

Custodian Number _____ 1
Custodial Agreement Number _____ 1
Seller/Servicer Number _____ 1

CUSTODIAL AGREEMENT

WHOLE AND PARTICIPATION MORTGAGES

SELF CUSTODIAN

THIS AGREEMENT, made effective as of the _____ day of _____, 20____,² by and among the Federal Home Loan Mortgage Corporation ("Freddie Mac") and _____,³ both in its capacity as custodian (the "Custodian") and as seller and/or servicer (the "Seller/Servicer");

W I T N E S S E T H :

WHEREAS, Freddie Mac and the Seller/Servicer are parties, from time to time, to Purchase Documents, as defined in the Freddie Mac Single-Family Seller/Servicer Guide ("Guide"), pursuant to which the Seller/Servicer sells and/or agrees to sell to Freddie Mac, or services and/or agrees to service for Freddie Mac, whole home or second mortgages or a percentage of undivided interest in such mortgages (each whole loan or mortgage in which a percentage undivided interest has been purchased is referred to herein as a "Mortgage");

WHEREAS, pursuant to the Purchase Documents now or hereafter entered into between Freddie Mac and the Seller/Servicer, the Seller/Servicer agrees that on or before the Freddie Mac Delivery Date specified in the Purchase Documents, the Seller/Servicer will deliver or cause to be delivered to the Custodian (i) a duly completed and executed Custodial Certification Schedule (as defined in the Guide and hereinbelow), listing and describing all Mortgages sold and/or serviced pursuant to the Purchase Contract, (ii) the Notes (as defined in the Guide and hereinbelow), relating to the Mortgages, endorsed in blank in the form set forth in the Guide and hereinbelow, and (iii) the Assignments (as defined in the Guide and hereinbelow), relating to the Mortgages;

1 If approved, this blank will be completed by Freddie Mac when this Agreement is executed by Freddie Mac. If the custodian has already been assigned a Custodian Number by Freddie Mac, Custodian must insert its preassigned number when it executes this Agreement.

2 If approved, this blank will be completed by Freddie Mac when this Agreement is executed by Freddie Mac.

3 Type the complete legal name of the Custodian and the Seller/Servicer, and its Seller/Servicer number.

+WHEREAS, the Custodian will act on behalf of Freddie Mac for the purposes of accepting delivery of the Notes and Assignments in accordance with the terms and conditions of this Agreement;

WHEREAS, the Custodian is a department of Seller/Servicer that is established and operated under trust powers granted by the Seller/Servicer's primary regulator and is duly authorized to act as a fiduciary with respect to Notes and Assignments;

WHEREAS, the Seller/Servicer is an institution eligible to be a document custodian pursuant to the Document Custodian Eligibility Requirements contained in the Guide;

WHEREAS, Freddie Mac, the Seller/Servicer and the Custodian desire to set forth the terms and conditions for the deposit and custodianship of the original Notes and Assignments for Mortgages sold to Freddie Mac and serviced for Freddie Mac;

WHEREAS, if any Freddie Mac forms are revised or superseded subsequent to the date of this Agreement, references to such forms in this Agreement shall be deemed to refer to such forms as revised or, if superseded, to such other forms as Freddie Mac may require.

NOW, THEREFORE, in consideration of the premises, the covenants herein set forth, and other good and valuable consideration, receipt of which is hereby acknowledged, Freddie Mac, the Custodian and the Seller/Servicer agree as follows:

Section 1: Definitions.

"Assignments" shall mean all intervening assignments and the instrument necessary to assign the security instrument to Freddie Mac.

"Custodial Certification Schedule" shall mean a Freddie Mac mortgage submission schedule (Form 1034) which describes the Notes and Assignments delivered to the Custodian.

"Custodian" shall mean the trust department of the Seller/Servicer established and operated under trust powers granted by the Seller/Servicer's primary regulator.

"Notes" for purposes of deliveries to Custodian and this Agreement shall mean the original notes and any other instruments evidencing the indebtedness secured by the security instruments, along with the originals of any riders, powers of attorney, or other modifying instruments to the original notes (for example, modification, conversion, assumption of indebtedness or release of liability agreements).

"Request for Release of Documents" shall mean a Freddie Mac Form 1036 which serves as the document authorizing a Seller/Servicer to obtain documents from the Custodian.

Section 2. Custodian Eligibility, Functions and Duties.

(a) Eligibility requirements and general duties. The Custodian is responsible for performing the following functions and fulfilling the following duties, and hereby represents, warrants and covenants with Freddie Mac as follows:

- (1) Custodian shall segregate and maintain custody and control of the Notes and Assignments on behalf of Freddie Mac.
- (2) Custodian is equipped with and shall hold the Notes and Assignments in secure, fire-resistive storage facilities with adequate controls on access to ensure the safety and security of the Notes and Assignments in its custody. The facilities must meet the fire-resistive requirements set by the Custodian's regulator. If no requirements are set by the regulator, a minimum of two hours fire protection is recommended.
- (3) Custodian shall change the Freddie Mac loan number on a Note if it is advised in writing by the Seller/Servicer that Freddie Mac has changed the Freddie Mac loan number for the applicable Mortgage.
- (4) Custodian shall make available for review by Freddie Mac (or its designee), at any time during normal business hours, with or without prior notice: the Notes and Assignments and related storage facilities; maintenance and release procedures, and control and tracking and reporting mechanisms; and other evidence, as requested, of compliance with Freddie Mac's document custodian eligibility requirements and with the requirements, terms, standards, and responsibilities referred to in subparagraph (7) hereinbelow.
- (5) Custodian shall make the custodial staff available for interview by Freddie Mac or its designee, at any time during normal business hours, with or without prior notice, for an assessment of the staff's familiarity with and adherence to Freddie Mac's custodial requirements and the Custodian's internal controls.
- (6) Custodian meets and shall maintain all applicable document custodian eligibility requirements of the Guide.
- (7) Custodian complies with and shall comply with:

all Guide requirements pertaining to Notes and Assignments held for Freddie Mac and other requirements for Notes and Assignments, as amended from time-to-time. If the requirements are amended in the Guide, then this Agreement will be deemed amended to the extent necessary to conform with such amended Guide requirements;

all terms of this Agreement;

any other requirements that Freddie Mac may choose to specify in order to ensure the safety and security or enforceability of the Notes and Assignments held by the Custodian;

such standards, including custodial performance, and such fiduciary responsibilities as may be prescribed by Freddie Mac, in its discretion, from time-to-time.

- (8) Custodian shall notify Freddie Mac if, at any time, the Custodian fails to meet any applicable eligibility requirement.
- (9) Custodian is a trust department of, and Seller/Servicer is, one of the following types of institutions:
- a financial institution that is supervised and regulated by the Federal Deposit Insurance Corporation (FDIC), the Board of Governors of the Federal Reserve System, the Office of the Comptroller of Currency (OCC), the Office of Thrift Supervision (OTS) or the National Credit Union Administration (NCUA); or
 - a Federal Home Loan Bank chartered pursuant to the Federal Home Loan Bank Act.
- (10) The institution of which Custodian is a part (Seller/Servicer) is not and shall not be in receivership, conservatorship or liquidation. Any federally-regulated parent of the institution of which Custodian is a part is not and shall not be in receivership, conservatorship or liquidation.
- (11) The institution of which Custodian is a part (Seller/Servicer) has an Acceptable Net Worth (as defined in the Glossary of the Guide) at least equal to the minimum required for Custodians in Section 18.2(b)3 of the Guide.
- (12) The Custodian uses in its custodial function employees who are knowledgeable in the handling of Notes and Assignments, and of the functions and duties of a custodian as required by Freddie Mac.
- (13) The Custodian shall subscribe to the Guide.
- (14) The Custodian has and shall maintain, at its sole cost and expense, insurance coverage under a financial institution bond or equivalent policy that provides at least fidelity and lost instrument coverages, and errors and omissions insurance coverage for the custody of documents.

Custodian must meet all terms and conditions of the full insurance requirement contained in the document custodian eligibility requirements of the Guide. The Custodian shall maintain insurance to cover, at a minimum, the areas of risk described in the document custodian eligibility requirements of the Guide. In the event that Custodian is covered under its parent's insurance program rather than maintaining its own insurance, the parent's insurance policy(ies) must meet Freddie Mac's document custodian insurance requirements as stated in the document custodian eligibility requirements of the Guide. Custodian hereby further represents, warrants and covenants with Freddie Mac that the required insurance coverages have been underwritten, maintained, and have deductibles and notice of cancellation or non-renewal provisions in accordance with the document custodian eligibility requirements of the Guide.

Freddie Mac's insurance requirements as stated in the Guide do not diminish, restrict or otherwise limit the Custodian's responsibilities and obligations as stated herein.

(15) The Custodian has and shall maintain a document tracking and reporting system that, at minimum, allows the Custodian:

to monitor the receipt of Notes and Assignments, including related documentation (for example, modifying instruments or powers of attorney);

to track the physical location of documents held; and

to accurately account for documents transferred or released.

(16) The Custodian has and shall maintain a disaster recovery plan that documents, at a minimum:

the process by which the physical recovery/restoration of documents will occur,

the recovery of tracking system data, including any electronically maintained information,

the relocation/restoration of the facilities to ensure continuing ability to perform required custodial functions, and

provisions for the testing and maintenance of the plan.

(17) The Custodian has developed and implemented written procedures that ensure compliance with Freddie Mac requirements and prudent practices in performing the duties of a custodian including, at minimum:

certification of documents,

maintenance of documents,

document release and transfer,

access to documents, and

tracking and reporting.

(b) Additional eligibility requirements for a seller/servicer acting as its own custodian (a "Self Custodian"). Custodian hereby represents, warrants and covenants with Freddie Mac that the Notes and Assignments for Mortgages serviced for Freddie Mac in Custodian's custody are entrusted to a department that:

is established and operated under trust powers granted by the Seller/Servicer's primary regulator;

has custodial officers who are duly authorized to act on behalf of the Custodian in its trust capacity and empowered to enter into a custodial agreement with Freddie Mac;

is subject to periodic review, examination and inspection by the regulator granting trust powers;

is independently and separately managed from any functional area that performs mortgage origination, selling or servicing;

maintains separate records, files and operations; and

uses personnel not engaged in the functions of mortgage origination, selling or servicing to perform the custodial function.

(c) Additional eligibility requirements for Custodian if Seller/Servicer is also a warehouse lender. Freddie Mac recognizes that there may be instances where, for operational efficiency, the document custodial function shares personnel with the institution's warehouse lending function. Custodian hereby represents, warrants and covenants with Freddie Mac that, in any event, the document custodial function has the following.

- (1) A separate tracking and reporting system that provides a clear distinction between Freddie Mac's assets and the collateral held for the warehouse lender.
- (2) Separate record keeping from other functional areas including warehouse lending.
- (3) Operating controls that provide a clear distinction between:

activities that an employee performs for the benefit of the warehouse lender and activities performed for Freddie Mac; and

management decisions that apply to collateral held as security for the warehouse line and those that apply to Notes and Assignments that are held in trust for the sole benefit of Freddie Mac.

(d) Verifications. The Custodian shall review and examine the Notes and Assignments identified on the Custodial Certification Schedule promptly upon receipt of all such documents. Such review shall consist of:

- (1) A comparison of the terms of the Notes with the information contained in the Custodial Certification Schedule to determine that the Notes conform with the Custodial Certification Schedule with respect to the following information: (A) Freddie Mac loan number, (B) borrower's last name, (C) property address, and (D) date of Note.
- (2) A determination that each of the Notes is original and has one of the following endorsements in blank:

PAY TO THE ORDER OF _____ (blank) _____ WITHOUT RECOURSE

This _____ day of _____, 20 _____

(Name of lender-endorser)

(Signature of authorized officer)

(Typed name and title of signatory)

OR

PAY TO THE ORDER OF _____ (blank) _____

This _____ day of _____, 20 _____

(Name of lender-endorser)

(Signature of authorized officer)

(Typed name and title of signatory)

If the Seller/Servicer delivering the Notes is not the original payee on a Note, the Custodian shall verify that the chain of endorsements is proper and complete from the original payee on the Note to the Seller/Servicer.

- (3) A determination that the assignment of the security instrument from the Seller/Servicer to Freddie Mac is duly completed and executed and in form suitable for recording but not recorded, and that all intervening assignments have been duly completed, executed and recorded. Upon a transfer of servicing or a transfer of custody, if the original assignments to Freddie Mac were recorded, then Custodian's review, as transferee, shall include a determination that the assignments of the security instruments from the original seller/servicer to Freddie Mac are duly completed and executed and recorded, and that all intervening assignments have been duly completed, executed and recorded. These requirements may be satisfied as follows:

- (A) Recorded intervening assignments. The Assignments must indicate that the chain of assignments is complete and that all assignments have been recorded from the original

mortgagee on the security instrument to the Seller/Servicer. Upon a transfer of servicing or a transfer of custody, if the original assignments to Freddie Mac were recorded, the Assignments must indicate that the chain of assignments is complete and that all assignments have been recorded from the original mortgagee on the security instrument to Freddie Mac.

If a recorder's office has not returned the recorded assignment by the time the Seller/Servicer delivers required documentation to the Custodian, the Seller/Servicer may deliver to the Custodian a certified copy of the assignment sent for recordation. The original recorded assignment must then be promptly delivered to the Custodian after the Seller/Servicer receives the recorded assignment from the recorder's office. If a jurisdiction does not accept assignments of the security instrument for recordation, the Seller/ Servicer must so indicate in an affidavit delivered to the Custodian with the unrecorded intervening assignment.

- (B) Recordable, but unrecorded assignments to Freddie Mac. The Seller/Servicer must deliver to the Custodian a duly prepared and executed assignment of the security instrument from the Seller/Servicer to Freddie Mac in recordable form but not recorded. This provision shall not preclude the Seller/Servicer from electing to record the assignment. If any information needed for recordation is not available at the time of delivery, the Seller/Servicer may submit the original unrecorded assignment, completed as thoroughly as possible. By submitting an incomplete unrecorded assignment, the Seller/Servicer agrees that Freddie Mac or its designee may insert any information needed to make the assignment recordable.

Upon a transfer of servicing, if the original assignments to Freddie Mac were recorded, the Seller/Servicer, as transferee, shall not be required to deliver to the Custodian, as transferee, recordable, but unrecorded assignments as described above.

Blanket assignments. Blanket assignments to Freddie Mac of security instruments secured by mortgaged premises in the same jurisdiction are acceptable if such blanket assignments are permitted by applicable law.

- (C) Recordation of assignments to Freddie Mac. Freddie Mac reserves the right, in its sole discretion, to require that any or all of the recordable assignments identified in paragraph (B) above, be recorded at any time by the Seller/Servicer at the Seller/Servicer's cost. In such event, the Custodian shall cooperate with the Seller/Servicer in providing the original recordable assignments to the Seller/Servicer (or such other party selected by Freddie Mac) for recordation, and must thereafter certify, in such manner and form as Freddie Mac may require, that the assignments to Freddie Mac have been recorded.

Upon a transfer of servicing or transfer of custody, if the original assignments to Freddie Mac were recorded, the Custodian, as transferee, must certify that the assignments to Freddie Mac have been recorded.

- (e) Certification. In the event that:

- (1) any of the original Notes are not delivered by the Seller/Servicer,
- (2) any Note delivered to the Custodian is not endorsed in proper form,
- (3) any information on the Custodial Certification Schedule does not conform with the Notes as set forth above,
- (4) the Assignments are not in proper form, or
- (5) the Custodian is unable to make any of the determinations contemplated by subparagraphs (d)(1), (2), or (3) above,

then, the Custodian shall promptly give the Seller/Servicer written notice of any such deficiency. If any such deficiency is not corrected or satisfactorily justified by the Seller/Servicer, the Custodian shall not execute the Custodial Certification Schedule.

In the event there are no such deficiencies and/or all deficiencies have been corrected or justified to the satisfaction of the Custodian, then the Custodian shall execute the Custodial Certification Schedule and shall return the original to the Seller/Servicer. The Custodian shall retain and maintain a copy of the Custodial Certification Schedule. The Seller/Servicer shall submit the original, fully executed Custodial Certification Schedule to Freddie Mac.

The Custodian recognizes that Freddie Mac will rely on the review of the Notes and Assignments performed by the Custodian on Freddie Mac's behalf.

- (f) Responsibility as a transferee Custodian. Upon a transfer of servicing or a transfer of custody, Custodian as transferee must perform the Verifications specified in the Guide and hereinabove with respect to each Note and Assignment whose custody is being transferred to Custodian.

In addition, upon a transfer of servicing, Custodian as transferee must verify that a copy of Freddie Mac Form 960 or Form 981, as applicable, evidencing Freddie Mac's approval of the servicing transfer, accompanies the transfer of Notes and Assignments to Custodian as transferee. For each transfer of servicing, the Seller/Servicer as transferee must deliver to Freddie Mac, a Custodial Certification Schedule executed by the transferor seller/servicer and the Custodian as transferee.

- (g) Responsibility as a transferor Custodian. Upon a transfer of servicing or a transfer of custody, the Custodian as transferor must verify that Freddie Mac Document Custodial Services Department (DCS) or a new custodian has been selected in accordance with Freddie Mac's requirements and that evidence (such as a copy of an executed Custodial Agreement) of the change of custodian accompanies the request to transfer the Notes and Assignments. The Custodian as transferor must cooperate with Seller/Servicer and DCS or the transferee custodian to effect a smooth and orderly transfer of the Notes and Assignments, and preparation of a new original Custodial Certification Schedule executed by the Seller/Servicer for the Notes and Assignments whose custody is being transferred, all as provided in the Guide.

It is the responsibility of the Custodian as transferor and the Seller/Servicer to work with DCS or the transferee custodian, prior to certification of the Notes by DCS or the transferee custodian, to cure all document deficiencies that are unresolved upon transfer.

The Custodian as transferor shall not be released or discharged from any liabilities, duties and obligations hereunder until after Seller/Servicer and DCS or the transferee custodian to which the Notes and Assignments have been delivered has accounted for all the Notes and Assignments.

- (h) Duties to Freddie Mac; Relationship of the Parties. Upon certification of the Notes and Assignments pursuant to the execution of the Custodial Certification Schedule, Custodian must hold the Notes and the Assignments in trust for the sole benefit of Freddie Mac. Custodian shall not enter into any understanding, agreement, or relationship with any party by which any such party would obtain, retain or claim any interest (including an ownership or security interest) in such documents or the underlying mortgages, unless specifically approved by Freddie Mac.

By execution of this Agreement, the 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 or Assignment and hereby waives and releases any such interest which it may have or acquire in any such Note or Assignment.

The parties each hereby acknowledge by entering into this Agreement that neither title, ownership nor right of alienation with respect to the Notes, any Assignments, nor any books and records relating to the

Notes or Assignments is hereby transferred to, or conferred upon, the Custodian.

- (i) Release of Documents. The Custodian shall release Notes and Assignments to the Seller/Servicer only upon presentation by the Seller/Servicer of an executed Freddie Mac Form 1036, Request for Release of Documents, and shall retain this Request for Release of Documents, for such period of time as is customary in the industry, as a receipt from the Seller/Servicer and for examination by Freddie Mac. All Notes and Assignments so released to the Seller/Servicer shall be held by the Seller/Servicer in trust for the benefit of Freddie Mac. The Seller/Servicer shall make such request only when possession of a Note or an Assignment is necessary for carrying out the Seller/Servicer's responsibilities in conjunction with the maturity, prepayment, foreclosure, repurchase, substitution, conversion, modification or assumption of a Mortgage, or recordation of assignment of a security instrument to Freddie Mac. The Custodian may rely on information received from the Seller/Servicer in the Request for Release of Documents pertaining to the status of each Mortgage. If the Note or Assignment is no longer needed for the reason originally cited on the request, Seller/Servicer shall return the Note or Assignment to the Custodian, at which time the Custodian shall resume custody of the Note or Assignment, sign the Request for Release of Documents to reflect the return of the Note or Assignment, and place the Request for Release of Documents with the returned Note or Assignment.

The Custodian must also maintain a copy of the original Custodial Certification Schedule for such period of time as is customary in the industry despite the release of Notes and Assignments to the Seller/Servicer.

- (j) Supplemental deliveries. If Seller/Service supplements a delivery by later sending additional documents, such as original modifying instruments, to Custodian, Custodian must place the supplemental documentation with the applicable original notes.

Section 3. Miscellaneous.

- (a) Audit. Freddie Mac reserves the right to perform with or without prior notice, an on-site audit on all records and documents held by the Custodian that relate to the Notes and Assignments held for Freddie Mac. Freddie Mac also reserves the right to perform an on-site audit at any time to evaluate the Custodian's compliance with Freddie Mac requirements and to assess its internal controls.

- (b) Custodial Charges. Compensation for Custodian's services, including any action taken by the Custodian at the request or demand of Freddie Mac, is the sole responsibility of the Seller/Servicer. In no event shall Custodian refuse to take any action or otherwise fail to perform in accordance with any Freddie Mac requirements on the grounds that the Custodian has not been compensated by the Seller/Servicer.

If, at any time, Freddie Mac elects, in its sole discretion, to assume or transfer the duties and obligations of the Seller/Servicer but elects to continue this custodial relationship, the Custodian agrees to continue to perform its obligations hereunder for a reasonable time on the same terms and conditions as set forth herein, provided that Freddie Mac shall not be obligated to pay any compensation or fee for the holding or release of any Notes or Assignments during such period.

- (c) Indemnifications.

- (1) In performing its functions and duties under this Agreement, the Custodian agrees to act with reasonable care, using that degree of skill and care that it exercises with respect to similar notes and assignments owned and/or serviced by it and with at least such skill and care as is customary in the industry. The Custodian agrees to indemnify Freddie Mac for any and all liabilities, obligations, losses, damages, payments, costs or expenses of any kind whatsoever which may be imposed on, incurred by or asserted against Freddie Mac as the result of any negligence by the Custodian, in the performance of the functions and duties of Custodian required by those sections of the Guide pertaining to Notes and Assignments held for Freddie Mac and required by this Agreement.
- (2) Seller/Servicer agrees to indemnify Freddie Mac and hold Freddie Mac harmless for any loss, damage or expense (including court costs and reasonable attorney fees) that Freddie Mac may incur as a result of the Seller/Servicer's trust department holding Notes and Assignments.

- (d) Annual reporting.

- (1) Concurrent with Seller/Servicer's submission of its Form 16, Annual Eligibility Certification Report, Seller/Servicer will be required to certify, by a form signed by Seller/Servicer and Custodian, that Custodian continues to meet all the document custodian eligibility requirements stated in the Guide. Seller/Servicer must also submit and any other information that Freddie Mac may request.
- (2) The Custodian must complete the Annual Document Custodian Eligibility Certification Report, attached hereto as Exhibit A, and submit it to Freddie Mac via facsimile transmission by March 31st of each calendar year. The Custodian must also submit any other information that Freddie Mac may request. The Custodian's submission of the attached report shall be pursuant to Section 14 of this Agreement and Section 1.3 of the Freddie Mac Single-Family Seller/Servicer Guide regarding Electronic Records and Electronic Signatures.

Section 4. Seller/Servicer Responsibilities.

Seller/Servicer is responsible for the following and hereby represents, warrants and covenants with Freddie Mac as follows.

- (a) Seller/Servicer shall ensure that Custodian complies with all applicable document custodian eligibility requirements and all Freddie Mac requirements regarding note custody at all times.
- (b) Seller/Servicer shall monitor Custodian for continuing compliance with Freddie Mac's document custodian eligibility requirements.
- (c) If, at any time, the Custodian fails to comply with any of the document custodian eligibility requirements, Seller/Servicer must contact Freddie Mac in writing within 1 day of Seller/Servicer learning of the non-compliance.
- (d) Seller/Servicer shall comply with the transit insurance requirements set forth in the Guide.

Freddie Mac's insurance requirements as stated in the Guide do not diminish, restrict or otherwise limit the Custodian's responsibilities and obligations as stated herein.

- (e) Seller/Servicer shall provide Custodian with copies of such confirmations, agreements, assignments, documents, opinions, instructions and information relating to this Agreement or to the transactions contemplated hereby as Custodian may from time to time reasonably request.
- (f) Seller/Servicer shall promptly notify Custodian of any events of default under the Purchase Documents, specifying the nature of such default and the action being taken or proposed to be taken in connection with remedying the same.

Section 5. Transfers of Servicing.

- (a) In the event that Seller/Servicer transfers servicing of some or all of the Mortgages pursuant to the Guide, Seller/Servicer is responsible for meeting the requirements as set forth in the Guide outlining the document custody requirements for transfers of servicing, including the transfer of Notes and Assignments to the transferee seller/servicer and DCS or the transferee seller/servicer's approved custodian. Specifically, but not in limitation, for each transfer of servicing, the Seller/Servicer as transferor must execute and deliver a new original Custodial Certification Schedule to the transferee seller/servicer for execution by the transferee custodian, if applicable, and submission to Freddie Mac.
- (b) If Seller/Servicer transfers the servicing for some or all of the Mortgages for which Custodian has possession of the Notes and Assignments, then Custodian is responsible for cooperating with Seller/Servicer and DCS or the transferee seller/servicer's custodian in the transfer of custody of the Notes and Assignments pursuant to the Guide and Section 2(g) hereinabove.

- (c) No later than 30 days after the effective date of a transfer of servicing the Notes and Assignments related to the Mortgages for which servicing was transferred must be moved. If the transferee seller/servicer uses a document custodian, the Notes and Assignments must be transferred to the transferee seller/servicer's custodian. If the transferee seller/servicer does not use a document custodian, the Notes must be transferred to DCS and the Assignments transferred to the transferee seller/servicer.

Section 6. Termination and Transfer of Custody.

- (a) Termination by Freddie Mac. At its sole discretion, Freddie Mac may, following 30 days written notice to the Seller/Servicer and the Custodian, terminate this Agreement and require Seller/Servicer to cause all Notes and Assignments to be transferred within 30 days to another custodian or the Notes to be transferred to DCS and the related Assignments to the Seller/Servicer.

Notwithstanding any other right of Freddie Mac to require the Seller/Servicer to discontinue the use of a custodian, Freddie Mac reserves the right to terminate immediately this Agreement and cause all Notes and Assignments to be immediately transferred to another custodian or the Notes to Freddie Mac and the related Assignments to the Seller/Servicer, upon occurrence of any of the following:

- (1) disqualification or suspension of Seller/Servicer pursuant to the Guide, or such other determination by Freddie Mac that the performance of Seller/Servicer has been unsatisfactory, or that Seller/Servicer has failed to meet eligibility standards;
- (2) Custodian does not meet the document custodian eligibility requirements pursuant to the Guide or under any of Freddie Mac's criteria for note custodianship;
- (3) Freddie Mac determines that the performance of the Custodian with respect to the Notes or Assignments has been unsatisfactory;
- (4) any other circumstance has occurred with respect to the Custodian, the Notes or the Assignments that adversely affects the Notes, the Assignments or the interests of Freddie Mac;
- (5) Freddie Mac modifies or terminates its requirements for the custody of Notes and Assignments; or
- (6) Freddie Mac advises Custodian that a default has occurred under, or in connection with, the Purchase Documents, or if for any reason Freddie Mac determines that the safety or security of the Notes or Assignments is in jeopardy and so advises the Custodian.

In any such event, Custodian shall comply with such requirements as Freddie Mac shall make, including, but not limited to, immediately delivering to Freddie Mac or its designee all of the Notes and Assignments in its custody.

- (b) Termination by Seller/Servicer. Seller/Servicer may terminate this Agreement upon 30 days written notice to the Custodian and to Freddie Mac. If Seller/Servicer terminates this Agreement with Custodian and designates that custody should be transferred to a new custodian, in accordance with the Guide, then all Notes and Assignments for mortgages serviced for Freddie Mac that are held by Custodian must be moved to the new custodian within 30 days of the approval by Freddie Mac of the new custodian as evidenced by an executed Custodial Agreement. Freddie Mac reserves the right to require that the Notes and Assignments be transferred immediately if Freddie Mac deems it necessary. If Seller/Servicer elects to send the Notes to DCS, then all Notes for Mortgages serviced for Freddie Mac held by Custodian must be transferred to DCS on or before the termination date of this Agreement. In such event, custody of the Assignments must be transferred to Seller/Servicer. As noted above, compensation for custodial services is the sole responsibility of Seller/Servicer.
- (c) Termination by the Custodian. The Custodian may, following 30 days written notice to the Seller/Servicer and to Freddie Mac terminate this Agreement. In such event, the Seller/Servicer must transfer the Notes and the Assignments to a new custodian or transfer the Notes to DCS and obtain the Assignments from the Custodian as provided in the Guide. In no event may the Custodian refuse or fail to fulfill its custodial obligations until the Notes and Assignments have been properly transferred.
- (d) Responsibilities of the transferor Custodian. Upon a termination of this Agreement and transfer of custody of the Notes and Assignments, Custodian is responsible for cooperating with Seller/Servicer and DCS or the transferee custodian pursuant to the Guide and Section 2(g) hereinabove.

Section 7. Representations, Warranties and Covenants re: valid and binding execution.

- (a) The Custodian represents, warrants and covenants with the Seller/Servicer and Freddie Mac as follows:

This Agreement has been authorized and approved by all requisite corporate action on the part of the Custodian and, when executed and delivered by the Custodian, the Seller/Servicer and Freddie Mac, this Agreement will constitute the legal, valid and binding obligation of the Custodian, enforceable against the Custodian in accordance with its terms.

The Custodian has not executed and will not execute any agreement or obligation inconsistent herewith or with any of the transactions contemplated hereby.

The Custodian has complied, and at all times will comply, with all applicable laws and regulations in connection with consummation of the transactions contemplated hereby.

- (b) Seller/Servicer represents, warrants and covenants to Freddie Mac and Custodian as follows:

This Agreement has been authorized and approved by all requisite corporate action on the part of the Seller/Servicer and, when executed and delivered by the Custodian, the Seller/Servicer and Freddie Mac, this Agreement will constitute the legal, valid and binding obligation of the Seller/Servicer in accordance with its terms.

Seller/Servicer has not executed and will not execute any agreement or obligation inconsistent herewith or with any of the transactions contemplated hereby.

Seller/Servicer has complied, and at all times will comply, with all applicable laws and regulations in connection with consummation of the transactions contemplated hereby.

Section 8. Amendments.

Freddie Mac reserves the right at any time, in its sole discretion, by written notice to the Custodian and the Seller/Servicer, to modify or supplement any provisions and any other requirements set forth in this Agreement, including but not limited to Freddie Mac's Document Custodian Eligibility Requirements, Custodian or Seller/Servicer obligations, custodial duties, delivery requirements, Freddie Mac forms referenced in this Agreement or any other terms of this Agreement.

If requirements pertaining to Freddie Mac's Document Custodian Eligibility Requirements, Custodian or Seller/Servicer obligations, custodial duties, delivery requirements, Freddie Mac forms referenced in this Agreement or any other terms of this Agreement, or Notes and Assignments, are amended in the Guide, then this Agreement is deemed to have been simultaneously amended to the extent necessary to conform this Agreement with such amended Guide requirements.

No amendment or waiver of any provision of this Agreement, nor consent to any departure by the Custodian herefrom, shall in any event be effective unless the same shall be in a writing signed by an authorized representative of Freddie Mac, and then such waiver or consent shall be effective only in the specific instance and for the specified reason for which given.

Section 9. Notices.

All demands, notices, instructions and other communications hereunder shall be in writing (including telecopied or telegraphic communications) and shall be personally delivered, mailed, or transmitted by telecopy or telegraph, respectively, addressed as set forth below.

If to Freddie Mac:

Federal Home Loan Mortgage Corporation
Counterparty Credit Risk Management
1551 Park Run Drive, MS D3A
McLean, VA 22102

If to the Custodian (please note if your vault location is different from your contact's mailing address):⁴

tel. # () - _____

If to the Seller/Service: ⁴

tel. # () - _____

or to such other address and person as Freddie Mac, the Custodian or the Seller/Service may hereafter designate in writing complying as to delivery with the terms of this paragraph.

⁴ Type the name, title, mailing address, e-mail address and telephone number of the person to whom notices should be sent.

Section 10. Binding Effect.

This Agreement shall become effective as of the date above first written when it shall have been executed on behalf of Freddie Mac, the Seller/Servicer and the Custodian and thereafter shall be binding and inure to the benefit of the parties and their respective successors and assigns and shall continue in full force and effect so long as the Custodian shall hold, as custodian hereunder, any of the Notes or Assignments, or until the Custodial Agreement is terminated. If Freddie Mac executes this Agreement, Freddie Mac will provide the Seller/Servicer and Custodian with a copy of the Freddie Mac-executed Agreement. Freddie Mac will hold the original Agreement.

Section 11. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the United States. Insofar as there may be no applicable precedent and insofar as to do so would not frustrate the purposes of the Act or any provision of this Agreement or the transactions governed thereby, the local laws of the State of New York shall be deemed reflective of the laws of the United States. Notwithstanding the immediately preceding sentence to the contrary, the legal effectiveness, validity and enforceability of electronic contracts, other Electronic Records and electronic signatures used in connection with any electronic transaction engaged in by Seller/Servicer, Custodian and/or Freddie Mac under this Agreement shall be governed by the federal Electronic Signatures in Global and National Commerce Act.

Unless otherwise expressly agreed between the Seller/Servicer, Custodian and Freddie Mac, neither this Agreement nor any portion of any electronic transaction will be governed by the Uniform Computer Information Transactions Act as enacted by any jurisdiction.

Section 12. Construction of Agreement.

This Agreement shall not be construed against Freddie Mac as being the drafter hereof.

Section 13. Headings.

The section headings herein are for convenience only and shall not affect the construction of this Agreement.

Section 14. Acknowledgement and Consent to Electronic Transactions.

The Seller/Servicer and Custodian consent and agree to engage in electronic transactions with each other and with Freddie Mac in connection with certain of their respective specified duties and obligations set forth in this agreement and Chapter 18 of the Guide. The Seller/Servicer acknowledges and agrees that it is bound by the provisions of Section 1.3 of the Guide and the Custodian agrees that it is also bound by the provisions of Section 1.3 of the Guide as if each reference to the word "Seller/Servicer" therein were a reference to the "Custodian." Section 1.3 of the Guide is incorporated by this reference and made a part of this Agreement. The Custodian agrees to adopt as its signature for such electronic transactions its Freddie Mac custodian number and/or such other confidential passwords, user identification codes, other symbols or procedures as required by Freddie Mac ("Custodian's signature"). The Custodian and Seller/Servicer acknowledge and agree that electronic

transactions not expressly required or permitted by Freddie Mac are prohibited.

Section 15. Confidentiality and Notice of Waivers.

Freddie Mac hereby identifies and Seller/Servicer and Custodian agree to treat any waivers granted by Freddie Mac of any of Seller/Servicer's duties and obligations under this Agreement or under the Guide as "confidential information" as that term is defined in Section 2.16 of the Guide, and both Seller/Servicer and Custodian agree to be bound by the provisions of Section 2.16 of the Guide.

Seller/Servicer and Custodian agree that Seller/Servicer shall be solely responsible for giving the Custodian notice of any such waiver and Freddie Mac shall have no duty or obligation to notify Custodian of any waiver of Seller/Servicer's duties or obligations under this Agreement or under the Guide.

IN WITNESS WHEREOF, each of the Custodian, the Seller/Servicer and Freddie Mac have caused this 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.

5

ATTEST: _____
signature

type Name

type Title

By: _____
signature

type Name

type Title:

6

ATTEST: _____
signature

type Name

type Title

By: _____
signature

type Name

type Title:

FEDERAL HOME LOAN MORTGAGE
CORPORATION:

ATTEST: _____
signature

type Name

type Title

By: _____
signature

type Name

type Title:

5 Type the complete legal name of the Custodian. A duly authorized custodial officer must execute this Agreement and the signature must be attested by a duly authorized custodial officer. The names and titles must be completed.

6 Type the complete legal name of the Seller/Servicer. The signature must be attested by a duly authorized officer. The names and titles must be completed.