

MASTER LOAN SERVICING AGREEMENT

THIS MASTER LOAN SERVICING AGREEMENT (this "Agreement") made as of _____, 20____, by and between **American Century Servicing, LLC**, a Texas limited liability company, whose principal place of business is at 1333 West McDermott Drive, Suite 200, Allen, Texas 75013 ("Servicer") and _____, a _____, whose principal place of business is at _____ ("Client"), and collectively the ("Parties").

WITNESSETH:

WHEREAS, Servicer is the serving agent ("Servicing Agent") for Client with respect to any obligations performed pursuant to this Agreement. Servicer is acting as a sub-servicer wherein control of servicing decisions lies with the Client.

WHEREAS, Client is the owner of a partial or entire interest of certain promissory notes or other written contractual obligations (collectively the "Notes") which may be secured by Deed of Trust (the "Deed of Trust"), Mortgage (the "Mortgage"), Security Deed (the "Security Deed") or other security instruments ("Security Instrument"). The Notes and Security Instruments subject to this Agreement shall collectively be known as the loans (the "Loans" or "Loan"). Loans and the Borrower(s) for each Loan subject to this Agreement are detailed in Exhibit A, which may be amended from time to time.

WHEREAS, Client hereby authorizes and instructs Servicer, and Servicer agrees to service the Loans subject to the terms of this Agreement.

WHEREAS, Client understands and agrees that Servicer may have additional agreements, including, but not limited to, sub servicing or fee agreements with other clients, lenders, or other entities. Any such agreements will not have an effect on the servicing of the Loans subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, Servicer and Client agree as follows:

1. **Scope.** Client retains Servicer as Client's agent to employ commercially reasonable and prudent practices to collect all scheduled payments on all Loans subject to this Agreement including the enforcement of specific Clients' rights of processing demands, supporting foreclosures, and preparing, executing and recording reconveyances/releases and Substitution of Trustee on behalf of Client. At time of Loan boarding with Servicer or immediately upon request of Servicer, Client must supply (or cause to be supplied) to Servicer copies of all available relevant documents of the Loan file including, but not limited to, Notes, Deed/Mortgages/Security Deed, Modification Agreements, Forbearance Agreements, Assignments or any other document effecting condition of title or payment distribution and showing the correct Beneficiary, needed by Servicer to complete its tasks, including but not limited to, file setup, servicing functions, and to satisfy regulatory requirements, before servicing functions will be performed, continued, or funds distributed. Upon any occurrence that could impact servicing functions, including but not limited to, Assignment of Beneficial Interest, modification of Loan terms, Client must notify Servicer immediately of such occurrence and provide copies of relevant documents before servicing functions will be performed, continued, or funds distributed. Servicer shall follow instructions from Client unless directed in writing or by email by Client otherwise. 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 its behalf in the event of default or with respect to other matters requiring the direction or approval, including but not limited to, designation of Brokers or others acting on their behalf and the sale, encumbrance or lease of any real or personal properties which may be owned by Client as the result of foreclosure or receipt of a deed in lieu of foreclosure, or modification or forbearance of the Loans. Servicer shall consult with Client, on non-routine collection matters.

2. **Trust Account Disclosure.** Client authorizes Servicer to deposit all funds received in connection with this Agreement into a trust account at an FDIC insured bank or a similar facility with an insurance company subject to the state Guaranty Association. The trust account accrues credits that are used to offset bank service charges assessed to Servicer, which provides a financial benefit to Servicer. Any unused credits not used to offset bank service charges will not benefit Client in any manner.

3. **Duties and Responsibilities.** All of Servicer's duties are specified within this Agreement. If the duty is not specifically addressed within this Agreement, Servicer has not undertaken the particular duty. Duties and functions not specified in this Agreement are the responsibility of the Client.

4. **Required Documentation and Information.** Client or Client's designee must provide to Servicer copies of any documents, or information not in Servicer's possession, and required by Servicer to respond to, or satisfy any regulatory, State, Federal, licensing, foreclosure, audit, legal action or similar requests. Any reasonable costs, including but not limited to, fines, attorney fees, and court costs incurred by Servicer as a result of Client or Client's designee not timely notifying Servicer and supplying requested or required documents or information requested in accordance with this section will be paid by Client or Client's designee.

5. **Term and Termination.**

a. This Agreement shall begin on the date set forth above. The appointment of Servicer as Servicing Agent for each Loan shall continue until each Loan is paid in full, servicing is transferred, or 30 days after either party to this Agreement gives written notice or email notice to the other of its intent to terminate this Agreement, at which time all servicing responsibility will be transferred from Servicer to Client or Client's designee. On an individual Loan basis, this Agreement shall terminate as to that Loan when any of these events occur: (a) payment in full of the Loan and reconveyance of the related Security Instrument securing the related Loan; (b) 30 days' written notice by Servicer to Client; (c) 30 days' written notice by Client to Servicer (unless a shorter period of time is permitted under certain circumstances as provided in this Agreement or applicable law), or (d) recordation of a Trustee's Deed or Sheriff's Deed following a foreclosure of the Loan. All rights and authority under this Agreement shall continue upon written authorization by the Client for Servicer to handle the property management and property liquidation resulting from foreclosure.

b. Upon termination of this Agreement in its entirety or as to any one Loan, Servicer shall deliver to Client all of Client's funds, an appropriate accounting and all necessary documentation. At termination of all Loans or a terminated Loan, Client shall reimburse Servicer for any outstanding advances made pursuant to this Agreement within twenty (20) days upon written demand by Servicer to Client.

c. If Client terminates or requests that Servicer transfer servicing on any of the Loans subject to this Agreement to another servicer or other entity (the "Transferee Servicer"), Client must first pay in full all servicing and related fees due Servicer under this Agreement, including any Loan Servicing Termination/Transfer fee (collectively, the "Termination Fees"). After all Termination Fees have been received by Servicer, then Servicer will create and send the corresponding "Goodbye Letters" and Master Reports and will transfer Escrow/Impound accounts, if any, to Transferee Servicer. Client will provide documentation to Servicer evidencing the fact that the Transferee Servicer has all requisite licensing to service Loans and/or other obligations. In the event that Servicer determines in its sole discretion that the intended Transferee Servicer is not licensed in accordance with applicable state and/or federal law, Servicer has the right to refuse to transfer the files to the Transferee Servicer but will instead transfer the files to the Client directly. Client agrees to indemnify Servicer for any and all claims, damages, costs, expenses, suits, actions, causes of action, losses, debts and/or other liabilities, including, without limitation, attorneys' fees and costs resulting from the transfer of the servicing to: (a) Client; (b) the Transferee Servicer; and/or (c) Client but with a subsequent or simultaneous transfer to the Transferee Servicer. Additional requests may be subject to customary and

reasonable additional charges. Servicer's compensation in any area is subject to change upon 30 days written notice to Client; Client may avoid changes by terminating this Agreement in writing at any time during said 30-day period, and Client shall not be liable for the foregoing transfer fee.

6. **Servicer's Right of Interpretation.** Based on the various and changing State and/or Federal Statutes, State and/or Federal Case Law, and Servicer's interpretation of such laws, and in order to follow proper procedures and minimize risk, Servicer reserves the right to:

- (a) determine how payoffs, advances, late charges and/or default interest rates are to be assessed, and to adjust all payoffs, advances, assessments of late charges and/or default rates accordingly; and
- (b) determine the interpretation and application of other terms and conditions of the Loan. Servicer shall notify Client in writing or by email of such changes within 20 days of implementation. Client agrees that Servicer may decline to enforce certain provisions of the Loan as noted above in order to comply with the law and to minimize risk of litigation. By declining enforcement of certain provisions, Servicer may effectively waive those provisions on behalf of Client. By continuing to retain Servicer as its Client, Client agrees to such waivers. Client shall have no claim or cause of action against Servicer due to Servicer's interpretation of such laws and application thereof to Client's Loan(s) in accordance with this section absent the active negligence, bad faith, or willful misconduct of Servicer.

If Servicer determines that a Loan is predatory in nature, or the Loan does not comply with federal or state requirements, or at any time during servicing of the Loan becomes predatory in nature, or does not comply with federal or state requirements, Servicer can refuse to accept the Loan for servicing or can cancel any existing servicing or functions by Servicer related to the Loan as provided above by giving thirty (30) days' written notice to Client. Servicer reserves the right not to support any foreclosure on any asset it services if Servicer reasonably believes that foreclosure, or the terms and conditions of the Loan provided or established by Client, will violate state or federal law or company policy.

7. **Fund Accounts.** Servicer shall not: (a) commingle Servicer's assets with Client's or Borrower's payments. All Client and Borrower funds will be held in a segregated, monthly reconciled, non-interest-bearing trust account.

8. **Loan Documents.** Client or its custodian shall retain custody of the original Loan files, original Note, Deed of Trust, Mortgage, or Security Deed, Security Instruments for the Loans or assignment thereof. Servicer is not a Custodian of Loan Documents, and does not take custody of original Loan files, original Note, Deed of Trust, Mortgage or Security Deed, Security Instruments for the Loans, or assignment thereof.

9. **Protective Advances.** Client may make advances that are necessary and prudent to protect and to collect Client's interest in the Loans. As a normal course of business, Servicer will not advance any funds on Client's behalf and Servicer hereby agrees to and shall obtain Client's prior written or emailed approval before incurring any financial obligations on behalf of Client.

10. **Loan Servicing Fee** – Servicer may charge the Client's loan account or the Borrower account servicing fee as outlined in Exhibit B, attached hereto and made a part hereof to this Agreement. All fees are non-refundable and may be changed from time to time with 30-day prior notice to Client. Any servicing fee will be deducted from Client or Borrower balance as appropriate. Should there be no sufficient funds to deduct fees from, such fee can be deducted from other Loans the Client or Borrower has with the Servicer, or charged directly to the Client or Borrower.

If no such disbursement exists within 30 days, such fees will be due directly from Client within 5 business days, after which time they will be considered delinquent and subject to a 10% past due charge; provided, however, that if Client disputes any amounts reflected in such invoices, Client and Servicer agree to work together in good faith to resolve such disputes. If Client's account becomes delinquent, all activities of Servicer on behalf of Client may cease.

Servicer's compensation is subject to change upon 30 days written notice to Client; Client may avoid changes by terminating this Agreement in writing at any time during said 30-day period. If Client elects to terminate as a result of Servicer's unilateral change of Servicer's compensation, Client will not be subject to any Termination Fees.

11. **LOAN SERVICING General Functions.** If required information and documentation is supplied and associated fees are paid, Servicer shall in accordance with industry standards and applicable laws, rules and regulations:

- a. issue periodic payment statements in accordance with the terms of the Note for each Loan directing Loan repayment to Servicer;
- b. issue Late Notices to Borrowers as applicable calculating in any late fees due;
- c. issue Final Notices to Borrowers as applicable warning of the possibility of foreclosure if payment is not received;
- d. answer Borrower inquiries, demands and requests, and act as intermediary between Borrower and Client;
- e. issue payoff demands, and beneficiary statements,
- f. demand, receive and collect all Loan payments, deposit them immediately or by the next business day into Servicer's Trust Account;
- g. issue annual income tax statements (1098 and 1099-INT) to all Borrowers and Client;
- h. execute and deliver on Client's behalf and in Client's name any documents necessary or convenient for the exercise of any rights or duties which Client may have as Client under the Security Instruments, including but not limited to preparing and issuing Requests for Reconveyance or Release, recording a Full or Partial Reconveyance or Release and Beneficiary Statements;
- i. convey Payoff Demands within the shortest of the Federal or State statutory timeline requirements from receipt to Client for written or email approval, and if Client's written or email approval is not received by Servicer within the following two business days, Servicer possess the right to assume the Payoff Demand to be correct and accept it;
- j. upon receipt of funds sufficient to satisfy the Payoff in accordance with Servicer's payoff demand statement, Servicer is authorized, but in accordance with State and Federal regulations may not be obligated, to prepare the Full or Partial Reconveyance or Release and coordinate recording of such; and
- k. prior to initiating any foreclosure proceedings for any Loan in any state, Client must: (i) provide written notice to Servicer of its intent to start the foreclosure process; (ii) retain Servicer to support the foreclosure process and track foreclosure milestones; and (iii) retain an attorney to represent them in the foreclosure process, either selected from the Servicer's Approved Attorney List or vetted by Servicer for statutory and compliance purposes. Administrative fees and/or deposits are required from Client in order for Servicer to support the initiation of foreclosures with Client's selected attorney. **Client must give Servicer the exclusive right to coordinate all non-judicial foreclosures with respect to such Loans,** and failure to comply could result in cancellation of Loan servicing by Servicer on specified Loans or on all Loans.

12. **No Additional Obligations of Servicer.** Client acknowledges that Servicer has no obligation, other than described elsewhere in this Agreement, to make any payment (other than the forwarding of a Borrower's payment) to or on behalf of Client, or to senior liens or to otherwise protect or enforce the Client's security or rights hereunder. 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 Borrower'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 Client. Client is

responsible on junior liens for verifying insurance coverage and tax payments with senior liens. It is the responsibility of the Client to track maturity dates and, if desired, request Servicer to prepare a Maturity Notice to the Borrower for a fee. It is the responsibility of the Client to periodically monitor Loan Data, Borrower payments and servicing activity by using the Servicer's web Customer Login, or by reading the monthly report sent by Servicer. 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.

13. **Notice of Change of Loan Status by Client.** Client or Client's designee must notify Servicer promptly, in writing, of any "change in status" of Client's Loans. Change in status includes, but is not limited to, sale of the Loan by Client, commencement of judicial or non-judicial foreclosure, completion of a foreclosure sale, loan modification, bankruptcy filing by Borrower, or change in bankruptcy status. Client or Client's designee shall immediately supply supporting documentation and/or information regarding such change in status to Servicer, whenever such change in status was initiated or handled by someone other than Servicer. Client or their designate, if other than Servicer, that initiated or handled any of the above-mentioned change of status items must be aware of, and comply with any related State or Federal compliance requirements.

14. **Indemnification.** Servicer shall indemnify, defend and hold Client and its officers, employees, representatives, members, directors, trustees, parent companies, affiliates, subsidiaries, 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 (a) any actions or omissions by Servicer, Servicer's sub servicers, contractors, or agents, that are outside the scope of its authority hereunder except to the extent Client has approved in writing of the action that was outside the scope of its authority and/or (b) taking any action, or refraining from taking any action, with respect to any Loan or property, by Servicer, Servicer's sub servicers, contractors, or agents, that result from the malfeasance, willful misconduct, gross negligence, breach of this Agreement or a failure by Servicer to act in compliance with the terms of this Agreement. The foregoing indemnification shall survive the termination of this Agreement.

Client shall indemnify, defend and hold Servicer and its officers, employees, representatives, members, directors, trustees, parent companies, affiliates, subsidiaries, successors and assigns harmless from any and all claims, demands, causes of action, losses, damage, fines, penalties, liabilities, costs and expenses, including but not limited to 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 but not limited to (a) any actions or omissions in respect of any Loan or property of any prior servicer, sub-servicer, owner or originator of a Loan or property, and/or (b) taking any action, or refraining from taking any action, with respect to any Loan or property, that result from the malfeasance, willful misconduct or gross negligence of Client, Client's sub servicers, contractors, or agents, or from the failure of the Client to provide Servicer the necessary Loan documents and authorizations in order to allow Servicer sufficient time to timely process satisfactions, payoffs and releases, and/or (c) any and all liability related to the information provided by Client and contained herein or provided separately by Client, and the accuracy of such information. The foregoing indemnification shall survive the termination of this Agreement.

15. **Licenses.** Servicer represents and warrants to Client that it, any agent, employee, or any vendor hired by Servicer, holds all required and applicable federal, state and/or local licenses, certificates and other permits as may be necessary to conduct the activities required by its engagement and this Agreement and that the Servicer's performance of such services will not conflict with or violate any applicable agreement, law or regulation applicable to Servicer. Servicer further represents and warrants to Client that it is and will continue to be in compliance with all applicable federal, state and local laws, ordinances and regulations pertaining to its business. Servicer further represents and warrants to Client that it is not subject to any court or administrative judgments, orders, injunctions

and/or rulings which would have an adverse effect on its ability to service the Loans and perform under this Agreement. Servicer further represents and warrants to Client that neither the Servicer nor any of its directors, officers or principals have been sued by any of the Servicer's present or former Clients, partners, co-venturers or other persons and that the Servicer is not involved in any litigation which if resolved adversely to the Servicer would negatively impact its ability to perform its obligations hereunder. Client represents and warrants to Servicer that it, any agent, employee, or any vendor hired by Client, holds all required and applicable federal, state and/or local licenses, certificates and other permits as may be necessary to conduct the activities required for Client to receive payments and proceeds collected by Servicer.

16. **Data.** Servicer shall maintain (i) off site backup storage for the data files used in connection with the services provided under this Agreement and (ii) customary security to protect Client's proprietary information.

17. **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 have the right to control Servicer only pursuant to this Agreement. Client shall not have the right to control the means by which 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.

18. **Servicer Not Agent.** 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.

19. **Assignment or Subcontracting.** No assignment or subcontracting by Servicer of any of its obligations under this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment or subcontract has had the prior written approval of Client. Client may terminate this Agreement rather than accept any proposed assignment or subcontracting and Client shall not be liable for any transfer fee.

20. **Conflicts of Interest.** Servicer agrees that it shall not make, participate in the making, or in any way attempt to use its position to influence any decision of Client in which Servicer knows or has reason to know that Servicer, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

21. **Insurance.** Servicer may, in its sole discretion, maintain during the life of this Agreement: (a) Errors and Omissions insurance; (b) General Liability insurance; and/or (c) a Fidelity Bond. Servicer may notify the Client if any required insurance lapses or is otherwise modified.

22. **Accounting Records.** In accordance with generally accepted accounting principles and industry standards, Servicer shall maintain reasonably full and complete records of the cost of and completion of services performed under this Agreement.

23. **Compliance with all Laws.** Servicer shall be knowledgeable of and comply with all local, state and federal laws, rules and regulations that may apply to the performance of this Agreement.

24. **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 of Texas courts sitting in the County of Collin.

25. **Waiver of Breach.** Any waiver by any party of 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 and 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.

26. **Confidentiality and Soliciting Borrowers or Investors.** The Servicer acknowledges and agrees that Client and its affiliates possess and will possess information, whether or not in writing or other tangible form, that is disclosed to or learned by Servicer as a consequence of or through performance of the services, whether or not related to the Servicer's specific work that is important to Client's business (including the names and addresses of the Client's and its affiliates' investors and borrowers) ("Proprietary Information"). Servicer agrees that (a) such Proprietary Information constitute trade secrets of the Client, (b) all Proprietary Information shall be the sole property of Client (or its affiliates, as applicable) and (c) the sale, unauthorized use, or disclosure of any Proprietary Information or other trade secrets obtained by the Servicer during or after the term of this Agreement constitutes unfair competition and an unauthorized use of such Proprietary Information or other business trade secrets. The Servicer promises and agrees not to engage in any unfair competition with the Client and promises and agrees to not engage in any unauthorized use of the Client's Proprietary Information. Servicer shall protect the Proprietary Information with the same degree of care as Servicer employs with its own information of similar importance, but in no event less than a reasonable degree of care. This Section 28.0 shall survive termination of this Agreement. "Applicable Privacy Law" means the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801-68, *Interagency Guidelines Establishing Information Security Standards*, 12 C.F.R. Part 570, Appendix B, and other applicable law regarding privacy. "Confidential Information" means any non-public information of Client (or its affiliates), including information whose disclosure would violate Applicable Privacy Law. Servicer will take all of the following measures to protect the confidentiality of the Confidential Information:

- (a) Servicer will hold all of Client's Confidential Information in the strictest of confidence.
- (b) Servicer will safeguard Client's Confidential Information with the same degree of care to avoid unauthorized disclosure as it uses to protect its own Confidential Information of a similar nature, but in any event, no less than reasonable care, which necessarily includes the care required by Applicable Privacy Law.
- (c) Servicer will not disclose any of Client's Confidential Information to any other Person under any circumstances, except as required by law.
- (d) Servicer will not use (or assist or permit its any other person to use) any of the Confidential Information for any purpose other than the performance of its duties as Servicer.
- (e) Servicer will maintain all information subject to Applicable Privacy Law in accordance with standards required by Applicable Privacy Law, even beyond the term of this Agreement.

27. **Execution in Counterparts/Facsimile or Email Delivery.** This Agreement and any addendum, exhibit or schedule hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement may also be executed and delivered by way of facsimile or email. Photostatic copies of this Agreement have the same force and effect as an original of this Agreement.

28. **Integration and 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. Any work performed that is inconsistent with or in violation of the provisions of this Agreement shall not be compensated. 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.

29. **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.

30. **Headings.** The headings of the various sections and paragraphs of this Agreement have been inserted for convenience and reference only and shall not be deemed to be part of this Agreement.

31. **Dissemination of Information.** Neither Servicer nor Client nor their representatives shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other party. No party hereto will use the name, mark or logo of the other party in any advertisement or printed solicitation without first having prior written approval of the other party. The parties hereto shall take reasonable efforts to ensure that its vendors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other party without that party's prior written approval. In addition, the parties hereto agree that their contracts with all vendors necessary for the performance of this Agreement will include appropriate provisions to ensure compliance with the restrictions of this Section 31 and 26. Section 31 and 26 shall survive termination of this Agreement.

32. **Litigation Response Costs.** Except as otherwise provided in Section 14, if Servicer is served with a subpoena, notice to appear at trial, arbitration, mediation, deposition or any other lawful mandatory appearance, by or through a court of competent jurisdiction or officer of such court, which requires any custodian of record, employee, officer or agent of Servicer to appear in person to introduce documents and/or give testimony concerning any legal action involving Client, Servicer shall be reimbursed for all reasonable (in its sole, subjective discretion) out of pocket costs, fees and expenses, including, but not limited to, hotel, airline, meals, car rental or any related expense (the travel expenses). In addition to the travel expenses and out of pocket costs, Client shall pay to Servicer \$150 per hour for all time spent by any custodian of records, employee, officer or agent of Servicer preparing to testify, reviewing files, assembling files, data or documents, travel time, waiting time, or any related expenditure of time incident to the appearance described above. Servicer shall provide Client with a detailed invoice describing all charges to be paid by Client. Such payment is due upon receipt. Client shall not be responsible for any expenses or fees if the appearance is a result of Servicer's act or failure to act that is in violation of any material promise made by Servicer in this Agreement or if the trier of fact determines Servicer's intentional or gross negligence caused damage to plaintiff.

In case of Borrower filing a complaint against Servicer and/or Client, Client hereby agrees to retain counsel to represent Servicer and/or Client at Client's expense. Servicer shall have input and approval of counsel selected by Client to defend Servicer. If the Servicer in its sole discretion believes there is a conflict between the rights and responsibilities of Servicer and the rights and responsibilities of Client in the lawsuit, Servicer has the right to require counsel separate and apart from Client to represent its interests. Client shall not be responsible for defending Servicer if the trier of fact in the action commenced by the Borrower's filing of the Complaint determines that Servicer's intentional or gross negligence caused damage to plaintiff.

33. **Outside Counsel Action Indemnification.** Servicer is not responsible for any act or omission to act, taken by any counsel (Counsel) working with Client. Servicer must approve Counsel hired by Client for any direct servicing related functions, including but not limited to foreclosure, bankruptcy relief, and regulatory issues, and Client shall advise Counsel that it is the responsibility of such Counsel to report their actions to Servicer. Any Counsel hired, referred or recommended by Servicer, Client or other party, for Client or for benefit of Client, is deemed working directly with Client, and Servicer is not to be held responsible or liable in any way, for any act or omission to act, by Counsel.

34. **Client Representations.** Client represents to Servicer that, if the Client is acting as a servicer, sub-servicer or agent of lenders, that Client has informed lenders of its choice in outsourcing the servicing to Servicer and that both Client and 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 Loan or property. Client further represents to Servicer that Client owns a valid, existing and enforceable Loan free of any known fraud or wrongdoing by the Client.

35. **Limitation of Liability of Servicer.** Except to the extent the validity of the Loan is adversely affected or caused by any act or omission of Servicer or its representatives, Servicer is not responsible to Client, its successors, assigns, Borrower, or any other third party for the validity of the Loan submitted by Client, including without limitation, (i) the Loan documents, including notes, deeds/mortgages/security deeds, or assignments, (ii) whether the Loan is a valid, enforceable or existing lien on the property, (iii) the enforceability of the Loan against the Borrower of the Loan, (iv) or any regulatory compliance or violation of any other state or federal laws, including without limitation the Real Estate Settlement Practices Act and the Truth-in-Lending Act that occurred before the transfer of servicing rights and obligations to Servicer.

36. **Notice.** Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally or by facsimile, email or by overnight delivery service or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt, electronic confirmation of delivery as to facsimile or email notices, or 3 days after deposit in the U. S. Mail, whichever is applicable.

37. **General Reference and Waiver of Jury Trial.**

a. If a dispute arises out of, or relates to this Agreement, the dispute shall be decided by general reference procedures pursuant to Texas Code of Civil Procedure. The general reference shall be commenced by a request or a motion filed with the clerk or presiding judge of the County of Collin, with a copy served on the other party, pursuant to Code of Civil Procedure. Any such request or motion shall include a copy of this Agreement. Except to the extent modified herein, the reference shall be conducted in accordance with Texas law including, but not limited to, the Texas Code of Civil Procedure and Texas Evidence Code. Any general reference shall be commenced within the period specified by the applicable statute of limitation for the claim(s) made. All general reference proceedings hereunder shall, unless all parties thereto otherwise agree in writing, be conducted in a mutually agreeable location in the County of Collin, State of Texas.

b. Subject to an award of fees and costs to the prevailing party in the general reference, each party shall pay one-half of the expenses of the general reference at the rate set by the Court pursuant to Code of Civil Procedure. The referee(s) shall not have the right to convene a jury to be the trier of fact of any controversy hereunder. BOTH PARTIES HEREBY WAIVE A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.

c. No reference arising out of or relating to this Agreement shall include, by consolidation, joinder with or in any other manner, an additional person or entity not a part to this Agreement except by written consent containing a specific reference to this Agreement by both parties hereto unless ordered by a court of competent jurisdiction. Consent to a reference involving an additional person or entity shall not constitute consent to a reference of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein.

d. The parties agree that the referee shall be a member of the American Arbitration Association, and be empowered to award to the prevailing party a reimbursement of costs of the general reference, including, without limitation, attorney's fees, expert fees, fees assessed by the referee and the referee's compensation.

38. BY EXECUTING THIS AGREEMENT, CLIENT AND SERVICER ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THIS AGREEMENT DECIDED BY A GENERAL REFERENCE PROCEEDING, WITH A REFEREE AND NOT AN ACTIVE JUDGE, AND BOTH PARTIES ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR BEFORE A JURY. IF EITHER PARTY REFUSE TO SUBMIT TO A GENERAL REFERENCE PROCEEDING AFTER AGREEING TO THIS PROVISION, SUCH PARTY MAY BE COMPELLED TO PARTICIPATE IN THE GENERAL REFERENCE PROCEEDING UNDER THE AUTHORITY OF THE TEXAS CODE OF CIVIL PROCEDURE.

CLIENT:

_____, a _____

By: _____
Its: _____
Printed Name: _____

Mailing Address:

SERVICER:

AMERICAN CENTURY SERVICING, LLC, a Texas limited liability company

By: _____
Its: _____
Printed Name: _____

Mailing Address:

1333 W. McDermott Drive, Suite 200
Allen, Texas 75013

EXHIBIT A - LOANS INCLUDED UNDER THIS AGREEMENT

The following Loans are included in this agreement. Any Loans that are requested by the Clients to be serviced by the Servicer will be included under this Agreement even if not specifically listed below:

EXHIBIT B – SERVICING FEE

May be changed in accordance with the terms of this agreement, but shall not exceed industry standard for such services as offered by other service for similar loans.

Fees to Client

Loan setup fee	\$20 per Loan, if no escrow/impound
Loan setup fee	\$25 per Loan, with escrow/impound
Loan servicing	\$10 per month per Loan per lender

(1) Fees will be charged to the Client's account and deducted from disbursement of monthly interest

(2) Any Client fees charged to the borrower have to be included in the loan agreement and will be added to the monthly payment.
If monthly payment is not made, Client is liable to the fee amount.

Fees to borrowers

Non Sufficient Funds	\$30.00
Payoff request	\$20.00
any updates	\$10.00
Reconveyance	\$225.00
Late change	Per note terms
Draw processing	\$15.00 (not including inspection fee)
Modification processing	\$20.00 (not including doc preparation)

Fees may be added to the schedule if tasks requested that are not currently included

Fees may be changed with 30-day notice

If changed, Client may terminate servicing at no additional cost