

MASTER PROPERTY SERVICES AGREEMENT

By and Between

and

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EXHIBIT A PERFORMANCE REQUIREMENTS FOR SERVICES

EXHIBIT B PROPERTY INSPECTION AND MAINTENANCE SERVICE FEE SCHEDULE

EXHIBIT C

MASTER PROPERTY SERVICES AGREEMENT

This MASTER PROPERTY SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into of this ___ day of _____, 2011, by and between _____ ("Client") and _____ ("Company").

WHEREAS, **Client** & its Affiliates are in the business of acquiring residential real property located throughout _____ County, Ohio in various conditions;

WHEREAS, **Company** represents and warrants that it is in the business of and, possesses the requisite skills, ability, knowledge, experience and qualifications to provide **Client** with property inspections, property preservation, hazard claims insurance recovery, property valuation, title services, asset management and other related services as required by **Client** in the course of business; and

WHEREAS, **Client**, may from time-to-time, at its sole discretion, request **Company** to provide various Services (as hereinafter defined) and **Company** may at its sole discretion agree to provide said Services to Client;

NOW, THEREFORE, this Agreement establishes the terms, conditions and consideration under which **Company** will provide the Services specified in EXHIBIT A at the Pricing detailed in Exhibit B, each of which are attached hereto and incorporated by reference herein("Services").

1.00 TERM OF AGREEMENT

1.01 Initial Term. This Agreement shall remain in effect from its execution date indicated below ("Date of Execution"), extending for a period of _____ (___) years from said Date of Execution unless sooner terminated as provided Section 24.00 herein.

2.00 AFFILIATES

2.01 Definition. When used in this Agreement, the term "**Client** Affiliate" shall mean all entities now or hereafter controlling, controlled by, or under common control, directly or indirectly, of **Client** or **Client**'s parent.

2.02 Rights of Client & Affiliates. **Company** expressly acknowledges and agrees that by this Agreement, all obligations of **Company** under this Agreement shall extend, and all rights and privileges of **Client** shall accrue, to the **Client** & Affiliates to the same extent as such obligations, rights and privileges extend or accrue to **Client** under this Agreement, and (c) notwithstanding the foregoing,

Client shall solely be responsible to **Company** for the performance of **Client & Affiliates** obligations under this Agreement.

3.00 SCOPE OF THE AGREEMENT

3.01 **Company** will provide the Services as set forth in EXHIBIT A, at the Pricing set forth in Exhibit B, each attached hereto and incorporated by reference herein, in accordance with the requirements for Services set forth therein.

3.02 Any written document submitted to **Client** by **Company** in connection with this Agreement including, but not limited to, invoices, Services schedules and the like shall reference, as applicable, a Request for Services number and/or Agreement reference number.

4.00 GENERAL

4.01 In performance of its obligations under this Agreement, **Company** represents, warrants and/or Covenants to **Client** that **Company** and its employees and any authorized Subcontractors shall be qualified, with suitable training, experience and skill, and shall have all rights and licenses necessary to fulfill their obligations under this Agreement.

4.02 Where this Agreement specifies a time for the performance, time is of the essence in such performance.

4.03 Where notice, approval or similar action by either party hereto is permitted or required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

4.04 A business day (“Business Day”) means any day, Monday through Friday, excluding **Client**’s holidays, of any given week or portion thereof. A calendar day (“Calendar Day”) means every day of any given month or portion thereof. Regular business hours (“Business Hours”) means the time between 8:00 A.M. and 5:00 P.M. Standard or Daylight Savings time where **Company** is principally located on any Business Day. Work orders received after 3:00 p.m. on the last Business Day of the calendar week will be deemed received at 8:00 a.m. of the next Business Day.

4.05 **Company** shall take and require its Subcontractors (defined as any third party which Company may engage to perform various Services on its behalf for the benefit of Client) to take reasonable precautions and institute procedures designed to promote safety, avoid accidents and prevent injury to persons or property at

Client's sites, and shall require them to be licensed, as required by law, in the municipalities in which the services are performed.

5.00 MUTUAL REPRESENTATIONS AND WARRANTIES

5.01 Each party represents and warrants the following: (a) in performance of its obligations under this Agreement, each party shall act fairly and in good faith; (b) its execution, delivery and performance of this Agreement (i) have been authorized by all necessary corporate action, (ii) do not violate the terms of any law, regulation, or court order to which such party is subject, or the terms of any material agreement to which the party or any of its assets may be subject, and (iii) are not subject to the consent or approval of any third party; (c) this Agreement is the valid and binding obligation of the representing party, enforceable against such party in accordance with its terms; and (d) such party is not, to the best of its knowledge, subject to any pending or threatened litigation or governmental action which could interfere with such party's performance of its obligations hereunder;

5.02 Corporate Status: **Company** and **Client** represent and warrant to each other that as of the date of this Agreement: (i) **Company** is duly organized and a validly existing limited liability company in good standing under the laws of the State of Delaware and has the requisite power and authority to enter into this Agreement and any other agreements to which it is party and that are contemplated by this Agreement; and (ii) **Client** is duly organized and a validly existing corporation under the laws of the State of Ohio and any applicable jurisdictions in which it conducts business, and has the requisite power and authority to enter into this Agreement and any other agreements to which it is party and that are contemplated by this Agreement.

6.00 REPRESENTATIONS AND WARRANTIES OF COMPANY

6.01 In rendering its obligations under this Agreement, without limiting other applicable performance warranties, **Company** represents and warrants to **Client** as follows: (a) all work will be performed in a professional and workmanlike manner in accordance with the standards set forth in this Agreement or, in the absence thereof, at a minimum in accordance with industry standards and practices; (b) **Company** is in good standing in the state of its formation and is, where required by law, qualified to do business as a foreign limited liability company in each of the states in which it is providing services hereunder; and (c) **Company** shall secure all federal, state and/or local permits, licenses, regulatory approvals and registrations required to render services set forth herein, including without limitation, registration with the appropriate taxing authorities for remittance of taxes;

and (d) in the event there is legal action taken or regulatory agency investigation of the **Company** relating to any Services subject hereto, **Client** shall receive immediate written notification.

7.00 PERFORMANCE STANDARDS

7.01 Standard of Care. **Company** shall provide knowledgeable, skilled, proficient, and experienced employees and Vendors to enable full performance of all obligations under this Agreement. **Company** shall perform Services with the reasonable care that would be taken by qualified, competent, and experienced personnel in accordance with prudent, high quality mortgage service standards and practices applicable to the performance of Services or such obligations.

7.02 Conformity with Laws, Regulations. All Services performed for **Client** pursuant to this Agreement shall conform to the performance standards set forth in Exhibit A and Exhibit B. In addition, **Company** shall perform all Services in compliance with all applicable FHA, VA, HUD, Fannie Mae, Freddie Mac, GNMA, regulations, guidelines and requirements of this Agreement, and with any and all applicable federal, state and local laws and ordinances.

Each party agrees to promptly forward to the other any notices or directives it receives from any agency concerning the performance of Services within twenty-four (24) hours of receiving any such notice or directive.

7.03 Standard of Performance with regard to Time Frames. **Company's** standard of performance timeframe requirements are set forth in Exhibit A attached hereto.

8.00 COVENANTS

8.01 During the term of this Agreement, **Company** shall (a) use all reasonable efforts to avoid the disruption of normal operations of **Client**; (b) at all times maintain capital and other financial resources sufficient to permit **Company** to perform its obligations under this Agreement; (c) pay its debts generally as they become due; (d) at the request of **Client**, deliver to **Client** financial statements of **Company** as prepared by or for **Company** in the ordinary course of its business; and (e) notify **Client** immediately in the event there is a material adverse change in the business or financial condition of **Company** since the last submission of financial statements to **Client**.

9.00 FORCE MAJEURE

9.01 Suspension of Operations. Notwithstanding anything to the contrary in this section, **Client** expressly acknowledges and agrees that there may be conditions

or circumstances out of Company's control that prevent or hinder the performance of work. Neither party shall be liable for damages for delay in the Services herein arising out of causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics or pandemics, strikes, labor disturbances or freight embargoes, provided that, in the case of **Company**, **Company** shall within ten (10) Business Days from the beginning of such delay notify **Client** in writing of the cause of delay and **Company's** contingency plan to cure such delay; however, if a delay exceeds a total of thirty (30) Calendar Days, **Client** may terminate this Agreement.

9.02 Contingency Plan. **Company** agrees to maintain policies and procedures relevant to contingency plans, recovery plans, and proper risk controls to ensure **Company's** continued performance under this Agreement. **Company** agrees to provide copies of said policies and procedures to **Client**, upon execution of this Agreement.

10.00 RELATIONSHIP

10.01 Independent Contractor Status. This Agreement shall not be construed as creating an employee/employer, agency, partnership, or joint venture relationship between **Company** (or any of its Agents or employees) and **Client** or **Client & Affiliates**. Each party shall have the obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed under this Agreement and shall be liable for the acts or omissions of their employees and agents in performing their respective obligations hereunder.

10.02 Non-Hire. For sixty (60) days following the termination or expiration of this Agreement, neither party shall recruit or hire any employee of the other party who has performed any work related to this Agreement, without that party's prior written consent.

11.00 ON-SITE PERSONNEL/LIAISONS

12.00 SUBCONTRACTING

12.01 In performing its obligations under this Agreement, **Company** may engage subcontractors and other third parties ("Subcontractor(s)"). **Company** shall require all Subcontractors, as a condition to their engagement, to agree to be bound by provisions substantially identical to those included in this Agreement, specifically those relating to the indemnification of **Client** and **Client Affiliates**, treatment of Confidential Information, and Security. In addition, Subcontractors

shall be required to obtain and maintain their own insurance in accordance with Company's specific requirements therefore The use of Subcontractors shall not relieve **Company** of any of its obligations under this Agreement. In addition to the insurance maintained by the Company and its subcontractors, the Company shall maintain, and shall require its subcontractors to maintain, insurance in the amount and in the manner prescribed on Exhibit C attached hereto and made a part hereof.

13.00 ORDERING AND CANCELLATION OF SERVICES

13.01 Ordering Services. Services shall be provided in accordance with the criteria established in EXHIBITS A and B. Such services may be automatically provided to **Client** by **Company** pursuant to a Services Matrix to be drafted and agreed upon by the parties, or may be dispatched to **Client** only upon **Client**'s written Request for Services which may be provided to **Company** via facsimile, electronic mail or other written request ("Request for Services").

13.02 Changes to Scheduled Services. **Client** reserves the right to require reasonable changes in the criteria and/or schedule of Services, consisting of additions, deletions or modifications provided such changes in Services shall be authorized in writing by both parties referencing this Agreement.

13.03 Instruments. All instruments ("Instruments"), such as Requests for Services, purchase orders, invoices, schedules and the like used in conjunction with this Agreement shall be for the sole purpose of defining quantities, prices and a description of services or products to be provided hereunder, and to this extent only are incorporated as a part of this Agreement. Any terms and conditions included in Instruments beyond the purposes of Instrument stated above shall not be incorporated and in no event shall such Instrument be construed to modify, amend, or alter the terms of this Agreement.

13.04 Cancellation of Services. Services may be cancelled by **Client** in writing at any time prior to the performance of services for any reason. **Client** shall be obligated to pay **Company** for any Services completed within twenty-four (24) hours of receipt of written cancellation by **Client**. If **Client** cancels services due to a loan sale, transfer of servicing or subservicing agreement with another entity, **Client** remains obligated to pay for all Services performed in accordance with this Agreement and **Client** expressly acknowledges and agrees that **Company** is not obligated to seek payment for Services from any third party.

14.00 NON-DISCRIMINATION

14.01 Equal Opportunity Employers. **Client** and **Company** are equal opportunity employers and do not discriminate in employment of persons or awarding subcontracts because of a person's race, sex, age, religion, national origin, veteran or handicap status.

14.02 Compliance. **Company** is aware of and fully informed of **Company's** responsibilities and agrees to the provisions under the following: (a) Executive Order 11246, as amended or superseded in whole or in part, and as contained in Section 202 of said Executive Order as found at 41 C.F.R. §60-1.4(a)(1-7); (b) Section 503 of the Rehabilitation Act of 1973 as contained in 41 C.F.R. §60-741.4; and (c) The Vietnam Era Veterans' Readjustment Assistance Act of 1974 as contained in 41 C.F.R. §60-250.4.

15.00 CONFIDENTIALITY –

15.01 Definition. When used in this Agreement, the term "Confidential Information" shall mean this Agreement, all Proprietary Information (as defined below), all "non-public personal information" provided to **Company** by **Client** in connection with the Services performed pursuant to this Agreement, as such term is defined under Title V of the Gramm-Leach-Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1138), as it may be amended from time to time, the regulations promulgated thereunder or other applicable law, collectively "Privacy Laws," and all data, trade secrets, business information and other information of any kind whatsoever which (a) has been disclosed to either party, or to which either party has access, in connection with the negotiation and performance of this Agreement, and (b) relates to (i) the other party, (ii) in the case of **Company**, the **Client** & Affiliates and their customers, or (iii) third party vendors or licensors which have made confidential or proprietary information available to **Client** or a **Client** Affiliate.

15.02 Proprietary Information. When used in this Agreement, the term "Proprietary Information" shall mean all work performed for **Client** or any **Client** & Affiliates under this Agreement and all work product resulting from such work, including, without limitation, all data, designs, software, programs, card decks, tapes, ideas, concepts, techniques, inventions, property or contractual rights, proprietary rights, modifications and enhancements, together with all applicable rights to patents, copyrights, trademarks and trade secrets.

15.03 Non-Disclosure. Each of the parties on behalf of itself and its employees, officers, directors, affiliates and agents, hereby agrees that all Confidential Information shall be held in confidence to the same extent and using at least the same degree of care as each party uses to protect its own confidential or

proprietary information but in no event less than reasonable care. Except as otherwise specifically contemplated herein or authorized by the non-disclosing party, each party is not to disclose, publish, release, transfer, or otherwise make available Confidential Information in any form to, or for the use or benefit of, any other person or entity. Each party, however, will be permitted to disclose relevant aspects of the Confidential Information: (1) to its officers, directors, agents, subcontractors, and employees, and to third parties contemplated by the terms of this Agreement, to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations hereunder and such disclosure is not prohibited by any applicable Privacy Law, provided, however, that each party shall take reasonable measures to ensure that Confidential Information is not disclosed, used, or duplicated in contravention of the provisions of this Agreement or Privacy Laws by such officers, directors, agents, subcontractors, and employees; and (2) as required by law or as otherwise permitted by this Agreement, either during the term of this Agreement or after the termination of this Agreement, provided that, prior to any disclosure of either party's Confidential Information as required by law, the party subject to the requirement shall (i) notify the other party of all, if any, actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure immediately upon becoming so obligated, and (ii) cooperate with the other party's reasonable, lawful efforts to resist, limit or delay disclosure. Notwithstanding anything to the contrary in this Agreement, if any Privacy Law or other applicable law now or hereafter in effect poses a higher standard of confidentiality to the Confidential Information, such standard shall prevail over the provisions of this Section.

15.04 Exceptions. Nothing in this Section shall prohibit or limit either party's use of information or data (a) that can be demonstrated to have been previously known to it, other than through its relationship with the other party, without a confidentiality restriction on the use of such information, (b) independently developed by it, as established by written evidence, (c) rightfully acquired by it from a third party with full legal right to disclose such information, (d) disclosed without similar restrictions by the party that disclosed such Confidential Information pursuant to this Agreement to a third party, (e) approved for disclosure by the affected party pursuant to this Agreement, or (f) which becomes part of the public domain through no breach of this Agreement.

15.05 Return of Confidential Information. Upon the termination or expiration of this Agreement, or at any time upon the request of the other party, each party shall return all Confidential Information in the possession of such party or in the possession of a third party (over which such party has or may exercise control).

15.06 Injunctive Relief. In the event of any breach of the obligations under this Section, each party acknowledges that the other party would have no adequate remedy at law, since the harm caused by such a breach would not be easily measured and compensated for in damages, and that in addition to such other remedies as may be available to the other party, the other party may obtain injunctive relief including, but not limited to specific performance.

15.07 Publicity. All media releases, public announcements and public disclosures by either party, or their employees or agents, relating to this Agreement or the name of **Client**, any **Client** Affiliate or **Company**, including, without limitation, promotional or marketing material, but not including any announcement intended solely for internal distribution by the releasing party or any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the releasing party, shall be coordinated with and approved by the other party in writing prior to the release thereof.

15.08 Survival. The provisions of this Section shall survive the term or termination of this Agreement for any reason.

16.00 SECURITY

16.01 Definition. **Company** understands that **Client** operates under various laws and federal regulatory agencies that are unique to the security sensitive operations of the Client and its scrutiny by public agencies. As such, persons engaged by **Company** to provide services under this Agreement are held to a higher standard of conduct and scrutiny than in other industries or business enterprises. **Company** understands and acknowledges that its employee(s) (“Employee(s)”) shall possess appropriate character, disposition and honesty conducive to the environment where services are provided under this Agreement. **Company** shall, to the extent permitted by law, exercise reasonable and prudent efforts to comply with the Security provisions of this Agreement.

16.02 Access. **Company** shall not permit an employee(s) to have access to the premises, records or data, or to engage in the conduct of the affairs of **Client** or **Client** Affiliates when such Employee(s): (a) has been convicted of a crime or has agreed to or entered into a pretrial diversion or similar program in connection with a dishonest act or a breach of trust and/or a felony; (b) uses illegal drugs.

16.03 Compliance. Upon written request from **Client**, **Company** shall provide evidence of **Company**'s actions to comply with the above provisions for its employee(s).

16.04 Notification. **Client** shall notify **Company** of any act of dishonesty or breach of trust committed against **Client** or **Client** Affiliates, which may involve a **Company** employee(s), and **Company** shall notify **Client** if it becomes aware of any such offense. Following such notice, at the request of **Client** and to the extent permitted by law, **Company** shall cooperate with investigations conducted by or on behalf of **Client** or **Client** Affiliates. Such cooperation may include access to **Company** employee(s) for personal interviews related to such investigations. In addition, at the request of **Client**, **Company** shall conduct its own investigations into the activities of said employee(s), which may include polygraph examinations when permitted by law and not specifically prohibited by existing collective bargaining (Union) agreements or state statutes, with the results of such investigations and all files and records related thereto being made available to **Client**.

16.05 Internal Controls. **Company** shall cooperate with the internal operating controls and security processes of **Client** and **Client** Affiliates where products and/or services are provided under this Agreement.

17.00 INDEMNIFICATION

17.01 Subject to the provisions of Sections 11 and 21 of this Agreement, **Company** shall indemnify and hold **Client**, its Affiliates, respective employees, officers, directors, and agents harmless from any and all loss, claims, injury, liability, damages, penalties, fines, forfeitures, reasonable attorneys fees and costs, of any kind whatsoever, arising from or in any way connected with (a) any violation of any law or regulation; (b) non-compliance with the terms set forth herein or the breach of any warranty or representation set forth herein; (c) any claims or actions whatsoever brought by any Subcontractor or on behalf of a Subcontractor hired by **Company**; (d) negligent, wrongful acts or misconduct by **Company**, its employees, officers, directors, agents, contractors or Subcontractors, or (e) any claims or actions brought by a third party alleging damage or injury to the property or person arising out of an alleged intentional, negligent or reckless act or omission of **Company** during performance of Services under this Agreement. It is expressly understood that this indemnity shall extend to any and all alleged acts or omissions committed by **Company**, its agents, employees, Subcontractors, or independent contractors, whether such act or omission is alleged to have taken place before or after the execution of this Agreement.

17.02 **Client** shall indemnify, defend and hold harmless **Company** and its respective officers, directors, employees, agents, successors and permitted assigns from any and all claims, lawsuits, fines, penalties, forfeitures, liabilities by a third party for damages, injuries, losses, expenses, including reasonable attorney's fees and costs of any kind whatsoever incurred in the defense, arising out of or related to (a) the negligent, wrongful, reckless or willful acts or misconduct, fraudulent acts, omissions, and/or an infringement of the proprietary rights of any third party, by the employees, Subcontractors or Representatives of **Client** or an **Client** Affiliate which result from the performance under this Agreement; (b) the reliance by **Company** upon false, inaccurate or incorrect information furnished by **Client** so long as **Company** does not actually know the information to be false; and (c) the reliance by **Company** upon the legal right of **Client** to have the work performed which it has directed **Company** to fulfill at the location designated by **Client**. **Company**, provided it has knowledge, shall give **Client** prompt written notice of such claim.

17.03 It is further expressly understood that the indemnity provided by this Section 17 shall survive the termination of this Agreement for the longer of (a) the applicable statute of limitations for such claim or; (b) indefinitely to the extent liability associated with such claim may be subject to indemnification and/or defense pursuant to any insurance policy maintained by **Company** or **Client**. In the event any disputes arise relating to this section, then the parties agree to submit the dispute to arbitration, in accordance with the laws of Ohio, unless both parties agree in writing not to go to arbitration. Such dispute will be brought in the jurisdiction of Ohio.

18.00 DAMAGES

18.01 Certain Recoverable Damages. Damages recoverable under this Agreement shall include, without limitation, costs, expenses, losses and injuries incurred or suffered by: (a) **Client** as a result of an act, omission, breach, breach of warranty, non-performance or misrepresentation of **Company**; or (b) **Client**, on account of claims made against **Client** by an **Client's** Affiliate, or payment of claims made by **Client**, to the extent that such claims or payments result (directly or indirectly) from an act, omission, breach, breach of warranty, non-performance or misrepresentation of **Company**.

18.02 Consequential Damages. Neither **Company** nor **Client** shall be liable for those consequential damages.

19.00 INSURANCE

19.01 Requirements. **Company** shall secure and maintain, at its own expense, the following insurance coverage for its own acts and the acts of its Subcontractors (unless the Subcontractors insurance coverage has sufficient limits to fully meet the insurance requirements herein) throughout the entire term of this Agreement with companies satisfactory and acceptable to **Client**, and shall furnish to **Client** certificates evidencing such insurance prior to commencing work. Said certificates shall contain a provision whereby the policy and/or policies shall not be canceled or altered without at least endeavoring to provide thirty (30) Calendar Days prior written notice to **Client**.

(A) **Worker's Compensation/Employers' Liability.** Worker's Compensation Insurance of **Company** and all Subcontractors which shall fully comply with the statutory requirements of all applicable state and federal laws and Employers' Liability Insurance which limit shall be in accordance with each State(s) statutory requirements for Bodily Injury and Employee/Aggregate for Disease. **Company** and its underwriter shall waive subrogation against **Client** .

(B) **Commercial General Liability.** Commercial General Liability Insurance with a minimum combined single limit of liability of \$5,000,000 per occurrence per location and \$5,000,000 aggregate for bodily injury and/or death and/or property damage and/or personal injury for itself and for the actions of its Subcontractors and said insurance policy shall delete any exclusions for property in the care, custody and control of the insured (CG 00 02 12 04, exclusion "Aj(4)"). This shall include products/completed operations coverage and shall also include Broad Form Contractual specifically covering this Agreement. Errors and Omissions coverage with respect to errors and omissions by **Company** and/or its Subcontractors with minimum combined single limit of liability of \$5,000,000 per occurrence per location and \$5,000,000 aggregate and said insurance policy shall delete any exclusions for: (i) theft from residences, (ii) wrongful entry or eviction or other invasion of private occupancy, or malicious prosecution or other libel, slander or other defamatory or disparaging material or a publication or an utterance in violation of any individual's right to privacy (ALEOC007 (1/94) exclusion K); and (iii) unlawful conversion (ALEOC007 (1/94) exclusion Q). Further, **Client** is to be added as an Additional Insured on this policy with respect to operations covered under this Agreement. **Company** shall comply with the requirements in Exhibit C attached hereto and

made a part hereof to the extent such coverage affords any greater coverage than provided in this Section 19

(C) **Business Automobile Liability.** Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment used by **Company** with a minimum combined single limit of liability of \$1,000,000 for injury and/or death and/or property damage.

20.00 ADMINISTRATION

20.01 Representatives. **Company** shall designate _____ and **Client** shall designate _____ (“Representative(s)”) to act on each respective party’s behalf with regard to matters arising under this Agreement; however, such authority does not include the authority to alter or amend any term, condition, or provision of this Agreement. Thereafter, either party may change their respective Representative by providing the other party prior written notice.

21.00 COMPENSATION/INVOICES/TAXES/PAYMENT

21.01 Compensation. **Client** shall pay **Company** compensation for the Services rendered to **Client** pursuant to this Agreement in the amounts and in accordance with the procedures and time frames set forth in this Section and in Exhibit B, attached and by this reference incorporated hereto.

21.02 Invoices. **Company** will use electronic invoicing to **Client**. Upon request, monthly invoices will be submitted by **Company**, to **Client**’s designated Department. Invoices listing Services that were not requested in writing by **Client** or provided automatically pursuant to a Service Matrix to be drafted and agreed upon by the parties, and will not be paid but will be returned to **Company**. **Client** shall pay **Company** within thirty (30) days of **Client** ’s receipt of an invoice with a fully detailed description of the services performed and completed by **Company**. **Client** shall have no financial responsibility to make payment for Services not billed by **Company** within sixty (60) days of the day said service is performed, unless notified by **Company** of a billing delay, such delay not to exceed an additional thirty (30) days.

If **Client** enters into a loan sale agreement, transfer of servicing or subservicing agreement with another entity, **Client** shall provide a minimum of fourteen (14) calendar days notice to **Company** **prior to the last date Client will accept invoices for those loans.** **Client** may request earlier invoicing of Services but in all cases **Company** will have a minimum of fourteen (14) days to submit invoices **Client** for Services performed pursuant to this Agreement.

- 21.03** In the event that **Client** in good faith disputes all or any portion of any invoice that **Company** submits to **Client**, **Client** will notify **Company** in writing, within thirty (30) days of **Client**'s conveyance date as documented in **Client**'s servicing system, and will specify in such notice the amount that **Client** so disputes and its reason for disputing such amount. **Client** also will pay that portion (in any) of any such invoice that it does not dispute and will do so within thirty (30) days after **Client** receives such invoice. **Client**'s not paying that portion (if any) of any invoice that it disputes in good faith for such thirty (30) day period will not be deemed to be a breach of this Agreement by **Client**. Further, if **Client** has provided notice of dispute pursuant to this paragraph, **Client** is under no obligation to pay any amount in dispute as may be presented on a **Company** bill until the dispute is resolved. Upon notification by **Client** that it disputes all or a portion on a **Company** bill, **Company** may respond to **Client** in writing. If the issue is not then resolved, the matter will be further negotiated by management of **Company** and **Client**. Thereafter, if the matter is not resolved, the parties fully reserve all their legal rights against one another.
- 21.04 Itemized Invoices.** Unless otherwise specified, invoices shall include and list all applicable taxes as a separate item. **Client** shall pay **Company** for all Services and applicable taxes invoiced in accordance with the terms of this Agreement.
- 21.05 Taxes.** **Client** will reimburse **Company** for all sales, use or excise taxes levied on amounts payable by **Client** to **Company** pursuant to this Agreement, provided that **Client** shall not be responsible for remittance of such taxes to applicable tax authorities. **Client** shall not be responsible for any ad valorem, income, franchise, privilege, value added or occupational taxes of **Company**. **Company** shall cooperate with **Client**'s efforts to identify taxable and nontaxable portions of amounts payable pursuant to this Agreement (including segregation of such portions on invoices) and to obtain refunds of taxes paid, where appropriate.
- 21.06 Completion of Work.** **Client**'s payments, if any, for Services prior to the completion of such Services shall not diminish **Company**'s obligations hereunder and shall not constitute a waiver of **Client**'s rights or remedies hereunder.
- 21.07** **Company** shall promptly refund to **Client** any payments made to **Company** by **Client** to which **Company** is not entitled. In addition to such refund, when such payments were held by **Company** for more than thirty (30) Calendar Days, **Company** shall pay **Client** interest on such payments based on the current prime

rate charged by major financial institutions. Payments by **Company** to **Client** pursuant to Section 22 of this Agreement will not include interest.

22.00 REVIEW AND RETENTION OF RECORDS/AUDIT

22.01 Retention of Records. For a period of not less than seven (7) years after the date the data, files or records are created, **Company** shall maintain at no additional cost to **Client** , in a reasonably accessible location, all material data, files and records pertaining to its performance under this Agreement and to charges and costs paid or payable by **Client** under this Agreement.

22.02 Audit. Throughout the term of this Agreement and for seven (7) years thereafter, all of the **Company**'s data, files and records referenced above may be inspected, audited and copied by **Client** , its duly authorized agents, representatives or employees or by federal or state agencies having jurisdiction over **Client** or an **Client** Affiliate, at such reasonable times as **Client** may determine.

23.00 TERMINATION

23.01 Termination Upon Default. In addition to any other remedies available to either party in law or equity or under this Agreement, upon the occurrence of a Termination Event (as defined below) with respect to either party, the other party may terminate this Agreement by providing thirty (30) days written notice of its intent to terminate.

23.02 Termination Event. A Termination Event shall be deemed to have occurred if either party: (a) shall commit a material breach of its obligations under this Agreement, and the breach shall remain uncured for a period of thirty (30) Calendar Days after written notice of the breach is provided to the other party; (b) shall become insolvent, or generally unable to pay its debts as they become due, or shall become the subject of a bankruptcy, conservatorship, receivership or similar proceeding, or shall make a general assignment for the benefit of its creditors; (c) shall commit a fraudulent act against the other party; (d) shall fail to comply with any material law, statute, rule or regulation applicable to such party; (e) in the case of **Client**, shall either (i) transfer all, or substantially all, of its assets; (ii) enter into a total outsourcing or other contractual relationship with a third party that eliminates **Client**'s ability to select and retain a vendor for property inspection and property preservation service, or (f) in the case of **Company**, shall either (i) merge with another entity, (ii) suffer a transfer involving fifty percent (50%) or more of any class of its voting securities, or (iii) transfer all, or substantially all, of its assets.

24.00 ROUTINE COMMUNICATIONS

24.01 All routine communications relating to the day-to-day Services, excluding telephone requests for Services, shall be in writing and delivered by United States mail, or other acceptable carrier, postage prepaid or by facsimile or electronic mail, to the numbers or to the applicable addresses, including email addresses, numbers and parties as named from time to time during the term of this Agreement.

25.00 NOTICES

25.01 All material notices or other communications or notices required under this Agreement shall be given to the parties in writing as follows: (a) by registered or certified United States mail, return receipt requested and postage prepaid to the applicable addresses below, or to such other addresses as the parties may substitute by written notice in the manner prescribed in this Section; (b) by hand delivery, including courier service delivery, to such addresses; or (c) by facsimile machine transmission, to the numbers provided below:

If to **Client** :

If to **Company**:

25.02 Receipt. Such notices shall be deemed to have been duly given either three (3) Calendar Days after the date of mailing as described above, or one (1) Calendar Day after being given to an express courier.

26.00 ASSIGNMENT

26.01 Assignment. Neither party may assign this Agreement or any of the rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, however, **Client** may assign any of its rights and obligations under this Agreement to a **Client** Affiliate, the surviving corporation with or into which **Client** may merge or consolidate, or an entity to which **Client** transfers all, or substantially all, of its business and assets and **Company** may assign any of **Company**'s rights and obligations under this Agreement to a **Company** subsidiary.

26.02 Third Party Beneficiaries. Subject to this Section, 27.02, this Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns. Except as specifically set forth in this Agreement, the parties do not intend the benefits of this Agreement to inure to any third party, and

nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such third party, against either of the parties hereto.

27.00 ARBITRATION

27.01 Binding Arbitration. Any controversy or claim between or among the parties hereto shall be determined by binding arbitration in accordance with the Federal Arbitration Act (or if not applicable, the applicable state law), the Rules of Practice and Procedure for the Arbitration of Commercial Disputes of the American Arbitration Association (“AAA”).

27.02 Judgments. Judgment upon any arbitration award may be entered in any court having jurisdiction. Any party to this Agreement may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim to which this Agreement applies in any court having jurisdiction over such action in the Governing State set forth herein.

27.03 Procedures. Upon receipt of demand for arbitration from either **Client** or **Company**, AAA as applicable shall use its best efforts to appoint an arbitrator and notify **Client** and **Company** of such appointment within fifteen (15) Calendar Days and further to commence arbitration within ninety (90) Calendar Days. Any **Client** or **Company** demand for arbitration shall include detail sufficient to establish the nature of the dispute and shall be delivered to the other party concurrent with delivery to AAA.

27.04 Other Remedies. Nothing in this Section shall limit the right of either **Company** or **Client** to obtain from a court provisional or ancillary remedies such as, but not limited to, injunctive relief, or the appointment of a receiver, before, during or after the pendency of any arbitration proceeding brought pursuant to this Agreement.

28.00 APPLICABLE LAW

28.01 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio (“Governing State”). Each party hereby submits to the jurisdiction of such courts, and waives any objection to venue with respect to actions brought in such courts in the Governing State.

29.00 MISCELLANEOUS

29.01 Correspondence. Where notice, approval or similar action by either party is permitted or required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

- 29.02 Complete Agreement.** This Agreement, including EXHIBITS and all materials attached hereto or referenced herein, constitute the entire agreement of **Client** and **Company** with respect to the subject matter of this Agreement and any agreement(s) between **Company** and **Client** or any **Client** Affiliate with respect to the subject matter is hereby superseded and shall hereafter have no force or effect. Other than those remedies specifically disclaimed in this Agreement, all remedies set forth in this Agreement shall be in addition to all other remedies available under this Agreement or at law or in equity.
- 29.03 Modification, Amendments, Waivers.** No modification of this Agreement will be effective unless it is in writing and such writing is signed by authorized representatives of the parties. No waiver of any right or remedy under this Agreement will be effective unless it is in writing and such writing is signed by an authorized representative of the party to be charged therewith.
- 29.04 Caption References and Headings.** All section headings in this Agreement are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.
- 29.05 Severability.** If any provision of this Agreement shall be held invalid for any reason, then such provision shall be severed from the remaining provisions of this Agreement and shall not affect the validity or enforceability of the other provisions of this Agreement, unless the invalidity of any such provision deprives any party of the economic benefit intended to be conferred by this Agreement.
- 29.06 Waiver.** Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision, and any failure to enforce strict performance of any provision of this Agreement shall not be construed as a waiver or relinquishment to enforce strict performance in respect to such provision on any future occasion.
- 29.07 Construction.** Notwithstanding the general rules of construction, both **Client** and **Company** acknowledge that both parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement, and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.
- 29.08 Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original.

EXECUTED this ____ day of _____, 2009.

CLIENT: _____ County Land
Reutilization Corporation

COMPANY: _____

BY: _____

BY: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: President

TITLE: President _____

For more information regarding the negotiation and content of this Agreement, the following persons may be contacted:

FOR Client : _____
Telephone: _____

FOR COMPANY: _____
Telephone: _____