

Agreement for Subsequent Transfer of Servicing of Single-Family Mortgages

| Transferor Servicer | | | | | | Transferee Servicer | | | | | |
|------------------------------------------|--|-------|--|--------|--|------------------------|--|-------|--|--------|--|
| Name | | | | | | Name | | | | | |
| Seller/Servicer number | | | | | | Seller/Servicer number | | | | | |
| Address | | | | | | Address | | | | | |
| City | | State | | ZIP | | City | | State | | ZIP | |
| Contact | | | | E-mail | | Contact | | | | E-mail | |
| Telephone number () | | | | ext. | | Telephone number () | | | | ext. | |
| Requested Effective Date of Transfer / / | | | | | | | | | | | |

Terms and Conditions

Chapters and sections referenced in this Agreement for the Subsequent Transfer of Servicing ("Agreement") are those set forth in the Freddie Mac *Single-Family Seller/Servicer Guide* ("Guide"). Capitalized terms used but not defined herein are defined in the Guide, except that "eMortgage" is defined in the Freddie Mac *eMortgage Guide*® at FreddieMac.com. For purposes of this Agreement, "Mortgage" means any Mortgage, eMortgage and/or REO that is the subject of this Agreement.

This Agreement, duly executed by the Transferor Servicer and the Transferee Servicer, must be received by Freddie Mac not less than 45 days but not more than 60 days prior to the "Requested Effective Date of Transfer" set forth above. The Requested Effective Date of Transfer must be the first Business Day following the cutoff date for a Freddie Mac accounting cycle. The Transferor Servicer and the Transferee Servicer understand and agree that Freddie Mac makes no representations or warranties regarding the Servicing rights to be transferred hereunder or regarding the Mortgages that are identified on the list of Mortgages subject to this Agreement, which the Transferor Servicer has submitted to Freddie Mac through the Freddie Mac Service Loans application (the "Transfer Portfolio"). The Transferor Servicer and the Transferee Servicer further understand and agree that Freddie Mac's approval of the Transfer of Servicing ("Transfer") does not mean that there are no outstanding repurchase demands or other contractual obligations, including recourse or indemnification, with respect to any of the Mortgages in the Transfer Portfolio.

In accordance with Chapter 7101, and upon Freddie Mac giving its express written approval as evidenced by the approval letter referenced in Section 7101.2(b), the Transferor Servicer will execute the Transfer to the Transferee Servicer on the approved Effective Date of Transfer set forth below and in the approval letter. The Transferee Servicer will be responsible for all representations, covenants, and warranties as provided in Section 7101.15.

The Transferor Servicer and Transferee Servicer further represent and warrant to, and covenant with Freddie Mac, if the Transfer is approved by Freddie Mac that:

- A. The Transferor Servicer will deliver the Transfer Portfolio, and the Transferee Servicer will accept and receive such delivery and store and securely maintain all records of the Transfer Portfolio, including, without limitation, underwriting documents, appraisal documents, legal documents, and other Mortgage file documents and all funds relevant to and associated with such Transfer Portfolio, as required by the Guide, in particular, Sections 7101.8, 7101.9 and 7101.10.
- B. The Transferor Servicer will transfer all Escrow funds and prepaid installments to the Transferee Servicer.
- C. The Transferee Servicer will examine all such Transfer Portfolio records and determine whether such Transfer Portfolio records are correct.
- D. The Transferee Servicer hereby assumes full responsibility and liability for the correctness of such records.
- E. All Borrowers will be notified of the Transfer in accordance with Section 7101.11, the Real Estate Settlement Procedures Act (RESPA) and any other applicable laws and regulations, and Borrowers will receive new payment coupons, monthly statements and/or any other material necessary for uninterrupted payment.
- F. All insurance endorsements (pursuant to Section 8202.7) and tax records, as appropriate, will be updated to reflect the Transferee Servicer as the party to be notified.
- G. The Transferee Servicer has performed a due diligence review of the Servicing rights to be transferred hereunder before entering into this Agreement, including without limitation, a review of the Transfer Portfolio's Mortgage and Note files, the Custodial Accounts, and any outstanding or continuing obligations of the Transferor Servicer under the Purchase Documents. The Transferee Servicer is not relying upon any information obtained from Freddie Mac in entering into this transaction nor is it relying upon Freddie Mac to identify any errors, omissions and/or other deficiencies with respect to the Transfer Portfolio's Mortgages.
- H. Prior to the Effective Date of the Transfer, the Transferor Servicer and the Transferee Servicer will evaluate whether or not the proposed Transfer will in any way impair their respective abilities to demonstrate, to Freddie Mac's satisfaction, that each has sufficient capitalization, profitability, liquidity and funding sources to support their respective ongoing operations and commitments to Freddie Mac following the Transfer.
- I. The Transferee Servicer will service the Transfer Portfolio's Mortgages in accordance with the terms of the Guide, applicable Bulletins, users' guides and any other Purchase Documents, all of which are fully incorporated herein by this reference and made a part hereof.
- J. The Transferor Servicer agrees to provide to Freddie Mac and separately to the Transferee Servicer a list of the Mortgages identified by Freddie Mac loan number that are subject to this Agreement. The Transferor Servicer agrees to deliver such list(s) to Freddie Mac and the Transferee Servicer no later than the date this Agreement is submitted to Freddie Mac.

Part A. To be completed by the Transferor Servicer

1. Does this Transfer include all Mortgages serviced by the Transferor Servicer for Freddie Mac? Yes No
 If yes, also complete 1a and 1b below. Note: Mortgages that are funded by Freddie Mac after the approved Effective Date of Transfer will not be included with an "all transfer."

1a. Does the Transferor Servicer have any outstanding commitments with Freddie Mac? Yes No
 If yes, the Transferor Servicer intends to: retain the Servicing assign the Servicing

1b. Is this Transfer the result of an ownership change? If yes, complete and submit Form 1107SF. Yes No

2. Does this Transfer include Mortgages in foreclosure? Yes No

3. Does this Transfer include REO? Yes No

4. Does this Transfer include Mortgages that have lender-purchased mortgage insurance? Yes No

5. Does this Transfer include Mortgages that are credit enhanced? If yes, check the applicable boxes. Yes No
 Certain credit enhancement agreements contain terms that may preclude or limit the Transfer of Mortgages covered by the agreements. The Transferor Servicer must ensure that this Transfer of Servicing request complies with the terms stated in the applicable agreements and Purchase Documents.
 Recourse Indemnification Cash Accounts Spread Accounts
 Collateral Pledge Agreements Pool Insurance Other _____

5a. Does the Transfer include Mortgages in a Trial Period under the Home Affordable Modification Program (HAMP) or modified under HAMP? Yes No

5b. Does the Transfer include any Mortgages in a Trial Period under any Freddie Mac non-HAMP modification initiative (e.g., the Freddie Mac Standard Modification, Freddie Mac Streamlined Modification, Freddie Mac Flex Modification, etc. or modified under such initiatives)? Yes No

5c. Does the Transfer include Mortgages that are or may become Senior Subordinate Mortgages? If yes, the Transferor Servicer must advise the Transferee Servicer of the Servicing requirements set forth in Chapter 8601 and any related term of business with respect to each such Mortgage. If the answer to 5c, is yes, the Transferee Servicer must have entered into a Form 1035 or 1035DC dated on or after February 2015 with a Document Custodian. Yes No

6. Will this Transfer include any of the following Mortgages? If yes, check the applicable boxes. Yes No
 Biweekly Scheduled/Scheduled Actual/Actual Payment Capped or Option ARMs
 Manufactured Homes Skip-Payment Balloon/Reset
 Step Rate Partial Principal Forbearance
 Originated pursuant to affordable housing initiatives Mortgages with Transfer restricted under negotiated terms of business

7. What types of remittance options are included in this Transfer?
 Accelerated Remittance cycle (ARC) Gold Remittance cycle Super ARC Flex Remittance
 Early Remittance cycle (ERC) First Tuesday Remittance cycle Daily remittance for P&I Sweep

8. Does this Transfer include Mortgages with repurchase demands in any status? Yes No

9. Does this Transfer include Mortgages that are Minority Participation Purchase? If yes, all Mortgages within the group must transfer. Yes No

10. Indicate the total number of Mortgages included in this Transfer _____

11. Does the Transferor Servicer currently use a Servicing Agent (subservicer) to subservice Mortgages? If yes, provide the following: Yes No
 Servicing Agent name: _____
 Servicing Agent number: _____

12. Are any of the Mortgage Notes electronic? Yes No

13. Does this Transfer include any Mortgages that were modified electronically pursuant to Freddie Mac's HAMP electronic modification requirements? Yes No

Transferor Servicer's Document Custodian for the Transfer Portfolio

Identify the Document Custodian indicated on the Form 1035, Custodial Agreement: Single-Family Mortgages, or Form 1035DC, Designated Custodial Agreement: Single-Family Mortgages

| | | | |
|---------|-------|---------------------------|----------------------------|
| Name | | Telephone number () ext. | |
| Address | | Document Custodian number | |
| City | State | ZIP | Custodial Agreement number |

Part B. To be completed by the Transferee Servicer

Does the Transferee Servicer intend to use a Servicing Agent (subservicer) to service the Mortgages? Yes No

If yes, please specify the following:

Servicing Agent Name: _____

Servicing Agent Number: _____

If this is a new Servicing Agent, submit Form 479A.

Transferee Servicer's Document Custodian for the Transfer Portfolio

Identify the Document Custodian indicated on the Form 1035, Custodial Agreement: Single-Family Mortgages, or Form 1035DC, Designated Custodial Agreement: Single-Family Mortgages.

| | | | | |
|---------|-------|-----|----------------------------|------|
| Name | | | Telephone number () | ext. |
| Address | | | Document Custodian number | |
| City | State | ZIP | Custodial Agreement number | |

Additional Terms and Conditions

Neither Freddie Mac's approval, acknowledgment or acceptance of this Agreement nor its consent to the proposed Transfer will operate to waive, modify or limit Freddie Mac's rights and remedies under the Guide, the other Purchase Documents, at law or in equity, with respect to any legal, regulatory or supervisory action, proceeding or investigation or otherwise; all such rights and remedies are hereby expressly reserved by Freddie Mac.

By signing this Agreement, the Transferor Servicer and the Transferee Servicer each expressly: (i) certifies that all of the information that it has provided to Freddie Mac in connection with the requested Transfer, including all of the information set forth in this Agreement, is true and correct; (ii) acknowledges that it has reviewed, understands and is in compliance with, and agrees that it shall be bound by the provisions of Section 2101.12Land (iii) agrees that the terms of Section 2101.12, are hereby incorporated herein by this reference and made a part hereof.

Each of Freddie Mac, the Transferor Servicer and the Transferee Servicer agree that delivery of an Electronic Record copy of this Agreement with the Transferor Servicer's and/or the Transferee Servicer's duly authorized employee's Electronic Signature attached to or logically associated with this Agreement, shall be as binding, effective, valid and enforceable as delivery of an original paper Agreement executed in writing by each party's duly authorized employee.

Execution: Electronic Signatures

IN WITNESS WHEREOF, each of Freddie Mac, Transferor Servicer and Transferee Servicer have caused this Agreement to be executed in their names and on their behalf by their respective duly authorized employees.

Agreement and request for Transfer approval by Transferor Servicer:

| | |
|--------------------------------------------|-------------------|
| By (Signature of duly authorized employee) | Date: / / |
| Type/Print Name: | Type/Print Title: |

Agreement and request for Transfer approval by Transferee Servicer:

| | |
|--------------------------------------------|-------------------|
| By (Signature of duly authorized employee) | Date: / / |
| Type/Print Name: | Type/Print Title: |

Acknowledgment and approval of request by Freddie Mac:

| | |
|------------------------------------------------------------------------------------------------------------------|-------------------|
| Approved Effective Date of Transfer (always effective with the first day of Freddie Mac's accounting cycle): / / | |
| Date of acknowledgment and approval / / | |
| By (Signature of duly authorized employee) | Date: / / |
| Type/Print Name: | Type/Print Title: |