

To complete this addendum follow the steps below:

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**MPF XTRA[®] ADDENDUM TO
MORTGAGE PARTNERSHIP FINANCE[®] ("MPF[®]") PROGRAM
PARTICIPATING FINANCIAL INSTITUTION AGREEMENT
(Servicing Retained)**

THIS MPF XTRA ADDENDUM TO MPF PROGRAM PARTICIPATING FINANCIAL INSTITUTION AGREEMENT (the "Addendum") dated A day of , 20 , among the participating financial institution (the "PFI") that signs this document, the FEDERAL HOME LOAN BANK OF (the "Bank"), a corporation organized and existing under the laws of the United States of America, and the FEDERAL HOME LOAN BANK OF CHICAGO, a corporation organized and existing under the laws of the United States of America, (the "MPF Provider"; and the MPF Provider and Bank are sometimes referred to together as the "MPF Banks"), and is appended to and made part of that certain the MPF Program Participating Financial Institution Agreement, dated as of date set forth below the PFI's signature, between the PFI and the Bank (the "PFI Agreement").

I. GENERAL INFORMATION

This article contains important basic information about the Addendum.

1.01. Purpose of Addendum. The purpose of this Addendum is:

(a) To provide that the MPF Xtra Master Commitments for the sale of Mortgages on a servicing retained basis entered into between the PFI and the Bank after the date of this Addendum (collectively, the "Subject MPF Xtra MCs" and individually, a "Subject MPF Xtra MC") will be assigned by the Bank to the MPF Provider, and will be subject to the terms of this Addendum and the manual published by the MPF Provider, as amended from time to time (the "MPF Xtra Manual") which shall supplement and amend the Guides with respect to the Serviced Mortgages (hereinafter defined);

(b) To provide for the MPF Provider to acquire all of the Mortgages to be delivered by the PFI under each Subject MPF Xtra MC (such Mortgages being referred to herein collectively as the "Serviced Mortgages" and individually as a "Serviced Mortgage") directly from the PFI with the same benefits, representations and warranties that would accrue to the Bank if it purchased the Serviced Mortgages;

(c) For the Bank and the PFI to acknowledge that the MPF Provider intends to sell all of the Serviced Mortgages sold by the PFI under each Subject MPF Xtra MC to Fannie Mae (the "Investor") pursuant to the terms of a Mortgage Selling and Servicing Contract between the MPF Provider and the Investor (the "MSSC") and that under the MSSC, the MPF Provider will transfer to the Investor all of the MPF Provider's right, title, and interest in and to the Serviced Mortgages, and will assign to the Investor the Origination Obligations (herein after defined) pertaining to the Serviced Mortgages;

(d) For the Bank, the PFI and MPF Provider to acknowledge that the Investor is an intended third party beneficiary of the Subject MPF Xtra MCs and as it pertains to the Serviced Mortgages, the PFI Agreement;

(e) To arrange for a depository account to be established with the MPF Provider for use by the PFI with respect to servicing the Serviced Mortgages, which shall be a non-interest bearing principal and interest custodial account ("P&I Custodial Account") as the Principal and Interest Custodial Account required by MPF Xtra Manual;

(f) For the PFI to acknowledge that, under the MSSC, the Investor may require the MPF Provider to repurchase any or all of the Serviced Mortgages if the PFI breaches any of its Origination Obligations with respect to such Serviced Mortgages (generally, "Repurchased Mortgages"), and that the Investor, the Bank and MPF Provider intend, and the PFI and the Bank agree, that in the event of such a repurchase, the MPF Provider retains the right under the Subject MPF Xtra MCs and the Bank retains the right under the PFI Agreement to require the PFI to repurchase any or all of the Repurchased Mortgages, notwithstanding the fact that the Repurchased Mortgages were sold to the MPF Provider and thereafter had been sold to the Investor or subsequently transferred by the Investor;

(g) For the PFI to agree to service the Serviced Mortgages for the benefit of the Investor in accordance with the terms and conditions of the PFI Agreement, as amended by this Addendum (the "Servicing Responsibilities") while retaining all rights and benefits relating to such servicing arising from and subject to the terms and conditions of the PFI Agreement (the "Servicing Rights," and the Servicing Rights and Servicing Responsibilities together shall sometimes be

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4.02. Delivery of Notes and Assignment of Mortgages. The PFI shall deliver the documents required by Chapter 24.2 of the Origination Guide, as modified by the MPF Xtra Manual, to the MPF Program Custodian.

4.03. Bank Authorized to Disclose Information. The PFI hereby authorizes and directs the Bank to disclose to the MPF Provider and the Investor any information in its possession from time to time regarding the creditworthiness and servicing qualifications of the PFI. Such information shall include but not be limited to performance of its obligations under the PFI Agreement or any other agreement between the Bank and the PFI which the Bank deems reasonable and appropriate to assist the MPF Provider and/or the Investor in monitoring the PFI's creditworthiness and performance of the Servicing Responsibilities. In the event the MPF Provider's rights with respect to the Subject Servicing are terminated, the PFI authorizes the Investor to disclose information in its possession regarding the PFI to the Master Servicer or any replacement Master Servicer as is reasonably necessary to enable such Master Servicer to perform its duties.

4.04. Amendment of Addendum or Subject MPF Xtra MC. The Bank and PFI shall not amend or modify the PFI Agreement in a manner that would affect the Subject Servicing without the prior written consent of the MPF Provider and the Investor. Additionally, the Bank, the PFI and the MPF Provider shall not amend or modify this Addendum without the consent of the Investor, and all amendments to this Addendum shall be in writing duly executed and delivered by the Parties.

4.05. Construction. In the event of any conflict between the terms of this Addendum, as supplemented by the MPF Xtra Manual, and the terms of the Guides, the terms of this Addendum, as supplemented by the MPF Xtra Manual, shall control. In the event of any conflict between the terms of this Addendum and the terms of the MPF Xtra Manual, the terms of the MPF Xtra Manual shall control.

4.06. Governing Law. This Addendum shall be governed by the same choice of law as provided in Section 19.3 of the PFI Agreement.

4.07. Successors and Assigns. This Addendum will inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and assigns; provided, however, that the foregoing provision shall not be deemed to permit the assignment by the PFI of any of its rights or obligations hereunder without the prior written consent of the Bank and the MPF Provider.

4.08. Execution in Counterparts; Facsimile Execution Permitted. This Addendum may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which, when so executed and delivered, shall be deemed an original and all of which taken together shall constitute one and the same Addendum. The Parties agree that, upon execution of this Addendum by the Bank, the PFI and the MPF Provider, an imaged copy will be delivered promptly to the Investor. The Parties further agree that this Addendum and signature pages thereof may be transmitted between them by facsimile machine and that counterpart facsimile copies are included in the Addendum. The parties intend that faxed signatures may constitute original signatures and that faxed signature pages containing the signature (original or faxed) of all parties are binding on the parties.

V. SIGNATURES

By signing below, the Parties agree to all of this Addendum's terms and provisions. The Parties have caused this Addendum to be executed and delivered by their duly authorized officers as of the date first written above.

PFI: A

By: B

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Date of PFI Agreement: C

To complete this addendum follow the steps below:

- A. Enter the PFI's name.
- B. Resolution signers must complete the signature block(s) and enter the PFI agreement date. If the Member's Board of Directors requires one authorized signer then only one signature is needed. If the Member's Board of Directors requires two authorized signers then two signatures are needed. Note that the signature blocks continue onto the next page.
- C. Insert the date of the PFI Agreement.

* This is a fillable PDF, most responses may be typed before printing for signatures.

**MPF XTRA[®] ADDENDUM TO
MORTGAGE PARTNERSHIP FINANCE[®] (“MPF[®]”) PROGRAM
PARTICIPATING FINANCIAL INSTITUTION AGREEMENT
(Servicing Retained)**

THIS MPF XTRA ADDENDUM TO MPF PROGRAM PARTICIPATING FINANCIAL INSTITUTION AGREEMENT (the “Addendum”) dated as of the ____ day of _____, 20____, among the participating financial institution (the “PFI”) that signs this document, the FEDERAL HOME LOAN BANK OF _____ (the “Bank”), a corporation organized and existing under the laws of the United States of America, and the FEDERAL HOME LOAN BANK OF CHICAGO, a corporation organized and existing under the laws of the United States of America, (the “MPF Provider”; and the MPF Provider and Bank are sometimes referred to together as the “MPF Banks”), and is appended to and made part of that certain the MPF Program Participating Financial Institution Agreement, dated as of date set forth below the PFI’s signature, between the PFI and the Bank (the “PFI Agreement”).

I. GENERAL INFORMATION

This article contains important basic information about the Addendum.

1.01. Purpose of Addendum. The purpose of this Addendum is:

(a) To provide that the MPF Xtra Master Commitments for the sale of Mortgages on a servicing retained basis entered into between the PFI and the Bank after the date of this Addendum (collectively, the “Subject MPF Xtra MCs” and individually, a “Subject MPF Xtra MC”) will be assigned by the Bank to the MPF Provider, and will be subject to the terms of this Addendum and the manual published by the MPF Provider, as amended from time to time (the “MPF Xtra Manual”) which shall supplement and amend the Guides with respect to the Serviced Mortgages (hereinafter defined);

(b) To provide for the MPF Provider to acquire all of the Mortgages to be delivered by the PFI under each Subject MPF Xtra MC (such Mortgages being referred to herein collectively as the “Serviced Mortgages” and individually as a “Serviced Mortgage”) directly from the PFI with the same benefits, representations and warranties that would accrue to the Bank if it purchased the Serviced Mortgages;

(c) For the Bank and the PFI to acknowledge that the MPF Provider intends to sell all of the Serviced Mortgages sold by the PFI under each Subject MPF Xtra MC to Fannie Mae (the “Investor”) pursuant to the terms of a Mortgage Selling and Servicing Contract between the MPF Provider and the Investor (the “MSSC”) and that under the MSSC, the MPF Provider will transfer to the Investor all of the MPF Provider’s right, title, and interest in and to the Serviced Mortgages, and will assign to the Investor the Origination Obligations (herein after defined) pertaining to the Serviced Mortgages;

(d) For the Bank, the PFI and MPF Provider to acknowledge that the Investor is an intended third party beneficiary of the Subject MPF Xtra MCs and as it pertains to the Serviced Mortgages, the PFI Agreement;

(e) To arrange for a depository account to be established with the MPF Provider for use by the PFI with respect to servicing the Serviced Mortgages, which shall be a non-interest bearing principal and interest custodial account (“P&I Custodial Account”) as the Principal and Interest Custodial Account required by MPF Xtra Manual;

(f) For the PFI to acknowledge that, under the MSSC, the Investor may require the MPF Provider to repurchase any or all of the Serviced Mortgages if the PFI breaches any of its Origination Obligations with respect to such Serviced Mortgages (generally, “Repurchased Mortgages”), and that the Investor, the Bank and MPF Provider intend, and the PFI and the Bank agree, that in the event of such a repurchase, the MPF Provider retains the right under the Subject MPF Xtra MCs and the Bank retains the right under the PFI Agreement to require the PFI to repurchase any or all of the Repurchased Mortgages, notwithstanding the fact that the Repurchased Mortgages were sold to the MPF Provider and thereafter had been sold to the Investor or subsequently transferred by the Investor;

(g) For the PFI to agree to service the Serviced Mortgages for the benefit of the Investor in accordance with the terms and conditions of the PFI Agreement, as amended by this Addendum (the “Servicing Responsibilities”) while retaining all rights and benefits relating to such servicing arising from and subject to the terms and conditions of the PFI Agreement (the “Servicing Rights,” and the Servicing Rights and Servicing Responsibilities together shall sometimes be

referred to herein as the “Subject Servicing.”), provided, however, that the PFI’s Servicing Responsibilities and Servicing Rights shall be expressly subject to the terms of this Addendum;

(h) For the Bank, the PFI and the MPF Provider to acknowledge that under the terms of the MSSC: (i) the MPF Provider will be responsible to the Investor for the performance of the Subject Servicing, (ii) the Bank on behalf of the MPF Provider retains the right to terminate the PFI’s Servicing Responsibilities and Servicing Rights under, and in accordance with, the terms of the PFI Agreement as amended by this Addendum, (iii) the Investor has the right, in the event of a breach of the MSSC by the MPF Provider, either directly through its own actions or indirectly through the PFI’s breach of the PFI Agreement, to terminate the MPF Provider’s rights under the MSSC and its rights with respect to the Subject Servicing, and (iv) in the event the MPF Provider’s rights with respect to the Subject Servicing are terminated, the PFI’s Servicing Responsibilities and Servicing Rights may be terminated at the option of the Investor, subject to the terms of this Addendum; and

(i) To provide that under the terms of the MSSC, the Investor will acknowledge that (i) the Servicing Responsibilities will be performed by the PFI pursuant to the PFI Agreement between the Bank and the PFI, as amended by this Addendum, (ii) the Servicing Rights will be retained by the PFI, subject to the terms of this Addendum, and (iii) the MPF Provider shall act as a master servicer for the Investor and shall be entitled to deal directly with the PFI with respect to the Subject Servicing until such time as the PFI is notified in writing by the Investor that the MPF Provider’s rights as master servicer have been terminated under the MSSC.

1.02. Consideration. In consideration of the purposes of this Addendum and all the provisions and mutual promises contained in it, the PFI, the Bank and MPF Provider (collectively, the “Parties”) agree to all of the representations and provisions contained herein. Further, the PFI acknowledges that the MPF Provider and the Investor will rely on this Addendum and the agreements of the PFI herein in connection with the servicing of the Serviced Mortgages.

1.03. Certain Definitions. Any capitalized terms that are used in this Addendum (whether used in the singular or the plural), if not otherwise defined in this Addendum shall have the meaning set forth in the PFI Agreement which incorporates the Guides.

II. ACKNOWLEDGMENTS

2.01. Assignment by the Bank and Purchase by MPF Provider. The Bank hereby assigns and transfers its rights and obligations arising under each Subject MPF Xtra MC to the MPF Provider, and the MPF Provider hereby agrees to acquire the Serviced Mortgages from the PFI by providing the funds to be deposited in the PFI’s DDA in the same manner as a purchase of Mortgages would be made by the Bank under other MPF Program products; provided, however, that the Subject MPF Xtra MCs may require the PFI to deliver loan data via the eMPF® website two (2) Business Days prior to Loan Funding and may provide for loan level delivery fees with respect to certain loan types or loan characteristics.

2.02. PFI’s Origination Obligations. The Parties acknowledge that the PFI’s origination covenants, representations and warranties for the Serviced Mortgages made or arising under the terms of Article V of the PFI Agreement, including without limitation, the delivery of the loan document package required by Chapter 24.2.2 of the Origination Guide (collectively, the “Origination Obligations”), shall be assigned to the Investor upon the sale of the Serviced Mortgages and that the Investor shall have the right to enforce the PFI’s Origination Obligations; provided, however, the Investor has agreed under the MSSC to allow the MPF Provider to enforce such Origination Obligations until and unless the MPF Provider’s rights with respect to the Subject Servicing have been terminated. The Parties acknowledge and agree that the PFI’s Origination Obligations shall survive the termination of (i) the PFI Agreement, whether terminated by the Bank or the PFI, and (ii) the PFI’s rights with respect to the Subject Servicing, whether terminated by the MPF Provider or by the Investor. Notwithstanding the fact that the Serviced Mortgage have been sold to the MPF Provider and by the MPF Provider to the Investor or subsequently transferred by the Investor, the Bank’s rights to enforce the PFI Agreement in connection with the Serviced Mortgages against the PFI remain in full force and effect, subject to the terms of this Addendum. Additionally, the Bank retains the right to enforce Sections 5.5 and 5.7 of the PFI Agreement for the benefit of the MPF Provider in the event the MPF Provider is required to repurchase any Serviced Mortgage or to indemnify the Investor for loss or damage arising from or due to the PFI’s breach of any its Origination Obligations. Furthermore, the Bank’s rights under Sections 4.7 and 4.8 of the PFI Agreement and under the Advances Agreement remain in full force and effect notwithstanding the fact that the Serviced Mortgages have been sold to the MPF Provider and by the MPF Provider to the Investor or subsequently transferred by the Investor; provided, however, that the Bank’s security interest and right of setoff

shall not adversely affect the Serviced Mortgages and the Investor's rights in and to the Serviced Mortgages or any proceeds thereof.

2.03. Servicing Obligations of PFI.

(a) The PFI agrees to perform the Servicing Responsibilities with respect to the Serviced Mortgages in accordance with the terms and conditions of the PFI Agreement (including but not limited to any Servicing Guide waivers or amendments relating to servicing) in the same manner as if the Bank owned, and the MPF Provider continued to own the Serviced Mortgages, subject to the requirements of the Subject MPF Xtra MCs, the MFX Xtra Manual and this Addendum. Further, the PFI hereby acknowledges that under the terms of the MSSC: (i) the MPF Provider will be responsible for the performance of the Subject Servicing, (ii) the Investor has the right, in the event of a breach of the MSSC by the MPF Provider, either directly or indirectly due to the PFI's breach of the PFI Agreement, to terminate the MPF Provider's rights with respect to the Subject Servicing, (iii) in the event the MPF Provider's rights with respect to the Subject Servicing are terminated, the PFI's Servicing Responsibilities and Servicing Rights may be terminated subject to provisions of Section 2.03 (c) below.

(b) The MPF Provider agrees that the MSSC shall contain the Investor's acknowledgement that (i) the Servicing Responsibilities will be performed by the PFI pursuant to the PFI Agreement between the Bank and the PFI, as amended by this Addendum, (ii) the Servicing Rights will be retained by the PFI, subject to the terms of this Addendum, and (iii) the MPF Provider shall act as MPF Provider for the Investor and shall be entitled to deal directly with the PFI with respect to the Subject Servicing until such time as the PFI is notified in writing by the Investor that the MPF Provider's rights as MPF Provider have been terminated under the MSSC.

(c) The Parties agree that, in the event the MPF Provider's rights with respect to the Subject Servicing are terminated by the Investor, all rights and interests of the MPF Provider with respect to Subject Servicing shall fully vest by assignment in the Investor. The Parties further agree that upon the PFI's receipt of written notice from the Investor of the termination of the MPF Provider's rights as MPF Provider with respect to the Subject Servicing ("Investor Notice"), any rights, remedies and actions permitted to be taken by the MPF Provider with respect to the Serviced Mortgages and the Subject Servicing under the PFI Agreement and this Addendum, including without limitation, the termination provisions set forth therein, may be taken by the Investor, or by any replacement Master Servicer that may be designated by the Investor to perform such duties, and the Investor (or such replacement Master Servicer) may exercise any rights, remedies or actions available to the MPF Provider in its own name.

Upon receipt of an Investor Notice, the PFI agrees to continue to service the Serviced Mortgages for the Investor pursuant to the servicing related terms of the PFI Agreement and this Addendum until the earlier of the following events:

- (i) the Investor and the PFI enter into a direct contract for the servicing of the Serviced Mortgages, and transfer the Subject Servicing to such direct contract;
- (ii) the PFI resigns as the Servicer of the Serviced Mortgages pursuant to written notice to the Investor and to the Bank and the PFI transfers the Subject Servicing to a successor Servicer in accordance with the Investor's requirements and subject to the Investor's approval; or
- (iii) subject to the provisions of Section 2.03(d), the Investor terminates the Subject Servicing of the Serviced Mortgages.

Any Investor Notice or other notice given under this Section 2.03(c) shall be given as provided in Article XIII of the PFI Agreement, except that the addresses and facsimile numbers for the MPF Provider and the Investor (but excluding electronic transmission information for the Investor) are as follows:

Fannie Mae
One South Wacker Drive
Suite 1400
Chicago, IL. 60606
Attention: Manager, Lender Approval Department
Facsimile No.: (312) 368 6395

With copies to:
Fannie Mae

3900 Wisconsin Ave, NW
Washington, DC 20016
Attention: Executive Vice President, Single Family Business
Facsimile No.: (202) 403-3048

and

Fannie Mae
3900 Wisconsin Ave, NW
Washington, DC 20016
Attention: Office of the General Counsel
Facsimile No.: (202) 752-6952

Federal Home Loan Bank of Chicago
200 E. Randolph Drive
Chicago, IL 60601
Attention: MPF Provider
Facsimile No.: (312)565-5341
Email: MPFXtra@fhlbc.com

With a copy to:

Federal Home Loan Bank of Chicago
200 E. Randolph Drive
Chicago, IL 60601
Attention: General Counsel
Facsimile No.: (312)565-6912
Email: GeneralCounsel@fhlbc.com

If the Investor contracts with a replacement Master Servicer, it shall provide the PFI with notice identifying the Master Servicer and its contact information and, thereafter, any notice that must be provided to the Investor must also be provided to such Master Servicer.

The Bank, the PFI and the MPF Provider shall cooperate fully with the Investor and any replacement Master Servicer that may be designated by Investor and the MPF Provider shall assist the PFI in the transfer of the Subject Servicing as necessary. Further, if the PFI is an approved Servicer for the Investor pursuant to a direct servicing contract between the PFI and the Investor ("PFI-Investor Contract"), the PFI may apply to the Investor to permit the Subject Servicing to be transferred from the PFI Agreement to the PFI-Investor Contract.

(d) Under the MSSC, in the event the MPF Provider's rights as MPF Provider are terminated with respect to the Subject Servicing and the PFI's right to service the Serviced Mortgages is terminated as a result thereof, then provided the PFI is not in breach of its Servicing Responsibilities or of its obligations to the Bank under the PFI Agreement or to the MPF Provider under this Addendum, the Investor will agree to pay the termination fee as provided in Section 11.3(a) of the PFI Agreement either to the MPF Provider on behalf and for the benefit of the PFI or directly to the PFI.

(e) Subject to the foregoing provisions of this Section 2.03, the Investor's termination of the MPF Provider's rights as MPF Provider with respect to the Subject Servicing under the MSSC shall be deemed a termination with cause of the Subject Servicing under Section 11.3(b) of the PFI Agreement regardless of whether the PFI has breached the PFI Agreement.

(f) The Parties acknowledge and agree that, upon the sale of the Serviced Mortgages to the Investor, all Mortgage Records and any other documents related to or evidencing the Serviced Mortgages shall become the sole property of the Investor and, to the extent that such Mortgage Records and other documents are held by either the MPF Provider or the PFI, they shall be held in custody for and for the benefit of the Investor. The Investor shall have access to the Mortgage Records upon request made to the MPF Provider, and the PFI shall deliver the Mortgage Records to the MPF Provider or, if the MPF Provider's rights as MPF Provider are terminated, to the Investor or its designee as required under the terms of the PFI Agreement.

(g) In the event that the MPF Provider's rights as MPF Provider are terminated, nonetheless the MPF Provider shall have the right, as subrogee of the Investor to require the PFI under the terms of the PFI Agreement and this Addendum to repurchase any Serviced Mortgage if the PFI breaches any of the Origination Obligations or Servicing Responsibilities with respect to such Serviced Mortgage. Additionally, the Bank, on behalf of the MPF Provider, may enforce Section 7.4 of the PFI Agreement as subrogee of the Investor in the event the MPF Provider is required to repurchase any Serviced Mortgage or to indemnify the Investor for loss or damage arising from or due to the PFI's breach of any its servicing obligations.

2.04. Fees Payable by the MPF Provider. In addition to the payment of the purchase price, the PFI agrees that the only liability of the MPF Provider for the payment of fees with respect to the Serviced Mortgages shall be (i) for the servicing fee as provided in the Subject MPF Xtra MC, which the PFI shall be entitled to retain, and (ii) as long as the MPF Provider shall remain the MPF Provider under the MSSC, the termination fee payable under Section 11.3(a) of the PFI Agreement with respect to the Serviced Mortgages if the MPF Provider should exercise its right to terminate the Subject Servicing without cause.

2.05. No Credit Enhancement Fees or Credit Enhancement Obligation. The Bank, the PFI and the MPF Provider agree that no Credit Enhancement Fees are payable with respect to the Serviced Mortgages and the PFI shall have no credit enhancement obligation under the Subject MPF Xtra MCs.

2.06. Required Deposits and Remittances. The Bank, the PFI and the MPF Provider acknowledge and agree that the Bank shall sponsor the P&I Custodial Account for the PFI with the MPF Provider for the benefit of the Investor as required by the provisions of the MPF Xtra Manual, which shall be established pursuant to an Addendum to Master Transaction Agreement between the Bank and MPF Provider, and to which the PFI shall execute a joinder. The Bank, the PFI and the MPF Provider hereby agree that any costs and fees that the MPF Provider may charge with respect to the P&I Custodial Account shall be an obligation of the PFI owed to the Bank, on behalf of the MPF Provider, under the terms of the PFI Agreement, and secured as provided in Section 4.8 of the PFI Agreement; provided, however, that the MPF Provider may not withdraw such costs and fees from the P&I Custodial Account. In addition, the PFI will establish a T&I Custodial Account for the Serviced Mortgages as required by the MPF Xtra Manual. (The P&I Custodial Account and T&I Custodial Account together are referred to as the "Custodial Accounts.")

2.07. Funds in Custodial Accounts Belonging to the Investor. The Bank, the PFI and the MPF Provider acknowledge that the PFI shall deposit all funds collected from or on behalf of the Borrowers under the Serviced Mortgages or held by the PFI for the benefit of the Investor ("Serviced Mortgages Funds") in the Custodial Accounts in accordance with the requirements of this Addendum, the Subject MPF Xtra MCs and the MPF Xtra Manual. The Serviced Mortgages Funds shall remain the property of the Investor or its successors and assigns, and neither the Bank nor the MPF Provider shall be entitled to offset any amounts owed to it by the PFI against the Serviced Mortgages Funds. In the event the MPF Provider withdraws any Serviced Mortgages Funds from the P&I Custodial Account, it agrees to turn over all Serviced Mortgages Funds to the Investor immediately upon such withdrawal.

2.08. No Lien on Subject Servicing. The MPF Provider hereby acknowledges and agrees, in the event of the termination of its rights as MPF Provider with respect to the Serviced Mortgages, that it will not thereafter assert any lien against or security interest in the PFI's Servicing Rights pertaining to the Serviced Mortgages. The MPF Provider further agrees to execute any additional documentation to release or disclaim any such lien or security interest as may be reasonably requested by the Investor.

III. PFI's COVENANTS

3.01. PFI's Origination and Transfer Obligations. The PFI agrees that the Investor's purchase of the Serviced Mortgages from the MPF Provider shall not relieve the PFI of its responsibilities to originate the Serviced Mortgages in accordance with the requirements of the PFI Agreement and the Guides, as amended by this Addendum and the MPF Xtra Manual, and the Subject MPF Xtra MCs. The PFI acknowledges that the Bank shall have the right to enforce the PFI Agreement on behalf of the MPF Provider, including, without limitation, requiring the PFI to purchase any of the Serviced Mortgages under Section 2.03 (g) of this Addendum, if applicable, notwithstanding the fact that the Serviced Mortgages have been purchased by the MPF Provider and then sold to the Investor or subsequently transferred by the Investor.

3.02. PFI's Obligations.

(a) The PFI agrees (i) to remit all funds required under the Guides with respect to the Serviced Mortgages to the MPF Provider in accordance with Section 2.06 hereof, and (ii) to provide to the MPF Provider or Master Servicer all reports with respect to the Serviced Mortgages as required by the Guides, except that the reports required under Servicing Guide Chapter 105.8 must be delivered no later than Noon, Eastern Time, on the second Business Day of the month.

(b) Should the MPF Provider make any adjustments to the data pertaining to any of the Serviced Mortgages, such adjustments shall be the responsibility of the PFI just as the PFI would be responsible for adjustments made for Mortgages held by the Bank.

(c) The Parties agree that, as to the Subject MPF Xtra MCs, the Serviced Mortgages, and the Servicing Responsibilities related to the Serviced Mortgages, the MPF Provider and the Investor are intended third party beneficiaries of the PFI Agreement and this Addendum.

(d) Notwithstanding the MPF Provider's assignment to the Investor set forth in Section 2.03(c) of this Addendum, the PFI agrees that the Bank, on behalf of the MPF Provider, shall continue to have the right to enforce Sections 5.5 and 5.7 of the PFI Agreement in the event the MPF Provider is required to repurchase any Serviced Mortgage or to indemnify the Investor for loss or damage arising from or due to the PFI's breach of any its Origination Obligations.

3.03. Bank's Right of Set-off Not Affected. Except as otherwise provided in Sections 2.02 and 2.08 of this Addendum, the PFI agrees that nothing in this Addendum shall limit or impair the Bank's right to set-off under the PFI Agreement. Without limiting the foregoing sentence, the PFI agrees that the Bank shall have such set-off rights with respect to the Subject MPF Xtra MC to the same extent as if the Bank owned the Serviced Mortgages and the MPF Provider had continued to own the Serviced Mortgages. Such right shall include enforcing the PFI Agreement and this Addendum with respect to the Serviced Mortgages against any of the PFI's funds held by or at the Bank and/or collateral pledged by the PFI to secure its obligations to the Bank for the benefit of the MPF Provider; provided, however, that such rights shall not adversely affect the Investor's rights or interests in the Serviced Mortgages and their proceeds.. Further, the PFI agrees that it shall not raise as a defense in any action taken by the MPF Provider or the Bank to enforce the Servicing Responsibilities the fact that: (i) the Serviced Mortgages were purchased by the MPF Provider and sold to the Investor pursuant to MSSC; or (ii) the Serviced Mortgages are owned by the Investor or any successor or assignee of the Investor, and not owned by the Bank or the MPF Provider.

3.04. Agreements and PFI's Warranties Not Affected. Nothing in this Addendum shall be deemed to amend or modify the PFI Agreement nor to limit, impair or otherwise affect the rights and obligations of the PFI or Bank under the PFI Agreement, including without limitation, the Subject MPF Xtra MCs, except as expressly set forth herein. Without limiting the foregoing sentence, none of the PFI's warranties shall be deemed to be waived, limited or impaired by reason of the Investor's acquisition and ownership or securitization of the Serviced Mortgages.

3.05. Subject Servicing not encumbered. The PFI hereby represents that it has not encumbered the Servicing Rights as to the Serviced Mortgages.

IV. MISCELLANEOUS PROVISIONS

4.01. Termination.

(a) Termination of the PFI's right to service Mortgages under the PFI Agreement shall terminate the PFI's Subject Servicing without separate notice to the PFI with respect to the Serviced Mortgages. Such termination shall not relieve the PFI of its obligation to transfer all funds, mortgage files and data for the Serviced Mortgages in its possession to the successor Servicer designated by the Bank or the MPF Provider for the Investor.

(b) If the PFI is servicing mortgages for the Investor directly under a PFI-Investor Contract and the Investor terminates all or a portion of the PFI's servicing for the Investor or all or a portion of the PFI-Investor Contract, the PFI will be deemed to be in breach of the PFI Agreement, and the MPF Provider shall terminate the PFI's rights to sell and service Serviced Mortgages under this Addendum, and the same shall be deemed a termination with cause under Section 11.3(b) of the PFI Agreement of the Subject Servicing of the Serviced Mortgages.

4.02. Delivery of Notes and Assignment of Mortgages. The PFI shall deliver the documents required by Chapter 24.2 of the Origination Guide, as modified by the MPF Xtra Manual, to the MPF Program Custodian.

4.03. Bank Authorized to Disclose Information. The PFI hereby authorizes and directs the Bank to disclose to the MPF Provider and the Investor any information in its possession from time to time regarding the creditworthiness and servicing qualifications of the PFI. Such information shall include but not be limited to performance of its obligations under the PFI Agreement or any other agreement between the Bank and the PFI which the Bank deems reasonable and appropriate to assist the MPF Provider and/or the Investor in monitoring the PFI's creditworthiness and performance of the Servicing Responsibilities. In the event the MPF Provider's rights with respect to the Subject Servicing are terminated, the PFI authorizes the Investor to disclose information in its possession regarding the PFI to the Master Servicer or any replacement Master Servicer as is reasonably necessary to enable such Master Servicer to perform its duties.

4.04. Amendment of Addendum or Subject MPF Xtra MC. The Bank and PFI shall not amend or modify the PFI Agreement in a manner that would affect the Subject Servicing without the prior written consent of the MPF Provider and the Investor. Additionally, the Bank, the PFI and the MPF Provider shall not amend or modify this Addendum without the consent of the Investor, and all amendments to this Addendum shall be in writing duly executed and delivered by the Parties.

4.05. Construction. In the event of any conflict between the terms of this Addendum, as supplemented by the MPF Xtra Manual, and the terms of the Guides, the terms of this Addendum, as supplemented by the MPF Xtra Manual, shall control. In the event of any conflict between the terms of this Addendum and the terms of the MPF Xtra Manual, the terms of the MPF Xtra Manual shall control.

4.06. Governing Law. This Addendum shall be governed by the same choice of law as provided in Section 19.3 of the PFI Agreement.

4.07. Successors and Assigns This Addendum will inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and assigns; provided, however, that the foregoing provision shall not be deemed to permit the assignment by the PFI of any of its rights or obligations hereunder without the prior written consent of the Bank and the MPF Provider.

4.08. Execution in Counterparts; Facsimile Execution Permitted. This Addendum may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which, when so executed and delivered, shall be deemed an original and all of which taken together shall constitute one and the same Addendum. The Parties agree that, upon execution of this Addendum by the Bank, the PFI and the MPF Provider, an imaged copy will be delivered promptly to the Investor. The Parties further agree that this Addendum and signature pages thereof may be transmitted between them by facsimile machine and that counterpart facsimile copies are included in the Addendum. The parties intend that faxed signatures may constitute original signatures and that faxed signature pages containing the signature (original or faxed) of all parties are binding on the parties.

V. SIGNATURES

By signing below, the Parties agree to all of this Addendum's terms and provisions. The Parties have caused this Addendum to be executed and delivered by their duly authorized officers as of the date first written above.

PFI:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Date of PFI Agreement: _____

BANK:
FEDERAL HOME LOAN BANK OF

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

MPF PROVIDER:
FEDERAL HOME LOAN BANK OF CHICAGO

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

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