❖ Portfolio Status reports

- ❖ Released Collateral Reports\
- ❖ Outstanding Notes Reports
- ❖ Daily Borrowing Base Worksheet and/or Purchase Facility Reconciliation

Account information provided is for inquiry purposes only, and Users are expressly prohibited from altering the information or data for any reason.

6. Fees.

Guaranty is pleased to offer GuarantyPRO as an additional free benefit of our account relationship. Guaranty reserves the right to impose fees and charges at a later time, but will notify you if there is ever a charge for GuarantyPRO. We will provide you notice in accordance with applicable laws or regulations.

7. Service, Changes and Discontinuation.

Users may use GuarantyPRO any time, day or night, 7 days a week, subject to temporary unavailability due to technical difficulties.

Guaranty reserves the right to change or discontinue, temporarily or permanently, GuarantyPRO, or access to GuarantyPRO at any time without notice. Guaranty reserves the right to deny GuarantyPRO access to anyone. Guaranty will not be liable to you, any User or any third party for any modification, discontinuance or denial of GuarantyPRO.

8. Security.

You represent that you have considered the security procedures of GuarantyPRO and find that the security procedures are commercially reasonable. If GuarantyPRO security procedures are not, in your judgment, commercially reasonable, you agree to discontinue use by all Users of GuarantyPRO.

9. Passwords.

For security purposes, each User will be required to select a password when he/she registers for GuarantyPRO. The User password is confidential and should not be disclosed to any one else. Each User is responsible for the safekeeping of his/her password. Users agree not to disclose or otherwise make available their password to anyone else. You, and each User, are fully responsible for all activities that occur using User passwords.

Users may change their password at any time within the GuarantyPRO system and, **for security reasons, Users will be required to change their password at least once every ninety (90) days to maintain access to the system.** Users will be prompted to change their password when they login during the five (5) day period prior to expiration. Failure to change the password at least once every ninety (90) days will result in automatic lockout, and Users will be required to change their password online before they may re-access the system. When a User changes his/her password, we will send an email notification confirming the change to the email address the User provided us. If a User receives such a notification and has not changed his/her password, the User must notify us immediately.

10. Liability for Unauthorized Use or Access.

You and each User agree to notify Guaranty immediately if you believe that a password has become known to an unauthorized person, or if you believe that any unauthorized use of a password or other breach of security has occurred. Guaranty will not be liable for any loss, claim or damage that you may incur as a result of someone else using a password or account, either with or without your knowledge. A User may not use another user's password at any time to access GuarantyPRO.

Guaranty is not responsible and assumes no liability for unauthorized access to the account information transmitted over the Internet.

11. Deactivation for Non-Use.

For security reasons, Guaranty has the right to deactivate GuarantyPRO access if a User fails to access GuarantyPRO for a period of ninety (90) days. To reactivate an account, the User must contact his/her Loan Administrator. In addition, if a User fails to access GuarantyPRO for a period of 125 days, Guaranty will automatically delete the User's GuarantyPRO registration and the User will be required to re-register if he/she wishes to access GuarantyPRO. Neither you nor the User will be sent any notice of deactivation or deletion.

12. Cancellation.

You or any User may cancel GuarantyPRO access at any time by sending a request for cancellation to your Loan Administrator. Guaranty may cancel your access or access by any User, to GuarantyPRO for any reason, at any time. Guaranty will attempt to notify you and/or the affected User in advance of such cancellation, but is not obligated to do so.

13. Errors or Questions.

If you or any User thinks your account information is incorrect, or you or any User need more information about a transaction, contact your Loan Administrator.

14. Privacy.

We respect your privacy. The complete terms of the Privacy Policy governing GuarantyPRO are incorporated into and made a part of this agreement. You can view the Privacy Policy by clicking on the Privacy link located online at <http://www.bank.guarantygroup.com>. Please note, however, that any and all of your GuarantyPRO activity is subject to monitoring for performance and security purposes, and that your use of the GuarantyPRO system is an implicit acceptance of monitoring.

15. DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF GUARANTYPRO IS AT YOUR SOLE RISK. GUARANTYPRO IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

WE MAKE NO WARRANTY THAT (i) ACCOUNT INFORMATION WILL BE ACCURATE OR RELIABLE, (ii) GUARANTYPRO WILL MEET YOUR EXPECTATIONS, (iii) GUARANTYPRO WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, AND (iv) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL VIEWED, PRINTED, COPIED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF GUARANTYPRO IS AT YOUR OWN DISCRETION AND RISK AND WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM GUARANTYPRO WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to you.

16. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE GUARANTYPRO; (ii) UNAUTHORIZED ACCESS TO YOUR ACCOUNT INFORMATION; OR (iii) ANY OTHER MATTER RELATING TO GUARANTYPRO.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

17. Indemnification. Except when caused by Guaranty's negligence, you agree to protect and fully compensate Guaranty and its affiliates and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys fees) caused by or arising from your use of GuarantyPRO, your violation of this Agreement or the access by any other party of your account, unless such indemnification is limited or prohibited by applicable law.