



Loan/Account Servicing Agreement

This ACCOUNT SERVICING AGREEMENT (the “Agreement”) dated effective as of _____ (the “Effective Date”) is made and entered into by and between _____ (“Client”) and CENTRIC FINANCIAL GROUP, LLC, D/B/A PROVIDENT LOAN SERVICING, a Texas limited liability company (the “Servicer”).

RECITALS

WHEREAS, the Client owns certain debt instruments (the “Mortgage Loans”) which may or may not be secured by real property (the “Assets”);

WHEREAS, the Client desires to engage Servicer as an independent contractor to perform servicing functions with respect to the Assets, as designated by Client and as further described herein, and Servicer desires to accept such engagement;

WHEREAS, Client and Servicer desire to set forth the terms and conditions on which Servicer will service the Assets.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client hereby authorizes and instructs Servicer, and Servicer agrees, to service the Assets in accordance with the following terms and conditions:

ARTICLE I – Services

1. The Servicer, as an independent contract servicer, shall service and administer Mortgage Loans and REO Properties according to this Agreement and Accepted Servicing Practices, considering the Client's reliance on the Servicer. The Servicer has full authority to perform necessary or desirable servicing actions consistent with this Agreement and Accepted Servicing Practices. These practices are defined as procedures used by prudent mortgage servicers for similar loans in relevant jurisdictions, including prudent servicing, collection, loan administration, resolution, and disposition procedures. The Servicer must follow all Applicable Requirements and maintain a standard of care no lower than used for its own accounts or others', including those with beneficial/ownership interests in the Servicer. The Client shall provide limited powers-of-attorney enabling the Servicer to execute servicing documentation on the Client's behalf or execute and return such documents if requested. Client engages Servicer to employ commercially reasonable and prudent practices to service loans under Applicable Requirements, including collecting scheduled payments and enforcing Lenders' rights. Client must provide all necessary Loan Documents before Servicer performs any servicing functions or distributes funds. Client must immediately notify Servicer of any changes affecting servicing functions and provide relevant documentation. Servicer shall follow Client's instructions, with Client warranting they have exclusive authority to direct Services.

2. If the Mortgage Loan is owned by multiple Lenders (a “Multi-Lender Loan”), Servicer shall only follow instructions from Client. A default upon any interest in the Note shall constitute a default upon all interests. Client may determine and direct the actions to be taken on behalf of all Lenders in the event of default or with respect to other matters requiring the direction or approval of Lenders, including but not limited to, designation of brokers, servicing agents or others acting on their behalf and the sale, encumbrance or lease of any real or personal properties which may be owned by Lenders as the result of foreclosure or receipt of a deed in lieu of foreclosure, or modification or forbearance of the Mortgage Loans. Applicable Requirements supersede Client's instructions



when conflicting. Servicer may terminate the Agreement and cease services if Client's actions negatively affect loan enforceability or if Client fails to provide requested information timely.

3. In accordance with Applicable Requirements, Servicer shall:

- a. Demand, receive, and collect all Mortgage Loan payments;
- b. Provide billing statements or payment coupons;
- c. Manage principal and interest ("P&I") accounts, Impound Accounts, and related deposit accounts, hold any related custodial deposit accounts associated with receipt, disbursement and accumulation of principal, interest, taxes, hazard insurance, mortgage insurance, etc. as "Trustee" for Client. Any benefit or value derived from the deposits of P&I balances shall accrue to the exclusive benefit of Servicer. Any benefit or value derived from the deposits of impound balances shall accrue to the exclusive benefit of the mortgagor;
- d. Deposit in the Trust Account any amount which the Servicer receives in connection with the Mortgage Loans; net of the Servicing Fees, unreimbursed advances, and any other amounts required to be held in the Impound Accounts, no later than two (2) Business Days after receipt of funds.

4. Unless otherwise instructed by the Documents Deposited or required by applicable law, payments will be applied in the following order: (i) Interest; (ii) Principal; (iii) Impound (if applicable); (iv) Servicing Fees; (v) Late Fees. Payments will be applied suspense/reserve if amount received is less than the scheduled payment amount. Interest shall be calculated from due date to due date using actual number of days, 365-day year unless there are prevailing regional standards or Servicer is otherwise instructed. Any computation, application of principal and interest, or other payment shall be deemed correct, unless the party affected notifies Servicer that such computation or application is not correct within 60 days after notice of the computation or application is sent. Failure to receive statement or coupons does NOT excuse Borrower from making timely payments. If a discrepancy or difference exists between the billing statement/coupon and the Documents Deposited, the terms of the Documents Deposited prevail. Servicer will notify Borrower of each payment received unless the parties have made other arrangements. Late notice fees apply only according to the terms outlined in the note. If Documents Deposited permit, Servicer may track and assess late charges but has no obligation to notify Client or Borrower of delinquencies, defaults, or late charges beyond the notice. If required by applicable laws, Servicer will send its Notification of Late Payment. Payments will not be processed on Saturdays, Sundays, and posted Servicer holidays. Servicer shall not be responsible for delays due to Acts of God or other causes outside the control of Servicer. Accounts with more than one Client shall select one Client to remit payments to and receive all related mailings and notices.

5. Servicer will distribute payments as instructed in writing by Client/agent, may delay distributions until payments clear per Payment Policy, and may hold distributions in non-interest-bearing trust account without liability if lacking valid Client address. Servicer requires sufficient documentation and full payment of related costs before recognizing changes in beneficial interest, property ownership, or Documents Deposited modifications. Without written notification, Servicer has no responsibility for such changes. Servicer may hold payments in non-interest-bearing trust account without liability after notice of Client death or pending assignment, releasing funds only when documentation sufficiently establishes rightful ownership, at Servicer's discretion. Permitted Trust Account withdrawals by Servicer include: remittances to Client including advance returns; payment for unreimbursed Servicing Advances, fees, and expenses before prior servicer balances; payment for unreimbursed Servicing Fees; post-liquidation payment of accrued Servicing Fees and Advances; Servicing Fees upon payment receipt for Performing Loans or scheduled Due Date for non-performing loans; Ancillary Income; reimbursement for Non-recoverable Advances or Expenses; removal of erroneously deposited funds or returned payments; and account termination upon Agreement end.



6. All remittance and cut-off reports are to be completed on a weekly basis. Payments received from Monday to Friday will be processed and sent the following week, to be received by Friday of that week, bank holidays notwithstanding. Client authorizes Servicer to deposit all funds received in connection with this Agreement into an analyzed trust account at an FDIC insured bank. Any unused credits not used to offset bank service charges will not benefit Client in any manner.

7. Client acknowledges and agrees that upon Client’s authorization of servicing transfers by and between Servicer and another servicing provider, such transfer process will be managed exclusively by Servicer and the other servicing provider, without the need for further authorization(s) by Client. Client further acknowledges and agrees that certain Notes will become inadequately secured by collateral or be submitted to Servicer for servicing without being secured by any, or adequate, collateral. Client shall indemnify and hold harmless Servicer from any resulting inability to enforce or collect such Notes. Servicer shall be responsible for further safeguarding each Client’s interest in the Mortgaged Premises and rights under the Mortgage Loan as elected by the Client. Only the Client may request Services and execute Transaction Addendums under this Agreement. Affiliates of Client must execute a separate servicing agreement for Servicer to provide Services to such Affiliate of Client. Servicer will report to and receive technical direction only from such Client employees or officers as may be listed in the applicable Transaction Addendum or as may be designated from time to time by Client or the applicable Affiliate.

ARTICLE II – Representations and Warranties of Client

1. Client shall provide (or have former servicers provide) at Client's cost: copies of all necessary Loan Documents before Transfer Date for servicing under Applicable Requirements, with Servicer not responsible for original documents unless specifically requested; all required state/jurisdictional licenses; documentation enabling Servicer's system conversion and auditing without special programming, delivered before reporting deadlines; if applicable, complete listing of Mortgage Loans with insurance components; written evidence of active Hazard Insurance policies with time for Servicer notification, with Client indemnifying Servicer against coverage lapses; transfer of existing tax service contracts and flood zone determinations. Servicer is not responsible for penalties on pre-existing tax delinquencies within 30 days of Mortgage File delivery. Servicer may terminate Agreement and cease servicing if Client fails to provide required documentation timely. During the Term of this Agreement, including any extensions hereof, Servicer agrees to comply with Applicable Requirements relating to the servicing of the Mortgage Loans that are the responsibility of Client.

2. If Client fails to pay due sums to Servicer, if secured parties demand Servicer payments, or if Client defaults otherwise, Servicer may set off damages against sums due to Client including monthly remittances, and exercise all legal remedies for contract breach, including action against Client's signatory. The signatory agrees to be individually and personally bound by liabilities under Article 2.2.

Name: _____ Date: _____

3. Except for legally required advances, Servicer is not required to advance its own funds for Services. Client must reimburse Servicer's advances within seven Business Days of request; Servicer needs Client approval for discretionary advances over \$2,500. If Client fails to reimburse such advances within seven Business Days, Client shall be responsible for a \$25 monthly late fee plus 18% annual interest on unpaid amounts.

4. Client is responsible for establishing and maintaining document custodian arrangements for Mortgage Loans. Upon Servicer's request, Client will identify custodians and direct their cooperation with Servicer's reasonable requests, particularly for processing paid-in-full loan releases. Servicer's custodial services are available via separate



custodial addendum. Client agrees Servicer shall not be liable for losses related to Mortgage Loans serviced hereunder, including default or foreclosure losses. If Client's loss results from Servicer's default under this Agreement, Servicer's liability is limited to Servicing Fees paid for the specific Mortgage Loan involved.

5. Client represents and warrants to Servicer, as of this date and each Transfer Date: Client is duly formed, validly existing, with power and authority to perform this Agreement; execution and performance are duly authorized by corporate action; this Agreement's execution and performance violate no organizational documents, material contracts, or Applicable Requirements; Client has complied with all applicable laws where violation could materially affect Mortgage Loans or Client operations/finances; and Client either owns the Mortgage Loans (which are valid, existing, and enforceable), holds their servicing rights lawfully, or is authorized in writing to act for the owners, in all cases free of known fraud or wrongdoing.

6. Servicer shall not influence Client decisions where Servicer has adverse financial interests. Client acknowledges and waives potential conflicts arising from Servicer's and its affiliates' ownership and servicing of debt instruments secured by real property, including servicing loans owned by Servicer's members, affiliates, or those with financial interests in Servicer.

ARTICLE III – Term and Termination

1. This Agreement begins on date first set forth and continues until loans are paid in full, servicing is transferred, or 30 days after written/email termination notice from either party. For individual Mortgage Loans, Agreement terminates upon: loan payment in full and Security Instrument reconveyance; 30 days' Servicer notice to Client (except for immediate termination cases); or 30 days' Client notice to Servicer (unless shorter period permitted). Rights and authority continue with Client's written authorization for Servicer to manage property management and liquidation after foreclosure. If no payment is received for over 150 days after due date, Servicer may consider the account abandoned and terminate responsibilities after 30 days' written notice to parties' last known addresses, provided no party objects. Upon full Agreement termination or individual Mortgage Loan termination, Servicer shall deliver Client's funds (or terminated loan-related funds) minus amounts owed to Servicer, including outstanding advances. Client must reimburse Servicer for Client-approved outstanding advances within seven days of Servicer's written demand at termination. Before transferring servicing to another party, Client must pay all due servicing fees plus transfer fee per Ancillary Fee Schedule, after which Servicer will send RESPA "goodbye" letters, Master Reports, and transfer impound amounts. Additional requests may incur reasonable charges. Transfer fee excludes paid-off or sold loans. For government-regulated loans, Client is responsible for confirming transferee meets regulatory requirements. Servicer may change compensation with 30 days' notice; Client may avoid changes by terminating within notice period without transfer fee. Service invoices are due upon receipt, payable within 20 days, with 18% past due charge, though parties agree to resolve disputes in good faith. Servicer may cease activities if Client's account becomes delinquent. Per State/Federal Law and Case Law and Servicer's interpretation thereof, Servicer reserves rights to determine advance/late charge assessment and adjust unpaid charges accordingly and interpret/apply other Note terms. Client's continued retention of Servicer constitutes agreement that Servicer may decline enforcing certain Note provisions, effectively waiving them, without Client recourse. Servicer may refuse service or cancel existing servicing with 30 days' notice if Mortgage Loan is or becomes predatory or non-compliant with federal/state requirements. Servicer may decline pursuing/continuing foreclosure if Servicer reasonably believes foreclosure or Client's terms would violate law or company policy.

ARTICLE IV – Prior Liens, Subordinate Interests, and Delinquent/Non-Performing Loans

1. Parties are responsible for prior liens. While Servicer will remit available payments to prior lienholders, Servicer assumes no responsibility for payment application, verification of receipt, or ensuring payments fully discharge obligations. Client must pay any shortfall to keep liens current when Servicer-received payments are



insufficient. Parties must forward lienholder correspondence to Servicer immediately. Client acknowledges listed property liens and authorizes Servicer's access to underlying loan information from prior lienholders. Client may, but is not required to, make such advances that are necessary and prudent to protect, and to collect, Client's interest in the Loans. Client shall immediately notify Servicer in writing or by email of any such advances made by Client. As a normal course of business, Servicer will not advance any funds on behalf of Client or any other person or entity unless mandated by law.

2. For Default/Non-Performing Loans, Client authorizes Servicer to: prepare and deliver at Client's expense all documents maintaining property liens and collateral; execute modifications, waivers, consents, amendments, payoff agreements, forbearance agreements, cash management agreements, and instruments of satisfaction, cancellation, release, or discharge; and institute/prosecute judicial and non-judicial foreclosures, suits on loan documents, equitable relief actions, bankruptcy proceedings, and any other necessary legal actions or claims on Client's behalf. Except as provided for herein, without Client consent, Servicer cannot waive, modify, or vary Mortgage Loan terms or grant Mortgagor indulgences. Client's written consent is required for: reducing/forgiving amounts owed, reducing monthly payments, waiving/(re)capitalizing unpaid Servicing Advances, modifying to interest-only payments exceeding six months, or accepting short sale payoffs. Servicer may discretionally waive late payment charges and extend payment due dates up to thirty days. If Client chooses and Servicer agrees to foreclosure, Client must retain and provide attorney contact information, with Servicer supervising proceedings. Servicer may provide attorney references without endorsement and Client should conduct due diligence. Foreclosed Property will be acquired in Client/designee name, with Servicer providing property management services. For significant environmental issues, Servicer shall notify Client, describe problems, recommend handling, and implement unless Client directs otherwise within five days of notice. When Client elects to proceed with foreclosure, Servicer need not pursue deficiency judgment unless Client requests in writing. Upon actual knowledge of Mortgagor's bankruptcy, assignment for creditors' benefit, or receiver/custodian appointment, Servicer shall retain attorney on Client's behalf to pursue loan payment claims and, if reasonable, foreclosure in bankruptcy court per Accepted Servicing Practices. Property acquired through insolvency proceedings shall be in Client/designee's name.

3. If requested by Client and per Accepted Servicing Practices, Servicer may provide REO Property management and disposition services, including: sale potential analysis, property management (maintenance /repairs), Impound Account administration, and property sales including REO auctions. Servicer may manage REO Properties as it manages its own foreclosed properties, with Client approval required for disposition terms. Liquidation Proceeds must be deposited in Collection Account, from which sale expenses and Servicer's Servicing Advances will be reimbursed. Servicer shall maintain fire/hazard insurance equal to maximum insurable improvement value, liability insurance, and required flood insurance where applicable.

ARTICLE V – Performing Loans

Upon boarding, Servicer will classify loans as "Performing" or "Non-Performing" at its sole discretion, notifying Client within five days. Classification criteria includes: payments within 60 days pre-boarding, default date/nature, payment history, impound balance, and non-payment defaults. Servicer must notify Client of re-classifications, with Client having five days to object; failure to object constitutes consent and waiver of future challenges to classification and related fees. Performing loans become subject to collections after 60 days without payment. If required information and fees are provided, Servicer shall: notify Client of known insurance ineffectiveness for non-Impound loans; inform Client of tax delinquencies for non-Impound loans if Tax Service is active and notices are set up (without responsibility for non-payment consequences); and attempt one contact with delinquent Mortgagor at known numbers (unless arrangements made).

ARTICLE VI – Impound Service



For first position Mortgage Loans, upon Client's written request and Servicer's acceptance, plus any required information, Servicer will provide insurance/tax monitoring service, which includes holding impound funds and disbursing scheduled payments. Post-loan repayment, remaining impound funds go to Mortgagor. Upon default/acceleration, Client may direct impound fund application after the successful foreclosure of the property and subject to applicable law. Client must pay any legally required impound interest to Mortgagor and immediately cover impound shortages. Servicer is not responsible for lien position issues from Client's failure to advance funds unless directly caused by Servicer's acts/omissions. For non-impound loans, Client must: verify and provide annual insurance coverage documentation to Servicer (Servicer not responsible for non-payment consequences); monitor annual tax payments or use Tax Service. If Tax Service is active with proper notifications, Servicer may notify Client of known tax delinquencies but is not responsible for non-payment consequences. Servicer is not responsible for consequences of Client-supplied incorrect information/instructions or non-payment of insurance/taxes.

ARTICLE VII – Compensation

Servicer earns fees per the Ancillary Fee Schedule for performing loans, plus: payoff demand statements/documents; returned check charges; 50% of paid monthly late charges; and, 100% monthly servicing fee during foreclosure. Servicer may deduct monthly fees and hard costs from Client proceeds, Client Credit Card, expense Reserve Account, or by separate bill. Additional charges may apply for extraordinary activities. Compensation is subject to change upon 30 days written notice; Client may terminate this Agreement in writing at any time during the 30-day period to avoid changes. Document/service fees charged per Ancillary Fee Schedule. Delinquent fees subject to collections; Servicer may resign from servicing accounts with unpaid/delinquent fees. Client responsible for unpaid borrower NSF fees before loan removal. Supplemental services available per Ancillary Fee Schedule, fees subject to change; requesting party pays all fees. Client agrees to pay collection/attorney fees up to 25% of amount owed or legal maximum for Servicer's fund recovery. Fees for certain documents and supplemental services, if available, will be charged according to the Ancillary Fee Schedule (available upon request).

ARTICLE VIII – The Limited Liability and Obligations of Servicer and Client Agency Representations

1. Client acknowledges that Servicer has no obligation, other than described elsewhere in this Agreement, to make any payment (other than the forwarding of a Mortgagor's payment) to or on behalf of Client, to senior liens or to otherwise protect or enforce the Client's security or rights hereunder. No funds received from any borrower will be disbursed to Client until said funds clear and are withdrawable by the Servicer. Borrower In the event any payment collected for the benefit of Client is returned NSF or uncollectible in Servicer's Trust Account, Client will immediately, upon notification from Servicer, return Servicer's uncashed Trust Check, or immediately reimburse Servicer's Trust Account the full amount received from Servicer's Trust Check. In no event is Servicer obligated to cover or make good Mortgagor's shortages in Servicer's Trust Account. Servicer is hereby authorized to place a "Stop Payment" on Client's Trust Check from Servicer or reverse any ACH (Electronic Funds Transfer) whenever the representing funds are returned NSF or uncollectible in Servicer's Trust Account. Servicer may deduct such amounts from any proceeds due to Lenders. Servicer is not liable for any losses related to loan adjustments from variable rate, HELOC, or other similar type loans, or changes in loan terms due to modification, unless notified in writing by the Client of the adjustment. Changes shall become effective no sooner than two weeks after this notification is received by Servicer. Servicer does not offer senior lien monitoring but can refer Client to an independent service provider. For junior liens, Client is responsible for verifying insurance coverage and tax payments with senior liens. In accordance with Accepted Servicing Practices, and any applicable law, statutes or regulations, the Servicer shall provide applicable maturity notices. Client is also responsible for tracking the maturity of Mortgage Loans and providing notice to the Servicer within 60 days maturity. It is the responsibility of the Client to periodically monitor information provided for and/or made available to the Client



regarding the Mortgage Loans, to include mortgage loan data, Mortgagor payments and servicing activity, to ensure the accuracy thereof. If Client requires or requests additional reporting beyond what is provided by Servicer using its standard reporting and web login, there will be additional reasonable charges for setup, custom report templates, programming, maintenance, and regular distribution of such information. Notwithstanding anything to the contrary herein, Client shall fully authorize Servicer to prepare, execute and record all documentation required to release property liens on behalf of Client, following negotiated settlements with borrowers, and other authorized resolutions. To accomplish said responsibilities, the Client shall execute the Limited Power of Attorney provided by the Servicer.

2. Servicer has no obligation, other than described elsewhere in this Agreement, to: verify legal sufficiency/validity of Loan Documents, or any other documents executed by the Borrower or the Client as Lender or executed by one of these parties in favor of the other; determine the Loan Documents' compliance with the applicable local, state, and deferral laws/regulations/codes/statutes/etc. including, without limitation, RESPA, TILA, CFPB, Regulation Z, usury laws, and late charge restrictions; undertake collections beyond 60 days past due, loan modifications, loss mitigation, foreclosure proceedings, judicial trustee sales, forfeiture, or enforcement proceedings; notify parties of non-payment or declaration of default, interest/ownership changes, condemnations, property conditions, or encumbrances (any such notice(s) given by Servicer shall not be deemed an assumption by Servicer of any obligation as to the giving of any subsequent notice(s)); and, payment for or notice to any party regarding document recording, perfection of security interests, or encumbrances.

3. Servicer will interpret the Note's provisions based on the fair construction of the express language contained therein. Servicer's interpretation does not constitute a legal opinion on validity, enforceability, calculations, or collectability. These issues must be resolved between the lender/borrower, a court of law, or in accordance with any relevant dispute resolution process agreed to by the Parties.

4. The Parties authorize Servicer to reverse direct deposits and retain future payments to recover funds. Servicer shall allow Client, or any persons authorized in writing by Client, complete access to the records associated with each Loan in its possession at any time during reasonable business hours.

5. Client represents to Servicer that, if the Client is acting as a servicer, sub servicer or agent of private Lenders, that Client has informed Lenders of its choice in outsourcing the servicing to Servicer and that both Client and private Lenders, if any, are jointly and severally liable for the payment of Servicer's fees only if the Client has not paid Servicer's fees in connection with the Mortgage Loan or Mortgaged Premises. Servicer assumes no responsibility for Mortgage Loan validity unless adversely affected by Servicer's actions, including (a) Loan Documents, (b) lien validity, (c) enforceability against Mortgagor, or (d) regulatory compliance pre-dating servicing transfer, including RESPA and TILA violations. Servicer disclaims all indirect, incidental, special, punitive, or consequential damages.

6. Client acknowledges that Servicer is not Client's attorney, will not function as Client's attorney or provide legal advice to Client, and that Client is encouraged to seek independent counsel in connection with any questions Client may have concerning this Agreement or any Loan.

ARTICLE IX – Defense, Indemnification, and Litigation Fees

1. Servicer shall indemnify, defend and hold Client and its Representatives, Affiliates, successors and assigns harmless from any and all claims, demands, causes of action, losses, damage, fines, penalties, liabilities, costs and expenses, including reasonable attorney's fees and court costs, sustained or incurred by Client by reason of or arising directly from third party claims that were caused by or resulted from the Servicer or its sub-servicer's malfeasance, willful misconduct, negligence, breach of Servicer's representations and warranties in this Agreement, or a failure by Servicer to act in compliance with the terms of this Agreement, except where Servicer's actions or omissions



were pursuant to a directive of Client or were affected by a failure of Client or any prior servicer, sub-servicer, owner or originator of a Mortgage Loan to comply with Applicable Requirements. Servicer shall have no obligation to correct any errors or omissions of an originator or prior servicer of a Mortgage Loan unless specifically requested to do so in writing by Client, and then only if the Parties, negotiating in good faith, can agree in writing on a reasonable fee for such service. The foregoing indemnification shall survive the termination of this Agreement.

2. Client shall indemnify, defend and hold Servicer and its Representatives, Affiliates, successors and assigns harmless from any and all claims, demands, causes of action, losses, damage, fines, penalties, liabilities, costs and expenses, including reasonable attorney's fees and court costs, sustained or incurred by Servicer by reason of or arising directly from third party claims or actions that were caused by or resulted from (A) any actions or omissions in respect of any Mortgage Loan or property of any prior servicer, sub-servicer, owner or originator of a Mortgage Loan or property, (B) taking any action, or refraining from taking any action, with respect to any Mortgage Loan or property, that results from the malfeasance, willful misconduct or negligence of Client, Client's sub-servicers, contractors, or agents, or from the failure of the Client to provide Servicer the necessary Loan Documents in order to allow Servicer sufficient time to timely process satisfactions, payoffs and releases, (C) Servicer's reliance on the authority of Client to direct the activity of Servicer within the scope of this Agreement, (D) Client's failure to observe or perform any of Client's covenants, agreements, or representations contained in this Agreement, and/or (E) Client's failure to comply with its regulatory obligations following Client advising Servicer that such regulatory obligation is outside the scope of the Servicer's services. The foregoing indemnification shall survive the termination of this Agreement.

3. Each Party's obligation to indemnify the other hereunder with respect to any claim of a Mortgagor, Investor or other third party shall be conditioned upon the following: (i) the Party seeking indemnity (the "Indemnitee") shall give to the Party from whom indemnity is sought (the "Indemnitor") prompt written notice of any such claim and shall provide such detail as the Indemnitor may reasonably require; (ii) the Indemnitee shall reasonably cooperate in the defense of such action; (iii) the Indemnitor shall have full control and authority to retain counsel of its choice, defend and settle any such action or claim at its sole expense provided, however, that where the settlement is for more than monetary relief alone, the Indemnitor shall not have the right to bind Indemnitee to a settlement agreement, without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld, under which a) the Indemnitee will be required to make an admission of wrongdoing; or b) an admission of wrongdoing by Indemnitor on Indemnitee's behalf could be reasonably inferred or construed.

4. No provision of, or the exercise of any right(s) under this Article shall limit the right of any Party in appropriate circumstances to: (i) exercise self-help remedies such as set-off; (ii) foreclosure against any real or personal property collateral; (iii) obtain provisional or ancillary remedies such as injunctive relief or the appointment of a receiver from any court having jurisdiction before, during or after the pendency of any arbitration. The institution and maintenance of an action for provisional remedies or pursuit of provisional or ancillary remedies or the exercise of self-help remedies shall not constitute a waiver of the right of any Party to submit the controversy or claim to arbitration. Each Party hereby consents to the exclusive jurisdiction and venue of the state court and federal district court in the State of Texas for any provisional or ancillary relief sought pursuant to this Article and irrevocably waives all claims of immunity from jurisdiction and any right to object on the basis that any proceeding for such relief has been brought in an improper or inconvenient venue or forum. The Parties each hereby knowingly, voluntarily, and intentionally waive the right each may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this or any action of either Party. This provision is a material inducement for Parties entering into this Agreement.

5. Except as otherwise provided above in this Article, when Servicer must appear/testify for Client legal actions, Client shall reimburse Servicer's reasonable litigation costs (travel expenses) plus \$200 per business hour



per needed employee, unless appearance relates to Servicer's acts outside Client instructions or service scope. Servicer must provide detailed invoice; Client has five business days to pay before Article 2.3 interest/penalties apply.

ARTICLE X – Licenses

Servicer represents and warrants: (1) all its agents, employees, and vendors hold required licenses and permits for their duties; (2) its services comply with applicable agreements, laws, and regulations; (3) it maintains compliance with applicable federal, state, and local laws; (4) it is not subject to adverse judgments affecting loan servicing ability; and (5) neither Servicer nor its personnel face litigation from clients or others that could impair performance to this Agreement. Client represents and warrants that it, its agents, employees, and vendors hold required licenses and permits to receive Servicer-collected payments and proceeds collected by Servicer.

ARTICLE XI – Independent Contractor

At all times during the term of this Agreement, Servicer shall be an independent contractor and not an employee of Client. Client shall not have the right to control how Servicer accomplishes its services and duties pursuant to this Agreement. Servicer shall, at its sole cost and expense, furnish all facilities, materials and equipment that may be required for furnishing services pursuant to this Agreement. Except as otherwise provided herein or as Client may specify in writing, Servicer shall have no authority, express or implied, to act on behalf of Client in any capacity whatsoever as an agent. Except as otherwise provided herein or as Client may specify in writing, Servicer shall have no authority, express or implied, to bind Client to any obligation whatsoever. Client shall not engage third parties for servicing oversight or review of Servicer's servicing activities and practices without Servicer's prior written consent.

ARTICLE XII – Third-Party Providers

Client and Servicer must mutually agree on third-party service providers for: lien releases (if needed); REO and claims processing; invoice management; custodial services; attorneys; property preservation, management, and maintenance; imaging and web-based Client reporting and communications; and any other providers whose services are necessary to service the Mortgage Loans in accordance with Accepted Servicing Practices or otherwise perform such functions as are necessary to protect the Mortgage Loans and any underlying collateral. Third party service providers will be retained and paid by the Servicer, and all such payments are to be reimbursed by the Client.

ARTICLE XIII – Invoicing

Servicer shall invoice Client for completed services and expenses, except Boarding Fees (defined in Ancillary Fee Schedule). Payments are due within 20 calendar days of invoice delivery. Credit card payments incur a convenience fee. Upon payment default, including reimbursements for optional advances, Servicer may cease fund remittance and/or servicing until Client becomes current, and charge 18% annual interest on unpaid amounts.

ARTICLE XIV – Miscellaneous

1. Confidentiality. Servicer acknowledges Client and Affiliates possess non-public information disclosed through Services performance, including Mortgagor information ("Confidential Information"). "Applicable Privacy Law" means Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801-6827), Interagency Guidelines (12 C.F.R. Part 570, Appendix B), and other privacy laws. Servicer shall not disclose Confidential Information except as required by Applicable Requirements or authorized by Client, shall use it only to perform Services, and shall maintain consumer



information per Applicable Privacy Law standards. Without Client's prior written consent, Servicer shall not disclose Client's, Affiliates', or their personnel's identity as customers, or this Agreement's existence or nature. Neither party nor their Representatives shall disseminate marketing materials relating to the other party's activities without prior written approval. Parties shall not use each other's names, marks, or logos in advertisements without prior written approval and shall ensure their vendors comply with these restrictions.

2. Intellectual Property and Work Product. Servicer shall own all Intellectual Property rights and Work Product worldwide. This provision survives this Agreement's termination. No Services, Intellectual Property or Work Product shall constitute work-for-hire under Title 17 USC. Client hereby assigns, and shall cause its Representatives and Affiliates to assign, all rights, title and interest in any Work Product or Intellectual Property to Servicer without further consideration. Upon Servicer's request, Client shall execute any documents necessary to effectuate such assignment. All trademark, service mark and trade name usage and associated goodwill inures to Servicer's benefit. Servicer grants Client and its Affiliates an irrevocable, non-exclusive, paid-up, perpetual, worldwide license to use Work Product, subject to Servicer's prior written consent, which shall not be unreasonably withheld. This license survives Agreement termination by one year.

3. Insurance. Servicer shall carry such forms of insurance, in such amounts, as are commercially reasonable for the services offered hereunder.

4. Loan Documents. Client or its custodian shall retain custody of the original Note and Deed of Trust or Mortgage for the Mortgage Loans (or assignment thereof) unless Client specifically authorizes Servicer and agrees to engage Servicer for such custodial services.

5. Attorney's Fees. In the event legal action is brought to enforce the terms of this Agreement or to declare rights under this Agreement or to remedy its breach, the prevailing party shall be entitled to recover its costs and attorneys' fees from the other party.

6. Successors and Assigns. The rights granted under this Agreement may not be assigned by any party. Except as so limited, this Agreement is binding on and shall inure to the benefit of the parties, their successors, and assigns.

7. Non-Exclusivity and Assignment/Sub-contracting. This Agreement is non-exclusive, and each Party may in their sole discretion enter arrangements with third parties that are not in conflict with this Agreement. Servicer reserves the right to subcontract from time to time with, and use the services of, one or more outsource firms including, but not limited to law firms, property preservation companies, tax service providers, insurance providers, custodial service providers, and real estate brokers, to perform the duties of Servicer as described in herein.

8. Counterparts. This Agreement and related documents may be executed in multiple counterparts by different parties, with all counterparts together constituting one instrument. Execution/delivery is valid via facsimile, email, or accepted industry electronic transmission. Photo static copies have the same force as originals.

9. Modification. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. This Agreement may be modified only by a written agreement signed by each of the parties hereto. Notwithstanding the above, amendments to this Agreement, its exhibits, or schedules, may take the form of electronic communication between the Parties, as provided in the Notice provision of this Agreement.

10. Severability. If any provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, then that provision shall be curtailed and limited only to the extent necessary to bring said provision within the legal requirements and this Agreement as so modified shall continue in full force and effect.



11. Waiver. No waiver of any of the terms of this Agreement or any Addendum will be valid unless in writing and designated as such. Any waiver by any party or a breach of any provision of this Agreement shall be in writing and will not operate as or be construed to be a waiver of any other breach of such provision or any other provision of this Agreement will not be considered a waiver or deprive any party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. In addition, in granting any waiver, the waiving party will exercise its best efforts to ensure that all Parties continue to have substantially equivalent rights, benefits, privileges, duties and responsibilities. Any forbearance or delay on the part of either party in enforcing any of its rights under this Agreement will not be construed as a waiver of such right to enforce same for such occurrence or any other occurrence.

12. Disputes. All disputes arising from this Agreement shall be resolved by binding arbitration in Tarrant County, Texas before one arbitrator selected by AAA, administered under AAA Comprehensive Arbitration Rules and Procedures. The arbitration award may be entered in any court with jurisdiction. Parties waive rights to court remedies, including jury trial, by executing this Agreement.

13. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas and Servicer and Client agree to submit to the jurisdiction in any court within Tarrant County, Texas.

14. Notice, Information Requests, and Error Resolution. All required notices must be in writing and delivered personally, by fax, email, overnight service, or first-class mail to listed addresses. Address changes require written notice. Notices deemed received upon receipt, electronic confirmation (fax/email), or three days after U.S. Mail deposit, whichever applies. The Parties may request information from Servicer and notify Servicer of specific errors by submitting a qualified written request in the form of written correspondence, other than notice on a payment coupon or other payment medium supplied by servicer, which includes the requestor's name, account number and reason for request. Requests for information and notifications of error should be sent to Servicer's corporate office located at 1452 Hughes Road, Suite 200, Grapevine TX 76051. Email lenders@providentls.com.

15. Definitions. Definitions for various terms in this Agreement may be found in Exhibit 1.



Signature Page to Follow

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

CLIENT'S MAILING ADDRESS:

CLIENT'S PAYMENT ADDRESS:

Fax: _____

Fax: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

SERVICER:

Provident Loan Servicing
1452 Hughes Rd., Ste. 200
Grapevine, TX 76051
Phone: (214) 937-0786
Email: info@providentls.com



By: _____
Name: _____
Position: _____
Date: _____

CLIENT:

By: _____
Name: _____
Position: _____
Date: _____

Client acknowledges that all loss mitigation and foreclosure efforts and activity in the State of North Carolina must be performed by Servicer without exception.

Client: _____

PERSONAL GUARANTY:

By signing below, _____, as an inducement to Servicer to enter into this Agreement, agrees to unconditionally guarantee the prompt payment and performance of all amounts due under this Agreement and to be liable for any amounts due to the Servicer from the Client.

Name: _____
Date: _____



EXHIBIT 1 – Definitions

“Affiliate” means, (a) with respect to Client, any entity that controls, is controlled by, or is under common control with Client or any trust sponsored by Client or any of its other Affiliates and (b) with respect to Servicer, any entity that controls, is controlled by, or is under common control with Servicer. For purposes of this Agreement, “control” means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies, or operations of an entity, whether through ownership of voting securities, by contract or otherwise.

“Agreement” means this Servicing Agreement, the Exhibits hereto, any Transaction Addendum, and any duly executed amendments thereto.

“Applicable Requirements” means as of the time of reference, with respect to the Mortgage Loans and the subject matter of this Agreement, all of the following: (i) all contractual obligations of Client in any agreement, including without limitation with any insurer or governmental agency with respect to the Mortgage Loans; (ii) the Mortgage Loan Documents; (iii) all federal, state and local legal and regulatory requirements applicable to the servicing of the Mortgage Loans; and (iv) this Agreement.

“ARM” means an adjustable-rate Mortgage Loan that allows the holder of the promissory note secured thereby to periodically adjust the interest rate based on movement in a specified index.

“Balloon” refers to a Mortgage Loan the principal of which will not fully amortize before the scheduled maturity of that Mortgage Loan.

“Business Day” means any day other than (i) a Saturday or Sunday, or (ii) a day on which insured depository institutions in Texas are authorized or obligated by law to be closed.

“Client” means the controlling owner of the Mortgage Loans and/or the holder of certain mortgage servicing rights, and is acting for its own account, or on behalf of private and institutional clients, investors or originating lenders (collectively, “Lenders” or “Investors”), and is licensed as a lender, originator, loan servicer, or other entity, and having specific authority to contract with, and direct or otherwise authorize, the Servicer to perform the Services as hereinafter defined.

“Confidential Information” includes (a) all information, including Intellectual Property, related to the business of Servicer or Client and any of their respective Affiliates, clients and other third parties, to which Servicer or Client has access, whether in written, graphic or machine-readable form, in the course of or in connection with providing the Services; (b) all notes, analyses and studies prepared by Servicer or any of its Representatives, during the term of this Agreement or anytime thereafter, incorporating any of the information described in this Agreement, and (c) the terms and conditions of this Agreement.

“Cut-Off Date” means the last day of a Client accounting cycle or reporting cycle, as the context indicates.

“Effective Date” means generally, the date first stated above and (b) with respect to any Addendum, the date on which Servicer executes such Addendum, as set forth thereon.



“Impound Accounts” means an account established and maintained by the Servicer which shall be held in trust for the benefit of the Client and Borrower. Except as otherwise directed by the Client, the Servicer shall deposit into the Impound Account on all collections from the Borrowers for the payment of taxes, assessments, hazard insurance premiums, and comparable items for the account of the Borrowers, and the Servicer shall pay to the Borrowers interest on funds in Impound Accounts if so required under law.

“Exit Fee” is synonymous with the Deboarding Fee as defined in the Ancillary Fee Schedule (available upon request) attached hereto and incorporated herein.

“Exit Related Charges” means those expenses related to deboarding a Mortgage Loan for which an Exit Fee is payable in accordance with the Ancillary Fee Schedule (available upon request).

“Hazard Insurance” means all policies of property insurance insuring against loss or damage to any Mortgaged Premises by fire and other perils, including without limitation all endorsements and riders thereto, and including so-called fire and extended coverage insurance policies, homeowner’s insurance policies and flood insurance policies.

“Intellectual Property” means all (a) patents, patent applications, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, Internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs and mask works) and registrations and applications thereof, (d) databases, trade secrets, know-how and other confidential information, (e) waivable or assignable rights of publicity and (vi) waivable or assignable moral rights.

“Loan Boarding” means the process by which Client submits new Mortgage Loans to Servicer for the purpose of servicing, and the conditional acceptance of such Mortgage Loans by Servicer, depending on factors including, but not limited to, the completeness of the data submitted with the files. Servicer shall notify Client of the minimum Data Requirements on a Loan Boarding Checklist provided by the Servicer. The Client’s failure to timely and completely provide the Servicer with the Data Requirements may result in delayed servicing and/or additional costs and fees.

“Loan Documents” means (i) the mortgage note, deed of trust note, security deed note or other form of promissory note executed by a Mortgagor and secured by a Security Instrument evidencing the indebtedness of the Mortgagor under a Mortgage Loan (hereinafter “Mortgage Note”), and (ii) any deed of trust, security deed, mortgage, security agreement or any other security instrument which constitutes a lien on real estate (or shares of stock in the case of cooperatives) securing payment by a Mortgagor of a mortgage note (hereinafter “Security Instrument”).

“Loss Mitigation Fees” are the fees and expenses for loss mitigation activities, as described in Transaction Addendum.

“Mortgage,” “Mortgages” and “Mortgage Loans” means the residential mortgage loans or pools of residential mortgage loans (including the corresponding Loan Documents) which are identified on one or more Transaction Addendum(s) and are to be serviced by Servicer for Client pursuant to the terms and conditions of this Agreement.



“Mortgagor” means one or more mortgagors, trustors of trust deeds and deeds of trust, the grantors of any Mortgages securing a Mortgage Loan and/or the owners of the Mortgaged Premises at the time of reference.

“Mortgaged Premises” means the residential (1-4 family) real property that is encumbered by a Security Instrument securing the Mortgagor’s obligations under a Mortgage Loan, including all buildings and fixtures on such property and all accessions thereto, including installations of mechanical, electrical, plumbing, heating and air conditioning systems located in or affixed to such buildings, and all alterations, additions and replacements, and any such property following the completion of the foreclosure of the related Mortgage Loan.

“Parties” means Client and Servicer, each singularly being a “Party.”

“Person” means a natural person, partnership (general or limited), corporation, limited liability company, trust, joint venture, joint stock company, association, unincorporated organization, government or agency or political subdivision thereof, or other entity.

“REO Property” means any (i) real property owned by Client and made subject to this Agreement, and (ii) any Mortgaged Premises that was subject to a Mortgage Loan, after the Mortgaged Property has been acquired on behalf of Client pursuant to this Agreement through foreclosure or similar proceedings, acceptance of deed in lieu of foreclosure, acquisition of title in lieu of foreclosure or the acquisition of title by operation of law.

“Representatives” means Servicer’s or Client’s officers, directors, employees, agents, and subcontractors (and their employees).

“Servicing Rights” means the rights and responsibilities with respect to servicing and supervising Mortgage Loans and the associated Impound Accounts and Loan Documents.

“Servicer” means the Party identified as such in the preamble to this Agreement.

“Servicing Fee” means the fee for Services as specified in the relevant Transaction Addendum made a part hereof.

“Services” means all services provided by Servicer to Client hereunder and all Work Product.

“Transaction Addendum” means each duly executed Addendum to this Agreement regarding the scope of services for which Servicer has been retained by Client.

“Transfer Date” means, as to a Mortgage Loan, the date on which Servicer commences servicing such Mortgage Loan pursuant to the terms of this Agreement.

“Trust Account” means that bank account into which Mortgagor’s payments or principal, interest, taxes, and insurance is deposited, and which is intended to be disbursed to Client, Insurance company, tax authority, or Servicer.

“Work Product” means all works, materials, software, documentation, methods, apparatus, systems, designs, improvements, inventions, user interfaces, processes, formulae, products or future products, plans, devices,



enhancements, refinements or works of authorship and the like (and all tangible embodiments thereof) created by, conceived, originated, prepared, developed, conceived, or delivered by Servicer, either individually or jointly with others (whether or not patented, patentable, copyrighted or copyrightable), directly or indirectly useful in any aspect whatsoever in the business of Servicer as part of or in connection with the Services; provided, that nothing shall be considered “Work Product” hereunder that Client or any third party could develop independently of Servicer’s Intellectual Property or other Confidential Information (including but not limited to such Intellectual Property and Confidential Information as may be created or developed during the term of this Agreement but separate from Servicer’s provision of Services hereunder).