Exhibit A

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION

Federal National Mortgage Association Mortgage Default Counsel Retention Agreement

This retention agreement ("Retention Agreement" or "Agreement"), when fully executed, shall represent our agreement regarding your law firm's non-exclusive representation of Federal National Mortgage Association ("Fannie Mae") and provision of mortgage default-related legal services in the jurisdiction(s) referenced in the List of Authorized Jurisdictions set forth at the end of this Agreement, as such list is amended from time to time. Your firm will generally receive case referrals directly from a Fannie Mae-approved servicer and proceedings will generally be conducted in the name of the servicer on behalf of Fannie Mae.

1. General Provisions

This Retention Agreement supersedes any previous engagement letter or agreement you may have had with Fannie Mae with respect to any referrals or transfers of Fannie Mae files to your firm for foreclosure, bankruptcy, loss mitigation services, or litigation on or after the effective date of this Retention Agreement. The "Effective Date" of the Retention Agreement shall be the date Fannie Mae executes and dates this Retention Agreement following the firm's completion of the new firm training required in Section 18 below.

Your law firm may not assign its rights or obligations under the Retention Agreement to any third party without the prior written consent of Fannie Mae. The law firm agrees that this Retention Agreement is not intended to create any third-party beneficiary rights in others and is intended solely to benefit the parties to this Agreement.

The person who executes the Retention Agreement on behalf of the law firm represents that he or she is duly authorized and has the requisite approval to bind the firm to the terms of the Retention Agreement. The Retention Agreement shall be binding upon the respective agents, representatives, successors and assignees of the parties hereto.

2. Governing Terms

This Agreement shall supersede and govern over any conflicting terms in any separate engagement agreements the law firm has with servicers of Fannie Mae mortgage loans ("servicers").

3. Joint Attorney-Client Relationship

Servicers service loans for Fannie Mae as independent contractors. The Retention Agreement recognizes and reflects a joint attorney-client relationship between the law firm, the servicer, and Fannie Mae relating to the firm's foreclosure, bankruptcy, loss mitigation, and litigation services on Fannie Mae loans. When a servicer is servicing a loan as to which a referral has been made to the firm, a joint attorney-client relationship exists. The firm agrees to follow directions provided by Fannie Mae, subject to the provisions of Section 7 below.

4. Attorney Performance Standards

Fannie Mae expects that the firm will perform to the highest professional and ethical standards.

5. Choice of Law and Arbitration

The terms of the Retention Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Any controversy or claim between Fannie Mae and the law firm arising out of or relating to the Retention Agreement that cannot be settled by mutual agreement shall be resolved solely and exclusively by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in effect as of the Effective Date of the Retention Agreement. Judgment on such an arbitration award may be entered by any court having jurisdiction thereof. The requirements set forth in this section are continuing obligations that survive the termination or expiration of the Retention Agreement.

6. Fannie Mae Servicing Guide

The firm and all attorneys providing services are responsible for knowing and understanding all information related to the firm's representation of Fannie Mae detailed in our Servicing Guide (including, in particular, Parts VII and VIII) and all current and future Lender Letters and Announcements, which are provided on Fannie Mae's website and may be accessed via AllRegs.

The firm must follow the procedures and guidelines set forth in the Servicing Guide, including any future Lender Letters or Announcements applicable to attorneys handling Fannie Mae Single Family default matters. If the firm believes a conflict exists between the Servicing Guide, any Lender Letters or Announcements, the Retention Agreement, and/or applicable law, the firm should seek clarification on how to resolve the conflict from the Fannie Mae Legal Department via email to default_attorney@fanniemae.com.

By agreeing to the Retention Agreement, the firm represents and warrants to Fannie Mae that each individual conducting services (including employees of the firm, as well as local or appearance counsel and other parties the firm may engage to assist in performing services on Fannie Mae loans) will have the required knowledge and understanding of the Fannie Mae Servicing Guide that is applicable to the services they perform.

7. Conflicts of Interest

The firm must advise the Fannie Mae Legal Department of any conflicts of interest in the firm's representation of Fannie Mae. Fannie Mae and the servicer that refers a specific Fannie Mae matter to the firm will be clients of the firm with respect to that matter. In the event a conflict of interest arises between the interests of Fannie Mae and the servicer in a specific case and the firm determines that it cannot ethically and effectively represent both clients, then the firm must promptly advise Fannie Mae and the servicer and Fannie Mae will resolve the conflict issue with the servicer. The firm may not represent a borrower or a title company (if a title claim should arise) in the same or any related action in which the firm represents Fannie Mae without full disclosure and prior written authorization from Fannie Mae. The firm must maintain processes and procedures in place to identify and resolve any

potential conflicts of interest with the firm's representation of Fannie Mae. The firm may represent a junior lienholder in the same foreclosure action as Fannie Mae if (a) the firm concludes that no conflict exists, (b) Fannie Mae's foreclosure and loss mitigation guidelines are complied with, and (c) all proceeds from the foreclosure sale will be distributed to Fannie Mae until paid in full before any distribution to the junior lienholder. If these conditions are not satisfied in any matter involving a junior lienholder, the firm must not represent the junior lienholder without full disclosure and prior written authorization from Fannie Mae.

8. Reporting and Communications

Fannie Mae may request periodic reports on matters handled by the firm and may establish routine reporting requirements in the future. The firm must promptly respond to all such Fannie Mae reporting requests, which may, at Fannie Mae's election, require the firm to register with and utilize proprietary or third-party systems used by Fannie Mae, including but not limited to CounselLink and Equator. The firm agrees to follow the terms of usage with respect to those proprietary systems when responding to Fannie Mae reporting requests and to pay any fees required to utilize such systems. Moreover, it is the responsibility of the firm to keep Fannie Mae well-informed and current regarding important developments relating to foreclosure or bankruptcy law in the jurisdictions in which the firm practices, as well as any significant, unusual, or non-routine matter involving or affecting any Fannie Mae matter via email to default_attorney@fanniemae.com.

9. Escalations

Within two business days of discovery, or sooner if circumstances warrant, the firm must notify Fannie Mae (via e-mail to default_attorney@fanniemae.com) of matters that require Fannie Mae's attention, including the following:

- bar complaints, sanction proceedings, or litigation asserting systemic issues with the firm or its practic
- any actual or suspected data security breach involving the firm;
- any actual or alleged fraud on the part of the firm;
- federal, state, or local governmental inquiries, including Congressional inquiries, regarding the firm, Fannie Mae loans, or Fannie Mae or servicer practices affecting Fannie Mae loans;
- media inquiries relating in any way to Fannie Mae, the firm, or Fannie Mae loans;
- volume or capacity issues with the firm;
- a breach of this Retention Agreement by the firm;
- any systemic issues with the firm; and
- any significant issues with a servicer's process for handling delinquent Fannie Mae loans (e.g., an issue that causes widespread foreclosure delays or an issue that requires remediation efforts be taken with respect to loans in one or more jurisdictions).

10. Non-Routine Litigation and Other Matters

Fannie Mae reserves the right to direct and control all litigation involving a Fannie Mae loan, and the servicer and any law firm handling the litigation must cooperate fully with Fannie Mae in the prosecution, defense, or handling of the matter. Servicers and any law firms handling non-routine litigation must periodically update Fannie Mae on the progress of non-routine litigation as necessary and appropriate and provide Fannie Mae with sufficient opportunity in advance of any deadline or due

date to review and comment upon proposed substantive pleadings, including motions, responses, replies, and briefs.

The law firm must notify Fannie Mae (via e-mail to nonroutine_litigation@fanniemae.com) of any non-routine litigation. "Non-routine" litigation generally consists of an action that, regardless of whether Fannie Mae is a party to the proceeding:

- seeks monetary damages against Fannie Mae, its officers, directors, or employees;
- challenges the validity, priority, or enforceability of a Fannie Mae loan or seeks to impair Fannie Mae's interest in an REO and the handling of which is not otherwise addressed in the Servicing Guide; or
- presents an issue that may pose a significant legal or reputational risk to Fannie Mae.

Not all contested matters constitute non-routine litigation. A contested foreclosure action in which the borrower alleges a case-specific procedural or technical defect in the foreclosure is not non-routine litigation and need not be reported to Fannie Mae. Similarly, a contested foreclosure action in which the borrower alleges a case-specific payment application claim is not non-routine litigation and need not be reported to Fannie Mae. In contrast, a contested foreclosure or bankruptcy action in which a borrower challenges the servicer's ability to conduct a foreclosure or seek relief from stay based on a legal argument, which if upheld, could have broader application to other Fannie Mae loans is non-routine litigation because of the potential for negative legal precedent which could have an impact beyond the immediate case.

In order to assist the firm in identifying non-routine litigation, Fannie Mae provides the following examples of matters that fit into the three categories identified above and must be reported to Fannie Mae as non-routine litigation. These examples are not intended to be exhaustive. Given the evolving nature of default-related litigation, it is not possible to provide an exhaustive list.

(1) Actions that seek monetary relief against Fannie Mae include any claim (including counterclaims, cross-claims, or third party claims in foreclosure or bankruptcy actions) for damages against Fannie Mae or its officers, directors, or employees.

(2) Actions that challenge the validity, priority, or enforceability of a Fannie Mae loan or seek to impair Fannie Mae's interest in an REO include, by way of example:

- an action seeking to demolish a property as a result of a code violation;
- an action seeking to avoid a lien based on a failure to comply with a law or regulation;
- an attempt by a junior lienholder to assert priority over Fannie Mae's mortgage or extinguish Fannie Mae's interests;
- a quiet title action seeking to declare Fannie Mae's lien void; and
- an attempt by a borrower to effect a cramdown of a mortgage in bankruptcy as to which Fannie Mae has not delegated authority to the servicer or law firm to address.

(3) Actions that present an issue that may pose significant legal or reputational risk to Fannie Mae include, by way of example:

- any issue involving Fannie Mae's conservatorship, its conservator (FHFA), Fannie Mae's status as a federal instrumentality, or an interpretation of Fannie Mae's charter;

- any contention that Fannie Mae is a federal agency or otherwise part of the United States Government;
- any "due process" or other constitutional challenge;
- any challenge to the methods by which Fannie Mae does business;
- any putative class actions involving a Fannie Mae loan;
- a challenge to the standing of the servicer to conduct foreclosures or bankruptcies which, if successful, could create negative legal precedent with an impact beyond the immediate case;
- challenges to the methods by which MERS does business or its ability to act as nominee under a mortgage;
- any "show cause orders" or motions for sanctions relating to a Fannie Mae loan, whether against Fannie Mae, the servicer, a law firm, or a vendor of the servicer or law firm;
- foreclosures on Indian tribal lands;
- any environmental litigation relating to a Fannie Mae loan;
- a need to foreclose judicially in a state where non-judicial foreclosures predominate;
- any claim invoking HAMP as a basis to challenge a foreclosure;
- any claim brought by a governmental body;
- cross-border insolvency proceedings under Chapter 15 of the Bankruptcy Code;
- any claim of predatory lending or discrimination in loan origination or servicing; and
- any claim implicating the interpretation of the terms of the Fannie Mae/Freddie Mac Uniform Mortgage Instruments.

A servicer must obtain Fannie Mae's prior written approval before appealing or otherwise challenging a judgment in any foreclosure or bankruptcy proceeding. A servicer must also notify Fannie Mae if a borrower files an appeal or seeks other post-judgment relief in any foreclosure or bankruptcy proceeding.

A servicer must obtain Fannie Mae's prior written approval before removing a case to federal court based on Fannie Mae's charter.

The firm must monitor all routine foreclosure and bankruptcy matters and timely notify Fannie Mae if a routine legal action becomes non-routine litigation. Non-routine litigation must be reported to Fannie Mae within two business days, except with respect to the following three categories of loan level challenges:

- a challenge to the standing of the servicer to conduct foreclosures or bankruptcies which, if successful, could create negative legal precedent with an impact beyond the immediate case;
- challenges to the methods by which MERS does business or its ability to act as nominee under a mortgage; or
- any claim invoking HAMP as a basis to challenge a foreclosure.

With respect to these three categories of loan-level challenges, Fannie Mae need not be notified until:

- the borrower seeks summary judgment on such a challenge;
- briefing is required in response to such a challenge; or
- the challenge is anticipated to occur at a scheduled trial.

11. Referring to Fannie Mae in Default-Related Legal Matters

Fannie Mae must be described in legal proceedings as "Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing under the laws of the United States of America." Fannie Mae may not be referred to as a "government agency".

12. Legal Fees and Costs

Attached to this Agreement is a Schedule of Legal Fees and Costs which sets forth the allowable legal fees and related costs Fannie Mae will pay for routine foreclosure and bankruptcy matters and nonroutine litigated matters. These allowable fees and costs apply to all loans that are reinstated or paid off, in addition to loans that are foreclosed. All legal fees and costs for foreclosures and bankruptcies should be invoiced to and will be paid by the servicer referring the case to the firm.

13. Billing Review

Fannie Mae reserves the right to review and audit any law firm invoices, even after payment by the servicer. Payment of any invoice shall not constitute a waiver of Fannie Mae's right to seek reimbursement for any excess or inappropriate payment disclosed by such billing audit or otherwise.

14. Confidentiality

In addition to the confidentiality duties imposed by applicable ethics rules, unless otherwise publicly available, the information about borrowers provided to the firm to enable it to provide services to or on behalf of Fannie Mae, including but not limited to borrower information, and any written or electronic material Fannie Mae or the servicer generates in connection with the firm's services ("Confidential Information"), are strictly confidential. The firm agrees to treat all Confidential Information received from the servicer and/or Fannie Mae as strictly confidential and in compliance with applicable privacy laws. The firm further agrees to treat all materials that it prepares using or based on Confidential Information, or any portion thereof (all of which will be deemed part of the Confidential Information), as strictly confidential. Notwithstanding anything set forth above to the contrary, the firm shall be allowed to use and disclose the Confidential Information as required in order to perform the firm's foreclosure, bankruptcy, loss mitigation, and litigation services or as otherwise agreed by Fannie Mae or the servicer in writing.

The firm agrees to maintain, and to ensure that all of the firm's agreements with third-party vendors and local counsel require them to maintain, appropriate measures to ensure the security, confidentiality and integrity of records containing Confidential Information, irrespective of their format, including measures to protect against the unauthorized use, access, destruction, loss or alteration of such records.

The firm will cooperate with Fannie Mae to limit, stop, prevent, or remediate any loss or misuse of Confidential Information and will:

a) immediately investigate any actual or suspected loss or unauthorized use, disclosure of, or access to the Confidential Information of which it becomes aware;

b) immediately, but in no case later than twenty-four (24) hours after the firm has become aware of the incident - or, in the case of non-public personal information, immediately -

notify Fannie Mae of such incident via e-mail to default_attorney@fanniemae.com and privacy_workinggroup@fanniemae.com; and

c) take all steps reasonably requested by Fannie Mae to limit, stop, or otherwise prevent such loss or unauthorized use, disclosure, or access.

The requirements set forth in this section are continuing obligations that survive the termination or expiration of the Retention Agreement.

15. Advertising and Media Relations

Except as described in this section, the firm shall not publish, cause to be published, make public or use Fannie Mae's name, logos, trademarks, or any information about the firm's relationship with Fannie Mae without the prior written permission of Fannie Mae.

Similarly, without Fannie Mae's prior approval, the firm is not authorized to make statements to the media, at a conference or seminar, or to the public about Fannie Mae in any setting other than (a) the courtroom or (b) in a scheduled mediation, arbitration or other dispute resolution forum. The firm must immediately report any media inquiry relating to Fannie Mae, including an inquiry regarding Fannie Mae's relationship with the firm, to the Fannie Mae Legal Department. Fannie Mae will permit advising other servicers of the firm's relationship with Fannie Mae, and the firm may list Fannie Mae as a client in the firm's list of representative clients.

16. Responding to Additional Inquiries

From time to time, it may be necessary for Fannie Mae or its outside vendor(s) or auditor(s) to obtain information regarding the firm's representation of Fannie Mae, or conduct a review or audit of the firm. The firm agrees to respond to such request for information or inquiry fully and promptly, which includes providing unrestricted access to Fannie Mae files, and to cooperate with Fannie Mae and/or its outside vendor(s) or auditor(s). The firm agrees to implement all required measures to remedy and resolve any identified issues.

17. Material Changes in Law Firm

The firm must disclose to Fannie Mae in writing via e-mail to default_attorney@fanniemae.com if there is any material change in the ownership, partnership, or organization of the firm after executing the Retention Agreement. Such notifications should include instances where a named partner leaves the firm or a major practice group separates from the firm.

18. Fannie Mae Training

The firm agrees to participate in and complete Fannie Mae's new firm training for law firms handling Fannie Mae cases. Upon reasonable notice, Fannie Mae will also conduct additional periodic training to the firm. Such periodic training is mandatory and is an important component of the continued relationship between Fannie Mae and the law firm. The firm is required to provide periodic training to staff providing Fannie Mae legal services.

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19. Right to Amend

Fannie Mae reserves the right to amend, modify or supplement the Retention Agreement at any time with thirty (30) days' prior written notice to the firm. The written notice requirement to the firm will be satisfied if the notice is sent in an e-mail notification alerting the firm that a change has occurred. The continuation of work for Fannie Mae by the firm after that time shall indicate the firm's consent to the updated information.

20. Term, Suspension and Termination

A. Term: The term of this Retention Agreement shall commence upon the Effective Date of the Retention Agreement. The term of the Retention Agreement shall continue until such time as Fannie Mae or the law firm terminates the relationship.

B. Suspension and Termination by Fannie Mae: Fannie Mae retains the independent right to terminate, by written notice to the law firm, the Retention Agreement at any time, with or without cause, as to one or more or all Fannie Mae matters. Fannie Mae also reserves the right to suspend the firm from accepting any new Fannie Mae referrals for any reason. In the event that Fannie Mae decides to suspend referrals or terminate the firm's representation, notice of the termination or of any suspension of the right to receive new referrals may be made public via publication of a Lender Letter or similar communication to one or more of our servicers.

C. Termination by the Firm: The law firm may terminate the Retention Agreement by providing Fannie Mae and any affected servicers with 45 days' written notice. In the event the firm provides such notice, the firm agrees to fully cooperate with Fannie Mae, its servicers, and substitute counsel in the prompt and efficient transfer of Fannie Mae files to another firm. The firm further agrees to work diligently with substitute counsel to effect any necessary substitutions of counsel with the courts and, if requested, to continue to handle legal matters until substitute counsel has entered an appearance with the court.

21. Return of Files and Waiver of Retaining Lien

At any time, upon request from Fannie Mae, the firm must return or transfer any or all files as Fannie Mae may identify to Fannie Mae or its designee. In addition, the firm acknowledges that any legal files the firm develops relating to a Fannie Mae loan belong to Fannie Mae. The law firm agrees that it will not assert any lien rights against the files at any time, and the firm hereby disclaims and waives any such lien rights.

Upon termination of the firm's services for Fannie Mae, the firm will promptly deliver to Fannie Mae, or Fannie Mae's designated legal representative (upon request), all documents, records, and work product created and/or compiled hereunder, in electronic format and in paper format if available. Without waiving its right to arbitrate, Fannie Mae reserves the right to seek immediate injunctive relief from a court should the firm fail to promptly return such files. The law firm acknowledges and agrees that Fannie Mae will suffer irreparable injury if these files are withheld.

22. Offshore Work on Fannie Mae Files Prohibited

The firm shall not have any legal work on Fannie Mae matters performed outside the United States or its Territories. This prohibition shall not include any purely "back office" work for the firm such as general bookkeeping or accounting.

23. Referrals in Other Jurisdictions

The firm is not authorized to accept referrals of Fannie Mae files in jurisdictions in which the firm is not retained and which are not referenced in the List of Authorized Jurisdictions set forth at the end of the Retention Agreement. Acceptance of such cases may result in a denial of reimbursement of fees and expenses or other sanctions, including suspension of new referrals to the firm or termination of the firm's Retention Agreement.

24. File Transfer for Eviction or REO Work

Following the completion of the foreclosure, bankruptcy, loss mitigation, or litigation work, Fannie Mae retains the right to direct the law firm to transfer the file to another law firm for any eviction or REO work. Should Fannie Mae elect to transfer any such file, the law firm agrees to fully cooperate with Fannie Mae and the other law firm in the timely and efficient transfer of the file. The firm further agrees to comply with subsequent requests from the other law firm for information or documents necessary to complete any eviction or REO work.

25. Indemnification

The firm agrees that it will indemnify and hold Fannie Mae harmless from any loss or damage, including attorney fees, Fannie Mae may incur or suffer as a result of the firm's negligence in the performance of its professional duties to Fannie Mae. This indemnification also applies to any errors of the firm's vendors and local counsel that cause loss or damage to Fannie Mae. The firm's indemnification obligation does not apply, however, if Fannie Mae's loss or damage results from the firm following Fannie Mae's express written instructions. The requirements set forth in this section are continuing obligations that survive the termination or expiration of the Retention Agreement.

26. Insurance Coverage

The firm must maintain errors and omissions insurance coverage in the amounts set forth in the Fannie Mae Servicing Guide (including all current and future Lender Letters and Announcements), as such amounts may be amended from time to time.

27. Payment of Outsourcing, Referral, Packaging, and Similar Fees Prohibited

The firm must not pay any outsourcing fee, referral fee, packaging fee, or a similar fee in connection with any Fannie Mae mortgage loan. This requirement is in place, in part, to deter actual and potential conflicts of interest that may arise and compromise the overall effectiveness of the service provided to Fannie Mae. The law firm must contact Fannie Mae if anyone attempts to charge the firm such fees in connection with Fannie Mae loans.

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28. Payment of Technology and Invoicing Fees Prohibited

Attorneys may not pay any technology or electronic invoice submission fees charged by servicers or any outsourcing companies or third-party vendors utilized by the servicers in connection with Fannie Mae loans. These charges include, without limitation, any fees charged on a per loan basis, any fees charged on a "click charge" basis, and any fees for entering data into the servicer's systems or any other systems or for accessing data in the servicer's systems or any other systems. The law firm must contact Fannie Mae if anyone attempts to charge the firm such fees in connection with Fannie Mae loans.

29. Prohibition of Servicer-Selected Vendors

Fannie Mae prohibits servicers from directly or indirectly requiring or encouraging attorneys to use specified vendors in connection with Fannie Mae referrals, including, but not limited to, title companies, posting and publication vendors, trustee companies and service of process vendors. The firm must select vendors of its choice based on its assessment of factors such as the cost efficiency, quality, reliability, and timeliness of the services provided by the vendor.

If the firm wishes to use a vendor that is either the servicer itself, an outsourcing company or other third-party vendor utilized by the servicer to assist in servicing defaulted loans (for example, referring loans to foreclosure or bankruptcy, monitoring attorney performance, or providing administrative support services), or an affiliate of the servicer, outsourcing company, or third-party vendor, the attorney must obtain Fannie Mae's prior written approval. Requests for approval must be directed to default_attorney@fanniemae.com. The law firm must contact Fannie Mae if a servicer seeks to require or influence the firm to use specified vendors in connection with Fannie Mae loans.

30. Oversight of Third-Party Vendors

If a firm uses third-party vendors such as local counsel, trustee companies, or title companies to perform or complete any aspect of the foreclosure, bankruptcy, loss mitigation, or litigation services on Fannie Mae loans, the firm is fully responsible for the oversight, management, and performance of the third-party vendors. The firm must direct and review the work performed, and any documents prepared, by third-party vendors and ensure that the vendors comply with applicable law in connection with the work done on Fannie Mae matters, including any required licensing or registration requirements. The firm must also ensure that it maintains Fannie Mae's attorney-client, work product, and other applicable privileges and protections at all times.

ACCEPTED AND AGREED:

FEDERAL NATIONAL MORTGAGE ASSOCIATION

By: Todd Barton
Its: Vice President and Deputy General Counsel
Printed Name: Todd Barton
Date: 4-26-13

Law Firm: ROSICKI ROSICKI & ASSOCIATES PC

By: Kelly A. Poole
Its: Partner
Printed Name: Kelly Ann Poole
Date: 4-10-13

Firm Rosicki, Rosicki & Associates, PC

List of Authorized Jurisdictions

Your law firm is authorized to perform legal services for Fannie Mae under the terms of this Retention Agreement in the following jurisdictions: New York

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