

NAF MODIFICATION COMPANY

NO ADVANCE FEES MODIFICATION COMPANY

AGREEMENT FOR NEGOTIATIONS

Date: ____/____/20 ____

Client One: _____

Client Two: _____

NAF Modification Company and client(s) stated above do hereby agree to enter into a Service Contract, for the following services.

This service is an accumulation of any and all (Lender) required information including but not limited to income and expenses, Hardship Letter, Profit and Loss statement and Lender Mitigation. The Client information will be presented to the Lender for possible modification of the current mortgage payment(s), balance or both.

NAF Modification Company and its Agents do not hereby make an offer or representation that a lower Mortgage Payment(s) or Balance is guaranteed. Any and all decisions made by the Lender are to be considered final and Client fully understands when Modification is accepted that they are bound by the law. The new terms and any failure to comply with these new terms are solely the responsibility of the above said party.

NAF Modification Company and its Agents will no longer be part of this Modification and will not be responsible for any further action or default of the new terms. Failure of Client(s) action on achieved Mitigation Solution does not constitute failure of provided services of NAF Modification Company.

I hereby understand NAF Modification Company and its Agents will do the following but not limited to:

- (A) Forensic Audited Financial Analysis to Lender
- (B) Credit Reports from Bureaus reporting Agencies
- (C) Evaluate Mitigation Plan
- (D) RESPA Violation Auditing
- (D) Submit Mitigation Packet to Lender
- (E) Profit and Loss Statements to Lender
- (F) Re-assessment of Property taxes
- (G) Mitigate with Adjuster

Therefore both parties being in agreement do hereby execute this agreement stated above
First Party Client Signatures

X _____ Date: ____/____/20 ____

X _____ Date: ____/____/20 ____

NAF MODIFICATION COMPANY

NO ADVANCE FEES MODIFICATION COMPANY

Financial Resolution Program

Agreement for Loan Modification, Research, Analysis and Education

This Agreement is made and entered into this ____ day of _____, 20____, by and between

NAF Modification Company and _____(Client)

Subject to and conditioned to the following

RECITALS:

WHEREAS: NAF Modification Company are in the business of providing an analysis of real estate-secured and other debt, income and the examining for restructuring and lowering borrower's real property secured debt.

WHEREAS Client wishes to employ NAF Modification Company to perform the following services, ("the Services"): (a) analyze Client's debt situation, (b) research potential debt restructuring options that are or may be available to Client, and (c) present Client with the results of such research, analysis and education.

NOW THEREFORE in consideration of the foregoing and every term, covenant and condition hereafter set forth, NAF Modification Company and Client do hereby understand, covenant and agree as follows:

1. Provide Complete and Truthful Information. Client shall provide NAF Modification Company, in a timely fashion, all information requested by NAF Modification Company necessary to perform the Services. Client expressly represents and warrants NAF Modification Company that he/she/they will at all material times, provide NAF Modification Company and AGENT with information that is complete and accurate and true to the best of their knowledge and belief. Client hereby agrees to defend and hold harmless NAF Modification Company and AGENT from and against any liability of any nature whatsoever arising out of or in connection with Client's breach, in whole or in part, of the representations and warranties herein contained.

2. Performance of Services. Upon receipt of all completed information from Client, NAF Modification Company and AGENT shall promptly analyze Client's financial situation, and perform whatever research NAF Modification Company and AGENT determines in its' sole discretion is necessary, reasonable or advisable, in the carrying out of its duties owed Client.

Upon completion of NAF Modification Company analysis and research efforts, NAF Modification Company shall present to Client the options that are as a result of such research, indicated, including but not limited to practical ways to improve Clients present debt.

3. In consideration of the mutual promises and agreements exchanged, the NAF Modification Company, and the Client(s) agree as follows:

Phase I:

A. Interview the Client(s), gather and review information about the current loan(s) and terms to include: Mortgage loan(s) principal balance, monthly payment amount, mortgage statements, loan documents, current interest rate, expected rate and/or payment adjustments, equity, loan(s) payment history and correspondence from the lender(s).

Information about the Client(s) income and assets, including:

Paystubs, W2s, 1099s, benefit award letters, retirement and pension benefit statements, annuity statements, child support/alimony, tax returns, profit and loss statements, schedules of real estate owned, stock and mutual fund portfolio statements, bank statements, proof of any other income.

Information about the Subject Property, including:

Property profile, comparable sales, active listings, current property listings and other applicable documents.

Information about the Client(s) ability to repay the loan(s), including:

Hardship circumstances, financial profile (assessment of income, assets, expenses and housing debt to income ratio).

B. Assist the Client(s) in preparing a hardship summary/letter.

C. Prepare and submit loan modification request and package of supporting documents to lender(s).

D. Completion of Phase I Services. The NAF Modification Company will complete these Phase I services in during 15 days and in no case later than 30 calendar days from the date this agreement is made, as first above written.

Phase II:

Phase II services are focused on the NAF Modification Company efforts to vigorously and successfully seek through the Lender(s) an offer to the Client(s) (which offer shall be assessed by the NAF Modification Company and clearly explained to the Client(s)) of proactive loan modification solutions which will provide the Client(s) with the opportunity to remain in the Subject Property while making affordable loan payments.

A. Contact the Lender(s) to discuss/negotiate the loan modification request(s) and package of supporting documents.

B. Communicate regularly with the Lender(s) to attempt to negotiate new, and more favorable, loan terms on behalf of Client(s).

C. Assist the Client(s) in understanding and deciding about the modification terms offered by the Lender(s).

D. Successfully negotiate and/or accomplish a loan modification for the Client(s). "Successful loan modification performance" by the NAF Modification Company shall have occurred if the Client(s) accepts one or more of the loan modifications set forth below:

Change adjustable interest rate to a fixed interest rate

Reduce fixed interest rate to a lower fixed interest rate

Reduce adjustable interest rate / reduce CAPS of adjustable interest rate

Stop upward adjustment of adjustable interest rate

Arrange for the delinquent payment amounts to be added to the end of loan

Arrange for the delinquent payment amounts to be added to a longer loan period

Arrange for the delinquent payment amounts to be accepted in an alternative payment plan

Eliminate or reduce the delinquent payment amounts

Arrange for the lender to accept a discounted pay-off or forbearance

E. Completion of Phase I and II Services. The NAF Modification Company will complete these services in no event later than 120 calendar days from the date this agreement is made, as first above written.

F. Payment for Phase I and II Services. The NAF Modification Company shall be entitled to 100 percent of the fee:

Total Loan Balance Under 100k the fee \$2,399.00

Total Loan Balance \$100k - \$200k the fee \$2,799.00

Total Loan Balance \$200k - \$300k the fee \$3,199.00

Total Loan Balance \$300k - \$400k the fee \$3,599.00

Total Loan Balance \$400k - \$500k the fee \$3,999.00

Total Loan Balance \$500k - \$600k the fee \$4,399.00

Total Loan Balance \$600k - \$700k the fee \$4,799.00

Total Loan Balance \$700k - \$800k the fee \$5,199.00

Total Loan Balance \$700k - \$800k the fee \$5,599.00

Total Loan Balance above \$900k – TBD

upon Client(s) accepting Trial Period Plan Agreement or Loan Modification Agreement from their loan Servicer/Lender the fee for Services provided by NAF Modification Company are due in during 5 business days only for the "successful loan modification performance" (The successful loan modification means:

If client(s) will accept Bank's Trial Period Plan or Loan Modification Agreement.

If NAF Modification Company will not receive fees for the provided services in during 10 business days, NAF Modification Company has to right to do one of the following:

- a. Cancellation of the Representation Client for the Loan Modification
- b. Writing Letter to Loan Servicer notifying of the breach of contract
- c. Claim to the Small Court

4. Entire Agreement. This Agreement constitutes the entire agreement between the parties. NAF Modification Company makes no warranty, express or implied, as to the fitness of any recommendation it may make to Client arising out of this Agreement. Except for cause, Client unconditionally waives any right of action against NAF Modification Company, its officers, directors, employees, agents, brokers and assigns, at law, equity or any other cause of action for any reason, directly, indirectly or proximately believed to arise out of this Agreement, for any damages of any nature whatsoever that Client may incur by reason of Client following any recommendation or Client's failure to follow any recommendation NAF Modification Company whether any singular, concurrent or series of recommendations are acted upon or not acted upon in whole or in part by Client.

5. Gender. Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, company, corporation, or other legal domestic or foreign entity, all as the context and meaning of this Agreement may require.

6. Headings. The paragraph titles and headings contained in this Agreement are inserted as a matter of convenience and for ease of reference only, and shall be disregarded for all other purposes including the construction or enforcement of this Agreement or any of its provisions.

7. Cross-references. All cross-references in this Agreement, unless specifically directed to another agreement or document, refer to provisions in this Agreement and shall not be deemed to be references to the overall agreement or to any other agreements or documents.

8. Time Essence. Time is of the essence of every provision of this Agreement that specifies a time for performance.

9. Facsimile Signatures. The parties mutually understand and agree that signature of a facsimile copy of this Agreement shall be deemed an original for all lawfully enforceable purposes.

10. Agreement Received. By virtue of their signatures below, Client acknowledges that he/she has read, understands and agrees to every term, covenant and condition of this Agreement and that he/she has received a true and complete copy hereof, effective the date first above written.

11. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CLIENT SIGNATURE:

NAF Modification Company
Authorize Representative

CLIENT SIGNATURE:

NAF MODIFICATION COMPANY

NO ADVANCE FEES MODIFICATION COMPANY

Financial Resolution Program

Agreement for Reduce Principal Balance of the Loan

This Agreement is made and entered into this ____ day of _____, 20____, by and between NAF Modification Company and _____(Client) Subject to and conditioned to the following

RECITALS:

WHEREAS: NAF Modification Company are in the business of providing an analysis of real estate-secured and other debt, income and the examining for restructuring and lowering borrower's real property secured debt.

WHEREAS Client wishes to employ NAF Modification Company to perform the following services, ("the Services"): (a) analyze Client's debt situation, (b) reduce principal balance of the loan.

NOW THEREFORE in consideration of the foregoing and every term, covenant and condition hereafter set forth, NAF Modification Company and Client do hereby understand, covenant and agree as follows:

1. Provide Complete and Truthful Information. Client shall provide NAF Modification Company in a timely fashion, all information requested by NAF Modification Company necessary to perform the Services. Client expressly represents and warrants NAF Modification Company that he/she/they will at all material times, provide NAF Modification Company and AGENT with information that is complete and accurate and true to the best of their knowledge and belief. Client hereby agrees to defend and hold harmless NAF Modification Company and AGENT from and against any liability of any nature whatsoever arising out of or in connection with Client's breach, in whole or in part, of the representations and warranties herein contained.

2. Performance of Services. Upon receipt of all completed information from Client, NAF Modification Company and AGENT shall promptly analyze Client's financial situation, and perform whatever research NAF Modification Company and AGENT determines in its' sole discretion is necessary, reasonable or advisable, in the carrying out of its duties owed Client. Upon completion of NAF Modification Company analysis and research efforts, NAF Modification Company shall present to Client the options that are as a result of such research, indicated, including but not limited to practical ways to improve Clients present debt.

3. Fees for Services. For and in consideration of the foregoing, Client agrees to pay to NAF Modification Company provides "Reduce balance of the principal amount of the loan" without collecting fees in advance.

After successfully completed service of "Reduce balance of the principal amount of the loan" Client(s) agree to pay:

a. If reduced balance of the principal amount of the loan will be up to \$50,000.00 the fees of NAF Modification Company will be 7.50% from the reduced balance amount or \$3,749.00 whichever is less.

b. If reduced balance of the principal amount of the loan will be between \$50,000.01 and \$100,000.00

the fees of NAF Modification Company will be 5.95% from the reduced balance amount or \$5,929.00 whichever is less.

c. If reduced balance of the principal amount of the loan between \$100,000.01 and \$200,000.00 the fees of NAF Modification Company will be 5.50% or \$10,899.00 whichever is less.

d. If reduced balance of the principal amount of the loan between \$200,000.01 and \$300,000.00 the fees of NAF Modification Company will be 4.95% or \$14,599.00 whichever is less.

e. If reduced balance of the principal amount of the loan between \$300,000.01 and \$400,000.00 the fees of NAF Modification Company will be 4.75% or \$18,899.00 whichever is less.

4. Entire Agreement. This Agreement constitutes the entire agreement between the parties. NAF Modification Company. makes no warranty, express or implied, as to the fitness of any recommendation it may make to Client arising out of this Agreement. Except for cause, Client unconditionally waives any right of action against NAF Modification Company its officers, directors, employees, agents, brokers and assigns, at law, equity or any other cause of action for any reason, directly, indirectly or proximately believed to arise out of this Agreement, for any damages of any nature whatsoever that Client may incur by reason of Client following any recommendation or Client's failure to follow any recommendation NAF Modification Company whether any singular, concurrent or series of recommendations are acted upon or not acted upon in whole or in part by Client.

5. Gender. Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, company, corporation, or other legal domestic or foreign entity, all as the context and meaning of this Agreement may require.

6. Headings. The paragraph titles and headings contained in this Agreement are inserted as a matter of convenience and for ease of reference only, and shall be disregarded for all other purposes including the construction or enforcement of this Agreement or any of its provisions.

7. Cross-references. All cross-references in this Agreement, unless specifically directed to another agreement or document, refer to provisions in this Agreement and shall not be deemed to be references to the overall agreement or to any other agreements or documents.

8. Time Essence. Time is of the essence of every provision of this Agreement that specifies a time for performance.

9. Facsimile Signatures. The parties mutually understand and agree that signature of a facsimile copy of this Agreement shall be deemed an original for all lawfully enforceable purposes.

10. Agreement Received. By virtue of their signatures below, Client acknowledges that he/she has read, understands and agrees to every term, covenant and condition of this Agreement and that he/she has received a true and complete copy hereof, effective the date first above written.

11. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CLIENT SIGNATURE:

CLIENT SIGNATURE:

NAF Modification Company
Authorize Representative
