

**FIRST AMENDMENT  
TO CONTRACT NUMBER 028-2022**

THIS FIRST AMENDMENT (“Amendment”) to CONTRACT NUMBER 028-2022 is entered into and effective as of October 1, 2024, (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and LAKEVIEW LOAN SERVICING, LLC (“Service Provider”).

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 028-2022, dated September 19, 2022, (“Contract”) wherein Service Provider agreed to provide or perform Homebuyer Loan Program servicing pursuant to RFQ 2022-04. As used herein, “Contract” shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract was for two years, beginning October 1, 2022, and ending September 30, 2024.
- C. Section 6.01 of the Contract provides that the Contract may be renewed for one, three-year term.
- D. Florida Housing and Service Provider wish to renew the Contract for the three-year renewal term, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.

B. Renewal. The Contract is hereby renewed for the three-year renewal term, beginning October 1, 2024, and ending September 30, 2027. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

C. Amendments. The Contract is amended as follows:

2. Section 7.24, Contracting with Entities of Foreign Countries of Concern Prohibited, is hereby created and added to Article VII, Miscellaneous Provisions:

SECTION 7.24 CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

The Servicer attests, under penalty of perjury, that it does not meet any of the criteria in Section 287.138(2)(a) – (c), Fla. Stat.

D. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Contract Number 028-2022, by a duly authorized representative, effective as of the Effective Date.

LAKEVIEW LOAN SERVICING, LLC.

By: 

Name/Title: John E. Gventher / Senior Vice President

Date: 7/12/24

FEIN: 27-4023565

FLORIDA HOUSING FINANCE CORPORATION

By: 

Name/Title: Angeliki G. Sellers, CFO

Date: Jul 31, 2024

**SERVICING AND SALE AGREEMENT**

**FLORIDA HOUSING FINANCE CORPORATION**

**AND**

**LAKEVIEW LOAN SERVICING, LLC**

**Dated as of September 19, 2022**

## TABLE OF CONTENTS

### PAGE

ARTICLE I	GENERAL PROVISIONS .....	1
Section 1.01	Incorporation of Recitals .....	1
Section 1.02	Definitions .....	2
Section 1.03	Servicer's Representations and Warranties .....	6
Section 1.04	Servicer's Covenants .....	6
Section 1.05	The Corporation's Representations and Warranties .....	7
Section 1.06	The Corporation's Obligation to Fund a Gift or Grant.....	8
ARTICLE II	THE SERVICER .....	8
Section 2.01	Overall Responsibility .....	8
Section 2.02	Limitation on Liability of Directors, Officers, Employees and Agents of Servicer.....	9
Section 2.03	Indemnification of the Corporation .....	9
Section 2.04	Servicer's Duties and Responsibilities .....	9
Section 2.05	Lender Management .....	10
Section 2.06	Review and Purchase of Mortgage Loans .....	10
Section 2.07	Servicing Standards .....	11
Section 2.08	Escrow Account.....	11
Section 2.09	Servicer Compensation .....	11
Section 2.10	Servicer May Pledge Collateral .....	12
Section 2.11	Assumption Restrictions.....	12
Section 2.12	Joinder in Legal Proceedings.....	12
Section 2.13	Assignment of Servicing Obligations.....	12
Section 2.14	Emergency Management/Disaster Recovery Plan.....	13
Section 2.15	Subordinate Loan Servicing .....	13
ARTICLE III	MORTGAGE POOLING .....	16
Section 3.01	Notice of Mortgage Loan Balances .....	16
Section 3.02	Purchase of Mortgage Loans from Lenders; Pooling and Sale of MBS Certificates .....	16
ARTICLE IV	ADDITIONAL SALE AND DELIVERY PROVISIONS .....	17
Section 4.01	Establishment of Loan Rates .....	17
Section 4.02	Purchase of Mortgage Loans by Servicer .....	18
Section 4.03	MBS Direct Sale Pricing .....	18
ARTICLE V	REPORTING.....	18
Section 5.01	Notices and Reports to the Corporation.....	18
Section 5.02	Reports to Trustee.....	19
ARTICLE VI	TERM AND TERMINATION.....	19
Section 6.01	Term of Servicing Agreement .....	19
Section 6.02	The Corporation's Right to Terminate With Cause; Remedies.....	19
Section 6.03	Servicer's Right to Terminate Without Cause.....	20

Section 6.04	The Corporation’s Right to Terminate Without Cause.....	20
Section 6.05	Effect of Termination .....	20
Section 6.06	Merger.....	21
Section 6.07	No Remedy Exclusive .....	21
Section 6.08	Transfer of Duties .....	21
ARTICLE VII	MISCELLANEOUS PROVISIONS .....	22
Section 7.01	Books and Records .....	22
Section 7.02	Servicer’s Access to Nonpublic Personal Information; Privacy Commitment .....	22
Section 7.03	Amendments, Changes and Modifications .....	22
Section 7.04	Governing Law .....	22
Section 7.05	Notice.....	23
Section 7.06	Severability .....	23
Section 7.07	Further Assurances and Corrective Instruments.....	23
Section 7.08	No Rights Conferred on Others .....	23
Section 7.09	Members and Officers Not Liable .....	23
Section 7.10	[Reserved.].....	24
Section 7.11	Counterparts.....	24
Section 7.12	Force Majeure.....	24
Section 7.13	Waiver.....	24
Section 7.14	Attorneys Fees and Costs.....	24
Section 7.15	Confidentiality of Data .....	24
Section 7.16	Successors and Assigns .....	25
Section 7.17	Survival.....	25
Section 7.18	Entire Servicing Agreement .....	25
Section 7.19	Public Records .....	25
Section 7.20	Conflict of Interest.....	26
Section 7.21	E-Verify .....	28
Section 7.22	Furnishing of Offering Materials.....	28
Section 7.23	No Exclusive Agreement.....	28
SCHEDULE A	One-Time Servicer Fees and Service Release Premium Grid (Government and Conventional)	
EXHIBIT 1	Privacy Commitment	

## SERVICING AND SALE AGREEMENT

**THIS SERVICING AND SALE AGREEMENT** (this “Agreement”) is entered into as of September 19, 2022, and is effective as of October 1, 2022 (the “Effective Date”) by and between Lakeview Loan Servicing, LLC, a Delaware limited liability company (the “Servicer”), and Florida Housing Finance Corporation (the “Corporation”), a public corporation and a public body corporate and politic existing under the laws of the State of Florida, with its headquarters located at 227 North Bronough Street, Suite 5000, Tallahassee, FL 32301.

### RECITALS

**WHEREAS**, the Corporation’s public purposes include the provision of adequate, safe and sanitary housing for qualified borrowers;

**WHEREAS**, the Corporation has heretofore implemented one or more single family loan programs, utilizing bond and/or non-bond financing sources, and may implement additional lending programs from time to time, in each case to assist qualified borrowers in financing the costs of acquiring and owning adequate, safe and sanitary housing (and as further defined under Section 1.02 hereof, each a “Program” and collectively the “Programs”);

**WHEREAS**, the Corporation may fund its Programs through the purchase or sale of, or funding through issuance of bonds backed by, MBS Certificates (as defined below) (backed by Mortgage Loans, as defined below) issued on behalf of and guaranteed as to timely payment of principal and interest by the Government National Mortgage Association (“GNMA”) or issued by and guaranteed as to timely payment of principal and interest by the Federal Home Loan Mortgage Corporation (“Freddie Mac”) or Federal National Mortgage Association (“Fannie Mae”); and

**WHEREAS**, in order to carry out its Programs, the Corporation is in need of a servicer that will (i) purchase and service closed Mortgage Loans originated by participating Lenders under the terms of the Loan Correspondent Purchase and Sale Agreements and the Master Mortgage Purchase Agreements (each as defined below), (ii) pool such Mortgage Loans into MBS Certificates, (iii) sell the MBS Certificates through MBS Market Sales or to the Corporation (or a custodian or trustee on its behalf), as applicable, (iv) service Subordinate Loans (as defined below) originated by participating Lenders under the terms of the Master Mortgage Purchase Agreements, and (v) provide such other services in support of the Programs as set forth herein.

**NOW, THEREFORE**, in consideration of the representations, warranties and mutual terms and conditions herein contained, and for good and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Servicer and the Corporation agree as follows:

### ARTICLE I

#### GENERAL PROVISIONS

##### SECTION 1.01 INCORPORATION OF RECITALS

The recitals set forth above are incorporated into this Agreement as expressed terms and conditions.

## **SECTION 1.02      DEFINITIONS**

Unless otherwise indicated, all words and terms defined in this Agreement, as in effect on the date hereof, are used herein as so defined. In addition, the following terms have the meaning set forth below:

- (a) “Applicable Requirements” has the meaning set forth in Section 2.04 of this Agreement.
- (b) “Bond” means any bond the Corporation authorizes and issues under an Indenture.
- (c) “Bondholder” means the registered owner of a Bond.
- (d) “Business Day” means any day on which the Federal Reserve Bank of New York and the government securities markets are open for business.
- (e) “Cash Window Delivery” means the delivery and sale of a whole mortgage loan to Fannie Mae at its “cash window” in exchange for cash.
- (f) “Code” means the Internal Revenue Code of 1986 or, if applicable, of 1954, and any regulations issued thereunder.
- (g) “Commitment Authority” means a contractual agreement between GNMA and the Servicer for the issuance of GNMA securities.
- (h) “Compliance Administrator” means a third party contracted by the Corporation to, on behalf of the Corporation, (i) provide a loan reservation system to Lenders; (ii) review Mortgage Loans for compliance with the Corporation’s mortgage revenue bond programs, mortgage credit certificate programs or similar programs for the financing of purchases of MBS Certificates, if applicable, and inform the Servicer of its approval or disapproval; (iii) specify Loan Rates through daily delivery of a data file to the Servicer with all of the data via the FTP site established by the parties; and (iv) other duties as specified in the contract between the Corporation and the Compliance Administrator.
- (i) “Conventional Mortgage Loan” or “Conventional” means a Mortgage Loan originated pursuant to Fannie Mae or Freddie Mac underwriting requirements on Fannie Mae or Freddie Mac uniform loan documents.
- (j) “Corporation” means Florida Housing Finance Corporation.
- (k) “Custodian” means a neutral third party financial institution, which facilitates the purchase of an MBS Certificate, but does not have a financial interest in, on behalf of the Issuer, under this Servicing Agreement.
- (l) “Debtor Relief Laws” means the U.S. Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States from time to time in effect and affecting the rights of creditors generally.
- (m) “FHA” means the Federal Housing Administration of the U.S. Department of Housing and Urban Development, or other successor to its functions.



(n) “FHA-Insured” means Mortgage Loans with FHA mortgage insurance issued under one of the following FHA Insurance programs pursuant to the National Housing Act:

- (1) Section 203(b), Home Unsubsidized (including 223(e) declining area loans);
- (2) Section 234(c), Condominiums;
- (3) Section 203(b)(2), Veteran’s Status;
- (4) Section 203(k), Streamline Rehabilitation Home Mortgage Insurance; or
- (5) Such other FHA insurance programs as shall be acceptable to the Corporation and the Servicer.

(o) “FHA/RHS/VA Loans” means Mortgage Loans which are FHA-Insured, RHS-Guaranteed or VA-Guaranteed.

(p) “Gift or Grant” means funds provided by the Corporation by or with the assistance of a Lender to a borrower, without expectation of repayment from the borrower, in connection and simultaneously with a Mortgage Loan made to such borrower, for use by the borrower as funds to close the borrower’s Mortgage Loan.

(q) “GSE” (i) a “Government Sponsored Enterprise” which includes Fannie Mae or Freddie Mac and any successor(s) thereto, and (ii) for purposes of this Agreement, GNMA.

(r) “GSE Guide” means any and all guidebooks, requirements, bulletins, or updates pertaining to selling and servicing mortgage loans promulgated by the GSE for which Mortgage Loans will be pooled, as the same may be amended from time to time.

(s) “Indenture” means any trust indenture or resolution and any series trust indenture or resolution issued thereunder, between the Corporation and the Trustee.

(t) “Lender” means a mortgage lender approved by the Corporation and the Servicer, and which has entered into a Loan Correspondent Purchase and Sale Agreement with the Servicer and a Master Mortgage Purchase Agreement with the Corporation.

(u) “Loan Correspondent Purchase and Sale Agreement” means the agreement signed between the Servicer and each Lender setting forth the terms and conditions under which the Servicer will purchase a Mortgage Loan from a Lender and the duties, obligations, representations, warranties, and covenants of the Lender to the Servicer.

(v) “Loan Rate” means the Mortgage Loan interest rate(s) established each day by the Corporation in accordance with Section 4.01.

(w) “Master Mortgage Purchase Agreement” means the mortgage origination agreement by and between the Corporation and a Lender.

(x) “MBS Agreement” means the agreement with GNMA, Fannie Mae or Freddie Mac pursuant to which GNMA, Fannie Mae or Freddie Mac has agreed to guarantee the timely payment of the specific MBS Certificates.

(y) “MBS Certificate” or “MBS” means a mortgage-backed certificate issued or guaranteed by either GNMA, Fannie Mae or Freddie Mac, or any respective successor thereto, pursuant to which payments have been guaranteed by GNMA, Fannie Mae or Freddie Mac in exchange for Conventional, FHA, VA, RHS Mortgage Loans, as applicable.

(z) “MBS Certificate Sale Date” means the date the Servicer sells an MBS Certificate through an MBS Market Sale or MBS Direct Sale.

(aa) “MBS Direct Sale” means the sale of MBS Certificates by the Servicer to the Corporation or its designee, including the Trustee or the Custodian. MBS Direct Sales include, but are not limited to, sales financed by the issuance of Bonds or similar programs for the financing of purchases of MBS Certificates by the Corporation or its designee.

(bb) “MBS Market Sale” means the sale of MBS Certificates by the Servicer into the MBS financial markets, including the MBS “TBA” market or other applicable available market.

(cc) “Mortgage” means the written instrument creating a lien on real property to provide security for the payment of a Mortgage Loan or a Subordinate Loan.

(dd) “Mortgage Loan” means a qualified first lien mortgage loan originated by a Lender under the Program with respect to real property, evidenced by a Mortgage Note and secured by a Mortgage.

(ee) “Mortgage Note” means the promissory note evidencing the obligation to repay a Mortgage Loan.

(ff) “Non-Qualifying Mortgage Loan” means any mortgage loan which does not conform to the related Program Guidelines, GSE Guide or the Seller Guide including, but not limited to the following examples:

(1) The Lender fails to deliver to the Servicer a complete mortgage loan file on a timely basis (as required by the Seller Guide); or

(2) The Servicer determines that the documentation for a mortgage loan does not conform to the requirements of the related Program, the GSE Guide or the Seller Guide; or

(3) The Corporation or the Compliance Administrator determines that the mortgage loan is not eligible under the related GSE Guide or Program Guidelines; or

(4) GNMA, Freddie Mac, Fannie Mae or the Servicer determines that the mortgage loan is not eligible for sale or pooling under the related Program Guidelines, the GSE Guide or the Seller Guide.

(gg) “Pool” means with respect to a MBS Certificate, the Mortgage Loans held in connection with such MBS Certificate.

(hh) “Pool Purchase Agreement” means the Fannie Mae Pool Purchase Contract or the Freddie Mac Pool Purchase Contract between the Servicer and Fannie Mae or Freddie Mac relating to the sale by the Servicer of Conventional Mortgage Loans to Fannie Mae or Freddie Mac.

(ii) “Program” means the Corporation’s single family loan program(s) established to assist qualified borrowers in financing the costs of acquiring and owning adequate, safe and sanitary housing. References in this Agreement to the Program or Programs means each of the Programs as applicable in context.

(jj) “Program Documents” means this Agreement, Master Mortgage Purchase Agreement, the Program Guidelines and the Purchase Documents.

(kk) “Program Guidelines” means the Corporation’s guidelines for each Program, containing information relating to specific provisions of such Program.

(ll) “Purchase Documents” means the Seller Guide and the Loan Correspondent Purchase and Sale Agreement, and all amendments, supplements and replacements, and any other documents and agreements between the Servicer and each Lender regarding the sale of Mortgage Loans.

(mm) “RHS” means Rural Housing Service of the United States Department of Agriculture or any successor to its functions.

(nn) “RHS-Guaranteed” means guaranteed by RHS pursuant to the RHS’s Guaranteed Rural Housing Loan Program.

(oo) “Seller Guide” means the guide prepared by the Servicer for the origination and delivery of Mortgage Loans to be purchased by the Servicer and the eligibility, credit and security underwriting standards applicable thereto, as the same may be amended and supplemented from time to time.

(pp) “Servicer” means Lakeview Loan Servicing, LLC, and any successor to its duties under this Agreement.

(qq) “State” means the State of Florida.

(rr) “Subordinate Loan” means a junior lien mortgage loan made by or with the assistance of a Lender to a borrower in connection and simultaneously with a Mortgage Loan made to such borrower, evidenced and secured by a recorded Mortgage in the forms as provided by the Corporation, the proceeds of which are used by the borrower to fund a down payment and/or closing costs associated with the mortgaged property secured by the related Mortgage Loan.

(ss) “Targeted Areas” means those areas within the State listed as qualified census tracts or areas of chronic economic distress.

(tt) “Trustee” means a neutral third-party financial institution appointed under the Bond documents which facilitates, but does not have a financial interest in, the purchase of an MBS Certificate under this Agreement.

(uu) “VA” means the Veterans Administration, an agency of the United States of America, or any successor to its functions.

(vv) “VA-Guaranteed” means guaranteed by the Veterans Administration, an agency of the United States of America, or any successor to its functions, under the Serviceman’s Readjustment Act of 1944, as amended.

### **SECTION 1.03      SERVICER'S REPRESENTATIONS AND WARRANTIES**

The Servicer represents and warrants to the Corporation that:

(a) The Servicer is a limited liability company organized and existing under the laws of the State of Delaware and is, and will remain, in good standing under such laws so long as it shall continue to serve in the capacity contemplated under the terms of this Agreement. The Servicer is duly qualified to transact business in the State, and possesses all requisite authority and power to conduct any and all business contemplated by the Program Documents and to execute, deliver and comply with its obligations under the terms of the Program Documents to which the Servicer is a party, the execution, delivery and performance of which have been duly authorized by all necessary corporate action.

(b) The execution and delivery of this Agreement by the Servicer in the manner contemplated herein and the performance of and compliance with the terms hereof by it will not violate (i) its certificate of incorporation or bylaws, or (ii) any laws, regulations or administrative requirements which could have any material adverse effect whatsoever upon the validity, performance or enforceability of any of the terms of this Agreement applicable to the Servicer; and will not constitute a default under or result in the breach of any material contract, agreement or other instrument to which the Servicer is a party.

(c) The execution and delivery of this Agreement by the Servicer does not require the consent or approval of any governmental authority, or if such consent or approval is required, it has been obtained.

(d) This Agreement will constitute a valid, legal and binding obligation of the Servicer, enforceable in accordance with its respective terms, except as the enforcement thereof may be limited by applicable Debtor Relief Laws.

(e) The Servicer is an FHA-, RHS- and VA-approved lender and/or servicer (as applicable), an authorized issuer of GNMA securities, a Fannie Mae-approved seller and servicer and a Freddie Mac-approved seller-servicer with experience serving as Servicer for mortgage loans and subordinate lien mortgage loans originated under Programs designed to comply with Sections 103 and 143 of the Code.

(f) On the date hereof, there is no pending, or to Servicer's knowledge, threatened litigation, examination, investigation, or administrative proceedings against Servicer, which, if adversely determined, would materially affect Servicer and its assets or its ability to purchase Mortgage Loans, to service Mortgage Loans or Subordinate Loans and to perform its obligations related to the Program as set forth in this Agreement.

(g) With respect to its duties hereunder, the Servicer will comply with the applicable non-discrimination provisions of the Civil Rights Act of 1964, the Fair Housing Act, 42 U.S.C. Section 3601 et. seq., the regulations promulgated thereunder, Equal Employment Opportunity (Executive Order 11246 dated September 24, 1965 as amended by Executive Order 11375 dated October 13, 1967) and the Fair Housing Amendments Act of 1988.

### **SECTION 1.04      SERVICER'S COVENANTS**

The Servicer covenants to the Corporation that:

(a) Unless prohibited by the GSE or any other applicable law, with respect to any MBS Certificates issued under the Programs, the Servicer shall provide to the Corporation, the Compliance

Administrator, and the Trustee the reports required by the GSE with respect to Mortgage Loans underlying the MBS Certificates.

(b) The Servicer agrees that so long as it shall continue to serve in the capacity contemplated under the terms of this Agreement, it will remain in good standing and qualified to do business under the laws of the State. Servicer will not dissolve or otherwise dispose of all or substantially all of its assets and will not voluntarily consolidate with or merge into any other entity or permit one or more other entities to consolidate with or merge into it; provided, however, that the Servicer may, without violating the covenant contained in this subsection consolidate with or merge into another entity, or permit one or more entities to consolidate with or merge into it, or sell or otherwise transfer to another such entity all or substantially all of its assets as an entirety and thereafter dissolve, if the surviving, resulting or transferee entity, as the case may be, shall have a net worth equal to or greater than the net worth required by the GSE and be qualified as a GSE servicer.

(c) The Servicer is familiar with all GSE rules and regulations applicable to the Program and shall use diligent, reasonable efforts to become and to remain familiar with all GSE rules and regulations applicable to the Program, including, but not limited to, any changes or proposed changes in the GSE servicing rates, size of GSE Pools or other features affecting the purchase of Mortgage Loans under the Loan Correspondent Purchase and Sale Agreement for the Program, and shall promptly notify the Corporation and all Lenders of such changes or proposed changes relevant to the Programs and applicable to such Lenders of which the Servicer becomes aware.

(d) The Servicer will not take any action or fail to take any action or permit any action within its control to be taken which it knows would impair the exclusion from gross income for federal income tax purposes of interest on the Bonds.

## **SECTION 1.05 THE CORPORATION'S REPRESENTATIONS AND WARRANTIES**

The Corporation represents and warrants to the Servicer:

(a) The Corporation is a public corporation and a public body corporate and politic validly existing under the laws of the State. The Corporation has full power and authority to consummate all transactions, execute all documents, and issue all instruments contemplated by the Program Documents.

(b) The Corporation has determined that the Program is consistent with the Corporation's public purpose, including, but not limited to, Program activities relating to the origination of Mortgage Loans and Subordinate Loans by Lenders to finance the acquisition by qualified borrowers of residences, the sale of Mortgage Loans by Lenders to the Servicer, the purchase of the Mortgage Loans by the Servicer, and the sale or delivery of the MBS Certificates by the Servicer under the terms of this Agreement.

(c) The execution and/or delivery, as applicable, by the Corporation of this Agreement, Program Documents to which the Corporation is a party, and the Program Guidelines, and the performance of and compliance with the terms of the Program Documents to which the Corporation is a party, and the Program Guidelines by the Corporation will not, to its knowledge, violate any laws in any respect that could have any material adverse effect whatsoever upon the validity, performance, or enforceability of any of the terms of the Program Documents to which the Corporation is a party.

(d) This Agreement and all documents and instruments contemplated hereby that are executed and delivered by the Corporation, will constitute valid, legal, and binding obligations of the Corporation, enforceable in accordance with their terms, except as the enforcement thereof may be limited by applicable Debtor Relief Laws.

(e) The Servicer shall be the master servicer for all Programs.

#### **SECTION 1.06 THE CORPORATION'S OBLIGATION TO FUND A GIFT OR GRANT**

(a) If the Lender is responsible for the initial funding of a Gift or Grant and is not reimbursed directly by the Corporation, the Servicer shall administer the reimbursement obligation of the Corporation by reimbursing the Lender for the Gift or Grant on behalf of the Corporation at the original amount of the Gift or Grant, contemporaneously with the Servicer's purchase of the related Mortgage Loan pursuant to the Loan Correspondent Purchase and Sale Agreement and the Program Guidelines. The Servicer shall review specific documents related to the Gift or Grant in the file delivered to the Servicer. The Servicer shall notify the Corporation of the funds required from the Corporation, through an itemized report, reflecting reimbursements to the Lenders administered by the Servicer on behalf of the Corporation for a Gift or Grant. The Corporation shall reimburse the Servicer within 30 days of such notice for any and all such Gifts or Grants related to any Mortgage Loan purchased by the Servicer under the Program.

(b) The Corporation shall have no obligation to reimburse Gifts or Grants other than those initially funded by the Lender.

(c) If the Corporation funds the Gift or Grant directly at loan closing or the Corporation reimburses the Lender directly after loan closing, the Servicer will have no obligation with regards to the Gift or Grant.

### **ARTICLE II**

#### **THE SERVICER**

##### **SECTION 2.01 OVERALL RESPONSIBILITY**

(a) The Servicer shall have general responsibility for the review, purchase and servicing of Mortgage Loans and the servicing of Subordinate Loans for the Program in accordance with this Agreement for and on behalf of the Corporation. The Servicer is hereby irrevocably authorized and empowered by the Corporation to execute and deliver for and on behalf of the Corporation any and all instruments, documents and writings necessary or desirable to fulfill its duties and responsibilities hereunder. The Corporation shall furnish Servicer with such powers of attorney and other documents as are necessary or appropriate to enable Servicer to carry out its duties and responsibilities under this Agreement.

(b) The Corporation acknowledges and agrees that the Mortgage Loans and the Subordinate Loans may be subserviced on behalf of the Servicer by a third party subservicer. The Servicer agrees to cause any such subservicer to perform the Servicer's applicable obligations in accordance with the requirements of this Agreement, as if performed by the Servicer directly, and the Servicer shall remain liable for the Servicer's obligations under this Agreement regardless of whether performed by the

Servicer directly or by its subservicer. All subservicers and subservicing arrangements shall be subject to Sections 7.02 and 7.15 hereof.

**SECTION 2.02      LIMITATION ON LIABILITY OF DIRECTORS, OFFICERS,  
EMPLOYEES AND AGENTS OF SERVICER**

No director, officer, employee or agent of the Servicer shall be under any personal liability to the Corporation for any action taken in good faith or for refraining from the taking of any action in good faith pursuant to this Agreement.

**SECTION 2.03      INDEMNIFICATION OF THE CORPORATION**

The Servicer hereby agrees to indemnify the Corporation and hold the Corporation harmless from any actual, direct loss, damage or expense that the Corporation may sustain as a result of any failure on the part of the Servicer to properly perform its services, duties and obligations with respect to the Mortgage Loans, the MBS Certificates or the Subordinate Loans under this Agreement.

**SECTION 2.04      SERVICER'S DUTIES AND RESPONSIBILITIES**

(a) Notwithstanding anything to the contrary contained in this Agreement, Servicer shall perform all servicing duties relating to the Mortgage Loans and Subordinate Loans in accordance with, as applicable, (i) the guidelines of the VA, FHA, RHS, GNMA, Freddie Mac or Fannie Mae, (ii) the Seller Guide, (iii) the requirements of the Consumer Financial Protection Bureau, (iv) any applicable law including, but not limited to, as based on the directions provided by the Corporation or the Compliance Administrator, or to the extent otherwise actually known by the Servicer, the requirements of Sections 103 and 143 of the Code, as applicable, and the related Regulations (clauses (i) through (iv) are collectively referred to as the "Applicable Requirements"), and (v) to the extent not inconsistent with the Applicable Requirements, the Program Guidelines. The Servicer shall be held harmless for its performance of loan servicing duties that are carried out in material compliance with the Applicable Requirements, the Program Guidelines and its obligations under this Agreement. The Servicer shall not be responsible for carrying out any loan servicing duties and responsibilities stated herein or requested by the Corporation that the Servicer, in its reasonable discretion, believes to be in conflict with the Applicable Requirements.

(b) Except for any such amendment, release or grant which is not inconsistent with Sections 2.04(a) and 2.07 hereof: (i) the Servicer shall not consent to any changes in the terms and conditions of any Mortgage Loan or Subordinate Loan or the release of specified property from the lien of a Mortgage or the grant of an easement or right of way upon property securing a Mortgage Loan or a Subordinate Loan, and (ii) no such change shall affect the time or amounts of payment of principal and interest on the Mortgage Loan or the Subordinate Loan or the obligation to pay taxes and maintain insurance on the property securing the Mortgage Loan or the Subordinate Loan at the times and in the manner specified in the Loan Correspondent Purchase and Sale Agreement or this Agreement.

(c) The Servicer shall diligently enforce and take all reasonable steps, actions and the proceedings necessary for the enforcement of all terms, covenants and conditions of all Mortgage Loans, including the prompt payment of all Mortgage Loan principal and interest payments and all other amounts due thereunder. Except as provided in Sections 2.04(a) and 2.11 of this Agreement, the Servicer shall not release the obligations of any mortgagor under any Mortgage Loan, provided that this provision shall not be construed to prevent the Servicer from settling, in case of a default in payment thereof, any

Mortgage Loan on such terms as the Servicer shall determine to be in accordance with the Applicable Requirements. If Servicer becomes aware that the insurers of any insurance policy issued under the Program has ceased to comply with the applicable provisions of the Loan Correspondent Purchase and Sale Agreement or GSE Guide for such insurance, the Servicer shall require the mortgagor to obtain comparable replacement policies with total coverage equal to the then existing coverage of such insurance policies from approved insurers.

(d) From and after the acquisition of each Mortgage Loan, the Servicer shall service such Mortgage Loan and shall have full power and authority, acting alone, to take such actions as may be necessary to discharge its duties with respect to such servicing in accordance with and subject to the Applicable Requirements. In addition, the Servicer shall perform those duties set out in the Program Documents to which the Servicer is a party and the applicable MBS Agreement, including, but not limited to, approval of Mortgage Loan assumptions by eligible mortgagors (if applicable under the Mortgage Loan documents), pursuant to the Loan Correspondent Purchase and Sale Agreement, and keeping and reporting regularly to the Corporation and the Compliance Administrator with respect to origination of Mortgage Loans.

## **SECTION 2.05 LENDER MANAGEMENT**

(a) After a Lender's application is approved by the Servicer (or if such Lender has been previously approved by the Servicer), the Corporation shall review each Lender's application to determine the Lender's eligibility to participate in the Program(s). This review will be based upon the eligibility standards adopted by the Servicer. The Servicer shall also conduct an annual recertification, which will include, but not be limited to, a review of the Lender's financial information to assure that the Lender continues to be qualified to participate in the Program(s).

(b) The Servicer reserves the right to reasonably modify the eligibility standards for Lenders at any time during the term of this Agreement. If the Servicer modifies the eligibility standards, the Servicer will notify the Corporation within twenty (20) business days prior to the effective date of such modifications. Any new Lender applications received, or existing Lender re-certifications performed on or after that notification date will be subject to the newly published eligibility standards.

(c) The Servicer will enter into (or has previously entered into) a separate Loan Correspondent Purchase and Sale Agreement with each qualifying Lender. In the event of a conflict between the terms of the Loan Correspondent Purchase and Sale Agreement and the Program Guidelines, with regard to the requirements owed by the Lender to the Servicer, the Loan Correspondent Purchase and Sale Agreement shall control. The Servicer may only purchase Mortgage Loans from Lenders that are party to a Master Mortgage Purchase Agreement.

(d) The Servicer shall have the authority to suspend or terminate a Lender for any reason, including, without limitation, if that Lender is found to be in breach of any of the terms or conditions of the Loan Correspondent Purchase and Sale Agreement or Lender fails to meet Servicer's then-current eligibility standards. Upon its determination to suspend or terminate a Lender, the Servicer will notify the Corporation, by electronic message, and in any event before said action is taken or, if prior notice is not reasonably possible, promptly following such action. However, this notification shall be considered a courtesy and not a request for approval.



## **SECTION 2.06 REVIEW AND PURCHASE OF MORTGAGE LOANS**

(a) Following the origination of a Mortgage Loan, but prior to the purchase of the Mortgage Loan by the Servicer from the Lender, the Corporation shall, or shall cause the Compliance Administrator to, review the Mortgage Loan for compliance with the Corporation's Bond or MBS Certificate purchase programs, if applicable, and inform the Servicer of its approval or disapproval promptly in writing.

(b) Upon delivery from the Lender, the Servicer may review the Mortgage Loan to ensure that it is eligible for inclusion in a GNMA, Fannie Mae or Freddie Mac Pool. The Servicer shall be entitled to rely upon the Lender as the assembler and preparer of all Mortgage Loan documents, and is under no duty whatsoever to investigate or confirm any of the information set forth therein as to its accuracy or completeness with respect to the origination, underwriting, and closing of the Mortgage Loan file. The Servicer may review the pertinent documents necessary to ensure the related Mortgage Loans meet applicable pooling guidelines. Prior to purchasing a Mortgage Loan, the Servicer shall receive confirmation from the Corporation or the Compliance Administrator on behalf of the Corporation of compliance of such Mortgage Loan with the Program Guidelines.

(c) The Servicer will not knowingly purchase any Non-Qualifying Mortgage Loans. The Servicer shall be responsible to collect certain final mortgage documents for each Mortgage Loan purchased, and have the right to charge and retain late fees for said final, recorded mortgage documents. In the event that Mortgage Loan purchases are delayed due to the Servicer's inaction or delay, and the Lender is charged a late fee, the Servicer shall reimburse Lender for the actual late fee charge.

## **SECTION 2.07 SERVICING STANDARDS**

With respect to all Mortgage Loans and related MBS Certificates, the Servicer (i) shall service such Mortgage Loans in accordance with this Agreement, the Applicable Requirements and, in addition, the generally accepted practices of the mortgage lending and servicing industries, including maintenance of all accounts required thereby, (ii) shall perform all such duties with due care, diligence and reasonable promptness, (iii) shall provide prompt monthly principal and interest payments to the owner of the Mortgage Loan or MBS Certificate, as applicable, accompanied by a statement identifying principal, interest and principal prepayment components of such payment, and (iv) shall forward copies of such reports, if any, as are required by the GSE Guide, to the Corporation, the Compliance Administrator, and the Trustee with respect to the status of the Mortgage Loans (unless prohibited by the GSE or any other Applicable Requirements).

## **SECTION 2.08 ESCROW ACCOUNT**

The Servicer shall establish and maintain a separate account or accounts to be maintained in accordance with the applicable GSE Guide and shall deposit therein all moneys received by it as escrow payments, including amounts representing collections of real estate taxes, assessments, premiums of any standard hazard insurance policy and comparable items.

## **SECTION 2.09 SERVICER COMPENSATION**

The Servicer shall purchase the Mortgage Loans on a servicing released basis from the Lender and shall be entitled to servicing fees which shall comply as to amount with the applicable GSE Guide and applicable law. The procedures for the payment thereof shall be in accordance with the applicable

GSE Guide and applicable law. The Servicer shall be entitled to retain any ancillary income and float benefit in accordance with the applicable GSE Guide.

The Servicer shall pay a servicing release premium (“SRP”) for each Mortgage Loan subject to a Cash Window Delivery, MBS Market Sale or MBS Direct Sale in the amount set forth in Schedule A, as applicable. The SRP may be adjusted by the Servicer from time to time upon advance notice to the Corporation based on changes to market interest rate or other reasonable criteria.

As compensation the Servicer shall also be entitled to certain fees, including, but not limited to, a funding fee, tax service fee, and flood certification fee, and such other fees and amounts as agreed upon in writing by the Servicer and the Corporation and permitted under applicable law, each to be charged on a one-time basis for each Mortgage Loan in the amounts set forth in Schedule A attached hereto.

## **SECTION 2.10      SERVICER MAY PLEDGE COLLATERAL**

During the period of time between Servicer's purchase of a Mortgage Loan from a Lender, and pooling and sale of such Mortgage Loan, the Servicer may pledge such Mortgage Loan to a financial institution providing the funding for such purchase. In no such event shall the pledge by the Servicer result in any delay in the sale of MBS Certificates to the Corporation, the Trustee or any Custodian in accordance with the terms and provisions of this Agreement and the standard pooling and issuance schedules of the applicable GSEs on the date requested by the Corporation, the Trustee or such Custodian.

## **SECTION 2.11      ASSUMPTION RESTRICTIONS**

Subject to the terms of the Mortgage Loan documents, in any case in which a residence financed by a Mortgage Loan originated under the Programs have been or are about to be conveyed by the Mortgagor and the purchaser desires to assume all the rights and obligations of the mortgagor under the Mortgage Loan, the Servicer shall enter into an assumption agreement with the person to whom such property has been or is about to be conveyed; provided that the purchaser assuming the Mortgage Loan complies with the requirements of such Programs, the GSE Guides and requirements of FHA, VA, RHS, Fannie Mae or Freddie Mac, as applicable. In connection with any such assumption agreement, the interest rate of the related Mortgage Note shall not be changed; however, the Servicer may charge in connection with each assumption to the extent permitted by law or regulations of FHA, VA, RHS, Fannie Mae, or Freddie Mac or other Applicable Requirements, a fee, to be paid by or on behalf of the assumptors, plus the reasonable and customary out-of-pocket costs paid or incurred by the Servicer.

## **SECTION 2.12      JOINDER IN LEGAL PROCEEDINGS**

Upon the request of the Servicer, and at the Servicer's sole expense, the Corporation shall join as plaintiff in any legal proceeding brought by the Servicer against any Lender concerning any obligations of such Lender under the Loan Correspondent Purchase and Sale Agreement. If the Corporation shall join in any such legal proceeding at the request of Servicer, Servicer shall indemnify, and hold harmless, the Corporation from any and all costs and expenses in any form and for whatever reason incurred, including, but not limited to, any and all costs and attorneys' fees of a defendant required to be paid by the Corporation by court order in the event of a judgment in favor of such defendant resulting from Servicer's breach of this Agreement.

### **SECTION 2.13 ASSIGNMENT OF SERVICING OBLIGATIONS**

The Servicer may assign for consideration all (but not a portion) of its servicing rights and obligations under this Agreement to another servicer, provided that such assignment shall be evidenced by a written agreement in which the assignee agrees to assume all of the Servicer's obligations hereunder and agrees to provide its services for the same fee as provided in this Agreement. Any such assignment is subject to the prior written consent of the applicable GSEs and the Corporation, or in each case its successors or assigns, provided that the consent of the Corporation shall not be unreasonably withheld, conditioned, or delayed.

### **SECTION 2.14 EMERGENCY MANAGEMENT/DISASTER RECOVERY PLAN**

The Servicer has implemented an emergency management/disaster recovery plan ("Recovery Plan") and shall review and test its Recovery Plan annually and provide written confirmation to the Corporation that such review has taken place upon written request of the Corporation. The Recovery Plan shall include, at a minimum, provisions relating to business closings and facilities restoration, record keeping and retention, the integrity of computer-based systems and the recovery thereof, subcontractors, as applicable, employee availability and business interruption insurance. The Recovery Plan shall demonstrate the ability to perform all services under this Agreement without unreasonable delay.

### **SECTION 2.15 SUBORDINATE LOAN SERVICING**

(a) This Section 2.15 applies to the administration, funding, and servicing of Subordinate Loans. The Corporation expects to issue tax-exempt and/or taxable Bonds, or otherwise make funds available, to enable the Corporation to finance the Subordinate Loans.

(b) The Servicer shall have the full power and authority to do any and all things in connection with the servicing of the Subordinate Loans that it may deem necessary or desirable and shall exercise the same degree of care that it exercises with respect to the servicing of the related Mortgage Loans, provided that the Corporation acknowledges that this degree of care does not require the performance of servicing obligations other than those described in this Section 2.15. The Servicer shall service the Subordinate Loans in compliance with any applicable requirements of the GSE Guides. The Corporation and the Servicer each shall execute and deliver any and all instruments, documents, and writings reasonably necessary from them to service the Subordinate Loans.

(c) The Servicer shall be held harmless for its performance of loan servicing duties under this Section 2.15 that are carried out in accordance with Applicable Requirements. The Servicer shall not be responsible for carrying out any loan servicing duties and responsibilities stated herein or requested by the Corporation that the Servicer, in its reasonable discretion, believes to be in conflict with the Applicable Requirements.

(d) The Servicer shall collect and process payments and calculate and remit payoff funds for Subordinate Loans. The Servicer shall not calculate, accrue, accumulate or collect interest payable on any non-amortizing Subordinate Loan. The Servicer will deposit all payments of principal and interest received on the Subordinate Loans in a separate designated trust account for the benefit of the Corporation under the Program and insured by the FDIC. The cutoff date will be the 10<sup>th</sup> day of each month. If the 10<sup>th</sup> day falls on a weekend/holiday, the Business Day prior will be the cutoff date. The Servicer shall remit to an account designated by the Corporation from time to time (i) all payments

received on Subordinate Loans each month on or before the applicable cutoff date, within 5 business days after the cutoff date and (ii) all payoffs received on Subordinate Loans within 5 business days of the payoff date. The cutoff date may be modified upon mutual agreement between the Corporation and the Servicer.

(e) All amortizing Subordinate Loans shall require monthly payment according to the terms of the Subordinate Loan documents or in accordance with State law. Any late charge shall be calculated in accordance with State law, and may be retained by the Servicer. If full monthly payments of principal, interest and other charges are not paid on or before the first day of the month following the month in which they become due and payable, the Servicer shall notify the mortgagor of such delinquency. The Servicer will determine and carry out the most effective form of contact with specific mortgagors during the various stages of delinquency. All collection efforts will be conducted in compliance with applicable State and federal laws and regulations.

(f) If the Corporation requests the Servicer to perform any services that are in addition to or contrary to the servicing duties stated herein or in the Subordinate Loan documents, the request must be pre-approved in writing by the Servicer.

(g) In the event of a default of a Subordinate Loan, Servicer shall use reasonable efforts, consistent with Applicable Requirements, to collect the Subordinate Loan payments. The Corporation shall be responsible for the decision whether to join a foreclosure of a Subordinate Loan in connection with a foreclosure on the corresponding Mortgage Loan. Upon such joinder by the Corporation, the Corporation shall provide written notification to the Servicer. The Servicer shall not be obligated to provide any legal services to realize on any Subordinate Loan Mortgage by means of foreclosure proceedings or other actions on behalf of the Corporation, unless the Corporation and the Servicer, on a loan-by-loan basis, establish a written agreement regarding fees and expenses to be paid by the Corporation and the functions to be performed by the Servicer. The Corporation shall bear all costs associated with such joinder, bidding for the property at foreclosure sale and liquidating the acquired property in recovery of its investment. The Servicer, upon receipt of a written direction from the Corporation, shall be responsible for providing any reasonably requested documentation in its possession, in a timely and accurate manner to assist the Corporation in any foreclosure action on the Subordinate Loans.

(h) The Corporation agrees to hold the Servicer harmless in any situation in which the Servicer is confronted with a conflict in fiduciary or other duties arising from differences between the Servicer's obligations to FHA, VA, RHS, GNMA, Fannie Mae and Freddie Mac, as applicable, on the Mortgage Loans and the Corporation's requested actions on the Subordinate Loans. The Corporation further agrees that the Servicer's duties to FHA, VA, RHS, GNMA, Fannie Mae and Freddie Mac, as applicable, always have priority over any fiduciary duty the Servicer may have to the Corporation and in such event of a conflict the Servicer has no liability or fiduciary or other responsibility to the Corporation.

(i) If the Subordinate Loan provides for principal forgiveness or other reduction of any repayment obligation over time ("forgiveness") and the borrower has qualified for such forgiveness, then Servicer will: (i) upon written request from the Corporation, prepare and distribute to borrowers on behalf of the Corporation IRS Form 1099-Cs to evidence forgiven debt related to the Subordinate Loan; and (ii) no later than the month following the forgiveness and/or satisfaction of the debt secured by the Subordinate Loan in full, file on the Corporation's behalf the appropriate documentation with the

applicable county recorder's office, or assist the Corporation in that regard, to ensure that the lien of the related Subordinate Trust/Deed is released.

(j) The Corporation shall ensure that the Subordinate Loans and the portions of the Programs related to the Subordinate Loans comply with, and the Subordinate Loans are originated in compliance with, Applicable Requirements.

(k) If a Subordinate Loan is purchased by Servicer or any third party, the obligations of Servicer under this Section 2.15 terminate upon such purchase.

(l) The Corporation shall ensure that the Servicer is provided with all information and documents necessary to perform the servicing of, and administer the funding of, the Subordinate Loans in accordance with this Section 2.15. The Servicer is hereby irrevocably authorized and empowered by the Corporation to execute and deliver for and on behalf of the Corporation any and all instruments, documents and writings necessary or desirable to fulfill its duties and responsibilities under this Section 2.15. The Corporation shall furnish Servicer with such powers of attorney and other documents as are necessary or appropriate to enable Servicer to carry out its duties and responsibilities under this Section 2.15.

(m) The Lender or the Corporation may, dependent upon the Program Guidelines, be responsible for the initial funding of Subordinate Loan. The Lender must register the Mortgage Loan and the Subordinate Loan simultaneously with the Corporation or the Corporation's Compliance Administrator. The Corporation is legally obligated for the funding of a Subordinate Loan at closing.

If the Lender is responsible for the initial funding of the Subordinate Loan, the Servicer will administer the reimbursement obligation of the Corporation by reimbursing the Lender for the Subordinate Loan on behalf of the Corporation at the original loan amount of such loan, or amortized balance when applicable, contemporaneously with the Servicer's purchase of the related Mortgage Loan pursuant to the Loan Correspondent Purchase and Sale Agreement. The Lender shall include specific Subordinate Loan documents in the file delivered to the Servicer or to the Corporation as directed in the Program Guidelines. Upon receipt of notice by the Corporation from the Servicer of the Servicer's administration of the reimbursement obligation of the Corporation to the Lender for the Subordinate Loan, the Corporation shall reimburse the Servicer for such reimbursement to the Lender, and thereafter the Servicer shall retain Subordinate Loan documents as directed by the Corporation pursuant to the terms of this Section 2.15.

(n) The Servicer shall notify the Corporation of the funds required from the Corporation, through an itemized report, reflecting reimbursements to the Lenders administered by the Servicer on behalf of the Corporation for Subordinate Loans. The Corporation shall reimburse the Servicer within 30 days of such notice for any and all such Subordinate Loan(s) regardless of the status of the Mortgage Loan or the Subordinate Loan under the Program.

(o) Unless prohibited by the GSE or any other applicable law, The Servicer shall provide or make available to the Corporation and its Trustee or its Custodian the following information:

(1) On a monthly basis, a trial balance of all Subordinate Loans. The trial balance shall identify each Mortgage Loan by loan number, mortgagor name and Subordinate Loan unpaid principal balance. The report shall also include a reconciliation of all activity since the

prior reporting period, which shall include a detailed accounting of foreclosed Mortgage Loans and repayments.

(2) On a monthly basis, a remittance report which summarizes the payments forwarded to the Trustee for collection of Subordinate Loan payments. The remittance method will be actual interest-actual principal.

(p) The Servicer shall be responsible for the timely and accurate preparation, filing and recording of all Subordinate Loan Mortgage satisfactions. If directed by the Corporation, the Servicer shall provide for execution of mortgage satisfactions for designated Subordinate Loans. The Servicer shall be reimbursed for the actual costs of filing and recording such Mortgage satisfactions, which shall be recovered from the borrower as part of the pay off, or if not recoverable from the borrower, from the Corporation.

(q) The Servicer will provide all other Subordinate Loan documentation or such reports as reasonably requested by the Corporation to substantiate the periodic remittances. Copies of the Subordinate Loan documents shall be maintained in accordance with the Servicer's standard policies and procedures.

(r) Unless otherwise permitted or waived by the Corporation (and provided not prohibited by Applicable Requirements), the Servicer shall not permit or authorize the transfer of or assumption of any Subordinate Loans originated under the Program and shall accelerate the Subordinate Loans in accordance with their terms upon the sale of the property or the refinance or payoff of the corresponding Mortgage Loan, if not otherwise forgiven under the Program.

### **ARTICLE III**

#### **MORTGAGE POOLING**

##### **SECTION 3.01 NOTICE OF MORTGAGE LOAN BALANCES**

Unless prohibited by the GSE Guides or applicable law, in connection with the sale of each MBS Certificate, the Servicer shall provide the following to the Corporation and the Trustee, as applicable, prior to each such sale: (i) the outstanding principal balance of the Mortgage Loans comprising the Pool for such MBS Certificate as of such MBS Certificate Sale Date; (ii) the types of Mortgage Loans comprising the Pool, including the Mortgage Loans in Targeted Areas (if applicable); and (iii) a representation to the effect that based upon reasonable review as set forth in this Agreement, the Servicer has no knowledge that the Mortgage Loans backing such MBS Certificate are not qualified as Mortgage Loans under the Program Documents, and that the Servicer has no knowledge of a failure of the MBS Certificates to conform to all requirements of the Applicable Requirements.

##### **SECTION 3.02 PURCHASE OF MORTGAGE LOANS FROM LENDERS; POOLING AND SALE OF MBS CERTIFICATES**

(a) The procedures set forth in this Section 3.02 are applicable to the purchase of Mortgage Loans from the Lenders by the Servicer and the sale of the MBS Certificates by the Servicer.

(b) Subject to the terms and conditions hereof, the Servicer shall comply with the terms of the applicable MBS Agreement and use commercially reasonable efforts to acquire Mortgage Loans from Lenders in accordance with the terms of this Agreement and the GSE Guides and pool Mortgage

Loans for sale through a Cash Window Delivery or as MBS Certificates through MBS Market Sales or MBS Direct Sales, as applicable. The Corporation may direct the Servicer from time to time to complete such sales through a Cash Window Delivery or as MBS Certificates through MBS Market Sales or MBS Direct Sales; provided, however, if the Corporation does not provide timely direction for such sales within three months of the origination of any Mortgage Loans, the Servicer may use its discretion to select the manner by which such sales or pooling of such Mortgage Loans are completed. The Servicer shall pay all fees required by the GSE in connection with the issuance of MBS Certificates.

(c) The Servicer shall comply with the terms of the applicable MBS Agreement to acquire the Mortgage Loans and cause the aggregation of Mortgage Loans to occur in order to enable the formation of Pools as expeditiously as possible. The specifics regarding the timing, Pool size and procedures relating thereto shall be governed by the GSE Guides and shall be as directed by the Corporation; provided, however, if the Corporation does not provide direction within three months, such specifics may be determined by the Servicer in its discretion. The Servicer will ensure that the execution of its obligations for the Program(s) shall be executed with at least the same priority as the Servicer executes all of its closed loan purchase and pooling activities for loans of a similar nature, other than as may be affected by the exercise of the Corporation or Compliance Administrator's control of such activities under this Agreement.

(d) The total principal amount of a newly issued MBS Certificate shall not be less than the aggregate unpaid principal balances of the Mortgage Loans in the related Pool as of the issue date of the MBS Certificate.

(e) MBS Certificates may be issued with the special servicing option, as defined in the applicable GSE Guide.

(f) The Servicer covenants to obtain and maintain sufficient applicable Commitment Authority or Pool Purchase Agreements to meet the anticipated needs of the Program.

(g) For MBS Direct Sales, the Corporation (or the Custodian or the Trustee on its behalf) will be obligated to purchase MBS Certificates when issued and delivered on its behalf. Should the Corporation fail to purchase the MBS Certificates from Servicer within the issue month of such MBS Certificates, then the Servicer will have the option to sell the MBS Certificates in a MBS Market Sale, Cash Window Delivery, or other recognized market at such price or prices as the Servicer may deem satisfactory and apply the proceeds thereof to the amount the Corporation was required to pay under Section 4.03 of this Agreement. If sale is completed by Servicer, and the Servicer receives less than the amount the Corporation was required to pay under Section 4.03 of this Agreement, the Corporation agrees to remit funds in an amount equal to such difference to the Servicer within fifteen (15) days of notice of the completed sale.

## **ARTICLE IV**

### **ADDITIONAL SALE AND DELIVERY PROVISIONS**

#### **SECTION 4.01 ESTABLISHMENT OF LOAN RATES**

The Corporation, or the Compliance Administrator on behalf of the Corporation, shall be responsible for specification of Loan Rates through daily delivery of a data file to the Servicer with all of the data via the FTP site established by the parties, and such other processes as may be agreed to by

the parties, and the Servicer may rely on such specifications as provided by the Corporation or the Compliance Administrator on behalf of the Corporation.

Lenders shall be permitted to reserve Mortgage Loans with the Corporation (through its Lender portal) with respect to the Loan Rate in effect for any Business Day between 10:00 a.m. and 8:00 p.m. Eastern Time. The Corporation, or the Compliance Administrator on behalf of the Corporation, shall deliver such reservation information to the Servicer twice daily via the FTP site established by the parties.

The Servicer will monitor Lender performance, and reserves the right to suspend any Lender based on performance, in accordance with Section 2.05(d).

#### **SECTION 4.02 PURCHASE OF MORTGAGE LOANS BY SERVICER**

Upon rate lock reservation by a Lender, a loan number will be provided by the Servicer. All rate locks require delivery and purchase of the related Mortgage Loan by the Servicer by the 60th day following the rate lock reservation date (the "Rate Lock Expiration Date"). The Rate Lock Expiration Date may be extended, if necessary, by the Lender in accordance with procedures agreed to by the parties, with payment of any applicable rate lock extension fee specified by the Corporation and included in the daily file from the Corporation to the Servicer. Any applicable rate lock extension fees and per diem fees will be netted from amounts payable to the Lender from the Servicer and remitted to the Corporation. These fees will only be incurred by the Lender, and collected and remitted by the Servicer to the Corporation or its designated TBA provider, as directed by the Corporation or its Compliance Administrator, on loans that are purchased by the Servicer.

The Servicer agrees to purchase each Mortgage Loan for an amount equal to (i) the outstanding principal amount of such loan, plus (ii) the amount of Lender compensation as established by the Corporation, less (iii) any rate lock extension fees and/or per diem fees.

#### **SECTION 4.03 MBS DIRECT SALE PRICING**

The price to be paid by or on behalf of the Corporation or its designee for any MBS Certificates subject to an MBS Direct Sale, will be equal to 100% of the unpaid principal balance of the MBS Certificates or Mortgage Loans, as applicable, or such other amount as agreed to by the Corporation and the Servicer in writing.

### **ARTICLE V**

#### **REPORTING**

##### **SECTION 5.01 NOTICES AND REPORTS TO THE CORPORATION**

(a) The Servicer shall cooperate with the Corporation, the Trustee, the Compliance Administrator and other representatives and agents of the Corporation in developing and implementing an electronic data exchange process for the exchange of loan reservation data and other data as agreed upon by the Corporation and the Servicer through such time the Mortgage Loans are purchased and pooled by the Servicer.

(b) Unless prohibited by Applicable Requirements, the Servicer shall provide the Corporation, the Trustee, the Compliance Administrator and other representatives and agents of the



Corporation as may be designated by the Corporation, with information regarding delinquencies, foreclosures, and prepayments pertaining to the Mortgage Loans underlying MBS Certificates originated under the Programs, effective as of the previous month-end cutoff.

(c) The Servicer will report to the Corporation any actions of Lenders observed in the administration of the Programs, which, in the reasonable judgment of the Servicer, would have the effect of violating the terms and conditions of the Program, as set forth in the Program Documents.

(d) The Servicer will provide such information, including but not limited to the Servicer's business and its servicing portfolio, as may be reasonably requested from time to time, in order to permit the Corporation to comply with federal and State securities disclosure requirements.

(e) Any notice by the Servicer to the Lenders of updates to its policies or guidelines that would apply to the Programs shall be provided to the Corporation a minimum of 24 hours prior to the time it is provided to the Lenders.

## **SECTION 5.02 REPORTS TO TRUSTEE**

Throughout the term of this Agreement, unless prohibited by the GSE Guides or applicable law, the Servicer shall provide certain reports to the Trustee, including, but not limited to, monthly reports relating to scheduled principal, principal prepayment and interest remittances on MBS Certificates, monthly Subordinate Loan reconciliations, and daily Subordinate Loan remittances, and such other reports as reasonably directed by the Corporation.

## **ARTICLE VI**

### **TERM AND TERMINATION**

#### **SECTION 6.01 TERM OF SERVICING AGREEMENT**

This Agreement shall be in full force and effect as of the Effective Date and shall continue in effect so long as the terms of any Mortgage Loans pursuant to this Agreement shall continue, or until terminated pursuant to the terms of this Agreement. The terms under which the Servicer will acquire Mortgage Loans and sell MBS Certificates shall continue until the two (2) year anniversary date of the Effective Date, and may be renewed upon mutual written agreement of the parties for an additional three (3) year term.

#### **SECTION 6.02 THE CORPORATION'S RIGHT TO TERMINATE WITH CAUSE; REMEDIES**

Upon the occurrence of any one or more of the following events (and after any applicable cure period), the Corporation may terminate this Agreement:

(a) Failure by the Servicer duly to observe or perform in any material respect any covenant, condition or agreement in this Agreement to be observed or performed, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Servicer by the Corporation unless the Corporation shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice is correctable and cannot be corrected within the applicable time period, the Corporation will not unreasonably withhold its consent to an

extension of such time if corrective action is instituted by the Servicer within the applicable period and diligently pursued until the default is corrected.

(b) (i) A decree or order of a court or agency or supervisory authority having jurisdiction for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, shall have been entered against the Servicer and such decree or order shall have remained in force, undischarged or unstayed for a period of 60 days; or (ii) a decree or order of a court or agency or supervisory authority having jurisdiction for the appointment of a receiver or liquidator in any proceedings initiated by the Office of the Comptroller of the Currency, shall have been entered against Servicer and such decree or order shall have remained in force undischarged or unstayed for a period of 48 hours.

(c) The Servicer shall consent to the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings of or relating to the Servicer or of or relating to all or substantially all of its property.

(d) The Servicer shall file a petition to take advantage of any applicable insolvency or reorganization statute, make an assignment for the benefit of its creditors, or voluntarily suspend payment of its obligations.

(e) The Servicer shall admit in writing its inability to pay its debts generally as they become due, file a petition to take advantage of any applicable insolvency or reorganization statute, make an assignment for the benefit of its creditors, or voluntarily suspend payment of its obligations.

(f) A representation of or warranty by the Servicer set forth herein or in the other Program Documents to which the Servicer is a party is false in any material respect, for a period of 30 days after written notice, specifying such breach and requesting that it be remedied, is given to the Servicer by the Corporation, unless the Corporation shall agree in writing to an extension of such time prior to its expiration; provided, however, if the breach stated in the notice is correctable and cannot be corrected within the applicable time period, the Corporation will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Servicer within the applicable period and diligently pursued until the breach is corrected.

Notwithstanding anything to the contrary contained herein, Applicable Requirements may be amended or modified in the future to such an extent that it may become impractical or impossible for the Servicer to perform pursuant to this Agreement, in which event the Servicer shall not be held in default of this Agreement for such failure to perform.

### **SECTION 6.03      SERVICER'S RIGHT TO TERMINATE WITHOUT CAUSE**

Upon at least one hundred twenty (120) days' written notice, the Servicer may resign from the obligations and duties imposed on it pursuant to this Agreement, subject to Section 6.05.

### **SECTION 6.04      THE CORPORATION'S RIGHT TO TERMINATE WITHOUT CAUSE**

Notwithstanding anything to the contrary contained herein, the Corporation may terminate this Agreement at any time, without cause, upon giving the Servicer a minimum of one hundred twenty (120) days' written notice, subject to Section 6.05.

## **SECTION 6.05 EFFECT OF TERMINATION**

On or after the receipt by the Servicer of written notice from the Corporation pursuant to Section 6.02 or Section 6.04, or resignation by the Servicer pursuant to Section 6.03, all authority, power, and obligations of the Servicer under this Agreement shall terminate; provided, however, that (a) any Mortgage Loan for which a reservation has been made prior to the effective date of termination shall, to the extent such Mortgage Loan meets the terms and conditions of this Agreement, be purchased by the Servicer and pooled into a MBS Certificate for sale or delivery by the Servicer; (b) the Servicer shall continue the administration of the funding of any related Subordinate Loan by the Corporation in accordance with this Agreement, and (c) the Servicer shall continue to service all Mortgage Loans and Subordinate Loans that the Servicer is actively servicing pursuant to this Agreement unless this Agreement shall have been assigned to a successor servicer as provided in Section 2.13 hereof.

The Corporation shall be authorized and empowered to execute and deliver, on behalf of the Servicer, as attorney-in-fact or otherwise, any and all documents and other instruments, and to do or accomplish all other acts or things necessary or appropriate, to effect the purposes of any such termination pursuant to the terms of a mutually acceptable limited power of attorney provided by the Servicer. The Servicer agrees to cooperate with the Corporation in effecting the termination of the Servicer's responsibilities hereunder. Upon termination, the Servicer shall be entitled to the payments for services that were rendered prior to such termination.

## **SECTION 6.06 MERGER**

Upon merger by or sale of the assets of the Servicer, the Servicer shall provide notice within a reasonable time after such merger or sale of assets becomes public information, to the Corporation, except for mergers with or sales to entities with ownership and management that is not materially different to that of the Servicer. Thereafter, the Servicer shall provide written notice of the merger or sale of assets to the applicable GSE, and if the applicable GSE raises objections, the Servicer agrees to the termination of this Agreement under terms reasonably acceptable to the Corporation. Any entity into which the Servicer may be merged or consolidated, or any entity resulting from any merger, conversion or consolidation to which the Servicer shall be a party, pursuant to the terms hereof, or any entity succeeding to the business of the Servicer, pursuant to the terms hereof, shall be the successor of the Servicer hereunder and shall assume in writing all of the obligations of the Servicer hereunder.

## **SECTION 6.07 NO REMEDY EXCLUSIVE**

Unless otherwise expressly provided, no remedy herein conferred upon or reserved is intended to be exclusive of any other available remedy, but each remedy shall be cumulative and shall be in addition to other remedies given under this Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing under this Agreement hereof shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation or the Servicer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

## **SECTION 6.08 TRANSFER OF DUTIES**

Upon resignation by the Servicer or termination of this Agreement pursuant to this Article VI, the Servicer shall promptly, but not later than thirty (30) days after the effective date of such resignation

or termination, supply all reports, documents and information which are required by the Program Documents to which the Servicer is a party, and which are customarily provided upon such resignation or termination, to the Corporation and any person or entity designated by the Corporation and shall use commercially reasonable efforts to effect the orderly and efficient transfer of administration to a new servicer designated by the Corporation, including preparation of accounting statements in the form required by the GSEs and delivered to the Corporation, or its designee, of all moneys held and all papers and records pertaining to such Mortgage Loans, and the Corporation shall, as provided herein, provide for reimbursement to the Servicer for any amounts advanced by the Servicer and required to be reimbursed by the Corporation hereunder. Except for the foregoing, Servicer shall have no further obligations after termination.

## **ARTICLE VII**

### **MISCELLANEOUS PROVISIONS**

#### **SECTION 7.01 BOOKS AND RECORDS**

The Servicer agrees to keep proper books, records and accounts (a) in accordance with the GSE Guide and (b) sufficient to comply with reporting requirements applicable to the Bonds imposed by the Code, provided that the Corporation has notified the Servicer in writing of such requirements. The Corporation shall use reasonable efforts to notify the Servicer of the termination of any Bonds, but shall not have any liability for any failure to provide such notice. The Servicer shall make such books and records relating to the performance of Servicer's obligations under this Agreement available for inspection by the Corporation during normal business hours at the office designated by the Servicer and under reasonable conditions upon 14 Business Days' advance notice. The Servicer understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

#### **SECTION 7.02 SERVICER'S ACCESS TO NONPUBLIC PERSONAL INFORMATION; PRIVACY COMMITMENT**

Through normal servicing activities, including the servicing of delinquencies, the Servicer may sometimes obtain nonpublic personal information concerning the mortgagors and their single family residences. All such information must be used in a manner consistent with any applicable laws or regulations regarding disclosure of nonpublic personal information.

The Servicer agrees to comply with the Privacy Commitment attached hereto as Exhibit 1.

#### **SECTION 7.03 AMENDMENTS, CHANGES AND MODIFICATIONS**

This Agreement may be amended, changed, modified, altered or terminated only with the written consent of the parties hereto; provided, however, that the parties hereto agree to modifications hereof to effect programmatic changes made by the Corporation in connection with the Programs which the Servicer and Corporation reasonably determine will not materially increase the burden of the Servicer and for which the Corporation shall provide the Servicer at least thirty (30) days prior written notice.

#### **SECTION 7.04 GOVERNING LAW**

This Agreement shall be construed in accordance with the laws of the State of Florida, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such

laws without reference to the laws of any other state or jurisdiction, except applicable federal laws, rules and regulations. Any judicial proceedings brought hereunder shall be brought in a court of competent jurisdiction located within Leon County, Florida.

**SECTION 7.05 NOTICE**

All notices, certificates or other communications hereunder shall be deemed given when personally delivered, delivered by e-mail, overnight courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to the following addresses. The Corporation or the Servicer may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

As to the Corporation:

Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Attention: Finance Director  
Email: melanie.weathers@floridahousing.org  
or designated successor

With copies to:  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Attention: Homebuyer Loan Programs Director  
Email: charles.white@floridahousing.org  
or designated successor

As to the Servicer:

Lakeview Loan Servicing, LLC  
1301 Virginia Drive, Suite 403  
Fort Washington, PA 19034  
Attention: TPO Operations Manager

With copies to:

Lakeview Loan Servicing, LLC  
1001 Morehead Square Drive, Suite 475  
Charlotte, NC 28203  
Attention: Capital Markets  
  
Lakeview Loan Servicing, LLC  
4425 Ponce de Leon Blvd.  
Coral Gables, FL 33146  
Attention: Brian E. Bomstein

**SECTION 7.06 SEVERABILITY**

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, and in lieu of such invalid or unenforceable provision there shall be added, if possible and agreed upon in writing by the Corporation and the Servicer, a provision similar in terms to this Agreement that may be valid and enforceable.

**SECTION 7.07 FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS**

To the extent permitted by law, the Corporation and the Servicer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Agreement.

**SECTION 7.08 NO RIGHTS CONFERRED ON OTHERS**

Nothing in this Agreement shall confer any right upon any person other than the Corporation and the Servicer.

**SECTION 7.09 MEMBERS AND OFFICERS NOT LIABLE**

This instrument is executed by the members or officers or both of the Corporation and the Servicer in their capacities as said members or officers. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of said members or officers or any other present or future member or officer, agent, counsel, or employee of the Corporation or the Servicer in his or her individual capacity, and none of such persons of the Corporation and the Servicer executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability by the execution thereof.

**SECTION 7.10 [RESERVED.]**

**SECTION 7.11 COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. The parties agree that this Agreements and signature pages may be transmitted between them by facsimile or electronic images and that faxed or electronically imaged signatures shall constitute original signatures and is binding upon the applicable party.

**SECTION 7.12 FORCE MAJEURE**

Notwithstanding anything to the contrary contained herein, no party shall be liable to the other party for any failure or delay on its part to perform, and shall be excused from performing, any of its obligations hereunder if such failure, delay or nonperformance results in whole or in part from any cause beyond the reasonable control of such party, including, without limitation, any act of God; any epidemics or pandemics; any fire, flood or weather condition; any earthquake or other natural disaster; any act of a public enemy, act of terrorism, war, government collapse, government restriction, civil disturbance, riot, explosion, strike or other labor dispute, labor or material shortage, energy crises, blackouts or brownouts; any interruption or shortage of, or failure or delay in, transportation, utilities, networks, material, supplies, equipment, machinery, power or spare parts; and any act of any military or civil authority.

**SECTION 7.13 WAIVER**

No course of dealing and no failure by a party to enforce any provision of or to exercise any right under this Agreement shall be construed as a waiver of such provision or right or affect the validity of this Agreement or limit, prevent or impair the right of any party subsequently to enforce such provision or exercise such right. The waiver by a party of any breach or default of this Agreement by the other party shall be in writing, and will not operate or be construed as a waiver of any subsequent or other breach or default.

**SECTION 7.14 ATTORNEYS FEES AND COSTS**

In the event of any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief

to which that party may be entitled. This provision for the recovery of attorney's fees and costs shall be construed as applicable to the entire Agreement.

#### **SECTION 7.15 CONFIDENTIALITY OF DATA**

(a) The Corporation and the Servicer acknowledge that all financial, statistical, personal, including any and all non-public personal information of a consumer or customer of a disclosing party hereunder (the "Disclosing Party"), technical and other data and information relating to the Disclosing Party's operation which are made available to the other party (the "Receiving Party") in connection with this Agreement, or which become available to the Receiving Party in connection with this Agreement, shall be protected by the Receiving Party from unauthorized use and disclosure. The Receiving Party will take all reasonable measures, including without limitation such measures as it takes to safeguard its own confidential information, to ensure the security and confidentiality of all information provided to it by the Disclosing Party, to protect against all threats or hazards to the security or integrity of the information, and to protect against unauthorized access to or use of the information. Should the Receiving Party experience a confirmed breach of the security of any system it maintains to protect data provided by the Disclosing Party or affecting any of the Disclosing Party's operations or customers, or should the Receiving Party determine, after conducting an appropriate investigation that there has been an unauthorized release of confidential information, the Receiving Party shall notify the Disclosing Party and comply with applicable State and federal law in providing notice to affected borrowers, as applicable. Determinations regarding whether a breach has occurred and/or whether applicable law requires notice be provided to affected borrowers shall be made exclusively and in the sole discretion of the Receiving Party.

(b) Both the Servicer and the Corporation will maintain an information security program that includes administrative, technical and physical safeguards designed to protect the security and confidentiality of the confidential information disclosed by one party to the other party in connection with this Agreement.

#### **SECTION 7.16 SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the successors and assigns of the parties.

#### **SECTION 7.17 SURVIVAL**

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof by the parties hereunder shall so survive the termination of this Agreement, whether by completion of the performance, cancellation, or otherwise. In addition, the terms of Sections 7.02 and 7.15, shall survive the termination of this Agreement.

#### **SECTION 7.18 ENTIRE SERVICING AGREEMENT**

This Agreement (including the Schedules) and the Corporation's RFQ 2022-04 (including Addendum #1) constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces in their entirety any and all prior agreements between the parties with respect to such subject matter, either oral or in writing. In the event of a conflict between this Agreement and the Corporation's RFQ 2022-04, this Agreement shall control.

## **SECTION 7.19 PUBLIC RECORDS**

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by the Servicer in connection with this Contract is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). The Servicer represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

For the purposes of this Section 7.19, the “public agency” is the Corporation, the “contractor” is the Servicer, and the “contract” is this Agreement. Pursuant to Section 119.0701(2)(b), Fla. Stat., the Servicer will be required to comply with public records laws, specifically to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph shall only apply if and when the Servicer is acting on behalf of the Corporation.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor’s duty to provide public records relating to this contract, contact the Corporation Clerk at:**

**Corporation Clerk  
227 N. Bronough Street, Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
E-mail: [Corporation.Clerk@floridahousing.org](mailto:Corporation.Clerk@floridahousing.org)**



## **SECTION 7.20 CONFLICT OF INTEREST**

Subject to limits in this Section 7.20, for the purposes of this Section 7.20, the “corporation” is the Corporation, the “service provider” is the Servicer, and the “contract” is this Agreement.

1. Pursuant to Section 420.512(5), Fla. Stat.:

Service providers shall comply with the following standards of conduct as a condition of eligibility to be considered or retained to provide services. For purposes of paragraphs (a), (b), and (c) only, the term ‘service provider’ means and is limited to a law firm, an investment bank, or a credit underwriter, and the agents, officers, principals, and professional employees of the service provider.

- (a) A service provider may not make contributions in any amounts, directly or indirectly, for or on behalf of candidates for Governor, nor shall any service provider make a contribution in excess of \$100 to any candidate for a member of the State Board of Administration other than the Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.
- (b) The service provider shall not participate in fundraising activities for or on behalf of candidates for Governor in Florida while the service provider is included in an applicant pool from which service providers are selected to provide services to the corporation, while the service provider provides services to the corporation, and for the longer of a period of 2 years thereafter or for a period through the next general election for Governor.
- (c) Service providers shall provide to the corporation a statement that the service provider has not contributed to candidates for Governor or contributed in excess of the amounts allowed by this section for a member of the State Board of Administration or engaged in fundraising activities for or on behalf of candidates for Governor in Florida since the effective date of this section or during the 24 months preceding the service provider’s application to provide services to the corporation, whichever period is shorter.
- (d) The service provider may not engage in prohibited business solicitation communications with officers, members, or covered employees of the corporation.
- (e) If a service provider is in doubt as to whether its activities, or the activities of its principals, agents, or employees, violate the provisions of this section, it may request a declaratory statement in accordance with the applicable rule and s. 120.565, Fla. Stat.
- (f) If the corporation determines that a service provider has failed to meet the provisions of this section, it shall consider the magnitude of the violation and whether there has been a pattern of violations in determining whether to terminate or decline to enter into contracts with the service provider.

2. Section 420.503(33), Fla. Stat., states:

“Prohibited business solicitation communication” means a private written or verbal communication between a member, officer, or covered employee of the corporation and a service provider regarding the merits of the service provider and whether the corporation should retain the services of the service provider. The term does not include:

(a) A verbal communication made on the record during a public meeting;

(b) A written communication provided to each member and officer of the corporation and made part of the record at a public meeting;

(c) A written proposal or statement of qualifications submitted to the corporation in response to a corporation advertisement seeking proposals or statements of qualifications as part of a competitive selection process.

(d) A verbal or written communication related to the contractual responsibilities of a service provider who was selected to provide services or who was included in a pool of service providers eligible to provide services as a result of a competitive selection process, so long as the communication does not relate to solicitation of business.

(e) A verbal or written communication related to a proposed method of financing or proposed projects, so long as the communication does not relate to solicitation of business.

3. By executing this contract, the Servicer certifies that it shall comply with, and is currently in compliance with, Section 420.512(5), Fla. Stat., as amended.

4. The Servicer shall notify the Corporation it knows of any violation of any of the provisions of this Section 7.20.

**SECTION 7.21 E-VERIFY**

The Servicer understands and agrees to comply with the provisions of Section 448.095, Fla. Stat.

**SECTION 7.22 FURNISHING OF OFFERING MATERIALS**

The Servicer agrees to furnish the Corporation with information and materials that are nonproprietary to the operations of the Servicer or restricted under corporate information security policies with respect to the Servicer for inclusion in any preliminary official statement, official statement, remarketing statement or other offering/disclosure document as the Corporation shall reasonably request from time to time in connection with the offer and sale of any Bonds. The Servicer shall provide certificates and opinions, as appropriate, relating to such information and materials as the Issuer shall reasonably request from time to time.

**SECTION 7.23 NO EXCLUSIVE AGREEMENT**

The Corporation reserves the right to engage one or more additional servicers to service mortgage loans and/or subordinate loans pursuant to the Programs.

IN WITNESS WHEREOF, we have set our hands and seals as of the date first written above.

**FLORIDA HOUSING FINANCE  
CORPORATION**



\_\_\_\_\_  
(Signature of Authorized Signer)

Hugh R. Brown

\_\_\_\_\_  
(Printed Name of Authorized Signer)

General Counsel

\_\_\_\_\_  
(Title of Authorized Signer)

**LAKEVIEW LOAN SERVICING, LLC**



\_\_\_\_\_  
(Signature of Authorized Signer)

GARY MANFREDI

\_\_\_\_\_  
(Printed Name of Authorized Signer)

SVP

\_\_\_\_\_  
(Title of Authorized Signer)

## SCHEDULE A

### ONE-TIME SERVICER FEES AND SERVICE RELEASE PREMIUM GRID (GOVERNMENT AND CONVENTIONAL)

The daily par rate is established by using the Mortgage News Daily 30-year rate, rounded to the nearest 0.125 ([http://www.mortgagenewsdaily.com/mortgage\\_rates/](http://www.mortgagenewsdaily.com/mortgage_rates/))

Lakeview will pay Florida Housing for excess servicing on Conventional loans up to 25 basis points (50 basis points total servicing) max allowable by GSEs.

This grid may be updated by Lakeview, provided that no updates may be made, unless mutually agreed by the parties, prior to March 1, 2023 and no more often than once every six months thereafter, with at least one month's notice of any change.

Relative to Par	Avg. Rate	19	31.5	44	56.5	69	25	XS
-1	5.375	0.288	0.822	1.345	1.889	2.407	0.786	1.18
-0.875	5.500	0.286	0.798	1.317	1.856	2.385	0.789	1.16
-0.75	5.625	0.266	0.773	1.286	1.820	2.343	0.792	1.14
-0.625	5.750	0.246	0.763	1.253	1.781	2.299	0.794	1.12
-0.5	5.875	0.225	0.737	1.237	1.742	2.253	0.791	1.10
-0.375	6.000	0.220	0.709	1.202	1.718	2.223	0.787	1.07
-0.25	6.125	0.198	0.695	1.165	1.674	2.172	0.783	1.06
-0.125	6.250	0.175	0.664	1.141	1.626	2.116	0.777	1.04
<b>Par</b>	<b>6.375</b>	<b>0.152</b>	<b>0.633</b>	<b>1.102</b>	<b>1.579</b>	<b>2.061</b>	<b>0.768</b>	<b>1.028</b>
0.125	6.500	0.145	0.600	1.059	1.544	2.000	0.759	1.01
0.25	6.625	0.120	0.581	1.013	1.489	1.951	0.751	0.98
0.375	6.750	0.094	0.545	0.983	1.431	1.883	0.740	0.95
0.5	6.875	0.068	0.508	0.935	1.388	1.812	0.728	0.93
0.625	7.000	0.059	0.470	0.885	1.327	1.756	0.719	0.90
0.75	7.125	0.034	0.430	0.833	1.263	1.680	0.711	0.79
0.875	7.250	0.008	0.410	0.779	1.198	1.602	0.699	0.72
1	7.375	0.000	0.371	0.745	1.131	1.523	0.685	0.64
1.125	7.500	0.000	0.330	0.692	1.083	1.460	0.674	0.63
1.25	7.625	0.000	0.307	0.636	1.014	1.377	0.664	0.64
1.375	7.750	0.000	0.265	0.596	0.942	1.291	0.652	0.63
1.5	7.875	0.000	0.227	0.544	0.875	1.211	0.635	0.64
1.625	8.000	0.000	0.188	0.492	0.829	1.131	0.620	0.64

Lakeview Fee Schedule:	
Funding Fee	\$400.00
Tax Service Fee	\$75.00
Flood Certification Fee	\$10.00

Lakeview does not charge any fees associated with subordinate mortgages, whether amortizing or deferred. All Lakeview fees are reflected in this Schedule A.

Lakeview will service FICOs as low as 620. The SRP will not change. However, a 50-basis point price adjuster will be applied to the purchase price from the lender for FICOs between 620-639. The foregoing is subject to revision by the mutual agreement of the parties by email or other writing.

Lakeview allows manufactured housing loans without limits on volume with the following parameters: 43% DTI, minimum FICO 660, doublewides or greater only. No LLPA will be charged for this property type. Lakeview does not allow for land loans. The foregoing is subject to revision by the mutual agreement of the parties by email or other writing.

## EXHIBIT 1

### PRIVACY COMMITMENT

In accordance with the terms of the Servicing and Sale Agreement, Servicer agrees to the terms of this Privacy Commitment (“**Privacy Commitment**”) as set forth below. Terms used in but not otherwise defined in this Privacy Commitment shall have the meanings set forth in the Agreement.

1. **Definitions.** “**Agreement**” means any circumstances in which Servicer receives Confidential Information in connection with its duties and responsibilities pursuant to the Agreement. “**Breach**” means the unauthorized access to, use of, or disclosure of Confidential Information, or any breach of Servicer’s security related to areas, locations or computer systems, which contain any Confidential Information, including, without limitation any instance of theft, unauthorized access by fraud, deception or other malfeasance, or inadvertent access, whether caused by Servicer’s employee, Subcontractor or any third party. “**Confidential Information**” means any information, including NPPI, which Servicer obtains, maintains, processes, transmits or otherwise is permitted to access from or about the Corporation or its Consumers. “**Consumer**” means an individual (i) whose information is provided to Servicer in connection with the origination, purchase or servicing of a Mortgage Loan by Servicer; (ii) who has obtained or applied for a Mortgage Loan or (iii) who is identified on a list or file provided by the Corporation or a Participating Lender. “**FFIEC**” means the Federal Financial Institutions Examination Council’s standards and requirements. “**NPPI**” means any nonpublic personal information from or about Consumers that: (i) relates to any Consumer; (ii) relates to, or derives from, any transaction between the Corporation and Consumers; or (iii) is a list, description or other grouping of Consumers. NPPI includes, but is not limited to, application, primary or other account numbers, account and transaction information, Consumer names and addresses, consumer credit report information or information derived therefrom, and the fact that an individual is or was a customer of the Corporation. “**Policies**” means Servicer policies, procedures, internal controls, and training materials. “**Subcontractor**” means any individual or business entity or other agent that has a business arrangement with Servicer, by contract or otherwise, whereby such individual or business entity has access to Confidential Information.

2. **Use and Confidentiality of Confidential Information.** Except as otherwise expressly provided in the Agreement, Servicer shall: (a) use Confidential Information solely for performing its obligations pursuant to the Agreement; (b) not sell, rent, lease or otherwise directly or indirectly disclose Confidential Information to any third party without the Corporation’s prior written consent, other than in connection with its obligations pursuant to the Agreement; (c) take all reasonable steps to protect the confidentiality of Confidential Information, using the same standard of care used to protect its own confidential information; (d) give access to Confidential Information only to those employees or Subcontractors who have a need to know in connection with the performance of Servicer’s obligations pursuant to the Agreement; (e) not copy or otherwise duplicate Confidential Information except as necessary to fulfill its obligations pursuant to the Agreement; (f) comply at all times and in all respects with laws and regulations applicable to its business, and the access to and use of NPPI, including, but not limited to, privacy laws and consumer protection laws; and (g) neither store nor allow access to Confidential Information outside of the United States. For the purposes of this Section 2, Subservicer’s “obligations pursuant to the Agreement” shall include its servicing of the Mortgage Loans and Subordinate Loans, and other provision of products and services to Consumers in the ordinary course of its business, as subject to Applicable Requirements.

3. **Exclusions; Exceptions.** The confidentiality obligations contained herein do not apply to Confidential Information that: (a) is, at the time of disclosure to Servicer, becomes, through no act or omission of Servicer, a part of the public domain (except that NPPI remains subject to such obligations regardless of its availability in the public domain); (b) was in Servicer's lawful possession without an accompanying secrecy obligation prior to the disclosure, as documented in Servicer's written records; (c) is hereafter lawfully disclosed to Servicer by a third party without an accompanying secrecy obligation or breach of any duty or Agreement by which such party is bound; or (d) is independently developed by Servicer, as documented in Servicer's written records. This Privacy Commitment shall not be deemed to prohibit disclosures: (i) required by applicable law, regulation, court order or subpoena, provided that prior notice of such disclosure has been given to the Corporation; (ii) as required by governmental authorities with jurisdiction over Servicer; or (iii) to Servicer's professional auditors and counsel, provided that such advisors are obligated to maintain the confidentiality of such information.

4. **FFIEC.** Servicer shall meet or exceed industry standards, including, but not limited to, FFIEC, as the same may be revised from time to time, as a means to protect any information concerning Consumers and to prevent any compromise of Servicer's information systems, computer networks or data files. Servicer shall be required to pay all expenses associated with complying with FFIEC. Servicer shall provide the Corporation with a listing of all Servicer systems that process, transmit or store NPPI annually and upon request by the Corporation.

5. **Subcontractors.** Servicer shall (a) have a vendor management program for Subcontractors that includes risk management commensurate with the level of risk involved and Servicer's industry, and (b) provide a summary of such program to the Corporation. If Subcontractors have access to NPPI, such Subcontractor must provide the same due diligence information to the Corporation as is required of Servicer hereunder. Servicer shall be liable for all acts and omissions of Subcontractors as if such acts and omissions were attributable to Servicer itself. If Servicer is permitted to transmit any Confidential Information to any Subcontractor under the terms of the Agreement, then: (i) the mode of transmission must be at least as secure as the mode by which the Corporation transmitted Confidential Information to Servicer; and (ii) Servicer shall require that its Subcontractors comply with the terms set forth herein. Notwithstanding anything to the contrary herein, Subcontractors shall not have access to NPPI without the Corporation's prior written consent.

6. **Information Security and Other Standards.** Servicer represents, warrants, and covenants that Servicer:

a) has in place and follows a comprehensive written information and data security program which includes appropriate administrative, technical, physical, and disaster recovery safeguards (including a documented response program) designed to meet all requirements of applicable law and Servicer's industry standards, including, but not limited to, the Interagency Guidelines Establishing Standards for Safeguarding Customer Information (12 C.F.R. 30, et. seq.), the Gramm-Leach-Bliley Act, and the Fair Credit Reporting Act, as each may be amended from time to time, in order to (i) ensure the safety and confidentiality of Confidential Information; (ii) protect against unauthorized access to, disclosure of, or use of Confidential Information; (iii) protect against anticipated threats or hazards to the security or integrity of Confidential Information; and (iv) properly dispose of Confidential Information;

b) maintains a written business continuity and disaster recovery plan (collectively, "BCP/DR") consistent with the best standards and practices of the BCP/DR industry. BCP/DR

includes data backup for Services hosted by Servicer. Servicer agrees to deliver summaries of its BCP/DR to the Corporation upon request. the Corporation requires notification within 24 hours of a major disruption involving Services provided by Servicer;

c) shall implement tools and processes including, but not limited to, system hardening in accordance with industry standards, to prevent (i) the transmission of attacks on the Corporation via the network connections between the Corporation and Servicer; and (ii) unauthorized access to the Corporation systems via Servicer's networks and access codes;

d) will perform a penetration test acceptable to the Corporation annually on or before the anniversary date of this Privacy Commitment and will perform a vulnerability scan at least quarterly (such penetration test and vulnerability scans shall be referred to collectively as "Test(s)") on all Services hosted by Servicer. The Corporation may perform similar Tests for those Services hosted by Servicer. If any vulnerabilities and/or issues are identified by such Tests that result in the Service being noncompliant with FFIEC ("Issues"), then within an industry acceptable time frame, all Issues will be remediated by Servicer to the extent necessary to make the Service and the Corporation's use thereof compliant with FFIEC. Servicer will conduct a Test to validate such remediation. If Servicer is unable to remediate any Issues, the Corporation may terminate the Agreement upon notice without penalty; and

e) will ensure that the Servicer: (i) if accessible by Consumers via the internet, is compliant with WCAG 2.1AA or its equivalent, as may be updated from time to time; and (ii) utilizes multifactor authentication, fraud monitoring and reporting that meets or exceeds FFIEC if the Service stores or processes NPPI or allows the transfer of funds by a Consumer.

7. **Data Security and Audit**. Servicer has implemented and maintains a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (a) ensure the confidentiality, availability, and integrity of Consumer data in Servicer's possession, custody, or control; (b) protect against unauthorized access to and use of Confidential Information in Servicer's possession, custody, or control; (c) protect against threats or hazards to the security or integrity of Confidential Information that is in Servicer's possession, custody, or control; and (d) dispose of Consumer data in Servicer's control in a manner consistent with best industry practices.

Servicer shall maintain, at its own expense, applicable certifications or audit reports as follows:

i. Servicer annually engages an internationally recognized independent third party auditor to review and report on the measures in place associated with Servicer's operations. These measures or related certifications are based on standards as defined in certificate.

ii. Servicer agrees to maintain current SSAE SOC 1 Type 2 audits covering the Services (or cause its subservicer to maintain current SSAE SOC 1 Type 2 Audits and itself maintain current SSAE SOC 2 Type 2 audits), as such audit standards may be updated from time to time, and provide such audit report to the Corporation annually and upon request. Servicer will provide such audit report to the Corporation no later than the last day of the first quarter of each calendar year. The report must include at least six (6) months of the calendar year. If such audit report does not cover a full calendar year,



Servicer will provide a bridge letter to address the portion of the year not covered by such audit report.

Servicer will provide to the Corporation copies of the above-referenced certifications or full reports and all updates thereto upon request. The Corporation shall be entitled to receive a copy of the current reports and updates. The Corporation may make such report available to its agents and auditors subject to reasonable confidentiality terms. Upon the Corporation's request, Servicer shall inform the Corporation (via summaries or explanations) regarding the applicable certifications and audit standards, such as remediation efforts and business impacting events.

Servicer agrees to cooperate in the Corporation's monitoring of Servicer's compliance with its privacy and security obligations as reasonably requested by the Corporation from time to time, including, without limitation, by providing the Corporation with an opportunity to review and obtain copies of relevant audits, test results, reports and similar materials that Servicer might prepare or have prepared for it from time to time.

Servicer further agrees to cooperate in the Corporation's monitoring of Servicer's compliance with the obligations contained in the Agreement and this Privacy Commitment as reasonably requested by the Corporation.

8. **Breach**. Servicer shall take appropriate actions to address any Breach, and shall maintain a written plan to manage Breaches. At a minimum, Servicer shall: (a) notify the Corporation within twenty-four (24) hours after Servicer has determined that any Breach has occurred; and (b) stop the Breach immediately. In the event of a Breach, Servicer shall further provide to the Corporation, in writing, any details concerning the Breach that the Corporation may reasonably request. In the event of a Breach and in addition to any other amounts that might be due under the Agreement, Servicer shall pay the reasonable and documented costs incurred by the Corporation in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the Breach; (b) providing notification of the Breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by applicable law) and to Consumers whose NPPI may have been accessed or acquired; (c) providing credit monitoring service to Consumers whose NPPI may have been accessed or acquired for a period of one year after the date on which affected Consumers were notified of the unauthorized access or acquisition; (d) costs of fines assessed due to the Breach; and (e) operating a call center to respond to questions from Consumers whose NPPI may have been accessed or acquired for a period of one year after the date on which such Consumers were notified of the unauthorized access or acquisition. Servicer shall, at its sole expense, implement an action plan to correct the Breach and prevent the continuation of such Breach within an industry acceptable time frame, and shall promptly notify the Corporation of the corrective action and measures taken, including but not limited to a final forensic report. Servicer will provide the Corporation with a single point of contact that is available 24/7/365 in the event the Corporation needs to reach Servicer regarding an emergency situation or Breach.

9. **BSA; OFAC; CIP; Red Flags**. If Servicer is required by applicable law to maintain an anti-money laundering program, or if the Services include (a) onboarding customers or accounts, including, but not limited to, verification of customer identity, or (b) facilitating the movement of money, funds or transactions either directly or through an intermediary, then Servicer represents and warrants that:

(i) Servicer has a compliance officer responsible for day-to-day anti-money laundering and Office of Foreign Asset Control (“**OFAC**”) compliance functions.

(ii) Servicer maintains and monitors and shall provide to the Corporation upon request: (A) its Policies with respect to the subsections below; (B) Servicer’s reporting under such Policies; (C) the results of Servicer’s monitoring of any of the Policies; (D) any corrective action made to the Policies as a result of such monitoring; and (E) a certification in a form that the Corporation may reasonably request regarding Servicer’s compliance with this Section. Servicer has Policies and job specific training in place designed to:

(1) comply with the Bank Secrecy Act (“**BSA**”) and the associated anti-money laundering laws and regulations to deter and prevent money laundering and terrorist financing, including, but not limited to, policies, procedures and training regarding (i) verifying customer identification, (ii) know your customer and customer due diligence standards, (iii) economic sanctions and OFAC screening, and (iv) creating and retaining records regarding subsections (i) – (iii) above;

(2) prevent, detect, and report suspicious activities as defined by the U.S. Department of the Treasury;

(3) compare customer and non-customer names against OFAC and Section 311 Special Measures lists, and ensure appropriate action is taken, including (i) blocking accounts, reporting, and keeping records of OFAC specially designated nationals, and (ii) rejecting transactions, reporting and keeping records of OFAC non-specially designated nationals and Special Measures designations name matches and violations of any of the sanctioned country programs OFAC enforces; and

(4) detect, prevent and mitigate the risk of identity theft relating to Consumers, including, but not limited to, Policies to detect patterns, practices, or specific activities that indicate the possibility of identity theft (“**Red Flags**”), and Servicer shall ensure that any Services are conducted in accordance with such Policies.

(iii) If Servicer performs customer identification and verification (“**CIP**”) services, Servicer agrees to (i) comply with customary industry procedures in the performance of such services; (ii) provide an annual certification attesting to compliance with such CIP procedures. Notwithstanding anything to the contrary contained in the Agreement, Servicer shall be obligated to perform CIP services in compliance with the Agreement and applicable law.

(iv) Servicer engages independent auditors at least every two years to review and evaluate Servicer’s compliance with Servicer’s Policies and applicable laws. Servicer will promptly notify the Corporation of any significant deficiencies identified by governmental authorities or internal or external auditors such as Matters Requiring Attention or business issues rated as high or critical.

10. **Miscellaneous**. This Privacy Commitment will survive the termination or expiration of the Agreement. Breach of this Privacy Commitment shall constitute a breach of the Agreement. This Privacy Commitment may be modified or terminated only by written agreement signed by both parties.

This Privacy Commitment shall be governed by the law of the State, without regard to principles of conflicts of law.