

**DISCLAIMER:** This document is intended solely for use in connection with a law firm's legal representation of Freddie Mac for the provision of bankruptcy, default-related and real estate owned (REO) -related legal services ("Legal Representation"). These and any other materials provided by Freddie Mac for the provision of Legal Representation shall be protected from disclosure as privileged and confidential. All such materials shall be used solely for the purpose of providing Legal Representation to Freddie Mac and for no other purpose without the express written consent of Freddie Mac.

## ATTORNEY CLIENT PRIVILEGE

### **Federal Home Loan Mortgage Corporation Default Law Firm Limited 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 the Federal Home Loan Mortgage Corporation ("Freddie Mac") and the provision of Single Family mortgage default-related legal services in **[insert state]**. Your firm will generally receive case referrals directly from a Freddie Mac-approved Servicer and proceedings will generally be conducted in the name of the Servicer on behalf of Freddie Mac. When proceedings are conducted on Freddie Mac's behalf, your law firm will be representing both Freddie Mac and the Servicer, subject to the terms of this Agreement.

#### **1. General Provisions**

This Retention Agreement supersedes any previous engagement letter or agreement you may have or have had with Freddie Mac with respect to any referrals or transfers of Freddie Mac mortgage loan files to your firm for foreclosure, bankruptcy, loss mitigation services, or litigation, regardless of the date of such referral or transfer.

Your law firm may not assign its rights or obligations under the Retention Agreement to any third-party without the prior written consent of Freddie Mac. 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 Freddie Mac-owned or guaranteed Mortgage ("Freddie Mac loans" or "loans").

#### **3. Joint Attorney-Client Relationship**

Servicers service loans for Freddie Mac as independent contractors. The Retention Agreement recognizes and reflects a joint attorney-client relationship between the law firm, the Servicer, and Freddie Mac relating to the firm's foreclosure, bankruptcy, loss mitigation, and litigation services on Freddie Mac 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 Freddie Mac, subject to the provisions of Section 7 below.

#### **4. Attorney Performance Standards**

Freddie Mac expects that the firm will perform to the highest professional and ethical standards.

#### **5. Choice of Law**

The terms of this Retention Agreement shall be governed by and construed in accordance with the substantive law of the Commonwealth of Virginia, excluding provisions of Virginia law concerning choice-of-law that would result in the law of any State other than Virginia being applied. Any claims, actions or proceedings arising out of or related to this Agreement will be brought in the United States District Court for the Eastern District of Virginia, Alexandria Division. The parties hereby submit to the personal jurisdiction of said Court and consent to the dismissal of any such action that is brought in any other forum.

#### **6. Freddie Mac Single-Family Seller/Servicer Guide**

The firm and all attorneys providing services are responsible for knowing and understanding all information related to the firm's representation of Freddie Mac detailed in Freddie Mac's Single-Family Seller/Servicer Guide ("Guide") (including, but not limited to, Chapters 9201, 9202, 9204, 9301, 9401, 9402 and 8404) and all current and future Guide chapters and Bulletins. The firm is required to subscribe to [www.AllRegs.com](http://www.AllRegs.com) (or access the site through [www.freddiemac.com](http://www.freddiemac.com)) or any similar service that provides access to the Guide and Bulletins.

The firm must follow the procedures and requirements set forth in the Guide, including any future Bulletins applicable to attorneys handling Freddie Mac default matters. If the firm believes a conflict exists between the Guide, any Bulletins, the Retention Agreement, and/or applicable law, the firm should seek clarification on how to resolve the conflict from the Freddie Mac Legal Department via email to [Legal\\_Escalations@freddiemac.com](mailto:Legal_Escalations@freddiemac.com).

By executing the Retention Agreement, the firm represents, warrants, and covenants to Freddie Mac that each individual providing 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 Freddie Mac loans) will have the required knowledge and understanding of the Guide that is applicable to the services they perform.

#### **7. Conflicts of Interest**

The firm must advise Freddie Mac's Legal Department of any conflicts of interest in the firm's representation of Freddie Mac. Freddie Mac and the Servicer that refers a specific Freddie Mac 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 Freddie Mac 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 Freddie Mac and the Servicer and we will resolve the conflict issue with the Servicer.

In the event a conflict of interest arises and the firm has obtained information adverse to Freddie Mac, the firm shall treat such information as attorney-client privileged information in favor of Freddie Mac and may not disclose such information to 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 Freddie Mac without full disclosure and prior written authorization from Freddie Mac. The firm must maintain processes and procedures to identify and resolve any potential conflicts of interest with its representation of Freddie Mac. Freddie Mac does not consent to dual representation of Freddie Mac and another lien holder (including the Servicer) on the same property.

## **8. Reporting and Communications**

Freddie Mac may request periodic reports on matters handled by the firm and may establish routine reporting requirements. The firm must promptly respond to all such Freddie Mac reporting requests. Moreover, it is the responsibility of the firm to keep Freddie Mac well-informed and current regarding important developments relating to foreclosure or bankruptcy law in the jurisdictions in which the firm practices by sending notification to [Legal\\_Escalations@freddiemac.com](mailto:Legal_Escalations@freddiemac.com). The firm must also provide notification of any significant, unusual, or non-routine matter as defined in Section 10 involving or affecting any Freddie Mac loan via email to [Nonroutine\\_Litigation@freddiemac.com](mailto:Nonroutine_Litigation@freddiemac.com).

## **9. Escalations**

Within two business days of discovery, the firm must notify Freddie Mac via email to [Legal\\_Escalations@freddiemac.com](mailto:Legal_Escalations@freddiemac.com) of matters that require Freddie Mac's attention, including the following:

- any bar complaints, sanction proceedings, or litigation asserting systematic issues with the firm, firm attorney, or its practices;
- incidents that compromise the security, confidentiality or integrity of "sensitive customer information" and that security incident is related to Freddie Mac loans;
- 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 or Freddie Mac loans;
- media inquiries relating in any way to Freddie Mac, the firm, or Freddie Mac loans;
- volume or capacity issues with the firm;
- breach of this Agreement, or the contract between the firm and the Servicer;
- legal matters such as regulatory updates and specific reporting on certain matters (e.g., transfer tax matters);
- any systemic issues with the firm;
- systematic Servicer issues related to file suspensions and foreclosure holds (e.g., failure to properly implement new statutory changes); and,

- any issues with a Servicer’s process for handling delinquent Freddie Mac loans, e.g., an issue that causes widespread foreclosure delays or an issue that requires remediation efforts to be taken with respect to Freddie Mac loans in one or more jurisdictions.

## **10. Routine and Non-Routine Litigation and Other Matters**

Freddie Mac reserves the right to direct and control all litigation involving a Freddie Mac loan, regardless of whether Freddie Mac is a named party. The Servicer and any law firm handling the litigation must cooperate fully with Freddie Mac in the prosecution, defense, or handling of the matter. Servicers and any law firms handling non-routine litigation must periodically update Freddie Mac on the progress of non-routine litigation as necessary and appropriate and provide Freddie Mac 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.

### **A. Routine Litigation**

Routine litigation generally involves contested default-related actions in which the borrower alleges case-specific defenses or issues which, if successful, would not create negative legal precedent beyond the immediate case.

### **B. Non-routine**

Non-routine litigation generally involves contested default-related actions in which the borrower alleges case-specific defenses or issues which, if successful, would create negative legal precedent beyond the immediate case.

Examples of default-related matters that would be considered non-routine litigation and must be reported to Freddie Mac include but are not limited to the following:

1. Actions that name Freddie Mac as a party.
2. Actions that seek monetary relief against Freddie Mac, including any claim (e.g., counterclaims, cross-claims, or third-party claims in foreclosure or bankruptcy actions) for damages against Freddie Mac or its officers, directors, or employees.
3. Actions that challenge the validity, priority, or enforceability of a Freddie Mac loan or seek to impair Freddie Mac’s interest in a Real Estate Owned (“REO”) property and the handling of which is not otherwise addressed in the Guide such as:
  - actions seeking to demolish a property as a result of a code violation;
  - actions seeking to avoid a lien based on a failure to comply with a law or regulation;
  - attempts by a junior lienholder to assert priority over Freddie Mac’s mortgage or extinguish Freddie Mac’s interests;
  - a quiet title action seeking to declare Freddie Mac’s lien void; and

- attempts by a borrower to effect a cramdown of a mortgage in bankruptcy as to which Freddie Mac has not delegated authority to the Servicer or law firm to address.
4. Actions that present an issue that may pose legal or reputational risk to Freddie Mac, such as:
- any issues involving Freddie Mac’s conservatorship, its conservator, the Federal Housing Finance Agency (FHFA);
  - any issues involving Freddie Mac’s status as a federal instrumentality, or an interpretation of Freddie Mac’s charter;
  - any contentions that Freddie Mac 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 Freddie Mac does business;
  - any putative class actions involving a Freddie Mac 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 the Mortgage Electronic Registration Systems, Inc. (MERS) does business or its ability to act as nominee under a mortgage;
  - any “show cause orders” or motions for sanctions relating to a Freddie Mac loan, whether against Freddie Mac, the Servicer, the law firm, or a vendor of Freddie Mac, the Servicer or law firm;
  - foreclosures on Indian tribal lands;
  - any environmental litigation relating to a Freddie Mac 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;
  - any claim invoking the Ability-to-Repay Rule as a civil claim or as a basis to challenge a foreclosure; and
  - any claim implicating the interpretation of the terms of the Fannie Mae/Freddie Mac Uniform Mortgage Instruments.

The firm must monitor all routine foreclosure and bankruptcy matters and timely notify Freddie Mac if a routine legal action becomes non-routine litigation. A firm must notify Freddie Mac within two (2) business days of the firm receiving notice of any non-routine litigation. All notifications must be sent via email to [Nonroutine\\_Litigation@freddiemac.com](mailto:Nonroutine_Litigation@freddiemac.com).

A firm must also notify Freddie Mac if a borrower files an appeal or seeks other post-judgment relief in any foreclosure or bankruptcy proceeding.

A firm must obtain Freddie Mac's prior written approval before removing a case to federal court based on Freddie Mac's charter, before appealing or otherwise challenging a judgment in any foreclosure or bankruptcy proceeding, or before intervening in a legal action on Freddie Mac's behalf.

#### **11. Referring to Freddie Mac in Default-Related Legal Matters**

Freddie Mac must be described in legal proceedings as the "Federal Home Loan Mortgage Corporation ('Freddie Mac'), a corporation organized and existing under the laws of the United States of America." Freddie Mac may not be referred to as a "government agency."

#### **12. Actions Initiated in Freddie Mac's Name**

The firm may not initiate non-routine legal actions in Freddie Mac's name without prior written approval from Freddie Mac's Legal Division.

#### **13. Legal Fees and Costs**

The firm will be provided a Schedule of Legal Fees and Costs, which sets forth the allowable legal fees and related costs Freddie Mac will reimburse the Servicer for routine foreclosure and bankruptcy 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.

#### **14. Billing Review**

Freddie Mac 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 Freddie Mac's right to seek reimbursement for any excess or inappropriate payment disclosed by such billing audit or otherwise.

#### **15. 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 Freddie Mac, including but not limited to borrower information, and any written or electronic material Freddie Mac 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 Freddie Mac 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 Freddie Mac 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 Freddie Mac 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 Freddie Mac of such incident via email to [Legal\\_Escalations@freddiemac.com](mailto:Legal_Escalations@freddiemac.com).
- c) take all steps reasonably requested by Freddie Mac 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.

## **16. Advertising and Media Relations**

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

Similarly, without Freddie Mac's prior approval, the firm is not authorized to make statements to the media, at a conference or seminar, or to the public about Freddie Mac 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 Freddie Mac, including an inquiry regarding Freddie Mac's relationship with the firm, to Freddie Mac's Legal Department. Freddie Mac will permit advising other Servicers of the firm's relationship with Freddie Mac, and the firm may list Freddie Mac as a client in the firm's list of representative clients.

## **17. Responding to Additional Inquiries**

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

## **18. Material Changes in Law Firm**

The firm must disclose to Freddie Mac in writing via email to Legal\_Escalations@freddiemac.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.

## **19. Freddie Mac Training**

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

## **20. Right to Amend**

Freddie Mac 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 email notification alerting the firm that a change has occurred. The continuation of work for Freddie Mac by the firm after that time shall indicate the firm's consent to the updated information.

## **21. 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 Freddie Mac or the law firm terminates the relationship.

**B. Suspension and Termination by Freddie Mac:** Freddie Mac 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 Freddie Mac matters. Freddie Mac also reserves the right to suspend the firm from accepting any new Freddie Mac referrals for any reason. In the event that Freddie Mac 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 Bulletin 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 Freddie Mac and any affected Servicers with 45-days prior written notice. In the event the firm provides such notice, the firm agrees to fully cooperate with Freddie Mac, its Servicers, and substitute counsel in the prompt and efficient transfer of Freddie Mac mortgage loan 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, continue to handle legal matters until substitute counsel has entered an appearance with the court.



## **22. Return of Files and Waiver of Retaining Lien**

At any time, upon request from Freddie Mac, the firm must return or transfer any or all files as Freddie Mac may identify to Freddie Mac or its designee. In addition, the firm acknowledges that any legal files the firm develops relating to a Freddie Mac loan belong to Freddie Mac. 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 Freddie Mac, the firm will promptly deliver to Freddie Mac, or Freddie Mac'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. Freddie Mac 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 Freddie Mac will suffer irreparable injury if these files are withheld.

## **23. Offshore Work on Freddie Mac Files Prohibited**

The firm shall not have any legal work on Freddie Mac 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.

## **24. Referrals in Other Jurisdictions**

The firm is not authorized to accept referrals of Freddie Mac files in jurisdictions in which the firm is not retained and which are not identified in 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.

## **25. File Transfer for Eviction or REO Work**

Following the completion of the foreclosure, bankruptcy, loss mitigation, or litigation work, Freddie Mac retains the right to direct the law firm to transfer the file to another law firm for any eviction or REO work. Should Freddie Mac elect to transfer any such file, the law firm agrees to fully cooperate with Freddie Mac 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.

## **26. Indemnification**

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

this section are continuing obligations that survive the termination or expiration of the Retention Agreement.

## **27. Insurance Coverage**

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

## **28. 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 Freddie Mac 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 Freddie Mac. The law firm must contact Freddie Mac if anyone attempts to charge the firm such fees in connection with Freddie Mac loans.

## **29. 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 Freddie Mac 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 Freddie Mac if anyone attempts to charge the firm such fees in connection with Freddie Mac loans.

## **30. Prohibition of Servicer-Selected Vendors**

Freddie Mac prohibits Servicers from directly or indirectly requiring or encouraging attorneys to use specified vendors in connection with Freddie Mac 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 Freddie Mac’s prior written approval. Requests for approval must be directed to [Legal\\_Escalations@freddiemac.com](mailto:Legal_Escalations@freddiemac.com). The law firm must contact Freddie Mac if a Servicer seeks to require or influence the firm to use specified vendors in connection with Freddie Mac loans.

**31. 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 Freddie Mac 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 Freddie Mac matters, including any required licensing or registration requirements. The firm must also ensure that it maintains Freddie Mac’s attorney-client, work product, and other applicable privileges and protections at all times.

**32. Effective Date**

This agreement shall be deemed effective as of June 1, 2013, if fully executed by the parties on or before that date. Otherwise, this agreement shall be effective as of the date the agreement is fully executed.

ACCEPTED AND AGREED:

FEDERAL HOME LOAN MORTGAGE CORPORATION Law Firm: \_\_\_\_\_

By: \_\_\_\_\_  
Its: Vice President and Deputy General  
Counsel, Litigation  
Printed Name: Lance Wolf  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Firm Mailing Address:  
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\_\_\_\_\_  
\_\_\_\_\_

Firm EIN: \_\_\_\_\_