



3900 Wisconsin Avenue, NW
Washington, DC 20016-2892
phone 202 752 7000

May 14, 1998

Cynthia Rosicki, Esq.
Rosicki & Rosicki & Associates, PC
One Old Country Road
Suite 495
Carle Place, NY 11514

Re: Fannie Mae Representation

Dear Ms. Rosicki:

Enclosed please find a fully executed copy of the engagement letter for your participation in the Fannie Mae Single Family Retained Attorney Network. Please retain this letter for your records.

Once again, please be reminded that you may not discuss the retention of your firm with anyone outside of your firm until such time as Fannie Mae issues an Announcement (the anticipated release date is mid-June). Even once Fannie Mae issues the Announcement, the engagement letter prohibits you from "advertising" that you have been retained by Fannie Mae. Please refer to the engagement letter for a fuller explanation of the prohibition on advertising.

Again, thank you for your interest in participating in this program. We look forward to working with you and seeing you at the MORNET training session in Chicago on May 27. If you have any questions, call me at (202) 752-3096

Sincerely,

A handwritten signature in cursive script that reads "Sheila Teimourian".

Sheila Teimourian
Associate General Counsel



FannieMae

Anthony F. Marra

Senior Vice President and
Deputy General Counsel
Legal Department

3900 Wisconsin Avenue, NW
Washington, DC 20016-2892
202 752 7172
202 752 4439 (fax)

**PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION**

April 17, 1998

Cynthia Rosicki, Esq.
Rosicki & Rosicki & Associates, PC
One Old Country Road
Suite 495
Carle Place, NY 11514

Re: Fannie Mae Representation

Dear Ms. Rosicki:

This letter when fully executed shall represent our agreement regarding your firm's non-exclusive representation of the Federal National Mortgage Association ("Fannie Mae") in foreclosure proceedings for Fannie Mae's Attorney Network. As Fannie Mae now directly refers all eviction cases to local counsel, this letter shall also represent our agreement regarding your firm's non-exclusive representation of Fannie Mae in eviction proceedings that we may, from time to time, refer to you. Your firm has been retained because of its expertise in foreclosure and eviction proceedings, and its ability and commitment to meet our time frames and handle the projected volume for your jurisdiction.

The goal of the Attorney Network is to expedite foreclosure and eviction proceedings to enable Fannie Mae to take title to, and possession of, a marketable property as efficiently as the legal process allows. You agree to conduct the foreclosure and eviction proceedings diligently, expeditiously, and properly. In pursuing these actions on behalf of Fannie Mae, you also agree that you will comply at all times with all applicable laws including, without limitation, the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et. seq. (the "Fair Debt Collection Practices Act") and any implementing regulations, and any applicable state statutes or regulations or local ordinances or rules applicable to foreclosure or eviction actions.

Your name (and those of the other law firms in the Attorney Network) will be released to all of our lenders and servicers in an Announcement to the Fannie Mae Servicing Guide which will explain the expansion of the Attorney Network. Your firm will be

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identified as a retained attorney firm to conduct foreclosure proceedings for the State of New York. As noted above, Fannie Mae, and not the servicer, now selects legal counsel for all eviction cases; as a consequence, no firm will be identified in the Announcement as eviction counsel. You should be aware that other firms in the Attorney Network will be assigned to your state. You also understand that the Attorney Network is an optional program for our servicers. As a consequence, we cannot predict the volume of foreclosure referrals you may receive from our servicers.

Attachment A sets forth a more detailed explanation of the requirements and procedures for your firm's participation in the Attorney Network. Your firm must meet (or beat) the timelines set forth in Attachment B (Foreclosure) and Attachment C (Eviction), as may be amended from time to time, for your state(s). We will monitor your firm's performance against the timelines, as well as against the performance of the other firm(s) in the Attorney Network assigned to your state(s). Please note that you may not need to report via MORNET the completion of all milestones set forth in Attachment B. We expect you to comply with the timeframes for each milestone in Attachment B, but only to report on MORNET those milestones that appear in italics on Attachment B. As your firm completes each italicized milestone set forth in the applicable timeline, your firm must immediately report to Fannie Mae electronically via MORNET® (or as otherwise directed by Fannie Mae's National Property Disposition Center with regard to evictions).

To that end, your firm shall enter into the attached MORNET System Subscription Agreement. As we have previously discussed, your firm is not required to pay any costs associated with MORNET. Accordingly, Section 1 of the MORNET System Subscription Agreement has been stricken--please be certain to initial this change. Attachment D is a MORNET Foreclosure, Eviction and Bankruptcy Tracking System User's Guide which explains how to report to Fannie Mae via MORNET; you will also be notified of a MORNET training session in the near future that representatives of your firm responsible for this account and other members responsible for the actual reporting **must attend**.

Attachment B sets forth the timeline for the predominant method of foreclosure in your state(s). However, you should always be on the lookout for alternatives to expedite the foreclosure process. For instance, if the laws of your state(s) permit, and the borrower is willing, you may want to obtain a consent decree if it would expedite the process; or alternatively, you may use a strict foreclosure procedure, if available in your jurisdiction.

In most instances, you will receive the referral of a foreclosure case directly from the servicer. In those instances where the borrower has filed for bankruptcy protection before the loan was referred for foreclosure, the referral may come from a bankruptcy attorney. The Announcement will direct the servicers to send you all information and

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documents necessary for you to begin prosecution of the case immediately. The forthcoming Announcement will generally reaffirm the requirements set forth in Announcement 96-06 which was released when the Attorney Network was introduced in 1996. A copy of Announcement 96-06 is included as Attachment E. We will send you a copy of the new Announcement at the same time it is distributed to servicers. Both the Announcements as well as this letter and all of the attachments contain information vital to your participation in Fannie Mae's Attorney Network. Please read all of this information thoroughly and make sure that you and your staff are familiar with its contents.

The servicer will remain an important player in the delinquency resolution, foreclosure, and eviction processes. Although you are being retained by Fannie Mae, your firm will be interacting with the servicer to obtain loan level information and loan documents, and to execute documents needed in the foreclosure process, and you are hereby authorized to communicate directly with the servicer as needed. Please note that, unlike before, Fannie Mae will make strategy decisions with respect to non-routine counterclaims and defenses, and will approve all extension and excess fee requests, if any. Please do not send any excess fee requests to the servicer for network cases. After your firm completes a foreclosure, you may be notified by Fannie Mae to commence an eviction proceeding.

Fannie Mae has engaged two law firms, listed on Attachment F, to handle all bankruptcies. If you are working on a foreclosure and the borrower files for bankruptcy, you must promptly organize the foreclosure file, and forward the Bankruptcy Referral Package directly to one of the two bankruptcy firms (or such other firms as Fannie Mae may designate as bankruptcy counsel in the future). You must send the case to the bankruptcy firm selected by the servicer (i.e., one of the two firms listed on Attachment F). The contents of the Bankruptcy Referral Package are set forth in Attachment G. You must send the Bankruptcy Referral Package (with a copy of your bill for legal fees and out-of-pocket expenses) to the bankruptcy firm within two business days after learning that the borrower has filed for bankruptcy. As in any case in which you are asked to bill your legal fees prior to completion of the foreclosure case, your legal fees should be prorated to reflect the actual amount of work you did prior to the bankruptcy, which should not exceed the amount you would otherwise be entitled to if you had completed the foreclosure. Again, you need not obtain Fannie Mae's consent before you forward the file to bankruptcy counsel. For your reference, Attachment H is Lender Announcement 97-06 which sets forth Fannie Mae's requirements for handling bankruptcies which you should be familiar with in the event that national bankruptcy counsel asks you to act as local counsel in a particular case.

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The legal fees for foreclosure and eviction proceedings shall be as set forth in the Fannie Mae Servicing Guide, as amended from time to time. You will be reimbursed for your ACTUAL, necessary and reasonable third-party costs (e.g., advertisement, court filing fees, postal costs for registered or certified mail that are required for legal notices). Fannie Mae permits servicers to seek reimbursement pursuant to Form 571 when third-party costs exceed \$500 or have been outstanding for longer than six months. You should advance all third-party costs promptly so as not to delay the foreclosure or jeopardize Fannie Mae's ability to obtain clear title to the property at the end of the foreclosure proceedings. In the event that such costs place an excessive burden on your firm, you should contact the servicer to determine if you will be permitted to request interim reimbursement for ACTUAL third-party costs incurred by you before completion of the legal proceeding. All third-party costs must be itemized and you must retain copies of all third-party bills.

In general, you may bill the servicer for your fees and ACTUAL third-party costs: (i) after the foreclosure is complete; (ii) again (if applicable) after the eviction is complete, or (iii) if the foreclosure is suspended because the borrower filed for bankruptcy. **Under no circumstances may you directly charge the borrower for any services.** If the borrower files for bankruptcy while you are working on a foreclosure, you must prepare a bill for all legal fees (prorated to reflect the actual amount of work you did prior to the bankruptcy, which amount shall not be in excess of the amount you would otherwise be entitled to if you completed the foreclosure) and out-of-pocket expenses. You must submit your bill to the servicer for payment, but you must also include a copy of your bill in the Bankruptcy Referral Package that you send to one of the two bankruptcy firms so that such amounts can be included in the proof of claims.

In the event that you are requested to recommence a foreclosure proceeding that had previously been terminated by reason of a bankruptcy, the fees paid to you for the subsequent proceeding will depend on whether such proceedings can be resumed from when the bankruptcy was declared or whether they must be started over again. If the proceedings can be resumed, the fees for completion of the foreclosure proceeding must be reasonable and related to the amount of work the attorney actually performs after resumption of the proceeding. If the proceedings must be started over, we will pay the full amount of our standard fee for a completed foreclosure.

For reinstatements, payoffs, or modifications, you must bill the servicer for all legal fees (prorated to reflect the actual amount of work you did prior to the reinstatement, payoff, or modification, which amount shall not be in excess of the amount you would otherwise be entitled to if you completed the foreclosure) and out-of-pocket expenses. **Under no circumstances may you directly charge the borrower for any services.** This way, the

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servicer can account for your bill in quoting the reinstatement amount, payoff amount, or modification costs to be paid by the borrower. The servicer will remit directly to you the funds that it collects from the borrower.

In the event that a borrower redeems the property after foreclosure, the servicer will contact you to determine your legal fees and third-party costs to account for such fees and costs in the redemption amount. **Under no circumstances may you directly charge the borrower for any services.** The servicer will remit directly to you the funds that it collects from the borrower unless your fees and expenses have already been paid.

Lender Announcement 96-06 provides that the servicer may not charge an outsourcing referral fee or similar fee in connection with any referral made through the Attorney Network. You are correspondingly prohibited from paying any outsourcing referral fee or similar fee to any servicer or other entity or person in connection with any case referred to you through the Attorney Network.

We are required by statute to seek to maximize our use of minority and women lawyers and want to encourage firms that work for us to hire and promote them. In order to allow us to report on our progress in this area, please fill out Attachment I and return it with an executed original of this engagement letter. At the end of each year, we will ask you to report to us the names, sex, and race of the attorneys and paralegals who worked on each case you handled for us and the total amount of billings associated with each person. Please keep this information current and available.

Because disputes may arise between you and a servicer as to when documents were received or when requests for information were made, we ask that you maintain a log to track all requests to, and responses from, servicers that would be available for inspection by Fannie Mae on request.

At all times you must be in compliance with the Fair Debt Collection Practices Act. You will indemnify and hold Fannie Mae harmless against all losses, costs, liabilities, damages, or judgments, including reasonable legal fees, arising from or out of your violations of the Fair Debt Collection Practices Act or your improper or negligent acts or omissions with respect to the Fair Debt Collection Practices Act (whether or not there is a finding of such by a court). Your indemnification obligation does not apply, however, if during a suit, claim or proceeding, we give you express written instructions and as result of your following them we suffer losses, damages, judgments or legal expenses. You must obtain and maintain in full force and effect malpractice insurance in such amounts as are reasonable and customary, and shall furnish to us, on request, evidence of such insurance.

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You have represented to Fannie Mae that your firm can and will conduct foreclosure and eviction proceedings on Fannie Mae's behalf diligently, expeditiously and properly. Fannie Mae expects you to be responsible for, and you hereby agree to be responsible for, all acts or omissions of your firm in prosecuting foreclosure or eviction cases on Fannie Mae's behalf, which act or omission results in an actual loss to Fannie Mae or requires Fannie Mae to expend funds to rectify such act or omission.

Fannie Mae reserves the right upon reasonable notice to examine, from time to time, your books, records, and case files pertaining to your representation of us.

You must advise us of any conflicts of interest in your representation of us. You may not represent a borrower, a title company (if a title claim should arise) or a junior or senior lienholder in the same action in which you represent Fannie Mae for a foreclosure and/or eviction.

You must also disclose to us in writing if an Affiliated Business Entity provides services in connection with any foreclosure or eviction proceeding in the Attorney Network if the costs of such services are reimbursable by Fannie Mae under our Servicing Guide. An Affiliated Business Entity includes any entity that is owned or controlled directly or indirectly by any principal in your firm or any family member (including in-laws) of any principal of your firm. You are not prohibited from utilizing the services of an Affiliated Business Entity so long as (i) you disclose the relationship to Fannie Mae, and (ii) the fees for such services do not exceed the customary and reasonable fees for comparable services in your jurisdiction.

The terms of your retention, as set forth in this letter and the Attachments, or as may be otherwise conveyed to you from time to time, are confidential. In addition, you shall not, without our prior written permission, advertise (in print or other form of media) that you are a member of the Attorney Network or are a law firm approved by Fannie Mae. This prohibition extends to any advertisement, announcement, publication, mailing, directory entry, newsletter, bulletin board notice, or any other pronouncements -- in whatever form or medium (e.g. print, electronic, Internet posting, television, radio or other media). You may, however, include Fannie Mae's name in a list of representative clients. Violations of this prohibition will result in a termination of your firm from the Attorney Network. In addition, you may not use your status as a member of the Attorney Network to promote any other business, enterprise, issue or cause.

Please note that Fannie Mae retains the right to cease using your firm for such representation at any time, with or without cause. In the event that Fannie Mae decides to terminate your representation be advised that notice of your termination will be made

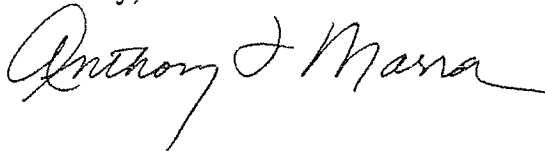
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public to recipients of our Guides via publication of an Announcement. Please also note that the terms of this letter and all Attachments hereto may be revised from time to time by Fannie Mae. All of the Attachments hereto (as the same may be revised from time to time) are incorporated herein by reference.

At any time, upon request from Fannie Mae, you must return such files as Fannie Mae may identify to Fannie Mae or its designee. In addition, you acknowledge that any legal files your firm develops belong to Fannie Mae, and agree that your firm will not assert any lien rights against the files at any time.

Please acknowledge your acceptance of the terms and conditions of this letter and your agreement to be bound by signing an original of this letter and returning it to Vanessa Chernick and Sheila Teimourian at Fannie Mae, 3900 Wisconsin Avenue, N.W., Washington, D.C. 20016. We look forward to working with you.

Sincerely,



Enclosures

ACCEPTED AND AGREED:

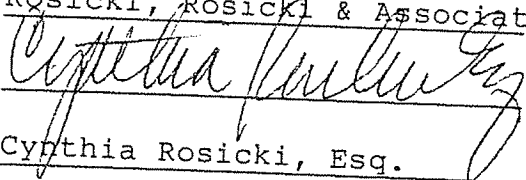
Firm Name: Rosicki, Rosicki & Associates, P.C.
By: 
Name: Cynthia Rosicki, Esq.
Date: April 22, 1998

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 practice;
- 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.

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.

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

Law Firm:

ROSICKI ROSICKI ASSOCIATES PC

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

By: Kelly Ann 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

SCHEDULE OF LEGAL FEES AND COSTS

A. Foreclosure Fees and Costs

1. Services Included in Maximum Allowable Foreclosure Fee

Over the years, Fannie Mae has received numerous inquiries as to what legal services are encompassed by the maximum allowable foreclosure fees, and what legal services are to be compensated separately from the maximum allowable foreclosure fee. This Schedule is intended to clarify some of these issues.

a. Judicial Foreclosures: In general, the maximum allowable foreclosure fee is intended to cover all services that are typically required to be performed by foreclosure counsel in the prosecution of a judicial foreclosure in accordance with local law. These steps include without limitation:

1. Ordering title.
2. Reviewing title reports and exceptions.
3. Drafting Complaint, Summons, Lis Pendens and other papers necessary to initiate the foreclosure action.
4. Filing the foreclosure Complaint and Lis Pendens.
5. Executing all steps necessary to obtain service of process on all defendants, including review of process server affidavits, obtaining court permission to serve by publication, and referral and tracking of published notices.
6. Preparing legal papers for entry of foreclosure judgment, whether by default or through summary judgment or other process.
7. Obtaining judgment of foreclosure, including one court appearance.
8. Preparing all legal papers to conduct the foreclosure sale.
9. Conducting, or arranging for sheriff or other third party to conduct, the foreclosure sale (including attendance by foreclosure counsel, when required).
10. Obtaining judicial confirmation of foreclosure sale where required by local law.
11. Preparing all legal papers necessary to convey title to Fannie Mae or a successful third-party bidder.
12. Preparation and execution of any conveyance documents necessary to complete a lender's repurchase of a property from Fannie Mae or to convey a property to a mortgage insurance company or any other party as instructed by Fannie Mae.

The maximum allowable foreclosure fee does not include the *costs* necessary to prosecute a foreclosure action, such as title charges, filing fees, process server expenses, and publication costs.

b. Non-Judicial Foreclosures: As with judicial foreclosures, the maximum allowable foreclosure fee for non-judicial foreclosures is intended to cover all services that are typically required to be performed by foreclosure counsel in the completion of a non-judicial foreclosure

resulting in title transferring from the borrower to the highest bidder at the foreclosure sale, in accordance with local law. These steps include without limitation:

1. Ordering title.
2. Reviewing title reports and exceptions.
3. Preparing all necessary legal papers to initiate the non-judicial foreclosure process, including Substitution of Trustee, Notice of Default, and Notice of Sale.
4. Recording the necessary documents in the appropriate county recorder's office.
5. Executing all steps necessary to obtain service of process on all persons entitled to notice, including review of process server affidavits and referral and tracking of published notices.
6. Publishing and posting the requisite notices as required by local foreclosure law.
7. Preparing all legal papers to conduct the foreclosure sale.
8. Conducting, or arranging for the sheriff or other third party to conduct the foreclosure sale (including attendance by foreclosure counsel, when required).
9. Preparing and filing a report of sale with the local court or recorder's office where required by local law.
10. Preparing all legal papers necessary to convey title to Fannie Mae or a successful third-party bidder.
11. Preparation and execution of any conveyance documents necessary to complete a lender's repurchase of a property from Fannie Mae or to convey a property to a mortgage insurance company or any other party as instructed by Fannie Mae.

The maximum allowable attorney fee for non-judicial foreclosure proceedings does not include the costs involved in such a proceeding, such as title charges, recordation fees, process server expenses, and publication costs.

2. General Guidance Regarding Foreclosure Fees and Costs

All legal fees and costs for foreclosures should be invoiced to and will be paid by the servicer referring the case to your law firm. You will be reimbursed for your actual, necessary and reasonable third-party costs (e.g., advertisement, court filing fees, postal costs for registered or certified mail that are required for legal notices). You should advance all third-party costs in a foreclosure action promptly so as not to delay the legal proceeding or jeopardize Fannie Mae's ability to obtain clear title to the property at the end of the legal proceedings. In the event that these costs place an excessive burden on your firm, you should contact the servicer to determine how to request interim reimbursement for actual third-party costs incurred by you before completion of the foreclosure. All third-party costs must be itemized and you must retain copies of all third-party bills and make them readily available to Fannie Mae auditors.

In general, you may bill the servicer for your fees and actual third-party costs: (i) after the foreclosure is complete, (ii) if the foreclosure is suspended because the borrower filed for bankruptcy or completed a workout agreement with the servicer, or (iii) as otherwise agreed to by the servicer. Under no circumstances may you directly charge the borrower for any services.

If applicable law and the mortgage instrument permit a foreclosure to be conducted by a trustee that is not a licensed attorney and your law firm elects to engage such a trustee to perform services that are so permitted, the amount paid to the trustee may not exceed the reasonable value

of the trustee's services and may not be charged to Fannie Mae. If you engage the services of a trustee, your law firm will be responsible to Fannie Mae for the quality, timeliness and overall performance of the trustee.

In any case in which you are permitted to bill your legal fees prior to completion of a foreclosure case, your legal fees must be prorated to reflect the actual amount of work you did. In these types of cases, your legal fees should never exceed the amount you would otherwise be entitled to if you had completed the foreclosure.

3. Maximum Allowable Attorney Foreclosure Fees and Costs

The maximum allowable attorney foreclosure fee for the services typically performed in connection with Fannie Mae foreclosures in the jurisdiction(s) covered by this Retention Agreement is posted on Fannie Mae's website (*see* "Allowable Attorney and Trustee Foreclosure Fees" schedule) and is effective for referrals made pursuant to this Retention Agreement. The maximum allowable attorney fee is not earned in full until all steps necessary to complete the foreclosure and vest title in Fannie Mae have been completed, including any post-sale confirmation or ratification proceedings.

All costs associated with the foreclosure must be actual, necessary and reasonable. The costs charged on Fannie Mae loans must be only the actual cost incurred by the third-party vendor as evidenced by the third-party vendor's receipt. Law firms should not seek reimbursement for amounts above the actual amounts charged by the third-party vendor or for amounts that are covered by the allowable foreclosure legal fee. Fannie Mae reserves the right to set maximum allowable costs in connection with Fannie Mae loans. Any state-specific cost limits covered by this Retention Agreement will be provided to you separately. In addition, we will from time to time conduct audits of costs. If we determine that your firm has engaged in a pattern of overcharging, we may immediately suspend new referrals to your firm or terminate your firm's Retention Agreement. We may also seek reimbursement of any overcharges.

Fannie Mae will not reimburse for legal fees and expenses related to actions that are essentially servicing functions or for expenses that are properly allocated to your law firm's overhead expenses (since such expenses are taken into consideration when Fannie Mae establishes its fee schedule). Expenses that generally are considered to be overhead costs include travel time and expenses, document preparation charges, secretarial and word-processing "time" charges, fees for notary services, postage, photocopy charges, charges for certified copies of documents, , telephone charges, and any charges for calls or correspondence to the servicer or Fannie Mae. Fannie Mae will reimburse for actual, legally-mandated postage costs (first class, certified, or registered mail) for any mailings of legal notices required in connection with the foreclosure, but not for other mailings (such as charges for overnight delivery or mailing preparation services).

4. Hourly Fee for Non-Routine Litigation

Fannie Mae will pay your firm an hourly attorney fee rate of \$215 for any non-routine litigated matter we specifically approve your firm to handle, unless otherwise agreed in writing. (*See* Section 10 of the Retention Agreement for a description of "non-routine" litigation.)

5. Publication Cost Guidance

It is critical to distinguish between the actual publication costs (i.e., those amounts charged by and paid to the newspaper, internet site, or other publication) and fees for services rendered by an affiliate or a third-party publication provider (e.g., a publication company) for formatting or placement services related to the publication of the notice or advertisement.

It is your responsibility to ensure the following with respect to publication costs for each Fannie Mae loan for which you are pursuing foreclosure:

- i. That the newspaper or other publication utilized is the lowest cost alternative that meets the requirements of applicable law, taking into account the frequency of publication. If two or more publications meet the requirements of applicable law, in determining which one to utilize, you should consider the frequency of publication and use a daily delay cost figure of \$35. As an example, if two publications are available and one is \$50 less expensive than the other but is published only once a week, the more expensive publication should be utilized in order to avoid incurring excessive costs due to delays in publication (assuming that the use of the more frequent publication will avoid delay of the foreclosure).
- ii. That every effort has been taken to reduce the publication cost, including substituting a reference to the mortgage loan for the full legal description of the property—if doing so will not affect the validity of the foreclosure sale and making sure an advertisement is not typeset or spaced in a manner that increases the costs with no apparent additional benefit.
- iii. That every effort has been taken to obtain any available discounts or rebates from the newspaper or other publication.
- iv. That the only reimbursement sought from Fannie Mae, the servicer, or the borrower is the actual cost of publication, as invoiced by the newspaper or other publication and reduced by any discounts or rebates.
- v. That you obtain, review, and retain for audit purposes the underlying receipts from the newspaper or other publication. All such receipts must be readily available to Fannie Mae's auditors.
- vi. To avoid any confusion with respect to these requirements, Fannie Mae does not have an "allowable" for publication costs set forth in the Retention Agreement and the only reimbursement that your firm shall seek from Fannie Mae, the servicer, or the borrower is the actual cost of publication, as invoiced by the newspaper or other publication and reduced by any discounts or rebates.
- vii. The services covered by the allowable foreclosure fee specifically include the "referral and tracking of published notices" (in judicial states) and "[p]ublishing . . . the required notices as required by local foreclosure law" (in non-judicial states). Law firms should not seek reimbursement for amounts above the actual amounts charged by the newspaper or other publication. Specifically, attorneys should not seek reimbursement for amounts paid to affiliates or third-party vendors (e.g.,

publication companies) for the preparation and/or placement of legal advertisements and notices. If attorneys wish to use third-party vendors or affiliates to perform publication services (including preparation and/or placement of legal advertisements and notices), they may do so only if all of Fannie Mae's requirements are satisfied including the requirements set forth in Fannie Mae Servicing Guide, Part VII, Section 501.03.01 and Part VIII, Section 106.05. Any amounts payable to the third-party vendor or affiliate must be paid by the attorney, and reimbursement of such amounts may not be sought or obtained from Fannie Mae, the servicer, or the borrower. You must review and ensure the quality of work performed by the third-party vendor or affiliate and compliance with our requirements.

6. Maximum Allowable Title Cost and Guidance

The maximum allowable title cost for title searches, including updates and copy charges, done in connection with Fannie Mae foreclosures in the jurisdiction(s) covered by this Retention Agreement is set forth on the enclosed document entitled "Allowable Title Cost for Fannie Mae Foreclosures.") The title search should identify parties that must obtain notice of the foreclosure sale and should include at least a two-owner search (i.e., title search dating back at least to the deed prior to the deed into the borrower). Where available, a title search or Limited Trustee Sale Guaranty should be obtained in lieu of a full Trustee Sale Guaranty, when the cost of obtaining the title search or Limited Trustee Sale Guaranty is less than the cost to obtain a full Trustee Sale Guaranty. Review of the title report is included in the allowable legal fee for the jurisdiction and should not be added to the title cost. Your firm agrees to use every effort to obtain the lowest cost for an acceptable title product in connection with Fannie Mae loans and seek reimbursement only for actual, necessary and reasonable title costs.

B. Maximum Allowable Bankruptcy Attorney Fees

All legal fees and costs for bankruptcies should be invoiced to and will be paid by the servicer referring the case to your law firm. The maximum attorney fees that Fannie Mae allows for the services typically performed in connection with Fannie Mae bankruptcy matters referred pursuant to this Retention Agreement are posted on Fannie Mae's website. (See "Allowable Bankruptcy Attorney Fees" schedule.)

Fannie Mae will reimburse the servicer for the actual cost of court filing fees and other out-of-pocket expenses incurred in connection with bankruptcy proceedings. To ensure proper reimbursement, servicers or their attorneys must secure Fannie Mae excess fee approval prior to incurring bankruptcy attorney fees in excess of those scheduled.

C. Additional or Excess Foreclosure and Bankruptcy Fees

Fannie Mae understands that unexpected events occur in the course of pursuing foreclosure actions or handling bankruptcies. When these events are not due to either a breach or alleged breach of a seller representation or warranty, an actual or alleged servicer error, or actual or alleged error or lack of diligence on the part of your firm, Fannie Mae will reimburse the servicer for reasonable attorneys' fees it pays to your law firm that are necessary to resolve the issues caused by these events. However, these excess fees will be payable only if Fannie Mae authorizes your firm to charge the fees before they are incurred. All requests for excess

foreclosure and bankruptcy fees must be submitted by email message to excess_fee_request@fanniemae.com. We may change this process in the future and if we do so, we will advise you in writing. Our current excess fee approval process for your jurisdiction(s) is set forth in the Attorney Authorization Approval matrix ("AAA matrix"), which will be provided to you at a later date. Events which may require additional legal services for which Fannie Mae will reimburse the servicer include, but are not limited to, the following:

1. Additional court appearances due to borrower delay or court-initiated continuances.
2. Motions to shorten redemption periods (for instance, when a property has been abandoned).
3. Litigation activities, including discovery practice, motions, trial and appeal, engendered by borrower defenses not related to origination or servicing of the loan, and not related to the acts or omissions of your firm.
4. Probate court practice required due to the death of the borrower or co-borrower.
5. Intervention by other claimants, including taxing authorities or homeowners or condominium associations.

If additional legal services are required in order to protect Fannie Mae's interest and these legal services are not within the scope of services contemplated by the maximum allowable foreclosure fee and are required due to a breach or alleged breach of selling warranties or representations or an actual or alleged servicer error, Fannie Mae requires the servicer to pay counsel a reasonable fee for their services. Approval for such fees should not be sought from Fannie Mae. Some of these events may include, but are not limited to:

1. Title curative work, including judicial proceedings to eliminate recorded liens which are prior in time, judicial proceedings to account for missing intervening assignments, legal analysis, and communications with prior lienholders and title companies.
2. Litigation activities, including discovery practice, motions, trial and appeal, engendered by borrower defenses related to origination or servicing of the mortgage loan, including payment dispute allegations.

Even if you do not receive fee approval from the servicer for these kinds of matters, you must take all actions necessary to protect Fannie Mae's interests and to ensure that our ability to timely pursue foreclosure is not jeopardized. If you have been unable to obtain fee approval from the servicer within seven business days in cases regarding allegations of origination or servicing error, you must notify us via e-mail to nonroutine_litigation@fanniemae.com. Include in the e-mail the following information: (1) the Fannie Mae loan number, (2) the servicer name and servicer loan number, (3) a description of the issues and the actions required, (4) the date on which approval was sought, and (5) the name of the servicer representative from whom approval was sought.

D. Notification of Cost Increases

In order to assist Fannie Mae in monitoring and controlling costs, we require that you notify us of any increases in foreclosure costs, including any increases imposed by you, your affiliates, or any third-party vendors. You must notify us immediately of any cost increases by e-mail to default_attorney@fanniemae.com.

E. Amending Allowable Fees and Costs

Fannie Mae reserves the right to amend any of the allowable attorney fees and costs referenced herein. Notice of any such changes will be provided to you by e-mail and/or be posted on Fannie Mae's website.

Exhibits: Allowable Attorney and Trustee Foreclosure Fees¹
 Allowable Bankruptcy Attorneys Fees²
 Allowable Title Costs for Fannie Mae Foreclosures

¹ This document is currently posted on Fannie Mae's website. The reference to "Trustee" fees does not apply to cases referred on or after June 1, 2013. On and after that date, all referrals must be made to attorneys. Direct referrals to trustees are not permitted in any jurisdictions.

² This document is currently posted on Fannie Mae's website.



Allowable Attorney and Trustee Foreclosure Fees

This list contains the maximum attorney's or trustee's fees that Fannie Mae allows for legal work related to foreclosures of whole mortgage loans, participation pool mortgage loans, and MBS mortgage loans serviced under special servicing options.

State	Non-Judicial Foreclosure	Judicial Foreclosure
Alabama	\$900	On Approval ²
Alaska	\$1,200	On Approval ²
Arizona	\$925	On Approval ²
Arkansas	\$1,050	On Approval ²
California	\$1,000 ³	On Approval ²
Colorado	\$1,225	On Approval ²
Connecticut	N/A	\$1,700 ^{4, 5}
Delaware	N/A	\$1,350
District of Columbia	\$600 ^{1, 6}	On Approval ²
Florida	N/A	\$2,250 ¹²
Georgia	\$900	On Approval ²
Guam	\$1,200	On Approval ²
Hawaii	\$1,100	\$2,400 ⁸
Idaho	\$1,050	On Approval ²
Illinois	N/A	\$1,750
Indiana	N/A	\$1,500
Iowa	\$850	\$1,300
Kansas	N/A	\$1,250
Kentucky	N/A	\$1,700
Louisiana	N/A	\$1,350
Maine	N/A	\$1,750
Maryland	\$2,100	On Approval
Massachusetts	N/A	\$2,000 ⁴
Michigan	\$1,000	On Approval
Minnesota	\$1,025 ⁹	On Approval
Mississippi	\$900 ¹	On Approval ²
Missouri	\$950	On Approval
Montana	\$1,000	On Approval ²
Nebraska	\$900	On Approval ²
Nevada	\$1,100	On Approval
New Hampshire	\$1,150	On Approval ²
New Jersey	N/A	\$2,425
New Mexico	N/A	\$1,500
New York	\$800 ¹⁰	\$2,000 ^{4, 10}
North Carolina	\$1,150	On Approval
North Dakota	N/A	\$1,250

State	Non-Judicial Foreclosure	Judicial Foreclosure
Ohio	N/A	\$1,700
Oklahoma	N/A	\$1,450
Oregon	\$1,000	\$2,050
Pennsylvania	N/A	\$1,650
Puerto Rico	N/A	\$1,500 ^{4, 11}
Rhode Island	\$1,300	On Approval ²
South Carolina	N/A	\$1,650
South Dakota	N/A	\$1,250
Tennessee	\$900	On Approval
Texas	\$900	On Approval
Utah	\$925	On Approval
Vermont	N/A	\$1,700
Virgin Islands	N/A	\$1,800
Virginia	\$925	On Approval
Washington	\$1000	On Approval
West Virginia	\$1,000 ^{1,6}	On Approval ²
Wisconsin	N/A	\$1,500
Wyoming	\$1,000	On Approval ²

Notes:

¹This fee covers the combined attorney's and notary's fees.

²Because this is not the preferred method of foreclosure, the servicer must obtain approval of its use from Fannie Mae's Regional Counsel prior to initiation by sending a request to nonroutine_litigation@fanniemae.com. Fannie Mae will provide procedural instructions and applicable fees at the time it grants approval.

³This fee applies to completed foreclosures. If the mortgage loan is reinstated after recordation of the Notice of Default (but before mailing of the Notice of Sale), the maximum fee is \$500 or the maximum allowed by statute, whichever is less. If the mortgage loan is reinstated after mailing of the Notice of Sale but before the Trustee's Sale, the maximum fee is \$750 or the maximum allowed by statute, whichever is less.

⁴An additional \$200 will be permitted when the property is sold to a third party and the attorney must perform additional work to complete the transfer of title to the successful bidder.

⁵This fee applies to Strict Foreclosures. If the court orders a Foreclosure by Sale, the fee will be \$1,950.

⁶This fee includes the attorney's fee, the notary's fee and the trustee's commission (or statutory fee).

⁷This fee includes reimbursement for any fee for the attorney's certificate of title.

⁸A fee of \$3,400 will be permitted for judicial foreclosures in locations other than Honolulu County

⁹This fee increases to \$1,400 for any case in which the attorney provides services for "proceedings subsequent" that involve registered land.

¹⁰In New York, the non-judicial foreclosure process is to be used only in connection with cooperative share loans. The fee includes all steps in the foreclosure process, including the transfer of the stock and the lease for an occupied cooperative unit. A fee of \$2,400 will be permitted for judicial foreclosures in the City of New York and on Long Island (Nassau and Suffolk Counties).

¹¹In addition to the allowable foreclosure fee, Fannie Mae will pay a notary fee up to the greater of \$250 or one percent (1%) of the bid amount on the mortgage being foreclosed

¹²The allowable fee for foreclosures in Florida, where judgment is obtained as a result of an uncontested trial, is established at \$3,000



Allowable Bankruptcy Attorney Fees

Fannie Mae's schedule of maximum allowable attorney fees for bankruptcy actions applies to both servicer-retained and Fannie Mae-retained attorneys. The fee will vary depending on the Chapter under which the bankruptcy is filed (and, if applicable, the status of the mortgage loan at the time of the bankruptcy filing).

Bankruptcy Action	Maximum Fee Reimbursement
Chapter 7 Cases	
Motion for Relief from Stay, One or Two Hearings, and Order	\$550
Proof of Claim Preparation (if required)	\$275
Notice of Appearance	\$0
Additional Hearings or Other Services	Excess fee request
Chapter 13 Cases	
Proof of Claim Preparation, Plan Review, and Plan Negotiations	\$425
Objection to Plan and One or Two Hearings	\$400
Motion for Relief from Stay, One or Two Hearings, and Order	\$650
Agreed Order: Court Certification of Default/Stay Termination	\$150
Agreed Order: Notice of Default/Stay Termination	\$50
Payment Change Notifications	\$50
Notices of Fees, Expenses and Charges ¹	\$50
Response to Final Cure Payment ²	\$50/\$250
Notice of Appearance	\$0
Additional Hearings on Motions for Relief from Stay or Objections to Plans	Excess fee request
Second Motion for Relief from Stay or Objection to Plan	
Response to Proof of Claim Objection	
Actions Related to Serial Bankruptcy Filers	
Other Fees or Costs ³	

Footnotes:

- ¹ Servicers must not make requests for post-bankruptcy fees, expenses, and charges that aggregate less than \$50.
- ² If the servicer agrees with the Trustee's notice of final cure payment and the debtor is otherwise current on all payments, Fannie Mae will reimburse the servicer for up to \$50 in legal fees for filing the response. If the servicer does not agree with the Trustee's notice of final cure payment or the debtor is not otherwise current on all payments, Fannie Mae will reimburse the servicer for up to \$250 in legal fees for filing a Response which explains the basis for the disagreement. Fees for additional proceedings (briefing, discovery, or hearings) must be submitted as excess fee requests.
- ³ Fees for Chapter 11 or Chapter 12 cases, adversary proceedings, or any other fees not covered in the above schedule must be submitted as an excess fee request.

Additional Notes: Fannie Mae will not reimburse bankruptcy fees or costs for the following without prior excess fee approval:

- PACER and mailing (preparation and postage),
- Mortgage loan document retrieval, or
- Motions for Relief from Stay in Chapter 7 cases when filed more than 60 days from the bankruptcy petition date.



Allowable Title Cost for Fannie Mae Foreclosures

This list contains the maximum allowable title cost for title searches, including updates and all copy costs, done in connection with Fannie Mae foreclosure referrals. The title search should identify parties that must obtain notice of the foreclosure sale and should include at least a two-owner search (i.e. title search dating back at least to the deed prior to the deed into the borrower). Where available, a title search or Limited Trustee Sale Guaranty should be obtained in lieu of a full Trustee Sale Guaranty, when the cost of obtaining the title search or Limited Trustee Sale Guaranty is less than the cost to obtain a full Trustee Sale Guaranty. Review of the title report is included in the allowable legal fee for the jurisdiction and should not be added to the title cost.

State	Title Cost
Alabama	\$225
Alaska	N/A
Arizona	\$300- subject to product availability
Arkansas	\$225
California	\$300
Colorado	\$275
Connecticut	\$250
Delaware	\$225
District of Columbia	\$225
Florida	\$200
Georgia	\$225
Guam	N/A
Hawaii	\$400
Idaho	\$225
Illinois	\$225
Indiana	\$225
Iowa	\$225
Kansas	\$225
Kentucky	\$225
Louisiana	\$225
Maine	\$225
Maryland	\$225
Massachusetts	\$225
Michigan	\$225
Minnesota	\$225
Mississippi	\$225
Missouri	\$225
Montana	\$225
Nebraska	\$225
Nevada	\$300- subject to product availability
New Hampshire	\$225
New Jersey	\$275
New Mexico	\$225
New York	\$275
North Carolina	\$275
North Dakota	\$225
Ohio	Must limit title cost to minimum required by Ohio law.

Oklahoma	\$250
Oregon	\$225
Pennsylvania	\$225
Puerto Rico	\$325
Rhode Island	\$225
South Carolina	\$225
South Dakota	\$225
Tennessee	\$225
Texas	\$225
Utah	\$300
Vermont	\$225
Virgin Islands	N/A
Virginia	\$225
Washington	\$300-subject to product availability
West Virginia	\$225
Wisconsin	\$225
Wyoming	\$225

EXHIBIT D

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA *ex rel.* PETER D.
GRUBEA,

Plaintiff,

v.

ROSICKI, ROSICKI & ASSOCIATES, P.C., *et al.*,

Defendants.

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JUDGMENT

Upon the consent of plaintiff the United States of America and defendants Rosicki, Rosicki & Associates, P.C., Enterprise Process Service, Inc., and Paramount Land, Inc. ("Defendants"), it is hereby

ORDERED, ADJUDGED and DECREED: that plaintiff the United States of America is awarded judgment in the amount of \$4,600,000 against Defendants as well as post-judgment interest at the rate of 12% per annum compounded daily; and it is further

ORDERED, ADJUDGED and DECREED: that Defendants shall be jointly and severally liable for the full amount of the judgment set forth herein.

For the United States

Dated: New York, New York
November __, 2018

GEOFFREY S. BERMAN
United States Attorney for the
Southern District of New York

By: _____

CRISTINE IRVIN PHILLIPS
ANDREW E. KRAUSE
JOSEPH N. CORDARO
Assistant United States Attorneys
86 Chambers Street, Third Floor
New York, New York 10007

For Defendants

Dated: New York, New York
November __, 2018

By: _____

DANIEL J. HORWITZ, ESQ.
TRACY BURNETT, ESQ.
McLaughlin & Stern, LLP
260 Madison Avenue
New York, New York 10016

SO ORDERED:

HON. JED S. RAKOFF
UNITED STATES DISTRICT JUDGE

Dated: _____, 2018

CERTIFICATE OF SERVICE

I, Debra Brown, hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) on February 6, 2023.

/s/Debra Brown

Debra Brown