

REGISTERED LOBBYIST CONTACT DISCLOSURE FORM

This form is to be completed by Executive Branch employees who are contacted by registered lobbyists regarding EESA. This report includes a written description of each contact, the date and time of the contact, and the names of the registered lobbyist(s) and the employee(s) with whom the contact took place. Written materials prepared by registered lobbyists should be attached to this form for posting on the website. The information on this form will be available to the public on Treasury's website.

To be completed by the employee contacted			
Date and time of contact:	Name of the Employee(s) Contacted (Name and Title)	Brief description of the communication: (attach separate sheet if necessary)	
06/02/2010 4:00-5:00 PM	Cindy Gertz, Director of Operations, Homeownership Preservation Office, OFS; Ben Purser, Supervisory Risk and Compliance Specialist, OFS Compliance	Discussion of the nature and general requirements of the upcoming guidance to be issued to servicers with respect to the annual certification requirement under the Home Affordable Modification Program (HAMP). A copy of their proposed certification is attached	
Name of the Employee(s) who prepared this form:			Date
Ben Purser			06/08/2010

Registered Lobbyist Name:	Title:	Firm or Organization:, if applicable	Client
Vicki Vidal	Associate Vice President of Loan Administration	Mortgage Bankers Association	Multiple Mortgage Servicers
Paul M. Leonard	Vice President of Government Affairs	The Financial Services Roundtable	Multiple Mortgage Servicers

CERTIFICATION

This Certification is delivered as provided in Section 1. C. of the Amended and Restated Commitment to Purchase Financial Instrument and Servicer Participation Agreement (the “Commitment”), effective as of [INSERT], by and between Federal National Mortgage Association (“Fannie Mae”), a federally chartered corporation, acting as financial agent of the United States, and the undersigned party (“Servicer”). All terms used, but not defined herein, shall have the meanings ascribed to them in the Commitment. Servicer hereby certifies that, to the best of Servicer’s knowledge, as of June 30, 2010 (the “Certification Effective Date”), that:

1. Servicer is established under the laws of the United States or any state, territory, or possession of the United States or the District of Columbia, and has significant operations in the United States. Servicer had full corporate power and authority to enter into, execute, and deliver the Agreement and to perform its obligations hereunder and has all licenses necessary to carry on its business as now being conducted and as contemplated by the Agreement.

2. In connection with the Programs, Servicer is in compliance with, and certifies that all Services have been performed in compliance with, all applicable Federal, state and local laws, regulations, regulatory guidance, statutes, ordinances, codes and requirements, including, but not limited to, the Truth in Lending Act, 15 USC 1601 § et seq., the Home Ownership and Equity Protection Act, 15 USC § 1639, the Federal Trade Commission Act, 15 USC § 41 et seq., the Equal Credit Opportunity Act, 15 USC § 701 et seq., the Fair Credit Reporting Act, 15 USC § 1681 et seq., the Fair Housing Act and other Federal and state laws designed to prevent unfair, discriminatory or predatory lending practices and all applicable laws governing tenant rights. Subject to the following sentence, Servicer has obtained all governmental approvals, or made all governmental registrations, required under applicable law to authorize the performance of its obligations under the Programs in which Servicer is participating and the Agreement. The performance of Services under the Agreement has not conflicted with, or been prohibited in any way by,

any other agreement or statutory restrictions by which Servicer is bound, except to the extent of any restrictions arising out of contractual limitations under applicable pooling and servicing agreements and other servicing or related contracts to which Servicer is subject. Servicer is not aware of any other legal or financial impediments to performing its obligations under the Programs or the Agreement and has promptly notified Fannie Mae of any financial and/or operational impediments known to Servicer which may have impaired its ability to perform its obligations under the Programs or the Agreement. Servicer is not delinquent on any Federal tax obligation or any other debt owed to the United States or collected by the United States for the benefit of others, excluding any debts or obligations that are being contested in good faith.

3. (i) Servicer is performing its obligations in accordance with the Agreement and is promptly providing such performance reporting on the Programs as Fannie Mae and Freddie Mac have reasonably required, subject to delays based on system limitations, or as a result of good faith requests for clarification of requirements; (ii) all Services relating to benefits under the Programs available to eligible borrowers are being offered by Servicer to such borrowers, documented and serviced by Servicer in accordance with the applicable Program Documentation; and (iii) all data, collection information and other information reported by Servicer to Fannie Mae and Freddie Mac under the Agreement, including, but not limited to, information that Servicer could reasonably expect to be relied upon by Fannie Mae and Freddie Mac in calculating the Purchase Price and in performing any compliance review, is true, complete and accurate in all respects, and consistent with all relevant business records of Servicer, as and when provided, or, if such information was obtained by Servicer from third parties, including borrowers or prior servicers, Servicer has no knowledge that such information is or was incorrect or incomplete at the time it was provided to Fannie Mae or Freddie Mac.

4. Servicer is: (i) performing the Services required under the Program Documentation and the Agreement in accordance with the practices, industry standards of care, and degree of attention used in a well-managed operation, and no less than that which the Servicer exercises for itself under similar circumstances; and (ii) using qualified individuals with

suitable training, education, experience and skills to perform the Services. Servicer acknowledges that participation in the Programs required changes to, or the augmentation of, its systems, staffing and procedures; Servicer is taking all reasonable actions necessary to ensure that it had the capacity to implement the Programs in which it is participating within a reasonable time in accordance with the Agreement.

5. Servicer is complying with all regulations on conflicts of interest that are applicable to Servicer in connection with the performance of Services, as well as all conflicts of interest and non-disclosure obligations and restrictions and related mitigation procedures set forth in the Program Documentation (if any), as they related to the Programs in which Servicer is participating.

6. Servicer acknowledges that the provision of false or misleading information to Fannie Mae or Freddie Mac in connection with the Programs or pursuant to the Agreement may constitute a violation of: (a) Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or (b) the civil False Claims Act (31U.S.C. §§ 3729-3733). Servicer will disclose to Fannie Mae and Freddie Mac any credible evidence known to Servicer, in connection with the Services, that a management official, employee, or contractor of Servicer has committed, or may have committed, a violation of the referenced statutes.

8. Servicer acknowledges that Fannie Mae and Freddie Mac may be required to assist the Treasury with responses to the Privacy Act of 1974 (the "Privacy Act"), 5 USC § 552a, inquiries from borrowers and Freedom of Information Act, 5 USC § 552, inquiries from other parties, as well as formal inquiries from Congressional committees and members, the Government Accounting Office, Inspectors General and other government entities, as well as media and consumer advocacy group inquiries about the Programs and their effectiveness. Servicer is responding promptly and accurately to all reasonable requests for assistance made by Fannie Mae and Freddie Mac, complying with any procedures which Fannie Mae and Freddie Mac have established relating to such requests, and providing related training or instituting policies and procedures to its employees and

contractors to ensure prompt cooperation with such requests. In connection with Privacy Act inquiries, Servicer is providing updated and corrected information as appropriate about borrowers' records to Fannie Mae on behalf of the Treasury.

9. Servicer acknowledges that Fannie Mae is required to develop and implement customer service call centers to respond to borrowers' and other parties' inquiries regarding the Programs in which Servicer participates, which may require additional support from Servicer. Servicer is providing such additional customer service call support as Fannie Mae reasonably requests to support such Programs.

10. Servicer acknowledges that Fannie Mae and/or Freddie Mac are required to develop and implement practices to monitor and detect loan modification fraud and to monitor compliance with applicable consumer protection and fair lending laws. Servicer is fully and promptly cooperating with Fannie Mae's inquiries about loan modification fraud and legal compliance and complying with any anti-fraud and legal compliance procedures which Fannie Mae and/or Freddie Mac have required. Servicer has developed and implemented an internal control program to monitor and detect loan modification fraud and to monitor compliance with applicable consumer protection and fair lending laws, among other things, as provided in Section 4 of the Financial Instrument.

11. For purposes of this certification, the phrase "to the best of Servicer's knowledge" means that the statements contained herein are based on the actual knowledge on the Certification Effective Date of the undersigned officer of Servicer, including matters identified in the course of reasonable due diligence undertaken by Servicer in connection with this certification, information obtained through discussions with officers and managers of Servicer with responsibility for the provision of Services under the Agreement, including quality assurance and audit personnel, and other matters brought to Servicer's attention by Fannie Mae and Freddie Mac/MHA-C prior to the Certification Effective Date. . All statements herein with respect to compliance with any legal requirements or performance of any contractual obligations do not include violations which are deemed to be insubstantial or immaterial to the Servicer's performance under

the Program, matters that Servicer is contesting in good faith, matters where there is noncompliance that has been remediated by [filing date of certification], or violations or lack of compliance known to Servicer for which Servicer will take all necessary actions, to the extent practicable, to rectify and remediate. For purposes of this certification, a matter where there is noncompliance shall be deemed to be insubstantial or immaterial to a Servicer's performance under the Program if it impacts less than 5% of the borrowers who are estimated as eligible for a HAMP modification. For purposes of the preceding sentence, borrowers that are "estimated as eligible for a HAMP modification" are (i) 60 plus day delinquent borrowers reported to Treasury by Servicer as of June 30, 2010 that have conventional loans, with a current principal balance within conforming loan limits (\$729,750 for a one unit property), on owner occupied properties at origination and originated on or before January 1, 2009, plus (ii) to the extent not already included in (i), those borrowers that been contacted by Servicer or have contacted Servicer themselves regarding the Programs [consider also adding language to capture FHA HAMP]. In the event that any of the certifications made herein are later discovered not to be true and correct in all material respects, Servicer agrees to notify Fannie Mae and Freddie Mac promptly.

[SERVICER NAME]

By: _____

(Printed name and title)

Dated: _____, 2010, and effective as of June 30, 2010.