

ACIS 2016-10

**INSURANCE POLICY**

**DECLARATIONS**

**Policy Number:** [REDACTED]

**Policy Period:** That period of time between the Effective Date and the Termination Date, as set forth immediately below.

**EFFECTIVE DATE:** November 1, 2016

**TERMINATION DATE:** As defined in Article VIII.

in each case, at 12:01 A.M. Standard Time at the Address of the Insured.

**Item 1. Insured:**

Federal Home Loan Mortgage Corporation, also known as Freddie Mac, a government-sponsored enterprise chartered by the U.S. Congress

**Contact Information:**

Freddie Mac  
8200 Jones Branch Drive  
McLean, Virginia 22102

**Item 2. Insurer:**

**Contact Information:**

- Item 3. Reference Transaction:** A certain pool (Reference Pool) of residential mortgage loans (Reference Obligations) with an initial aggregate UPB as of the Cut-off Date equal to the Cut-off Date Balance. The Reference Obligations were acquired by the Insured between January 1, 2016 and September 30, 2016. The Reference Obligations meet the Eligibility Criteria, all as more specifically described below.
- Item 4. Cut-off Date:** The close of business on October 31, 2016.
- Item 5. Cut-off Date Balance:** \$15,827,538,882.00, the aggregate UPB of the Reference Obligations as of the Cut-off Date.
- Item 6. Insurance Type:** Aggregate Excess of Loss Credit insurance.
- Item 7. Policy Limit of Liability:** Regardless of the number of Credit Events, at any point in the Policy Period, the Insurer's maximum liability for all Covered Amounts hereunder shall not exceed \$39,351,218.56 minus any Covered Amounts previously paid up to that point; provided, however, that the Insurer's maximum liability for the payment of Covered Amounts at any such time shall not exceed: (a) for the Class M-1 Reference Tranche, the lesser of (i) the product of the Class M-1 Reference Tranche Insured Percentage and the Class Notional Amount of the Class M-1 Reference Tranche at such time, or (ii) \$7,122,392.50 minus any Covered Amounts previously paid to that point, and (b) for the Class M-2 Reference Tranche, the lesser of (i) the product of the Class M-2 Reference Tranche Insured Percentage and the Class Notional Amount of the Class M-2 Reference Tranche at such time, or (ii) \$8,546,871.00 minus any Covered Amounts previously paid to that point, and (c) for the Class M-3 Reference Tranche, the lesser of (i) the product of the Class M-3 Reference Tranche Insured Percentage and the Class Notional Amount of the Class M-3 Reference Tranche at such time, or (ii) \$15,135,084.06 minus any Covered Amounts previously paid to that point, and (d) for the Class M-4 Reference Tranche, the lesser of (i) the product of the Class M-4 Reference Tranche Insured Percentage and the Class Notional Amount of the Class M-4 Reference Tranche at such time, or (ii) \$8,546,871.00 minus any Covered Amounts previously paid to that point. For the avoidance of doubt, the amounts of the Insurer's maximum liability, and of each of the sub-limits set forth in (a) and (b) and (c) and (d) above will be adjusted based on the application of allocated Scheduled Principal, Unscheduled Principal, Modification Loss Amounts, Modification Gain Amounts, and Covered Amounts paid with respect to each of the Class M-1 Reference Tranche, Class M-2 Reference Tranche, Class M-3 Reference Tranche, and Class M-4 Reference Tranche, as applicable.
- Item 8. Insured Percentage:**
- |                             |              |
|-----------------------------|--------------|
| Class M-1 Reference Tranche | – 18.000000% |
| Class M-2 Reference Tranche | – 9.000000%  |
| Class M-3 Reference Tranche | – 11.250000% |
| Class M-4 Reference Tranche | – 18.000000% |
- Item 9. Annual Premium Rate & Premium Payment:**
-

[REDACTED]

**Item 10. Early Redemption Fee:**

[REDACTED]

**Item 11. Taxes:**

Pursuant to Section 303(e) of the Federal Home Loan Mortgage Corporation Act, 12 U.S.C. § 1452(e), the Insured is exempt from liability for the payment of state and local taxes, except certain real property taxes. Furthermore, as an instrumentality of the United States, the Insured is exempt from liability for federal excise taxes under the U.S. Internal Revenue Code. Accordingly, (a) the Insurer shall not pay on Insured's behalf or invoice the Insured for any federal excise or state or local taxes on Premiums and any Early Redemption Fee (including, for the avoidance of doubt, any Catch-Up Payment), and (b) the Insured shall not be liable for the payment of any such taxes.

Additional tax withholding and reporting obligations are set forth in Article VII(K).

**Item 12. Payment Currency:**

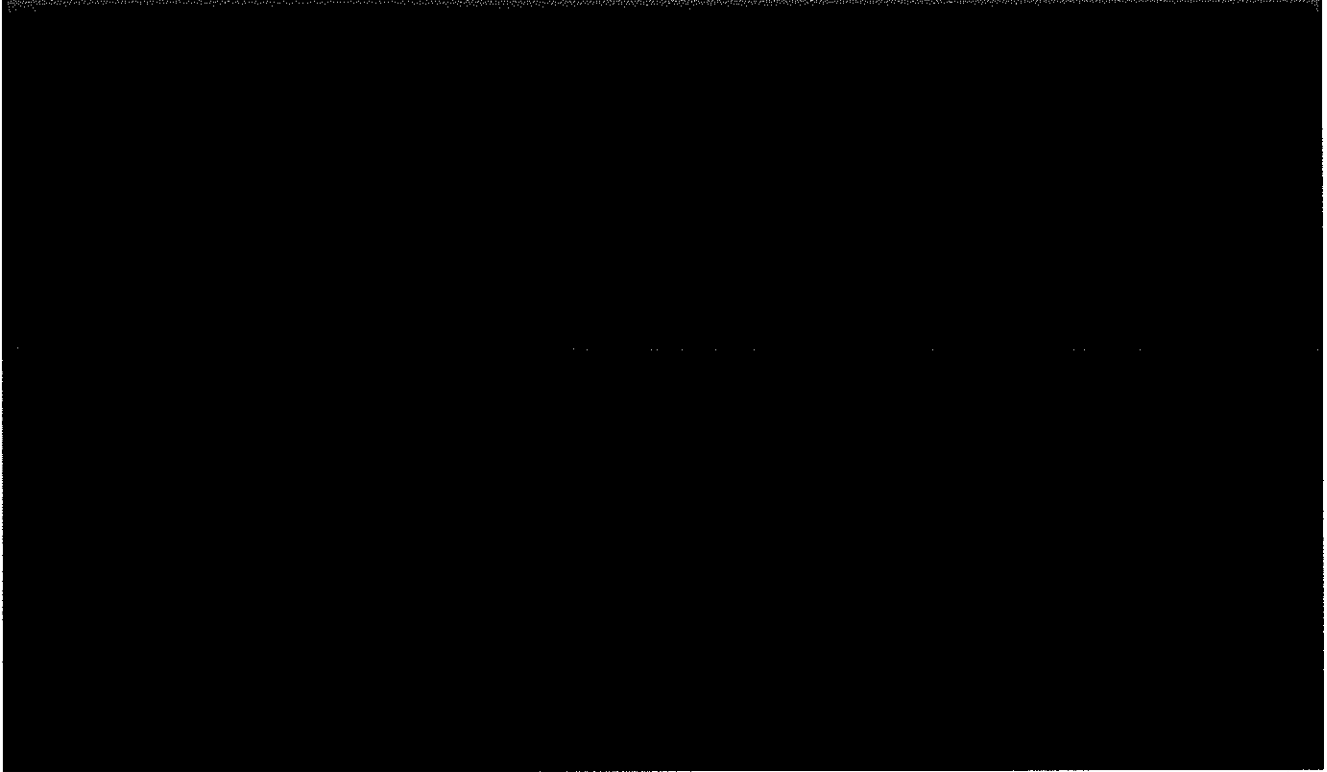
United States of America Dollars

**Item 13. Policy All-Inclusive:**

This Policy is comprised of this Declarations Page, the Insurance Application, the various terms and provisions attached to this Policy, and all exhibits relating hereto, all of which are incorporated herein and made a part of this Policy as of the Effective Date. Collectively, the Insurer and the Insured may be referred to as the "parties" and individually, each may be referred to as the "party."

*(signature page follows)*

**IN WITNESS HEREOF**, each party hereto has caused this Policy to be executed on its behalf by its duly authorized representative.



## INSURANCE POLICY

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

In consideration of the Insured paying the Premium stated in Item 9 of the Declarations to the Insurer and in reliance upon the statements in the Declarations made a part hereof and subject to all of the terms of this Policy, the Insurer hereby agrees, subject to the Policy Limit of Liability stated in Item 7 of the Declarations, to pay the Covered Amounts to the Insured to the extent and in the manner set forth herein.


### I. INSURING AGREEMENT; SECURITY

- A. In accordance with the provisions of this Policy, and in the event that, as of any Premium Payment Date during the Policy Period, the then-applicable Class Notional Amount associated with an Insured Tranche has been reduced since the prior Premium Payment Date by a Tranche Write-down Amount (in each instance, a "Loss"), the Insurer will pay to the Insured an amount equal to the product of (i) such Loss, and (ii) the corresponding Insured Percentage (the "Covered Amount"), which obligation of the Insurer shall be performed strictly in accordance with the terms of this Policy under all circumstances. In no event shall the Insurer's maximum liability under this Policy exceed the Policy Limit of Liability.
- B. To secure its performance hereunder, within thirty (30) days after the Effective Date, the Insurer shall deposit Eligible Assets in the Trust Account and maintain such Eligible Assets in an amount as determined under and pursuant to the Trust Agreement, and subject to the following provisions:
1. The Trust Agreement shall be in the form mutually agreed between the parties as of the Effective Date, and shall be subject only to changes that may be requested by the trustee. The parties agree to act reasonably and in good faith with respect to such requests in order to ensure that the Insurer is able to satisfy its obligations hereunder to deposit Eligible Assets in the Trust Account.
  2. The Insurer agrees to maintain the Eligible Assets in the Trust Account such that the Outstanding Collateral Amount shall be equal to or greater than the Security Amount as of each Collateral Calculation Date.
  3. If the Security Amount as of any Collateral Calculation Date exceeds the Outstanding Collateral Amount as of such Collateral Calculation Date, then, subject to Section 1(e) of the Trust Agreement, the Insurer shall, within five (5) Business Days following the Insurer becoming aware of such difference, deposit additional Eligible Assets in the Trust Account equal to the amount of such difference. If, however, the Outstanding Collateral Amount as of any Collateral Calculation Date exceeds 102% of the Security Amount as of such Collateral Calculation Date, then, subject to Section 1(e) of the Trust Agreement, within five (5) Business Days following the Insurer's request, and upon verification of such amount, the Insured shall allow the release to the Insurer of Assets from the Trust Account with an aggregate fair market value no greater than such excess (with all Excess Assets (as defined in the Trust Agreement) to be released to the Insurer prior to release of any Eligible Assets to the Insurer). In furtherance of the foregoing, the Insured shall undertake all actions that shall reasonably be necessary to allow such release of Assets, including, but not limited to, delivery of any notices that might be required by the trustee of the Trust Account; provided, however, that the Insured shall only be required to allow the release to the Insurer of Assets from the Trust Account pursuant to this Article I(B)(3) to the extent withdrawal by the Insurer is permitted under Section 7 of the Trust Agreement.

4. The Insured shall have the right to withdraw Assets from the Trust Account to reimburse the Insured for any amount under this Policy which becomes due from the Insurer under Article V(D) of this Policy and which is not otherwise paid by the Insurer within five (5) Business Days following acceptance (including deemed acceptance) of the related Proof of Loss by the Insurer. In the event the amount withdrawn by the Insured from the Trust Account is in excess of the actual amount finally determined to be due to the Insured, which determination must be made by a court of competent jurisdiction in the event of a dispute unless the parties mutually agree otherwise, the Insured shall promptly return to the Trust Account the excess amount so withdrawn and any such excess withdrawn amount shall accrue interest at the rate specified in Article V(D).
5. Notwithstanding anything contained herein to the contrary, if at any time the Outstanding Collateral Amount is equal to or less than an amount established pursuant to Section 3(b) of the applicable trust supplement, then the Insured shall allow the release to the Insurer of Assets from the Trust Account in accordance with Section 3(b) of the applicable trust supplement and subject to the conditions set forth therein.
6. Should the Insured elect to cancel this Policy on a cut-off basis pursuant to Article VII(C)(1), the Insured shall provide the Insurer with a written statement of the Security Amount as of the date of cancellation. If the Outstanding Collateral Amount as of the cancellation date is less than the Insured's written statement of the Security Amount as of the effective date of cancellation, then, subject to Section 1(e) of the Trust Agreement, the Insurer will, within five (5) Business Days following receipt of such notice, top up the Trust Account to an amount equal to the Security Amount.

## II. WARRANTIES AND CERTAIN AGREEMENTS OF THE INSURED

In accepting this Policy, the Insured hereby agrees, represents and warrants the following to the Insurer as of the date hereof:


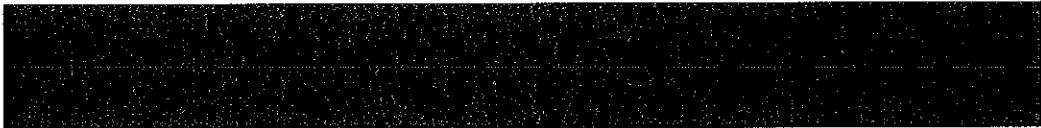
- A. Information in the statements and information provided to the Insurer in the Insurance Application are true and correct in all Material respects as of the Effective Date.
- B. The Insured has not withheld any information from the Insurer that would reasonably affect the decision of an insurer of risks similar to the risk under this Policy, and as of the Effective Date, the Insured has no Knowledge of any circumstance which could give rise to or increase the likelihood of a Covered Amount becoming due at any time during the Policy Period. The Insured is duly organized, validly existing and in good standing under the laws of the United States.
- C. The Insured has taken all corporate action required to authorize the execution, delivery and performance of this Policy.  

- E. This Policy, when executed and delivered, will constitute a legal, valid and binding obligation of the Insured, enforceable except to the extent that enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect affecting creditors' rights generally and subject to the application of equitable principles and the availability of equitable remedies.
- F. The execution and delivery by the Insured of this Policy, and the performance by the Insured under this Policy, do not and will not require the Insured to possess, obtain, make, provide or deliver any consent, waiver, approval, license, permit, order, designation or authorization of, notice to, or registration, filing, qualification or declaration with, any Governmental Entity or other Person, other than (i) any of which have been unconditionally

obtained or effected (as appropriate) and are in full force and effect or (ii) any of which the failure to possess, obtain, make, provide or deliver do not or will not, individually or together with any one or more such other failures, result in the Insurer incurring any liability, or have a material adverse effect on (a) the ability of the Insured to perform and comply with its respective obligations under this Policy, or (b) the consummation of the transactions contemplated under this Policy.

- G. At all times during the Policy Period, the Insured shall retain no less than 5% of the credit loss exposure to the Reference Tranches, except with respect to the Class B Tranche for which the Insured shall retain 100% of the credit loss exposure.
- H. In the event that, as of any Premium Payment Date during the Policy Period, an Insured Tranche has been increased since the prior Premium Payment Date by a Tranche Write-up Amount, then the Insured shall refund to the Insurer an amount equal to the product of (i) such Tranche Write-up Amount, and (ii) the corresponding Insured Percentage (in each instance, a "Claim Refund"), pursuant to and in accordance with the terms of, and conditions set forth in this Policy, but only up to the sum of all Covered Amounts previously paid by the Insurer hereunder. Such Claim Refund shall be paid within ten (10) Business Days following such Premium Payment Date by immediately available funds transmitted by means of the U.S. Fedwire funds service to the Insurer from the Insured in accordance with wiring instructions provided by the Insurer to the Insured. In no event shall the sum of all Claim Refunds exceed the payment of all Covered Amounts paid by the Insurer under this Policy, including Covered Amounts associated with a Tranche Write-down Amount applied to any Overcollateralization Amount pursuant to Article VI(B)(5).
- I. With regard to any Covered Amount owed to the Insured by the Insurer, in the event that the Insured is paid directly by the Insurer or any reinsurer of the Insurer, or if the Insured were to withdraw Assets from the Trust Account, then, only and solely to the extent of any such Covered Amount so received by the Insured, the Insurer is relieved of all corresponding responsibilities and liability to the Insured under this Policy for the payment of such Covered Amount.
- J. The Insured acknowledges and agrees that the Insurer is relying upon the representations and warranties of the Insured set forth above.

### III. WARRANTIES AND CERTAIN AGREEMENTS OF THE INSURER

The Insurer hereby agrees, represents and warrants the following to the Insured as of the date hereof:

- A. 
- B. 
- C. The Insurer has taken all corporate action required to authorize the execution and delivery of this Policy, and the performance of its obligations hereunder.
- D. The Insurer has the corporate power and authority to execute and deliver, and perform its obligations under, this Policy.
- E. If the Insurer appoints a Managing Agent, then (i) the Managing Agent (a) is and shall remain licensed by Applicable Law and in good standing, (b) is duly authorized to fully bind

the Insurer to provide coverage to the Insured and/or manage any administrative matters, as applicable, as defined in this Policy, and (ii) any defenses from and against the execution and/or administration of this Policy by the Managing Agent on behalf of the Insurer are waived to the fullest extent permitted by Applicable Law. Any act or omission by the Managing Agent (whether or not related to a duty or obligation outsourced or delegated to it by the Insurer) shall be deemed to be an act or omission of the Insurer, and the Insurer shall be liable to the Insured for the Managing Agent's performance or failure to perform its and the Insurer's obligations hereunder. For the avoidance of doubt, (1) a term of this Policy shall control over any conflicting term of any agreement between the Insurer and any third-party, including, but not limited to, the Managing Agent, regarding the timing and payment of claims, (2) any dispute between the Insurer and any third-party, including, but not limited to, the Managing Agent, whether subject to arbitration, litigation, any other legal proceeding, or any alternative dispute resolution (including any related settlement) will not supersede or result in delays to the timing and payment of claims as set forth in Article V, and (3) payments by the Insurer to and through the Managing Agent shall be deemed payment to the Insured only to the extent that such payments are actually received by the Insured.

- F. This Policy, when executed and delivered, will constitute a legal, valid and binding obligation of the Insurer, enforceable except to the extent that enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect affecting creditors' rights generally and subject to the application of equitable principles and the availability of equitable remedies.
- G. The execution and delivery by the Insurer of this Policy, and the performance by the Insurer under this Policy, do not and will not require the Insurer to possess, obtain, make, provide or deliver any consent, waiver, approval, license, permit, order, designation or authorization of, notice to, or registration, filing, qualification or declaration with, any Governmental Entity or other Person, other than (i) any of which have been unconditionally obtained or effected (as appropriate) and are in full force and effect or (ii) any of which the failure to possess, obtain, make, provide or deliver do not or will not, individually or together with any one or more such other failures, result in the Insured incurring any liability, or have a material adverse effect on (a) the ability of the Insurer to perform and comply with its respective obligations under this Policy, or (b) the consummation of the transactions contemplated under this Policy.
- H. The Insurer is, and will use its best efforts to remain, in compliance at all times and in all material respects with all Applicable Law, including, but not limited to, [REDACTED]. The Insurer has not made any reductions of capital or paid any dividends or distributions in the past two years that have not complied with the laws of the Insurer's domicile.
- I. The Insurer is currently in compliance with the requirement applicable to the Insurer to provide statutory financial statements and audited financial statements in respect of its insurance business to the [REDACTED] is currently in compliance in all material respects with the [REDACTED]. The Insurer shall provide to the Insured copies of any such financial statements and any declarations required to be filed with [REDACTED] in connection with the [REDACTED] within five (5) Business Days following any request by the Insured therefor.
- J. The Insurer is, and will use its best efforts to remain, operating in accordance with the solvency, liquidity and capital requirements applicable to [REDACTED]s, including, but not limited to, the minimum solvency margin and the applicable enhanced and eligible capital requirements. The Insurer is, and after issuance of this Policy will be, solvent, including by all applicable standards of solvency [REDACTED]. Insurer has at all times ensured, and will use its best efforts to ensure, that



the general business and long term business of Insurer is kept separate in accordance with the applicable provisions [REDACTED]

- K. There are no pending or, to Insurer's Knowledge, threatened actions, suits, investigations or proceedings ("Proceedings") by or against the Insurer which are materially adverse (as determined under Applicable Law) to its business, at law or in equity or otherwise before any court, tribunal, agency, official, arbitrator or other Governmental Entity, and the Insurer has not been the subject of any such Proceedings in the last two years.
- L. Without derogating from the generality of Article III(H), none of the Insurer, any of its direct or indirect subsidiaries, any shareholder that holds ten percent (10%) or more of the outstanding voting securities of the Insurer (directly or, to the Knowledge of the Insurer, indirectly) ("Principal Shareholder"), any director or officer of the Insurer or any of its Principal Shareholders or any of their direct or indirect subsidiaries, or, to the Knowledge of the Insurer, any employee, agent, or affiliate of the Insurer or any of its Principal Shareholders or its direct or indirect subsidiaries is an individual or entity ("Covered Person") that is, or is owned or controlled by a Covered Person that is, (i) the target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control or the U.S. Department of State (collectively, "Sanctions"), or (ii) located, organized, or resident in any country or territory that is, or whose government is, the target of Sanctions (currently, the Crimea Region of Ukraine, Cuba, Iran, North Korea, Sudan and Syria).
- M. The Insurer has such Knowledge and experience in financial, business and insurance matters that it is capable of evaluating the merits and risks of this transaction. The Insurer has conducted its own independent review and analysis of the underwriting risk and acknowledges and agrees that the Insured has provided, and the Insurer has received, sufficient information for this purpose. In entering into this Policy, the Insurer further represents and warrants that it had such information as it deemed necessary and sufficient to enter into this Policy. In entering into this Policy, the Insurer is not relying on any representation as to any past or present fact or circumstance, or on any representation, prediction or estimation as to any future fact or circumstance, whatsoever made by or on behalf of the Insured, except for the representations and warranties made by the Insured in Article II. Prior to the Insurer's execution and delivery of this Policy, the Insurer has (i) been given the opportunity to ask questions of, and receive answers from, the Insured concerning the terms and conditions of this Policy and the subject matter of this Policy and (ii) been given the opportunity to review all the information, as identified in this Policy, which represents all the information necessary to evaluate the risks and merits of entering into and performing this Policy. The Insurer has relied solely upon its own investigation and analysis, and the Insurer acknowledges and agrees that, except for representations or warranties of the Insured expressly contained herein, (a) the Insured makes no, and has made no, representation or warranty, either express or implied, with respect to this Policy or as to the accuracy or completeness of any of the information (including, but not limited to, projections, estimates or any other forward looking forecasts) provided or otherwise made available to the Insurer, and (b) to the fullest extent permitted by Applicable Law, the Insured shall have no liability whatsoever to Insurer on any basis based upon such information provided or made available, or statements made or omissions therefrom in the underwriting process.
- N. Without derogating from the generality of Article III(H), the Insurer is compliant with the U.S. Foreign Account Tax Compliance Act.

- O. In any reinsurance treaty executed between the Insurer and a reinsurer with respect to the risks assumed under this Policy by the Insurer, to the extent required by the Insured on or prior to the Effective Date, the Insurer shall obtain written representations and warranties substantially similar to those set forth in this Article III(A)-(N) from the reinsurer to which the Insurer cedes any portion of the risk.
- P. The Insurer acknowledges and agrees that the Insured is relying upon the representations and warranties of the Insurer set forth above.

#### IV. LIMITATIONS OF LIABILITY

The Insurer's total liability for all Covered Amounts under this Policy shall not exceed the Policy Limit of Liability as specified in Item 7 of the Declarations. Each payment made by or on behalf of the Insurer in discharge of its obligations under this Policy (including any payment made from the Trust Account): (i) shall be deemed to have been made by the Insurer and (ii) shall reduce by the same amount the Policy Limit of Liability.

#### V. CLAIMS AND REPORTING

- A. The Insurer shall have the right to receive copies of all reports to be provided by the Calculation Agent under Schedule I of the Calculation Reporting Agreement, and may do so by accessing the Calculation Agent's internet site at "www.usbank.com/abs" or any other website that may be established by the Calculation Agent. In the event that the Calculation Agent ceases to make such reports publicly available, including by means of any such website, the Insured shall designate the Insurer as a designee within the meaning of the Calculation Reporting Agreement for the purpose of receiving such reports. The Insurer does not have a right to request or access any reports or records of the Insured other than those produced by the Calculation Agent.
- B. Following the occurrence of a Loss, the Insured shall submit to the Insurer a Proof of Loss within thirty (30) days following the publication of the corresponding Payment Date Statement. In connection therewith, the Insured shall provide a copy of the Payment Date Statement and such other information required under the Proof of Loss form attached as Exhibit B. The Insured's failure to provide the Payment Date Statement or Proof of Loss within the foregoing period shall not relieve the Insurer of its obligations under this Policy. Within five (5) Business Days following the date of such filing, the Insurer shall verify that the Class Notional Amount, the Tranche Write-down Amount and the Loss set forth therein are in accordance with the Payment Date Statement and the corresponding Insured Percentage calculation set forth in the Proof of Loss.
- C. The determination by the Calculation Agent of the Class Notional Amount, the Tranche Write-down Amount or the Tranche Write-up Amount shall, absent manifest error, be binding on the Insurer and the Insured. Absent manifest error, the Insurer shall accept the Proof of Loss unless it has formed a reasonable good faith belief that the Insured has made material misrepresentations or committed other wrongful and dishonest acts or omissions directly relating to a calculation by the Insured set forth in a Proof of Loss. Within five (5) Business Days following the Insurer's receipt of a Proof of Loss from the Insured, the Insurer shall either (i) provide written notice of its acceptance of such Proof of Loss to the Insured, clearly stating that such Proof of Loss has been accepted in full by the Insurer, or (ii) send to the Insured a notice of its rejection of the Proof of Loss. In the absence of such notice of acceptance or rejection within that period, the Proof of Loss shall be deemed accepted by the Insurer on such fifth (5th) Business Day for all purposes under this Policy without any further action on the part of the Insurer or any other Person. Any rejection of a Proof of Loss shall be subject to dispute resolution as set forth in Article VII(A). Nothing contained herein shall be deemed to be a waiver of or prejudice in any way any claim that the Insurer may have relating to a Proof of Loss or payment of any amount under this Policy; provided, however, that any such claim shall be pursued by the Insurer within the

period set by the applicable statute of limitations. Except as otherwise stated in the terms of this subsection, the Insurer shall have no right to, nor shall it contest the validity of, any data or information set forth in the Proof of Loss.

- D. Within five (5) Business Days following acceptance (including deemed acceptance) of a Proof of Loss by the Insurer, the Insurer shall pay to the Insured the Covered Amount set forth in such Proof of Loss in immediately available funds by means of the U.S. Fedwire funds service in accordance with wiring instructions provided by the Insured to the Insurer. Any such payments not received by the Insured within five (5) Business Days following acceptance (including deemed acceptance) shall be subject to a late payment fee calculated based on the amount due but not received by the Insured. For the avoidance of doubt, the amount of such late payment fee shall be calculated as follows: (amount due and owing under the unpaid Proof of Loss) multiplied by (prime rate + 1.000%) divided by 365, multiplied by the number of calendar days for which the payment is due but unpaid. The prime rate shall be determined by reference to the highest quoted prime rate published in the "Money Rates" section or other comparable section of The Wall Street Journal on the first Business Day of the calendar month in which the payment is due.
- E. As of any date, the Insurer and the Insured shall have the right to offset any balance or amounts due from one party to the other under the terms of this Policy. The party asserting the right of offset may, with the concurrence of the other party, exercise such right any time, whether the balances due are on account of Premiums, Covered Amounts or late payment fees.

## **VI. REFERENCE POOL AND REFERENCE TRANCHES; PREMIUM PAYMENTS**

### **A. Reference Pool**

1. The "Reference Pool" consists of Mortgage Loans that were acquired by the Insured during the period specified in Item 3 of the Declarations (and more particularly identified at [http://www.freddiemac.com/creditriskofferings/security\\_data.html](http://www.freddiemac.com/creditriskofferings/security_data.html) as of the Effective Date) and which meet the Eligibility Criteria and have no Underwriting Defects, Unconfirmed Underwriting Defects, Major Servicing Defects, Minor Servicing Defects or Unconfirmed Servicing Defects as of October 31, 2016 that were Known to the Insured or that were subsequently discovered up to the Cut-off Date (each such Mortgage Loan, a "Reference Obligation").
2. The "Eligibility Criteria" to be satisfied with respect to each Reference Obligation in the Reference Pool are as follows:
  - a. is a fully amortizing, fixed rate, one- to four-unit, first lien Mortgage Loan, which has an original term of 15 years;
  - b. was originated on or after January 1, 2016;
  - c. was securitized into a participation certificate by September 30, 2016 and remained in such participation certificate as of September 30, 2016;
  - d. has not been prepaid in full as of October 31, 2016;
  - e. as of October 31, 2016, the servicer has not reported that the borrower of such Reference Obligation has filed for bankruptcy;
  - f. has not been repurchased by the applicable seller or servicer as of October 31, 2016;

- g. has no Underwriting Defects, Major Servicing Defects, Minor Servicing Defects, Unconfirmed Underwriting Defects or Unconfirmed Servicing Defects found in the Insured's internal quality control process as of October 31, 2016;
  - h. as of September 30, 2016, has never been reported to be thirty (30) days or more delinquent since purchase by the Insured;
  - i. was originated with documentation as described in Exhibit C;
  - j. is not covered by pool insurance;
  - k. has an original loan-to-value ratio that is (i) greater than or equal to 70% and (ii) less than or equal to 95%;
  - l. subject to any applicable TOBs, is not subject to recourse or other credit enhancement;
  - m. was not originated under the Insured's Relief Refinance program (including the Home Affordable Refinance Program which is the Federal Housing Finance Agency's name for Freddie Mac's relief refinance program for Mortgage Loans with a loan-to-value ratio greater than 80%);
  - n. was not originated under Home Possible® or other affordable mortgage programs of the Insured;
  - o. was not associated with a mortgage revenue bond purchased by the Insured;
  - p. had an original principal balance greater than or equal to \$5,000; and
  - q. was not originated under a government program (e.g., FHA, VA or Guaranteed Rural Housing loans).
3. The characteristics of the Reference Pool will change from time to time to reflect subsequent payments, prepayments and Credit Events with respect to the Reference Obligations. In addition, the characteristics of the Reference Pool may change because after the Cut-off Date, Reference Obligations will be removed (any such removal, a "Reference Pool Removal") from the Reference Pool because:
- a. the Reference Obligation becomes a Credit Event Reference Obligation;
  - b. the Reference Obligation is paid in full;
  - c. of the identification and final determination, through the Insured's quality control process, of an Underwriting Defect or Major Servicing Defect relating to the Reference Obligation;
  - d. of the discovery of a violation of the Eligibility Criteria for such Reference Obligation; or
  - e. the Reference Obligation is seized pursuant to any special eminent domain proceeding brought by any federal, state or local government instrumentality with the intent to provide relief to financially-distressed borrowers with negative equity in the underlying Mortgage Loan. For the avoidance of doubt, if a property were seized through any eminent domain proceedings brought by any state, federal, or local government entity, such seizure will not be treated as a Credit Event. Instead, the UPB of the loan at the time of seizure will be treated as Unscheduled Principal and the loan will be removed pursuant to Reference Pool Removal.

Reference Obligations will not be removed from the Reference Pool if they undergo a temporary or permanent modification and they do not meet any other criteria above to be removed. In the event that a Reference Obligation that was previously removed from the Reference Pool is discovered to have been removed in error, such Reference Obligation will be reinstated into the Reference Pool.

**B. Reference Tranches**

1. For purposes of this Policy and for purposes of making the calculations for each Premium Payment Date of any write-downs (or write-ups) on the Reference Tranches as a result of Credit Events (or reversals thereof) or Modification Events on the Reference Obligations, the Insured has established a hypothetical structure of six (6) Classes of Reference Tranches (the Class A, Class M-1, Class M-2, Class M-3, Class M-4 and Class B) (each, a "Reference Tranche") deemed to be backed by the Reference Pool. Pursuant to the hypothetical structure, the Class A Reference Tranche is senior to all the other Reference Tranches and therefore does not provide any credit enhancement to the other Reference Tranches. The Class M-1 Reference Tranche is subordinate to the Class A Reference Tranche and is senior to the Class M-2, Class M-3, M-4 and Class B Reference Tranches. The Class M-2 Reference Tranche is subordinate to the Class A and Class M-1 Reference Tranches and is senior to the Class M-3, Class M-4 and Class B Reference Tranches. The Class M-3 Reference Tranche is subordinate to the Class A, Class M-1, and Class M-2 Reference Tranches and is senior to the Class M-4 and Class B Reference Tranches. The Class M-4 Reference Tranche is subordinate to the Class A, Class M-1, Class M-2 and Class M-3 Reference Tranches, and is senior to the Class B Reference Tranche. The Class B Reference Tranche is subordinate to all the other Reference Tranches and therefore does not benefit from any credit enhancement. Each Class of Reference Tranche has a Class Notional Amount as of the Cut-off Date (*i.e.*, the "Initial Class Notional Amount") as indicated in its respective definition herein.
2. The "Class Notional Amount" of each Class of Reference Tranche as of any Premium Payment Date is a notional amount equal to:
  - a. the Initial Class Notional Amount of such Class of Reference Tranche, *minus*
  - b. the aggregate amount of Senior Reduction Amounts and/or Subordinate Reduction Amounts allocated to such Class of Reference Tranche on such Premium Payment Date and all prior Premium Payment Dates, *minus*
  - c. the aggregate amount of Tranche Write-down Amounts allocated to reduce the Class Notional Amount of such Class of Reference Tranche on such Premium Payment Date and on all prior Premium Payment Dates, *plus*
  - d. the aggregate amount of Tranche Write-up Amounts allocated to increase the Class Notional Amount of such Class of Reference Tranche on such Premium Payment Date and on all prior Premium Payment Dates.
  - e. For the avoidance of doubt, no Tranche Write-up Amount or Tranche Write-down Amount will be applied twice on the same Premium Payment Date.

3. For any Premium Payment Date and for purposes of making calculations with respect to the hypothetical structure and the Reference Tranches, the reporting periods (each, a "Reporting Period") will be:
  - a. in the case of all principal collections, other than full prepayments, on the Reference Obligations, the period from and including the 16th day of the second calendar month preceding the calendar month in which such Premium Payment Date occurs to and including the 15th day of the calendar month immediately preceding the calendar month in which such Premium Payment Date occurs;
  - b. in the case of full principal prepayments on the Reference Obligations, in the case of determining loan modifications, Unconfirmed Underwriting Defects, Underwriting Defects, Unconfirmed Servicing Defects, Minor Servicing Defects or Major Servicing Defects, and in the case of determining Credit Events resulting from short sales being settled, from charge-offs, from a seriously delinquent Mortgage Note being sold prior to foreclosure, from the Mortgaged Property that secured the related Mortgage Note being sold to a third-party at a foreclosure sale, or from an REO disposition, the period from but excluding the 2<sup>nd</sup> Business Day of the calendar month immediately preceding the calendar month in which such Premium Payment Date occurs to and including the 2<sup>nd</sup> Business Day of the calendar month in which such Premium Payment Date occurs; and
  - c. in the case of determining delinquency status with respect to each Reference Obligation, the last day of the second calendar month preceding the calendar month in which such Premium Payment Date occurs.
4. Allocation of Tranche Write-down Amounts to the Reference Tranches

On each Premium Payment Date on or prior to the Termination Date, the Tranche Write-down Amount, if any, for that Premium Payment Date, will be allocated, *first*, to reduce any Overcollateralization Amount for such Premium Payment Date, until such Overcollateralization Amount is reduced to zero, and, *second*, to reduce the Class Notional Amount of each Class of Reference Tranche in the following order of priority, in each case until its Class Notional Amount is reduced to zero:

- a. *first*, to the Class B Reference Tranche, based on its Class Notional Amount immediately prior to such Premium Payment Date,
  - b. *second*, to the Class M-4 Reference Tranche, based on its Class Notional Amount immediately prior to such Premium Payment Date,
  - c. *third*, to the Class M-3 Reference Tranche, based on its Class Notional Amount immediately prior to such Premium Payment Date,
  - d. *fourth*, to the Class M-2 Reference Tranche, based on its Class Notional Amount immediately prior to such Premium Payment Date,
  - e. *fifth*, to the Class M-1 Reference Tranche, based on its Class Notional Amount immediately prior to such Premium Payment Date, and
  - f. *sixth*, to the Class A Reference Tranche, based on its Class Notional Amount immediately prior to such Premium Payment Date.
5. Allocation of Tranche Write-up Amounts to the Reference Tranches

On each Premium Payment Date on or prior to the Termination Date, the Tranche Write-up Amount, if any, for such Premium Payment Date will be allocated to

increase the Class Notional Amount of each Class of Reference Tranche in the following order of priority until the cumulative Tranche Write-up Amount allocated to each such Class of Reference Tranche is equal to the cumulative Tranche Write-down Amount previously allocated to such Class of Reference Tranche on or prior to such Premium Payment Date:


- a. *first*, to the Class A Reference Tranche, based on its Class Notional Amount immediately prior to such Premium Payment Date,
- b. *second*, to the Class M-1 Reference Tranche, based on its Class Notional Amount immediately prior to such Premium Payment Date,
- c. *third*, to the Class M-2 Reference Tranche, based on its Class Notional Amount immediately prior to such Premium Payment Date,
- d. *fourth*, to the Class M-3 Reference Tranche, based on its Class Notional Amount immediately prior to such Premium Payment Date,
- e. *fifth*, to the Class M-4 Reference Tranche, based on its Class Notional Amount immediately prior to such Premium Payment Date, and
- f. *sixth*, to the Class B Reference Tranche, based on its Class Notional Amount immediately prior to such Premium Payment Date.

To the extent that the Tranche Write-up Amount on any Premium Payment Date exceeds the Tranche Write-up Amount allocated on such Premium Payment Date pursuant to Articles VI(B)(5)(a) through (f), such excess (the "Write-up Excess") will be available as overcollateralization to offset any Tranche Write-down Amounts on future Premium Payment Dates prior to such Tranche Write-down Amounts being allocated to reduce the Class Notional Amounts of the Reference Tranches. On each Premium Payment Date, the "Overcollateralization Amount" equals (i) the aggregate amount of Write-up Excesses for such Premium Payment Date and all prior Premium Payment Dates, *minus* (ii) the aggregate amount of Write-up Excesses used to offset Tranche Write-down Amounts on all prior Premium Payment Dates. For the avoidance of doubt, the Overcollateralization Amount is intended to preserve a Tranche Write-up Amount that would result in the increase of a Reference Tranche above its Initial Class Notional Amount, but for the sole purpose of offsetting subsequent Tranche Write-down Amounts for that Reference Tranche. The Insured does not anticipate that Overcollateralization Amounts, if any, in this transaction will be significant.

6. Allocation of Senior Reduction Amount and Subordinate Reduction Amount to the Reference Tranches
  - a. On each Premium Payment Date on or prior to the Termination Date, after allocation of the Tranche Write-down Amount or Tranche Write-up Amount, if any, for such Premium Payment Date as described above, the Senior Reduction Amount will be allocated to reduce the Class Notional Amount of each Class of Reference Tranche in the following order of priority, in each case until its Class Notional Amount is reduced to zero:
    - i. *first*, to the Class A Reference Tranche, based on its Class Notional Amount immediately prior to such Premium Payment Date,
    - ii. *second*, to the Class M-1 Reference Tranche, based on its Class Notional Amount immediately prior to such Premium Payment Date,

- iii. *third*, to the Class M-2 Reference Tranche, based on its Class Notional Amount immediately prior to such Premium Payment Date,
  - iv. *fourth*, to the Class M-3 Reference Tranche, based on its Class Notional Amount immediately prior to such Premium Payment Date,
  - v. *fifth*, to the Class M-4 Reference Tranche, based on its Class Notional Amount immediately prior to such Premium Payment Date, and
  - vi. *sixth*, to the Class B Reference Tranche, based on its Class Notional Amount immediately prior to such Premium Payment Date.
- b. On each Premium Payment Date on or prior to the Termination Date, after allocation of the Senior Reduction Amount and the Tranche Write-down Amount or Tranche Write-up Amount, if any, for such Premium Payment Date as described above, the Subordinate Reduction Amount will be allocated to reduce the Class Notional Amount of each Class of Reference Tranche in the following order of priority, in each case until its Class Notional Amount is reduced to zero:
- i. *first*, to the Class M-1 Reference Tranche, based on its Class Notional Amount immediately prior to such Premium Payment Date,
  - ii. *second*, to the Class M-2 Reference Tranche, based on its Class Notional Amount immediately prior to such Premium Payment Date,
  - iii. *third*, to the Class M-3 Reference Tranche, based on its Class Notional Amount immediately prior to such Premium Payment Date,
  - iv. *fourth*, to the Class M-4 Reference Tranche, based on its Class Notional Amount immediately prior to such Premium Payment Date,
  - v. *fifth*, to the Class B Reference Tranche, based on its Class Notional Amount immediately prior to such Premium Payment Date, and
  - vi. *sixth*, to the Class A Reference Tranche, based on its Class Notional Amount immediately prior to such Premium Payment Date.

C. Premium Payments and Catch-Up Payment

1. 

2. With respect to the first Premium Payment Date and each Premium Payment Date thereafter, the Insured shall pay the Insurer a Premium in an amount that shall be calculated as the sum of subsections a. through d. as follows:
- a. For the Class M-1 Reference Tranche, the product of (i) the Class M-1 Reference Tranche Insured Percentage, (ii) the Class M-1 Annual Premium Rate, (iii) the



- Class Notional Amount of the Class M-1 Reference Tranche as of the immediately prior Premium Payment Date and (iv) the number of full calendar months between that Premium Payment Date and the immediately prior Premium Payment Date - divided by 12;
- b. For the Class M-2 Reference Tranche, the product of (i) the Class M-2 Reference Tranche Insured Percentage, (ii) the Class M-2 Annual Premium Rate, (iii) the Class Notional Amount of the Class M-2 Reference Tranche as of the immediately prior Premium Payment Date and (iv) the number of full calendar months between that Premium Payment Date and the immediately prior Premium Payment Date divided by 12;
  - c. For the Class M-3 Reference Tranche, the product of (i) the Class M-3 Reference Tranche Insured Percentage, (ii) the Class M-3 Annual Premium Rate, (iii) the Class Notional Amount of the Class M-3 Reference Tranche as of the immediately prior Premium Payment Date and (iv) the number of full calendar months between that Premium Payment Date and the immediately prior Premium Payment Date divided by 12; and
  - d. For the Class M-4 Reference Tranche, the product of (i) the Class M-4 Reference Tranche Insured Percentage, (ii) the Class M-4 Annual Premium Rate, (iii) the Class Notional Amount of the Class M-4 Reference Tranche as of the immediately prior Premium Payment Date and (iv) the number of full calendar months between that Premium Payment Date and the immediately prior Premium Payment Date divided by 12.
3. The Insured shall pay the Premium to the Insurer within twenty (20) Business Days following the Premium Payment Date of each month beginning in January 2017.

## VII. GENERAL CONDITIONS


- A. **Dispute Resolution; Venue.** Any dispute arising out of or in connection with this Policy shall be settled in a proceeding brought in the United States District Court for the Eastern District of Virginia. Each of the Insurer and the Insured irrevocably submits to the personal and in rem jurisdiction and venue of that Court for the Eastern District of Virginia for the purposes thereof and expressly waives any claim of lack of personal jurisdiction and improper venue and any claim that any such court is an inconvenient forum. The Insured and the Insurer hereby irrevocably consent to the service of process in such court in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the address provided to the parties in accordance with the Declarations page of this Policy, such service to become effective ten (10) days after such mailing. It is further agreed that service of process in any suit instituted against the Insurer or the Insured will be made upon the other party and that in any such suit the parties will abide by the final decision of such Virginia court, including any appellate court in the event of an appeal. Any award of money damages in such proceeding shall be consistent with the Policy Limit of Liability.
- B. **Assignment, Novation, or Transfer.** This Policy will be binding upon and inure to the benefit of the Insured and the Insurer and their respective successors and assigns; provided, however, that, subject to Article VII(D), this Policy may not be assigned, novated, or transferred, including any attempted transfer of rights and/or obligations under any U.S. or non-U.S. statute, legislation, or jurisprudence, by either the Insured or the Insurer, or as the result of the actions of a parent company or an affiliated entity of either, without the prior written consent of the other party. In the event of any assignment or transfer, the assignor or transferor will remain liable under this Policy and further guarantees the performance of all obligations of any assignee or transferee under this Policy. Notwithstanding the foregoing, the Insurer's consent shall not be required with respect to any merger, acquisition, consolidation or other similar transaction undertaken by any

Governmental Entity involving the Insured, and any such transaction shall not impact the coverage provided to the Insured under this Policy.

C. Cancellation.

1. The Insured may cancel this Policy on a cut-off basis, effective as of the Premium Payment Date of the month in which the cancellation notice is sent, upon the occurrence of any of the following:

- a. an insurance regulatory authority of a state of the United States or any other Governmental Entity (other than the Federal Housing Finance Agency) orders the Insurer to cease writing business or has imposed upon it any other restrictions on or conditions relating to the Insurer's license or conduct of business in any jurisdiction, and such restriction or condition applies to the business covered under this Policy;
- b. the Insurer becomes insolvent or is placed into receivership or liquidation (whether voluntary or involuntary), or there are instituted against it proceedings for the appointment of a receiver, liquidator, rehabilitator, conservator, trustee in bankruptcy, or other agent known by whatever name, to take possession of its assets or control of its operations;
- c. the Insurer announces intentions to cease all underwriting operations;
- d. the Insurer voluntarily ceases all underwriting operations;
- e. the Insurer reinsures all, or substantially all, of its liability under this Policy, other than to an affiliate of the Insurer as of the Effective Date; provided, however, that any such affiliate is a duly licensed insurance company that has authority to reinsure this Policy and has an official rating by [REDACTED]
- f. following any assignment, novation, or transfer of the Insurer's rights and/or obligations under this Policy without the consent of the Insured, including any such assignment, novation, or transfer imposed by any court or by any U.S. or non-U.S. statute, legislation, or jurisprudence;
- g. the Insurer, directly or through the actions of a parent company or an affiliated entity, invokes any U.S. or non-U.S. statute, legislation, or jurisprudence which purports to enable the Insurer to require the Insured to settle its liabilities, including any estimated or undetermined claims liabilities under this Policy, on an accelerated basis; provided, however, that this condition does not apply to any attempt to enforce a settlement of liabilities under a commutation process to which the parties have agreed;
- h. the Insurer has hired an unaffiliated run-off claims manager for the business covered hereunder that is compensated on a contingent basis or is otherwise provided with financial incentives based on the quantum of claims paid;
- i. upon a breach by the Insurer of any representations and warranties provided to the Insured in this Policy or a breach by the Insurer of any of its material obligations under this Policy; or
- j. upon a Credit Rating Downgrade [REDACTED]



The Insured shall give written notice to the Insurer stating the grounds for such action and when the cancellation shall be effective; provided, however, that (i) in the event of a Credit Rating Downgrade, the Insured must provide prior written notice to the Insurer of its intention to cancel within at least thirty (30) days following the later of (x) the date on which the Insured receives notice of such Credit Rating Downgrade from the Insurer and (y) the date on which such Credit Rating Downgrade takes effect; and (ii) in the event that the Insured intends to cancel this Policy pursuant to Article VII(C)(1)(i) based upon a breach by the Insurer of any representations and warranties provided to the Insured in this Policy or a breach by the Insurer of any of its material obligations under this Policy, (x) the Insured shall notify the Insurer in writing, and (y) the Insurer shall have thirty (30) days following the date on which the Insurer receives such notice to cure such breach, and if the Insurer fails to cure such breach within such thirty (30) day period, then this Policy shall terminate effective as of the end of such thirty (30) day period.

For the avoidance of doubt, pursuant to a cut-off cancellation, the Insurer shall receive Premium and will process any Claim filed for a Loss that is attributed to the Payment Date Statement associated with the Premium Payment Date in the month in which the Insured submits a cancellation notice to the Insurer, and the Insurer shall have no additional or outstanding obligations to the Insured following satisfaction of all Claims for Losses attributable to such Premium Payment Date.

2. In the event of a Credit Rating Downgrade, but only by Standard & Poor's or A.M. Best Company, the Insured may require that the Insurer deposit additional Eligible Assets into the Trust Account, as set forth in the Trust Agreement. The deposit of such additional Eligible Assets at the request of the Insured pursuant to this Article VII(C)(2) shall be in lieu of any cancellation permitted under Article VII(C)(1)(j).
3. Without derogating from the generality of Article VII(C)(1), the Insured may also cancel this Policy in its entirety if it determines at any time that the Insurer, any of its Principal

Shareholders or its direct or indirect subsidiaries, any director or officer of the Insurer or any of its Principal Shareholders or any of their direct or indirect subsidiaries, or any employee, agent, or affiliate of the Insurer or any of its Principal Shareholders or its direct or indirect subsidiaries is a Covered Person that is, or is owned or controlled by a Covered Person that is, (i) the target of any Sanctions, or (ii) located, organized, or resident in any country or territory that is, or whose government is, the target of Sanctions (currently, the Crimea Region of Ukraine, Cuba, Iran, North Korea, Sudan and Syria). The Insured shall give written notice to the Insurer stating the grounds for such action and when the cancellation shall be effective.

4. The Insured may also cancel this Policy in its entirety, in its sole discretion, by its exercise of the Early Redemption Option upon the provision of sixty (60) days' prior written notice to the Insurer, in which event the Insured shall pay the Insurer the Early Redemption Fee within twenty (20) Business Days of its exercise of the Early Redemption Option. Once the Insured provides written notice in accordance with the preceding sentence, the Insured shall not be permitted to revoke its election to exercise the Early Redemption Option. Cancellation shall be effective as of the Premium Payment Date on which the Insured exercises the Early Redemption Option.
  5. In addition, this Policy shall cancel automatically as of the Premium Payment Date on which the Class Notional Amount (without giving effect to any allocations of Tranche Write-down Amounts or Tranche Write-up Amounts on such Premium Payment Date and all prior Premium Payment Dates) on any of the Class M-1, Class M-2, Class M-3 or Class M-4 Reference Tranches, as applicable, become zero (\$0). In the event that the Class Notional Amount (without giving effect to any allocations of Tranche Write-down Amounts or Tranche Write-up Amounts on such Premium Payment Date and all prior Premium Payment Dates) on the Class M-1, Class M-2, Class M-3, or Class M-4 Reference Tranches becomes zero (\$0) only with respect to either the Class M-1 or Class M-2 or Class M-3 or Class M-4 Reference Tranche, then the coverage under the Policy shall only be canceled with respect to that Reference Tranche with respect to which the Class Notional Amount becomes zero (\$0), as applicable, but the coverage shall remain in place for the other Insured Tranche(s).
  6. No cancellation of this Policy is permitted by the Insurer, except in the event of non-payment of Premium, without prejudice to the Insurer's right to retain the Premium earned to the date of such termination or the parties' rights under Article V(E).
  7. This Policy may be cancelled by the Insurer in the event of non-payment of Premium by the Insured by sending written notice to the Insured stating when, not less than thirty (30) days thereafter, the cancellation shall be effective. Confirmation by the relevant courier of delivery of such notice shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the Termination Date, unless payment of the Premium is received by the Insurer prior to this specified date of cancellation, in which case this Policy shall continue in full force and effect.
  8. Cancellation in accordance with this Article VII(C) shall not prejudice any rights of or remedies available at law or in equity to the Insured or the Insurer existing prior to or on the effective date of such cancellation, including, but not limited to, the Insured's right to withhold Premium payment once it forms a reasonable belief that any Insurer representation or warranty has been breached.
  9. The Insurer shall notify the Insured in writing within five (5) days following the occurrence of any of the circumstances described in Article VII(C)(1) or (2).
- D. Insolvency of Insured. In the event of an insolvency of the Insured, and the appointment of a receiver, liquidator, administrator, trustee in bankruptcy or other Person to administer the estate of the Insured as a consequence of an insolvency, or appointment of a statutory successor to the

Insured, the coverage afforded by this Policy shall be payable by the Insurer directly to such receiver, liquidator, administrator, trustee in bankruptcy or other Person appointed to administer the estate of the Insured as a consequence of insolvency, or such statutory successor, on the basis of the liability of the Insurer as provided in this Policy and without diminution because of the insolvency. No insolvency of the Insured and no act of any conservator, receiver, liquidator, administrator, trustee in bankruptcy or other Person administering the estate of the Insured as a consequence of an insolvency, or of any statutory successor, shall cause any liability of the Insurer hereunder to become due earlier or for a higher amount than would have been the case if such insolvency had not occurred or if such act had not been committed.

- E. Changes. After issuance of this Policy, the Insured and the Insurer agree not to change any terms of this Policy or the exhibits thereto, unless agreed to by the Insured and the Insurer and attached to this Policy by written endorsement thereto.
- F. Acceleration. The Insurer's liability to pay a Covered Amount to the Insured shall be based only on the original Premium Payment Dates as set forth in this Policy. Any acceleration of the Premium Payment Dates shall not give rise to a corresponding acceleration of the Insurer's obligation to pay Covered Amounts hereunder.
- G. Interpretation. All headings in this Policy are for convenience only and shall not be used in interpreting the language of this Policy.
- H. Notice and Communications. All notices to the Insurer under any provision of this Policy shall be sent by electronic mail to the e-mail address indicated in Item 2 of the Declarations, with a copy of each such notice sent in writing and given by prepaid express courier, certified mail or fax, to the place and/or fax number indicated in Item 2 of the Declarations.

All notices to the Insured under any provision of this Policy shall be in writing and given by prepaid express courier, certified mail or fax, to the place and/or the fax number indicated in Item 1 of the Declarations.

Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee or any Business Day following the date such notice is sent, whichever is earlier.

Notwithstanding the above, Proofs of Loss under this Policy shall be sent by electronic mail, prepaid express courier, certified mail or fax to the Insurer at the above address.

- I. Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Policy shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- J. Other Insurance. If the Insured has any bond or policy of insurance which would cover a Loss in whole or in part in the absence of this Policy, then such other coverage shall be primary to that afforded under this Policy, which shall apply according to its terms after the limit for that bond or policy for that Claim has been exhausted. For the avoidance of doubt, coverage under this Policy does not constitute duplicate insurance with respect to any mortgage guaranty or hazard insurance, but this excess coverage provision shall apply in the event that it is ever so construed.
- K. Premium and Tax Reporting; Early Redemption Fee; U.S. Foreign Account Tax Compliance Act ("FATCA"). The Premium and any Early Redemption Fee amount(s) specified in Item 9 of the Declarations are due and payable as specified in Item 9 of the Declarations. The Premium

payable upon issuance of this Policy and payable upon each Premium Payment Date is non-refundable.

The Insurer shall be responsible for filing any excise tax returns and paying any excise taxes due on any Premiums and on any Early Redemption Fee. Notwithstanding any provision in this Policy to the contrary:

1. All Premium and any Early Redemption Fee paid shall be subject to any withholding or deduction imposed on such Premium and any Early Redemption Fee payment pursuant to or on account of FATCA, and no additional payment shall be required from the Insured, nor any Premium and any Early Redemption Fee payment be increased on account of any such withholding or deduction. Except as provided in Article VII(K)(2), the Insured shall not be required to indemnify the Insurer on account of any loss, liability or cost imposed as a result of or otherwise arising from such withholding or deduction relating to FATCA.
  2. If the Insured is required to make any deduction or withholding pursuant to or on account of FATCA and the Insured does not so deduct or withhold and a liability resulting from such failure to withhold or deduct is assessed directly against the Insured, then the Insurer will indemnify the Insured therefor and promptly pay to the Insured the amount of such liability. The Insurer's indemnification obligation hereunder shall include any related liability for interest and shall include any related liability for penalties.
  3. Any representation or warranty made by the Insurer with respect to any withholding or deduction being or not being applicable to Premium payments hereunder shall be deemed not to be made in respect of any withholding or deduction imposed pursuant to or on account of FATCA.
  4. Upon execution of this Policy, the Insurer agrees to deliver to the Insured IRS Form W-9 or applicable IRS Form W-8. In addition, the Insurer agrees to deliver any forms or documentation or information reasonably requested in writing by the Insured in order for the Insured to comply with its obligations under FATCA with respect to this Policy, including, for the avoidance of doubt, any document establishing the Insurer's status under FATCA and any waiver that may be required to permit reporting of any "financial account" as defined under FATCA. The Insurer agrees to provide an updated and applicable IRS Form W-9 or W-8 if there is a change in its circumstances.
- L. No Confidentiality. Either party may (1) disclose, publish or otherwise make a redacted version of this Policy publicly available without the consent of the other party; provided, however, that the Insured shall determine, in its sole discretion, which information must be redacted from this Policy prior to this Policy being made publicly available; provided, further, that the Insured shall not disclose the policy number of this Policy or the Insurer's name, jurisdiction or allocation under this Policy without the Insurer's prior written consent, and (2) disclose, without limitation of any kind, the tax treatment and tax structure relating to this Policy, any fact that may be relevant to understanding the tax treatment or structure of this Policy, and all materials of any kind relating to such tax treatment or structure that may be relevant to understanding such tax treatment or structure.
- M. Public Announcements. The party drafting any news release or other public announcement or communication shall provide the other party reasonable advance notice and reasonable time to review and comment upon a draft of such news release or other public announcement or communication; provided, however, that prior to disclosure of this Policy as permitted under Article VII(L), this Article VII(M) shall not apply to a news release or other public announcement or communication that refers to this Policy in an incidental manner and does not include any material details regarding this Policy or the parties hereto.

- N. **Governing Law.** This Policy and any dispute, controversy or claim arising out of or relating to this Policy (except with respect to the Trust Agreement or insolvency of the Insurer), shall be governed by [REDACTED]. The parties (i) acknowledge that they have selected [REDACTED] to promote the parties' mutual commercial goals and (ii) waive the application of non-Delaware law notwithstanding that the effect of provisions of this Policy under [REDACTED] may be inconsistent with the effect of such provisions under the law or public policy of another jurisdiction. For the avoidance of doubt, (a) any dispute, controversy or claim directly related to the Trust Agreement shall be governed by the terms and conditions of the Trust Agreement, including the choice of law provision set forth therein, and (b) the insolvency of the Insurer will be governed by [REDACTED].
- O. **Severability.** Each of the provisions of this Policy are severable and distinct from the others, and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Policy shall not in any way be affected or impaired thereby.
- P. **Counterparts.** This Policy may be in any number of counterparts and signed by each party on separate counterparts, each of which, when so executed shall be deemed to be an original, and all such counterparts shall constitute but one and the same instrument. The exchange of copies of this Policy and of signature pages by facsimile transmission or electronic mail shall constitute effective execution and delivery of this Policy as to the parties and may be used in lieu of the original for all purposes. Signatures of parties transmitted by facsimile or electronic mail shall be deemed to be their original signatures for any purpose whatsoever.
- Q. **No Third Party Beneficiaries.** Except as expressly provided herein, this Policy is made solely for the benefit of the Parties hereto. No provision of this Policy, whether express or implied, is intended to or shall confer on any Person other than the Parties any right, benefit, interest or remedy of any nature whatsoever under or by reason of this Policy. For the avoidance of doubt, no primary mortgage insurer shall under any circumstances be a third party beneficiary under this Policy.
- R. **Entire Agreement.** This Policy (including all exhibits hereto) constitutes the entire agreement between the Insured and the Insurer, and supersedes all prior agreements and understandings, both written and oral, among the Insured and the Insurer with respect to the subject matter of this Policy and the coverage provided hereunder.
- S. **In any reinsurance treaty executed between the Insurer and a reinsurer with respect to the risks assumed under this Policy by the Insurer, to the extent required by the Insured on or prior to the Effective Date, the Insurer shall include provisions substantially similar to the provisions of this Article VII (A),(B),(C)(1) & (2),(D),(E),(I),(M),(N),(O) and (P).**

## VIII. DEFINITIONS

Except as otherwise defined in this Policy or in any endorsement or exhibit to this Policy, the definition of terms and phrases contained in this Policy and any endorsements to this Policy will be as set forth below.

1. "Accounting Net Yield" with respect to each Premium Payment Date and any Reference Obligation, means the related mortgage rate less the related servicing fee rate.
2. "Annual Premium Rate" means the rate of Premium, expressed as a percentage, corresponding to each Reference Tranche specified in Item 9 of the Declarations.
3. "Applicable Law" means any applicable order, law, statute, regulation, license, rule, ordinance, writ, injunction, directive, judgment, decree, principle of common law, constitution or treaty enacted, promulgated, issued, enforced or entered by any Governmental Entity, including any

amendments thereto that may be adopted from time to time; provided, however, that for purposes of the Insurer's compliance with Article III(H), under no circumstances shall this definition confer or be deemed to confer in, on or to the Insured any right to enact, promulgate, issue, enforce or enter any order, law, statute, regulation, license, rule, ordinance, writ, injunction, directive, judgment, decree, principle of common law, constitution or treaty.

4. "Assets" has the meaning set forth in the Trust Agreement.
5. [REDACTED].
6. "Business Day" means a day other than (i) a Saturday or Sunday or (ii) a day on which the offices of the Insurer, Insured, the corporate trust offices of the Calculation Agent (located as of the Effective Date at 1 Federal Street, 3rd Floor, Boston, Massachusetts 02110), or the banking institutions in the city of New York or [REDACTED] are authorized or obligated by law or executive order to be closed.
7. "Calculation Agent" means U.S. Bank National Association ("U.S. Bank"), or any such successor entity.
8. "Catch-Up Payment" has the meaning set forth in Article VI(C)(1).
9. "Claim" means that claim for the recovery of the Covered Amount that is filed by the Insured against the Insurer pursuant to the terms of this Policy by means of a Proof of Loss.
10. "Class" means a class of Reference Tranche.
11. "Class A Reference Tranche" means a Reference Tranche associated with the Reference Pool with an Initial Subordination and Credit Enhancement of 2.15% in respect of the Reference Pool and a Class Notional Amount as of the Cut-off Date of \$15,487,246,796.00.
12. "Class B Reference Tranche" means a Reference Tranche associated with the Reference Pool, with an Initial Class Notional Amount of \$23,741,308.00, and has an Initial Subordination and Credit Enhancement of 0.00% in respect of the Reference Pool.
13. "Class M-1 Reference Tranche" means a Reference Tranche associated with the Reference Pool, with an Initial Class Notional Amount of \$39,568,847.00, and has an Initial Subordination and Credit Enhancement of 1.90% in respect of the Reference Pool.
14. "Class M-2 Reference Tranche" means a Reference Tranche associated with the Reference Pool, with an Initial Class Notional Amount of \$94,965,233.00, and has an Initial Subordination and Credit Enhancement of 1.30% in respect of the Reference Pool.
15. "Class M-3 Reference Tranche" means a Reference Tranche associated with the Reference Pool, with an Initial Class Notional Amount of \$134,534,080.00, and has an Initial Subordination and Credit Enhancement of 0.45% in respect of the Reference Pool.
16. "Class M-4 Reference Tranche" means a Reference Tranche associated with the Reference Pool, with an Initial Class Notional Amount of \$47,482,617.00, and has an Initial Subordination and Credit Enhancement of 0.15% in respect of the Reference Pool.
17. "Class Notional Amount" means the notional amount associated with each Class of Reference Tranche, adjusted in accordance with Article VI(B). The Initial Class Notional Amount associated with each Class of Reference Tranche is set forth in the definition for each such Class of Reference Tranche.
18. "Collateral Calculation Date" means the last Business Day of each calendar month, and which date is used to determine the Outstanding Collateral Amount and the Security Amount.



19. "Collateral Requirement" means that certain percentage established in accordance with the Trust Agreement and used to determine the amount of Eligible Assets the Insurer is required to deposit into the Trust Account in order to collateralize the Insurer's claims payment obligations hereunder, which such percentage is subject to change based on changes in certain financial strength ratings of the Insurer, all as established in accordance with the Trust Agreement.
20. "Covered Amount" means, with respect to a Loss, the amount set forth in Article I.
21. "Credit Event" means, with respect to any Premium Payment Date on or before the Termination Date and any Reference Obligation, the first to occur of any of the following events with respect to such Reference Obligation being reported by the applicable servicer to the Insured during the related Reporting Period: (i) a short sale is settled, (ii) a seriously delinquent Mortgage Note is sold prior to foreclosure, (iii) the Mortgaged Property that secured the related Mortgage Note is sold to a third party at a foreclosure sale, (iv) an REO disposition occurs, or (v) the related Mortgage Note is charged off. With respect to any Credit Event Reference Obligation, there can only be one occurrence of a Credit Event; provided, however, that one additional separate Credit Event can occur with respect to each instance of such Credit Event Reference Obligation becoming a Reversed Credit Event Reference Obligation.
22. "Credit Event Amount" means, with respect to any Premium Payment Date, the aggregate amount of the Credit Event UPBs of all Credit Event Reference Obligations for the related Reporting Period.
23. "Credit Event Net Gain" with respect to any Credit Event Reference Obligation, means an amount equal to the excess, if any, of:
- (a) the related Net Liquidation Proceeds; over
  - (b) the sum of:
    - (i) the related Credit Event UPB;
    - (ii) the total amount of prior principal forgiveness modifications, if any, on the related Credit Event Reference Obligation; and
    - (iii) delinquent accrued interest thereon, calculated at the related Current Accrual Rate from the related last paid interest date through the date the Insured determines such Reference Obligation has been reported as a Credit Event Reference Obligation.
24. "Credit Event Net Loss" with respect to any Credit Event Reference Obligation, means an amount equal to the excess, if any, of:
- (a) the sum of:
    - (i) the related Credit Event UPB;
    - (ii) the total amount of prior principal forgiveness modifications, if any, on the related Credit Event Reference Obligation; and
    - (iii) delinquent accrued interest thereon, calculated at the related Current Accrual Rate from the related last paid interest date through the date the Insured determines such Reference Obligation has been reported as a Credit Event Reference Obligation, over
  - (b) the related Net Liquidation Proceeds.
25. "Credit Event Reference Obligation" means, with respect to any Premium Payment Date, any Reference Obligation with respect to which a Credit Event has occurred.
26. "Credit Event UPB" means, with respect to any Credit Event Reference Obligation, the UPB thereof as of the end of the Reporting Period related to the Premium Payment Date on which it became a Credit Event Reference Obligation.

27. "Credit Rating Downgrade" has the meaning set forth in Article VII(C)(1).
28. "Current Accrual Rate" with respect to each Premium Payment Date and any Reference Obligation, means the lesser of (i) the related current Accounting Net Yield; and (ii) the related current mortgage rate thereon (as adjusted for any modifications) minus 0.35%.
29. "Cut-off Date" has the meaning set forth in Item 4 of the Declarations.
30. "Cut-off Date Balance" has the meaning set forth in Item 5 of the Declarations.
31. "Department" has the meaning set forth in Article III(B).
32. "Early Redemption Fee" has the meaning set forth in the Declarations.
33. "Early Redemption Option" means the option held by the Insured to cancel this Policy on a cut-off basis on or following the Premium Payment Date that is sixty (60) months after the Effective Date.
34. "Effective Date" has the meaning set forth in the Declarations.
35. "Eligibility Criteria" has the meaning set forth in Article VI(A)(2).
36. "Eligible Assets" has the meaning set forth in the Trust Agreement.
37. "First Premium Payment" has the meaning set forth in Article VI(C)(1).
38. "Governmental Entity" means any foreign, domestic, federal, territorial, state or local governmental or independent regulatory authority, quasi-governmental authority, instrumentality, court or government, self-regulatory organization, commission, tribunal or organization or any political or other subdivision, department, branch or representative of any of the foregoing, and shall include [REDACTED] in its role as regulator (and, as applicable, rehabilitator or any like role) of the Insurer.
39. "Guide" means Freddie Mac Single Family Seller/Servicer Guide.
40. "Initial Class Notional Amount" has the meaning set forth in Article VI(B)(1).
41. "Initial Subordination and Credit Enhancement" means, in respect of a Class or Classes of Reference Tranches, an amount equal to the percentage of the Cut-off Date Balance of the Reference Pool represented by the aggregate Initial Class Notional Amount of the Class or Classes of Reference Tranches subordinate to the subject Class or Classes of Reference Tranches.
42. [REDACTED]
43. "Insurance Application" means the document provided by the Insured to the Insurer prior to the Policy Period, as set forth in Exhibit C.
44. "Insured" means the entity named in Item 1 of the Declarations.
45. "Insured Percentage" means the percentage of coverage corresponding to each Reference Tranche specified in Item 8 of the Declarations.
46. "Insured Tranche" means either the Class M-1 Reference Tranche or the Class M-2 Reference Tranche or the Class M-3 Reference Tranche or the Class M-4 Reference Tranche (and together, the "Insured Tranches").
47. "Insurer" means the entity named in Item 2 of the Declarations.

48. "Knowledge", "Knowing" or "Known" means actual knowledge, after performing diligent inquiry.
49. "Liquidation Proceeds" means, with respect to any Credit Event Reference Obligation, all cash amounts (including sales proceeds, net of selling expenses), received in connection with the liquidation of the Credit Event Reference Obligation.
50. "Loss" has the meaning set forth in Article I.
51. "Major Servicing Defect" means with respect to each Premium Payment Date and any Reference Obligation for which the Insured has determined the existence of an Unconfirmed Servicing Defect, the occurrence of any of the following:
- (a) the related servicer repurchased such Reference Obligation or made the Insured whole resulting in a full recovery of losses incurred ("Make-whole") during the related Reporting Period;
  - (b) the party responsible for the representations and warranties and/or servicing obligations or liabilities with respect to the Reference Obligation becomes subject to a bankruptcy, an insolvency proceeding or a receivership; or
  - (c) inappropriate cancellation of the mortgage insurance policy.

Reference Obligations covered under servicing settlements will not result in Major Servicing Defects, excluding Reference Obligations for which (c) above applies.

52. "Managing Agent" means any agent appointed or established by the Insurer to which any Insurer duty or obligation hereunder (including any as may relate to risk underwriting, premium or claims administration or processing) is outsourced and/or delegated pursuant to a managing general underwriter agreement, managing general agent agreement or other similar arrangement.
53. "Material" as used in connection with the Insurance Application means information that a reasonable Person in the position of the Insurer would require to properly evaluate the risk associated with this Policy.
54. "Maturity Date" means the Premium Payment Date in May 2024.
55. "Minimum Credit Enhancement Test" means, with respect to any Premium Payment Date, a test that will be satisfied if the Subordinate Percentage is greater than or equal to 2.35%.
56. "Minor Servicing Defect" means with respect to each Premium Payment Date and any Reference Obligation for which the Insured has determined the existence of an Unconfirmed Servicing Defect, the occurrence of a remedy, other than by repurchase or Make-whole (as defined above) that is mutually agreed upon by both the Insured and the related servicer that results in a recovery of the damages sustained by the Insured on such Reference Obligation as a result of the Unconfirmed Servicing Defect.

No Reference Obligation will be removed from the Reference Pool as a result of the determination of a Minor Servicing Defect, and any such Reference Obligation will remain eligible to become subject to an Underwriting Defect or Major Servicing Defect.

57. "Modification Event" means, with respect to any Reference Obligation, a forbearance or mortgage rate modification relating to such Reference Obligation.
58. "Modification Excess" means, with respect to each Premium Payment Date and any Reference Obligation that has experienced a Modification Event, the excess, if any, of:
- (a) one-twelfth of the Current Accrual Rate multiplied by the interest bearing UPB of such Reference Obligation; over

- (b) one-twelfth of the Original Accrual Rate multiplied by the UPB of such Reference Obligation.
59. "Modification Gain Amount" means, with respect to each Premium Payment Date, the excess, if any, of the aggregate Modification Excess over the aggregate Modification Shortfall for such Premium Payment Date.
60. "Modification Loss Amount" means, with respect to each Premium Payment Date, the excess, if any, of the aggregate Modification Shortfall over the aggregate Modification Excess for such Premium Payment Date.
61. "Modification Shortfall" means, with respect to each Premium Payment Date and any Reference Obligation that has experienced a Modification Event, the excess, if any, of:
- (a) one-twelfth of the Original Accrual Rate multiplied by the UPB of such Reference Obligation; over
- (b) one-twelfth of the Current Accrual Rate multiplied by the interest bearing UPB of such Reference Obligation.
62. "Mortgage Insurance Credit Amount" means with respect to each Premium Payment Date and any Credit Event Reference Obligation, the amount that the Insured reports is payable under any effective mortgage insurance policy relating to such Credit Event Reference Obligation; provided, that such Mortgage Insurance Credit Amount will be limited to the amount that would be necessary to reduce to zero any Credit Event Net Gain and Credit Event Net Loss (in each case as calculated after taking into account any subsequent losses on such Credit Event Reference Obligation as contemplated under clause (c) of the definition of Principal Loss Amount and any subsequent recoveries on such Credit Event Reference Obligation as contemplated under clause (b) of the definition of Principal Recovery Amount) that would otherwise result for such Credit Event Reference Obligation on such Payment Date. If it is subsequently determined that the Mortgage Insurance Credit Amount with respect to any previous Premium Payment Date should have been a different amount based upon additional information received by the Insured after such Premium Payment Date, such difference will be treated as a subsequent loss under clause (c) of the definition of Principal Loss Amount (if the amount should have been lower) or a subsequent recovery under clause (b) of the definition of Principal Recovery Amount (if the amount should have been higher or if the Mortgage Insurance Credit Amount was limited pursuant to the proviso of the immediately preceding sentence and the amount actually received by the Insured pursuant to the related mortgage insurance policy was greater than such limited amount, such difference will be so treated as a subsequent recovery), as described under Article VI(B)(5). Any Mortgage Insurance Credit Amount reported by the Insured will be included as a component of Net Liquidation Proceeds irrespective of the Insured's receipt of such amounts from the related mortgage insurance company. The Mortgage Insurance Credit Amount will not be reduced or otherwise affected irrespective of (i) any insolvency of the related mortgage insurance company or (ii) any settlement or agreement between the Insured and the related mortgage insurance company resulting in the reduction in a claim payment or the commutation or cancellation of coverage under the related mortgage insurance policy. For the avoidance of doubt, clause (ii) in the immediately preceding sentence excludes settlements or agreements related to the transfer of a Mortgage Note to a third-party. The Mortgage Insurance Credit Amount with respect to any Reference Obligation will be deemed to be zero in the event that the related Mortgage Note is transferred to a third party. In such event, any proceeds received from the related mortgage insurance company in connection with the commutation or cancellation of mortgage insurance for any related Mortgage Note with an effective mortgage insurance policy will be included as a component of Liquidation Proceeds.
63. "Mortgage Loan" means a residential mortgage loan evidenced by a Mortgage Note secured by a first mortgage, deed of trust or similar security instrument on a residential property.
64. "Mortgage Note" means a promissory note or other similar evidence of indebtedness.

65. "Mortgaged Property" means residential properties consisting of one- to four-family dwelling units, townhouses, individual condominium units, individual units in planned unit developments, individual cooperative units or manufactured homes.
66. "Mortgagor" means the Person who is named as the mortgagor on the Mortgage Note.
67. "Net Liquidation Proceeds" means, with respect to each Premium Payment Date and any Credit Event Reference Obligation, the sum of the related Liquidation Proceeds, any Mortgage Insurance Credit Amount, and any proceeds received from the related servicer in connection with a Minor Servicing Defect (except for those included in Modification Excess), less related expenses, credits and reimbursement of advances: including, but not limited to, taxes and insurance, legal costs, maintenance and preservation costs; provided, however, to the extent that any such proceeds are received in connection with a Minor Servicing Defect resulting from a servicer's mishandling of a mortgage insurance claim, such proceeds will not be included in the Net Liquidation Proceeds.
68. "Original Accrual Rate" means, with respect to each Premium Payment Date and any Reference Obligation, the lesser of (i) the related Accounting Net Yield as of the Cut-off Date; and (ii) the related mortgage rate as of the Cut-off Date minus 0.35%.
69. "Origination Rep and Warranty/Servicing Breach Settlement" means any settlement (which settlement only relates to claims arising from breaches of origination/selling representations and warranties or breaches of servicing obligations) that the Insured enters into with a seller or servicer in lieu of requiring such seller or servicer to repurchase a specified pool of Mortgage Loans that include, among others, one or more Reference Obligations, as a result of breaches of origination/selling representations or warranties or as a result of breaches of servicing obligations whereby the Insured has received the agreed-upon settlement proceeds from such seller or servicer. For the avoidance of doubt, any Origination Rep and Warranty/Servicing Breach Settlement will only relate to breaches of either (i) origination/selling representations and warranties or (ii) servicing obligations, but not both.
70. "Origination Rep and Warranty/Servicing Breach Settlement Amount" means with respect to the Premium Payment Date in the calendar month after the calendar month in which an Origination Rep and Warranty/Servicing Breach Settlement occurs, the lesser of:
- (a) the aggregate amount of Credit Event Net Losses of the Origination Rep and Warranty/Servicing Breach Settlement Reference Obligations for such Premium Payment Date and all prior Premium Payment Dates, less the aggregate amount of Credit Event Net Losses of the Origination Rep and Warranty/Servicing Breach Settlement Reference Obligations that were Reversed Credit Event Reference Obligations for such Premium Payment Date and all prior Premium Payment Dates; and
  - (b) the Origination Rep and Warranty/Servicing Breach Settlement Loan Allocation Amount (Cap); and
- with respect to each Premium Payment Date thereafter, the lesser of:
- (c) the aggregate amount of Credit Event Net Losses of the Origination Rep and Warranty/Servicing Breach Settlement Reference Obligations for such Premium Payment Date; and
  - (d) the maximum of:
    - (i) zero; and
    - (ii) the Origination Rep and Warranty/Servicing Breach Settlement Loan Allocation Amount (Cap), less the Origination Rep and Warranty/Servicing Breach Settlement Amount for all prior Premium Payment Dates.

71. "Origination Rep and Warranty/Servicing Breach Settlement Loan Allocation Amount (Cap)" means with respect to any Origination Rep and Warranty/Servicing Breach Settlement, an amount equal to the greater of (A) zero or (B)(1) the product of (a) the settlement proceeds received by the Insured in connection with such Origination Rep and Warranty/Servicing Breach Settlement and (b) the percentage expressed as a fraction, (i) the numerator of which is the sum of the original UPB of such Origination Rep and Warranty/Servicing Breach Settlement Reference Obligations that the Insured identified as having (x) Underwriting Defects or Unconfirmed Underwriting Defects or (y) Major Servicing Defects, as applicable, through the related Origination Rep and Warranty/Servicing Breach Settlement date, and (ii) the denominator of which is the sum of the original UPB for all the Mortgage Loans (including, among others, Origination Rep and Warranty/Servicing Breach Settlement Reference Obligations) covered by such Origination Rep and Warranty/Servicing Breach Settlement that the Insured identified as having (x) Underwriting Defects or Unconfirmed Underwriting Defects or (y) Major Servicing Defects, as applicable, through the related Origination Rep and Warranty/Servicing Breach Settlement date minus (2) the aggregate amount of unreimbursed Credit Event Net Losses on such Origination Rep and Warranty/Servicing Breach Settlement Reference Obligations that the Insured identified as having Underwriting Defects or Major Servicing Defects, as applicable, through the related Origination Rep and Warranty /Servicing Breach Settlement date (exclusive of the related settlement proceeds).
72. "Origination Rep and Warranty/Servicing Breach Settlement Reference Obligations" mean the Reference Obligations (including Credit Event Reference Obligations) that are covered by an Origination Rep and Warranty/Servicing Breach Settlement.
73. "Outstanding Collateral Amount" means, as of the applicable Collateral Calculation Date, the aggregate fair market value of the Eligible Assets held in the Trust Account with respect to this Policy.
74. "Overcollateralization Amount" has the meaning set forth in Article VI(B)(5).
75. "Payment Date Statement" means the monthly report prepared by the Calculation Agent, as set forth in Exhibit A.
76. "Person" means any natural person, corporation, limited partnership, general partnership, association, company, limited liability company, trust, business trust, statutory trust, trustee, Governmental Entity or other organization, whether or not a legal entity.
77. "Policy Limit of Liability" means the amount set forth in Item 7 of the Declarations as the maximum amount payable for all Covered Amounts under this Policy.
78. "Policy Period" means the period beginning with the Effective Date and ending on the Termination Date.
79. "Premium" means the amounts payable from the Insured to the Insurer, as set forth in Item 9 of the Declarations.
80. "Premium Payment Date" means the twenty-fifth (25th) day of each month (or, if such day is not a Business Day, then on the next succeeding Business Day).
81. "Principal Loss Amount" with respect to each Premium Payment Date, means the sum of:
- (a) the aggregate amount of Credit Event Net Losses for all Credit Event Reference Obligations for the related Reporting Period;
  - (b) the aggregate amount of court-approved principal reductions (i.e., "cramdowns") on the Reference Obligations in the related Reporting Period;

- (c) subsequent losses on any Reference Obligation that became a Credit Event Reference Obligation on a prior Premium Payment Date; and
  - (d) the Modification Loss Amount.
82. "Principal Recovery Amount" with respect to each Premium Payment Date, means the sum of:
- (a) the aggregate amount of Credit Event Net Losses for all Reversed Credit Event Reference Obligations for the related Reporting Period;
  - (b) subsequent recoveries on any Reference Obligation that became a Credit Event Reference Obligation on a prior Premium Payment Date;
  - (c) the aggregate amount of the Credit Event Net Gains of all Credit Event Reference Obligations for the related Reporting Period;
  - (d) the Origination Rep and Warranty/Service Breach Settlement Amount for such Premium Payment Date;
  - (e) the Projected Recovery Amount; and
  - (f) the Modification Gain Amount.
83. "Projected Recovery Amount" means the fair value of the estimated amount of subsequent recoveries on the Credit Event Reference Obligations as determined solely by the Insured on the Termination Date. The Projected Recovery Amount will be included in the Principal Recovery Amount on the Termination Date.
84. "Proof of Loss" means the Insured's executed notice of Claim and proof of Loss, substantially in the Form of Exhibit B.
85. "Recovery Principal" means with respect to any Premium Payment Date the sum of:
- (a) the excess, if any, of the Credit Event Amount for such Premium Payment Date, *over* the Tranche Write-down Amount for such Premium Payment Date; and
  - (b) the Tranche Write-up Amount for such Premium Payment Date.
86. "Reference Obligation" has the meaning set forth in Article VI(A)(1).
87. "Reference Pool" has the meaning set forth in Article VI(A)(1).
88. "Reference Pool Removal" has the meaning set forth in Article VI(A)(3).
89. "Reference Tranche" has the meaning set forth in Article VI(B)(1).
90. "Reference Transaction" has the meaning assigned in Item 3 of the Declarations.
91. "REO" means real estate owned, as the term is commonly understood in the mortgage industry.
92. "Reporting Period" has the meaning set forth in Article VI(B)(3).
93. "Reversed Credit Event Reference Obligation" means, with respect to any Premium Payment Date, a Reference Obligation formerly in the Reference Pool that became a Credit Event Reference Obligation in a prior Reporting Period that is found in the related Reporting Period, through the Insured's quality control process, to have an Underwriting Defect, Major Servicing Defect or a data correction that invalidates the previously determined Credit Event.
94. "Scheduled Principal" means, with respect to any Premium Payment Date, the sum of all monthly scheduled payments of principal due (whether with respect to the related Reporting Period or any prior Reporting Period) on the Reference Obligations in the Reference Pool and collected by the Insured during the related Reporting Period.

95. "Security Amount" means, as of the applicable Collateral Calculation Date, an amount equal to:

- (a) The product of the (i) Insured Percentage for the Class M-1 Reference Tranche, (ii) applicable Collateral Requirement as of such date as set forth in Section 1 of the applicable trust supplement, and (iii) then-remaining Class Notional Amount as of such date for the Class M-1 Reference Tranche; plus
- (b) The product of the (i) Insured Percentage for the Class M-2 Reference Tranche, (ii) applicable Collateral Requirement as of such date as set forth in Section 1 of the applicable trust supplement, and (iii) then-remaining Class Notional Amount as of such date for the Class M-2 Reference Tranche; plus
- (c) The product of the (i) Insured Percentage for the Class M-3 Reference Tranche, (ii) applicable Collateral Requirement as of such date as set forth in Section 1 of the applicable trust supplement, and (iii) then-remaining Class Notional Amount as of such date for the Class M-3 Reference Tranche; plus
- (d) The product of the (i) Insured Percentage for the Class M-4 Reference Tranche, (ii) applicable Collateral Requirement as of such date as set forth in Section 1 of the applicable trust supplement, and (iii) then-remaining Class Notional Amount as of such date for the Class M-4 Reference Tranche.

96. "Senior Percentage" means, with respect to any Premium Payment Date, the percentage equivalent of a fraction, the numerator of which is the Class Notional Amount of the Class A Reference Tranche immediately prior to such Premium Payment Date and the denominator of which is the aggregate UPB of the Reference Obligations in the Reference Pool at the end of the previous Reporting Period.

97. "Senior Reduction Amount" means, with respect to any Premium Payment Date, either:

- (a) if the Minimum Credit Enhancement Test is not satisfied, the sum of:
  - (i) 100% of the Scheduled Principal for such Premium Payment Date;
  - (ii) 100% of the Unscheduled Principal for such Premium Payment Date; and
  - (iii) 100% of the Recovery Principal for such Premium Payment Date; or
- (b) if the Minimum Credit Enhancement Test is satisfied, the sum of:
  - (i) the Senior Percentage of the Scheduled Principal for such Premium Payment Date;
  - (ii) the Senior Percentage of the Unscheduled Principal for such Premium Payment Date; and
  - (iii) 100% of the Recovery Principal for such Premium Payment Date.

98. "Subordinate Percentage" means, with respect to any Premium Payment Date, the percentage equal to 100% minus the Senior Percentage for such Premium Payment Date.

99. "Subordinate Reduction Amount" means, with respect to any Premium Payment Date, the sum of the Scheduled Principal, Unscheduled Principal and Recovery Principal for such Premium Payment Date, less the Senior Reduction Amount.

100. "Termination Date" means the earliest of (i) the Maturity Date, (ii) the date on which any cancellation under Article VII(C) takes effect, or (iii) the date on which the full benefit of the insurance coverage provided by this Policy has been fulfilled.



101. "TOB" means terms of business the Insured negotiates with its sellers and servicers from time to time which may amend, waive or otherwise alter certain terms of the Guide.
102. "Tranche Write-down Amount" means, with respect to each Premium Payment Date, the excess, if any, of the Principal Loss Amount for such Premium Payment Date over the Principal Recovery Amount for such Premium Payment Date. With respect to each Premium Payment Date, the Class Notional Amount for the Class A Reference Tranche will be increased by the excess, if any, of the Tranche Write-down Amount for such Premium Payment Date over the Credit Event Amount for such Premium Payment Date.
103. "Tranche Write-up Amount" means, with respect to each Premium Payment Date, the excess, if any, of the Principal Recovery Amount for such Premium Payment Date over the Principal Loss Amount for such Premium Payment Date.
104. "Trust Account" means the trust account established and maintained for the sole benefit of the beneficiary thereunder, pursuant to the terms of the Trust Agreement.
105. "Trust Agreement" means the trust agreement, which is comprised of the base trust agreement and its respective trust supplement, to be entered into within thirty (30) days after the Effective Date among the Insurer, as the grantor, the Insured, as the beneficiary, and the Bank of New York, as the trustee.
106. "Unconfirmed Servicing Defect" means with respect to any Reference Obligation, the existence of the following, as determined by the Insured in its sole discretion:
- (a) there is a violation of the servicing guidelines and other requirements in the Guide (as modified by the terms of the related servicer's contract, including any related TOBs); and
  - (b) the Insured has issued a notice of defect, repurchase letter or a repurchase alternative letter related to the servicing breach.

For the avoidance of doubt, Reference Obligations with minor technical violations, which in each case the Insured determines to be acceptable Reference Obligations, may not result in an Unconfirmed Servicing Defect.

107. "Unconfirmed Underwriting Defect" means with respect to any Reference Obligation, the existence of the following, as determined by the Insured in its sole discretion: (i) there is a material violation of the underwriting guidelines and other requirements in the Guide (as modified by the terms of the related seller's contract, including any related terms of business) with respect to such Reference Obligation, (ii) the Insured determines that as of the origination date such Reference Obligation was secured by collateral that was inadequate or (iii) the Insured determines that as of the origination date repayment in full on such Reference Obligation from the related Mortgagor could not be expected. For the avoidance of doubt, Reference Obligations with minor technical violations or missing documentation, which in each case the Insured determines to be an acceptable Reference Obligation, will not result in an Unconfirmed Underwriting Defect.
108. "Underwriting Defect" means with respect to any Premium Payment Date and any Reference Obligation for which the Insured has determined the existence of an Unconfirmed Underwriting Defect, the occurrence of any of the following: (i) such Reference Obligation is repurchased by the related seller or servicer during the related Reporting Period, (ii) in lieu of repurchase, an alternative remedy (such as indemnification) is mutually agreed upon by both the Insured and the related seller or servicer during the related Reporting Period, (iii) the Insured in its sole discretion elects to waive the enforcement of a remedy against the seller or servicer in respect of such Unconfirmed Underwriting Defect during the related Reporting Period, or (iv) the party responsible for the representations and warranties and/or servicing obligations or liabilities with respect to the Reference Obligation becomes subject to a bankruptcy, insolvency proceeding or a receivership. For the avoidance of doubt, if, through the Insured's quality control process, a loan

were discovered to have an Underwriting Defect and the seller of the loan were declared insolvent or bankrupt; then one of the two things will happen depending upon whether or not the loan has suffered a Credit Event: (a) should the loan have suffered a Credit Event, then such Credit Event will be reversed through the Claim Refund process set forth in Article II(H); or (b) should the loan have not suffered a Credit Event, then it will be removed pursuant to Reference Pool Removal and the UPB of the loan will be treated as Unscheduled Principal.

109. "Unscheduled Principal" means, with respect to any Premium Payment Date, the sum of:

- (a) all partial principal prepayments on the Reference Obligations collected during the related Reporting Period, *plus*
- (b) the aggregate UPB of all Reference Obligations that became Reference Pool Removals during the related Reporting Period other than Credit Event Reference Obligations or any Reversed Credit Event Reference Obligations, *plus*
- (c) negative adjustments in the UPB of all Reference Obligations as the result of loan modifications or data corrections, *minus*
- (d) positive adjustments in the UPB of all Reference Obligations as the result of loan modifications, reinstatements into the Reference Pool of Reference Obligations that were previously removed from the Reference Pool in error, or data corrections.

In the event the amount in clause (d) above exceeds the sum of the amounts in clauses (a), (b), and (c) above, the Unscheduled Principal for the applicable Premium Payment Date will be zero, and the Class Notional Amount for the Class A Reference Tranche will be increased by the amount that the amount in clause (d) above exceeds the sum of the amounts in clauses (a), (b), and (c) above. In the event that the Class Notional Amount for the Class A Reference Tranche is so increased as described in the prior sentence, this would have the effect of increasing the Senior Percentage and correspondingly reducing the Subordinate Percentage, which would have a negative impact on the Reference Tranches in respect of the calculations of the Senior Reduction Amount and the Subordinate Reduction Amount, as described above. In the event that the Insured were to ever employ a policy that permitted or required principal forgiveness as a loss mitigation alternative that would be applicable to the Reference Obligations, any principal that may be forgiven with respect to a Reference Obligation will be treated as a negative adjustment in UPB of such Reference Obligation pursuant to clause (c) above. In addition, while principal modifications that result in a negative adjustment in the UPB of a Reference Obligation will initially result in an unscheduled principal payment being made to the Reference Tranches, if such Reference Obligation subsequently becomes a Credit Event Reference Obligation, such principal reduction will be allocated as a loss and possibly result in a Tranche Write-down Amount.

110. "UPB" means, with respect to any Mortgage Loan and as of any date, the unpaid principal balance of such Mortgage Loan as of such date.

111. "Write-up Excess" has the meaning set forth in Article VI(B)(5).

IN WITNESS HEREOF, each of the Insurer and Insured has caused this Policy to be executed on its behalf and signed in the Declarations by its duly authorized representative.

# EXHIBIT A

## PAYMENT DATE STATEMENT

(Date)

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Re: Statement of Direct Premium Payment

### 1. Beginning Class Notional Amount relating to the applicable Insured Tranche as of the applicable Premium Payment Date

1.a) Insured Tranche M-1	\$ -
1.b) Insured Tranche M-2	\$ -
1.c) Insured Tranche M-3	\$ -
1.d) Insured Tranche M-4	\$ -

### 2. Direct Premium Rate relating to such Insured Tranche:

2.a) Insured Tranche M-1	[REDACTED]
2.b) Insured Tranche M-2	[REDACTED]
2.c) Insured Tranche M-3	[REDACTED]
2.d) Insured Tranche M-4	[REDACTED]

### 3. Accrual Days as of the applicable Premium Payment Date:

3.a) Accrual Days	30
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### 4. Insured Percentage:

4.a) Insured Tranche M-1	[REDACTED]
4.b) Insured Tranche M-2	[REDACTED]
4.c) Insured Tranche M-3	[REDACTED]
4.d) Insured Tranche M-4	1 [REDACTED]

### 5. Direct Premium Payment relating to such Insured Tranche:

5.a) Insured Tranche M-1. Product of "1.a", "2.a", "3.a" and "4.a" divided by 360 or \$0.00	\$ -
5.b) Insured Tranche M-2. Product of "1.b", "2.b", "3.a" and "4.b" divided by 360 or \$0.00	\$ -
5.c) Insured Tranche M-3. Product of "1.c", "2.c", "3.a" and "4.c" divided by 360 or \$0.00	\$ -
5.d) Insured Tranche M-4. Product of "1.d", "2.d", "3.a" and "4.d" divided by 360 or \$0.00	\$ -

### 6. Total Direct Premium Payment:

6.a) Sum of "5.a", "5.b", "5.c", and "5.d"	\$ -
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**EXHIBIT B**

**FORM OF NOTICE OF CLAIM AND PROOF OF LOSS**

(Date)

[REDACTED]

**Claim and Proof of Loss**

Pursuant to the terms of the Insurance Policy issued by [REDACTED] (the "Insurer"), policy no. [REDACTED] (the "Policy"), the undersigned authorized representative of Federal Home Loan Mortgage Corporation, also known as Freddie Mac, a government-sponsored enterprise chartered by the U.S. Congress (the "Insured"), hereby submits this notice of Claim and Proof of Loss in accordance with the terms of the Policy in order to provide required information with respect to a Loss, and obtain payment of the associated Covered Amount. Terms not defined herein shall have the meaning set forth in the Policy.

1. **Beginning Class Notional Amount**  
relating to the applicable  
Insured Tranche: as of the applicable Premium Payment Date
2. **Tranche Write-down Amount**  
relating to such Insured Tranche as of the  
applicable Premium Payment Date:
3. **Loss:**
4. **Insured Percentage:**

[REDACTED]

5. **Covered Amount:**

(attach the Payment Date Statement)

**IN WITNESS WHEREOF**, the undersigned authorized representative of the Insured has executed this Proof of Loss as of (Date).

\_\_\_\_\_  
By:  
Name:  
Title:

EXHIBIT C  
INSURANCE APPLICATION  
*(Attached)*

