



Re: Engagement Letter for Eviction Services:

Dear Counsel:

Fidelity National Asset Management Solutions (hereinafter "Fidelity") a division of Fidelity National Title, is a third-party asset manager for various lenders, servicers and investors. In connection with our national asset management and disposition contracts, Fidelity is responsible for assigning counsel, monitoring their performance according to strict time frames and standards for the various REO properties for which eviction, bankruptcy, and other services are required.

Fidelity's objective is to remove holdover tenants and/or owners as quickly as possible at the least overall cost to our clients. In that regard, your services are vital. Furthermore, it is critical that we receive timely and accurate reporting. Our preferred communication is via our website www.fnams.com.

You are currently providing some or all of these services for Fidelity **OR** you have been recommended to provide these services. Regardless of your current status with Fidelity, if you wish to continue your representation of Fidelity or initiate a new relationship with us, this letter outlines our general requirements. *Because we represent a number of individual clients, some of our requirements differ among those clients.*

Please see the Network Agreement included herein and have this executed and returned to us at your earliest convenience. There will be no referrals sent to your office until this executed document has been received.

Please remit the completed document to Fidelity National Asset Management Solutions Attn: Tonya Willis via fax to (720) 566-8109, e-mail twillis@fnf.com or mail to 10385 Westmoor Drive Suite 100, Westminster, CO 80021.

Should you have any questions or concerns please feel free to contact me at (720) 566-8009.

Thank you in advance,

Tonya Willis
Evictions Department Manager
Fidelity National Asset Management Solutions
(720) 566-8009 phone
(720) 566-8109 fax
twillis@fnf.com

NETWORK AGREEMENT

THIS NETWORK AGREEMENT ("Agreement") is made between Fidelity National Asset Management Solutions, a division of Fidelity National Title Company, a Delaware corporation ("FNAMS") and Scott J. Humphrey, LLC (the "Firm") (collectively the "Parties").

WHEREAS, the Firm wishes to provide to FNAMS and its Clients various legal services evictions, bankruptcies, and related loan default services in Alabama (the "Jurisdiction");

WHEREAS, FNAMS wishes to provide the Firm various administrative services related to evictions, bankruptcies, and related loan default services; and

WHEREAS, each Party wishes to provide these services to the other on the terms and conditions set forth below.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Services. During the term of this Agreement (the "Services Period"), each Party shall provide the other with the services set forth in Exhibit A ("the "Services"). The Parties agree to use their best efforts to provide Services in a timely and professional manner. The Parties may periodically agree in writing to add or delete Services listed in Exhibit A. When Services are added, they shall become "Services" for purposes of this Agreement. All Services provided by the Firm shall be in accordance with applicable security instrument(s), as well as federal, state and local laws and practice. The Firm is responsible for identifying any actual or potential conflict of interest during the term of representation. If the Firm does not perform according to the terms outlined below, FNAMS reserves the right to immediately remove existing files from the Firm in accordance with Section 15 below and discontinue referring new files or other legal matters to the Firm.

Section 2. Referrals. The Firm acknowledges that FNAMS has the right to enter into Network Agreements with other law firms at any time. FNAMS may decide which default matters are to be referred to the Firm ("Referrals") and is not obligated to make a minimum number of Referrals to the Firm. By accepting Referrals, the Firm agrees to the terms of this Agreement and waives any right to assert attorney liens or similar charging liens for payment of services or otherwise against such files. If FNAMS and/or the Client subsequently terminates an individual referral, the transfer provisions of Section 15 below shall apply.

Section 3. Fees.

(a) All Services shall be performed for flat Fees pursuant to the fee guidelines promulgated by FNMA. If FNMA revises its fee guidelines, or a contract is revised, the revised fee guidelines shall become "Fees" for purposes of this Agreement and shall apply to all Referrals on or after the effective date of the revised fee guidelines. If you are unsure of these fees please go to www.usfn.org and refer to the mortgage servicers directory for further information.

(b) If an eviction becomes contested, the Firm must provide written notification to FNAMS. Conversion to an hourly fee may occur only after FNAMS has given prior written approval.

(c) The Firm recognizes that interest and expenses accrue daily on each Referral. Any penalties assessed by the Client for delays resulting from the Firm's actions or inaction will be paid by the Firm. Without limiting any other provisions of the Agreement, this provision, together with Section 15 below, shall survive termination of the Agreement by either Party.

Section 4. Expenses. The Firm agrees to advance all fees necessary to meet the costs and expenses required in handling the matters assigned. The Firm agrees that expenses for telephone calls, express or certified mail, postage, copying, faxing, courier charges, electronic research (Lexis, WestLaw, etc.), PACER and/or Banko charges, travel time and related expenses, and mileage are not reimbursable unless required by law. If any of these charges are required by statute, the Firm shall so indicate and provide documentation proving same.

Section 5. Payment for Services. All invoices for services and costs are to be submitted to the Client c/o FNAMS within fifteen (15) days of the completion of any Services via New Invoice. The Firm will be paid on its invoices directly by FNAMS. Cancelled files and files subject to close of escrow must be billed within twenty-four (24) hours of cancellation and/or request of the bill. Failure to meet this requirement will result in the non-payment of the invoice by FNAMS. In no event shall FNAMS be deemed to be a guarantor of, or otherwise responsible for, any obligation of the Client. FNAMS is only responsible for payment regarding services FNAMS hired the Firm to complete. Prior to close of escrow the firm will be sent a "Final Expense Reconciliation" any outstanding invoices must be acknowledged on this form upon return to the sender. Failure to respond to this request or list properly outstanding invoices will result in non-payment of the outstanding invoices. Within the thirty (30) days following the completion of any Services, the Firm will be invoiced separately by FNAMS for an administrative fee in the amount of \$75.00. Said invoices shall be due and payable within thirty (30) days of receipt by the Firm.

Section 6. Insurance. The Firm agrees to maintain in full force and effect a Professional Liability Policy. The minimum amount of coverage shall not be less than One Million Dollars (\$1,000,000.00) per occurrence. The Firm shall provide proof of Insurance to FNAMS on an annual basis and at such other times as may reasonably be requested. The Firm shall immediately notify FNAMS in writing of any changes in coverage, or impending termination, expiration, or lapse of Insurance.

Section 7. Representation of Client. For purposes of this Agreement, FNAMS' servicer/investor clients (the "Client") shall be considered the mutual clients of both FNAMS and the Firm. FNAMS shall be considered the agent of each servicer/investor Client. The Firm will never be prohibited from directly contacting any Client where, in the professional opinion of the Firm, such contact is necessary.

Section 8. Communication Between Parties.

(a) **General Communication.** The Firm shall provide updates via www.fnams.com and/or Lenstar when compatible (notice will be given when Lenstar is available). If for

some reason the Firm is unable to communicate via the website listed above the firm shall provide written or electronic status reports on Referrals on a weekly basis without reminder as required by FNAMS, unless prior agreements between FNAMS and the Firm have been negotiated. The Firm shall respond to all written or oral requests from FNAMS Account Representatives within one business day. FNAMS reserves the rights and remedies available at law or in equity for the Firm's failure to perform any of its obligations hereunder.

(b) Updates. FNAMS shall periodically provide the Firm policy and procedure changes in the form of a FNAMS Network Update ("Update"). The Update shall be sent to the Firm either by facsimile or electronic mail. The Update shall be sent to the facsimile number or e-mail address noted in the Notice Section below. The Firm agrees to incorporate these Updates with the existing policies and procedures. The terms of any Update shall apply to the Parties as of the effective date indicated in the Update. The Firm takes full responsibility for disseminating the information to its staff. The Firm shall promptly bring to the attention of FNAMS any issue, claim or dispute which may have important legal, public relations or policy implications for the Client.

Section 9. Annual Information. The Firm shall provide FNAMS with the following information on an annual basis: (a) Firm resume; (b) a list of all personnel working on Referrals, along with each individual's title and qualifications; (c) a list of the status of all attorneys and professionals with the Firm, including bar registrations, professional associations, and any disciplinary notices or proceedings; and (d) a letter certifying that the statements in Section 13(i) and (ii) are correct.

Section 10. Complete Information. FNAMS shall fully cooperate with the Firm and make a good faith effort to promptly provide the Firm with all relevant information on each Referral. The Firm will review the information provided to ensure that it is sufficient to process each Referral. If the Firm believes that the information is incomplete, the Firm will immediately request the missing information from FNAMS.

Section 11. Confidentiality. Privileged information supplied to the Firm by FNAMS shall be kept confidential in accordance with applicable rules of professional conduct. Notwithstanding anything in this Agreement to the contrary, the Firm shall comply with all privacy and data protection laws, rules, and regulations which are or which may in the future be applicable to the Services. The Firm agrees that it will keep confidential and will not use nor disclose to any other party any nonpublic personal information which it receives from or on behalf of the Client in connection with providing Services under this Agreement, except to perform Services under this Agreement. The term "nonpublic personal information" shall have the meanings set forth in Section 509 of the Gramm-Leach Bliley Act (P.L. 106-102)(15 U.S.C. Section 6809) and implementing regulations thereof. These obligations shall survive termination of this Agreement.

Section 12. Equal Opportunity. The Parties agree that they shall not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, national origin, marital status, liability for service in the armed forces, disability due to veteran status, status as a veteran of the Vietnam era, or the handicapped. The Parties further agree that they shall comply with all the requirements of the Equal Opportunity Clause set forth in Executive Order 11246, as amended, and its implementing instructions, as well as the Rehabilitation Act of 1973 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974. The Parties certify they do not and shall not maintain facilities for their employees in a segregated

manner or permit their employees to perform their services at any location under their control where segregated facilities are maintained.

Section 13. Authorization; Binding Agreement; Good Standing. The Firm has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly executed and delivered by the Firm and constitutes a legal, valid and binding obligation, enforceable against the Firm according to its terms. Neither the Firm, nor any partner, member, officer, attorney or employee of the Firm (i) has been or is currently under investigation by any governmental authority or professional organization for any alleged violation or breach of applicable rules or code of professional responsibility, any applicable codes of ethics, or any applicable rules of moral or ethical conduct that are promulgated by a state court, regulatory agency or professional licensing entity, or (ii) has been convicted of or is under investigation for any crime involving moral turpitude. The Firm will comply with all laws, rules and codes described in (i) and (ii) above, and shall immediately notify FNAMS if the Firm, or any of its representatives, is being investigated for or violates any law or applicable rule of professional conduct.

Section 14. Notices. Any notices required by this Agreement shall be in writing and delivered by registered mail, overnight courier service, telex, telegraph or telefax communication, addressed as follows:

In the case of FNAMS:

Fidelity National Asset Management Solutions
10385 Westmoor Drive, Suite 100
Westminster, Colorado 80021
ATTN: Tonya Willis
Telefax: (720) 566-8109
E-mail: twillis@fnf.com

In the case of the Firm:

Scott Humphrey, LLC
Attention: Katherine Blackwell
Telephone: (205) 988-8888 ext. 1002
Telefax: (205) 987-2221
E-mail: kblackwell@scotthumphrey.com

or at such other address or persons as a Party may designate in writing.

Section 15. Termination. If a Party breaches any term or condition of this Agreement, or fails to perform any obligation contained in this Agreement, then the non-defaulting Party may immediately terminate this Agreement upon written notice. This Agreement is also terminable upon 30 days written notice by either Party at any time for any reason. If the Firm terminates this Agreement, it will take such reasonable steps as are necessary to protect the interests of both FNAMS and the Client. If the Firm is directed to return any or all files, the Firm shall do so within three (3) business days from receipt of said request, along with a substitution of attorney. All original documents, correspondence, and pleadings shall be returned with the file, along with a copy of the entire file, at no expense to either FNAMS or the Client. In

addition, upon completion of the file by substitute counsel, the Firm shall render a final bill for its fee. The Firm acknowledges that the Firm's legal file, together with all documents, papers and funds held in connection with any of the Services provided, remain the sole property of the Client and must be returned promptly to FNAMS upon termination. In the event the Firm refuses to promptly return said files as requested, the Firm agrees it will be liable for any loss incurred.

Section 16. Indemnification. The Firm agrees to indemnify and hold harmless FNAMS and its Clients ("Indemnified Parties"). The Firm will fully reimburse the Indemnified Parties for any losses, liabilities, penalties, damages, expenses, or other harm or injury which the Indemnified Party may incur or suffer, or which may be asserted by any person or entity, including, but not limited to, reasonable attorney's fees and court costs proximately caused by negligence or intentionally wrongful conduct of the Firm. The Firm also agrees to indemnify the Indemnified Parties for failure to meet any predetermined time frames/deadlines and procedures, as established by the Client, proximately caused by negligence or intentionally wrongful conduct of the Firm.

(a) **Outside Counsel.** The Firm assumes all responsibility for the acts and omissions of any outside counsel or "of counsel" retained by the Firm (for example, counsel retained to assist in litigation or counsel retained to make court appearances in remote counties). The Firm assumes all responsibility for any subcontractor or independent contractor engaged directly by the Firm.

(b) **Excess Fees.** The Firm shall reimburse the Client for any fees which are in excess of the agreed schedule of fees or which exceed any amount allowed by applicable Guidelines. Expenses paid after conveyance, overcharges, or penalties resulting from violations or errors will be the sole responsibility of the Firm.

Section 17. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties and their respective partners, heirs, executors, administrators, representatives, successors, and permitted assigns.

Section 18. Assignment. No rights or obligations of either Party may be assigned to any other person or entity without the prior written consent of the other.

Section 19. Miscellaneous. This Agreement contains the entire understanding of the Parties. No provision may be altered, amended, modified, waived or discharged in any way, except by written agreement of both Parties. If any provision of this Agreement is found to be void or unenforceable, the remainder of this Agreement shall not be affected.

Section 20. Termination of Prior Agreement. This Agreement, including all Exhibits, contains the entire Agreement between the Parties relating to the subject matter hereof. All prior Agreements and all prior negotiations, representations, and communications relating to the same subject matter are superseded by this Agreement.

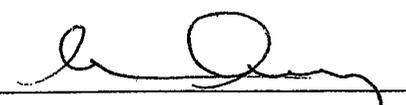
IN WITNESS WHEREOF, the Parties have executed this Agreement this ____ day of

_____, 2005.

**FIDELITY NATIONAL ASSET
MANAGEMENT SOLUTIONS, a division of
FIDELITY NATIONAL TITLE COMPANY**

Scott Humphrey, LLC

By: _____

By:  _____

Its: _____

Its: MANAGING PARTNER

EXHIBIT A

***FIDELITY NATIONAL ASSET MANAGEMENT SOLUTIONS NETWORK SCHEDULE
OF SERVICES***

STATE: ALABAMA
FIRM: SCOTT J. HUMPHREY, LLC
DATE: December 27, 2005

SECTION I. SERVICES PROVIDED BY THE FIRM TO FNAMS

- A. The Firm shall provide FNAMS and its Clients with competent legal representation on all Referrals, including adherence to appropriate standards of professional conduct;
- B. The Firm shall provide FNAMS and its clients with legal representation in a manner consistent with, and in compliance with, FNAMS standards and procedures;
- C. The Firm shall provide FNAMS and its clients with expertise and knowledge related to the law and legal practice in the Jurisdiction and notifying FNAMS of changes in law related to the law and practices related to the Referrals;
- D. The Firm shall commence eviction proceedings upon receipt of eviction referral;
- E. The Firm shall follow the timeframe and communication requirements as provided by FNAMS standards and procedures;
- F. The Firm shall update Lenstar, where applicable, and provide weekly status reports, without reminder, on all eviction referrals;
- G. The Firm shall notify FNAMS of any problems concerning a referral in a timely manner; and
- H. The Firm shall submit invoices according to established billing procedures.

SECTION II. SERVICES PROVIDED BY FNAMS TO THE FIRM

- A. FNAMS shall maintain a national network ("Network") of service oriented attorneys who handle Referrals;
- B. FNAMS shall develop and implement marketing services to obtain clients for the Network;
- C. FNAMS shall prepare and deliver complete Referral packages to the Firm;

- D. FNAMS shall monitor the Referrals for compliance with investor and client due diligence guidelines;
- E. FNAMS shall facilitate client communication and provide per event, per loan and portfolio specific reports to clients regarding Referral status;
- F. FNAMS shall facilitate the ordering of all broker's price opinions (BPO's) and appraisals, and provide them to the appropriate parties, when applicable;
- G. FNAMS shall endeavor to standardize all processes and procedures requisite to managing Referrals from its multi-servicer, multi-platform client base to provide operational and communication efficiencies to the Firm.



Re: Engagement Letter for Eviction Services:

Dear Counsel:

Fidelity National Asset Management Solutions (hereinafter "Fidelity") a division of Fidelity National Title, is a third-party asset manager for various lenders, servicers and investors. In connection with our national asset management and disposition contracts, Fidelity is responsible for assigning counsel, monitoring their performance according to strict time frames and standards for the various REO properties for which eviction, bankruptcy, and other services are required.

Fidelity's objective is to remove holdover tenants and/or owners as quickly as possible at the least overall cost to our clients. In that regard, your services are vital. Furthermore, it is critical that we receive timely and accurate reporting. Our preferred communication is via our website www.fnams.com.

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Should you have any questions or concerns please feel free to contact me at (720) 566-8009.

Thank you in advance,

Tonya Willis
Evictions Department Manager
Fidelity National Asset Management Solutions
(720) 566-8009 phone
(720) 566-8109 fax
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NETWORK AGREEMENT

THIS NETWORK AGREEMENT ("Agreement") is made between Fidelity National Asset Management Solutions, a division of Fidelity National Title Company, a Delaware corporation ("FNAMS") and _____ (the "Firm") (collectively the "Parties").

WHEREAS, the Firm wishes to provide to FNAMS and its Clients various legal services evictions, bankruptcies, and related loan default services in _____ (the "Jurisdiction");

WHEREAS, FNAMS wishes to provide the Firm various administrative services related to evictions, bankruptcies, and related loan default services; and

WHEREAS, each Party wishes to provide these services to the other on the terms and conditions set forth below.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Services. During the term of this Agreement (the "Services Period"), each Party shall provide the other with the services set forth in Exhibit A ("the "Services"). The Parties agree to use their best efforts to provide Services in a timely and professional manner. The Parties may periodically agree in writing to add or delete Services listed in Exhibit A. When Services are added, they shall become "Services" for purposes of this Agreement. All Services provided by the Firm shall be in accordance with applicable security instrument(s), as well as federal, state and local laws and practice. The Firm is responsible for identifying any actual or potential conflict of interest during the term of representation. If the Firm does not perform according to the terms outlined below, FNAMS reserves the right to immediately remove existing files from the Firm in accordance with Section 15 below and discontinue referring new files or other legal matters to the Firm.

Section 2. Referrals. The Firm acknowledges that FNAMS has the right to enter into Network Agreements with other law firms at any time. FNAMS may decide which default matters are to be referred to the Firm ("Referrals") and is not obligated to make a minimum number of Referrals to the Firm. By accepting Referrals, the Firm agrees to the terms of this Agreement and waives any right to assert attorney liens or similar charging liens for payment of services or otherwise against such files. If FNAMS and/or the Client subsequently terminates an individual referral, the transfer provisions of Section 15 below shall apply.

Section 3. Fees.

(a) All Services shall be performed for flat Fees pursuant to the fee guidelines promulgated by FNMA. If FNMA revises its fee guidelines, or a contract is revised, the revised fee guidelines shall become "Fees" for purposes of this Agreement and shall apply to all Referrals on or after the effective date of the revised fee guidelines. If you are unsure of these fees please go to www.usfn.org and refer to the mortgage servicers directory for further information.

(b) If an eviction becomes contested, the Firm must provide written notification to FNAMS. Conversion to an hourly fee may occur only after FNAMS has given prior written approval.

(c) The Firm recognizes that interest and expenses accrue daily on each Referral. Any penalties assessed by the Client for delays resulting from the Firm's actions or inaction will be paid by the Firm. Without limiting any other provisions of the Agreement, this provision, together with Section 15 below, shall survive termination of the Agreement by either Party.

Section 4. Expenses. The Firm agrees to advance all fees necessary to meet the costs and expenses required in handling the matters assigned. The Firm agrees that expenses for telephone calls, express or certified mail, postage, copying, faxing, courier charges, electronic research (Lexis, WestLaw, etc.), PACER and/or Banko charges, travel time and related expenses, and mileage are not reimbursable unless required by law. If any of these charges are required by statute, the Firm shall so indicate and provide documentation proving same.

Section 5. Payment for Services. All invoices for services and costs are to be submitted to the Client c/o FNAMS within fifteen (15) days of the completion of any Services via New Invoice. The Firm will be paid on its invoices directly by FNAMS. Cancelled files and files subject to close of escrow must be billed within twenty-four (24) hours of cancellation and/or request of the bill. Failure to meet this requirement will result in the non-payment of the invoice by FNAMS. In no event shall FNAMS be deemed to be a guarantor of, or otherwise responsible for, any obligation of the Client. FNAMS is only responsible for payment regarding services FNAMS hired the Firm to complete. Prior to close of escrow the firm will be sent a "Final Expense Reconciliation" any outstanding invoices must be acknowledged on this form upon return to the sender. Failure to respond to this request or list properly outstanding invoices will result in non-payment of the outstanding invoices. Within the thirty (30) days following the completion of any Services, the Firm will be invoiced separately by FNAMS for an administrative fee in the amount of \$75.00. Said invoices shall be due and payable within thirty (30) days of receipt by the Firm.

Section 6. Insurance. The Firm agrees to maintain in full force and effect a Professional Liability Policy. The minimum amount of coverage shall not be less than One Million Dollars (\$1,000,000.00) per occurrence. The Firm shall provide proof of Insurance to FNAMS on an annual basis and at such other times as may reasonably be requested. The Firm shall immediately notify FNAMS in writing of any changes in coverage, or impending termination, expiration, or lapse of Insurance.

Section 7. Representation of Client. For purposes of this Agreement, FNAMS' servicer/investor clients (the "Client") shall be considered the mutual clients of both FNAMS and the Firm. FNAMS shall be considered the agent of each servicer/investor Client. The Firm will never be prohibited from directly contacting any Client where, in the professional opinion of the Firm, such contact is necessary.

Section 8. Communication Between Parties.

(a) **General Communication.** The Firm shall provide updates via www.fnams.com and/or Lenstar when compatible (notice will be given when Lenstar is available). If for

some reason the Firm is unable to communicate via the website listed above the firm shall provide written or electronic status reports on Referrals on a weekly basis without reminder as required by FNAMS, unless prior agreements between FNAMS and the Firm have been negotiated. The Firm shall respond to all written or oral requests from FNAMS Account Representatives within one business day. FNAMS reserves the rights and remedies available at law or in equity for the Firm's failure to perform any of its obligations hereunder.

(b) Updates. FNAMS shall periodically provide the Firm policy and procedure changes in the form of a FNAMS Network Update ("Update"). The Update shall be sent to the Firm either by facsimile or electronic mail. The Update shall be sent to the facsimile number or e-mail address noted in the Notice Section below. The Firm agrees to incorporate these Updates with the existing policies and procedures. The terms of any Update shall apply to the Parties as of the effective date indicated in the Update. The Firm takes full responsibility for disseminating the information to its staff. The Firm shall promptly bring to the attention of FNAMS any issue, claim or dispute which may have important legal, public relations or policy implications for the Client.

Section 9. Annual Information. The Firm shall provide FNAMS with the following information on an annual basis: (a) Firm resume; (b) a list of all personnel working on Referrals, along with each individual's title and qualifications; (c) a list of the status of all attorneys and professionals with the Firm, including bar registrations, professional associations, and any disciplinary notices or proceedings; and (d) a letter certifying that the statements in Section 13(i) and (ii) are correct.

Section 10. Complete Information. FNAMS shall fully cooperate with the Firm and make a good faith effort to promptly provide the Firm with all relevant information on each Referral. The Firm will review the information provided to ensure that it is sufficient to process each Referral. If the Firm believes that the information is incomplete, the Firm will immediately request the missing information from FNAMS.

Section 11. Confidentiality. Privileged information supplied to the Firm by FNAMS shall be kept confidential in accordance with applicable rules of professional conduct. Notwithstanding anything in this Agreement to the contrary, the Firm shall comply with all privacy and data protection laws, rules, and regulations which are or which may in the future be applicable to the Services. The Firm agrees that it will keep confidential and will not use nor disclose to any other party any nonpublic personal information which it receives from or on behalf of the Client in connection with providing Services under this Agreement, except to perform Services under this Agreement. The term "nonpublic personal information" shall have the meanings set forth in Section 509 of the Gramm-Leach Bliley Act (P.L. 106-102)(15 U.S.C. Section 6809) and implementing regulations thereof. These obligations shall survive termination of this Agreement.

Section 12. Equal Opportunity. The Parties agree that they shall not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, national origin, marital status, liability for service in the armed forces, disability due to veteran status, status as a veteran of the Vietnam era, or the handicapped. The Parties further agree that they shall comply with all the requirements of the Equal Opportunity Clause set forth in Executive Order 11246, as amended, and its implementing instructions, as well as the Rehabilitation Act of 1973 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974. The Parties certify they do not and shall not maintain facilities for their employees in a segregated

manner or permit their employees to perform their services at any location under their control where segregated facilities are maintained.

Section 13. Authorization; Binding Agreement; Good Standing. The Firm has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly executed and delivered by the Firm and constitutes a legal, valid and binding obligation, enforceable against the Firm according to its terms. Neither the Firm, nor any partner, member, officer, attorney or employee of the Firm (i) has been or is currently under investigation by any governmental authority or professional organization for any alleged violation or breach of applicable rules or code of professional responsibility, any applicable codes of ethics, or any applicable rules of moral or ethical conduct that are promulgated by a state court, regulatory agency or professional licensing entity, or (ii) has been convicted of or is under investigation for any crime involving moral turpitude. The Firm will comply with all laws, rules and codes described in (i) and (ii) above, and shall immediately notify FNAMS if the Firm, or any of its representatives, is being investigated for or violates any law or applicable rule of professional conduct.

Section 14. Notices. Any notices required by this Agreement shall be in writing and delivered by registered mail, overnight courier service, telex, telegraph or telefax communication, addressed as follows:

In the case of FNAMS:

Fidelity National Asset Management Solutions
10385 Westmoor Drive, Suite 100
Westminster, Colorado 80021
ATTN: Tonya Willis
Telefax: (720) 566-8109
E-mail: twillis@fnf.com

In the case of the Firm:

Attention:
Telephone:
Telefax:
E-mail:

or at such other address or persons as a Party may designate in writing.

Section 15. Termination. If a Party breaches any term or condition of this Agreement, or fails to perform any obligation contained in this Agreement, then the non-defaulting Party may immediately terminate this Agreement upon written notice. This Agreement is also terminable upon 30 days written notice by either Party at any time for any reason. If the Firm terminates this Agreement, it will take such reasonable steps as are necessary to protect the interests of both FNAMS and the Client. If the Firm is directed to return any or all files, the Firm shall do so within three (3) business days from receipt of said request, along with a substitution of attorney. All original documents, correspondence, and pleadings shall be returned with the file, along with a copy of the entire file, at no expense to either FNAMS or the Client. In addition, upon completion of the file by substitute counsel, the Firm shall render a final bill for its

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(a) **Outside Counsel.** The Firm assumes all responsibility for the acts and omissions of any outside counsel or "of counsel" retained by the Firm (for example, counsel retained to assist in litigation or counsel retained to make court appearances in remote counties). The Firm assumes all responsibility for any subcontractor or independent contractor engaged directly by the Firm.

(b) **Excess Fees.** The Firm shall reimburse the Client for any fees which are in excess of the agreed schedule of fees or which exceed any amount allowed by applicable Guidelines. Expenses paid after conveyance, overcharges, or penalties resulting from violations or errors will be the sole responsibility of the Firm.

Section 17. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties and their respective partners, heirs, executors, administrators, representatives, successors, and permitted assigns.

Section 18. Assignment. No rights or obligations of either Party may be assigned to any other person or entity without the prior written consent of the other.

Section 19. Miscellaneous. This Agreement contains the entire understanding of the Parties. No provision may be altered, amended, modified, waived or discharged in any way, except by written agreement of both Parties. If any provision of this Agreement is found to be void or unenforceable, the remainder of this Agreement shall not be affected.

Section 20. Termination of Prior Agreement. This Agreement, including all Exhibits, contains the entire Agreement between the Parties relating to the subject matter hereof. All prior Agreements and all prior negotiations, representations, and communications relating to the same subject matter are superseded by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement this ____ day of _____, 2002.

**FIDELITY NATIONAL ASSET
MANAGEMENT SOLUTIONS, a division of**

FIDELITY NATIONAL TITLE COMPANY

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A

***FIDELITY NATIONAL ASSET MANAGEMENT SOLUTIONS NETWORK SCHEDULE
OF SERVICES***

STATE:

FIRM:

DATE: December 27, 2005

SECTION I. SERVICES PROVIDED BY THE FIRM TO FNAMS

- A. The Firm shall provide FNAMS and its Clients with competent legal representation on all Referrals, including adherence to appropriate standards of professional conduct;
- B. The Firm shall provide FNAMS and its clients with legal representation in a manner consistent with, and in compliance with, FNAMS standards and procedures;
- C. The Firm shall provide FNAMS and its clients with expertise and knowledge related to the law and legal practice in the Jurisdiction and notifying FNAMS of changes in law related to the law and practices related to the Referrals;
- D. The Firm shall commence eviction proceedings upon receipt of eviction referral;
- E. The Firm shall follow the timeframe and communication requirements as provided by FNAMS standards and procedures;
- F. The Firm shall update Lenstar, where applicable, and provide weekly status reports, without reminder, on all eviction referrals;
- G. The Firm shall notify FNAMS of any problems concerning a referral in a timely manner; and
- H. The Firm shall submit invoices according to established billing procedures.

SECTION II. SERVICES PROVIDED BY FNAMS TO THE FIRM

- A. FNAMS shall maintain a national network ("Network") of service oriented attorneys who handle Referrals;
- B. FNAMS shall develop and implement marketing services to obtain clients for the Network;
- C. FNAMS shall prepare and deliver complete Referral packages to the Firm;
- D. FNAMS shall monitor the Referrals for compliance with investor and client due diligence guidelines;

- E. FNAMS shall facilitate client communication and provide per event, per loan and portfolio specific reports to clients regarding Referral status;
- F. FNAMS shall facilitate the ordering of all broker's price opinions (BPO's) and appraisals, and provide them to the appropriate parties, when applicable;
- G. FNAMS shall endeavor to standardize all processes and procedures requisite to managing Referrals from its multi-servicer, multi-platform client base to provide operational and communication efficiencies to the Firm.