

Document Custodian # \_\_\_\_\_<sup>1</sup>  
Document Custodial Agreement # \_\_\_\_\_<sup>2</sup>  
Seller/Servicer # \_\_\_\_\_<sup>3</sup>  
Self \_\_\_ Affiliated 3<sup>rd</sup> Party \_\_\_ Unaffiliated \_\_\_<sup>4</sup>

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

THIS DOCUMENT CUSTODIAL AGREEMENT, dated as of \_\_\_\_\_<sup>5</sup>  
(the "Agreement"), is by and between Freddie Mac, \_\_\_\_\_<sup>6</sup> as  
document custodian ("Document Custodian"), and \_\_\_\_\_<sup>7</sup>, as  
seller and/or servicer ("Seller/Servicer"); Freddie Mac, Document Custodian and  
Seller/Servicer (each, individually, 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, (iii) certain data, using either Freddie Mac's Selling System or MIDANET®, and (iv) for Mortgages delivered through MIDANET®, a completed Form 1034, or for Mortgages delivered through the Selling System, a completed Form 1034 or Cover Sheet for Selling System;

WHEREAS, Freddie Mac may assume servicing for certain of its Mortgages on an interim, or temporary, basis, and may contract with Servicer to provide servicing or subservicing for such Mortgages (Servicer, in such capacity, as "Interim Servicer"); and

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

<sup>2</sup> Freddie Mac will complete this.

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

<sup>4</sup> 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.

<sup>5</sup> Freddie Mac will complete this after all Parties have executed the Agreement.

<sup>6</sup> Insert the complete legal name of Document Custodian.

<sup>7</sup> Insert the complete legal name of Seller/Servicer.

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 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, the covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Freddie Mac, Document Custodian and Seller/Servicer 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:

"ADCEC" means the Annual Document Custodian Eligibility Certification Report that Document Custodian must submit to Freddie Mac annually.

"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](http://www.freddiemac.com/cim) and [www.allregs.com](http://www.allregs.com); the Handbook is incorporated herein by reference in its entirety.

"Notes," for purposes of this Agreement, means the original notes and any other instruments evidencing the indebtedness secured by the security instruments, with the original riders, powers of attorney, and/or other modifying instruments to the original notes (e.g., modification, conversion, assumption of indebtedness or release of liability agreements); the term "Notes" 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](http://www.freddiemac.com); the User Guide is incorporated herein by reference in its entirety.

Section 2. Document Custodian Eligibility and General Duties.

- (a) Eligibility. Document Custodian represents and warrants to, and covenants with, Seller/Servicer and Freddie Mac that Document Custodian:
- (1) meets the eligibility requirements of Section 18.2(b) and:

**[DOCUMENT CUSTODIAN: INITIAL<sup>8</sup> THE SECTION(S) BELOW THAT DO APPLY AND CROSS-OUT THE SECTIONS THAT DO NOT APPLY]**

- \_\_\_\_\_ Section 18.2(c) if Seller/Servicer acts as its own Document Custodian  
\_\_\_\_\_ Section 18.2(d) if Document Custodian is not affiliated with Seller/Servicer  
\_\_\_\_\_ Section 18.2(e) if Document Custodian is affiliated with Seller/Servicer  
\_\_\_\_\_ Section 18.2(f) if Document Custodian is a Warehouse Lender, or is affiliated with a Warehouse Lender

- (2) is not in receivership, conservatorship or liquidation, nor is any parent of Document Custodian be in receivership, conservatorship or liquidation;
- (3) maintains, at its sole cost and expense, insurance under a financial institution bond or equivalent policy that provides, at a minimum, the coverages as set forth in Guide Section 18.2(b)8;
- (4) maintains document custodial records, files and operations for the Notes that are independently and separately managed from any functional area within its institution that performs mortgage origination, selling or servicing.

**[DOCUMENT CUSTODIAN: INITIAL<sup>8</sup> THE PARA. (b) BELOW THAT APPLIES and CROSS-OUT THE PARA. (b) THAT DOES NOT APPLY]**

- (b) If Document Custodian is **not** an affiliate of Seller/Servicer. Document Custodian represents and warrants to, and covenants with, Freddie Mac that it is not an affiliate of Seller/Servicer.

\_\_\_\_\_  
initial

OR

- (b) If Document Custodian is a **self-custodian** or **an affiliate of Seller/Servicer.** Document Custodian represents and warrants to, and covenants with, Freddie Mac that its custodial operations are conducted by a trust department that is established and operated under fiduciary powers granted by its state or federal regulator.

\_\_\_\_\_  
initial

\_\_\_\_\_

<sup>8</sup> The person executing this Agreement for Document Custodian must initial in ink.

### 3. Document Custodian's Duties and Responsibilities.

- (a) General Duties: Document Custodian will:
- (1) in addition to satisfying the requirements of Guide Section 18.6(a)4, make available, as required by Section 6(a) below, evidence of compliance with the requirements, terms, standards, and responsibilities referred to in subparagraph (2) immediately below;
  - (2) comply with all of the terms of this Agreement, and with:
    - all Guide requirements pertaining to Note verification, certification, transfer, recertification, maintenance, release and custody;
    - any other requirements that Freddie Mac may specify to ensure the safety, security and/or enforceability of its Notes; and
    - such standards for custodial qualification, facilities, note tracking abilities, performance and duties as Freddie Mac may prescribe in its discretion; all as amended from time-to-time by Freddie Mac;
  - (3) promptly notify Freddie Mac and Seller/Servicer if, at any time, Document Custodian fails to meet any applicable eligibility requirement;
  - (4) complete the ADCEC and submit it as directed in the form and Section 16 below, together with any other information that Freddie Mac may request.
- (b) Duties to Freddie Mac; Relationship of the Parties. Document Custodian should contact Freddie Mac with any questions that might arise in conjunction with performing its services under this Agreement if such questions cannot be resolved by referring to the Purchase Documents, the User Guide or the Handbook.

The Parties each acknowledge that neither title, ownership nor right of alienation with respect to the Notes, nor any books and records relating to the Notes, is transferred to, or conferred upon, Document Custodian. If Freddie Mac transfers title or ownership of a Mortgage to a third party other than a Trust, then immediately upon such transfer, the terms of this Agreement will no longer apply to the Note relating to that Mortgage.

Document Custodian will not (i) take any action that might adversely affect Freddie Mac or its interests, nor (ii) fail to perform in accordance with this Agreement or any Freddie Mac requirement because Document Custodian has not been compensated by Seller/Servicer.

- (c) Release of Documents. Designated Custodian will release possession or physical custody of Notes and related documents only pursuant to Guide Section 18.6(d) and (e). Absent manifest error, Document Custodian may rely on information received from Seller/Servicer in the Form 1036.
- (d) Supplemental deliveries. Document Custodian must promptly file any additional or trailing documents, such as original modifying instruments, received after certification of a Mortgage in the related Note file.

- (e) Insurance. The insurance requirements set forth in the Guide, including the transit insurance coverage described in Section 18.4(c), in no way diminish, restrict or otherwise limit Document Custodian's responsibilities or obligations as set forth in the Agreement. Document Custodian will provide certificates evidencing the required insurance coverage promptly if requested by Freddie Mac.

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

- (a) Seller/Service will promptly perform its responsibilities as set forth in Guide Chapter 18, including those relating to insurance coverage for Notes in transit set forth in Guide Section 18.4(c).
- (b) Seller/Service 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/Service's Purchase Documents in a manner that would affect Document Custodian's duties and responsibilities under this Agreement, then Seller/Service will promptly provide the text of such modification to Document Custodian, and Seller/Service will not be deemed by Freddie Mac to have violated the confidentiality imposed by Guide Section 2.16 or Section 53.3 by such action. Freddie Mac may, but has no duty or obligation hereunder to, provide such information to Document Custodian directly.
- (c) Seller/Service shall promptly notify Document Custodian of any default or event of default by Seller/Service under the Purchase Documents, specifying its nature and the action being taken or proposed to be taken by Seller/Service to remedy the same; provided, however, that nothing herein shall be construed as creating any right for Seller/Service 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/Service 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/Service directly. Seller/Service will authorize Document Custodian to interact and communicate with any independent delivery agent as it would with Seller/Service, and all representations from an independent delivery agent shall be deemed to be representations from Seller/Service.
- (e) Seller/Service will promptly complete or reverify information for Document Custodian's "Know Your Customer" requirements or procedures.

## Section 5. Sales of Mortgages, Transfers of Servicing and Transfers of Custody.

- (a) Sale. 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.
- (b) Transfers of Servicing. Transfers of Servicing may occur that affect some or all of the Mortgages for which Document Custodian holds the Notes. Each Transfer of Servicing of Mortgages is subject to approval under, and must be conducted by Seller/Servicer and Document Custodian pursuant to, relevant sections of Chapters 18 and 56 of the Guide and Chapter 5 of the Handbook. Document Custodian must verify that Freddie Mac has approved a Transfer of Servicing prior to updating its note tracking system (if there is no transfer of custody) or releasing Notes: a copy of Form 960 or Form 981 is sufficient to evidence such approval.

## Section 6. Provisions Relating to Interim Servicing.

- (a) With respect to those Mortgages or portfolios of Mortgages designated 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 6.
- (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 18.7.
- (c) Custodial charges and fees for Mortgages serviced by an Interim Servicer will be as agreed 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 7(b) below and in Guide Section 18.1 regarding payment by the Seller/Servicer.

## Section 7. 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 6(c) above for Mortgages as to which Seller/Servicer is acting as Interim Servicer, pursuant to the Guide, compensation for Document Custodian's services, including (without limitation) 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) Document Custodian will correct at its sole cost and expense any overcharges or undercredits, violations of applicable laws, security deficiencies and material breaches of this Agreement.
  - (2) 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 (A) 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 and (B) in the event of a conflict between any such agreement and this Agreement, this Agreement will govern.
  - (3) 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. 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 or negligence by Document Custodian in the performance of its functions and duties as required by the Guide and this Agreement.
  - (2) Seller/Servicer indemnifies Freddie Mac as set forth in Guide Section 18.4(a).
- (d) 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 8. Termination of Agreement and Transfer of Custody.

- (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 18.7(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 criteria 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 could adversely affect, the Notes or the interests of Freddie Mac;
  - (5) Freddie Mac's 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 Purchase Documents, or Freddie Mac's determination for any reason that the safety or security of the Notes is in jeopardy.
- Upon such occurrence, Document Custodian shall promptly comply with Freddie Mac's instructions.
- (b) Termination by Seller/Servicer. Seller/Servicer may terminate this Agreement upon sufficient notice to enable Freddie Mac to approve the requested transferee document custodian and for Freddie Mac and Seller/Servicer to enter into a new Document Custodial Agreement on Form 1035 with the new document custodian; such activities and the transfer of custody of the Notes to be conducted as set forth in Guide Section 18.7(b).
- (c) Termination by Document Custodian. Document Custodian may terminate this Agreement only as set forth in Guide Section 18.7(b).
- (d) Responsibilities as Transferor Document Custodian. Upon termination of this Agreement, Document Custodian will cooperate with Seller/Servicer, Freddie Mac and/or the transferee document custodian pursuant to Guide Section 18.7(c).



Section 9. 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 (i) specifically approved by Document Custodian's board or directors; or (ii) 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, this Agreement 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 (i) specifically approved by Seller/Servicer's board or directors; or (ii) 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 10. 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/Service 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 11. 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 Single Family Risk Management  
1551 Park Run Drive  
McLean, VA 22102  
(571) 382-3454  
e-mail: carol\_andrade@freddiemac.com

with a copy to: Freddie Mac Legal Division  
8200 Jones Branch Drive, MS 200  
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*)<sup>9</sup>:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

tel. # ( ) - \_\_\_\_\_

\_\_\_\_\_

If to Seller/Service: <sup>10</sup>

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

tel. # ( ) -

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

Section 12. 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/Service and Document Custodian with copies of the fully executed Agreement and (b) retain the original Agreement.

Section 13. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the United States. If there is no applicable precedent and to do so would not frustrate the purposes of this Agreement or the transactions governed hereby, the laws of the Commonwealth of Virginia will be deemed to reflect the laws of the United States; provided however, that the legal effectiveness, validity and enforceability of electronic contracts and signatures and other Electronic Records used in connection with any transaction engaged in by the Parties will be governed by the federal Electronic Signatures in Global and National Commerce Act.

Unless otherwise expressly agreed in writing among the Parties, neither this Agreement nor any portion of any electronic transaction will be governed by the Uniform Computer Information Transactions Act as enacted in any jurisdiction.

Section 14. 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.

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

Section 15. 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 Chapter 3; and
- (b) Document Custodian acknowledges and agrees that it is bound by the provisions of Guide Chapter 3 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 16. ADCEC Delivery. Document Custodian timely must deliver the completed and executed ADCEC to Freddie Mac as an electronic record attached to an email, submitted as a Portable Document Format ("PDF") file attached to the email or as a facsimile transmission, with a cover sheet identifying the name and contact information for the person sending the facsimile and its total number of pages.

Section 17. 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 18. 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 under this Agreement and/or the Purchase

Documents as “confidential information” under Guide Sections 2.16 and 53.3, and Document Custodian agrees to be bound by such confidentiality provisions.

Section 19. 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.

[this space intentionally left blank; signatures appear on following page]

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)<sup>11</sup>, and delivered as of the date first stated above.

\_\_\_\_\_ <sup>12</sup> (Document Custodian)

ATTEST: _____	By: _____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title:

\_\_\_\_\_ <sup>13</sup> (Seller/Service)

ATTEST: _____	By: _____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title

FEDERAL HOME LOAN MORTGAGE CORPORATION:

ATTEST: _____	By: _____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title

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

<sup>12</sup> Insert the complete legal name of Document Custodian.

<sup>13</sup> Insert the complete legal name of Seller/Service.

