



LOAN SERVICING AGREEMENT

Del Toro Loan Servicing, Inc.

This Loan Servicing Agreement, including all referenced addendums, fee schedules and exhibits (together the “Agreement”) is between **Del Toro Loan Servicing, Inc.**, a real estate broker licensed by the State of California (BRE License No. 01525608) (“Servicing Agent”) and the lender or lenders whose signatures appear below and in counterparts to this Agreement (collectively, the “Lender”) (Servicing Agent and Lender may be referred to individually as a “Party” and collectively as “Parties”).

The parties agree as follows:

1.0 Scope.

1.0.1 Lender retains Servicing Agent as Lender’s agent to employ commercially reasonable and prudent practices to collect all scheduled payments from a borrower, including the final payoff, and protect the security on present and future loans, which shall be subject to this Agreement (each a “Loan”), which Loan may be secured by the real property it is intended for (each a “Property”). Servicing Agent shall consult with and follow instruction from Lender on non-routine collection matters. If the Loan is owned by multiple Lenders (a “Multi-Lender Loan”), Servicing Agent shall consult with all Lenders but shall only follow instructions from the Majority. As used in this Agreement, the term “Majority” shall mean the Lenders who own more than 50% of the recorded beneficial interest in a note evidencing a Loan (more than 50% of the undivided interests in a note), exclusive of any interest of a licensed real estate broker that is the issuer or servicer of the Loan, or any affiliate of that licensed real estate broker. A default upon any interest in a note shall constitute a default upon all interests. The Majority may determine and direct the actions to be taken on behalf of all lenders in the event of default or with respect to other matters requiring the direction or approval of Lender, including but not limited to, (a) designation of brokers, servicing agents or others acting on their behalf; and (b) the sale, encumbrance or lease of a Property which may be owned by Lender as the result of foreclosure or receipt of a deed in lieu of foreclosure. In situations where Servicing Agent is required to collect a vote and act as power of attorney or trustee in the execution of the Majority’s request, there will be, in most cases, a fee which may or may not be able to be passed on to your borrower (the “Borrower”).

1.0.2 Funds received from Borrower shall be applied toward the Loan in the following order: (a) interest due for the period for which the payment applies; (b) any fees owed to Servicing Agent, its agents, vendors and contractors; (c) late fees; (d) fees owed to Lenders; (e) fees owed to outside vendors; and (f) principal balance.

2.0 Term and Termination. This Agreement shall become effective (the “Effective Date”) upon the date an Agreement is signed by all Lenders and accepted by Servicing Agent. Additionally, should Servicing Agent act in good faith, in expectation of this agreement and with Lender’s intent, Servicing Agent is entitled to be compensated per the terms of this Agreement. With respect to a Loan, this Agreement shall terminate when any of the following occurs: (a) the Loan is paid in full and reconveyance of the deed(s) of trust securing the Loan has been filed; (b) Servicing Agent provides thirty (30) days’ written notice to terminate to Lender; (c) Lender provides thirty (30) days’ written notice to terminate to Servicing Agent, in which case Lender shall immediately pay Servicing Agent any advances made on Lender’s behalf, pursuant to Section 5.0, Servicing Agent’s percentage of late charges due from Borrower, and a fee in the amount of forty five and 00/100 (\$45.00) per loan terminated; or (d) unless Servicing Agent is providing Lender services as outlined in Section 10.0, recordation of a trustee’s deed following a foreclosure of the Loan. Prior to the effectiveness of any termination, Servicing Agent shall deliver to Lender all of Lender’s funds, appropriate accounting, and all necessary documentation. Servicing Agent’s duties and responsibilities are not considered automatically terminated after the foreclosure of the Property. Notwithstanding anything in the preceding, the Majority or Lender shall not cancel this Agreement after the foreclosure of the Property has occurred and reverted back to the Lender until thirty (30) days have lapsed from the time the Property was foreclosed on and so reverted.

3.0 Specific Loan Servicing Functions.

3.0.1 Servicing Agent shall: (a) issue payment coupons or monthly statements to the Borrower directing Loan repayment to Servicing Agent; (b) issue payoff demands, beneficiary statements and mortgage ratings; (c) demand, receive and collect all Loan payments (d) approve, collect and process payoffs, all of which will be deposited immediately, by the next business day, into Servicing Agent’s trust account maintained in accordance with BPP 10238(k) within the provisions for trust accounts of licensed real estate brokers. Although Servicing Agent is required to release funds to Lender within thirty (30) days of receipt (within 25 days if the Loan is a Multi-Lender Loan) **It is Servicing Agent’s policy to release to Lender the Borrower payments made in the form of personal checks, cashier’s check or certified funds after an eight (8) day hold. Borrower payments received in the form of a wire will be released to Lender after a two (2) day hold**); (e) issue annual income tax statements to the Borrower and Lender; (f) answer Borrower inquiries, demands and requests; (g) grant appropriate payment deferrals, but not of the maturity of the Loan, unless approved by Lender or the Majority in the case of a Multi-Lender Loan; (h) if so retained, monitor the continued effectiveness and claims on any property insurance

as listed in the Loan escrow instructions; (i) request and receive notices of default on senior liens; (j) if so retained, receive notices of property tax delinquencies; (k) with the consent of Lender or the Majority, as the case may be, submit reconveyances, partial or otherwise, substitute trustees pursuant to Civil Code Section 2934a, initiate and direct judicial or non-judicial foreclosure of the Loan, as Lender or the Majority deem appropriate and, with such consent, communicate to the trustee or sheriff the amount of any credit bid; (l) monitor the continued effectiveness and claims on any property insurance listed in the Loan escrow instructions; and (m) promptly forward copies to each Lender of: (i) any notice of trustee sale filed on behalf of Lender and (ii) any request for reconveyance of the deed of trust to Lender. Servicing Agent shall promptly communicate to Lender any material information about collection of the Loan and the source of non-borrower Loan payments. Servicing Agent shall furnish to Lender a list of names and addresses of all lenders holding an interest in a note upon five (5) days written notice. If necessary, Servicing Agent may produce a copy of this Agreement to third parties as evidence of its authority.

3.0.2 There are services that Servicing Agent will not perform, **without specific instructions** from Lender(s), including but not limited to: (a) initiating a foreclosure process; (b) force place insurance and (c) adjusting interest rates to include a default interest penalty.

3.0.3 Servicing Agent will not commingle its assets with Lender's payments. All Lender and borrower funds will be held in a segregated, monthly reconciled, quarterly audited, non-interest bearing trust account.

3.0.4 A broker or person who becomes the servicing agent for notes or interest sold pursuant to Business and Professions Code 10238, upon which payments due during any period of three consecutive months in the aggregate exceed one hundred twenty-five thousand dollars (\$125,000) or the number of persons entitled to the payments exceeds one hundred twenty (120), shall file the notice required by subdivision with the commissioner within 30 days after becoming the servicing agent of the note. Said broker or person is required to have all trust accounts audited by a certified public accountant, and those results will be forwarded to the Bureau of Real Estate.

4.0 Majority Rule Provision. The Majority shall make all decisions with regard to the event of default under the Loan for all items for which the Majority needs to vote, as outlined in Section 1.0. If Servicing Agent has concerns as to who and what constitute the Majority, receives or becomes aware of any conflicting demands or claims with respect to this Agreement, or with respect to the Borrower, Lender(s), or with respect to any money or property Servicing Agent is servicing, Servicing Agent will notify all parties and shall have the right to discontinue any and all of its required actions under this Agreement until such conflict is resolved to the satisfaction of Servicing Agent. Lender agrees to be bound by Majority rule and will indemnify and hold Servicing Agent harmless for actions Servicing Agent has taken on behalf of Lender pursuant to the direction of the Majority, and Lender shall pay all costs, including but not limited to costs, fees, and reasonable attorneys' fees. In situations where Servicing Agent is required to collect a vote and act as power of attorney or trustee in the execution of the Majority's request, there will be, in most cases, a fee, which may or may not be able to be passed on to a Borrower.

5.0 Protective Advances. If the Loan is a Multi-Lender Loan, Lender shall make such advances as approved by the Majority. If Lender is the only owner of the Loan, Lender shall make such advances that are necessary and prudent to protect and to collect Lender's interest in the Loan. If the Loan is a Multi-Lender Loan and a Lender fails to make advances approved by the Majority ("Non-Advancing Lender"), other owners of the Loan are authorized to advance the amount Non-Advancing Lender failed to advance and to receive payment in full with interest at 10% per annum, (or note rate, whichever is greater) before any further payments to Non-Advancing Lender. Furthermore, the remaining owners of the Loan shall also have the option, exercisable within 30 days after Non-Advancing Lender's default, to purchase Non-Advancing Lender's interest in the Loan at **100.00%** of what is owed to Non-Advancing Lender minus any amounts owed by Non-Advancing Lender, payable within fifteen (15) days after the election to purchase is made. Servicing Agent, in its absolute discretion, may advance its own funds to protect the security of Lender's Loan, including advances to cure senior liens, property insurance, foreclosure expenses, repair, advertising, litigation expenses and similar items, but not Loan payments. Servicing Agent shall be reimbursed such advances, with interest at ten percent (10%) per annum (or note rate, whichever is greater), from the first received Loan payment after an advance by Servicing Agent, or within ten (10) days after a written request to Lender. To secure Servicing Agent's advances, Lender hereby irrevocably assigns to Servicing Agent, to the extent of advances owed to Servicing Agent, the Loan payments received after an advance is made.

6.0 Loan Documents. Servicing Agent can retain custody of an original note and deed of trust for the Loan or assignment thereof, for a monthly fee ("Note Custodian Fee"). If the Loan is a Multi-Lender Loan, the Lender with the highest percentage of ownership of the Loan can request possession (disposition will be decided by majority vote of all of Lenders). If Servicing Agent retains custody of the original note and deed of trust for the Loan or assignment thereof, the deed of trust or assignment shall be recorded in accordance with Business and Professions Code Section 10233.2. Due care will be taken by Servicing Agent to protect and secure said documents. Should any loan documents be lost or destroyed for reasons other than gross negligence, Lender agrees to hold Servicing Agent harmless.

7.0 Compensation. For its services, Servicing Agent shall be paid the fees reflected in Del Toro's Fee Schedule, including all late fees and/or default rates collected and a percentage of all prepayment penalties and/or interest guarantee paid. Servicing Agent is owed a fee based on services rendered, not Borrower's payment performance. Should Borrower default on their obligation to Lender resulting in

ownership of a Property by Lender, balances due to Servicing Agent must be paid in full before the issuance of trustee's deed upon sale. A foreclosure of a Property resulting in Lender being "foreclosed out" will cause balances due to become an unsecured debt by Lender.

Services performed by Servicing Agent that fall outside the normal scope of business ("Additional Services") will be billed to Lenders on a "per job" basis at the rates reflected in Del Toro's Fee Schedule. Servicing Agent's performance of Additional Services will require the prior approval of Lender or the Majority. Servicing Agent's services and fees are available at www.DelToroLoanServicing.com. Fees are subject to change. Lender (or Majority if the Loan is a Multi-Lender Loan) may avoid being subject to changes in fees by providing Servicing Agent thirty (30) days written notice to terminate. Lender's failure to provide Del Toro such notice shall be deemed as Lender's acceptance of such fees.

Servicing Agent shall receive a setup fee at the time of submission. If said fee is absent from the set up package, Lender acknowledges that Servicing Agent will debit Lender proceeds, unless other arrangements are made, to recover amounts owed for this and any other services, earned by Servicing Agent.

Lender acknowledges and agrees that: a) Servicing Agent's compensation described in this Agreement, including this Section 7.0, are based on extensive financial planning and risk management assessment performed by Servicing Agent and are a necessary aspect of Servicing Agent's business operation, the receipt of which are critical to the continuing operation of Servicing Agent; b) the monthly servicing fees are calculated on the assumption that the Loan is performing and can be serviced within a limited automated system; c) services provided by Servicing Agent which exceed the ordinary automated process, especially if the Borrower fails to pay, result in significant additional cost to the operation of Servicing Agent's business; d) Servicing Agent has earned and is entitled to all compensation described in this Section 7.0, including, but not limited to upon accrual of late charges and/or default interest, prepayment penalties, and any other fees to which Servicing Agent may be entitled hereto; e) any agreement reached between Lender and the Borrower to waive or decrease any such Fees owing by the Borrower shall not result in a correlating decrease in the fees owing to Servicing Agent; f) Lender does not have the authority to waive or decrease the Fees owing to Servicing Agent without express written authorization from Servicing Agent; and g) Servicing Agent shall be entitled to receive all Fees owing under this Section 7.0, unless Servicing Agent waives or reduces such Fees in writing. In the event Lender waives or decreases any Fees owing by Borrower, including but not limited to late charges, default interest, and prepayment penalties, Servicing Agent shall still be entitled to its share of such Fees and Lender shall be liable for such payment.

Lender acknowledges and agrees that, unless payment of extraordinary servicing fees (i.e. responding to legal requests, qualified written requests, and subpoenas; servicing issues resulting from levies, audits, inaccurate account information provided to Servicing Agent and TEFRA withholding; and editing, correcting or updating information in the servicing file, whether such actions are caused by Lender, Borrower or another third party, requests for duplicate statements and reports) are addressed in the Loan Documents, Lender shall be obligated to pay Servicing Agent's fees for such extraordinary services.

Servicing Agent shall have the right to and is authorized by Lender to deduct any outstanding amounts owing by Lender to Servicing Agent for the Loan from the proceeds of a payoff and borrower payments of any other loans that Servicing Agent is servicing on behalf of Lender, or Lender's affiliates.

Amounts due Servicing Agent shall accrue interest at ten percent (10%) or the rate of the note, whichever is greater.

8.0 Matured and Inactive Loans.

8.0.1 Servicing Agent cannot and will not apply payments toward a matured loan. Upon the maturity of a loan, delivery of statements, late notices, balloon notices etc. cease. In the event the maturity date of the Loan arrives without a payoff, a pending payoff, commencement of a foreclosure or formal extension of the maturity date, Lender authorizes Servicing Agent to automatically extend the maturity date of the Loan for ninety (90) days ("Automatic Extension") for a fee of at least one hundred and 0/100dollars (\$100.00) (refer to Servicing Agent's current Services and Rates Schedule) ("Automatic Extension Fee"). This extension is necessary, due to industry rules and regulations and best practices. During an extension, Servicing Agent will issue to Borrower a new balloon notice and, thirty (30) days prior to a new maturity date, will provide to Borrower an updated demand letter reminding them of the new maturity date and amounts due. The Automatic Extension Fee shall be due and payable from Lender unless Lender includes a provision in the Note, or subsequent agreement, requiring Borrower to pay for the extension. Lender's authorization of the Automatic Extension is continuing, and Servicing Agent is authorized to provide the Automatic Extension and collect the Automatic Extension Fee upon the arrival of each extended maturity date until the sooner of: a) payoff/pending payoff of the Loan; b) Lender and Borrower enter into a formal written agreement extending the maturity date, which agreement has been reviewed and approved by Servicing Agent in accordance with this Section 8.0.1 of this Agreement; or c) commencement of a foreclosure. Furthermore, a matured or inactive loan requires to receive Specialized Loan Servicing, and will receive such servicing upon it becomes matured or inactive.

8.0.2 As applicable to the Loan, Servicing Agent is required to comply with the California Civil Code and the Federal Real Estate Settlement Procedures Act with regard to delivery of notices of transfer of servicing to borrowers. If a loan is "inactive" for a period of six (6) consecutive months, Servicing Agent shall terminate this Agreement for cause and shall deliver a notice of

termination to Lender(s). Within thirty (30) days of the notice of termination, Servicing Agent shall deliver a notice to the borrower(s) on the Loan advising that Servicing Agent is no longer the servicer on the Loan. If Lender(s) has not provided written information to Servicing Agent regarding the name, address and contact information for the new (transferee) servicing agent, Servicing Agent shall include Lender's contact information on the Notice of Servicing Transfer sent to borrower(s). For the purposes of this paragraph, an "inactive" file is defined as a loan transaction with an outstanding principal balance and one or more of the following: (1) borrower is in default on the loan and has failed to tender a payment, contact Servicing Agent, or respond to notices (written or electronic) and/or telephone calls from Servicing Agent for a period of six (6) consecutive months *and* Lender has not responded to requests from Servicing Agent for direction regarding borrower's loan (i.e. refer to foreclosure, transfer file to a new servicing agent, modify loan terms, etc.); or, (2) borrower is in default on the loan and Lender(s) has failed to advise Servicing Agent of a change in Lender's mailing address or contact information and Lender(s) has not otherwise corresponded with Servicing Agent for a period of six (6) consecutive months. **THE STATE OF CALIFORNIA REQUIRES US TO NOTIFY YOU THAT YOUR UNCLAIMED PROPERTY MAY BE TRANSFERRED TO THE STATE IF YOU DO NOT CONTACT US.**

If the loan transaction is "inactive" for a period of three years, and there are funds in Lender's trust account, California State Law requires Servicing Agent to transfer the funds in the trust account to the State of California.

9.0 Tax, Insurance and Senior Lien Tracking. Servicing Agent may, upon written request by Lender, provide to Lender tax, insurance and senior lien tracking services.

10.0 Real Estate Owned. Upon Lender's written request, Servicing Agent will act as Lender's agent to liquidate any real estate acquired by Lender in foreclosure of the Loan. If Lender is the sole owner of the Loan, Lender can take title to a Property ("REO"). If the Loan is a Multi-Lender Loan and the Majority does not direct Servicing Agent to appoint another licensed representative, Servicing Agent (or assignee) shall take title as custodial trustee for the Lender, and the trustee's deed upon sale shall reflect on its face the Lender name(s) and the Servicing Agent's role as custodial trustee. Servicing Agent's custodial trustee authority shall be limited as set forth in Civil Code Section 2941.9 to: (a) arranging appropriate property insurance coverage; (b) managing a REO, including arranging maintenance, repair and security, and tenant relations including negotiating rental or lease agreements; (c) arranging for the valuation and resale of a REO, including hiring a realtor or real estate broker, at customary commission rates, to list, show and sell a REO; and (d) accepting reasonable offers on a REO on behalf of Lender at the price and terms approved by Lender (or the Majority on a Multi-Lender Loan); and, (e) subject to the approval of the title insurer and the Lender (or the Majority on a Multi-Lender Loan), executing all necessary and appropriate documentation to sell the REO and affect transfer of title to a buyer. Advances by Lender or Servicing Agent are subject to the terms of Section 5.0. Lender shall deposit to Servicing Agent one thousand and 00/100 dollars (\$1,000.00) for miscellaneous expenses within seven (7) days from the time a REO is sold at auction, resulting in the property reverting to a beneficiary. Listing fee will be a standard 6% plus any appropriate and approved expenses.

If a foreclosure sale has occurred and the Property has transferred to Lender, with Servicing Agent as custodian, pursuant to this Section 10.0, Servicing Agent shall be paid a fee for its services. These fees include, but are not be limited to: (1) an asset management fee equal to the greater of one percent (1%) of the REO's Value, which fee shall be a minimum of one thousand two hundred and 00/100 (\$1,200.00) and a maximum of two thousand four hundred and 00/100 (\$2,400.00) ("Asset Management Fee"); (2) if the REO is leased, a property management fee equal to 50% of the first full month's rent plus ten percent (10%) of the rents and one hundred percent (100%) of any late fees collected from the REO's tenant, out of which subcontracted managers would be paid ("Property Management Fee"); and (3) an exit fee equal to one percent (1%) of the REO's Value when the Property is sold (the "Exit Fee"), should Servicing Agent NOT be Lender's agent for said real estate transaction. The Asset Management Fee shall be calculated annually and paid monthly. For purposes of calculating the Asset Management Fee and Exit Fee, the "REO's Value" shall be determined by the greater of (a) the credit bid at which Lender took the REO back, (b) the fair market value of the REO, (c) the principal balance of the Loan owed to Lender that the REO secured on the day prior to the trustee's sale of the Property. or (d) the current monthly servicing fee. If Servicing Agent is terminated prior to the sale of the REO, Servicing Agent shall be paid the Exit Fee (based on the greater of the valuation models above) within thirty (30) days of Servicing Agent's termination by the Majority or Lender. With the exception of the one percent (1%) Exit Fee, fees and services listed in this Section 10.0 are provided as an estimate. Servicing Agent will provide a real estate owned management agreement ("REO Management Agreement") specific to the property at the time of sale. The REO Management Agreement will take effect once the Lender or Majority have agreed.

Should Servicing Agent elect, it may, as attorney-in-fact, create a limited liability company ("LLC") with Servicing Agent or Servicing Agent's affiliate as manager and create an operating agreement ("Operating Agreement") for the sole purpose of owning the REO. Lender's interest in the LLC shall be equal to its interest in the Loan. If the Loan is a Multi-Lender Loan, all Loan owners must appoint Servicing Agent as attorney-in-fact. Lender agrees to all terms and agrees to be bound by the Operating Agreement and to reimburse Servicing Agent for any costs incurred creating said entity.

11.0 Due Diligence. Servicing Agent does not make any claims as to the ability of a Borrower to repay the Loan. Servicing Agent also does not endorse or validate any of the information provided to Lender in conjunction with the Loan, including but not limited to the value of the Property, unless Servicing Agent is specifically contracted to determine the value of the Property. Servicing Agent is relying on Lender to perform due diligence in accordance with Lender's own specific risk levels and objectives and to also be knowledgeable of

all costs, responsibilities, liabilities and duties associated with being a lender. Servicing Agent recommends Lender seek legal and financial guidance when purchasing/investing in notes and trust deeds and/or foreclosing on any of these instruments.

12.0 Disbursement of Payments and Proceeds. Upon Servicing Agent's receipt of any proceeds from Borrower, any other person or the Property, including after a default by Borrower under the note or deed of trust, whether such proceeds result from subsequent payments by Borrower or a guarantor, loan enforcement efforts by Servicing Agent, the operations of the Property, or the sale or refinancing of the Property, the net proceeds (after payment of reasonable and customary closing and transaction costs) shall be applied toward the payment of the following items and in the following order: (a) to Servicing Agent for payment of any amounts that may be due and payable to Servicing Agent, including without limitation, any unpaid monthly servicing fees, property management fees, or any unreimbursed advances by Servicing Agent with respect to the note and deed of trust, the Property or to any senior lien holder, plus all accrued interest thereon; (b) to Lender and, if applicable, any other Lenders, as reimbursement of any advances made by Lender (or lenders) pursuant to this Agreement; and (c) the remaining amount to Lender and, if applicable the other Lenders, the balance, if any, in proportion to Lender's interest in the note.

13.0 Lender Representations and Warranties. Lender hereby represents and warrants to Servicing Agent and each other Lender the following: (a) If the loan to be serviced is a Multi-Lender Loan, that: (i) the Multi-Lender loan is exempt from any applicable securities laws only when there is strict compliance with associated regulations; and (ii) Lender acknowledges that Servicing Agent will act with these guidelines in mind; (b) Lender assumes responsibility for their own education and compliance with applicable lending laws; (c) Servicing Agent has not and will never advise Lender on how to comply with mortgage lending laws; Servicing Agent acts merely in the capacity of servicing Lender's Loan; (d) Lender has received copies of information and documentation necessary to make an informed investment decision; (e) Lender further assures that all Lenders have read, understood and met the requirements set forth in U.S. Securities Laws to be an Accredited Investor; (f) Lender agrees that all communication regarding the Loan will flow through Servicing Agent; (g) Lender shall immediately send to Servicing Agent any payments Lender receives from the Borrower; (h) Lender shall not direct any proceeds of the Loan, including payments, payoffs, late fees, default interest, or any other proceeds while this Agreement is in effect to anyone but Servicing Agent; and (i) Lender will be liable to Servicing Agent for its share of any fees or penalties waived by Lender without the express written consent of Servicing Agent.

14.0 Release. Lender hereby releases Servicing Agent and its officers, directors, shareholders, employees, contractors and agents from any and all actions, liabilities, damages, claims, suits and demands of every kind, nature and description that the Lender may hereafter acquire against Servicing Agent and its officers, directors, shareholders, employees, contractors and agents arising out of any acts or omissions of such persons with respect to this Agreement, so long as Servicing Agent has acted in good faith under this Agreement. It is the intention of Lender, together with its successors, assigns, directors, officers, employees, agents and representatives that the above release shall be effective as a full and final release of each and every matter specifically and generally referred to in this paragraph and Lender acknowledges and represents that it has been advised by independent legal counsel with respect to the agreements contained herein and with respect to the provisions of California Civil Code Section 1542, which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR." Lender, together with its respective successors, assigns, directors, officers, employees, contractors, agents and representatives, being aware of said code section, expressly waives any and all rights it may have thereunder, as well as under any other statute or common law principle of similar effect, with respect to any of the matters released herein. This Agreement shall act as a release of all included claims, rights and causes of action, whether such claims are currently known, unknown, foreseen or unforeseen and regardless of any present lack of knowledge as to such claims and each of them understands and acknowledges the significance and consequence of this waiver of California Civil Code 1542, and hereby assumes full responsibility for any injuries, damages, losses or liabilities released herein.

Furthermore, Lender acknowledges that it: (a) has read this Agreement; (b) understands its terms; (c) has had the opportunity to consult (and has consulted) with independent legal counsel; and (d) has signed this Agreement voluntarily.

15.0 Indemnification. To the fullest extent permitted by law, Lender agrees to indemnify, defend, protect, and hold harmless Servicing Agent from and against any and all costs, losses, liabilities, damages, lawsuits, deficiencies, claims and expenses, including without limitation, interest, penalties, costs, attorneys' fees suffered, imposed on, or incurred by Servicing Agent or asserted against Servicing Agent, and all amounts paid in investigations, defense or settlement of any of the foregoing, arising out of or as a result of any of the following, except to the extent any damages are caused by or result from any gross negligent acts or willful misconduct of Servicing Agent, its employees or its agents: a) any actions or omissions in respect of the Loan or Property owned by Lender pursuant to Section 10.0 of this Agreement ("REO") of any prior servicer, sub-servicer, owner or originator of the Loan or REO; b) Servicing Agent taking any action, or refraining from taking any action, with respect to any loan or REO at or in conformity with this Agreement or the direction of Lender; c) any breach of the representations, warranties, and covenants made by Lender in this Agreement; d) any investigation, inquiry, order, hearing, action, or other proceeding by or before any governmental agency in connection with the Loan; and e) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against Servicing Agent that directly or indirectly relates to, arises from, or is based on any of the matters described in this Agreement, or any allegation of any such matters. Notwithstanding the foregoing, Servicing Agent reserves the right to retain its own attorney ("Servicing Agent's Attorney") to

represent Servicing Agent with respect to the matters described in this Section 15.0, and Lender agrees that it shall pay Servicing Agent's Attorney directly, or reimburse Servicing Agent, for any all attorney's fees and costs incurred by Servicing Agent's Attorney that are related to any matters described in this Section 15.0, whether Servicing Agent's Attorney is engaged as primary counsel for Servicing Agent, shadow counsel to monitor Lender's selected attorney, or to review any documents related to the matters herein to determine if Servicing Agent and Lender may be represented by the same attorney.

16.0. Cooperation. Servicing Agent's performance and effectiveness is dependent upon Lender's compliance and cooperation with Servicing Agent's policies and procedures, as well as those of governing agencies. Where outside influences affect Servicing Agent's ability to perform its duties, Servicing Agent will notify Lender in a timely manner of its inability to accomplish Servicing Agent's contracted services, and will require Lender to correct and/or eliminate the outside influences before Servicing Agent resumes performance of the services.

16.0.1 Payoff Demands In addition to the indemnification provided in Section 15.0 of this Agreement which is incorporated herein, Lender hereby agrees to indemnify Servicing Agent for any cost, loss, penalties, fees etc. incurred due to Lender's delay in delivering a Payoff Demand in a timely manner. Servicing Agent may, at its own discretion, issue a Payoff Demand on Lender's behalf if Lender is uncooperative or unreachable for more than seven (7) days from date of request upon Lender. Servicing Agent will use best efforts in order to provide an accurate accounting of the amounts owed to Lender but will not be liable for any error so long as the indemnified party has acted in good faith, is not grossly negligent and has not engaged in willful misconduct.

16.0.2 Authorized Payoff Demand. Furthermore, if Servicing Agent, in its sole and absolute discretion, determines that Lender is delaying the delivery of the Payoff Demand in order to accrue additional interest, Servicing Agent is hereby granted authority by Lender to execute a Payoff Demand on behalf of Lender ("Authorized Payoff Demand"), and Lender shall be deemed to ratify such execution of the Authorized Payoff Demand and its delivery to the requesting party. Lender, as provided in Section 15.0 of this Agreement, shall defend and indemnify Servicing Agent against any liability arising from any liability relating to the failure or refusal of Lender to timely comply with the Payoff Demand and Servicing Agent's execution and delivery of the Authorized Payoff Demand.

16.0.3 Approved Payoff Demand. Servicing Agent shall use its best efforts to ensure the accuracy of a Payoff Demand in accordance with the information that is available to Servicing Agent and is provided by Lender. Lender acknowledges and agrees that a) Lender is obligated to review the Payoff Demand for accuracy; b) Servicing Agent may rely on Lender's approval of a Payoff Demand; and c) Lender's approval of a Payoff Demand shall release Servicing Agent from any liability related to an error in the approved Payoff Demand.

16.0.4 Servicing Agent is required under state and federal rules and regulations to be involved in the loss mitigation process, including, but not limited to negotiation of modifications and forbearance agreements (collectively referred to as a "Loss Mitigation Agreement"). In the event Lender elects to not use Servicing Agent for preparation of a Loss Mitigation Agreement, the Loss Mitigation Agreement shall be submitted to Servicing Agent for review and approval prior to execution and implementation of the Loss Mitigation Agreement. The scope of Servicing Agent's review of the Loss Mitigation Agreement shall be limited to determining a) the effect of the Loss Mitigation Agreement on the servicing of the Loan; b) whether adjustment of the terms of Servicing Agent's services and delivery of such services is required (i.e. issuance of new statements / coupons); and c) whether the terms of the Loss Mitigation Agreement require an increase in Servicing Agent's monthly fee to accommodate the modified structure of the Loan. Lender acknowledges that Servicing Agent shall charge a fee to Lender for review of the Loss Mitigation Agreement (refer to Servicing Agent's current Services and Rates Schedule).

If any check issued to Lender pursuant to this Section 16.0 is sent by mail to Lender and is lost in the mail or by Lender (a "Lost Check"), Servicing Agent will reissue the Lost Check after five (5) business days have elapsed since a stop payment is requested by Servicing Agent and Lender shall pay a fee to Servicing Agent in the amount of Forty-Five and 00/100 dollars (\$45.00). Servicing Agent will waive the fee described in this paragraph if Lender signs up for payment via ACH.

17.0 Governing Law; Jurisdiction. California law governs the construction and application of the terms of this Agreement. Jurisdiction and venue for any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, or any other interaction between Servicing Agent and Lender, shall be in San Diego, California, and any party making a claim against Servicing Agent in whatever form hereby submits to personal jurisdiction in that forum for any and all purposes.

18.0 No Additional Obligations of Servicing Agent. Lender acknowledges that Servicing Agent has no obligation to make any payment (other than the forwarding of a Borrower's payment) to or on behalf of Lender, to senior liens or to otherwise protect or enforce the Lender's security or rights hereunder. In the event any payment collected for the benefit of Lender is returned non-sufficient funds ("NSF") or uncollectable in Servicing Agent's trust account, Lender will, immediately upon notification from Servicing Agent, return Servicing Agent's uncashed trust check, or immediately reimburse Servicing Agent's trust account the full

amount received from Servicing Agent's trust check. In no event is Servicing Agent obligated to cover or make good Borrower's shortages in Servicing Agent's trust account. Servicing Agent is hereby authorized to place a "stop payment" on Lender's trust check from Servicing Agent, whenever the representing funds are returned NSF or uncollectable in Servicing Agent's trust account. Servicing Agent may deduct such amounts from any proceeds due to Lenders. Servicing Agent is not liable for any losses related to loan adjustments from variable rate, HELOC, or other similar type loans unless notified in writing by the Lender of the adjustment. Changes shall become effective no sooner than two (2) weeks after this notification is received by Servicing Agent.

19.0 General Terms and Conditions.

19.0.1 Severability. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement.

19.0.2 Lender's obligations under Sections 2, 4, 7, 8, 10, 11, 13, 14, 15, 16, 17, 19, 21, 22 and 23 of this Agreement shall survive the termination of this Agreement and shall thereafter be enforceable whether or not such termination is claimed or found to be wrongful or to constitute or result in a breach of any contract or of any other duty owed or claimed to be owed to Lender by Servicing Agent or any other employee, agent or contractor of Servicing Agent.

19.0.3 Joint and Several. If the Loan is a Multi-Lender Loan, the obligation of all Lenders to pay any Fees owing to Servicing Agent under this Agreement shall be joint and several. Notwithstanding the foregoing, Servicing Agent will attempt to collect Fees from each Lender on a pro rata basis. In the event Servicing Agent is not successful in collecting each Lender's pro rata share of Fees, Servicing Agent may elect to terminate services or not initiate further services under this Agreement. If one or more Lenders fails to pay its pro rata share of Fees that are due (a "Non-Performing Lender"), the other Lenders are authorized to advance the amount that the Non-Performing Lender(s) failed to pay and shall receive reimbursement for such payment in full with interest at 10% per annum, (or note rate, whichever is greater) before any further payments to be disbursed to the Non-Performing Lender(s). Additionally, so as to ensure Servicing Agent recovers any amounts owed by Lender, Servicing Agent has right of offset as to other accounts and entities of Lenders.

19.0.4 Single Point of Contact. Upon placement of the Loan with Servicing Agent, Lenders for a Multi-Lender Loan shall select a single point of contact to receive communications from and provide instruction to Servicing Agent. In the event the Lenders fail to identify a point of contact as required herein, Servicing Agent is granted power of attorney to appoint such contact on behalf of all Lenders and Lenders hereby ratify such appointment and agree to be bound by the selection of Servicing Agent unless and until Lenders provide written notice, signed by the Majority, identifying the point of contact.

19.0.5 Prior Agreements. This Agreement supersedes and replaces any and all previous agreements between the Parties.

20.0 Retainer. Servicing Agent reserves the right to require a retainer deposit from Lender to cover fees and advances under this Agreement. If Servicing Agent makes an advance on behalf of Lender, Servicing Agent, in its sole and absolute discretion, may hold back payments to repay Servicing Agent for such advance and/or request a retainer from Lender. Any retainer collected will be held by Servicing Agent to satisfy advances made under this Agreement and/or fees that are due for services under this Agreement.

21.0 Confidential Information. The Parties agree to keep certain information confidential ("Confidential Information"). Confidential Information shall include all information or material that has or could have commercial value or other utility in the business in which the Parties are engaged. The obligations under this Agreement of the Party which receives Confidential Information ("Receiving Party") do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by the Party that discloses Confidential Information ("Disclosing Party"); (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party provides Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

22.0 Notice. Lender agrees to promptly notify Servicing Agent in writing within five (5) business days of any change to Lender's mailing address or contact information. Any notice required to be provided in this Agreement shall be given in writing and shall be sent (a) for personal delivery by a delivery service that provides a record of the date of delivery, the individual to whom delivery was made, and the address where delivery was made; (b) by first class certified United States mail, postage prepaid, return receipt requested; (c) by a nationally recognized overnight courier service, marked for next day business delivery; or (d) via electronic mail to Servicing Agent at the following e-mail address: Lender hereby certifies that the Lender's contact information set forth below is true and correct and that Lender shall notify Servicing Agent as specified above of all changes to Lender contact information.

23.0 Arbitration. Irreconcilable disputes between Servicing Agent, Lender and Borrower and each of their respective officers, directors, agents, employees and assignees, arising out of this Agreement or relating to the Loan, including the arranging and servicing of the Loan and any services in connection with Property acquired, shall be determined by binding arbitration under the applicable rules of the American Arbitration Association or Judicial Arbitration and Mediation Services, Inc. ("JAMS"), which rules will be determined by the Party initiating arbitration. Judgment on the arbitrators' award may be entered in any court having jurisdiction. Lender acknowledges that by agreeing to arbitration, Lender is waiving Lender's right to have the dispute litigated in a court or jury trial, with rights of discovery, application of the rules of evidence and appeal. Both parties agree to hold a hearing at the earlier of (a) JAMS' or AAA's convenience or (b) eight (8) weeks from the date the arbitration is initiated with JAMS or AAA. Notwithstanding the above, Servicing Agent may, at its sole discretion, initiate a legal dispute in any court of competent jurisdiction. Additionally, arbitration may be waived upon written agreement by both Parties.

BY INITIALING BELOW, LENDER AGREES TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY A NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND GIVES ITS RIGHT TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. LENDER ALSO GIVES UP ITS JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. LENDER'S AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. NOTWITHSTANDING LENDER'S ELECTION TO ARBITRATE, LENDER HAS THE RIGHT TO CONTACT APPROPRIATE REGULATORY AGENCIES TO REGISTER A COMPLAINT AGAINST THE SERVICING AGENT OR AN APPLICABLE TRANSACTION.

BY INITIALING BELOW, LENDER HAS READ AND UNDERSTANDS THE FOREGOING AND AGREES TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

LENDER: INITIAL ONLY IF YOU AGREE TO ARBITRATION

Initial

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and shall be deemed effective as of the Effective Date.

DEL TORO LOAN SERVICING, INC.

By: _____ Date: _____

Andrew Louis

LENDER

By: _____ Date: _____

Name: _____

No modification of this contract, made by Lender, will be binding unless the changes are approved in writing by an authorized representative of Del Toro Loan Servicing, Inc.

Lender Account	
Lender Address	
Lender Percentage of Ownership of Loan	
Lender Email Address	
Loan Number	
Borrower	
Property Address	
Real Estate Owned (Section 10)	<input type="checkbox"/> Yes <input type="checkbox"/> No