

TOLLING AGREEMENT

This Tolling Agreement (this “Agreement”) is dated this ___ day of _____, 20__ (the “Effective Date”) between the **FEDERAL HOME LOAN MORTGAGE CORPORATION** (“Freddie Mac”) and _____, (“Seller/Servicer”). Freddie Mac and Seller/Servicer are each referred to herein as a “Party” and collectively as “the Parties.”

WHEREAS, the Parties have a dispute relating to the terms and/or requirements under the Guide and one of the Parties has instituted an Independent Dispute Resolution (“IDR”) proceeding as referenced in Freddie Mac’s Single-Family Seller/Servicer Guide (the “Guide”) and the Independent Dispute Resolution Document (the “IDR Document”) that is referenced in and incorporated into the Guide;

WHEREAS, the Parties wish to take advantage of the IDR Process as referenced in the Guide and the IDR Document;

WHEREAS, the Parties agree that it is in their respective interests that they shall not be compelled by any potentially applicable statute of limitations, statute of repose, or other time-related defenses to incur the time and expense necessary to initiate litigation when the issue in dispute between the Parties can be resolved by the IDR Proceeding;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein and in the Guide and any individual agreements between the Parties, and intending to be legally bound, the Parties agree as follows:

1. Unless otherwise defined herein, the terms in this Agreement have the meanings assigned to them in the Guide or the IDR Document.

2. “Claim” or “Claims” shall mean any and all actual, intended, or potential claims, actions, causes of action, charges, complaints, rights, demands, disputes, suits, counterclaims, cross-claims, third-party claims, contentions, allegations, assertions of wrongdoing, agreements, obligations, duties, debts, covenants, contracts, controversies, demands (for indemnification, contribution, or otherwise), promises, liabilities, defenses, rights of set-off, and/or any other statutory, regulatory, administrative, common law or equitable theory and/or cause of action of any kind by Freddie Mac against Seller/Servicer, or by Seller/Servicer against Freddie Mac, under the law of any jurisdiction, arising out of or relating to Freddie Mac loan number [INSERT FREDDIE MAC LOAN NUMBER] for property located at [INSERT PROPERTY ADDRESS].

3. Any and all statutes of limitations, statutes of repose, notice or other time-related defenses or limitations, whether statutory, contractual, or otherwise, and whether at law, in equity, or otherwise (including the doctrines of waiver, laches, acquiescence or estoppel), in any jurisdiction, which are or may be applicable to any Claim (collectively, the “Time-Based Defenses”) and that may fix or limit the period within which a Claim may be brought, are hereby tolled for the period (herein referred to as the “Tolling Period”) beginning as of the effective date of this Agreement and continuing until the date the Neutral renders his/her decision and the Non-

Prevailing Party fully complies with all terms set forth in the Award (herein called the “Expiration Date”).

4. During the time period from the Effective Date through and including the date the Neutral renders his/her decision, the Parties each agree not to initiate any litigation or other form of legal proceeding against the other Party regarding the Claims in dispute in the IDR Process unless the other party does not comply with all obligations in the IDR Document and/or all of the terms set forth in the Award by the Neutral during the IDR Process.

5. The Parties each agree not to assert, plead or raise in any fashion any Time-Based Defenses to the Claims, which Time-Based Defenses rely in whole or in part on time that passed during the Tolling Period. The running of any Time-Based Defenses which are or may be applicable to any Claims shall be deemed to re-commence thirty days after the Expiration Date. This Agreement shall not compromise in any way, nor be construed as a waiver of, any Time-Based Defenses that may exist or that have become established and/or accrued prior to the Effective Date, or which arise after the Expiration Date, excluding any Tolling Period.

6. Nothing in this Agreement shall constitute an admission by either of the Parties as to the applicability, running, expiration, or non-expiration of any statute of limitation, statute of repose, or similar rule of law or equity prior to the Effective Date of this Agreement. Moreover, nothing in the Agreement shall constitute an admission of any fact, liability or conclusion of law or affect any Claim or defense to such Claim other than the Time-Based Defenses. No affirmative rights are created or extended by this Agreement except to the extent expressly provided herein.

7. Except as set forth herein, the Parties otherwise reserve all their rights, privileges, defenses, and contentions against one another, and they enter into this Agreement without prejudice to or waiver of those rights, privileges, defenses, and contentions.

8. The signatory for each Party represents and warrants that he/she has the authority, right and power to execute this Agreement on behalf of the company as designated with the signatory’s name.

9. Other than as stated in the Guide and the IDR Document, this Agreement represents the only agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior or written statements. This Agreement may not be modified, altered, or changed in any way except in a writing signed by the duly authorized representatives of the Parties.

10. This Agreement may be signed in separate counterparts but all such counterparts taken together shall constitute a single agreement with the same effect as if all signatures were made on a single document. A scanned copy of an original signature shall be accepted as an original signature.

11. This Agreement shall be construed, and the rights and obligations of the Parties determined, in accordance with and governed by the laws of the United States. Insofar as there may be no applicable precedent, and insofar as to do so will not frustrate the purposes of this Agreement or the transactions governed hereby, the local laws of the State of New York shall be deemed reflective of the laws of the United States (without reference to the conflicts of laws principles thereof other than Sections 5-1401 and 5-1402 of the New York General Obligations

Law as the same may be amended or superseded). The Parties hereby agree that all disputes arising hereunder shall be submitted to and hereby subject themselves to the jurisdiction of the United States District Court for the Eastern District of Virginia, Alexandria Division.

12. It is expressly understood by the Parties that this Agreement does not affect or alter any statute of limitations, statute of repose, Time-Based Defense, or other similar time limitation that has already run as of the Effective Date relating to the Claims. It is further understood that this Agreement pertains only to the Claims as defined herein and not any other disputes about other loans or other issues that the Parties may have.

13. This Agreement and any rights or privileges arising from it may not be assigned or transferred in whole or in part by either Party without the express written consent of the other Party.

14. This Agreement and the fact that the Parties entered into it, shall not be admissible in any subsequent litigation between the Parties, except for the limited purpose of offering it to counter any position of a Party that is contrary to the terms of this Agreement.

15. Any statements, communications, or notices to provided pursuant to this agreement shall be sent by email to the attention of persons listed below until such time as notice of any change of person to be notified is forwarded to the other party:

a. On behalf of Freddie Mac:

Federal Home Loan Mortgage Corporation
8200 Jones Branch Drive, Legal Division
McLean, VA 22102
Attention: Managing Associate General Counsel,
Litigation
E-mail: Howard_Lindenberg@freddiemac.com

b. On behalf of Seller/Service:

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Tolling Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

FEDERAL HOME LOAN MORTGAGE CORPORATION

By: _____

Name:

Title:

[INSERT SELLER/SERVICER NAME]

By: _____

Name:

Title: