



MAKING YOUR HOME AFFORDABLE AGAIN

1-800-597-MODS

(6 6 3 7)

www.nationalprime.com

help@nationalprime.com

Dear Valued Client:

Thank you for your interest in our mortgage modification services. With the real estate market in serious decline, coupled with the enormous increase in energy prices and widespread unemployment, times are extremely difficult for homeowners. We empathize with your plight, as we are all homeowners too.

National Prime's pledge to you is to work diligently to secure the mortgage relief you need. We have only one objective...to make your home affordable again!

Our staff of mortgage modification experts and attorneys is ready to begin working on your case. In order to get started, we are enclosing the **National Prime Client Package** containing the following:

- (1) Mortgage Modification Services Agreement
- (2) Payment Authorization Form
- (3) Unconditional Full Money Back Guarantee (do not complete)

Please execute the Mortgage Modification Services Agreement, complete the Payment Authorization Form and return the completed Client Package to us via fax to 1-888-891-6903, or via email to help@nationalprime.com.

We will also be sending you a Client Package with a secure electronic signature feature in a separate e-mail. Simply complete the required fields in this e-mail, click the sign button, and you're done...no faxing, no scanning, and no paper.

After we receive your Client Package, we will need certain documents and financial information to negotiate your mortgage modification with your lender. This information is included in our Document Package, which will be sent to you after we receive your completed Client Package.

Should you have any questions about filing out any of the forms, please call us at 1-800-597-6637. We will be more than happy to help you.

Kind Regards,

Prime Settlement Agency

Prime Settlement Agency, Inc.



MORTGAGE MODIFICATION SERVICES AGREEMENT

This Mortgage Modification Services Agreement is entered into this ____ day of _____, 20__ between _____, hereinafter referred to as "Client", and Prime Settlement Agency, Inc. with offices at 1795 Coney Island Avenue, 3rd Floor, Brooklyn, New York 11230, hereinafter referred to as "Company".

WHEREAS, Company is in the business of providing mortgage modification services to homeowners.

WHEREAS, Company employs professional negotiators with expertise in dealing with lending institutions regarding mortgages on residential real estate.

WHEREAS, Client wishes to retain Company, from the date of this Agreement, to perform the services listed in Paragraph 1.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1) **SERVICES** – Company will attempt to successfully negotiate and obtain for Client, a modification of the rate and/or term of the existing mortgage(s) currently held by Client’s lender(s), which modification will result in a lower interest rate, a change from an adjustable rate to a fixed rate, or for a longer term, and/or a principal reduction, on the premises at the following address:

2) **SERVICES RENDERED FEE** - Upon execution of this Agreement, Client will pay Company a fee for services rendered in connection with the evaluation of Client’s financial circumstances and current mortgage obligations, consultation and preparation of the Company’s Official Mortgage Savings Estimate for Client. Said fee is fully refundable for any reason whatsoever within thirty (30) days of payment for the aforementioned services. The fee for services rendered is based on the following criteria:

	<u>Total Mortgage Amount</u>	<u>Fee</u>
Program A	Up to \$250,000	\$99
Program B	\$250,001 - \$500,000	\$399
Program C	Over \$500,000	\$699
Program D	2 nd Home or Investment Property	\$699

3) **CONTINGENT FEES** - Company shall be entitled to payment of the following fees **only upon the successful negotiation of a mortgage modification offered by Client’s lender(s) and accepted by Client**, including but not limited to a Home Affordable Modification Trial Period Plan, on the premises listed in Paragraph 1 above:

- a) In the event Company successfully negotiates and obtains a modification of the rate and/or term of an existing mortgage currently held by Client's lender, to a mortgage with a lower interest rate, a change from an adjustable rate to a fixed rate, or for a longer term, Client agrees to pay Company (i) for Program A, four monthly payments of \$399; (ii) for Program B, four monthly payments of \$499; or (iii) for Programs C and D, four monthly payments of \$699; and
- b) In the event Company successfully negotiates and obtains a modification of the rate and/or term of an additional existing mortgage currently held by Client's lender, to a mortgage with a lower interest rate, a change from an adjustable rate to a fixed rate, or for a longer term, Client agrees to pay Company \$750 for modification of each additional mortgage, regardless of amount (**this fee is waived if Client's mortgages are held by the same lender**); and
- c) In the event Company successfully negotiates and obtains a principal reduction on any mortgage currently held by Client's lender(s), Client agrees to pay an additional fee, based on the following criteria:

<u>Principal Reduction Amount</u>	<u>Fee</u>
Up to \$20,000	FREE
\$20,001 - \$50,000	\$999
Over \$50,000	\$1,999

IF COMPANY IS UNSUCCESSFUL, CLIENT WILL OWE NO CONTINGENT FEES.

4) **EFFORT AND OUTCOME** - Company agrees to use its best efforts in this matter. However, Client acknowledges that Company has given no assurances whatsoever regarding the outcome of this matter, and that Company has not guaranteed the success of any action taken by Company.

5) **CLIENT AFFIRMATION** - Client specifically represents that all of the financial information and documentation provided and representations made to Company in connection with these matters including, but not limited to, recent pay stubs, bank statements, tax returns, worksheets referencing gross monthly expenses, real estate taxes, homeowners insurance, mortgages, mortgage payoff amounts, employment verification/status, status of any judgment and liens and credit history, the like are accurate, truthful and correct. Any intentional or negligent misrepresentation of this information may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentations that Client has made, and/or criminal penalties including but not limited to, fine, imprisonment or both. Client further acknowledges that Company is relying directly on all of the aforementioned financial information and documentation being provided by Client, and Client hereby indemnifies and holds Company harmless from any loss suffered due to any intentional or negligent misrepresentations made by Client. Client further agrees not to interfere, in any way, with negotiations between Company and Client's lender(s). Client also acknowledges that Company has made no representations of any kind regarding any income tax consequences, if any, which may arise from any transaction contemplated in this agreement. Client hereby indemnifies Company and holds Company harmless from any tax liability that Client may incur in connection with the performance of services by Company under this Agreement. Client further acknowledges that Company may also receive additional compensation directly from Client's lender upon successful negotiation of a mortgage modification. Such additional compensation is solely for the benefit of the Company and will not be applied towards the reduction of any Client's fees due under this agreement, whether contingent or otherwise.

6) **EXCLUSIVITY** - Client agrees that Company shall be Client's exclusive representative in negotiating a mortgage modification on the premises listed in Paragraph 1 above, and shall remain so unless this Agreement is terminated pursuant to Paragraph 7.

7) **TERMINATION** - Company may terminate this Agreement if Client breaches any provisions contained herein, or if Company is not successful in negotiating a mortgage modification on the premises listed in Paragraph 1 above. Client may terminate this Agreement at any time for any reason. However, if Company successfully negotiates and obtains a mortgage modification including but not limited to a Home Affordable Modification Trial Period Plan, Client will remain liable for the fee in 3(a) and/or 3(b) and/or 3(c) above, whichever are applicable. Any termination by either Company or Client must be in writing and promptly delivered to each respective party via standard overnight mail.

8) **ACCELERATION and DEFAULT** - In the event of default that is not cured within 5 days on the payment of any installment due under Paragraph 3(a), as evidenced by the invoice rendered by Company, time being of the essence hereof, Company may, without notice or demand, declare the entire sum of all installments, due and payable immediately. Additionally, if Client terminates this Agreement as provided under Paragraph 7, after Company successfully negotiates and obtains a mortgage modification, including but not limited to a Home Affordable Modification Trial Period Plan, the sum of all installment fees due and payable to Company under Paragraph 3 will be immediately due and payable. The entire unpaid balance will incur interest at the rate of 1.5% per 30 days together with applicable collection costs and attorneys fees.

9) **CONSTRUCTION** - This agreement shall be governed by the laws of New York State, and all parties agree to consent to the jurisdiction and venue of an appropriate court located in New York State. In the event litigation becomes necessary to adjudicate rights or responsibilities hereunder, Company shall be entitled to reasonable attorney fees and costs. This agreement contains the entire agreement of Company and Client covering this matter regarding fees and expenses to be paid relative hereto. This agreement represents the full agreement between Company and Client. No other agreement, written or oral, exists, and discussions between Company and Client that are not set forth in this agreement are not part of this agreement. This agreement shall be binding upon Company and Client and their respective heirs, executors, and assigns. Client further understands that there are to be no additions, strikeouts, changes or waivers of any kind whatsoever to this Agreement unless the change is in writing and signed by both Company and Client.

IN WITNESS WHEREOF the Client(s) hereto have set their hands
Dated:

(Client)

(Client)



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ACH PAYMENT AUTHORIZATION

As a duly authorized check signer on the financial institution account identified below **I hereby authorize Prime Settlement Agency, Inc. to perform an electronic funds transfer debit from my CHECKING ACCOUNT in accordance with the terms of the Mortgage Modification Services Agreement.** I understand there will be a \$35 fee automatically charged to my account for any insufficient funds (NSF) transactions. This fee will be in addition to any fees my bank charges for NSF. Please fill out the information EXACTLY as it appears on your check.

Name (as it appears on the account):

Routing Number (9 digits):

Account Number:

Bank Name:

Amount Authorized:

Signature:

CREDIT / DEBIT CARD PAYMENT AUTHORIZATION

As a duly authorized account signer on the financial institution credit account identified below **I hereby authorize Prime Settlement Agency, Inc. to charge my CREDIT / DEBIT CARD in accordance with the terms of the Mortgage Modification Services Agreement.**

Name (as it appears on the card):

Billing Address:

Billing City, State, Zip:

Billing Phone Number:

Card Number:

Type (check one)  Visa  MasterCard  American Express  Discover

Security Code (3 digit code on the back of the card):

Expiration Date (mm/yy): /

Amount Authorized:

Signature:



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PLEASE DO NOT COMPLETE THIS FORM UNLESS YOU WISH TO
CANCEL THE MORTGAGE MODIFICATION SERVICES AGREEMENT



We are so confident that you will be totally satisfied with our professionalism, customer service and mortgage modification expertise that we offer an **UNCONDITIONAL FULL MONEY BACK GUARANTEE.**

If you wish to cancel for any reason, and receive a full refund of the Mortgage Modification Processing Fee you paid, all you need to do is sign and return this form within 30 days of the date of your payment and you will receive a full refund...**NO QUESTIONS ASKED!**

I WISH TO CANCEL AND RECEIVE A FULL REFUND OF THE MORTGAGE MODIFICATION PROCESSING FEE THAT I PAID.

Name

Address

Signature

Date