

Document Custodian # _____ 1
Document Custodial Agreement # _____ 2
Seller/Servicer # _____ 3
Self _____ Affiliated 3rd Party _____ Unaffiliated _____ 4

DOCUMENT CUSTODIAL AGREEMENT: SINGLE-FAMILY MORTGAGES
(FREDDIE MAC FORM 1035)

THIS DOCUMENT CUSTODIAL AGREEMENT, dated as of _____, 20____ 5
(the "Agreement"), is by and between Freddie Mac, _____ 6,
as document custodian ("Document Custodian"), and _____ 7,
as seller and/or servicer ("Seller/Servicer"); Freddie Mac, Document Custodian and
Seller/Servicer (each, a "Party," and collectively, the "Parties"). This Agreement
amends and restates any prior Document Custodial Agreement on Form 1035 between
and among the Parties hereto.

W I T N E S S E T H :

WHEREAS, Freddie Mac and Seller/Servicer are parties to certain Purchase Documents pursuant to which Seller/Servicer sells and/or agrees to sell Mortgages to Freddie Mac, or services and/or agrees to service Mortgages for Freddie Mac;

WHEREAS, pursuant to the Purchase Documents, Seller/Servicer will, for Mortgages intended for sale to Freddie Mac, deliver or cause to be delivered to Document Custodian (i) the Note relating to such Mortgage, endorsed in blank as required by Freddie Mac's *Single-Family Seller/Servicer Guide* (the "Guide"), (ii) the Assignment(s) relating to such Mortgage, and (iii) certain data and a completed Form 1034 or Cover Sheet for Selling System;

WHEREAS, Freddie Mac may assume servicing for certain Mortgages on an interim, or temporary, basis, and may contract with an Interim Servicer (defined in Section 1) to provide servicing or subservicing for such Mortgages; and

WHEREAS, Document Custodian will accept delivery and/or continue custody of the Notes and any Assignments on Freddie Mac's behalf (whether received in a Transfer of Servicing or otherwise) in accordance with the terms and conditions

¹ Freddie Mac will complete this; if Document Custodian has been assigned a Document Custodian number, it may insert that number.

² Freddie Mac will complete this.

³ Freddie Mac will complete this; if Seller/Servicer has been assigned a Seller/Servicer number, it may insert that number.

⁴ Seller/Servicer must indicate any relationship with Document Custodian by initialing where appropriate; Document Custodian will confirm the relationship by initialing Section 2(b) below.

⁵ Freddie Mac will complete this after all Parties have executed the Agreement.

⁶ Insert the complete legal name of Document Custodian.

⁷ Insert the complete legal name of Seller/Servicer.

of this Agreement, including certain "trailing" documents that Document Custodian may receive for redeposit or deposit with the related Note files; and

WHEREAS, the Parties desire to set forth the terms and conditions for the deposit and custodianship of the Notes for Mortgages sold to and/or serviced for Freddie Mac.

NOW, THEREFORE, in consideration of the premises and covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1: Incorporation of Recitals; Definitions. The foregoing recitals are incorporated herein by reference. Capitalized terms used herein have the meanings ascribed to them in the Purchase Documents, including (without limitation) the Guide; provided that the following terms are defined for purposes of the custodial relationship contemplated by this Agreement:

"Assignments" means all intervening assignments and instruments necessary to assign the security instruments to Freddie Mac.

"Freddie Mac," solely with respect to Mortgages owned by a securitization trust for which Freddie Mac is master servicer, master collateral agent and/or master custodian (each such securitization trust, a "Trust"), means, as the context requires, Freddie Mac acting in its contracted capacity and/or as agent for the Trust; provided, however, that for all intents and purposes, Document Custodian and Seller/Servicer will treat Freddie Mac as if Freddie Mac were the legal and beneficial owner of each Mortgage.

"Handbook" means Freddie Mac's *Document Custody Procedures Handbook*, as it may be amended or updated, available at www.freddiemac.com/cim and www.allregs.com; the Handbook is incorporated herein by reference in its entirety.

"Interim Servicer" means a Seller/Servicer services certain Mortgages for Freddie Mac on a temporary basis under a fee-for-service contract rather than being compensated pursuant to the Guide.

"Note," for purposes of this Agreement, means the original note and any other instruments evidencing the indebtedness secured by the security instrument, with the original riders, powers of attorney, and/or other modifying instruments to the original note (e.g., modification, conversion, assumption of indebtedness or release of liability agreements); the term "Note" may include Assignments and any supplemental or additional documents maintained in the Document Custodian's Note file, as the context requires or permits.

"User Guide" means the "Certifying Mortgages for Freddie Mac" reference document, as it may be amended or updated, available at www.freddiemac.com; the User Guide is incorporated herein by reference in its entirety.

Section 2. Document Custodian Eligibility and Responsibilities.

- (a) Eligibility. Document Custodian represents and warrants to, and covenants with, Seller/Servicer and Freddie Mac that Document Custodian meets, and will continue to meet, the eligibility requirements set forth in Guide Section 2202.2(a) and (b) and:

[DOCUMENT CUSTODIAN: INITIAL⁸ ALL SECTIONS THAT APPLY]

- _____ Section 2202.2(c), if Seller/Servicer acts as its own Document Custodian
- _____ Section 2202.2(d), if Document Custodian is not affiliated with Seller/Servicer
- _____ Section 2202.2(e), if Document Custodian is affiliated with Seller/Servicer
- _____ Section 2202.2(f), if Document Custodian is a Warehouse Lender, or is affiliated with a Warehouse Lender.

- (b) Relationship to Seller/Servicer. Document Custodian represents and warrants to, and covenants with, Seller/Servicer and Freddie Mac that:

[DOCUMENT CUSTODIAN: INITIAL⁸ ONE STATEMENT]

_____ Document Custodian is not an affiliate of Seller/Servicer.
OR

_____ Document Custodian's custodial operations are conducted by a trust department that is established and operated under fiduciary powers granted by its state or federal regulator.

- (c) Annual Report. Document Custodian will complete the Annual Document Custodian Eligibility Certification Report (Annual Report) and submit it, together with any other information that Freddie Mac reasonably requests, to Freddie Mac each year by the date specified therein, as an electronic record attached to an email as a pdf. file or as a facsimile transmission (fax) with a cover sheet identifying the name and contact information for the person sending the fax and its total number of pages to the email address of the fax number indicated in the Annual Report.

- (d) Compliance with Freddie Mac Requirements. Document Custodian will comply with the terms of this Agreement, and with the following, as they may be amended in writing by Freddie Mac:

- (1) all Guide requirements pertaining to the duties of a document custodian in respect of Notes delivered to, and Note files held for,

⁸ The person executing this Agreement for Document Custodian must initial in ink.

Freddie Mac, including (without limitation) Chapters 6301, 6302, 6304, 8107 and portions of Chapters 2202 and 7101, as applicable;

- (2) any additional or revised requirements that Freddie Mac may reasonably specify to ensure the safety, security and/or enforceability of its Notes or as shall be deemed reasonably necessary by Freddie Mac in connection with any change in applicable law or regulation; and
- (3) such reasonable standards for custodial qualification, vault security, and performance and duties as Freddie Mac may prescribe in its discretion.

The insurance requirements set forth in the Guide, including the transit insurance coverage described in Section 2202.5(c), in no way diminish, restrict or otherwise limit Document Custodian's responsibilities or obligations as set forth herein. Document Custodian will provide certificates evidencing the required insurance coverage promptly if requested by Freddie Mac.

Section 3. Document Custodian's Functions and Duties.

(a) Note Delivery, Verification and Certification.

- (1) Upon receiving a Note (other than by Transfer of Custody), Document Custodian will review and examine it and conduct the verification as set forth in Guide Sections 6304(b) and (c). In fulfilling that function, Document Custodian will refer as necessary to Guide Sections 6301.3, 6301.8 and 6301.9 and (c) and to Chapter 3 of the Handbook, and will:
 - A. Verify receipt of all items that Seller/Servicer is required to deliver pursuant to Guide Section 8107.1;
 - B. Review the Note to verify that the information in the Selling System or the Form 1034 reflects the terms of the Note and the data for the related Mortgage; and
 - C. Determine that the Note is original, is a Uniform Instrument, and is endorsed as required in Guide Section 6301.3.
- (2) Document Custodian will certify Mortgages delivered to Freddie Mac using the Selling System, with the following online certification options: single loan certification, batch certification and importation of Mortgage loan data from Document Custodian into the Selling System. The option used will comply with the instructions in the Selling System and applicable provisions of the Guide (including Chapter 6304), the Handbook and the User Guide.
- (3) Document Custodian will perform verifications for Notes delivered to it as transferee document custodian as set forth in Section 3(b)(ii),

provided that for Notes received in a Transfer of Custody, Document Custodian shall notify the transferor custodian and any transferor or transferee Servicer within 35 days of the Effective Date of Transfer that it has received (but not verified or certified) boxes or envelopes that appear (through cursory inspection) to contain the transferred Note files.

- (4) Document Custodian will promptly file any additional or trailing documents, such as original modifying instruments, received after certification of a Mortgage in the related Note file.
- (b) Responsibilities of Document Custodian with Respect to Transfers of Servicing and Transfers of Custody. Servicers may transfer only custody of Note files, or Servicers may transfer servicing of Mortgages, which transfer of servicing may result in a transfer of custody of the related Note files (each, a “Transfer of Custody”). Freddie Mac may transfer title or ownership of a Mortgage to a Trust or to a third party other than a Trust, or a Transfer of Custody may occur that does not result from a Transfer of Servicing. All Transfers of Servicing and Transfers of Custody will be subject to approval under, and conducted pursuant to, Sections 2202.6 and 7101.9 and other relevant sections of the Guide, and Chapter 5 of the Handbook.
- (1) Prior to any Transfer of Custody, Document Custodian as transferor document custodian will verify that Freddie Mac has approved the transfer based on a copy of an executed Freddie Mac Form 1034T or equivalent documentation. Within 30 days after the Effective Date of Transfer, Document Custodian will deliver Note files relating to the affected Mortgages to the transferee document custodian. Document Custodian will cooperate with the Servicers and the transferee document custodian to effect an orderly transfer of the Note files and executed Form 1034 for those Note files. This may require Document Custodian and the Transferor Servicer to work with the transferee document custodian to cure all unresolved document deficiencies. Document Custodian will not be released or discharged from its liabilities, duties and obligations under this Agreement with respect to the transferred Note files until Seller/Servicer and the transferee document custodian have certified or accounted for all the transferred Note files that had been in Document Custodian’s physical possession prior to such transfer and all documents that were missing from such Note files prior to their transfer.
 - (2) Upon a Transfer of Custody of Note files to Document Custodian, Document Custodian as transferee document custodian will perform the verifications specified in Guide Sections 2202.6 and 7101.9 with respect to each Note file received by it. For each Transfer of Servicing that results in a Transfer of Custody, the Servicer as transferee must deliver to Freddie Mac a Form 1034T, executed by the Transferor

Servicer, transferor document custodian, Transferee Servicer and Document Custodian as transferee document custodian.

- (c) Delivery of Physical or Constructive Possession of Note Files. Document Custodian maintains physical possession of all Notes in trust for the sole benefit of Freddie Mac except as provided in Guide Sections 2202.4, 6304.3 and 8107.2. Document Custodian will deliver physical possession of a Note file only to:
- (1) the Servicer for the related Mortgage pursuant to Guide Section 8107.2(c), or
 - (2) a party other than Servicer upon explicit direction from Freddie Mac's primary contact person for custodial services matters as described in Guide Section 2202.2.

Absent manifest error, Document Custodian may rely on information received from a Seller/Servicer in a Request for Release.

- (d) Note File Retention. Document Custodian will comply with Guide Section 8707.2(d).
- (1) Nothing in this Agreement will be construed to authorize Document Custodian to perform Services for Notes that were originated in electronic format unless such Notes have been 'papered out' prior to delivery to Document Custodian.
 - (2) Document Custodian will at all times permit Freddie Mac reasonable access to Document Custodian's technology and systems used in conjunction with the Services (including hardware, software and document tracking system) as Freddie Mac, in its reasonable discretion, determines is necessary or convenient. Any access to Document Custodian's technology and systems required in order for Freddie Mac to comply with any applicable law or regulation or requested by Freddie Mac's regulators or auditors for purposes relating to this Agreement will be permitted in all instances unless determined by Document Custodian upon written advice of counsel to be in violation of any law or regulation applicable to Document Custodian or any contractual provision by which it is bound, *provided* that Document Custodian will take commercially reasonable efforts to amend such contracts to eliminate such contractual provision if practicable.
- (e) Documents in Transit. Note files will be transported only by a nationally recognized commercial, bonded carrier.
- (f) Duties to Freddie Mac; Relationship of the Parties. Document Custodian will contact Freddie Mac with any questions that arise in conjunction with performing the Services if such question cannot be resolved by reference to

the Guide, Handbook and/or User Guide, particularly regarding the verification, certification and Transfer of Custody processes.

(g) Compliance with Law; Privacy.

- (1) Document Custodian will comply with Guide Sections 1301.2(a) and (c) as if each reference to the term “Seller/Servicer” therein referred to “Document Custodian.”
 - (2) Document Custodian will not release original documents, copies of documents, or any information about a Borrower, a Note file or the contents thereof except to Freddie Mac or the current Servicer of the Mortgage, even if the person asking is the Borrower or someone claiming to be the Borrower. Document Custodian will direct inquiries regarding a Borrower, a Note file or the contents of a Note file from anyone other than the current Servicer of the Mortgage to its current Servicer or to Freddie Mac.
 - (3) If (A) Document Custodian is served by a third party with any type of levy, attachment, writ or court order with respect to a Note file or any documents included within the Note file or (B) a third party institutes any court proceeding in connection with which a Note file or any document in a Note file shall be required to be delivered otherwise than in accordance with the provisions of this Agreement, Document Custodian shall promptly deliver or cause to be delivered to Freddie Mac copies of all court papers, orders, documents and other materials concerning such proceedings unless such court proceeding prohibits such delivery. Document Custodian shall, to the extent permitted by law, continue to hold and maintain that portion of the Note files that is the subject of such proceedings pending a final, nonappealable order of a court of competent jurisdiction permitting or directing disposition thereof. Upon final determination of such court, Document Custodian shall dispose of the Note files as directed by such court order. All reasonable expenses and fees (including outside counsel’s fees) of Document Custodian incurred as a result of such proceedings shall be borne solely by the related Seller/Servicer(s).
- (h) Corrections. Document Custodian will promptly correct at its sole cost and expense any overcharges or undercredits, violations of applicable laws, security deficiencies and material breaches of this Agreement.
- (i) Reconciliations. Quarterly or more often upon Freddie Mac’s request, Document Custodian will promptly provide the reconciliation report required by Guide Section 2202.4 item 5.

Section 4. Seller/Servicer Responsibilities. Seller/Servicer represents and warrants to, and covenants with, Freddie Mac and, as appropriate, Document Custodian as follows:

- (a) Seller/Servicer will promptly perform its responsibilities as set forth in Guide Chapter 2202, including those relating to insurance coverage for Notes in transit set forth in Guide Section 2202.5(c).
- (b) Seller/Servicer will provide Document Custodian with copies (or portions) of such confirmations, agreements, assignments, documents, opinions, instructions and information relating in any way to this Agreement as Document Custodian may from time to time reasonably request in writing. If Freddie Mac modifies or amends Seller/Servicer's Purchase Documents in a manner that would affect Document Custodian's duties and responsibilities under this Agreement, Seller/Servicer will promptly provide the text of such modification to Document Custodian, and Seller/Servicer will not be deemed by Freddie Mac to have violated the confidentiality imposed by the Guide by such action. Freddie Mac may, but has no duty or obligation hereunder to, provide such information to Document Custodian directly.
- (c) Seller/Servicer shall promptly notify Document Custodian of any default or event of default by Seller/Servicer under the Purchase Documents, specifying its nature and the action being taken or proposed to be taken by Seller/Servicer to remedy the same; provided, however, that nothing herein shall be construed as creating any right for Seller/Servicer to a cure period for any such default or event of default or as a waiver by Freddie Mac of any right or remedy under the Purchase Documents.
- (d) If Seller/Servicer uses an independent delivery agent (for instance, for large or seasoned Note deliveries), such deliveries will be treated as if they were received from Seller/Servicer directly. Seller/Servicer will authorize Document Custodian to interact and communicate with any independent delivery agent as it would with Seller/Servicer, and all representations from an independent delivery agent shall be deemed to be representations from Seller/Servicer.
- (e) Seller/Servicer will promptly complete or reverify information for Document Custodian's "Know Your Customer" requirements or procedures.

Section 5. Provisions Relating to Interim Servicing.

- (a) With respect to those Mortgages or portfolios of Mortgages Document by Freddie Mac as being serviced by Seller/Servicer under contract as an "Interim Servicer", Document Custodian and Interim Servicer shall comply with in all respects with the terms of this Agreement except as explicitly amended by this Section 5.

- (b) With respect to each Note deposited with it that is serviced by an Interim Servicer, Document Custodian will perform the verifications specified in Guide Section 7101.9(b).
- (c) Custodial charges and fees for Mortgages serviced by an Interim Servicer will be as agreed in a separate writing between Freddie Mac and Document Custodian, but will in no instance exceed those paid by Document Custodian's preferred customers. Document Custodian will submit invoices to Freddie Mac, and Freddie Mac will compensate Document Custodian directly, notwithstanding the statements in Section 10(b) below and in Guide Section 18.1 regarding payment by the Seller/Servicer.

Section 6. Acknowledgment and Consent to Electronic Transactions. Seller/Servicer and Document Custodian consent and agree to engage in electronic transactions with Freddie Mac and each other in connection with their respective duties and obligations under this Agreement, as follows:

- (a) Seller/Servicer acknowledges and agrees that it is bound by the provisions of Guide Topic 1400; and
- (b) Document Custodian acknowledges and agrees that it is bound by the provisions of Guide Topic 1400 as if each reference to the term "Seller/Servicer" referred to "Document Custodian," except where replacing the term "Seller/Servicer" with the word "Document Custodian" is logically inconsistent with the duties and obligations of Document Custodian set forth herein.

Document Custodian agrees to adopt as its Electronic Signature for such electronic transactions its Freddie Mac document custodian number and/or such other confidential passwords, user identification codes, other symbols or procedures as required by Freddie Mac. The Parties acknowledge and agree that electronic transactions not expressly required or permitted by Freddie Mac are prohibited.

Section 7. Financing Statements. Seller/Servicer and Document Custodian each hereby (a) authorize Freddie Mac to file Uniform Commercial Code (UCC) financing statements (and any amendments and/or continuation statements) deemed necessary or desirable by Freddie Mac to perfect or otherwise evidence Freddie Mac's ownership interest in the Notes (including, without limitation, Freddie Mac's exclusive ownership interest in any and all servicing rights related to the Mortgages) purchased by Freddie Mac from Seller/Servicer and held by Document Custodian, and (b) agree to execute, deliver and/or file such UCC financing statements and other documents and perform such acts as may be reasonably necessary to perfect or otherwise evidence Freddie Mac's ownership interest in the Notes. Seller/Servicer will pay the costs for any financing statements filed pursuant to this section and Freddie Mac's reasonable costs in preparing such financing statements and/or searching UCC records to confirm that no other party claims an interest in the Notes.

Section 8. Confidentiality and Notice of Waivers. Freddie Mac hereby identifies, and Seller/Servicer and Document Custodian jointly and severally agree to treat, all modifications or waivers granted by Freddie Mac regarding the duties and obligations of Seller/Servicer and/or Document Custodian hereunder and/or the Purchase Documents as “confidential information” under the Guide, and Document Custodian agrees to be bound by such confidentiality provisions.

Section 9. Location of Services. Document Custodian may not perform under this Agreement outside the United States without Freddie Mac’s prior written consent, which consent Freddie Mac may withhold in its discretion. If Document Custodian proposes that personnel provide or assist in providing services hereunder from outside of the United States, Document Custodian must describe such assistance in detail for Freddie Mac’s review and prior approval.

Section 10. Miscellaneous.

- (a) Audit. Document Custodian will permit, with or without prior notice, Freddie Mac, its internal and external auditors, inspectors, regulators and other representatives to perform periodic on-site audits or reviews of Document Custodian (including its charges, security, systems, processes and procedures and compliance with such policies and procedures), services, facilities (including the vault), and all records and documents held by Document Custodian that relate to the Notes. Document Custodian will promptly provide (1) copies of Notes and other Note file contents as requested and (2) access to any technology (including hardware, software and note tracking system) reasonably necessary or convenient to review, copy or reproduce any records or documents that relate to Note files.
- (b) Custodial Charges. Except as set forth in Section 5(c) above for Mortgages as to which Seller/Servicer is acting as Interim Servicer, pursuant to Guide Section 2202.1, compensation for Document Custodian's services, including (without limitation) expenses for shipping released documents and any action taken at the request or demand of Freddie Mac, is the sole responsibility of Seller/Servicer. All fees and other amounts that Document Custodian charges will be ordinary and customary and similar to other fees charged to similarly situated customers without use of adverse selection.
- (1) Seller/Servicer and Document Custodian will enter into a written agreement regarding Document Custodian’s charges and fees for certifying, holding, releasing, copying, and other activities relating to the Notes; provided, however, that such agreement may not contain terms that relate to the substance of this Agreement, including (without limitation) Freddie Mac’s ability to gain access to or remove the Notes without the Seller/Servicer’s consent. In the event of a conflict between any such agreement and this Agreement, this Agreement will govern.
- (2) If Freddie Mac should, in its sole discretion, transfer the duties and obligations of Seller/Servicer and terminate the custodial relationship established by this

Agreement, Document Custodian shall continue to perform its obligations hereunder for a reasonable time on the same terms and conditions as set forth herein, but Freddie Mac shall not be obligated to pay any compensation or fee to Document Custodian for holding or releasing any Notes during that period.

(c) Indemnification.

- (1) In performing its functions and duties hereunder, Document Custodian will act with reasonable care, using that degree of skill and care that it exercises with respect to similar notes and assignments owned and/or serviced by it and with at least such skill and care as is customary in the industry. In addition to the indemnification set forth in Guide Section 2202.4, Document Custodian indemnifies Freddie Mac from, and holds Freddie Mac harmless against, any and all liabilities, obligations, losses, damages, payments, costs or expenses of any kind whatsoever (including, without limitation, reasonable fees and expenses of counsel), which may be imposed on, incurred by or asserted against Freddie Mac as the result of any breach of this Agreement.
- (2) Seller/Servicer indemnifies Freddie Mac as set forth in Guide Section 2202.5(a).

- (d) Ancillary Activities. The Parties will work in good faith to develop procedures and to manage issues that arise relating to bailee letters with the Notes, Mortgages delivered subject to interim financing arrangements with Warehouse Lenders, and any Freddie Mac programs, pilot programs or initiatives that might impact the transactions contemplated herein.

Section 11. Termination of Agreement; No Assignment. Any termination of this Agreement will be conducted, as to the Note files, as a Transfer of Custody as described in Section 3(b).

- (a) Termination by Freddie Mac. Notwithstanding any other right of Freddie Mac to require Seller/Servicer to discontinue the use of a document custodian, including termination without cause as set forth in Guide Section 2202.6(b), Freddie Mac may terminate this Agreement and require that all Notes be transferred to a new document custodian and the Assignments be transferred to such new document custodian or to Seller/Servicer immediately upon:
- (1) the disqualification, suspension or termination of Seller/Servicer as a Freddie Mac seller/servicer, or a determination by Freddie Mac that Seller/Servicer's performance has been unsatisfactory, or that Seller/Servicer has failed to meet eligibility standards;
 - (2) the failure of Document Custodian to meet Freddie Mac's document custodian eligibility requirements or any criterion for note custody;

- (3) Freddie Mac's determination that Document Custodian's performance with respect to the Notes has been unsatisfactory;
- (4) any other circumstance with respect to Document Custodian, the Notes or any Assignments that adversely affects, or is reasonably likely to affect adversely, the Notes or the interests of Freddie Mac;
- (5) Freddie Mac's substantial modification of its requirements for the custody of Notes and Assignments; or
- (6) Freddie Mac's notice to Document Custodian that a default or event of default has occurred under, or in connection with, the Guide, Seller/Servicer's Purchase Documents, or Freddie Mac's determination for any reason that the safety or security of the Notes is in jeopardy.

In such event, Document Custodian shall promptly comply with Freddie Mac's instructions.

- (b) Termination by Seller/Servicer. Seller/Servicer may terminate this Agreement only upon sufficient notice of not less than 30 days to enable Freddie Mac to approve the requested transferee document custodian and for Freddie Mac and Seller/Servicer to enter into a Document Custodial Agreement on Form 1035 with the new document custodian; such activities and the Transfer of Custody to be conducted as set forth in Guide Section 2202.3.
- (c) Termination by Document Custodian. Document Custodian may terminate this Agreement only as set forth in Guide Section 2202.6(c), *provided, however*, that Document Custodian must provide a minimum of 60 days' notice to Freddie Mac and Seller/Servicer before the effective date of such termination.
- (d) No Assignment. This Agreement, and the rights and obligations of the Parties hereunder, will not be assignable or delegable by Document Custodian without the prior written consent of Freddie Mac, which may be granted or withheld in Freddie Mac's sole discretion.

Section 12. Representations, Warranties and Covenants re: Execution.

- (a) Document Custodian represents and warrants to, and covenants with, Seller/Servicer and Freddie Mac as follows:
 - (1) This Agreement has been authorized and approved by all requisite corporate action and, when executed and delivered by the Parties, will constitute a legal, valid and binding obligation of Document Custodian, enforceable against Document Custodian in accordance with its terms.
 - (2) Document Custodian has not executed and will not execute any agreement or obligation inconsistent this Agreement or with the transactions contemplated hereby.

- (3) Document Custodian has complied, and at all times will comply, with all applicable laws and regulations in connection with the transactions contemplated hereby.
 - (4) This Agreement has been (A) either specifically approved by Document Custodian's board or directors or approved by an officer of Document Custodian who is duly authorized by its board of directors to enter into this type of contract, and (B) such approval or authorization is reflected in the minutes of the meetings of such board of directors.
 - (5) Document Custodian (and any successor thereto) will continuously maintain this "written agreement" as an official record of Document Custodian.
- (b) Seller/Servicer represents and warrants to, and covenants with, Freddie Mac and Document Custodian as follows:
- (1) This Agreement has been authorized and approved by all requisite corporate action on the part of Seller/Servicer and, when executed and delivered by the Parties, it will constitute the legal, valid and binding obligation of Seller/Servicer, enforceable against Seller/Servicer in accordance with its terms.
 - (2) Seller/Servicer has not executed and will not execute any agreement or obligation inconsistent with this Agreement or with the transactions contemplated hereby.
 - (3) Seller/Servicer has complied, and at all times will comply, with all applicable laws and regulations in connection with the transactions contemplated hereby.
 - (4) This Agreement has been (A) either specifically approved by Seller/Servicer's board or directors or approved by an officer of Seller/Servicer who is duly authorized by its board of directors to enter into this type of contract, and (B) such approval or authorization is reflected in the minutes of the meetings of such board of directors.
 - (5) Seller/Servicer (and any successor thereto) will continuously maintain this "written agreement" as an official record of Seller/Servicer.

Section 13. Amendments. Freddie Mac may at any time, in its sole discretion, upon notice to Document Custodian and Seller/Servicer, modify or supplement any provision or requirement set forth in this Agreement, including but not limited to Freddie Mac's Document Custodian eligibility requirements, Document Custodian or Seller/Servicer obligations, custodial duties, delivery requirements, and/or Freddie Mac forms referenced herein.

If the Guide's defined terms or requirements pertaining to the eligibility, obligations, custodial duties and/or delivery requirements for Document Custodian or Seller/Service, Freddie Mac forms referenced herein or any requirements relating to the Notes are amended, this Agreement is deemed to have been simultaneously amended to the extent necessary to conform this Agreement with such amendments. If any Freddie Mac form is revised or superseded subsequent to the date of this Agreement, references to such form in this Agreement shall be deemed to refer to such form as revised or, if superseded, to such other form as Freddie Mac may indicate.

No amendment or waiver of any provision of this Agreement shall be effective unless in writing signed by an authorized representative of Freddie Mac, and then such waiver or consent shall be effective only in that instance and for the reason specified therein.

Section 14. Notices. All demands, notices, instructions and other communications hereunder shall be in writing (unless specifically authorized for delivery using another means) and shall be personally delivered or mailed, addressed as set forth below.

If to Freddie Mac: Freddie Mac Counterparty Credit Risk Management
1551 Park Run Drive
McLean, VA 22102
(571) 382-3454; facsimile (866) 743-0087
e-mail: carol_andrade@freddiemac.com

with a copy to: Freddie Mac Legal Division
8200 Jones Branch Drive
McLean, VA 22102
Attn: VP & Deputy General Counsel, SF Real Estate Law
(703) 903-2730
e-mail: jeffrey_marston@freddiemac.com

If to Document Custodian (*indicate if the vault location differs from your mailing address and identify a contact person for eligibility matters as well as operations*)⁹:

tel. # () -

e-mail address:

⁹ Insert the name, title, mailing address, e-mail address, telephone number and fax number of the person(s) to whom notices should be sent.

If to Seller/Servicer:¹⁰

tel. # () -

e-mail address:

or to such other address and person as any Party may hereafter designate in writing as required herein.

Section 15. Binding Effect. Upon execution by the Parties, this Agreement will become effective as of the date above first, and will be binding upon and inure to the benefit of the Parties and their respective successors and assigns and will continue in full force and effect so long as Document Custodian will hold, as document custodian hereunder, any of the Notes, or until the Agreement is terminated. Freddie Mac will (a) provide Seller/Servicer and Document Custodian with copies of the fully executed Agreement and (b) retain the original Agreement.

Section 16. Governing Law; Venue. This Agreement will be governed by and construed as set forth in Guide Sections 1102.2(i) and 1401.22. All claims, actions and proceedings relating to this Agreement will be brought exclusively in the United States District Court for the Southern District of New York. Each Party submits to the personal jurisdiction of this court.

Section 17. **WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

Section 18. Construction of Agreement; Headings and Severability. This Agreement will not be construed against Freddie Mac as the drafter hereof. The term “including” means “including without limitation.” The section headings herein are for convenience only and will not affect the construction of this Agreement. The provisions of this Agreement are severable. If any provision of this Agreement is for any reason declared invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement. In such event, the Parties will promptly substitute for such provision an enforceable provision that preserves the original intentions of the Parties to the maximum extent possible in accordance with applicable law.

¹⁰ Insert the name, title, mailing address, e-mail address, telephone number and fax number of the person(s) to whom notices should be sent.

IN WITNESS WHEREOF, each Party has caused this Document Custodial Agreement to be executed in its name and on its behalf by a duly authorized officer (or other duly authorized representative, in the case of Freddie Mac)¹¹, and delivered as of the date first stated above.

_____ ¹² (Document Custodian)

ATTEST: _____ By: _____

Signature

Signature

Name

Name

Title

Title

_____ ¹³ (Seller/Service)

ATTEST: _____ By: _____

Signature

Signature

Name

Name

Title

Title

FEDERAL HOME LOAN MORTGAGE CORPORATION:

ATTEST: _____ By: _____

Signature

Signature

Name

Name

Title

Title

¹¹ Insert the complete legal names and titles; signatures must be attested by duly authorized officers.

¹² Insert the complete legal name of Document Custodian.

¹³ Insert the complete legal name of Seller/Service.

