



To Whom it May Concern:

Thank you for your help in securing proper permits to complete this job. Please find attached our executed agreement with Fannie Mae. We are specifically responsible for acting on Fannie Mae's behalf to comply with local, state and federal laws for the work we have been approved to complete. You can read this in section 9e, iii:

Performance by Vendor.

In rendering its obligations under this Agreement, without limiting other applicable performance warranties, Vendor represents and warrants to Fannie Mae as follows: (i) all work will be performed in a professional and workmanlike manner in accordance with the standards set forth in this Agreement or, in the absence thereof, at a minimum in accordance with industry standards and practices; (ii) Vendor is qualified to do business in each of the states in which it is providing Services hereunder, **(iii) Vendor shall secure all federal, state and/or local permits, licenses, regulatory approvals and registrations required to render Services set forth herein, including without limitation, registration with the appropriate taxing authorities for remittance of taxes;**

I have attached the original agreement as well as the Work Order Authorization for this property should you require it.

Thanks for your help! We sincerely appreciate it. If you need additional information, please don't hesitate to reach out to me directly at 904-683-8054 x30.

Thank you,

Jerry Macnamara
CEO
NFFS General Contractors - CGC #1520737
FNMA TR141861X

856-677-8326 (M)
904-683-8054 x 30 (O)
904-683-7378 (F)

FANNIE MAE REPAIR VENDOR AGREEMENT #LEG-MSA-000245

This Fannie Mae Repair Vendor Agreement #LEG-MSA-000245 (hereinafter "Agreement"), made and entered into this 11th day of September, 2009 (the "Effective Date"), by and between North Florida Field Services Inc ("Vendor"), a Florida corporation, having its principal place of business at 11648 Mandarin Terrace Road, Jacksonville, FL 32223, and Fannie Mae, a Congressionally chartered corporation ("Fannie Mae"), having a place of business located at 14221 Dallas Parkway, Suite 1000, Dallas, Texas 75254.

RECITALS

WHEREAS, Fannie Mae is the owner of residential real property acquired through foreclosure and deed in lieu of foreclosure, located throughout the United States (the "Properties");

WHEREAS, Vendor is in the business of providing residential property repair services and other related professional services; and

WHEREAS, Fannie Mae is in need of such services in relation to Fannie Mae's ownership of the Properties.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **SERVICES PROVIDED BY VENDOR.** From time to time, as requested by Fannie Mae, Vendor shall provide Fannie Mae with property repair services and service levels as set forth in Exhibit A, which is attached hereto and incorporated by reference herein (collectively, the "Services") and which may be amended from time to time.

2. **PRICING.** Fannie Mae agrees to compensate Vendor for services rendered in accordance with pricing that is customary in the industry. Vendor acknowledges receipt of the Fannie Mae Repair Cost Guidelines which are incorporated hereto by reference and understands that all pricing for services will be reviewed by Fannie Mae from the perspective of the Guidelines.

3. **TERM.** This Agreement shall commence upon the Effective Date and shall continue in effect until terminated pursuant to paragraph 4.

4. **TERMINATION.**

(a) Fannie Mae may, in its sole discretion, terminate this Agreement with or without cause by providing written notice of termination to Vendor, which termination shall be effective as of the date specified in such notice of termination.

(b) Vendor shall have the right to terminate this Agreement or a Work Order upon written notice to Fannie Mae if Fannie Mae fails to pay Vendor according to the terms of this Agreement or otherwise materially defaults in fulfilling its obligations under this Agreement and does not cure such default within thirty (30) days following receipt of written notice of default.

(c) The termination of any particular Work Order shall not affect the parties' respective duties and obligations under any other Work Orders then in effect. Unless otherwise specified in a termination notice, the termination of this Agreement shall terminate all Work Orders in effect on the date of such termination. If a termination notice provides that specified Work Orders are not terminated or affected by the termination of this Agreement, then such Work Orders shall be performed until completed as provided in such Work Orders or until the Work Orders are terminated in accordance with this Section, in each case subject to the terms of this Agreement, which will remain in effect for such Work Orders until completion or termination.

(d) If this Agreement or a Work Order is terminated prior to completion of the Services, Fannie Mae will pay Vendor only for those authorized Services rendered to Fannie Mae's reasonable satisfaction prior to termination. Within five (5) days of termination of this Agreement or a Work Order, Vendor shall deliver to Fannie Mae, to the extent relevant to the Work Orders affected by such termination, all: (i) work in progress; (ii) Fannie Mae property; and (iii) materials containing or embodying Fannie Mae Confidential Information or Work Products. Vendor shall not make or retain any partial or entire copies of any of the foregoing and will destroy all computer files containing such data or information. The parties will continue to be bound by those sections of this Agreement that survive termination.

(e) The parties will continue to be bound by those sections of this Agreement that survive termination. Any provisions of this Agreement that contemplate their continuing effectiveness, including, without limitation, Sections 7-9, 11-18, 20 and 21 (a), and (e), shall survive termination of this Agreement.

Unless otherwise specified in the applicable Work Order, invoices shall be payable by Fannie Mae forty-five (45) days after receipt of Vendor's invoice that details amounts due under the applicable Work Order. All amounts due under this Agreement must be billed in a timely fashion in accordance with the preceding paragraph. Fannie Mae shall not be required to pay for charges that are not billed within ninety (90) days after the completion of repairs.

If Fannie Mae enters into an agreement with a mortgage insurer, prior servicer or third party with rights in the Property that may result in the transfer of ownership of or responsibility for the Property, Fannie Mae shall provide a minimum of fourteen (14) calendar days notice to Vendor prior to the last date Fannie Mae will accept invoices for those Services. Fannie Mae may request earlier invoicing of Services, but in all cases Vendor will have a minimum of fourteen (14) days to submit invoices to Fannie Mae for Services performed pursuant to this Agreement.

(b) **Dispute.** Fannie Mae shall not be obligated to pay disputed fees or reimbursement amounts, unless and until such dispute is resolved in Vendor's favor. If Vendor is in breach of this Agreement, Fannie Mae may withhold any disputed payment that would otherwise be due Vendor hereunder until such breach has been cured. If Vendor owes any amounts to Fannie Mae under this or any other agreement, Fannie Mae shall have the right to apply payments due to Vendor under this Agreement toward repayment of any undisputed debts owed by Vendor to Fannie Mae.

(c) **Completion of Work.** Fannie Mae's payments, if any, for Services prior to the completion of such Services shall not diminish Vendor's obligations hereunder and shall not constitute a waiver of Fannie Mae's rights or remedies hereunder.

(d) **Refunds.** In the event of an overpayment, payment to Vendor by Fannie Mae to which Vendor is not entitled, including any installments made to Vendor in connection with Services that are not acceptable to Fannie Mae, Vendor agrees to immediately issue a refund to Fannie Mae by means acceptable to both parties. If the overpayment was made by electronic funds transfer, Vendor authorizes Fannie Mae to initiate an electronic debit transfer from the Vendor's account to correct the overpayment.

7. CONFIDENTIALITY AND PROTECTION OF RECORDS.

(a) **Confidential Information.** If a party (the "Receiving Party") obtains access to Confidential Information (as defined below) of the other party (the "Disclosing Party") in connection with the negotiation of or performance under this Agreement, the Receiving Party agrees: (i) not to directly or indirectly disclose the Confidential Information to any third party without the Disclosing Party's prior written consent; and (ii) to use the Confidential Information only as reasonably necessary to perform its obligations under this Agreement.

"Confidential Information" shall mean: (i) all information about or belonging to the Disclosing Party or a third party that is disclosed or otherwise becomes known to the Receiving Party in connection with this Agreement and that is not a matter of public knowledge; (ii) all trade secrets, customer information and intellectual property owned or licensed by the Disclosing Party; (iii) all personal information about individuals contained in the Disclosing Party's records (including, without limitation, names, addresses, social security numbers, and credit card and other financial information); and (iv) the Work Products, which are the Confidential Information of Fannie Mae. The terms of this Agreement, along with the fact of this Agreement's existence, are the Confidential Information of both parties.

The Receiving Party shall use at least the same degree of care to protect the Confidential Information of the Disclosing Party from unauthorized disclosure or access that the Receiving Party uses to protect its own Confidential Information, but not less than reasonable care. The Receiving Party shall immediately notify the Disclosing Party of any actual or suspected loss or unauthorized use, disclosure of or access to the Disclosing Party's Confidential Information of which it becomes aware and take all steps reasonably requested by the Disclosing Party to limit, stop or otherwise prevent such loss or unauthorized use, disclosure or access. To the extent that Vendor has access to Fannie Mae's records, Vendor agrees to maintain, and to ensure that all of its subcontractors and agents maintain, appropriate measures to ensure the security, confidentiality and integrity of such records, including measures to protect against the unauthorized use, access, destruction, loss or alteration of such records. Fannie Mae retains the right to review audits, test results or other equivalent evaluations related to these measures.

Information of the Disclosing Party shall not be considered Confidential Information to the extent that the Receiving Party can demonstrate that such information: (i) was previously rightfully known by the Receiving Party free of any obligation to keep it confidential; (ii) is or becomes publicly known through no wrongful act of the Receiving Party; (iii) is independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party; or (iv) is subject to disclosure pursuant to a subpoena, judicial or governmental requirement, or order, provided that the Receiving Party has given the Disclosing Party sufficient prior notice of such subpoena, requirement, or order, to permit the Disclosing Party a reasonable opportunity to object to the subpoena, requirement, or order and to allow the Disclosing Party the opportunity to seek a protective order or other appropriate remedy.

(b) **Information Security.** Vendor will transfer to Fannie Mae and any third party performing or receiving services that are incidental to this Agreement only that NPI which it is necessary to transfer in order to fully perform the Services.

(e) Performance by Vendor. In rendering its obligations under this Agreement, without limiting other applicable performance warranties, Vendor represents and warrants to Fannie Mae as follows: (i) all work will be performed in a professional and workmanlike manner in accordance with the standards set forth in this Agreement or, in the absence thereof, at a minimum in accordance with industry standards and practices; (ii) Vendor is qualified to do business in each of the states in which it is providing Services hereunder, (iii) Vendor shall secure all federal, state and/or local permits, licenses, regulatory approvals and registrations required to render Services set forth herein, including without limitation, registration with the appropriate taxing authorities for remittance of taxes; (iv) in the event there is legal action taken or regulatory agency investigation of the Vendor relating to any Services subject hereto, Fannie Mae shall receive immediate written notification; (v) no mechanic's or materialman's or laborer's lien or any such lien or lien affidavit or claim, as allowed under applicable state law, has been filed or will be filed against the Property in connection with Services and Vendor waives any such right to a lien or claim against the Property; (vi) all parties with whom Vendor has contracted in connection with the Services have been paid in full and will have accepted payment in full of all claims and there are no outstanding claims of any kind which would entitle the holder of that claim to any claim against the Property; and (vii) Vendor has not and will not assign claims for payment and the right to perfect a lien on the Property. Vendor shall use suitable precautions to prevent damage to the Property or the property of third parties. Vendor shall, at no cost to Fannie Mae, promptly and equitably reimburse any losses incurred by Fannie Mae or any of its contractors or agents should property be damaged by an act or omission of Vendor or its employees, agents or subcontractors. If the Vendor fails to do so, Fannie Mae may do so and charge to, or otherwise recover from, the Vendor the cost thereof.

(f) Compliance. In its performance of this Agreement, Vendor shall fully comply with all applicable federal, state and local laws, including, without limitation, anti-discrimination laws and wage-payment laws. Vendor shall promptly notify Fannie Mae if Vendor becomes aware of any actual or suspected violation (or charge or investigation) of any such laws and will fully cooperate with Fannie Mae and all governmental authorities in connection with any such actual or suspected violations.

Vendor agrees that during the performance of this Agreement it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or veteran status and that it shall take affirmative action to ensure such non-discrimination.

10. INSURANCE. During the term of this Agreement (and, to the extent that any insurance is carried on a claims made basis, for such period thereafter that claims may be legally made with respect to occurrences during the term) and in any event prior to commencement of work under this Agreement, Vendor shall have and maintain in force, at Vendor's expense, no less than the types and amounts of insurance coverage described in Exhibit B, the Fannie Mae Insurance Requirements, as revised by Fannie Mae, from time to time, which are incorporated herein by reference.

Vendor shall assure that its subcontractors, if any, maintain insurance coverage as specified in this Section or are endorsed as additional insureds on all required Vendor policies and provide evidence of such upon request by Fannie Mae. If at any time Vendor or any subcontractor fails to procure or maintain the required insurance, Fannie Mae, at its option, may procure such insurance on behalf of Vendor and Vendor shall reimburse Fannie Mae for the cost of such insurance upon demand.

The minimum limits of coverage described in this Section are not intended, and shall not be construed, to limit any liability or indemnity of Vendor under this Agreement.

11. INDEMNITY. Vendor shall indemnify, hold harmless, and defend Fannie Mae, its affiliates, its Servicers and their respective officers, directors, customers, agents and employees against all claims, liabilities, costs, damages, judgments, suits, actions, losses and expenses, including reasonable attorneys' fees and costs of suit, arising out of or resulting from: (a) allegations that the Services infringe or violate any Intellectual Property Rights or other proprietary or non-disclosure rights of a third party; (b) Vendor's misuse, unauthorized disclosure, or misappropriation of Confidential Information; (c) Vendor's negligence, willful misconduct, breach of any representation or warranty under this Agreement, or failure to perform its obligations under this Agreement; or (d) any injuries to persons (including death) or damages to property caused by the negligent or willful acts or omissions of Vendor or its subcontractors. Vendor shall not settle any suit or claim regarding any of the foregoing without Fannie Mae's prior written consent if such settlement would be adverse to Fannie Mae's interest. Vendor agrees to pay or reimburse all costs that may be incurred by Fannie Mae in enforcing this indemnity, including attorneys' fees.

12. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE TO THE OTHER PARTY WITH RESPECT TO THIS AGREEMENT, OR FOR ANY ACT OR OMISSION OCCURRING IN CONNECTION WITH THIS AGREEMENT, FOR LOST PROFITS, LOSS OF BUSINESS OR ANY OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE OR UNDER ANY LEGAL THEORY WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER OR NOT THE DAMAGES WERE REASONABLY FORESEEABLE; PROVIDED, HOWEVER, THAT SUCH LIMITATION OF LIABILITY SHALL NOT APPLY TO OBLIGATIONS UNDER SECTIONS 7, 8 OR 11 OF THIS AGREEMENT; provided, however, that the limitations set forth in this Section shall not apply to or in any way limit Vendor's liability to Fannie Mae or a Fannie Mae affiliate for consequential damages constituting lost profits or loss of goodwill which arise from Vendor's gross negligence or willful misconduct.

19. REVIEW AND RETENTION OF RECORDS/AUDIT.

(a) **Retention of Records.** For a period of not less than seven (7) years after the termination expiration of this Agreement, Vendor shall maintain at no additional cost to Fannie Mae, in a reasonably accessible location, all material data, files and records pertaining to its performance under this Agreement and to charges and costs paid or payable by Fannie Mae under this Agreement. If the documents or records exist in electronic form, Vendor shall hold such documents or records in secure facilities and with appropriate back-up to guard against loss due to physical damage, power failure, or physical or electronic contamination, and shall maintain equipment or systems with capability to read, store, copy, reproduce or otherwise access such documents or records. In addition, Vendor hereby grants Fannie Mae (in any of its capacities), a license to use Vendor's technology to access any such documents or records on Vendor's systems as such licensee, in its sole discretion, determines is necessary or convenient in connection with its capacity.

(b) **Audit.** Vendor will provide Fannie Mae, its designated independent audit firm, and its government regulators access, upon reasonable prior notice, to any facility at which either Vendor or any of its subcontractors is providing the Services and to data, records, equipment, software, and Vendor Personnel for the purpose of performing audits and inspections relating to the performance of the Services under this Agreement.

20. NOTICES.

(a) **Transmissions.** All material notices or other communications or notices required under this Agreement shall be given to the parties in writing as follows: (i) by registered or certified United States mail, return receipt requested and postage prepaid to the applicable addresses below, or to such other addresses as the parties may substitute by written notice in the manner prescribed in this Section; (ii) by hand delivery, including courier service delivery, to such addresses; or (iii) by commercial overnight courier with verification receipt, to the addresses provided below:

If to Fannie Mae:

**Joseph Laflamme C.P.M.
Senior Strategic Sourcing Specialist
Fannie Mae Corporate Procurement
13150 Worldgate Drive (MS: 6160F-OB2)
Herndon VA 20170
703-833-3049**

With copy to

**Legal Department
Fannie Mae
14221 Dallas Parkway, Suite 1000
Dallas, TX, 75254-2916
972-773-7949**

If to Vendor:

**North Florida Field Services Inc
Attn: Marti McCoy
11648 Mandarin Terr. Rd.
Jacksonville, FL 32223
904-307-6771**

(b) **Receipt.** Such notices shall be deemed to have been duly given either three (3) Calendar Days after the date of mailing as described above or one (1) Calendar Day after being given to an express courier or delivered via fax as described above.

Agreement #LEG-MSA-000245

EXECUTED this 11th day of September, 2009.

FANNIE MAE:

BY 

PRINTED NAME Kathy Hinton

TITLE VP Corporate Procurement

NORTH FLORIDA FIELD SERVICES, INC.:

BY 

PRINTED NAME Wayne M. McCoy

TITLE Owner

EXHIBITS

Exhibit A - Services

Exhibit B - Fannie Mae Insurance Requirements

Exhibit C - Supplier Diversity