

Designated Custodian Number #4444444
Designated Custodial Agreement # _____¹
Seller/Servicer Number # _____²
Self Affiliated 3rd Party Unaffiliated ³

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

THIS DESIGNATED CUSTODIAL AGREEMENT (the "Agreement" or the "Tri-Party Agreement"), dated as of _____, 20__⁴, is by and among FEDERAL HOME LOAN MORTGAGE CORPORATION ("Freddie Mac"), WELLS FARGO BANK, N.A., as designated custodian ("Designated Custodian"), and _____⁵, a seller and/or servicer ("Seller/Servicer"); Freddie Mac, Designated Custodian and Seller/Servicer; each, a "Party," and collectively, the "Parties".

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 Note Files relating to such Mortgages and (ii) certain data, using Freddie Mac's 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 Note Files on Freddie Mac's behalf (whether received in a Transfer of Custody or otherwise) in accordance with the terms and conditions of this Agreement, including any "trailing" documents that Designated Custodian may receive for redeposit or deposit with the related Note Files and perform other activities as defined herein as "Services"; and

WHEREAS, the Parties desire to set forth the terms and conditions for the deposit, custodianship and release of the original Notes and other Note File contents for Mortgages sold to and serviced for Freddie Mac.

¹ Freddie Mac will complete this.

² Freddie Mac will complete this; if Seller/Servicer has a Seller/Servicer number, it may insert that number. Additional numbers may be added on the supplemental page at the end of the Agreement.

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

⁴ Freddie Mac will insert date when it executes the Agreement.

⁵ 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. All terms used herein and not otherwise defined have the meanings ascribed to them in the Purchase Documents, including the Guide; *provided* that the following terms are defined for purposes of this Agreement:

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

“Bi-Party Agreement” means the separate written agreement (as it may be amended) that sets forth, among other things, the terms and conditions of Wells Fargo Bank, N.A.’s appointment as Designated Custodian for Freddie Mac.

“Business Day” means any day Monday through Friday that is not a holiday listed on Exhibit B hereto.

“Business Hours” means 7:30 a.m. through 5:00 p.m. Central Time on a Business Day.

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

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

“Form 1034” means a Freddie Mac *Custodial Certification Schedule* in any format (hardcopy or Electronic Record), such as Form 1034E (or Cover Sheet for the Selling System) and, depending on the context, Form 1034T, *Subsequent Transfer Document Custodial Certification Schedule*, that identifies Note Files subject to a Transfer of Custody.

“Freddie Mac” is identified in the introductory paragraph of this Agreement and may refer, as the context requires and 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”), to 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 the legal and beneficial owner of each such Mortgage.

“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. The Guide is available at www.allregs.com.

“Handbook” means Freddie Mac’s Document Custody Procedures Handbook, which is incorporated by reference in its entirety. The Handbook is available at www.freddiemac.com/cim and www.allregs.com.

“Indemnitee” means the Party indicated and any of its directors, officers, employees, agents, designees, successors and assigns.

“Large Delivery” means any single transaction or series of related concurrent transactions involving the delivery or transfer to Designated Custodian of more than 100 Note Files.

“New Note File” means, with respect to a Mortgage offered for sale to Freddie Mac, a Note File received by Designated Custodian as to which Designated Custodian will perform the verifications and certifications described in Section 3(a) hereto.

“Note File” means, with respect to each Mortgage, any document that is typically maintained in a document custodian’s note file and as appropriate to its Mortgage Loan type. As the context requires, “Note File” may refer to any document, such as a Note, that is associated with a Note File.

“Service Level(s)” is defined in Section 3(i).

“Services” means the services Designated Custodian provides to or on behalf of Freddie Mac under this Agreement as described in Section 3.

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

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

“Term of Business” means a provision of Seller/Servicer’s Purchase Documents that could affect Designated Custodian’s duties and obligations in performing the Services.

“Transfer of Custody” means with respect to a Note File, for purposes of this Agreement, (i) its physical relocation from Designated Custodian to another document custodian or *vice versa*, and/or (ii) a Transfer of Servicing (which may result from a change in ownership of the related Mortgage, and other than a release to the Servicer for constructive possession) that requires a change to Designated Custodian’s note tracking system.

“With Cause” means, with the right to terminate this Agreement pursuant to Section 6, (a) with respect to a Seller/Servicer, (i) a change in Seller/Servicer’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/Servicer to perform its material obligations hereunder, including its ability to pay Designated Custodian’s fees, or (ii) a material breach of Seller/Servicer’s obligations hereunder (including failure to pay any material amounts due to Designated Custodian hereunder after written demand therefor), and (b) with respect to Designated Custodian, (i) a material breach

of this Agreement, (ii) Freddie Mac's termination of Designated Custodian as its "Designated Custodian" under separate written agreement between Freddie Mac and Designated Custodian, or (iii) the occurrence of a merger by Designated Custodian as described in the first proviso of Section 16(b) herein.

Section 2. Designated Custodian Eligibility and Standard of Care.

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

[DESIGNATED CUSTODIAN: INITIAL⁶ ALL SECTIONS THAT APPLY]

- _____ Section 2202.2(c), if Seller/Servicer and Designated Custodian are divisions of the same entity
- _____ Section 2202.2(d), if Designated Custodian *is not* affiliated with Seller/Servicer
- _____ Section 2202.2(e), if Designated Custodian *is* affiliated with Seller/Servicer
- _____ Section 2202.2(f), if Designated Custodian is, or is affiliated with, a Warehouse Lender.

If Designated Custodian initialed Section 2202.2(c) and/or Section 2202.2(e), it further represents, warrants and covenants that:

- (i) its custodial operations are conducted by a trust department that is established and operated under fiduciary powers granted by its State or federal regulator; and
 - (ii) it will maintain document custodial records, files and operations for the Notes that are independently and separately managed from any functional area that performs 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 persons not engaged in any aspect of mortgage origination, sales or servicing.
- (b) Eligibility Requirements and General Duties. Designated Custodian represents and warrants to, and covenants with, Seller/Servicer and Freddie Mac that Designated Custodian will perform the functions and fulfill the duties of a document custodian in respect of Notes delivered to, and Note Files held for, Freddie Mac, including (without limitation) Chapters 6301, 6302, 6304, 6305, 8107 and portions of Chapters 2202 and 7101, as applicable. 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 the terms of this Agreement, and with the following, as they may be amended in writing by Freddie Mac:

⁶ The person executing this Agreement for Document Custodian must initial in ink.

- (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 as shall be deemed reasonably necessary by Freddie Mac in connection with a change in applicable law or regulation; and
 - (C) such commercially reasonable standards for custodial qualification, performance and duties as Freddie Mac may prescribe in its discretion, including the eligibility requirements of Guide Section 2202.2(a) and (b);
- (iii) notify Freddie Mac and Seller/Servicer in writing immediately if, at any time, Designated Custodian fails to meet any eligibility requirement;
 - (iv) complete the Annual Document Custodian Eligibility Certification Report and submit to Freddie Mac as required by the Bi-Party Agreement;
 - (v) store Note Files in the Vault and provide reports to Freddie Mac from time to time in agreed-upon formats indicating in which locations the Note Files are physically stored and maintained; and
 - (vii) hold the Notes in trust as custodian for the benefit of Freddie Mac, and use its document tracking system to track Note Files, as described herein, in Guide Section 2202.2, and in the Bi-Party Agreement.
- (c) Standard of Care. In providing Services, Designated Custodian will act with reasonable care, using at least that degree of skill and care (i) that it exercises with respect to similar notes and documents owned or serviced for others by it and (ii) as is customary in the industry.

Section 3. Designated Custodian Functions and Duties. Wells Fargo Bank, N.A. will perform the Services as Designated Custodian hereunder through its Document Custody division.

(a) Delivery, Verification and Certification of New Note Files.

- (i) Upon receiving a New Note File, Designated Custodian will review and examine it and conduct the verification as set forth in Guide Sections 6304.3(b) and (c). In fulfilling that function, Designated Custodian will refer as necessary to Guide Chapter 6301 and to Chapter 3 of the Handbook, and will:
 - (A) Verify receipt of all items that Seller/Servicer is required to deliver pursuant to Guide Section 8107.1;
 - (B) Review the Note to verify that the information in the Selling System or the Form 1034 reflects the terms of the Note and the data for the related Mortgage; and

- (C) Determine that the Note is original, is a Uniform Instrument, and is endorsed as required in Guide Section 6301.3.
- (ii) Designated Custodian will certify Mortgages delivered to Freddie Mac using the Selling System, with the following online certification options: single loan certification, batch certification and importation of Mortgage loan data from Designated Custodian into the Selling System. The option used will comply with the instructions in the Selling System and applicable provisions of the Guide (including Chapter 6304), the Handbook and the User Guide.
- (iii) The Parties will work together in good faith to develop procedures to manage issues that arise under bailee letters with respect to the Notes and to facilitate the purchase of Mortgages delivered to Freddie Mac under its Servicing Released Sales Process and any other Freddie Mac programs, pilot programs or initiatives that might impact the Services described herein.
- (b) Transfers of Servicing and Transfers of Custody. Servicers may transfer custody of Note Files only, or Freddie Mac or Servicers may transfer Servicing of Mortgages, which Transfer of Servicing results in a transfer of custody of the related Note Files (each, a "Transfer of Custody"). Such transfers must be conducted pursuant to Guide Sections 2202.6 and 7101.9 and other relevant sections of the Guide and Chapter 5 of the Handbook.
- (i) Designated Custodian as transferor Document Custodian. For a Transfer of Custody of Note Files *from* a Vault, Designated Custodian must verify that Freddie Mac has approved the transfer and then cooperate with the Transferor Servicer and the transferee Document Custodian to (A) effect an orderly transfer of Note Files, and (B) resolve issues as to missing or incomplete Note Files to enable the Transferor Servicer and the transferee Document Custodian to finalize a Form 1034T, provided by the Transferor Servicer, for those Note Files as set forth in the Guide and Chapter 5 of the Handbook. Designated Custodian will not be released or discharged from its duties and obligations under this Agreement with respect to transferred Note Files until Transferor Servicer and the transferee Document Custodian have certified or accounted for all the transferred Note Files and Note File contents that had been in Designated Custodian's physical possession prior to the transfer. If Designated Custodian receives notice of a missing document and, after a thorough, commercially reasonable search, it is not possible to recover such document, (X) Designated Custodian will notify Freddie Mac regarding the status of the document, and (Y) Freddie Mac will require the Transferor Servicer to complete a lost note (or other document) affidavit with a copy of the missing document. Freddie Mac will release Designated Custodian from its duties and obligations under this Agreement with respect to a missing document 10 Business Days after receiving the notice required by clause (X) above.
- (ii) Designated Custodian as transferee Document Custodian: Upon receiving Note Files *from* the transferor, Designated Custodian will:

- (A) notify the transferor document custodian and any transferor or transferee Servicer within 35 days of the Effective Date of Transfer (as defined in the Guide) that it has received (but not verified or certified) boxes or envelopes that appear (through cursory inspection) to contain the transferred Note Files;
 - (B) perform the required verifications and submit an executed Form 1034T as set forth in the Guide. In certain instances, in lieu of receiving a Form 1034T from the Transferor Servicer, Freddie Mac will provide information to Designated Custodian to use to review the Note Files: in such instances, Designated Custodian will create an exception list such as is normally provided to the Transferor Servicer and will work with Freddie Mac to resolve any issues relating to recertification; and
 - (C) review deliveries of 100 or more Note Files in a Transfers of Custody initiated by Freddie Mac as the Parties agree in writing.
- (c) Liability for Note File Contents. Designated Custodian shall not be liable for the condition or contents of any Note File prior to taking physical possession of such Note File or for the condition or contents of any Note File that Designated Custodian has not reviewed or certified unless the event directly giving rise to such condition or missing contents occurred (i) on or after Designated Custodian took physical possession of such Note File and (ii) because of Designated Custodian's negligence, lack of good faith or willful misconduct, as determined by a court of competent jurisdiction or as otherwise agreed by the Parties.
- (d) Delivery of Physical or Constructive Possession of Note Files. Designated Custodian maintains physical possession of all Note Files in trust for the sole benefit of Freddie Mac except as provided in Guide Sections 2202.4, 6304.3 and 8107.2. Designated Custodian will deliver physical possession of a Note File only to:
- (i) Freddie Mac; or
 - (ii) the Servicer or the Servicing Agent of the related Mortgage or a party other than Servicer only upon explicit direction from Freddie Mac's primary contact person for custodial services matters as described in Guide Section 8107.2(c) or in this Tri-Party Agreement: such direction may be in the form of notice from Freddie Mac to Designated Custodian or, if agreed upon by Freddie Mac and Designated Custodian, an electronic and/or email transmission.
- (e) Duties to Freddie Mac; Relationship of the Parties.
- (i) 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 Files relating to that Mortgage.

- (ii) 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 received by Seller/Servicer. Seller/Servicer shall provide written authorization for Designated Custodian to interact and communicate with such independent delivery agent the same as it would with Seller/Servicer and any such representations of the independent delivery agent shall be deemed a representation from Seller/Servicer.
- (iii) 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 unless and until Designated Custodian shall have received written instructions from Freddie Mac or Seller/Servicer with respect thereto without incurring any liability therefor to Freddie Mac, Seller/Servicer or any other person.
- (iv) 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, and absent actual knowledge (with no duty of inquiry), shall not be deemed to have knowledge of any event, act or circumstance that would require Designated Custodian to act or refrain from acting under this Agreement. 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 (including without limitation lost profits) 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.
- (v) 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.
- (vi) No provision of this Agreement shall require Designated Custodian to expend or risk its own funds or incur any financial liability except to perform its duties and obligations as provided by this Agreement.

- (vii) Designated Custodian shall not be liable for the acts or omissions of Freddie Mac or Seller/Servicer.
 - (viii) Designated Custodian shall not be responsible for the misconduct or negligence of its agents or attorneys appointed with due care.
 - (ix) Designated Custodian shall not be responsible to verify (i) the validity, legality, ownership, title, enforceability, recordability, priority, perfection, sufficiency, due authorization or genuineness of any document in the Note Files or of Notes or (ii) the collectability, insurability, effectiveness, including the authority or capacity of any person to execute or issue any document in the Note Files, or suitability of any Note unless specified otherwise in this Agreement.
 - (x) Designated Custodian shall not be obligated to pursue any action that is not in accordance with applicable law.
 - (xi) No permissive right of Designated Custodian shall be considered as a duty or obligation.
- (f) Interim Servicing. For Mortgages or portfolios of Mortgages identified by Freddie Mac as serviced by Seller/Servicer under contract as Interim Servicer, Designated Custodian and Seller/Servicer will comply with the terms of this Agreement, *provided that*, Designated Custodian will bill Freddie Mac for the Services hereunder as set forth in Section 7(b).
- (g) Supplemental deliveries. If Seller/Servicer supplements a delivery with additional documents, such as original modifying instruments, with respect to a Mortgage, Designated Custodian must place the supplemental documentation in the related Note File.
- (h) Service Levels. Designated Custodian and Seller/Servicer will enter into a separate written agreement to establish service level timeframes for the following activities: certification and verification of New Note Files, Note Files received in Transfers of Custody, requests for release and any other Services provided hereunder, including timeframes to process Large Deliveries ("Service Levels"); *provided that*, absent such written agreement, Designated Custodian will perform according to the Service Levels set forth in Exhibit A hereto.

Section 4. Seller/Servicer Responsibilities. Seller/Servicer is responsible for the following, and hereby represents and warrants to, and covenants with, Freddie Mac that it will:

- (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 promptly 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, including Terms of Business, that Designated Custodian may from time to time reasonably request in writing. Designated Custodian will retain information regarding a Term of Business upon its receipt, but shall have no responsibility to consider such information unless it is received by Designated Custodian from Seller/Servicer or Freddie Mac. Designated Custodian shall incur no liability regarding any Term of Business of which it was not informed;
- (e) notify Designated Custodian promptly 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;
- (f) promptly deliver any Intervening Assignments of Mortgage, including those for Mortgages registered to MERS that experience a change in status, to Designated Custodian as described in Section 3302.2(a);
- (g) be bound by the provisions of Guide Chapter 1401 as to electronic transactions with Freddie Mac in connection with their respective duties and obligations under this Agreement; and
- (h) promptly complete or reverify information for Designated Custodian's "Customer Identification Program" requirements or procedures.

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 or intends to effectuate a Transfer of Custody other than pursuant to the Guide, Freddie Mac will immediately provide notice to Designated Custodian regarding updates to its note tracking system and other requested actions. Seller/Servicer may initiate a Transfer of Servicing or Transfer of Custody only with Freddie Mac's prior approval and in accordance with the requirements, including the notice provisions, of the Guide.

Section 6. Termination.

- (a) Termination by Freddie Mac. At its sole discretion, Freddie Mac may, upon 30 days 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 Document 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 upon 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 Vault.

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 shall, in accordance with the Guide, designate a new Document Custodian for Mortgages serviced for Freddie Mac. Designated Custodian shall transfer the Notes for those Mortgages to the new Document Custodian within 30 days after receiving notice of Freddie Mac's approval. If Seller/Servicer or Freddie Mac fails to provide Designated Custodian with specific instructions to transfer the Note Files within 30 days of receiving Designated Custodian's notice of termination, Designated Custodian may, at Freddie Mac's expense, petition any court of competent jurisdiction to name a successor document custodian. Any Transfer of Custody in connection with such termination shall occur in accordance with the provisions of Section 3(b).

- (c) Termination by Designated Custodian. Designated Custodian may terminate this Agreement With Cause upon 30 days prior notice to Seller/Servicer and to Freddie Mac. In such event, Seller/Servicer must arrange for a Transfer of Custody of 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. If Designated Custodian terminates this Agreement, Designated Custodian shall await specific written instructions from Freddie Mac prior to any Transfer of Custody other than pursuant to a specific written request of Freddie Mac or Seller/Servicer. If Freddie Mac fails to provide Designated Custodian with specific instructions to transfer the Note Files within 30 days of receiving Designated Custodian's notice of termination, Designated Custodian may, at Freddie Mac's expense, petition any court of competent jurisdiction to name a successor document 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. If required by the Bi-Party Agreement, Designated Custodian will notify Freddie Mac prior to terminating this Agreement.
- (d) Cooperation. Upon termination of this Agreement and Transfer of Custody of the Note Files, Designated Custodian shall cooperate with Seller/Servicer, Freddie Mac and/or the transferee Document Custodian as set forth Section 3(b).

Section 7. Charges for Services.

- (a) Except as set forth in Section 7(b) below, pursuant to Guide Section 2202.1, Designated Custodian's compensation, 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 for 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 any Note File 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 an Interim Servicer, Freddie Mac (not Seller/Servicer) will compensate Designated Custodian as set forth in the Bi-Party Agreement.

- (c) Seller/Servicer will be responsible for the costs and expenses of shipping released documents, and must provide account information to Designated Custodian to enable direct billing of that Seller/Servicer by its preferred courier. Designated Custodian may delay releasing Notes or Note Files if Seller/Servicer fails promptly to provide such account information.
- (d) Designated Custodian shall not fail to perform the Services or any Freddie Mac requirement because Designated Custodian has not been compensated by Seller/Servicer, *provided* that Designated Custodian may terminate this Agreement With Cause for non-payment of custodial fees by Seller/Servicer.

Section 8. 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 8 and Freddie Mac’s costs in preparing such financing statements and/or searching UCC records to confirm that no other person claims an interest in the Notes.

Section 9. Indemnification. The indemnification set forth herein shall survive the assignment or termination of this Agreement, and the resignation or removal of Designated Custodian.

- (a) Designated Custodian and Freddie Mac each indemnify the other (and their respective indemnitees) as set forth in Section 14 of the Bi-Party Agreement, which section is incorporated herein by reference.
- (b) None of Designated Custodian or any parent, affiliate, subsidiary, director, officer, agent and employee of Designated Custodian shall have any liability arising from or related to this Agreement or any related document or agreement, except for any such liability directly resulting from the negligence, bad faith, or willful misconduct of Designated Custodian constituting or resulting in a material breach of Designated Custodian’s obligations hereunder (as determined by a court of competent jurisdiction or as otherwise agreed to by the Parties).
- (c) Seller/Servicer indemnifies Freddie Mac as set forth in Guide Section 2202.5(a).
- (d) Seller/Servicer agrees to indemnify and hold harmless Designated Custodian and any parent, affiliate, subsidiary, director, officer, employee and agent of Designated Custodian against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever, including without limitation attorneys’ fees and expenses

(including any attorneys' fees, expenses, and court costs and any losses incurred in connection with a successful defense, in whole or in part, of any claim that Designated Custodian breached its standard of care), that may be imposed on, incurred by, or asserted against it or them in connection with:

- (i) investigating, preparing for, defending itself or themselves against, or prosecuting for itself or themselves, any legal proceeding, whether pending or threatened, that is related directly or indirectly in any way to the Mortgages, the Notes or this Agreement,
- (ii) pursuing enforcement (including any action, claim, or suit brought by Designated Custodian for such purpose) of any indemnification or other obligation of the Seller/Servicer (including without limitation any legal fees, costs and expenses incurred by Designated Custodian in connection therewith), and
- (iii) the performance of any or all of its or their duties and responsibilities and the exercise or lack of exercise of any or all of its or their powers, rights or privileges hereunder, including without limitation complying with any new or updated laws or regulations directly related to the performance by Designated Custodian of its obligations under this Agreement,

unless such claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements were imposed on, incurred by or asserted against Designated Custodian directly as a result of negligence, bad faith, or willful misconduct on the part of Designated Custodian constituting or resulting in a material breach by Designated Custodian of its obligations hereunder, as determined by a court of competent jurisdiction or as otherwise agreed to by the Parties.

Section 10. Representations, Warranties and Covenants re: execution.

(a) Designated Custodian. 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. 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 (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 11. 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, are governed by the terms of the Bi-Party Agreement.

- (b) 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, 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.
- (c) If any Freddie Mac form is revised or superseded after the Effective Date, references to such forms in this Agreement will be deemed to refer to such forms as revised or, if superseded, to such other forms as Freddie Mac may indicate in writing.
- (d) Except to the extent described in Section 11(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.
- (e) 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 any 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 12. Notices. All demands, notices, instructions and other communications hereunder shall be in writing (unless specifically authorized to be delivered by another means) and deemed to have been properly given (i) upon delivery, if delivered personally or by a nationally recognized delivery service, or (ii) five Business Days after mailing, if mailed by certified mail, postage prepaid, return receipt requested. All notices must be delivered to the Parties at the following addresses (or, upon notice hereunder, to such other address as a Party may indicate).

If to Freddie Mac: Freddie Mac Counterparty Credit Risk Management
1551 Park Run Drive, McLean, VA 22102
Attn: VP Counterparty Credit Risk Management
Phone: (571) 382-4114
Email: institutional_eligibility@freddiemac.com

with a copy to: Freddie Mac Document Custodial Operations
1551 Park Run Drive, McLean, VA 22102
Attn: SF Operational Services
Phone: (571) 382- 5770

and Freddie Mac Legal Division
8200 Jones Branch Drive, McLean, VA 22102
Attn: VP & Deputy General Counsel, SF Real Estate Law
Phone; (703) 903-2730
Email: jeffrey_marston@freddiemac.com

Notices to Freddie Mac relating to default or confidential information must also be sent to the Managing Associate General Counsel, General Corporate Unit, Legal Division, 8200 Jones Branch Drive, McLean, VA 22102; phone 703-903-2600.

If to Designated Custodian: Wells Fargo Bank, N.A.
1015 Tenth Avenue SE, Minneapolis, MN 55414
Attn: Amy Toske, Relationship Manager
Phone: (612) 667-9597
Email: amy.toske@wellsfargo.com

and

If to Seller/Service⁷: _____

e-mail address: _____
tel. # () _____ - _____
fax # () _____ - _____

Telephone numbers are provided for convenience only and not for giving notices.

Section 13. Governing Law; Venue; Jurisdiction.

- (a) 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, 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 by the Parties in connection with or pursuant to this Agreement will, to the extent allowed by applicable law, be governed by the E-SIGN even if E-SIGN would not apply to this Agreement but for the contractual choice made herein. 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 jurisdiction and the Parties agree that, instead, the common law of contracts of the State of New York will apply.
- (b) Venue; Jurisdiction. All claims, actions and proceedings relating to this Agreement will be brought exclusively in the United States District Court for the Southern District of New York; each Party waives any objection that it may now or hereafter have to the venue of that court and agrees not to plead or claim the same. Each of Freddie Mac, Designated Custodian and Seller/Service⁷ irrevocably and unconditionally submits to the personal jurisdiction of this court.

⁷ Insert the name, title, mailing address, e-mail address, telephone and fax numbers of the person(s) to whom notices should be sent.

Section 14. 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 15. 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 as “confidential information” under Guide Sections 1201.8 or 8101.8, and Designated Custodian agrees to be bound by those confidentiality provisions. Seller/Servicer will not be deemed by Freddie Mac to have violated the confidentiality imposed the Guide by providing copies of, or other information with respect to, its Terms of Business to Designated Custodian.

Section 16. Assignment. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

- (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, provided that 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 when acknowledged as such by Freddie Mac. In such instance, the successor 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 unless the proposed assignee has been approved by Designated Custodian as a customer in accordance with its “Customer Identification Program” 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, provided, that Designated Custodian may request that Freddie Mac approve one or more third-party vendors, subcontractors or agents to perform certain of its duties and functions as set forth in the Designated Custodian Agreement. 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 17. Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 18. USA PATRIOT ACT. The Parties acknowledge that, in accordance with the Customer Identification Program requirements under the USA PATRIOT Improvement and Reauthorization Act of 2005, as amended, and its implementing regulations, Designated Custodian, to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with Designated Custodian. Freddie Mac and Seller/Service Provider shall provide Designated Custodian with such information as Designated Custodian may request that will enable it to identify and verify that Party's identity, including without limitation its name, physical address, tax identification number, organizational documents, certificate of good standing, license to do business, or other similar pertinent identifying information.

Section 19. 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 nonaffiliates, 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 Party (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 (a) it continues and (b) 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.

IN WITNESS WHEREOF, each Party 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.

WELLS FARGO BANK, N.A. (Designated Custodian)

ATTEST: _____ By: _____
Signature Signature

Name Name

Title Title

FEDERAL HOME LOAN MORTGAGE CORPORATION: (Freddie Mac)

ATTEST: _____ By: _____
Signature Signature

Name Name

Title Title

_____ (Seller/Service)

ATTEST: _____ By: _____
Signature Signature

Name Name

Title Title

EXHIBIT A
Service Levels

Designated Custodian will conduct its certification review of Note Files as follows:

- (A) If Designated Custodian receives a Note File and the related data that is *not* associated with a Large Delivery:
 - (i) before noon local time on any Business Day, Designated Custodian shall complete its certification review by the end of that Business Day;
 - (ii) on or after noon local time on any Business Day, Designated Custodian will complete its certification review as soon as practicable, but not later than the end of the next Business Day; and
 - (iii) on a day that is not a Business Day, Designated Custodian will complete its certification review by the end of the next Business Day.
- (B) Designated Custodian will complete certification review of Notes identified as associated with a Large Delivery as soon as practicable, but not later than the certification due date specified for that delivery if Designated Custodian received all required Notes and related data no less than two Business Days prior to the certification due date. It is the responsibility of Seller/Servicer (or its delivery agent) to inform Designated Custodian on a timely basis of a Large Delivery and the number of Note Files to be delivered and to verify Designated Custodian's ability to complete its review by the certification due date. Designated Custodian shall incur no liability to any person or entity if Seller/Servicer (or its delivery agent) does not (i) inform Designated Custodian on a timely basis of (x) a Large Delivery, (y) the mortgage product types included in such Large Delivery, or (z) as to whether any non-uniform instruments are included in said Notice Required Delivery, and (ii) closely approximate the number of Note Files to be delivered.
- (C) Designated Custodian will release Notes to Seller/Servicer relating to satisfied Mortgages within the earlier of 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. Requests for expedited release and delivery of Note Files shall be promptly processed.
- (D) Upon receipt of a Form 1036 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. Each requested release of Note Files shall be promptly processed.

For purposes of all time requirements set forth herein, receipt of a Note File will be deemed to have occurred on the Business Day on which Designated Custodian received the Form 1034, the Note and all related documents 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