

**STOP**

**READ THIS PAGE COMPLETELY**

**THIS IS A CONTRACT FOR SERVICES.**

**INITIALS AND SIGNATURES MUST BE PROVIDED VIA VERIFIED-SIGNATURE SERVICE (R.O.N., DOCUSIGN, ETC. CERTIFICATE PAGE REQUIRED)**

**OR**

**MUST BE ORIGINAL/WET SIGNATURES.**

**TYPED OR COPIED INITIALS/SIGNATURES WILL NOT BE ACCEPTED.**

**IN ACCORDANCE WITH THE TERMS AND CONDITIONS, BORROWER AND LENDER (BUYER/SELLER) MUST PROVIDE ALL INFORMATION REQUESTED BELOW.**

**TO PROTECT NON-PUBLIC PERSONAL INFORMATION (NPI) THIS CONTRACT MAY BE COUNTER-SIGNED (PROVIDED IN SEPARATE DOCUMENTS) BUT ALL PARTIES MUST COMPLETE THIS CONTRACT, INITIAL AND SIGN.**

**WESTSTAR SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT IF INFORMATION AND SIGNATURES ARE NOT PROVIDED AS REQUIRED.**

LOAN SERVICING AGREEMENT  
Weststar Loan Sericing

*This Loan Servicing Agreement (this “Agreement”) constitutes a legally binding agreement between Weststar Loan Servicing Corporation, a Nevada corporation (“Weststar”), each Borrower identified below (collectively, “Borrower”), and each Lender identified below (collectively, “Lender” and, along with Weststar and Borrower, collectively the “Parties” and each a “Party”), effective as of the latest date included on the signature page hereto (the “Effective Date”) pursuant to which Borrower and Lender (1) authorize Weststar to perform the limited-scope loan servicing activities applicable to the loan between Lender and Borrower (the “Loan”) as described in below, (2) authorize Weststar to establish a loan servicing account in the name of Borrower and Lender for such loan servicing activities, and (3) agree to pay to Weststar all fees associated set forth on the signature page below (the “Fee Schedule”), in each case in accordance with the Terms and Conditions of this Agreement.*

- Borrower and Lender must provide all information requested below, In accordance with the Terms and Conditions.
  - Initials and Signatures must be provided via verified-signature service (DocuSign etc.) or must be original wet signatures.
  - All parties must initial and sign
- Weststar shall have the right to terminate this Agreement if information is not provided as required.*

Note Interest Rate (Expressed as a percentage): \_\_\_\_\_%      Interest Start Date: \_\_\_\_\_

Calculation method (refer to checklist for description):      Daily: ☐      Periodic: ☐

First Payment Due Date: \_\_\_\_\_      Loan Maturity Date: \_\_\_\_\_

APN or Parcel (required if Loan is secured real property): \_\_\_\_\_

Property Address (required if real secured by real property): \_\_\_\_\_

Responsible Party for Servicing Fees (as defined in the Terms and Conditions):

Borrower: ☐      Lender: ☐      Split 50-50: ☐

Principal and Interest Amount (per pmnt): \$ \_\_\_\_\_

Impound Amount (per pmnt – if to be impounded by Weststar): \$ \_\_\_\_\_

Borrower Fee Estimate (subject to update by WSLs): \$ \_\_\_\_\_

Concurrent Lien Amount (if applicable): \$ \_\_\_\_\_  
(do not include wrap payments here)

TOTAL ESTIMATED PAYMENT AMOUNT: \$ \_\_\_\_\_

\$ or % Late Fee: \_\_\_\_\_ # of days allowed: \_\_\_\_\_

If Late fee is not paid (check one):      Add to Balance: ☐      Reject Payment: ☐      Accrue: ☐

Are there other late provisions (such as dollars per day etc)? (Y/N): \_\_\_\_\_

Late Notices sent to Borrower for an additional fee?\* (Y/N): \_\_\_\_\_

\*If the “Loan Type” below is an Owner-Occupied Property Loan, Weststar must provide automatic late notices and will charge the applicable fees set forth on the Fee Schedule.

Check all that apply      N/A: ☐      Taxes: ☐      Insurance: ☐      HOA: ☐

- Weststar collects and pays taxes and insurance in-house; therefore, we do not use a tax service.
- Insurance payments will be sent to the Underwriter (cannot be Agent unless commercial property).
- A copy of the the tax certificate, Insurance binder/dec page, and/or HOA invoice required with set up package.

**CONTACT INFORMATION (add additional page if necessary)**

**Borrower(s):**

**Borrower 1 Name:** \_\_\_\_\_

Borrower 1 Address: \_\_\_\_\_

Borrower 1 City, State, and Zip: \_\_\_\_\_

**Borrower 1 SS or TIN Number (required):** \_\_\_\_\_

Borrower 1 Phone Number: \_\_\_\_\_

**Borrower 1 Email Address (required):** \_\_\_\_\_

**Borrower 2 Name (if applicable):** \_\_\_\_\_

Borrower 2 Address: \_\_\_\_\_

Borrower 2 City, State, and Zip: \_\_\_\_\_

**Borrower 2 SS or TIN Number (required):** \_\_\_\_\_

Borrower 2 Phone Number: \_\_\_\_\_

**Borrower 2 Email Address (required):** \_\_\_\_\_

**Lien Holder(s)**

**Lender 1 Name:** \_\_\_\_\_

Lender 1 Address: \_\_\_\_\_

Lender 1 City, State, and Zip: \_\_\_\_\_

**Lender 1 SS or TIN Number (required):** \_\_\_\_\_

Lender 1 Phone Number: \_\_\_\_\_

**Lender 1 Email Address (required):** \_\_\_\_\_

**Lender 2 Name (if applicable):** \_\_\_\_\_

Lender 2 Address: \_\_\_\_\_

Lender 2 City, State, and Zip: \_\_\_\_\_

**Lender 2 SS or TIN Number (required):** \_\_\_\_\_

Lender 2 Phone Number: \_\_\_\_\_

**Lender 2 Email Address (required):** \_\_\_\_\_

**Underlying Lien Information (if applicable)**

Lien Holder Name: \_\_\_\_\_

Lien Holder Address (Required): \_\_\_\_\_

Lien Holder City, State, and Zip: \_\_\_\_\_

Lien Holder Loan Number: \_\_\_\_\_ Lien Holder Phone Number: \_\_\_\_\_

Lien next payment due: \_\_\_\_\_

Lien full payment amount:     \$ \_\_\_\_\_

Are taxes and Insurance included in this loan? (Y/N): \_\_\_\_\_

**Indicate the Loan Type in accordance with the definitions set forth below**

<input type="checkbox"/> <b>Business Purpose Loan</b>	<input type="checkbox"/> <b>Owner-Occupied Property Loan</b>	<input type="checkbox"/> <b>Vacant Land Loan</b>
<p>A Business Purpose Loan is an extension of credit primarily for a business, commercial or agricultural purpose. Even if a loan is secured by a borrower's primary or secondary residence, if the purpose of the loan is primarily for business, commercial, or agricultural purposes (e.g., to startup a business, purchase commercial property, purchase single- or multi-family residential rental property), the loan still qualifies as a Business Purpose Loan.</p>	<p>An Owner-Occupied Property Loan is any loan primarily for personal, family, or household use that is secured by a mortgage, deed of trust, or other equivalent consensual security interest on a dwelling.</p>	<p>A Vacant Land Loan is any loan secured by vacant or unimproved property, <u>unless</u> within two years from the date of the settlement of the loan, a structure or a manufactured home will be constructed or placed on the real property using the loan proceeds.</p>

***All Special Instructions below are for informational purposes only and are subject to the Terms and Conditions below.***

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TERMS AND CONDITIONS

Subject to and in accordance with the “Terms and Conditions” hereinafter set forth, Weststar agrees to perform the Loan Servicing (as defined in Section 2 of these Terms and Conditions) for Borrower and Lender who, by executing this Agreement and accepting the Loan Servicing, expressly agree to the following Terms and Conditions:

1. **Lender’s and Borrower’s Covenants.** In addition to any other obligations of Lender and Borrower set forth in this Agreement:

a. **Loan Documents.** Lender and Borrower shall deliver or cause to be delivered to Weststar copies of all documents, information, and records (collectively, the “Loan Documents”) held by such Parties and relating to the Loan that are necessary or reasonably requested by Weststar to enable Weststar to perform the Loan Servicing (as defined in Section 2) in compliance with these Terms and Conditions and with all applicable federal, state, or local laws, rules, and regulations (collectively, “Applicable Law”). Except as set forth in the immediately preceding sentence, Lender and Borrower shall at all times be solely responsible for retaining and maintaining the originals of all Loan Documents. Weststar shall have no obligation to perform the Loan Servicing and may suspend or terminate all Loan Servicing activities if Lender and Borrower fail to provide any Loan Documents reasonably requested by Weststar from such Party. The Parties acknowledge and agree that Weststar shall not be responsible or liable: (i) for the sufficiency, accuracy, or correctness of the form, manner of execution, or validity of any Loan Document, or of any description of property or other provision set forth therein, (ii) for the identity, authority, or rights of the persons executing or delivering, or purporting to execute or deliver any Loan Document. Further, the Parties acknowledge and agree that Weststar shall not be responsible for construing any Loan Document provided by the Parties. Weststar shall be entitled to retain copies of the Loan Documents following any termination of this Agreement to the extent reasonably necessary to comply with Applicable Law.

b. **Servicing Fees.** All fees due to Weststar pursuant to this Agreement (the “Servicing Fees”) shall be as set forth in the Fee Schedule on the signature page hereto. The Servicing Fees shall be paid by the Party designated by this Agreement as the “Responsible Party” with respect to such Servicing Fees. If, in the “Payment” section above, Lender and Borrower have indicated that either “Lender” or “Borrower” is the Responsible Party for the Servicing Fees, then the Party so indicated shall, except as otherwise set forth in these Terms and Conditions, be responsible for and shall pay to Weststar all Servicing Fees due to Weststar pursuant to this Agreement. If, in the “Payment” section above, Lender and Borrower have indicated that that the Servicing Fees will be “Split 50-50”, then each of Lender and Borrower shall be responsible for 50% of all Servicing Fees due and payable to Weststar hereunder. Weststar shall have the right (in its sole discretion) to change, alter, increase, or decrease the Servicing Fees from time to time: (i) effective on the 30<sup>th</sup> day after Weststar provides the Parties written notice of such change in the Servicing Fees; or (ii) with respect to any decrease or reduction in Servicing Fees, effective immediately upon Weststar’s provision of written notice thereof to the Parties. Servicing Fees shall continue to accrue until the Loan Servicing Account (as defined in Section 2.a.) is formally closed and all Servicing Fees then due to Weststar have been paid. Weststar may refer any unpaid Servicing Fees to an attorney or other debt collector for collection and the Parties acknowledge and agree that the Responsible Party with respect to any unpaid Servicing Fees shall pay and be liable to Weststar for all costs and expenses (including attorneys’ fees and costs) incurred by Weststar and associated with collecting such unpaid Servicing Fees.

c. **Representations and Warranties.** Lender and Borrower each hereby represent and warrant to Weststar that: (i) all Loan Documents provided by such Party to Weststar (A) are true, accurate, and complete copies of the original Loan Documents from which they are derived, or (B) with respect to Loan Documents required to be provided to Weststar as originals, are the original Loan Documents as executed by the Parties; (ii) all information provided or inputted into this Agreement by such Party, including, without limitation, all information provided in the “Account Information”, “Contact Information”, Underlying Lien Information”, “Loan Type”, and “Special Instructions” sections above, and in the creditor disclosure letter attached hereto as Schedule A (the “Creditor Disclosure Letter”), is in each case true, accurate, and complete as of the Effective Date and at all times while this Agreement is in effect; (iii) such Party has complied with and is

complying with all Applicable Law with respect to (A) the issuance or acceptance of the Loan, (B) the making or receipt of any payments under the Loan and all Servicing Fees, (C) the creation and execution of the Loan Documents, and (D) any other action or omission of such Party relating to or arising out of the Loan; (iv) if such Party is a legal entity, such Party is duly organized, validly existing, and in good standing under the laws of its state of formation and is duly qualified to transact business in all jurisdictions in which such Party operates; (v) such Party has the full power, authority, and legal right to execute and deliver this Agreement and to perform its obligations in accordance herewith; (vi) execution of this Agreement by such Party constitutes the valid, legal, binding, and enforceable obligation of such Party, except as enforceability may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium, or other laws relating to or affecting the rights of creditors generally and by general principles of equity; (vii) neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with these Terms and Conditions, will (A) if such Party is a legal entity, conflict with or result in a breach of any of the organizational documents of such Party, or (B) conflict with or result in a material breach any agreement or instrument to which such Party is now a party or by which it is bound, or (C) constitute a material default or result in an acceleration under any of the foregoing; (viii) there is no action, suit, or proceeding pending or threatened against such Party that would impair such Party’s ability to perform its duties and obligations pursuant to this Agreement; and (ix) no consent, approval, authorization, or order of, or registration or filing with, or notice to, any court, governmental agency, or other third party is required for such Party’s execution of and delivery of this Agreement and performance of such Party’s duties and obligations hereunder. If, during the term of this Agreement, either Lender or Borrower discover or are made aware that any representation or warranty set forth in this Section 1.c. is inaccurate as of the Effective Date or has become inaccurate following the Effective Date, then such Party shall immediately notify Weststar of such inaccuracy.

2. **Loan Servicing.** The duties and responsibilities of Weststar pursuant to this Agreement shall be limited to those expressly set forth in this Section 2 (collectively, “Loan Servicing”):

a. **Loan Servicing Account.** Weststar shall establish and maintain a segregated account (the “Loan Servicing Account”) for the purpose of performing the Loan Servicing. The Loan Servicing Account shall be maintained with a federal or state chartered depository institution or trust company which, for the avoidance of doubt, may be an affiliate of Weststar. Weststar shall promptly deposit in the Loan Servicing Account all payments and collections received by it in connection with the Loan and the Loan Servicing, other than payments to the Escrow Account (as defined in Section 2.c.) to the extent applicable.

b. **Payment Processing.** Weststar shall collect payments from Borrower, credit such payments to the Loan Servicing Account, and distribute funds to Lender and (subject to Section 2.c.) any applicable tax authorities, insurance companies, or other third parties. The Parties acknowledge and agree that, as between Lender and Borrower, Lender may have the legal right to reject payments that do not comply with the terms of any promissory note, security instrument, or other agreement between Lender and Borrower applicable to the Loan. Accordingly, payments are subject to acceptance by Lender or the lien holder and (subject to Applicable Law) shall be returned by Weststar to Borrower upon Lender’s rejection thereof.

c. **Escrow Management.** If Lender and Borrower have indicated in the “Impound Collection” section above that Weststar shall collect taxes, insurance, or HOA fees, Weststar shall establish, maintain, and oversee an escrow account (the “Escrow Account”) for such taxes, insurance, and HOA fees, releasing funds as they become due to the applicable recipients, provided that sufficient funds are available in the Escrow Account; provided, however, that all HOA fees shall be released and paid in advance on a quarterly basis.

d. **Late Notices.** If Lender and Borrower (i) have indicated “Owner-Occupied Property Loan” in the “Loan Type”

section above, or (ii) have (A) indicated in the “Loan Type” section above that the Loan is **not** an “Owner-Occupied Property Loan”, **and** (B) elected in the “Late Charge” section above their request that Weststar provide late notices to Borrower, then, in each case, Weststar shall send late notices to Borrower in accordance with the requirements of 12 C.F.R. § 1024.39(b), as amended from time to time, which late notices shall be subject to the applicable Servicing Fees set forth in the Fee Schedule. In addition to and without limiting the effect of the foregoing, if Borrower is delinquent in payments and Lender requests that Weststar provide a one-time late notice to Borrower, then Weststar shall, promptly following receipt of Lender’s request, send Borrower a late notice in form and substance substantially as described in 12 C.F.R. § 1024.39(b)(2), without regard to the timing and recurring notice requirements set forth in 12 C.F.R. § 1024.39(b)(1), which shall be subject to a one-time late notice Servicing Fee at the rate set forth in the Fee Schedule payable by Borrower (notwithstanding the Responsible Party set forth in Section 1.b.). Except as provided in this Section 2.d., Weststar shall have no obligation to send late notices to Borrower.

e. **Record Keeping.** Subject to Section 1.a., Weststar shall maintain accurate records of payments, balances, and other loan-related information as regularly maintained and provided by Weststar in the ordinary course of Weststar’s business.

f. **Monthly Statements.** Weststar shall provide monthly statements to Borrower in accordance with 12 C.F.R. § 1026.41, as amended from time to time, which monthly statements shall be subject to the applicable Servicing Fees set forth in the Fee Schedule.

g. **Communication and Customer Service.** Weststar shall be available during Weststar’s customary business hours to communicate with Borrower and Lender and respond to inquiries regarding the Loan Servicing.

3. **Excluded Services:** Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that the Loan Servicing does not include, that Weststar shall not be obligated to provide, and that Lender shall be solely responsible for each of the following services (the “Excluded Services”):

a. **Foreclosure.** Weststar does not and shall not be obligated to provide foreclosure services. Lender shall notify Weststar immediately of any foreclosure activities conducted by Lender and shall provide copies of any formal filings. If Borrower is in default of the Loan and Weststar is notified of a pending foreclosure (whether by Lender or otherwise), Weststar shall have the right, in its sole discretion, to either: (i) place the Loan Servicing Account on hold and suspend all Loan Servicing activities until (A) the Loan is brought current and Lender has cancelled the foreclosure, or (B) the loan forecloses (a “Suspension”), in which case Lender shall be solely responsible for all Loan Servicing activities and all obligations of a loan servicer pursuant to Applicable Law while the Suspension is in effect; or (ii) terminate this Agreement in accordance with Section 8.b.

b. **Loss Mitigation.** Weststar does not and shall not be obligated to provide loss mitigation services, including, without limitation, loss mitigation services described in 12 C.F.R. § 1024.41. Lender is advised to review the Dodd-Frank Act with legal advisors to determine if Lender falls under rules and regulations applicable to “creditors”, including any requirement to offer loss mitigation. The Parties acknowledge and agree that, if Borrower requests loss mitigation options from Weststar, Weststar is authorized and required **only** to provide Borrower with the Lender’s or foreclosure agent’s contact information.

c. **Property Management.** Weststar does not and shall not be obligated to provide property management services. If a property is abandoned or becomes vacant after a foreclosure, Lender shall at all times assume and retain all property management duties.

d. **Servicing of Liens and Security Interests.** Weststar does not shall not be obligated to perform any servicing activities related to the creation, perfection, maintenance, or prosecution of any lien or security interest securing the Loan, including, without limitation, the filing of any mortgage, deed of trust, financing statement, or other security instrument underlying the Loan.

e. **Credit Reporting.** Weststar does not and shall not be obligated to perform any servicing activities related to notifying or reporting the status of the Loan (including any default,

payment delinquency, bankruptcy, or foreclosure) to any credit repositories or credit bureaus.

f. **Bankruptcy and Insolvency.** Weststar does not and shall not be obligated to perform any servicing activities as may otherwise apply to servicing borrowers in bankruptcy, including, without limitation, coordinating bankruptcy proceedings, monitoring or making filings before any tribunal, providing any new or altered communications to Borrower as a result of Borrower’s bankruptcy, or paying or causing to be paid any related fees. If Borrower: (i) is or becomes generally unable, or admits in writing its inability, to pay Borrower’s debts as such debts become due; (ii) makes an assignment for the benefit of creditors; (iii) petitions or applies to any tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; or (iv) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, or dissolution or liquidation law or statute (items (i) through (iv) above, collectively, “Insolvency Proceedings”), then, in each case, Borrower and (to the extent of Lender’s knowledge) Lender shall immediately notify Weststar of such Insolvency Proceedings and Weststar shall have the right to terminate this Agreement in accordance with Section 8.b.

g. **Delinquent Loan Servicing.** Except as set forth in Section 2, Weststar does not and shall not be obligated to perform any loan servicing activities as may apply to delinquent loans or loans in default, including, without limitation: (i) preparing or providing to Borrower default notices, late notices, or demands; or (ii) performing inspections or site visits with respect to any real property securing the Loan.

4. **Electronic Drafts and Deposits.** If Lender or Borrower (i) request that Weststar electronically draft or deposit funds due or payable pursuant to this Agreement and (ii) provide to Weststar all account information reasonably requested by Weststar to enable Weststar to make such drafts against or such deposits to such Party’s account (an “Elected Account”), then Weststar shall be authorized to electronically deposit fund to or draft funds from such Party’s Elected Account. This service is provided as a convenience and Weststar shall have no liability and shall not be responsible if the receiving Party: (A) fails to make deposits to the Elected Account, or (B) makes a credit to or debit from the Elected Account to another account. Weststar shall not be responsible for any bank charges or fees relating to any deposit to or draft from an Elected Account. Weststar’s obligation shall be expressly limited to the prompt deposit or drafting of funds to or from the Elected Account, as available. If either Lender or Borrower receives a payment or deposit that is not due to such Party, then such Party shall immediately notify Weststar of such payment, shall cooperate with Weststar in Weststar’s efforts to recover such payment, and shall return such payment to Weststar within five (5) business days from the date requested by Weststar.

5. **Liability for Dishonored Checks or Drafts.** If Weststar remits a payment without waiting for checks or drafts to be honored by the institution upon which they are drawn, Lender agrees to hold Weststar harmless from any loss sustained by reason of the dishonoring of said checks or drafts. In the event any check or draft is dishonored by the institution upon which it is drawn, and Weststar has remitted such payments, Lender shall return such payments to Weststar within five (5) business days from the date requested by Weststar.

6. **Liability for Lien Release.** If a release of any lien described in the Loan Documents is not provided to Weststar when the account is setup, the party who is obligated to provide the release shall provide the release upon request by Weststar. If the release is not provided when requested, Weststar may hold final funds until the release is provided.

7. **Assignment; Subservicing.** Lender and Borrower shall have no right to assign its rights or obligations under this Agreement. Weststar shall have the right to assign its rights and obligations under this Agreement to any duly-licensed servicer with thirty (30) days’ written notice to the other Parties, in which case Weststar shall be fully released from all obligations hereunder effective as of the date of such assignment. At all times during the term of this Agreement, Weststar shall have the right to engage one or more subservicers for the performance of all or any subpart of the Loan



Servicing, which subservicers may, for the avoidance of doubt, include affiliates of Weststar.

8. **Termination.** Weststar shall have the right to terminate this Agreement:

- a. for convenience and in Weststar’s sole discretion, effective as of the 60<sup>th</sup> day after Weststar provides to the other Parties written notice of such termination; and
- b. upon Weststar’s determination, in its sole discretion: (i) that Borrower and Lender have failed to fully and accurately complete this Agreement (inclusive of pages 1 through 3 hereof and of the Creditor Disclosure Letter) or to provide all Loan Documents and other information reasonably necessary for Weststar to perform the Loan Servicing in compliance with these Terms and Conditions and Applicable Law; (ii) that foreclosure proceedings have commenced with respect to the Loan in accordance with Section 3.a.; (iii) that Insolvency Proceedings have commenced with respect to the Borrower in accordance with Section 3.f.; (iv) that Lender has violated or is violating any Applicable Law in any manner related to the Loan, or (v) that any Lender or Borrower is included on OFAC’s SDN List (as defined in Section 17), in each case effective as of the 60<sup>th</sup> day after Weststar provides to the other Parties written notice of such termination.

9. **Effect of Termination.**

- a. **Loan Servicing Account and Escrow Account.** On the effective date of termination of this Agreement, Weststar shall close the Loan Servicing Account and (if applicable) the Escrow Account and shall remit the balance thereof of the Lender, exclusive of any Servicing Fees.
- b. **Servicing Fees.** Prior to the effective date of termination of this Agreement, Lender or Borrower shall pay to Weststar all Servicing Fees then due and outstanding but unpaid to Weststar, including, for the avoidance of doubt, Servicing Fees related to the closing of the Loan Servicing Account and (if applicable) the Escrow Account, and Servicing Fees accruing between Weststar’s notice of termination in accordance with Section 8 and the effective date of such termination.
- c. **Foreclosure.** Notwithstanding anything in this Agreement to the contrary, in the event this Agreement is terminated because of Lender’s foreclosure activities pursuant to Sections 3.a. and 8.b., Lender shall be responsible for the payment of all outstanding Servicing Fees, including, for the avoidance of doubt, Servicing Fees related to the closing of the Loan Servicing Account and (if applicable) the Escrow Account.
- d. **Servicing Transfer.** On the effective date of termination of this Agreement, all rights and obligations with respect to the servicing of the Loan shall be transferred from Weststar to either (i) Lender or (ii) a third party identified by Lender to Weststar (in each case, the “Transferee Servicer”). Promptly following Lender’s receipt of notice of termination from Weststar, but in no case later than 20 days prior to the effective date of such termination, Lender shall provide to Weststar the name, address, a collect call or toll-free telephone number, and any other identifying information reasonably requested by Weststar for the Transferee Servicer; provided, however, that if Lender fails to provide all required identifying information for the Transferee Servicer, Lender shall be deemed the Transferee Servicer. If Lender and Borrower have indicated “Owner-Occupied Property Loan” in the “Loan Type” section above, then the Parties shall comply with the requirements of 12 C.F.R. § 1024.33 with respect to mortgage servicing transfers, as amended from time to time.
- e. **Survival.** The rights and obligations of the Parties set forth in this Section 9 and Section 1.a (*Loan Documents*), Section 1.b. (*Servicing Fees*), Section 1.c. (*Representations and Warranties*), Section 3 (*Excluded Services*), Section 4 (*Electronic Drafts and Deposits*), Section 5 (*Liability for Dishonored Checks or Drafts*), Section 6 (*Liability for Lien Release*), Section 10 (*Limitation of Liability; Indemnity*), Section 11 (*Dispute Resolution*), Section 12 (*Attorneys’ Fees and Costs*), Section 14 (*Governing Law; Jurisdiction and Venue*), Section 15 (*Interpretation*), Section 17 (*OFAC and SDN List*), and Section 18 (*Special Instructions*), along with any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement to have any effect, will survive any termination of this Agreement.

10. **Limitation of Liability; Indemnity.** As material consideration for Weststar’s acceptance to perform the Loan Servicing, the Parties expressly agree as follows:

- a. **Limitation of Liability.** WESTSTAR SHALL NOT BE LIABLE FOR ANY OF ITS ACTS OR OMISSIONS DONE IN GOOD FAITH, NOR SHALL IT BE LIABLE FOR (i) ANY CLAIM, ACTION, SUIT, FORMAL OR INFORMAL ARBITRATION OR MEDIATION, INQUIRY, PROCEEDING OR INVESTIGATION BY OR BEFORE ANY GOVERNMENTAL AUTHORITY, ARBITRATOR OR MEDIATOR (COLLECTIVELY, “ACTIONS”) OR (ii) ANY LIABILITIES, JUDGMENTS, AMOUNTS PAID IN SETTLEMENT OF CLAIMS, DAMAGES, DEMANDS, ASSESSMENTS, ADJUSTMENTS, FINES, PENALTIES, LOSSES, COSTS AND EXPENSES (INCLUDING COURT COSTS, REASONABLE ATTORNEYS’ FEES AND EXPENSES, AND COSTS OF INVESTIGATION) (COLLECTIVELY, “LOSSES”), IN EACH CASE WHETHER MADE, CLAIMED OR SUFFERED BY ANY THIRD PARTY OR ANY PARTY TO THIS AGREEMENT, EXCEPTING SUCH AS MAY ARISE THROUGH OR BE CAUSED BY WESTSTAR’S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT. IN NO EVENT WILL WESTSTAR BE LIABLE TO LENDER, BORROWER, OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR LOSS OF DATA, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPTING SUCH AS MAY ARISE THROUGH OR BE CAUSED BY WESTSTAR’S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT.
- b. **Indemnification.** Each of the Parties agree to defend, indemnify, and hold harmless Weststar from and against any and all Losses as may be incurred by Weststar in connection with or arising out of (i) the willful, fraudulent, or negligent acts or omissions of such Party; (ii) breach by such Party of any representation, warranty, or obligation of such Party in this Agreement; and (iii) such Party’s failure to comply with Applicable Laws.
- c. **Indemnification Procedures.** Upon prompt written notice from Weststar of any Action resulting in or potentially resulting in Losses for which Weststar may be entitled to indemnification from a Party pursuant to Section 10.b., the Party obligated to indemnify Weststar (in such capacity, the “Indemnifying Party”) shall, at Weststar’s option: (i) take immediate control of the defense and investigation of such Action and employ counsel of its choice to handle and defend the same; or (ii) reimburse Weststar for all Losses incurred by Weststar in prosecuting the defense and investigation of such Action through counsel of Weststar’s choice, in each case at the Indemnifying Party’s sole cost and expense. The Indemnifying Party shall not settle any Action in a manner that adversely affects the rights of Weststar without Weststar’s prior written consent. Weststar’s failure to perform any obligations under this Agreement shall not relieve the Indemnifying Party of its obligations under this Section 10. Weststar may participate in and observe the proceedings at Weststar’s cost and expense.
- d. **Lien and Setoff.** Weststar is hereby given a lien and a contractual right to set off upon and against all rights and interest of each of the undersigned to all interests in any property, paper, instruments, documents and all monies arising there from to protect Weststar’s rights to indemnification and reimbursement under this Agreement. The right to set off may be exercised at Weststar’s sole discretion, without notice to the parties hereto or any party who may have an interest.

11. **Dispute Resolution.** In the event any conflict or controversy arises concerning any act or failure to act by Weststar or Weststar receiving conflicting demands for any act or failure to act, the Parties expressly agree and consent that Weststar shall have the absolute right, in its sole discretion, to either (a) withhold all money, property, paper instruments or documents deposited herewith and stop all further proceedings in, and performance of this loan servicing until a mutual agreement has been reached between all Parties, or (b) file suit in interpleader to have the court decide the dispute. In the event Weststar files an interpleader suit, or in the event any party interested in the Loan Servicing Agreement files an action against Weststar, Weststar shall be fully released and discharged from all obligations imposed upon it in this Agreement, except for claims arising from Weststar’s gross negligence. In the

12. event a suit is brought by or against Weststar, the Parties jointly and severally agree to pay Weststar all costs, expenses, and reasonable attorney’s fees which it may expend or incur in such action.

13. **Attorneys’ Fees and Costs.** Weststar shall be entitled to recover its reasonable attorney fees incurred in the enforcement of any provision of this Agreement, including but not limited to fees incurred in the collection of any money that may be due Weststar pursuant to the terms of this Agreement, whether or not a lawsuit is filed. Further, Weststar shall be entitled to recover its reasonable attorneys’ fees incurred in responding to any writ or levy served upon it, which attorneys; fees may be satisfied out of the monies due to the Party whose interest has been garnished, levied upon or otherwise attached.

14. **Amendment; No Waiver.** Weststar shall have the absolute right, in its sole discretion, to amend, revise, or update this Agreement by providing notice to the Parties. This Agreement shall be binding on all parties hereto, their heirs, legal representatives, successors and assigns.

15. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Nevada. Any legal suit, action or proceeding arising out of or related to this Agreement or the Loan Servicing provided hereunder may be instituted in the federal courts of the United States or the courts of the State of Nevada, in each case located in the city of Las Vegas, and each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other

document by mail to such Party’s address set forth in this Agreement shall be effective service of process for any suit, action, or other proceeding brought in any such court.

16. **Interpretation.** References in this Agreement to enumerated sections shall be interpreted as references to the enumerated sections of these Terms and Conditions.

17. **Compliance with Law.** Weststar is complying and shall, throughout the term of this Agreement, continue to comply with the “Know Your Customer” and Anti-Money Laundering requirements of the US Patriot Act. Weststar has implemented appropriate due diligence and risk management procedures and will service only those Loan Servicing Accounts which meet these requirements.

18. **OFAC and SDN List.** The Parties acknowledge and agree that, before commencing the Loan Servicing and at recurring intervals thereafter, Weststar shall be authorized and entitled to conduct searches of the Specifically Designated Nationals and Blocked Persons list (the “SDN List”) maintained by the United States Office of Foreign Assets Control (“OFAC”) for Borrower and Lender. If any Lender or Borrower is included on OFAC’s SDN List: (i) prior to Weststar’s commencement of the Loan Servicing, then this Agreement shall be deemed void *ab initio*; and (ii) after Weststar has commenced Loan Servicing, then Weststar shall have the right to terminate this Agreement.

19. **Special Instructions.** Notwithstanding anything to the contrary in this Agreement, the section of this Agreement entitled “Special Instructions” shall be for informational purposes only, and no information nor any other term or provision inputted into that section by Lender or Borrower shall impose any binding obligations upon Weststar.

Fee Schedule

Setup Fees (only one of the Setup Fees Below will apply):

Setup Fee on Deed of Trust/One Investor	\$125.00
Setup Fee on Contract For Sale/AITD	\$150.00
Setup Fee with Impounds Additional	\$50.00
Additional Investors	\$25.00 Per Investor

Servicing Fee with one ACH direct deposit:

Monthly	\$15.00
Quarterly	\$45.00
Semi-Annual	\$90.00
Annual	\$180.00
Each additional ACH Direct Deposit	\$2.00 per month

Additional Servicing Fees

Additional Disbursement by check	\$10.00 per month
Receipt by Email	\$NO CHARGE
Receipt by Paper	\$10.00
Collection for Taxes and/or Insurance	Add'l \$15.00 per month
Disbursement from the Impound Account	\$10.00 per disbursement
Disbursement Change	\$20.00
Late/Reminder Notice	\$20.00
Annual Statement	\$NO CHARGE
Payment History	\$INTERNET FREE
Payment History from Office	\$25.00

Account Change Fees

Suspended Account Package	\$100.00
Suspension Reversal/Acct Reinstmnt	\$125.00
Assignment or Assumption Fee	\$125.00
Successor in Interest	\$60.00
Modification and Addendums	\$125.00
Interest Rate Change	\$50.00
Verification of Mortgage	\$60.00
Close Out (Mutual Termination)	\$125.00
Close Out on Payoff	\$125.00
Payoff Statement	\$75.00
Reconveyance	\$150.00
Special Handling/Manual Adj/Research	\$100.00 min

Miscellaneous Fees

Holding Documents/Dormant Accts	\$200.00
Recording Fee	\$Actual Charge
Insufficient Funds/Returned Items	\$60.00
Void and Reissues/Stop pay	\$25.00
Fed Ex Fee	\$50.00
Storage Retrieval	\$50.00
Monthly Developer Reports	\$25.00 per month

Signature Page

By signing below I agree that I have read and understand the terms of this Loan Servicing Agreement and agree to the Terms and Conditions set forth herein.

\*\*\*Borrower 1 SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*Borrower 2 SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*Lender 1 SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*Lender 2 SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_



**Schedule A**  
**Creditor Disclosure Letter**

**THIS SECTION APPLIES TO EACH LENDER**  
**SETUP WILL NOT BE ACCEPTED IF NOT COMPLETE**

Please be advised that Weststar does not offer loss mitigation or foreclosure-related services. If you meet the Creditor requirements as defined below, please work with your legal advisor to ensure you're offering the appropriate service(s).

In 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act (the Dodd-Frank Act) amended the Real Estate Settlement and Procedures Act (RESPA) of 1974, which is implemented by Regulation X and the Truth in Lending Act (TILA), which is implemented by Regulation Z, with regard to the servicing of certain residential mortgage loans. The Consumer Financial Protection Bureau (CFPB) issued rules in January 2013 to implement these Dodd-Frank Act amendments to RESPA and TILA. These rules were finalized in October of 2013 with interim final rules for implementation.

Please be advised that in accordance with the final rules as implemented, any loan that is made by a "Creditor," which is defined differently under RESPA and TILA, is required to be compliant with the Act and related rules during the course of its servicing period. RESPA relies on the following definition of "creditor" provided in 15 U.S.C. 1602(g):

The term "creditor" refers only to a person who both (1) regularly extends, whether in connection with loans, sales of property or services, or otherwise, consumer credit which is payable by agreement in more than four installments or for which the payment of a finance charge is or may be required, and (2) is the person to whom the debt arising from the consumer credit transaction is initially payable on the face of the evidence of indebtedness or, if there is no such evidence of indebtedness, by agreement.

Under RESPA and its implementing regulations, the definition of "creditor" is further narrowed as follows:

A creditor is a person that makes or invests in residential real estate loans aggregating more than \$1,000,000 per year. For purposes of this definition, the term "creditor" does not include any agency or instrumentality of any State, and the term "residential real estate loan" means any loan secured by residential real property, including single-family and multifamily residential property.

Similarly, TILA and Regulation Z applies "to each individual or business that offers or extends credit ... when four conditions are met: (1) the credit is offered or extended to consumers, (2) the offering or extension of credit is done regularly, (3) the credit is subject to a finance charge or is payable by a written agreement in more than four installments, and (4) the credit is primarily for personal, family, or household purposes." See 12 CFR 1026.1(c)(1). In evaluating the applicability of requirements and liability under TILA/Regulation Z, it is necessary to determine whether a person or entity is acting as a "creditor" as defined by 12 CFR 1026.2(a)(17). In relevant part, TILA/Regulation Z defines the term "Creditor" as follows:

A person who regularly extends consumer credit that is subject to a finance charge or is payable by written agreement in more than four installments (not including a down payment), and to whom the obligation is initially payable, either on the face of the note or contract, or by agreement when there is no note or contract.

See 12 CFR 1026.2(a)(17)(i). The phrase "regularly extends consumer credit" is explained as follows:

A person regularly extends consumer credit only if it extended credit (other than credit subject to the requirements of § 1026.32) more than 25 times (or more than 5 times for transactions secured by a dwelling) in the preceding calendar year. If a person did not meet these numerical standards in the preceding calendar year, the numerical standards shall be applied to the current calendar year. A person regularly extends consumer credit if, in any 12-month period, the person originates more than one credit extension that is subject to the requirements of

See 12 CFR 1026.2(a)(17)(v). Significantly, although a person generally must extend more than five dwelling-secured transactions to be considered as regularly extending consumer credit, under Regulation Z, making even one HOEPA or Section 32 loan through a mortgage broker qualifies as regularly extending consumer credit.

See (<http://www.consumerfinance.gov>) for further clarification.

**Weststar Mortgage Corporation suggests that you review this with your legal advisor to determine if you fall under the "creditor" rules.**

((continued below))



Please review these rules and mark the appropriate box stating if you meet the criteria of a creditor as defined by the CFPB.

☐ I have read the new CFPB rules and understand the definition of a “creditor” and agree that I DO fall under the rule as a creditor.

☐ I have read the new CFPB rules and understand the definition of a “creditor” and have determined that I DO NOT fall under the rule as a creditor.

As noted above, Weststar does not provide loss mitigation or foreclosure-related services. If, in accordance with the above, you have determined that you ARE covered by RESPA, TILA, and the CFPB’s regulatory definitions of a “creditor”, you may have additional compliance obligations with respect to loss mitigation and foreclosure-related services.

To ensure compliance, please indicate below whether you will offer “Foreclosure Prevention Alternatives” to the Borrower.

Option 1:

☐ No “Foreclosure Prevention Alternatives” are offered.

Option 2:

☐ I may offer “Foreclosure Prevention Alternatives” to my borrowers, in which case I will comply with all applicable requirements of RESPA, TILA, and CFPB regulations.

\*\*\*Lender 1 SIGNATURE: \_\_\_\_\_

\*\*\*Lender 2 SIGNATURE: \_\_\_\_\_