

Designated Custodian Number 2222222  
Designated Custodial Agreement # \_\_\_\_\_<sup>1</sup>  
Seller/Servicer Number \_\_\_\_\_<sup>2</sup>  
Self  Affiliated 3<sup>rd</sup> Party  Unaffiliated <sup>3</sup>

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

THIS DESIGNATED CUSTODIAL AGREEMENT, dated as of \_\_\_\_\_,  
20\_\_<sup>4</sup> (the "Agreement"), is by and among Freddie Mac, The Bank of New York  
Mellon Trust Company, N.A., as designated custodian ("Designated Custodian"), and  
\_\_\_\_\_<sup>5</sup>, as seller and/or servicer ("Seller/Servicer");  
Freddie Mac, Designated Custodian and Seller/Servicer collectively referred to as the  
"Parties". This Agreement replaces and restates any prior Designated Custodial  
Agreement: Single-Family Mortgages on Form 1035DC 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 Designated  
Custodian (i) the Notes relating to such Mortgages, endorsed in blank as required by  
the Guide (defined below), (ii) the Assignments relating to such Mortgages, and (iii)  
certain data through Freddie Mac's Selling System, including 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 Seller/Servicer to service or  
subservice such Mortgages (Seller/Servicer, in such capacity, as "Interim Servicer");

WHEREAS, Designated 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 Designated 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 original Notes for Mortgages sold to and serviced for  
Freddie Mac.

<sup>1</sup> Freddie Mac will complete this.

<sup>2</sup> Freddie Mac will complete this, if Seller/Servicer has been assigned a Seller/Servicer number, it may  
insert that number..

<sup>3</sup> Seller/Servicer must indicate any relationship with Document Custodian by initialing as appropriate;  
Designated Custodian will confirm the relationship(s) in Section 2(b).

<sup>4</sup> Freddie Mac will complete this after all Parties have executed the Agreement.

<sup>5</sup> Insert legal name of Seller/Servicer.

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, Designated 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:

“Assignments” means all intervening assignments and instruments necessary to assign the Security Instruments to Freddie Mac.

“Authorized Representatives” means personnel of Seller/Servicer who are authorized by Seller/Servicer at any particular time to use the Designated Custodian’s Platform Systems, including any Servicing Agent (subservicer).

“Business Day” means any day that is not a Saturday, a Sunday or one of the holidays listed on Exhibit B hereto.

“Designated Custodian” is defined in the introductory paragraph of this Agreement.

“Designated Custodian Indemnitee” is defined in Section 10(c).

“Designated Custodian’s Platform Systems” is defined in Section 2(g)(iii).

“Designated Custodian Registration Forms” means the documents required by Designated Custodian to be completed by Seller/Servicer and returned to the Designated Custodian prior to execution of this Agreement.

“E-Sign” means the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 *et seq.*

“Force Majeure Event” is defined in Section 18.

“Form 1034” means a Custodial Certification Schedule in any format (hardcopy or electronic) that identifies the Notes delivered to Designated Custodian.

“Form 1036” means Freddie Mac’s Request for Release of Documents or other form (hardcopy or electronic) authorizing Seller/Servicer to obtain Notes from Designated Custodian and Designated Custodian to release them to Seller/Servicer.

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

“Freddie Mac Indemnitee” is defined in Section 10(a).

“Guide” means Freddie Mac’s Single-Family Seller/Servicer Guide. All sections of the Guide referred to herein are incorporated by reference in their entirety, as are any additional Guide Sections referred to within incorporated sections, as applicable. If the Guide is amended, then, as between Freddie Mac and Seller/Servicer, this Agreement will be deemed amended to the extent necessary to conform to such Guide amendment. As between Freddie Mac and Designated Custodian, the terms of a separate written agreement between them shall control in respect of any Guide amendments. The Guide is available at [www.allregs.com](http://www.allregs.com).

“Handbook” means Freddie Mac’s Document Custody Procedures Handbook, which is incorporated by reference in its entirety. If the Handbook is amended, then, as between Freddie Mac and Seller/Servicer, this Agreement will be deemed amended to the extent necessary to conform to such Handbook amendment. As between Freddie Mac and Designated Custodian, the terms of a separate written agreement between them shall control in respect of any Handbook amendments. The Handbook is available at [www.freddiemac.com/cim](http://www.freddiemac.com/cim) and [www.allregs.com](http://www.allregs.com).

“Large Delivery” means any single transaction or series of related concurrent transactions involving the delivery or transfer to Designated Custodian of more than 500 Notes.

“Note File” or “Notes”, for purposes of this Agreement, means the original notes and any other instruments evidencing the indebtedness secured by the security instruments, along with the original riders, powers of attorney, and/or other instruments that modify the original notes (e.g., modification, conversion, assumption of indebtedness or release of liability agreements); references to “Notes” may include Assignments and any supplemental or additional documents required to be maintained by the Designated Custodian in the Note File, as the context requires or permits.

“Notice Required Delivery” means any Large Delivery or any single transaction or series of related concurrent transactions involving the delivery of any quantity of Note Files relating to Mortgages that are delivered to Freddie Mac for sale pursuant to ‘stand-alone contracts’ or master commitments negotiated by Freddie Mac.

“Request For Release” means either (a) a Web Release Request or (b) Form 1036.

“Security Device” is defined in Section 2(h)(iv).

“Service Level(s)” is defined in Section 2(c).

“Termination Without Cause” is defined in Section 6(a).

“Termination With Cause” is defined in Section 6(a).

“Term of Business” is defined in Section 3(d).

“Web Access/Release Request Authorization” means a document that is included in the Designated Custodian Registration Forms that authorizes certain representatives

of Seller/Service to obtain Notes from Designated Custodian using its WebDCS system, and authorizes Designated Custodian to release such Notes pursuant to such request; it contains a representation by Seller/Service that it has complied, and will comply, with all Freddie Mac requirements related to release of Notes or Note Files and specifies the level of access to the Designated Custodian's Platform Systems that is requested for each Seller/Service Authorized Representative.

"Web Release Request" means an electronic or system-generated Release Request (or a reasonable facsimile thereof) as described in Section 8107.1(b) of the Guide and approved by Freddie Mac.

"With Cause" means, in respect of Designated Custodian's rights to terminate this Agreement pursuant to Section 6, a termination resulting from (a) a material adverse change in Seller/Service's business, assets, property, condition (financial or otherwise), revenues or prospects that could reasonably be expected to have a material adverse effect on the ability of Seller/Service to perform its material obligations to Designated Custodian hereunder, including its ability to pay Designated Custodian's fees, (b) a material breach of Seller/Service's obligations to Designated Custodian hereunder (including failure to pay any material amounts due to Designated Custodian hereunder after written demand therefor), (c) Designated Custodian having been terminated by Freddie Mac as its "Designated Custodian" under separate written agreement between Freddie Mac and Designated Custodian, or (d) upon the occurrence of the events described in Section 19.

## Section 2. Designated Custodian Eligibility, Functions and Duties.

- (a) Eligibility requirements and general duties. Designated Custodian represents and warrants to, and covenants with, Seller/Service and Freddie Mac that Designated Custodian will perform the functions and fulfill the duties set forth in the Guide. Designated Custodian shall also:
- (i) make available evidence of compliance with the requirements, terms, standards, and responsibilities referred to in subparagraph (ii) immediately below;
  - (ii) comply with all of the terms of this Agreement, and with the following, as they may be amended from time to time in writing by Freddie Mac:
    - (A) all Guide requirements pertaining to Note Files delivered to and Note Files held for Freddie Mac, including Chapters 2202, 6301, 6302, 6304, 6305 and 8107 and Section 7101.9;
    - (B) any additional or revised requirements that Freddie Mac may reasonably specify to ensure the safety, security and/or enforceability of its Notes or that are deemed reasonably necessary by Freddie Mac in connection with any change in applicable law or regulation; and
    - (C) such reasonable standards for custodial qualification, performance and duties as Freddie Mac may prescribe in its discretion from time-to-time;
  - (iii) notify Freddie Mac and Seller/Service in writing immediately if, at any time, Designated Custodian fails to meet any applicable eligibility requirement;
  - (iv) meet the eligibility requirements of Sections 2202.2(a), (b), and (d): and

- (v) complete the Annual Document Custodian Eligibility Certification Report and submit it to Freddie Mac by March 31<sup>st</sup> each year, together with any other information that Freddie Mac may request; and
  - (vi) maintain document custodial records, files and operations for Notes that are independently and separately managed from any functional area that might perform mortgage origination, selling or servicing; maintain separate records, files and operations for Notes; and ensure that the duties set forth in this Agreement will be performed only by personnel not engaged in mortgage origination, sales or servicing.
- (b) Additional Eligibility Requirements for Designated Custodian. Designated Custodian represents and warrants to, and covenants with, Freddie Mac that it is not affiliated with Seller/Servicer.
- (c) Verification and Certification. Upon receiving a Note (other than by transfer of custody), Designated Custodian will review and examine it and conduct the verification as set forth in Section 6304.3 of the Guide. In fulfilling that function, Designated Custodian will refer as necessary to Sections 6301.3, 6301.8 and 6301.9 of the Guide and to Chapter 3 of the Handbook and will (among other things):
- (i) verify receipt of all items that Seller/Servicer is required to deliver pursuant to Section 6304.2 of the Guide, including Assignments, unless pursuant to Section 6304.1, Seller/Servicer has elected to hold Assignments in its files for Mortgages registered with MERS and has provided Designated Custodian with evidence of such election;
  - (ii) review the Note to verify that the information in the Selling System or Form 1034 reflects the terms of the Note and the data for the related Mortgage;
  - (iii) determine that the Note is an original, is a Uniform Instrument, and is endorsed as required in Section 6301.3 of the Guide; and
  - (iv) conduct its certification and review in accordance with the service levels (the “Service Levels”) described in Exhibit A hereof.

Designated Custodian will certify Mortgages sold through the Selling System using the following online certification options: single loan certification, batch certification and importation of Mortgage loan data certified in the Designated Custodian’s system into the Selling System. The option used must comply with the instructions in the Selling System, the Guide and the Handbook.

- (d) Responsibility as a transferee Document Custodian.
- (i) Upon a transfer of custody to the Designated Custodian, Designated Custodian shall perform the verifications specified in Sections 2202.6 and 7101.9 of the Guide and in the Handbook with respect to each Note transferred to it.
  - (ii) Upon completion of such verification, Seller/Servicer, as transferee Servicer, will deliver a Form 1034T, to be executed by the transferor seller/servicer and Designated Custodian as transferee Document Custodian, which Designated Custodian will deliver to Freddie Mac upon its full execution.

- (e) Responsibility as a transferor Document Custodian. Upon a transfer of custody, Designated Custodian shall verify that a new Document Custodian has been selected in accordance with Freddie Mac's requirements and must confirm the transferee Document Custodian with Freddie Mac. Designated Custodian shall cooperate with Seller/Servicer and the transferee Document Custodian to effect an orderly transfer of the Note Files, all as provided in the Guide and Chapter 5 of the Handbook. It is the responsibility of the Designated Custodian and Seller/Servicer to work with Freddie Mac and the transferee Document Custodian prior to certification of the Notes by the transferee Document Custodian to cure all document deficiencies that are unresolved upon transfer, provided, however, that Designated Custodian shall be required to work with Seller/Servicer and the transferee Document Custodian to resolve only those deficiencies that occurred during the period that such Notes and Note Files were in the custody of Designated Custodian and then only to the extent that such deficiencies are expressly required to be cured by the Designated Custodian as provided herein. Designated Custodian shall not be released or discharged from its liabilities, duties and obligations hereunder until after the transferee Document Custodian has certified the Notes transferred to it.
- (f) Duties to Freddie Mac; Relationship of the Parties.
- (i) Designated Custodian shall contact Freddie Mac with any questions that arise in conjunction with performing its services under this Agreement if such questions cannot be resolved by reference to the Guide or the Handbook.
  - (ii) By executing this Agreement, Designated Custodian, solely in its role as Designated Custodian, represents and warrants that it has no, and covenants that it shall hold no, adverse interest, by way of security or otherwise, in any Note and hereby waives and releases any such interest which it may have or acquire in any such Note. Designated Custodian will not knowingly take any action that might adversely affect Freddie Mac or its interests unless such action is required by applicable law, regulation, or is taken under advice of counsel to prevent a violation of law or regulation or at the request of Designated Custodian's regulators.
  - (iii) 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, Designated Custodian. If Freddie Mac transfers title or ownership of a Mortgage to a third party, then immediately upon such transfer the terms of this Agreement will no longer apply to the Note File relating to that Mortgage.
  - (iv) Seller/Servicer may use independent delivery agents, particularly for Large Deliveries or seasoned Note deliveries. Seller/Servicer agrees that if it uses an independent delivery agent, such delivery shall be treated as if it were a delivery made by Seller/Servicer. Seller/Servicer shall provide written authorization for Designated Custodian to interact and communicate with such independent delivery agent as it would with Seller/Servicer, and any such representations of the independent delivery agent shall be deemed representations from Seller/Servicer.
  - (v) If Designated Custodian requests instructions from Freddie Mac or Seller/Servicer with respect to any act, action or failure to act not otherwise

expressly provided for in this Agreement, Designated Custodian shall be entitled to refrain from taking such action and continue to refrain from acting without incurring any liability therefor to Freddie Mac, Seller/Servicer or any other person unless and until Designated Custodian receives written instructions from Freddie Mac or Seller/Servicer with respect thereto.

- (vi) Designated Custodian shall not be liable to Freddie Mac, Seller/Servicer or any other person or entity for any action or omission to act hereunder except for its own negligence or willful misconduct. In no event shall Freddie Mac or Designated Custodian or their respective directors, affiliates, officers, agents and employees be held liable for any special, exemplary, punitive, indirect or consequential damages resulting from any action taken or omitted to be taken by it or them hereunder or in connection herewith, even if advised of the possibility of such damages. Designated Custodian shall have no liability to any person or entity, including Freddie Mac or Seller/Servicer, for the condition of any Note or Note File or the contents thereof if (A) such condition existed on or prior to transfer of possession of the applicable Note or Note File to Designated Custodian or (B) Designated Custodian is not expressly obligated hereunder to review, and certify as to the state of, any such document comprising said Note File.
  - (vii) Without limiting the generality of the foregoing and absent manifest error, Designated Custodian may conclusively rely upon and shall be fully protected in acting in good faith upon any notice, instructions, certificate, instrument or other communication received from Seller/Servicer and Freddie Mac and which it reasonably believes to be genuine and duly authorized with respect to all matters pertaining to this Agreement and its duties hereunder; and shall be under no obligation to verify the authenticity of any signature on any of the documents received or examined by it in connection with this Agreement or the authority or capacity of any person to execute or issue such document.
  - (viii) No provision of this Agreement shall require Designated Custodian to expend or risk its own funds or otherwise incur any material financial liability (other than expenses or liabilities otherwise required to be incurred by the terms of this Agreement or in performance of custodial duties required by this Agreement) if, in its sole judgment, it reasonably believes that repayment of such funds or adequate indemnity against such risk or liability is not assured to it.
- (g) Interim Servicing. With respect to Mortgages or portfolios of Mortgages designated by Freddie Mac as being serviced by Seller/Servicer as Interim Servicer:
- (i) Designated Custodian and Interim Servicer will comply in all respects with the terms of this Agreement except as explicitly amended by this Section 2(g);
  - (ii) with respect to each Note deposited with it that is serviced by an Interim Servicer, unless otherwise instructed by Freddie Mac in writing, Designated Custodian will perform the verifications specified in Guide Sections 2202.6 and 7101.9; and
  - (iii) notwithstanding the statements in Guide Section 2202.1 regarding payment by the Seller/Servicer, Designated Custodian will bill Freddie Mac for custodial services hereunder as set forth in Section 7(b).

- (h) Release of Documents. Designated Custodian shall release Notes and related files only pursuant to Section 8107.2 of the Guide and this Section 2(h), provided however, that in the event of a conflict between them, the Guide shall prevail.
- (i) Absent manifest error, Designated Custodian may rely on information received from Seller/Servicer in (A) any Web Access/Release Request Authorization or (B) any Request for Release.
  - (ii) Service Levels relating to Designated Custodian's release of Notes are contained in Exhibit A hereto and shall supplement the provisions of this Section 2(h).
  - (iii) If Seller/Servicer has executed a Web Access/Release Request Authorization, then Seller/Servicer may provide one or more Web Release Requests for release of Notes or Note Files containing information readable without intervention by Designated Custodian's data processing operations computer hardware and software staff ("Designated Custodian's Platform Systems"), and arranged in a record layout to be specified by Designated Custodian.
  - (iv) Designated Custodian may prescribe security procedures for using its Platform Systems in connection with the release of Notes and Note Files, which may include the use of access devices, digital certificates and user names and/or passwords for Seller/Servicer's Authorized Representatives (collectively, "Security Devices") and specify the type or levels of authorization and access associated with such Security Devices. For purposes of this Agreement, the term "Security Device" also constitutes an "electronic identifier intended by the person using it to have the same force and effect as the use of a manual signature" and includes a username and password.
  - (v) Designated Custodian shall not be required to verify that any person submitting a Web Request Release is authorized to do so, but may rely on Seller/Servicer's representation that any person utilizing a Security Device to submit a Web Release Request is authorized to do so pursuant to the Guide.

Designated Custodian reserves the right to restrict or suspend Freddie Mac's and/or Seller/Servicer's access to Designated Custodian's computer systems for maintenance or repairs, provided that Designated Custodian promptly notifies Freddie Mac and Seller/Servicer of such restriction or suspension.

- (i) Supplemental deliveries. If Seller/Servicer supplements a delivery with additional or trailing documents, such as original modifying instruments, with respect to a Note, Designated Custodian must place the supplemental documentation in the related Note File.

Section 3. Seller/Servicer Responsibilities. Seller/Servicer is responsible for the following, and hereby represents and warrants to, and covenants with, Freddie Mac that it will promptly:

- (a) perform its responsibilities as set forth in Guide Chapters 2201, 6301, 7101 and 8107, including those relating to insurance coverage for Notes in transit set forth in Section 2202.5(c);



- (b) notify Freddie Mac in writing if Seller/Servicer becomes aware that Designated Custodian has failed to comply with any Freddie Mac operational requirement and/or any term of this Agreement;
- (c) authorize Designated Custodian to interact and communicate with any independent delivery agent engaged by Seller/Servicer as it would with Seller/Servicer itself; for purposes of this Agreement, such deliveries will be treated as if they were received directly from Seller/Servicer, and all representations from an independent delivery agent will be deemed to be representations from Seller/Servicer;
- (d) provide Designated Custodian with copies (or portions) of such confirmations, agreements, assignments, documents, opinions, instructions and information relating in any way to this Agreement as Designated Custodian may from time to time reasonably request in writing. In the event that a provision of Seller/Servicer's Purchase Documents would affect Designated Custodian's duties and obligations under this Agreement (each such provision, a "Term of Business"), Seller/Servicer will provide Designated Custodian a written copy of such Term of Business, and Seller/Servicer will not be deemed by Freddie Mac to have violated the confidentiality imposed by Section 1201.8 or 8101.8 of the Guide by such action. Designated Custodian will update its automated data system with information regarding such Terms of Business upon receipt of such information, but shall have no responsibility to so update its systems unless such information is provided to Designated Custodian by Seller/Servicer or Freddie Mac. Although Freddie Mac has no duty or obligation to notify Designated Custodian of such Terms of Business, Freddie Mac may do so. Designated Custodian shall incur no liability with respect to any Terms of Business of which it was not informed;
- (e) notify Designated Custodian of the occurrence 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 in this Section 3(e) shall be construed as creating any right on the part of Seller/Servicer to a cure period in connection with any such default or event of default or as a waiver by Freddie Mac of any right or remedy under the Purchase Documents; and
- (f) promptly complete or reverify information for Designated Custodian's "Know Your Customer" requirements or procedures.

Section 4. Systems Access and Security Devices.

- (a) Seller/Servicer will comply with all data encryption, security and record layout standards for Web Release Requests as such standards may be amended from time to time upon notice from Designated Custodian to Seller/Servicer; for purposes of this Section 4(a), Seller/Servicer shall remain fully responsible for any actions of its Authorized Representatives and Servicing Agents.
- (b) Seller/Servicer will take all necessary or appropriate steps to ensure that its Authorized Representatives will implement and follow such security procedures and use such Security Devices and will not remove, modify, disable, penetrate or otherwise defeat any such security procedure or Security Device or share

their assigned Security Device with any person not authorized to have it. Nothing herein is intended to prevent Seller/Servicer from requiring its Authorized Representatives to follow security procedures and to use security devices in addition to those required by Designated Custodian.

- (c) The principal Security Device employed by Designated Custodian is a username and password for each Authorized Representative. Seller/Servicer shall request an initial username and password only for its Authorized Representatives who are authorized to request release of Notes and Note Files (or to take other actions, depending on type or level of permitted access). Seller/Servicer shall provide Designated Custodian with a Web Access/Release Request Authorization Form for each Authorized Representative and shall keep each Web Access/Release Request Authorization Form current. Seller/Servicer will notify Designated Custodian promptly in the event Seller/Servicer learns that: (i) any Security Device is lost, stolen, or improperly disclosed to a third party; (ii) the authority or employment of any Authorized Representative a Security Device has been or is about to be terminated; (iii) the confidentiality of such Security Device has been compromised in any way; or (iv) a possible or actual unauthorized access to the Designated Custodian's Platform Systems has occurred through the use of a Security Device.
- (d) Seller/Servicer will maintain and control access to Security Devices issued by the Designated Custodian and will be liable for any unauthorized use thereof. Seller/Servicer will take necessary and appropriate steps (i) to ensure that only its Authorized Representatives are permitted to have Security Devices; (ii) to ensure that each Security Device is used only by the person to whom it is issued; (iii) to ensure that all information contained in any request for such a Security Device will be at the time of such request accurate and complete; and (iv) to preserve the confidentiality of such Security Devices. Designated Custodian is not responsible for any breach of security and any resulting injury caused by any failure of Seller/Servicer or its Authorized Representatives to meet the obligations stated herein.
- (e) The accuracy, completeness and timeliness of all information provided by Seller/Servicer to Designated Custodian via Designated Custodian's Platform Systems are the sole responsibility of Seller/Servicer and Seller/Servicer must verify the accuracy of transactions as entered and the accuracy of information as received.
- (f) Seller/Servicer agrees to maintain accurate records of electronic transactions related to the Notes and related Note Files.
- (g) Seller/Servicer authorizes Designated Custodian to append automatically the username and password (or otherwise apply the Security Device) of an Authorized Representative to the applicable Request for Release and agrees and acknowledges that by appending the username and password (or otherwise applying the Security Device) of such Authorized Representative, Designated Custodian shall be entitled to rely thereon.

Section 5. Sales of Mortgages, Transfers of Servicing and Transfers of Custody. If Freddie Mac transfers title or ownership of a Mortgage to a Trust or to a third party

other than a Trust, Freddie Mac will immediately notify Designated Custodian; such notice will instruct Designated Custodian regarding any required update to its note tracking system and any other appropriate action. Subject to Freddie Mac's prior approval and in accordance with the requirements, including the notice provisions, of the Guide, a Seller/Servicer may transfer only custody of Note Files or may transfer servicing of Mortgages, which Transfer of Servicing may result in a transfer of custody of the related Note Files.

- (a) Transfers of Servicing. If there is a Transfer of Servicing for some or all of the Mortgages for which Designated Custodian holds the Notes, Designated Custodian will update its note tracking system and, if there is also a transfer of custody, cooperate with Seller/Servicer and Freddie Mac or the transferee Document Custodian to transfer custody of the Notes and any Assignments pursuant to the Guide and Section 2(d).
- (b) Transfers of Custody.
- (i) Designated Custodian will cooperate with Seller/Servicer and the transferee Document Custodian to transfer custody of Note Files pursuant to the Guide and as set forth in this Agreement. Within 30 days after the Effective Date of Transfer, Designated Custodian will deliver Note Files relating to the affected Mortgages to the transferee Document Custodian.
- (ii) For Notes received by Designated Custodian in a transfer of custody, Designated Custodian shall (A) notify the transferor Document Custodian and any relevant 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 (after cursory inspection) to contain the transferred Note Files and (B) perform the verifications specified in Sections 2202.6 and 7101.9 of the Guide with respect to each Note received by it. For each Transfer of Servicing that results in a transfer of custody, Seller/Servicer as transferee must deliver to Freddie Mac a Form 1034T, executed by the Transferor Servicer, transferor Document Custodian, Transferee Servicer and Designated Custodian as transferee Document Custodian.

#### Section 6. Termination.

- (a) Termination by Freddie Mac. At its sole discretion, Freddie Mac may, upon 30 days written notice to Seller/Servicer and Designated Custodian, terminate this Agreement (a "Termination Without Cause") and require Seller/Servicer to transfer all Notes and Assignments to another Custodian and/or the related Assignments to Seller/Servicer within 30 days of the date of such notice.

Notwithstanding any other right of Freddie Mac to require Seller/Servicer to discontinue the use of a Document Custodian, Freddie Mac may give notice that it will terminate this Agreement and require that all Notes and Assignments to be transferred immediately to another Document Custodian, or the Notes as directed by Freddie Mac and the related Assignments to Seller/Servicer, immediately upon occurrence of any of the following (a "Termination With Cause"):

- (i) disqualification or suspension of Seller/Servicer pursuant to the Guide, or a determination by Freddie Mac that Seller/Servicer's performance has been unsatisfactory or that Seller/Servicer has failed to meet Freddie Mac's eligibility standards;

- (ii) material failure of Designated Custodian to meet Freddie Mac's document custodian eligibility requirements or any material criterion for note custody;
- (iii) Freddie Mac's reasonable determination that either (A) Designated Custodian's performance with respect to Note Files does not conform in one or more material respects to the performance requirements in the Guide or the Handbook, or (B) Designated Custodian has, for a prolonged period, materially failed to comply with one or more of the Service Levels;
- (iv) any other circumstance with respect to Designated Custodian or Note Files that materially adversely affects, or is reasonably likely to adversely affect, a material number of Note Files or the interests of Freddie Mac;
- (v) Freddie Mac's substantial modification of its requirements for the custody of Note Files such that Designated Custodian is, or would be, unable to comply therewith or to qualify thereunder in material respects adverse to Freddie Mac's interests hereunder;
- (vi) the occurrence of a default or event of default under the Guide directly resulting from any action or inaction by Designated Custodian and delivery to the Designated Custodian of a notice thereof, or Freddie Mac's reasonable determination for any reason that the safety or security of Note Files is in jeopardy; or
- (vii) a material failure by Designated Custodian to comply with the security requirements for the Vaults.

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

- (b) Termination by Seller/Servicer. Seller/Servicer may terminate this Agreement upon 30 days prior notice to Designated Custodian. Upon giving such notice, Seller/Servicer must, in accordance with the Guide, designate a new Document Custodian for Mortgages serviced for Freddie Mac and Designated Custodian shall transfer the Notes for those Mortgages to the new Document Custodian within 30 days of Freddie Mac's approval of the transfer, if practicable, and if not practicable, as soon thereafter as Freddie Mac and Designated Custodian shall mutually agree, provided that Freddie Mac may require the Notes be transferred sooner if the Designated Custodian reasonably determines such sooner transfer is practicable. Any transfer of custody in connection with such termination shall occur in accordance with the provisions of Section 6(a).
- (c) Termination by Designated Custodian. Designated Custodian may terminate this Agreement With Cause upon 30 days prior written notice to Seller/Servicer and to Freddie Mac. In such event, Seller/Servicer must arrange for a transfer of custody of the Notes and the Note Files to a new Document Custodian prior to the effective date of the termination, if practicable, and if not practicable, as soon thereafter as Designated Custodian and Freddie Mac shall mutually agree. In the event that Designated Custodian shall terminate this Agreement, Designated Custodian shall await specific written instructions from Freddie Mac prior to transferring custody of any Note Files other than pursuant to specific Freddie Mac or Seller/Servicer request. If Freddie Mac fails to provide Designated Custodian with such specific instructions related to the transfer of the Note Files within 30 days of receipt by Freddie Mac of Designated Custodian's notice of

termination, Designated Custodian may, at the expense of Freddie Mac, petition any court of competent jurisdiction to name a successor Custodian. In no event may Designated Custodian refuse or fail to fulfill its obligations pursuant to this Agreement while any Note File is within its possession. Unless prevented from doing so by applicable law or regulation or upon written advice of counsel relating to possible violation of law or regulation, Designated Custodian will notify Freddie Mac before terminating this Agreement.

- (d) Responsibilities of the transferor Designated Custodian. Upon termination of this Agreement and transfer of custody of the Notes, Designated Custodian shall cooperate with Seller/Servicer and Freddie Mac or the transferee Document Custodian pursuant to the Guide and Section 2(d) herein.

Section 7. Custodial Charges.

- (a) Except as set forth in Section 7(b) below, pursuant to Section 2202.1 of the Guide, compensation for Designated Custodian's services, including any action taken at the request or demand of Freddie Mac, is the sole responsibility of Seller/Servicer. Seller/Servicer and Designated Custodian shall enter into a written agreement regarding Designated Custodian's charges and fees for certifying, holding, releasing, copying, and other activities relating to the Notes; provided that (i) such agreement may not contain any other terms that relate to the substance of this Agreement, including Freddie Mac's ability to gain access to or remove the Notes without notice to, or the consent of, Seller/Servicer, and (ii) in the event of a conflict between any such agreement and this Agreement, this Agreement shall govern.
- (b) For Mortgages as to which Seller/Servicer is acting as Interim Servicer, custodial charges and fees for Designated Custodian's services pursuant to this Agreement will be as agreed between Freddie Mac and Designated Custodian. Designated Custodian will submit invoices to Freddie Mac, and Freddie Mac will compensate Designated Custodian directly.
- (c) Designated Custodian shall not fail to perform in accordance with this Agreement or any Freddie Mac requirement because Designated Custodian has not been compensated by Seller/Servicer, provided, however that Designated Custodian shall have the right to terminate this Agreement With Cause for non-payment of custodial fees by Seller/Servicer.

Section 8. Audit. Freddie Mac and/or its auditors may perform, with reasonable prior notice and during normal business hours, on-site reviews or audits of Designated Custodian's (a) records and documents that relate to the Notes, (b) facilities, and (c) policies and procedures and compliance with its own internal controls and with Freddie Mac's requirements. Designated Custodian shall promptly provide copies of any Notes requested by Freddie Mac or its auditor.

Section 9. Financing Statements. Seller/Servicer and Designated Custodian each hereby (a) authorize Freddie Mac to file Uniform Commercial Code ("UCC") financing statements (together with any related amendments and 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 Designated Custodian on behalf of Freddie Mac, and (b) Seller/Servicer agrees to execute, deliver and/or file such UCC financing statements and other documents and perform such acts as may be reasonably necessary to fully perfect or otherwise evidence Freddie Mac's ownership interest in the Notes. Seller/Servicer shall pay the costs for any financing statements filed pursuant to this Section 9 and Freddie Mac's costs in preparing such financing statements and/or searching UCC records to confirm that no other party claims an interest in the Notes.

Section 10. Indemnification.

- (a) In providing Services, Designated Custodian will act with reasonable care, using at least that degree of skill and care that it exercises with respect to similar notes held in custody for other customers comparable to Freddie Mac and with at least such skill and care as is customary in the industry. Designated Custodian agrees to indemnify and hold harmless Freddie Mac and its respective directors, officers, employees, agents, designees, successors and assigns (each, a "Freddie Mac Indemnitee") for any and all liabilities, obligations, damages, penalties, actions, judgments, suits, disbursements, losses, costs and expenses of any kind or nature, including reasonable fees and expenses of counsel, court costs and costs of appeal which may be imposed on, incurred by, or asserted against any Freddie Mac Indemnitee as the result of any negligence or willful misconduct by Designated Custodian in its performance (or nonperformance) of the functions and duties of Designated Custodian required by this Agreement, the Guide and the Handbook, provided, however, that (i) Designated Custodian shall have no obligation to indemnify any Freddie Mac Indemnitee in respect of any matter for which Designated Custodian has been expressly exculpated from liability hereunder, including the provisions of Section 2(f)(vi) and paragraph (D) of Exhibit A, and (ii) Designated Custodian shall not be required to indemnify or hold harmless any Freddie Mac Indemnitee to the extent that the related liabilities, obligations, damages, penalties, actions, judgments, suits, disbursements, losses, costs and expenses resulted from Freddie Mac's negligence or willful misconduct.
- (b) Seller/Servicer indemnifies Freddie Mac as set forth in Section 2202.5(a) of the Guide.
- (c) Seller/Servicer agrees to indemnify and hold harmless Designated Custodian and its respective directors, officers, employees, agents, designees, successors and assigns (each, a "Designated Custodian Indemnitee") from and against any and all liabilities, obligations, damages, penalties, actions, judgments, suits, disbursements, losses, costs and expenses of any kind or nature, including reasonable fees and expenses of counsel, court costs and costs of appeal arising from or connected with Designated Custodian's execution and performance of this Agreement and any transactions contemplated hereby, including but not limited to the claims of any third parties against Designated Custodian except to the extent such loss, liability or expense results directly from the negligence or willful misconduct on the part of any Designated Custodian Indemnitee.

Section 11. Acknowledgment and Consent to Electronic Transactions.

Seller/Servicer acknowledges and agrees it is bound by the provisions of Chapter 1401 of the Guide with regard to electronic transactions in connection with its duties and obligations to Freddie Mac under this Agreement.

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

- (a) Designated Custodian represents and warrants to, and covenants with, Seller/Servicer and Freddie Mac as follows:
- (i) This Agreement has been authorized and approved by all requisite corporate action on the part of Designated Custodian and, when executed and delivered by Designated Custodian, Seller/Servicer and Freddie Mac, will constitute a legal, valid and binding obligation of Designated Custodian, enforceable against Designated Custodian in accordance with its terms.
  - (ii) Designated Custodian has not executed and will not execute any agreement or obligation inconsistent herewith or with any of the transactions contemplated hereby.
  - (iii) Designated Custodian has complied, and at all times shall comply, with all applicable laws and regulations in connection with the transactions contemplated hereby.
- (b) Seller/Servicer represents and warrants to, and covenants with, Freddie Mac and Designated Custodian as follows:
- (i) 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.
  - (ii) Seller/Servicer has not executed and shall not execute any agreement or obligation inconsistent with this Agreement or with the transactions contemplated hereby.
  - (iii) Seller/Servicer has complied, and at all times shall comply, with all applicable laws and regulations in connection with the transactions contemplated hereby.
  - (iv) This Agreement has been (A) either (I) specifically approved by Seller/Servicer's board of directors (or other governing body); 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.
  - (v) This Agreement (including the sections of the Guide and the Handbook incorporated by reference herein) shall constitute the "written agreement" governing Seller/Servicer's relationship to Note Files and its obligation to Freddie Mac with respect thereto.
  - (vi) Seller/Servicer (and any successor thereto) will continuously maintain this "written agreement" as an official record of Seller/Servicer.
- (c) Binding Effect. This Agreement shall become effective as of the date above first written upon execution by Freddie Mac, Seller/Servicer and Designated Custodian, and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns (subject to the provisions of Section 19) and shall continue in full force and effect so long as Designated Custodian shall

hold, as custodian hereunder, any of the Notes, or until the Agreement is terminated. If Freddie Mac executes this Agreement, Freddie Mac shall provide Seller/Servicer and Designated Custodian with copies of the fully executed Agreement. Freddie Mac shall retain the original Agreement.

Section 13. Amendments.

- (a) All rights of Designated Custodian in respect of the modification of Freddie Mac's Document Custodian eligibility requirements, Designated Custodian obligations, custodial duties, delivery requirements, and/or Freddie Mac forms referenced herein, including, without limitation, the Handbook's defined terms or requirements pertaining to the foregoing, shall be governed by the terms of a separate written agreement between Freddie Mac and Designated Custodian. Freddie Mac may at any time, in its sole discretion, upon notice to Seller/Servicer and Designated Custodian, modify or supplement any provision or requirement set forth in this Agreement relating to its rights and obligations with respect to Seller/Servicer herein, including but not limited to Freddie Mac's Seller/Servicer eligibility requirements, Seller/Servicer obligations, duties, delivery and custodial requirements, and/or Freddie Mac forms referenced herein.
- (b) Except to the extent described in Section 13(a), no modification, amendment or waiver of any provision of this Agreement will be valid unless it is in writing and signed by an authorized representative of the party against whom it is sought to be enforced and then such waiver or consent will be effective only in that instance and for the reason specified therein.
- (c) A delay or omission by any party to exercise any right under this Agreement will not be construed as a waiver thereof. A waiver by either party of any provision of this Agreement will not be construed to be a waiver of any succeeding breach thereof or any other provision in this Agreement.

Section 14. Notices. All demands, notices, instructions and other communications hereunder shall be in writing (unless specifically authorized to be delivered by another means) and 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  
Phone: (571) 382-3454  
Fax: (866) 743-0087  
Email: [carol\\_andrade@freddiemac.com](mailto:carol_andrade@freddiemac.com)

with a copy to: Freddie Mac Document Custodial Operations  
8250 Jones Branch Drive  
McLean, VA 22102  
Attn: Custodian Relationship Manager

and Freddie Mac Legal Division  
8200 Jones Branch Drive  
McLean, VA 22102



Attn: VP & Deputy General Counsel, SF Real Estate  
Law  
Phone: (703) 903-2484  
Email: [jeffrey\\_marston@freddiemac.com](mailto:jeffrey_marston@freddiemac.com)

If to Designated Custodian: The Bank of New York Mellon Trust Company, N.A.  
CT Government Solutions  
2001 Bryan Street, 11<sup>th</sup> Floor  
Dallas, TX 75201  
Phone: (800) 211-2677

and The Bank of New York Mellon  
101 Barclay Street, 21W  
New York, New York 10286  
Attn: Mirela Cabej, Vice President  
Phone: (212) 815-6008  
Fax: (212) 815-8091  
Email: [mirela.cabej@bnymellon.com](mailto:mirela.cabej@bnymellon.com)

If to Seller/Service<sup>6</sup>: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
e-mail address: \_\_\_\_\_  
tel. # ( ) \_\_\_\_\_ - \_\_\_\_\_  
fax # ( ) \_\_\_\_\_ - \_\_\_\_\_

or to such other address and person as the party to receive notice may hereafter designate in writing as required herein.

**Section 15. Governing Law; Venue.**

- (a) 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, this Agreement will be governed by and construed in accordance with the laws of the State of New York. Notwithstanding the immediately preceding sentence, 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 to this Agreement will, to the extent allowed by applicable law, be governed by E-Sign as opposed to any applicable state law relating to the same issues, even if E-Sign would not apply to this Agreement but for the contractual choice made herein.
  
- (b) Unless otherwise expressly agreed in writing among the Parties, neither this Agreement nor any portion of any electronic transaction subject to this Agreement will, to the extent allowed by applicable law, be governed by the Uniform Computer Information Transactions Act (UCITA) as enacted in any

<sup>6</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.

jurisdiction and the Parties agree that, instead, the common law of contracts of the State of New York will apply to this Agreement.

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 of Designated Custodian, Seller/Servicer and Freddie Mac submits to the personal jurisdiction of this court.

Section 16. Headings and Severability. The Section headings herein are for convenience only and shall 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.

Section 17. Confidentiality and Notice of Terms of Business. Freddie Mac hereby identifies, and Seller/Servicer and Designated Custodian jointly and severally agree to treat all Terms of Business granted by Freddie Mac to Seller/Servicer under the Purchase Documents as “confidential information” under Sections 1201.8 or 8101.8 of the Guide, and Designated Custodian agrees to be bound by such confidentiality provisions. Seller/Servicer will not be deemed by Freddie Mac to have violated the confidentiality imposed by Sections 1201.8 or 8101.8 by providing copies of, or other information with respect to, any Terms of Business to Designated Custodian.

Section 18. Force Majeure. Notwithstanding any other provision of this Agreement, in no event shall Designated Custodian or Freddie Mac be responsible or liable for any failure or delay in the performance of their respective obligations hereunder arising out of or caused by, directly or indirectly, forces beyond their control, including, without limitation acts of God, acts of governmental authority, acts of a public enemy, or due to any and all wars, riots, fires, floods, civil commotion, insurrections, labor difficulties, severe or adverse weather conditions, nuclear or natural catastrophes, interruption, delay in, or loss (partial or complete) of electrical power or external computer (hardware or software) or communications services, strikes or other labor disturbance by employees or non-affiliates, government, judicial or regulatory organization order, rule or regulation, riot, energy or natural resource difficulty, inability to obtain materials, equipment or transportation and equipment, and system or software failures or similar events beyond the reasonable control of such non-performing party, provided that it is without fault in causing such failure or delay, and such failure or delay could not have been prevented by reasonable precautions and could not reasonably be circumvented by the non-performing party through the use of alternate sources, workaround or business continuity plans or other means (each such event, a "Force Majeure Event"). In such event, the non-performing party will promptly notify the other parties (including describing in reasonable detail the nature of the Force Majeure Event) and will be excused for such non-performance of those obligations affected by such Force Majeure Event for as long as it continues and such party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround or business continuity plans or other means.

Section 19. Assignment.

- (a) This Agreement, and the rights and obligations of Seller/Servicer hereunder, will not be assignable or delegable by Seller/Servicer without the prior written consent of Freddie Mac, which may be granted or withheld in Freddie Mac's sole discretion. Anything herein to the contrary notwithstanding, any entity into which Seller/Servicer may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which Seller/Servicer shall be a party, or any entity succeeding to the mortgage sale and servicing business of Seller/Servicer, shall be the successor of Seller/Servicer, as the case may be, hereunder; provided that such entity must comply, and at all times will comply, with all standards and requirements that are made applicable to it by reason of this Agreement, including (without limitation) Seller/Servicer eligibility standards set forth in the Guide. Notwithstanding the foregoing, the rights and obligations of Freddie Mac and/or Seller/Servicer hereunder will not be assignable or delegable by Freddie Mac and/or Seller/Servicer, as the case may be, unless the proposed assignee has been approved by Designated Custodian as a customer in accordance with its "Know Your Customer" policies and/or procedures.
- (b) The rights and obligations of Designated Custodian hereunder will not be assignable or delegable by Designated Custodian without the prior written consent of Freddie Mac, which may be granted or withheld in Freddie Mac's sole discretion. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns. If requested and agreed to by Designated Custodian, Designated Custodian will provide services pursuant to the terms and conditions of this Agreement to any Freddie Mac affiliate. Anything herein to the contrary notwithstanding, any entity into which Designated Custodian may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which Custodian shall be a party, or any entity succeeding to the custodial business of Designated Custodian, shall be the successor of Designated Custodian hereunder; provided that if such entity into which Designated Custodian has been merged is not a federally regulated depository institution authorized to provide trust services under applicable law or the resulting entity is not "Well Capitalized" as defined by such institution's regulator, then Designated Custodian must receive Freddie Mac's prior written consent to such transaction, or, in the absence of such consent, this Agreement shall be deemed to be terminated by Designated Custodian "With Cause"; and provided further that in all events, such entity must comply, and at all times will comply, with all standards and requirements that are made applicable to it by reason of this Agreement.

**Section 20. 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.**

IN WITNESS WHEREOF, each party hereto has caused this Designated 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), and delivered as of the date first stated above.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.  
(Designated Custodian)

ATTEST: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

FEDERAL HOME LOAN MORTGAGE CORPORATION  
(Freddie Mac)

ATTEST: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
(Seller/Service)

ATTEST: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



## EXHIBIT A Service Levels

Designated Custodian will conduct its certification review of Notes as follows:

- (A) If Designated Custodian receives a Note File and the related data before 12:00 noon local time on any Business Day, and such Note is not associated with a Notice Required Delivery, Designated Custodian shall complete its certification review by the end of that Business Day.
- (B) If Designated Custodian receives a Note File and the related data on or after 12:00 noon local time on any Business Day, and such Note is not associated with a Notice Required Delivery, Designated Custodian will complete its certification review as soon as practicable, but not later than the end of the next Business Day.
- (C) If Designated Custodian receives a Note File and the related data on a day that is not a Business Day, and such Note is not identified as associated with a Notice Required Delivery, Designated Custodian will complete its certification review by the end of the next Business Day.
- (D) Designated Custodian will complete certification review of Notes identified as associated with a Notice Required Delivery as soon as practicable, but not later than the certification due date specified for that delivery so long as Designated Custodian has also received all required Notes and related data no less than two Business Days prior to the related certification due date. It is the responsibility of Seller/Servicer or its delivery agent to inform Designated Custodian on a timely basis of a Notice Required Delivery and the number of Notes to be delivered so as to verify Designated Custodian's capacity to complete the review by the certification due date. Designated Custodian shall incur no liability to any person or entity in the event that Seller/Servicer or its delivery agent does not (1) inform Designated Custodian on a timely basis of (x) a Notice Required Delivery, (y) product types included in such Notice Required Delivery or (z) as to whether any non-uniform instruments are included in said Notice Required Delivery, or (2) closely approximate the number of Notes to be delivered in connection therewith.
- (E) Designated Custodian will release Notes to Seller/Servicer relating to satisfied Mortgages within the earlier of ten (10) days after receipt of the Request for Release or the date that Designated Custodian has been advised by Seller/Servicer is required by applicable law (so long as Seller/Servicer provides such advice with respect to applicable law with reasonable prior notice), without any obligation on the part of the Designated Custodian to make actual inquiry into such requirements of applicable law. Any request for expedited release and delivery of Note Files shall be promptly processed, and associated courier costs billed to Seller/Servicer's preferred courier account at cost.
- (F) Upon receipt of Requests For Release of documents for servicing actions such as foreclosure or a refinancing of the related Mortgage, Designated Custodian will transmit Notes or Note Files by the close of business on the next Business Day. Any such requested release of Note Files shall be promptly processed, and associated courier costs billed to Seller/Servicer's preferred courier account at cost.

For purposes of all time requirements set forth herein, receipt by the Designated Custodian of a Note File and the related data will be deemed to have occurred on the Business Day on which Designated Custodian received all of the contents of the related Note File and the Form 1034 required for Designated Custodian to perform its certification hereunder and under the Guide and the Handbook.

EXHIBIT B

The day on which each of the Holidays listed below is observed by the Federal Government of the United States of America.

New Years Day  
Martin Luther King, Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day