

**Servicer Participation Agreement between
Nevada Affordable Housing Assistance Corporation
And**

This Servicer Participation Agreement (this “Agreement”) is entered into as of _____, 20 (the “Effective Date”), by and between Nevada Affordable Housing Assistance Corporation, a Nevada nonprofit corporation (“NAHAC” or “Eligible Entity”), and _____, a _____ (“Servicer”). Eligible Entity and Servicer are each referred to herein as a “Party” and are collectively referred to herein as the “Parties.” NAHAC and Servicer agree on the following terms and conditions for their joint participation in one or more programs (the “Program(s)”) that use monies from the Homeowner Assistance Fund (“HAF”) initiative:

1. **Eligibility.** Eligible Entity is solely responsible for selecting and determining the eligibility of homeowners to participate in each of the Programs in Eligible Entity’s sole discretion. Without limiting the generality of the foregoing, Servicer will not be involved in selecting or determining the eligibility of homeowners to participate in any of the Programs but may, with prior written authorization from Eligible Entity, refer homeowners to Eligible Entity for Program consideration.
2. **Contacts.** Without limiting the requirements of Section 20 regarding Notices, each Party shall designate one or more staff members as points of contact for the other Party regarding the Programs and any other HAF matters and provide phone and e-mail contact information for each such staff member. Each such staff member must be reasonably familiar with the federal Making Home Affordable programs and the Program(s) in which Servicer has agreed to participate.
3. **Foreclosure Hold.** Upon receiving written notification from Eligible Entity that a homeowner has been conditionally approved for one or more Programs, Servicer will accept or object to the homeowner’s participation in the applicable Program(s) in the manner outlined in the Common Data File (“CDF”), a sample of which is available from Eligible Entity upon written request by Servicer. Upon Servicer’s acceptance of the homeowner’s participation in the applicable Program(s) (each such homeowner being referred to herein as a “Participating Homeowner”), Servicer shall not initiate a foreclosure process with respect to such Participating Homeowner or, if Servicer has already initiated a foreclosure process with respect to such Participating Homeowner prior to giving such acceptance, cause a foreclosure sale to occur for at least forty-five (45) days from the date of such acceptance, with any extensions by mutual consent of Eligible Entity and Servicer, as allowed by investor guidelines. If a Participating Homeowner is brought current under its loan(s) with Servicer through Program assistance or any other means, Servicer shall promptly dismiss any pending foreclosure civil action, rescind any pending notice of breach and election to sell and any pending notice of sale, and cancel any pending foreclosure sale, each of the foregoing as applicable with respect to such Participating Homeowner.
4. **NPI.** All communications between Eligible Entity and Servicer that include any homeowner’s Nonpublic Personal Information (as defined below) shall be made through encrypted email, secure loan port, or other similar secure electronic delivery system. In accordance with all applicable privacy, telemarketing, and information security laws, regulations, and guidelines, each Party will, at its sole cost and expense, maintain and implement reasonable measures designed to (a) ensure the security and confidentiality of any NPI it receives from the other Party, including, without

limitation, appointing a manager or group to coordinate compliance with the confidentiality obligations herein; (b) protect against any anticipated threats or hazards to the security or integrity of any such NPI, including, without limitation, implementing necessary screening and/or background checks for individuals that may access or use the NPI as permitted by this Agreement; (c) protect against unauthorized access to or use of such NPI that could result in substantial harm or inconvenience to the subject of such NPI; (d) ensure the proper disposal of all NPI received from the other Party upon the termination of this Agreement for any reason, unless the information is required to be retained for legal or regulatory record retention purposes; (e) treat such NPI with at least the same degree of care that such Party uses to protect its own confidential and proprietary information of a similar nature but with no less than a reasonable degree of care; and (f) implement or use appropriate technological safeguards that comply with the Gramm-Leach-Bliley Act as well as any generally recognized industry standards. For the purposes of this Agreement, the terms "Nonpublic Personal Information" and "NPI" shall each mean any information received from or provided by the other Party that pertains to or identifies an individual, such as a name, postal address, email or IP address, facsimile or phone number, mother's maiden name, social security or identification number, transactional, employment, or financial data, medical or health records, personal, gender, political affiliation, profile, account, and password information.

5. **Vendor.** If Eligible Entity has retained one or more third-party vendors (each, a "Vendor") to submit, or develop an automated process for submitting, homeowners to Servicer for loan workout consideration or for any other purpose relating to the implementation of a Program, Servicer will not be responsible for paying any such Vendor for any such submission or any development or use of any such automated process. Notwithstanding anything to the contrary in the foregoing sentence, if Eligible Entity desires to retain a Vendor to develop an automated process for the purpose of specifically accommodating any submission by Servicer because the Servicer utilizes an automated process different from, and incompatible with, the automated process utilized by the Eligible Entity on the Effective Date, the Parties agree to negotiate in good faith regarding the payment of any Vendor costs associated with developing and using such new automated process.
6. **Program Term Sheets.** The Parties will conduct the Programs and workout options in accordance with all applicable laws, rules, regulations, and guidelines as well as the descriptions and requirements set forth in the term sheet(s) attached hereto as Exhibit A and incorporated by reference herein (the "Term Sheet(s)"). Servicer must obtain all applicable investor and mortgage insurer approvals and provide evidence of such approvals to Eligible Entity prior to receiving HAF monies from Eligible Entity for any mortgage loan made by Servicer. Subject to all applicable laws and regulations, Servicer may object to a particular homeowner participating in any Program. Eligible Entity may amend the Term Sheet(s) from time to time in its sole discretion. Eligible Entity will notify Servicer of amendments to the Term Sheet(s) in writing through the issuance of bulletins or other written correspondence.
7. **Late Charges.** For any Participating Homeowner, Servicer will waive all late charges, non-sufficient funds ("NSF") fees, and all other comparable charges and fees arising under a Participating Homeowner's loan with Servicer. All advances and third-party costs, including foreclosure or bankruptcy costs, arising under a Participating Homeowner's loan with Servicer are payable by Participating Homeowner, Eligible Entity or investor, subject to applicable laws, regulations and restrictions, Operational Term Sheet(s), and the terms and conditions of this Agreement.
8. **Participation; Termination.** Participation by Servicer in all the Programs is voluntary. Servicer must designate in this Agreement the Program(s) in which it will initially participate. Servicer may elect to change its participation in any Program with written notification to Eligible Entity, provided, however, that any such election will not become effective unless and until approved in writing by Eligible Entity. Either Party may terminate this Agreement for any or no reason upon giving thirty (30) days prior written notice of termination to the other Party. Either Party may immediately

terminate this Agreement in the event of a material breach hereof by the other Party upon giving written notice of termination to the other Party.

- 9. Third-Party Authorizations.** Servicer, at its discretion, or Eligible Entity and its third-party partners (e.g., non-profit counselors) that work with interested homeowners regarding a Program must secure signed written authorization from each homeowner (in a form to be mutually approved by the Parties) to share information by and among Eligible Entity, Servicer and such third-party partners (if any). The Eligible Entity, or its designated third-party partner (if any), will perform the file intake and underwriting for such homeowner with respect to a Program . Each Party that secures such authorization shall provide the other Party with a copy of the signed authorization. Each Party is responsible for the accuracy and completeness of each written authorization it secures.
- 10. PITI Only.** With respect to the UMA (as defined below in Section 15), HAF monies may only be applied toward principal, interest, taxes, and insurance (“PITI”) and any escrowed homeowner’s association (“HOA”) dues or assessments (together with PITI, “PITIA”). With respect to the MRAP (as defined below in Section 15), HAF monies may also be applied to corporate advances such as attorney’s fees, property inspection fees, escrow amounts for property taxes and/or homeowner’s insurance and other fees and expenses if any such amounts are deemed by Servicer to be advances on behalf of the applicable Participating Homeowner. If requested by Eligible Entity, Servicer shall promptly provide a detailed invoice to Eligible Entity showing how any HAF monies are specifically applied to a Participating Homeowner’s account. If it is determined that a Participating Homeowner satisfied any outstanding fees, costs, or shortages without the use of HAF monies, Servicer shall apply any HAF monies received from Eligible Entity under this Section as either an escrow overage or principal reduction to the Participating Homeowner’s benefit in accordance with applicable guidelines. Servicer will not apply HAF funds to HOA payments unless HOA payments have been escrowed and are included in the Participating Homeowner’s monthly PITIA payment. Servicer should refer to current, applicable Operational Term Sheet(s) for complete guidelines.
- 11. Escrows.** With respect to the UMA, neither Party will require non-escrowed homeowner loans to become escrowed homeowner loans. During any period of unemployment assistance for a Participating Homeowner, the Participating Homeowner will be solely responsible for paying non-escrowed property-related expenses (e.g., property taxes and insurance).
- 12. Timely Payment.** Eligible Entity will use reasonable efforts to timely distribute all of the required HAF monies to Servicer. Funds will be distributed to Servicer as outlined in Exhibit B attached hereto and incorporated by reference herein and the CDF. Servicer is responsible for ensuring HAF monies are promptly applied to the applicable Participating Homeowner’s account. Servicer shall indemnify and hold the Participating Homeowner and Eligible Entity harmless in the event Servicer receives HAF monies in a timely manner from Eligible Entity but fails to promptly apply such funds to the Participating Homeowner’s account with Servicer in accordance with this Agreement. Eligible Entity and Servicer will provide appropriate reports, as outlined in the CDF, to document the application of HAF monies. With respect to the UMA, Servicer shall notify Eligible Entity in writing of any change in such payment at least thirty (30) calendar days prior to the effective date of such change, unless otherwise agreed to by both Parties. Where possible, Eligible Entity will provide written notice to Servicer at least thirty (30) calendar days before Eligible Entity will cease making payments with respect to a Participating Homeowner in order to allow Servicer time to evaluate other loss mitigation options for such Participating Homeowner.
- 13. Determining Eligibility.** Eligible Entity shall be responsible for determining the initial and continuing eligibility of homeowners to participate in any of the Programs (which efforts might include, without limitation, obtaining a Dodd-Frank Certification from each homeowner). Servicer will have no obligation to repay amounts applied to a Participating Homeowner’s account with

Servicer if that Participating Homeowner is later determined to have been ineligible to receive HAF monies or otherwise participate in any of the Programs. Servicer shall notify Eligible Entity of any information obtained by Servicer regarding a Participating Homeowner, or any action(s) by a Participating Homeowner, that are reasonably likely to materially affect such Participating Homeowner's eligibility to participate in any of the Programs, including, without limitation, fraud-related activities or if Servicer has evidence that the Participating Homeowner's property is not currently occupied by the homeowner, within thirty (30) days of obtaining such information.

14. Overage Policy. If Eligible Entity overfunds a transaction, Servicer will follow the Overage Matrix distributed by the United State Department of the Treasury. It is the responsibility of Eligible Entity to request updates to the Overage Matrix if an overage policy change is required.

15. Servicer Program Participation: Servicer initially desires to participate in the following Program(s):

_____ Unemployment Mortgage Assistance Program ("UMA")

_____ Mortgage Reinstatement Assistance Program ("MRAP")

Notwithstanding Servicer's participation in one or more Programs, nothing herein shall be deemed to limit Servicer's ability to participate in homeowner and investor-specific workout programs that do not utilize HAF monies.

16. Further Assurances; Subsequent Agreements. Each of the Parties shall execute and deliver such additional agreements, documents, and instruments, and take such further actions, as may be reasonably required to carry out the provisions of this Agreement and any Program(s) in which Servicer participates and to give effect to the transactions contemplated hereby and thereby. Without limiting the generality of the foregoing, Servicer and Eligible Entity acknowledge and agree that one or more written agreements between them in addition to this Agreement may be reasonably necessary in order for them to implement the Program(s) efficiently and effectively. The Parties will work cooperatively and in good faith to negotiate and execute any such additional agreement(s).

17. Assignment. This Agreement may not be assigned in whole or in part, directly or indirectly, by either Party except with the prior written consent of the other Party, which consent shall not be unreasonably withheld.

18. Successors and Assigns. This Agreement is binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

19. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

20. Notices. All notices, requests, consents, demands, waivers and other communications required or desired to be given under this Agreement by one Party to the other Party (each, a "Notice") shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), (b) on the first business day (as defined below) that delivery is attempted or upon receipt, whichever comes first, if delivered by U.S. certified or registered mail, postage prepaid, return receipt requested, or nationally recognized overnight courier (with tracking confirmation), and (c) on the date sent by facsimile (with confirmation of

transmission) if sent before 2 p.m. Pacific time on a business day and on the next business day if sent at any other time. Any Notice must be given to the other Party using the following contact information for the other Party (or using such other contact information for the other Party as shall be specified in a Notice given by the other Party in accordance with this Section).

Eligible Entity

Nevada Affordable Housing Assistance Corporation
Attention: Verise V. Campbell
P.O. Box 15142
Las Vegas, NV 89114
Facsimile: (888) 502-2267

Servicer

Attention: _____

Facsimile: _____

- 21. Business Day.** As used in this Agreement, “business day” shall mean any day other than a Saturday, Sunday, or other day on which banks in the State of Nevada are authorized or required to close.
- 22. Governing Law; Exclusive Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction). Each Party hereby irrevocably submits in any legal suit, action, or proceeding arising out of or relating to this Agreement, the Programs, or any of the transactions contemplated hereby or thereby to the exclusive jurisdiction of any state or federal court of competent jurisdiction sitting in Clark County, Nevada, and irrevocably waives any objection that such Party may now or hereafter have to the venue of such action, suit, or proceeding in any such court or that such action, suit, or proceeding was brought in an inconvenient forum.
- 23. Entire Agreement.** This Agreement, including all exhibits hereto, constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- 24. Severability.** If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not invalidate or render illegal or unenforceable any other term or provision of this Agreement. Upon a determination that any term or provision of this Agreement is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to amend this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner so that the transactions contemplated hereby can be consummated as originally contemplated to the greatest extent possible.
- 25. Amendment; Waiver.** This Agreement may not be amended, and no portion hereof may be waived, except in a writing signed by each of the Parties.

26. Captions. The captions appearing at the start of each Section of this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement.

27. Relationship of the Parties. Nothing herein shall be construed to create a joint venture, partnership, or employee/employer relationship between the Parties. Neither Party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.

28. No Presumption Against Drafter. Each of the Parties confirms that it has reviewed and negotiated this Agreement with counsel of its own choosing. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument.

29. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same agreement. A signed counterpart of this Agreement delivered by facsimile or e-mail shall be deemed to have the same legal effect as delivery of an original signed counterpart of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Eligible Entity and Servicer have executed this Servicer Participation Agreement as of the Effective Date.

Eligible Entity

Nevada Affordable Housing Assistance Corporation, a Nevada nonprofit corporation

By: _____
Name: Verise V. Campbell
Title: Chief Executive Officer/ Chief Operating Officer

Servicer

_____,
a _____

By: _____
Name: _____
Title: _____

DRAFT

Exhibit A

Program Term Sheets

[See attached document(s)]

DRAFT

Exhibit B

Additional Program Funding Information

Wire/ACH Requests:

Each request by Servicer for HAF funding wire/ACH will be processed by NAHAC's Processing and Eligibility Center ("PEC"). Each Servicer request must be accompanied by the following documentation:

- ❖ **Servicer must complete** the CDF entries and submit the required information to the PEC via a secured file transfer protocol site to request Program benefit assistance.

Upon receipt of all required documentation, PEC will complete and submit Servicer's Request for NAHAC Funding Form, which will include:

- Participating Homeowner (i.e., Borrower) funding summary
 - Servicer loan number
 - Participating Homeowner name, address and phone number
- Program participation description (e.g., what Program(s), how much requested per Program, confirmation that \$100,000 total benefit cap not exceeded).

PEC must receive all required documentation from both the applicable Participating Homeowner and Servicer in order to enable PEC to make an informed decision regarding PEC's approval or denial of the Servicer's HAF funding request.

Return of Unapplied Program Funds:

In the event that Servicer does not apply any Program funds previously received from NAHAC with respect to a Participating Homeowner toward such Participating Homeowner's account with Servicer, Servicer shall promptly notify NAHAC in writing of such unapplied funds. NAHAC reserves the right to require that Servicer return all such funds to NAHAC and may exercise that right by giving written notice of such exercise to Servicer. NAHAC will include return wire/ACH instructions in such written notice to Servicer. Servicer will have 10 business days from NAHAC giving such notice to return all such funds to NAHAC. If all such funds are not returned to NAHAC in the foregoing specified time period, NAHAC reserves the right to terminate this Agreement and pursue any and all remedies available to NAHAC at law, in equity, and/or under the Agreement.

Program Funding Timing:

NAHAC's Program fundings are scheduled weekly. NAHAC will issue a clear to fund notification to Servicer by 5 p.m. Pacific time on a Thursday if HAF funds will be transmitted to Servicer by the Friday of the following week. Fundings will be remitted by NAHAC only after its receipt, reconciliation, and approval of Servicer's required supporting documentation. Approved Program fundings will be disbursed by no later than Friday at 2:30 p.m. Pacific time (or, if such Friday is not a Business Day, the immediately following Business Day by no later than 2:30 p.m. Pacific time). Wires/ACHs will be sent by PEC no later than 30 days from NAHAC's receipt of Servicer's request for NAHAC funding and all required documentation. *NAHAC recommends that Servicer establish a unique and separate account for incoming HAF wires/ACHs.*

This Exhibit is hereby accepted and agreed to by Servicer as of the Effective Date.

Servicer

a _____

By: _____

Name: _____

Title: _____

DRAFT