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**FEDERAL NATIONAL MORTGAGE ASSOCIATION  
("FANNIE MAE")**

**as**

**Issuer, Guarantor and Trustee**

**REMIC MASTER TRUST AGREEMENT**

**For**

**GUARANTEED REMIC  
PASS-THROUGH CERTIFICATES**

**evidencing beneficial interests in**

**POOLS OF MORTGAGE-BACKED SECURITIES**

**May 1, 2010**

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## REMIC MASTER TRUST AGREEMENT

THIS REMIC MASTER TRUST AGREEMENT is executed by Federal National Mortgage Association (“Fannie Mae”), in its corporate capacities as Issuer and Guarantor, and in its capacity as Trustee.

### RECITALS

A. Fannie Mae is a corporation organized and existing pursuant to the Charter Act, and has full corporate authority and power to enter into, and to undertake the obligations set forth in, this Trust Agreement.

B. Fannie Mae has purchased and intends to purchase mortgage loans evidenced by the Mortgage-Backed Securities specified in each related Issue Supplement.

C. Fannie Mae intends to set aside and transfer the mortgage loans evidenced by such Mortgage-Backed Securities to various Trusts established pursuant to this Trust Agreement and the applicable Issue Supplements, and to issue Certificates evidencing the entire beneficial ownership interests in the assets of the related Trusts.

D. Fannie Mae will elect to treat all or a portion of each Trust Fund as one or more REMICs.

E. Fannie Mae intends to guarantee to each Trust sufficient funds to permit timely distributions of required principal and interest on the related Certificates to Holders.

F. Fannie Mae intends to act as Trustee for each Trust.

NOW, THEREFORE, the parties to this Trust Agreement, in the several capacities hereinabove set forth, do hereby declare and establish this Trust Agreement and do hereby undertake and otherwise agree as follows:

### ARTICLE I DEFINED TERMS AND RULES OF CONSTRUCTION

#### Section 1.01. General Definitions.

Whenever used in this Trust Agreement, the following words and phrases will have the following meanings:

***Accrual Class:*** With respect to any Series, any Class of Certificates designated as such in the related Prospectus Supplement.

***Accrual Component:*** With respect to any Series, any Component designated as such in the related Prospectus Supplement.

**Additional Trust Expenses:** As to any Trust, the fees and expenses allocable to that Trust (including indemnification under Section 9.03(b) and legal expense reimbursements under Section 9.03(c)) that are incurred by the Trustee pursuant to the Trust Documents.

**Aggregate Accrual Amount:** With respect to any Series and any Distribution Date, the aggregate amount of interest accrued in respect of the Accrual Classes of such Series during the related Interest Accrual Period and added to the Class Balances thereof on such Distribution Date.

**Amendment:** A document that amends or supplements either this Trust Agreement or an Issue Supplement.

**Business Day:** Any day other than (i) a Saturday, (ii) a Sunday, (iii) a day on which the Fiscal Agent or the Paying Agent is closed, (iv) a day on which the Federal Reserve Bank of New York is closed or (v) with respect to any required withdrawal for remittance to a Paying Agent, a day on which the Federal Reserve Bank is closed in the district where any Certificate Account from which such withdrawal is made is maintained. When used with respect to an Index Determination Date for any LIBOR Class, "Business Day" will mean a day on which banks are open for dealing in foreign currency and exchange in London and New York City.

**Cash Flow Distribution Amount:** As to any Series and any Distribution Date, the sum of (i) the aggregate amount of principal distributable in respect of the related Mortgage-Backed Securities and that Distribution Date, *plus* (ii) the principal component of the Purchase Price of any Mortgage-Backed Security purchased from the Trust pursuant to Section 2.06 since the preceding Distribution Date.

**Certificate or REMIC Certificate:** A guaranteed REMIC pass-through certificate, (i) in the case of any Certificate other than a Depository Certificate and a Residual Certificate, issued in book-entry form and maintained in the name of a record owner as an entry on the books of the Fiscal Agent under a designation specifying the Class and denomination thereof; (ii) in the case of a Depository Certificate, issued in fully registered, certificated form and maintained in the name of the nominee of the Depository as an entry on the books of the Depository under a designation specifying the Class and denomination thereof; and (iii) in the case of a Residual Certificate, issued in fully registered, certificated form as authorized by this Trust Agreement. The term "Certificate" or "REMIC Certificate" does not include any Lower Tier Regular Interest or Middle Tier Regular Interest.

**Certificate Account:** Any account or accounts created and maintained pursuant to Section 5.01, which may hold funds of one or more Trusts and Other Fannie Mae Trusts.

**Certificate Balance:** As to any Certificate (other than a Retail Certificate or a No Payment Residual Certificate) prior to the initial Distribution Date for the related Series, the denomination thereof; and as to any such Certificate subsequent to such initial Distribution Date, the denomination thereof multiplied by the then applicable Class Factor. As to any Retail Certificate at any time, the denomination thereof less all amounts of principal previously distributed with respect thereto as reflected on the books of the Depository.

**Certificate Distribution Amount:** As to any Series and any Distribution Date, an amount equal to the sum of (i) all interest accrued on the then outstanding Certificates for the related Interest Accrual Period *plus* (ii) the Cash Flow Distribution Amount for that Distribution Date; *provided, however*, that the Trustee, in calculating or causing to be calculated the amount to be distributed on any Distribution Date, will make any adjustments as are necessary to reconcile prior payments made in error.

**Certificate Register:** The register maintained pursuant to Section 6.02.

**Certificate Registrar:** A Person designated by the Trustee to perform the functions of a certificate registrar under the Trust Documents, currently U.S. Bank National Association, a national banking association.

**Charter Act:** The Federal National Mortgage Association Charter Act (12 U.S.C. §§ 1716 *et seq.*), as amended and in effect from time to time.

**Class:** With respect to any Series, all Certificates of such Series with the same terms.

**Class Balance:** With respect to any Class of Certificates (other than any No Payment Residual Certificate) at any time, the aggregate of the Certificate Balances of all Certificates of such Class.

**Class Factor:** As to any date of determination and any Class of Certificates (other than any Interest Only Class or any No Payment Residual Certificate), a fraction, the numerator of which is (i) the original Class Balance of such Class *plus*, in the case of each Accrual Class, all interest that has accrued on the Certificates of such Class prior to such date of determination and has been added to the Class Balance thereof, *less* (ii) the aggregate amount of all Principal Distribution Amounts, if any, allocable thereto prior to such date of determination, and the denominator of which is the original Class Balance of such Class. As to any date of determination and any Interest Only Class, a fraction, the numerator of which is (i) the percentage specified in the related Prospectus Supplement for such Interest Only Class *multiplied by* (ii) the then current Class Balance of the Class (or, if applicable, the Component Balance of the Component or the principal balance of the Mortgage-Backed Security) from which the Class Balance of such Interest Only Class is derived as specified in the related Prospectus Supplement (or, if more than one percentage and Class (or Component or Mortgage-Backed Security) is so specified, the sum of the products described in this sentence), and the denominator of which is the original Class Balance of such Interest Only Class.

**COFI Class:** Any Floating Rate Class for which the related Interest Rate is calculated for the related Interest Accrual Period by reference to the Eleventh District Cost of Funds Index, determined as described in the Prospectus, or any successor index thereto; *provided*, that if the most recently announced value for the Eleventh District Cost of Funds Index relates to a month prior to the third month preceding the month in which that Interest Accrual Period begins, such Interest Rate will be calculated by reference to the National Cost of Funds Index; *provided further*, that if the most recently published value for the National Cost of Funds Index relates to a month prior to the fourth month preceding the month in which that Interest Accrual Period begins, such Interest Rate will be calculated by reference to LIBOR.



**Companion Class or Companion Component:** With respect to each Lower Tier Regular Interest, any Class or any Component, as applicable, appearing opposite such Lower Tier Regular Interest in the related Lower Tier Schedule. With respect to each Middle Tier Regular Interest, any Class or any Component, as applicable, appearing opposite such Middle Tier Regular Interest in the related Middle Tier Schedule.

**Component:** Any payment component of a Class designated as such in the related Prospectus Supplement.

**Component Balance:** As to any Component prior to the initial Distribution Date for the related Series, the original principal or notional principal balance of such Component; and as to any such Component subsequent to such initial Distribution Date, such original principal or notional principal balance multiplied by the then applicable Component Factor.

**Component Factor:** As to any date of determination and any Component (other than any Interest Only Component), a fraction, the numerator of which is (i) the original Component Balance of such Component *plus*, in the case of each Accrual Component, all interest that has accrued on such Component prior to such date of determination and been added to the Component Balance thereof, *less* (ii) the aggregate amount of all Principal Distribution Amounts, if any, allocable thereto prior to such date of determination, and the denominator of which is the original Component Balance of such Component. As to any date of determination and any Interest Only Component, a fraction the numerator of which is (i) the percentage specified in the related Prospectus Supplement for such Interest Only Component *multiplied by* (ii) the then current Class Balance of the Class (or, if applicable, the Component Balance of the Component or the principal balance of the Mortgage-Backed Security) from which the Component Balance of such Interest Only Component is derived as specified in the related Prospectus Supplement (or, if more than one percentage and Class (or Component or Mortgage-Backed Security) is so specified, the sum of the products described in this sentence) and the denominator of which is the original Component Balance of such Interest Only Component.

**Corporate Trust Office:** With respect to the presentation and surrender of the Certificates representing each Class of Depository Certificates for the final distribution thereon or the presentation and surrender of a Residual Certificate for any distribution thereon on the final Distribution Date for the related Series, the office of the New York Presenting Agent or the principal corporate trust office of the Certificate Registrar, currently located at 1 Federal Street, Boston, Massachusetts 02110; with respect to notices to the Certificate Registrar and the Transfer Agent, the foregoing address; and for all other purposes, either the office of the New York Presenting Agent or the foregoing address or such other address or addresses as the Trustee may designate from time to time by notice to the Holders of the Residual Certificates, *provided* that there will at all times be a New York Presenting Agent.

**Depository:** A Person designated by the Issuer to perform the functions of a securities depository under the Trust Documents, currently The Depository Trust Company, a New York-chartered limited purpose trust company.

**Depository Certificates:** As specified in the related Prospectus Supplement.

**Determination Date:** As to any Distribution Date for any Series, the third preceding Business Day.

**Disqualified Organization:** A disqualified organization as defined in Section 860E(e)(5) of the Internal Revenue Code.

**Distribution Date:** The 25th day of any month, or if that day is not a Business Day, the next Business Day. The first Distribution Date with respect to a Trust will occur in the first month that follows the month in which the related Issue Date occurs.

**Effective Date:** May 1, 2010.

**Eleventh District Cost of Funds Index:** The Monthly Weighted Average Cost of Funds for the Eleventh District Savings Institutions published by the Federal Home Loan Bank of San Francisco.

**Eligible Depository:** (a) Any Federal Reserve Bank, (b) any Federal Home Loan Bank or (c) any other depository institution that:

- (i) has its accounts insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund or such other governmental insurer or guarantor as may be acceptable to the Guarantor;
- (ii) is rated as “well capitalized” by its applicable federal or state regulator or, if not rated by a federal or state regulator, satisfies the capital requirements that would apply for categorization as “well capitalized” under federal or state regulations; and
- (iii) has a financial rating that meets or exceeds at least one of the following criteria:
  - (a) a short-term issuer rating by S&P of “A-3,” or if no short-term issuer rating by S&P is available, a long-term issuer rating of “BBB-” by S&P;
  - (b) a short-term bank deposit rating by Moody’s of “P-3,” or if no short-term bank deposit rating by Moody’s is available, a long-term bank deposit rating of “Baa3” by Moody’s;
  - (c) a financial rating of “125” by IDC;
  - (d) a financial rating of “C+” by LACE; or
  - (e) satisfies any other standard determined by the Guarantor, *provided* that such other standard is comparable to the rating requirements set forth above.

If a depository institution satisfies the standards in clauses (i) and (ii) and has a rating that meets or exceeds at least one of the ratings specified in clause (iii), that depository institution will be considered an “Eligible Depository” even if another organization rates such depository institution below the minimum level specified.

**Eligible Investment:** Any one or more of the following obligations, securities or holdings, *provided* that its term satisfies the applicable maturity requirement in this Trust Agreement:

- (i) obligations of, or obligations guaranteed as to the full and timely payment of principal and interest by, the United States;
- (ii) obligations of any agency or instrumentality of the United States that have a long-term rating or a short-term rating, as applicable, from S&P or from Moody's, in either case in one of its two highest ratings categories for long-term securities or in its highest ratings category for short-term securities;
- (iii) certificates of deposit, time deposits and bankers' acceptances of any depository institution or trust company, *provided* that the short-term securities of the depository institution or trust company are rated by S&P or Moody's in the highest applicable ratings category for short-term securities;
- (iv) commercial paper of any corporation that is rated by S&P or Moody's in its highest short-term ratings category;
- (v) asset-backed commercial paper that is rated by S&P or Moody's in its highest short-term ratings category;
- (vi) debt securities that have a long-term rating or a short-term rating, as applicable, from S&P or from Moody's, in either case in one of its two highest ratings categories for long-term securities or in its highest ratings category for short-term securities;
- (vii) money market funds that are rated by S&P or Moody's in one of its two highest ratings categories for money market funds;
- (viii) discount notes and other short-term debt obligations issued by Fannie Mae, a Federal Home Loan Bank, the Federal Home Loan Bank System, the Federal Farm Credit Bank or another entity that is an agency or instrumentality of the United States, *provided* that the issuer then has a long-term rating or short-term rating, as applicable, from S&P or Moody's, in either case in one of its two highest ratings categories for long-term securities or in its highest ratings category for short-term securities;
- (ix) repurchase agreements on obligations that are either specified in any of clauses (i), (ii) or (vi) above or are mortgage-backed securities insured or guaranteed by Fannie Mae or another entity that is an agency or instrumentality of the United States; *provided* that the counterparty to the repurchase agreement is an entity whose short-term debt securities are rated by S&P or Moody's in its highest ratings category for short-term securities; and
- (x) any other investment that is approved by the Guarantor and is rated in one of the two highest ratings categories of the applicable rating agency for long-term

securities or the highest ratings category of the applicable rating agency for short-term securities.

In each case in which a rating level is required, if the relevant securities, issuer or fund is rated by both S&P and Moody's, both such ratings must meet the stated rating level in order for the requirement to be satisfied. The rating level will be construed as provided in Section 1.02(j) and, accordingly, will not be satisfied by a rating that is the minimum rating followed by a minus sign.

**Estimated Funding:** Amounts transferred to a Certificate Account by the Guarantor pursuant to Section 5.05(c) that are consistent with Section 1.860G-2(c)(3)(iii) of the Regulations.

**Fannie Mae:** Federal National Mortgage Association, a body corporate organized and existing under the laws of the United States, or any successor or assign.

**Fannie Mae Web site:** The site maintained by Fannie Mae on the World Wide Web, which is currently [www.fanniemae.com](http://www.fanniemae.com), or any successor site or medium of communication, electronic or otherwise, that is available for access by the Person who is the intended recipient of the relevant notification or information.

**Federal Home Loan Bank:** A Federal Home Loan Bank (as that term is used in Section 2 of the Federal Home Loan Bank Act, 12 U.S.C. § 1422, as in effect from time to time).

**Federal Reserve Bank:** A Federal Reserve Bank (as that term is used in Section 2 of the Federal Reserve Act, 12 U.S.C. § 225, as in effect from time to time).

**Final Distribution Date:** As to any Class, Lower Tier Regular Interest or Middle Tier Regular Interest, the Distribution Date specified as such in the related Prospectus Supplement, the related Lower Tier Schedule or the related Middle Tier Schedule, respectively. The applicable Final Distribution Date will constitute the "latest possible maturity date" for any Class, Lower Tier Regular Interest or Middle Tier Regular Interest for purposes of satisfying section 1.860G-1(a)(4)(iii) of the Regulations.

**Fiscal Agent:** A Person designated by the Issuer to perform the functions of a fiscal agent under the Trust Documents, currently the Federal Reserve Bank of New York.

**Floating Rate Classes:** Any Classes of a Series designated as "Floating Rate," "Inverse Floating Rate" or "Toggle" in the related Prospectus Supplement.

**Guarantor:** Fannie Mae, in its corporate capacity as guarantor under the Trust Documents, or any successor or assign that assumes the responsibilities provided for this capacity in the Trust Documents.

**Guarantor Event of Default:** An event of default described in Section 10.01 that has not been cured or waived.

**Guaranty:** The Guarantor's guaranty obligations to a Trust, as described in Section 5.05.

**Guaranty Payment:** Any payment required to be made by the Guarantor pursuant to the Guaranty.

**Holder:** As to any Regular Certificate other than a Depository Certificate, the Person in whose name that Certificate is registered in the records of the Fiscal Agent. As to any Depository Certificate, the entity acting as nominee for the Depository. As to any Residual Certificate, the Person in whose name that Certificate is registered in the Certificate Register maintained by the Certificate Registrar.

**IDC:** IDC Financial Publishing or its successor.

**Index Determination Date:** With respect to any Interest Accrual Period for any Floating Rate Class, the second Business Day next preceding the beginning of such Interest Accrual Period.

**Initial Interest Distribution Date:** With respect to each applicable Accrual Class, the Distribution Date specified in the related Prospectus Supplement as the first Distribution Date on which interest will be paid in respect of that Class.

**Interest Accrual Period:** With respect to each Class of interest-bearing Certificates, as specified in the related Prospectus Supplement. With respect to each interest-bearing Lower Tier Regular Interest and any Distribution Date, the one-month period beginning on the 25th day of the month preceding the month in which such Distribution Date occurs. With respect to each interest-bearing Middle Tier Regular Interest and any Distribution Date, the one-month period beginning on the 25th day of the month preceding the month in which such Distribution Date occurs.

**Interest Only Classes:** As specified in the related Prospectus Supplement.

**Interest Only Components:** As specified in the related Prospectus Supplement.

**Interest Rate:** With respect to each Class of interest-bearing Certificates, the rate per annum specified or determined as provided in the related Prospectus Supplement; *provided, however,* that in the case of any initial Interest Rate described as an “assumed” rate in the related Prospectus Supplement, the actual initial Interest Rate will be specified in the related Issue Supplement.

**Internal Revenue Code:** The United States Internal Revenue Code, as in effect from time to time; references to any section refer to that section or any successor or replacement section.

**Issue Date:** As to any Series, as specified in the related Issue Supplement.

**Issue Supplement:** Any one or more physical or electronic documents or records (signed or unsigned) prepared by the Issuer as provided in Section 2.07 that, together with this Trust Agreement, documents the establishment of a Trust, as such documents or records may be amended from time to time. An Issue Supplement may be comprised of a document or record in

substantially the form appended to this Trust Agreement as Exhibit A, or such other form as the Issuer may designate from time to time.

**Issuer:** Fannie Mae, in its capacity as sponsor of each issuance of Certificates and settlor of each of the Trusts, or any successor or assign that assumes the responsibilities specified for this capacity in the Trust Documents.

**LACE:** LACE Financial Corporation or its successor.

**LIBO Method:** With respect to any Index Determination Date, the method for determining LIBOR calculated on the basis of the offered rates of the Reference Banks for one-month U.S. dollar deposits, as of 11:00 a.m. (London time) on such Index Determination Date. The Issuer may either rely on these quotations as they appear on the Reuters Screen LIBO Page or request the principal London office of each of the Reference Banks to provide a quotation of its rate. If on such Index Determination Date, two or more Reference Banks provide such offered quotations, LIBOR for the related Interest Accrual Period will be the arithmetic mean of such offered quotations (rounded upwards, if necessary, to the nearest whole multiple of 1/16%). If on such Index Determination Date, fewer than two Reference Banks provide such offered quotations, LIBOR for the related Interest Accrual Period will be the higher of (i) LIBOR as determined on the previous Index Determination Date and (ii) the Reserve Interest Rate.

**LIBOR:** The London interbank offered rate for one-month United States dollar deposits determined by the Issuer on each Index Determination Date pursuant to Section 4.05. LIBOR will be determined as described in the Prospectus.

**LIBOR Class:** Any Floating Rate Class for which the related Interest Rate is calculated with reference to LIBOR or any successor index thereto.

**Lower Tier Interests:** As to any Two Tier Series or Three Tier Series, the Lower Tier Regular Interests and the RL Class Certificate of such Series.

**Lower Tier Regular Interests:** As to any Two Tier Series or Three Tier Series, the interests issued hereunder and specified in the related Lower Tier Schedule other than the RL Class Certificate.

**Lower Tier REMIC:** As to any Two Tier Series or Three Tier Series, the portion of the Trust Fund as to which a REMIC election is made that consists of (i) the Mortgage-Backed Securities included in such Trust Fund and all proceeds thereof, (ii) the Certificate Account for the related Trust and all amounts held therein or credited thereto, and (iii) any other assets specified in the related Issue Supplement.

**Lower Tier Schedule:** As to any Two Tier Series or Three Tier Series, the schedule designated as such and attached as an exhibit to the related Issue Supplement.

**Middle Tier Interests:** As to any Three Tier Series, the Middle Tier Regular Interests and the RM Class Certificate of such Series.

***Middle Tier Regular Interests:*** As to any Three Tier Series, the interests issued hereunder and specified in the related Middle Tier Schedule other than the RM Class Certificate.

***Middle Tier REMIC:*** As to any Three Tier Series, the portion of the Trust Fund as to which a REMIC election is made that consists of (i) the Lower Tier Regular Interests of such Trust and all proceeds thereof and (ii) any other assets specified in the related Issue Supplement.

***Middle Tier Schedule:*** As to any Three Tier Series, the schedule designated as such and attached as an exhibit to the related Issue Supplement.

***Moody's:*** Moody's Investors Service, Inc. or its successor.

***Mortgage-Backed Security:*** As to any Trust, each underlying mortgage-backed security specified in the related Issue Supplement.

***Mortgage-Backed Security Schedule:*** The schedule of Mortgage-Backed Securities identifying the Mortgage-Backed Securities to be deposited in a particular Trust and included as an exhibit to each Issue Supplement; *provided however*, in lieu of attaching the Mortgage-Backed Securities Schedule to the Issue Supplement such Mortgage-Backed Securities Schedule may be prepared in electronic form referencing the applicable Series and related Mortgage-Backed Securities and such electronic schedule shall be deemed attached to the related Issue Supplement.

***National Cost of Funds Index:*** The National Monthly Median Cost of Funds Ratio to SAIF-Insured Institutions published by the Office of Thrift Supervision, determined as described in the Prospectus, or any successor index thereto.

***New York Presenting Agent:*** A Person designated by the Issuer to perform the functions of a presenting agent and to maintain an office within the Borough of Manhattan, City of New York, State of New York, currently U.S. Bank National Association, a national banking association, with its offices at 100 Wall Street, New York, New York.

***Non-LIBOR Floating Rate Class:*** Any COFI Class, Prime Rate Class, Seven-Year Treasury Class, SIFMA Class or Ten-Year Treasury Class, as applicable, or any other Floating Rate Class for which the related Interest Rate is calculated by reference to an index other than LIBOR, as specified in the related Prospectus Supplement.

***No Payment Residual Certificate:*** Any Residual Certificate that is issued with no principal balance and does not bear interest.

***Opinion of Counsel:*** An opinion from legal counsel, which, except as otherwise expressly provided in this Trust Agreement, may be given by counsel employed or retained by the Issuer.

***Other Fannie Mae Trust:*** Any trust established pursuant to a document (other than this Trust Agreement) under which mortgage-backed securities are issued by Fannie Mae.

**Paying Agent:** A Person designated by the Trustee to perform the functions of a paying agent under the Trust Documents, currently (i) in the case of any Certificate other than a Depository Certificate and a Residual Certificate, the Federal Reserve Bank of New York; (ii) in the case of a Depository Certificate, The Depository Trust Company, a New York-chartered limited purpose trust company; and (iii) in the case of a Residual Certificate, U.S. Bank National Association, a national banking association.

**Person:** Any legal person, including any individual, corporation, partnership, limited liability company, financial institution, joint venture, association, joint stock company, trust, unincorporated organization or governmental unit or political subdivision of any governmental unit.

**Prime Rate Class:** Any Floating Rate Class for which the related Interest Rate is calculated for the related Interest Accrual Period by reference to the Prime Rate, determined as described in the Prospectus, or any successor index thereto.

**Principal Distribution Amount:** With respect to any Series and any Distribution Date, an amount equal to the sum of (i) the Cash Flow Distribution Amount for such Distribution Date *plus* (ii) the Aggregate Accrual Amount for such Distribution Date, if any.

**Prospectus:** As to any Series and Issue Date, the most recently dated Single-Family REMIC Prospectus or Multifamily REMIC Prospectus, as applicable, relating to Fannie Mae Guaranteed REMIC Pass-Through Certificates, as the same may be modified or supplemented with respect to that Series, including in each case documents or other information incorporated by reference.

**Prospectus Supplement:** As to any Series, as specified in the related Issue Supplement.

**Purchase Price:** With respect to any Mortgage-Backed Security purchased from a Trust pursuant to Section 2.06, the unpaid principal balance of such Mortgage-Backed Security as of the date of purchase (after giving effect to the amount of principal and interest scheduled to be distributed on or added to the principal balance of such Mortgage-Backed Security on the Distribution Date immediately following the date of purchase); *provided, however*, that the Purchase Price for any Mortgage-Backed Security that is a principal only security or an interest only security and that is required to be purchased by the Issuer pursuant to Section 2.06(b) will be determined by the Issuer at the time of purchase.

**R Class Certificate or RL Class Certificate or RM Class Certificate:** As to any Series, any Certificate designated as such in the related Prospectus Supplement.

**Record Date:** As to any Distribution Date, the close of business on the last day of the calendar month immediately preceding the calendar month in which that Distribution Date occurs.

**Reference Bank:** Any leading bank selected by the Issuer that is engaged in transactions in Eurodollar deposits in the international Eurocurrency market that (i) has an established place of business in London, (ii) is not controlling, under the control of or under common control with the Issuer and (iii) has been designated as such by the Issuer.



**Regular Certificate:** Any Certificate of a Series other than a Residual Certificate.

**Regulations:** The Treasury regulations issued on December 23, 1992, as amended, relating to REMICs.

**REMIC:** A “real estate mortgage investment conduit” within the meaning of Section 860D of the Internal Revenue Code.

**Reserve Interest Rate:** With respect to any Index Determination Date, the rate per annum that the Issuer determines to be either (i) the arithmetic mean (rounded upwards if necessary to the nearest whole multiple of 1/32%) of the one-month U.S. dollar lending rates which New York City banks selected by the Issuer are quoting on the relevant Index Determination Date to the principal London offices of leading banks in the London interbank market or (ii) in the event that the Issuer can determine no such arithmetic mean, the lowest one-month U.S. dollar lending rate which New York City banks selected by the Issuer are quoting on such Index Determination Date to leading European banks.

**Residual Certificate:** As to each Series, any Certificate designated as such in the related Issue Supplement.

**Retail Cash Deposit Account:** With respect to each applicable Series, a non-interest-bearing deposit account established by the Trustee with the Paying Agent for the purposes set forth in the related Prospectus Supplement or Retail Class Supplement, as applicable.

**Retail Certificates:** The Certificates of each Class designated as a Retail Class in the related Prospectus Supplement or Retail Class Supplement, as applicable.

**Retail Class Supplement:** With respect to certain Series that include Retail Certificates, a separate prospectus supplement relating to the Retail Certificates of such Series.

**Reuters Screen LIBO Page:** The display designated as page “LIBO” on the Reuters Monitor Money Rates Service, or any page that may replace page “LIBO” on that service or any successor service for the purpose of displaying London interbank offered quotations of major banks.

**S&P:** Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., or its successor.

**Security Distribution:** As to any Mortgage-Backed Security and Security Distribution Due Date, the distribution payable to the holder of such Mortgage-Backed Security in accordance with its terms.

**Security Distribution Due Date:** The date upon which a particular Security Distribution is payable to the holder of the related Mortgage-Backed Security in accordance with its terms.

**Series:** Each separate series of Certificates.

**Settlement Date:** As to any Series, as specified in the related Issue Supplement.

**Seven-Year Treasury Class:** Any Floating Rate Class for which the related Interest Rate is calculated for the related Interest Accrual Period by reference to the average yield on U.S. Treasury securities, adjusted to a constant maturity of seven years, determined as described in the Prospectus, or any successor index thereto.

**SIFMA Class:** Any Floating Rate Class for which the related Interest Rate is calculated for the related Interest Accrual Period by reference to the Securities Industry and Financial Markets Association Municipal Swaps Index published by Municipal Market Data, a Thomson Financial Services Company, determined as described in the Prospectus, or any successor index thereto.

**Single Tier REMIC:** As to any Series with only one REMIC, the portion of the Trust Fund as to which a REMIC election is made that consists of (i) the Mortgage-Backed Securities included in such Trust Fund and all proceeds thereof, (ii) the Certificate Account for the related Trust and all amounts held therein or credited thereto, (iii) any Retail Cash Deposit Account for such Trust and all amounts held therein or credited thereto, and (iv) any other assets specified in the related Issue Supplement.

**Ten-Year Treasury Class:** Any Floating Rate Class for which the related Interest Rate is calculated for the related Interest Accrual Period by reference to the average yield on U.S. Treasury securities, adjusted to a constant maturity of ten years, determined as described in the Prospectus, or any successor index thereto.

**Three Tier Series:** Any Series with a Lower Tier REMIC, a Middle Tier REMIC and an Upper Tier REMIC.

**Transfer Agent:** A Person designated by the Trustee to perform the functions of a transfer agent under the Trust Documents, currently U.S. Bank National Association, a national banking association.

**Transferor:** A Person, acting in its capacity as principal, that transfers Mortgage-Backed Securities to the Issuer for securitization in exchange for cash or Certificates, or a combination of cash and Certificates; provided that, in the case of a Mortgage-Backed Security that is transferred from Fannie Mae's portfolio, the Issuer. This definition of Transferor will be interpreted in a manner consistent with the requirements of generally accepted accounting principles relating to the transfers of financial assets and any other relevant authoritative accounting literature, as such requirements are applicable from time to time.

**Trust:** A trust created pursuant to the Trust Documents.

**Trust Administration Fee:** Any fee payable pursuant to Section 2.12 (or, if applicable, Section 9.10) as compensation for services to the Trusts.

**Trust Agreement:** This REMIC Master Trust Agreement, by and among Fannie Mae in its corporate capacities as Issuer and Guarantor, and Fannie Mae in its capacity as Trustee, as it may be amended in accordance with its terms.

**Trust Documents:** As to any Trust, only this Trust Agreement, the related Issue Supplement and any Amendment related to either of them.

**Trust Fund:** As to any Trust, the assets of that Trust, consisting of (i) the Mortgage-Backed Securities and all proceeds thereof, (ii) the Certificate Account for such Trust and all amounts held therein or credited thereto, (iii) any Retail Cash Deposit Account for such Trust and all amounts held therein or credited thereto, (iv) the right to receive payments under the Guaranty and (v) any other assets specified in the related Issue Supplement, but excluding any interest earnings or other investment earnings on any of the assets of that Trust when held pursuant to this Trust Agreement in any account established under this Trust Agreement.

**Trustee:** Fannie Mae, in its capacity as trustee, its successors or assigns, which will have the responsibilities specified for this capacity in the Trust Documents.

**Trustee Event of Default:** Any of the events described as such in Section 9.06(b)(ii) that has not been cured or waived.

**Two Tier Series:** Any Series with only a Lower Tier REMIC and an Upper Tier REMIC.

**Underlying Trust Agreement:** As to each Mortgage-Backed Security, the trust agreement or trust indenture pursuant to which such Mortgage-Backed Security was issued.

**United States.** The United States of America.

**Upper Tier REMIC:** As to any Two Tier Series, the portion of the Trust Fund as to which a REMIC election is made that consists of (i) the related Lower Tier Regular Interests and all proceeds thereof, (ii) any Retail Cash Deposit Account for such Trust and all amounts held therein or credited thereto and (iii) any other assets specified in the related Issue Supplement. As to any Three Tier Series, the portion of the Trust Fund as to which a REMIC election is made that consists of (i) the related Middle Tier Regular Interests and all proceeds thereof, (ii) any Retail Cash Deposit Account for such Trust and all amounts held therein or credited thereto and (iii) any other assets specified in the related Issue Supplement.

**U.S. Person:** A “United States person” within the meaning of section 7701(a)(30) of the Internal Revenue Code.

**Voting Rights:** With respect to a Series, the portion of the voting rights of all the Certificates of that Series that is allocated to any Certificate for purposes of the related Holder’s right to vote, give notice, consent or otherwise take action under the Trust Documents. Voting Rights will be allocated (i) 98% to the Classes of Regular Certificates (other than any Interest Only Classes) and (ii) 2% to the Interest Only Classes. Subject to the foregoing, the Voting Rights allocated to individual Classes will reflect their respective Class Balances. The Voting Rights allocated to each Class of Certificates will be allocated among all Holders of each such Class in proportion to their respective Certificate Balances. Notwithstanding the foregoing, any Certificate required to be excluded pursuant to Section 12.01 will not be allocated any Voting Rights.

Section 1.02. Rules of Construction.

The rules of construction set forth in this Section 1.02 apply to the Trust Documents.

(a) *Singular and Plural; Gender.* The singular form of any word includes the plural, and vice versa, unless the context otherwise requires. The use of a pronoun of one gender includes correlative words of the other gender and neuter words, and the use of a neuter term includes words of both genders.

(b) *Sections and Other Subdivisions.* All references to “Articles,” “Sections” and other subdivisions (unless stated to be of a document other than the Trust Agreement) are to the corresponding Articles, Sections and other subdivisions of the Trust Agreement; and the words “in this Trust Agreement,” “of this Trust Agreement,” “under this Trust Agreement,” “of the Trust Agreement,” and other words of similar import refer to the Trust Agreement as a whole and not to any particular Article, Section or other subdivision, unless specified.

(c) *Headings and Examples.* Any captions, headings or titles of the various Articles, Sections and other subdivisions (including the numbering of them), and the table of contents, are solely for convenience of reference, and none of them limits or otherwise affects the meaning, construction or effect of the Trust Documents or describes the scope or intent of any provision. In addition, any examples are included by way of illustration and not limitation.

(d) *Recitals.* Each of the recitals set forth at the outset of this Trust Agreement is deemed a statement by Fannie Mae as to the purpose and scope of the various Trusts and its roles with respect to those Trusts, as further defined and limited in the Trust Documents.

(e) *Written Statements.* Every “request,” “order,” “demand,” “appointment,” “notice,” “statement,” “certificate,” “consent,” “direction” or similar action by any party will be in writing, which includes an electronic transmission of a writing or posting in an electronic medium, including the Fannie Mae Web site as provided in Section 13.04.

(f) *Counsel; Accountants.* All references to “counsel,” “attorneys” or the like mean and include counsel employed or engaged by Fannie Mae, whether or not suit is instituted; and all references to fees of such persons include fees and disbursements preparatory to and during trial and appeal and in any bankruptcy or arbitration proceedings, as well as advice relating to the application or interpretation of the Trust Documents. All references to “accountants” or the like mean and include accountants employed or engaged by Fannie Mae. In determining compliance with accounting standards, the opinion of the accountants employed by Fannie Mae will be conclusive.

(g) *Inclusionary Language.* Whenever the word “includes” or “including” is used, such word means “includes or including by way of example and not limitation.”

(h) *Fannie Mae.* As defined in Section 1.01, any reference to Fannie Mae means Fannie Mae in one or more of its corporate capacities, as specified or as provided in context, and not in its capacity as Trustee unless expressly provided otherwise. A successor to Fannie Mae means a Person that succeeds to the entire business or the relevant portion of the business of

Fannie Mae, by merger, reorganization or purchase of all or substantially all of the assets, or a Person that succeeds to Fannie Mae in the applicable capacity under this Trust Agreement.

(i) *Individual Trusts.* With respect to each Trust, and unless expressly stated otherwise, the provisions of the Trust Documents will be interpreted as referring only to the Certificates of that Trust, the Holders of those Certificates and the Trust Fund related to that Trust.

(j) *Rating Agency.* Whenever reference is made to any rating agency (i) if that rating agency has been merged into another entity, no longer exists, no longer rates the type of security or entity that is the subject of the reference, or no longer uses the ratings system that is included in the reference, and if there is a successor rating agency, then the reference will be deemed to mean that successor rating agency; (ii) it may include a nationally recognized statistical rating organization, other than one named in this Trust Agreement, that has been designated as such by the Securities and Exchange Commission (or successor governmental agency) and selected by the Issuer for purposes of this Trust Agreement; or (iii) for money market funds, if neither S&P nor Moody's has rated, or if each has ceased to rate, a money market fund, then the Issuer may select any other rating agency widely used by the market for rating money market funds, such as Morningstar Ratings<sup>TM</sup>, Fitch, Inc., Lipper, Inc., Duff & Phelps Credit Rating Co., Dominion Bond Rating Service or any comparable rating agency. For purposes of this provision, if the legal form and status of a rating agency is unchanged but (x) such rating agency no longer rates the type of security or entity that is the subject of the rating or (y) such rating agency no longer uses the ratings system that is included in the reference, the term "successor rating agency" will also include any rating agency designated by the Issuer that continues to rate the relevant type of security or entity and/or continues to use a comparable ratings system, as applicable, and that otherwise satisfies the criteria set forth in (ii) and (iii) above. In the case of (i), (ii) or (iii), the referenced ratings categories will be deemed to refer to the comparable ratings categories in the rating system used by the rating agency that succeeds that rating agency. In determining the number of applicable ratings categories of a particular rating agency, pluses and minuses (or numbered subcategories) will be ignored, except that a minimum alpha-numeric rating that is followed by a minus sign (or by the least desirable numeric indication) will not be considered to be in the required category. For example, as of the Effective Date, (a) the two highest ratings categories for long-term securities are "AAA" and "AA" for S&P and "Aaa" and "Aa" for Moody's; (b) the highest ratings categories for short-term securities are "A-1" for S&P and "P-1" for Moody's; (c) the two highest ratings categories for money market funds are "AAAm" and "AAm" for S&P and "Aaam" and "Aam" for Moody's; and (d) a long-term rating of "AA-" by S&P or "Aa3" by Moody's will not be considered in the two highest ratings categories.

(k) *Changes in Laws.* Whenever a statute, regulation, governmental body, accounting standard or accounting body is identified in this Trust Agreement, the reference includes any modification of, successor to or renamed statute, regulation, governmental body, accounting standard or accounting body.

(l) *Delegates, Agents, Successors and Assigns.* Whenever a Person is referenced in the Trust Documents, and except as provided in Section 1.02(h) with respect to Fannie Mae, the reference includes that Person's successors and assigns, by merger, acquisition, operation of law, reorganization, inheritance or similar occurrence, as well as any Person who succeeds in the relevant capacity pursuant to the terms of the Trust Documents. A successor to any governmental

unit referenced in the Trust Documents includes a governmental unit that is created or charged with carrying out substantially the same functions as the referenced governmental unit. A Person may exercise any of the rights or powers granted to it or perform any duties under the Trust Documents either directly or by or through agents or attorneys.

(m) *Substantial Compliance.* Any administrative practice adopted, implemented, changed or discontinued by the Trustee or Paying Agent in order to accommodate administrative practices or processes (including systems limitations) will be considered to be consistent with this Trust Agreement and expectations of a reasonable investor in mortgage-backed securities if such practice achieves substantial compliance in all material respects with this Trust Agreement.

(n) *Will.* Whenever the word “will” is used as a verb, such word means that an obligation is imposed and is not intended merely as an expression of the future tense.

(o) *Court.* Whenever the word “court” is used, such word means a court of competent jurisdiction.

## ARTICLE II

### THE TRUSTS; APPLICABLE DOCUMENTATION; REMIC DECLARATIONS

Section 2.01. Declaration of Trust; Transfer and Conveyance of Mortgage-Backed Securities.

With respect to each Series, by delivering any Certificate pursuant to the Trust Documents, the Issuer unconditionally, absolutely and irrevocably sets aside, transfers, assigns, sets over and otherwise conveys to the Trustee, on behalf of related Holders, all of the Issuer’s right, title and interest in and to the Mortgage-Backed Securities, including all payments of principal and interest thereon received after the month in which the Issue Date occurs. Once Mortgage-Backed Securities have been identified as being part of a particular Trust for which at least one Certificate has been issued, they will remain in that Trust unless removed in a manner consistent with the Trust Documents.

Section 2.02. Acceptance of Responsibilities.

Concurrently with the Issuer’s setting aside, transferring, assigning, setting over and otherwise conveying the Mortgage-Backed Securities to the Trustee for a Trust:

(a) the Trustee (i) accepts the Mortgage-Backed Securities so conveyed, (ii) acknowledges that it holds all of the related Trust Fund in trust for the exclusive benefit of the related Holders and (iii) agrees to administer the related Trust Fund and the related Certificates in accordance with the terms of the related Trust Documents; and

(b) the Guarantor agrees to make Guaranty Payments in accordance with the terms of the Trust Documents.

### Section 2.03. Security Interest.

The Issuer intends that the conveyance, transfer and setting aside of the Mortgage-Backed Securities by the Issuer to the Trustee pursuant to the Trust Documents be a true, absolute and unconditional sale of the Mortgage-Backed Securities by the Issuer to the Trustee, and not a pledge of the Mortgage-Backed Securities to secure a debt or other obligation of the Issuer. Notwithstanding this express intention, however, if the Mortgage-Backed Securities are determined by a court to be the property of the Issuer, then the Issuer intends that:

(a) the conveyance of the Mortgage-Backed Securities be deemed a pledge of the Mortgage-Backed Securities by the Issuer to the Trustee to secure a debt or other obligation of the Issuer; and

(b) (i) the Trust Documents be deemed a security agreement within the meaning of Articles 8 and 9 of the Uniform Commercial Code as in effect from time to time in the District of Columbia;

(ii) the conveyance provided for in Section 2.01 be deemed a grant by the Issuer to the Trustee of a security interest in: (A) all of the Issuer's right, title and interest in and to the Mortgage-Backed Securities and all amounts payable under the Mortgage-Backed Securities in accordance with their terms; and (B) all proceeds of any conversion, voluntary or involuntary, of those Mortgage-Backed Securities and amounts into cash, instruments, securities or other property (other than interest earnings and other investment earnings on any Certificate Account);

(iii) the obligations secured by this security agreement be deemed all of the Issuer's obligations under the Trust Documents, including the obligation to make payments to Holders;

(iv) notifications to Persons holding such property, and acknowledgments, receipts or confirmations from Persons holding such property, be deemed notifications to, or acknowledgments, receipts or confirmations from, financial intermediaries, bailees or agents (as applicable) of the Trustee for the purpose of perfecting the security interest under applicable law; and

(v) immediately upon default of the deemed indebtedness of the Issuer with respect to any Trust, the Trustee, without any further action, will become the absolute owner (in its capacity as Trustee of the related Trust) of the Mortgage-Backed Securities securing such deemed indebtedness, free and clear of any and all interests of the Issuer in such Mortgage-Backed Securities.

### Section 2.04. Equitable Interest.

If the Issuer fails to transfer the entire legal ownership in and to each Mortgage-Backed Security to the related Trust, the Issuer intends that the Trust Documents nevertheless will operate to transfer the entire equitable ownership interest in and to each Mortgage-Backed Security to the Trustee for the related Trust.

#### Section 2.05. Prohibition Against Encumbrance.

Except as may otherwise be provided expressly in the Trust Documents, none of the Issuer, the Guarantor or the Trustee will, directly or indirectly, assign, sell, dispose of or transfer all or any portion of or interest in any Trust Fund, or permit all or any portion of any Trust Fund to be subject to any lien, claim, mortgage, security interest, pledge or other encumbrance of any other Person.

#### Section 2.06. Purchase and Substitution.

(a) Upon discovery of a breach by the Transferor of a representation or warranty made by the Transferor to the Issuer with respect to the Mortgage-Backed Securities to be included in the Trust Fund, the Issuer may, within 90 days of discovery of such breach, purchase from the Trust at the applicable Purchase Price any Mortgage-Backed Security with respect to which such breach applies.

(b) The Issuer will, as soon as practicable, purchase from the Trust at the applicable Purchase Price any Mortgage-Backed Security if (i) the Issuer, a court of competent jurisdiction or a governmental agency duly authorized to oversee or regulate the Issuer's business determines that the Issuer's acquisition of that Mortgage-Backed Security was unauthorized; or (ii) a court or governmental agency requires purchase of that Mortgage-Backed Security from a Trust.

(c) Notwithstanding the foregoing, no Mortgage-Backed Security that is a principal only security or an interest only security may be purchased by the Issuer pursuant to Section 2.06(a).

(d) In lieu of purchasing a Mortgage-Backed Security pursuant to Section 2.06(a), the Issuer may remove such Mortgage-Backed Security from the Trust and substitute therefor one or more Mortgage-Backed Securities; *provided*, that such substitution will be permissible only if (i) such substitute Mortgage-Backed Securities have the agreed upon characteristics for Mortgage-Backed Securities to be included in the Trust Fund (subject to customarily permitted tolerances), (ii) such substitute Mortgage-Backed Securities have an aggregate principal balance, as of the date of substitution, equal to the unpaid principal balance of the Mortgage-Backed Security being removed and (iii) such substitution occurs within two years of the related Settlement Date.

(e) Any purchase or substitution occurring pursuant to this Section 2.06 will be effective as of the first day of the calendar month in which such purchase or substitution occurs. Upon the removal and substitution (if applicable) of any Mortgage-Backed Security, the Issuer will amend the related Mortgage-Backed Security Schedule to reflect such removal and substitution (if applicable).

#### Section 2.07. Issue Supplement.

An Issue Supplement documents the establishment of a particular Trust and relates to a Series of Certificates representing the entire beneficial ownership interests in the related Trust Fund. The Issuer will prepare and maintain for each such Series a Mortgage-Backed Security Schedule identifying the Mortgage-Backed Securities to be deposited in a particular Trust, which may be in an electronic format and if in electronic format will be deemed attached to the Issue



Supplement. If for any reason the creation of an Issue Supplement is delayed, the Issuer will create one as soon as practicable, and such delay will not affect the validity or existence of the Trust or the related Certificates. Any one or more physical or electronic documents or records (signed or unsigned) made in the ordinary course that conclusively identify the related Mortgage-Backed Securities as being part of the Trust Fund will be deemed to be an Issue Supplement for purposes of documenting the establishment of the related Trust.

#### Section 2.08. Issue Supplement and Trust Agreement.

With respect to each Trust, the collective terms of the Trust Documents will govern the issuance and administration of the Certificates related to such Trust and all matters related thereto, and will have no applicability to any other Trust or Certificates. As applied to each Trust, the collective terms of the Trust Documents will constitute an agreement as if the collective terms of those instruments were set forth in a single instrument. In the event of a conflict between the terms of this Trust Agreement and the terms of an Issue Supplement for a Trust, the terms of the Issue Supplement will control with respect to that Trust. An Issue Supplement is not considered an Amendment requiring approval pursuant to Article XII.

#### Section 2.09. Access to Information.

The Trustee will provide access to the Trust Documents to any related Holder upon request. This obligation will be satisfied conclusively if the Issuer provides or makes the Trust Documents available in the same manner permitted for the giving of notices, as provided in Section 13.04. The Trustee may redact, or cause to be redacted, any information from the Issue Supplement, including any Mortgage-Backed Security Schedule or mortgage loan schedule, if applicable, prior to providing it to a Holder if the Issuer determines that such information is not required to be provided or if providing it would violate the privacy of any borrower or any applicable law or regulation.

#### Section 2.10. Use of Information.

Notwithstanding anything to the contrary in Section 2.01, Fannie Mae, in each of its capacities, retains or is and will be granted, as applicable, on a nonexclusive basis, any and all licenses and rights to store, reproduce, edit, analyze, distribute and use in any manner all or part of information or data contained in any records and documentation regarding the Mortgage-Backed Securities and all accounts and other matters relating to any Mortgage-Backed Security or Trust under the Trust Documents. Assignees and successors of the Issuer, the Trustee and the Guarantor are and will be granted, on a nonexclusive basis, any and all licenses and rights to store, reproduce, edit, analyze, distribute and use all or part of such information or data for the purpose of carrying out their respective functions.

#### Section 2.11. Reserved.

#### Section 2.12. Trust Administration Fee.

For its services to the Trusts, Fannie Mae will be entitled to a fee payable as provided in Section 5.02 from interest earnings and other investment earnings on all Certificate Accounts. As long as Fannie Mae is the Trustee for all Trusts under this Trust Agreement, the Trust Administration Fee will be determined in the aggregate, and not for each Trust separately. A fee for any successor Trustee will be established as provided in Section 9.10.

#### Section 2.13. Payment for Services to Trusts.

In order that services to the Trusts will be provided, fees and expenses payable under the Trust Documents for a Trust are payable prior to any distribution to Holders.

#### Section 2.14 REMIC Declarations; Other REMIC Matters.

(a) The Issuer hereby declares its intent that the Trust (or the applicable portion thereof) formed pursuant to the related Trust Documents will constitute, and the affairs of such Trust (or the applicable portion thereof) will be conducted so as to qualify as, one or more REMICs pursuant to Section 860D of Subchapter M of Chapter 1 of the Internal Revenue Code; *provided, however*, that such portions of any Trust as are expressly excluded from any applicable REMIC in the related Issue Supplement will not constitute a part of any REMIC. The RL Class Certificate of each Two Tier Series or Three Tier Series is hereby designated as the sole “residual interest” in the related Lower Tier REMIC within the meaning of Section 860G(a)(2) of the Internal Revenue Code, and the Lower Tier Regular Interests of each such Two Tier Series or Three Tier Series are hereby designated as “regular interests” in such REMIC within the meaning of Section 860G(a)(1) of the Internal Revenue Code. The RM Class Certificate of each Three Tier Series is hereby designated as the sole “residual interest” in the related Middle Tier REMIC within the meaning of Section 860G(a)(2) of the Internal Revenue Code, and the Middle Tier Regular Interests of each such Three Tier Series are hereby designated as “regular interests” in such REMIC within the meaning of Section 860G(a)(1) of the Internal Revenue Code. The R Class Certificate of each Series is hereby designated as the sole “residual interest” in the Single Tier REMIC or Upper Tier REMIC of such Series, as applicable, within the meaning of Section 860G(a)(2) of the Internal Revenue Code, and each remaining Class of Certificates of such Series (other than the RL Class Certificate and the RM Class Certificate, if any) is hereby designated as a “regular interest” in such REMIC within the meaning of Section 860G(a)(1) of the Internal Revenue Code. The date designated as the “startup day” of each REMIC within the meaning of Section 860G(a)(9) of the Internal Revenue Code will be the Settlement Date specified in the related Issue Supplement.

(b) In furtherance of the intentions expressed in the foregoing paragraph, the Trustee covenants and agrees that it will: (i) prepare, sign and file, or arrange to be prepared, signed and filed, when and as required by the Internal Revenue Code and the Regulations, a federal income tax return using a calendar year as the taxable year for each Trust (or portion of each Trust) as to which a REMIC election is made, (ii) conduct the affairs of each such Trust (or applicable portion thereof) so as to maintain its status as a REMIC under the Internal Revenue Code, (iii) not knowingly or intentionally take any action or omit to take any action that would (A) cause the termination of the REMIC status of any such Trust (or applicable portion thereof) or (B)

result in the imposition of a tax upon the Trust (including the tax on prohibited transactions as defined in Section 860F(a)(2) of the Internal Revenue Code and the tax on contributions to a REMIC set forth in section 860G(d) of the Internal Revenue Code), and (iv) hold harmless and indemnify the Holder of any Residual Certificate against any liability on account of any federal income tax (including interest and penalties) imposed on such Trust (or applicable portion thereof) to the extent that any such tax is paid or payable by such Holder.

(c) The Trustee will act as the tax matters person for each such REMIC in a fiduciary capacity for the Holder of each related R Class Certificate and, if applicable, for the Holder of each related RL Class Certificate and RM Class Certificate. In addition, the Trustee will provide, or cause to be provided, to each Holder of a Certificate any information or reports regarding the Certificates that may be required under the Internal Revenue Code. Furthermore, the Trustee will provide to the Internal Revenue Service and to persons described in section 860E(e)(3) and (6) of the Internal Revenue Code the information described in section 1.860D-1(b)(5)(ii) of the Regulations, or any successor regulation thereto. Such information will be provided in the manner described in section 1.860E-2(a)(5) of the Regulations, or any successor regulation thereto.

(d) Any inconsistencies or ambiguities in the Trust Documents for a Series will be resolved in a manner that preserves the validity of any related REMIC election.

### **ARTICLE III**

#### **LOWER TIER INTERESTS AND MIDDLE TIER INTERESTS**

##### **Section 3.01. Lower Tier Interests.**

Any Lower Tier Interests will have the designations, original principal balances (or notional principal balances), interest rates and Final Distribution Dates set forth on the related Lower Tier Schedule. Any Lower Tier Regular Interests will be non-certificated interests and will be held in the related Upper Tier REMIC (in the case of a Two Tier Series) or in the related Middle Tier REMIC (in the case of a Three Tier Series). Any RL Class Certificate will be issued as provided in Section 4.02.

##### **Section 3.02. Calculations for Lower Tier Regular Interests.**

Interest will be deemed to accrue on any Lower Tier Regular Interests during each Interest Accrual Period at the rates specified or described in the related Lower Tier Schedule. Principal will be deemed allocated among any Lower Tier Regular Interests in the same manner that principal is allocated among the related Companion Classes and Companion Components, as applicable.

##### **Section 3.03. Middle Tier Interests.**

Any Middle Tier Interests will have the designations, original principal balances (or notional principal balances), interest rates and Final Distribution Dates set forth on the related Middle Tier Schedule. Any Middle Tier Regular Interests will be non-certificated interests and

will be held in the related Upper Tier REMIC. Any RM Class Certificate will be issued as provided in Section 4.02.

Section 3.04. Calculations for Middle Tier Regular Interests.

Interest will be deemed to accrue on any Middle Tier Regular Interests during each Interest Accrual Period at the rates specified or described in the related Middle Tier Schedule. Principal will be deemed allocated among any Middle Tier Regular Interests in the same manner that principal is allocated among the related Companion Classes and Companion Components, as applicable.

## **ARTICLE IV**

### **CERTIFICATES; DISTRIBUTIONS ON CERTIFICATES**

Section 4.01. Classes of Certificates.

The Certificates of any Trust authorized by the Trust Documents will be divided into the Classes listed on the cover of the related Prospectus Supplement, which Classes will have the Class designations, original Class Balances, Interest Rates and Final Distribution Dates specified in such Prospectus Supplement.

Section 4.02. Issuance of Certificates.

(a) The issuance of a Certificate pursuant to the related Trust Documents will occur upon the date of initial settlement and transfer of consideration for such Certificate and will constitute a sale, assignment, transfer and conveyance to a Holder of a beneficial interest in the related Trust Fund, effective as of the related Issue Date. With regard to each Trust, all of the terms and conditions of the Trust Documents will become binding and irrevocable at such time as the Issuer first causes a Certificate for that Trust to be issued. By settlement of and transfer of consideration for a Certificate, a Holder acknowledges, accepts and agrees to be bound by all of the terms and conditions of the Trust Documents, and is deemed to waive any rights that are inconsistent with the Trust Documents.

(b) The Regular Certificates, other than the Depository Certificates, will be issued in book-entry form and will be maintained in the names of the record owners thereof as entries on the books of the Fiscal Agent. The Regular Certificates will be in the authorized denominations specified in the related Prospectus Supplement (in the case of Interest Only Classes, which have no principal balances, such denominations will represent the original notional principal balances thereof) and may be transferred or pledged in accordance with and subject to regulations in effect from time to time, currently contained in Title 24, Part 81, Subpart H of the Code of Federal Regulations, governing the Issuer's use of the book-entry system of the Federal Reserve Banks and procedures that are followed generally for book-entry securities.

(c) Any Class of Depository Certificates will be represented by global certificates substantially in the form specified in an exhibit to the related Issue Supplement, and

will be registered at all times in the name of the nominee of the Depository and maintained, transferred, and exchanged on the book-entry records of the Depository in the authorized denominations specified in the related Prospectus Supplement or the related Retail Class Supplement, as applicable. No person acquiring a beneficial ownership interest in any Class of Depository Certificates will be entitled to receive a physical certificate representing such ownership interest. Each distribution of principal and interest on any Class of Depository Certificates will be distributed by the Trustee to the Depository in immediately available funds. The final distribution in respect of any Class of Depository Certificates will only be made upon presentation and surrender thereof at the Corporate Trust Office or such other office or address as may be specified in a notice to the Depository. The Depository will be responsible for crediting the amount of such distributions to the accounts of the applicable Depository participants entitled thereto, in accordance with the Depository's normal procedures. The execution and authentication of the certificates evidencing the Classes of Depository Certificates, including any Retail Certificates, will be governed by the provisions of Section 6.01 to the same extent as the Residual Certificates specifically covered thereby.

(d) Each Residual Certificate of a Series will be issued in certificated, fully-registered form in substantially the form attached hereto as Exhibit B. Each Residual Certificate may be transferred and is otherwise subject to the provisions of Article VI.

#### Section 4.03. Distributions on Certificates.

(a) On or before each Determination Date for each Series (or as soon thereafter as is reasonably practicable), the Trustee will calculate, or cause to be calculated, the Certificate Distribution Amount for such Series for the current calendar month. On or before each Distribution Date for such Series, the Trustee will withdraw and deliver to the applicable Paying Agent, or cause to be withdrawn and so delivered, funds from the related Certificate Account in the amount of the Certificate Distribution Amount for a Trust (or if sufficient funds for a Trust are not then available in the related Certificate Account, as much as is available).

(b) To the extent the amount withdrawn from the Certificate Account and delivered to the applicable Paying Agent on the Distribution Date is insufficient to pay the Certificate Distribution Amount for a Trust, the Paying Agent will receive funds pursuant to the Guaranty as described in Section 5.05.

(c) On or before each Distribution Date, the Trustee will instruct the applicable Paying Agent to distribute to Holders of record as of the related Record Date, in immediately available funds, the Certificate Distribution Amount for a Trust in the respective amounts and in the applicable manner determined as provided in this Section 4.03.

(d) The aggregate amount of interest and principal distributable on the Certificates during any calendar month will be equal to the related Certificate Distribution Amount for such calendar month. All distributions made with respect to any Certificate on any Distribution Date will be applied first to the interest distributable thereon on such Distribution Date and then to the principal thereof. Except for distributions of principal in respect of any Retail Certificates, all distributions of principal and interest that are made with respect to a particular Class of

Certificates will be made *pro rata* among all Certificates of such Class in proportion to their respective Certificate Balances, with no preference or priority of any kind.

(e) Interest will accrue on the Class Balance of each Class of interest-bearing Certificates during the related Interest Accrual Period at the applicable Interest Rate and, except as provided below in the case of any Accrual Class, will be distributed on each applicable Distribution Date. The total amount of interest distributed or added to the Certificate Balance in respect of any Certificate on any Distribution Date will be equal to one month's interest at the applicable Interest Rate on the Certificate Balance thereof. For purposes of calculating the accrual of interest with respect to any interest-bearing Class or Certificate and any Interest Accrual Period, the related Class Balance or Certificate Balance, as applicable, will be deemed to adjust at the beginning of such Interest Accrual Period. All computations of interest accrued on any Certificate will be made as if each year consisted of twelve months of thirty days each.

(f) Interest accrued with respect to each Accrual Class during any Interest Accrual Period will not be distributed thereon as interest; *provided, however*, that in the case of each Accrual Class as to which an Initial Interest Distribution Date is specified in the related Prospectus Supplement, interest accrued thereon will be distributed thereon as interest on such Initial Interest Distribution Date and on each Distribution Date thereafter. Interest so accrued and not distributed on each such Accrual Class will be added to its Class Balance on the related Distribution Date.

(g) Distributions of the Principal Distribution Amount of any Series will be made in the order and in the amounts as among related Classes as provided in the related Prospectus Supplement and, if applicable, in the related Issue Supplement.

(h) With respect to any Single Tier REMIC or any Upper Tier REMIC, the Trustee for the related Trust will instruct the applicable Paying Agent to distribute to the Holder of the related R Class Certificate the proceeds of the remaining assets, if any, of such Single Tier REMIC or Upper Tier REMIC, as applicable, after the Class Balances of the related Classes of Regular Certificates have been reduced to zero. With respect to any Middle Tier REMIC, the Trustee for the related Trust will instruct the applicable Paying Agent to distribute to the Holder of the related RM Class Certificate the proceeds of the remaining assets, if any, of such Middle Tier REMIC after the principal balances of the related Middle Tier Regular Interests have been reduced to zero. With respect to any Lower Tier REMIC, the Trustee for the related Trust will instruct the applicable Paying Agent to distribute to the Holder of the related RL Class Certificate the proceeds of the remaining assets, if any, of such Lower Tier REMIC after the principal balances of the related Lower Tier Regular Interests have been reduced to zero.

(i) No distributions will be made on any Residual Certificate of a Series that is a No Payment Residual Certificate on any Distribution Date, other than any distributions to be made from any Retail Cash Deposit Account relating to such Series pursuant to Section 4.04(d) or to the related Issue Supplement, as applicable, except upon presentation and surrender of such Residual Certificate to the applicable Paying Agent at the Corporate Trust Office or such other office or address as may be specified in the notice of such final distribution from the Trustee.

#### Section 4.04. Retail Certificates.

(a) On each Distribution Date on which amounts from the Principal Distribution Amount of a Series are available for the distribution of principal of any Class of Retail Certificates of such Series, the amount of each such distribution will be rounded as necessary to integral multiples of \$1,000, in accordance with the priorities and limitations set forth in the related Prospectus Supplement or Retail Class Supplement, as applicable. Such rounding will be accomplished by applying the net amount withdrawn on each such Distribution Date from (or, as applicable, deducting the net amount deposited into) the applicable Retail Cash Deposit Account, as specified in the related Prospectus Supplement or Retail Class Supplement, as applicable.

(b) On or prior to the applicable Settlement Date, the Issuer will make a cash deposit of \$999.99 in the Retail Cash Deposit Account relating to each Retail Class of a Series for application as described in the related Prospectus Supplement or Retail Class Supplement, as applicable.

(c) A beneficial owner of a Class of Retail Certificates will be entitled to request that distributions of principal of such Class of Retail Certificates be allocated to such beneficial owner, in integral multiples of \$1,000, on the earliest possible Distribution Date, subject to the priorities and limitations described in the related Prospectus Supplement or Retail Class Supplement, as applicable.

(d) On the Distribution Date on which the Class Balance of any Class of Retail Certificates is reduced to zero, the Trustee for the related Trust will instruct the applicable Paying Agent to distribute any amounts remaining in the related Retail Cash Deposit Account to the Holder(s) of the R Class Certificate(s) of the related Series.

#### Section 4.05. Determination of Interest Rates for LIBOR Classes.

(a) The Interest Rate for any LIBOR Class of a Series for each Interest Accrual Period will be determined by the Issuer on the Index Determination Date in the month following the month in which the Settlement Date for such Series occurs and on each Index Determination Date thereafter so long as such LIBOR Class is outstanding. The Issuer will determine the Interest Rate on the basis of LIBOR and the applicable formula specified in the related Prospectus Supplement or the related Lower Tier Schedule or Middle Tier Schedule, as the case may be.

(b) For any period during which LIBOR for any LIBOR Class is to be determined on the basis of the LIBO Method, until such Class is paid in full, the Issuer will at all times retain at least four Reference Banks.

(c) The Issuer will not have any liability or responsibility to any Person for (i) the selection of any Reference Bank for purposes of determining LIBOR or (ii) any inability to retain at least four Reference Banks which is caused by circumstances beyond its reasonable control.

(d) In determining LIBOR, any Interest Rate for any LIBOR Class or any Reserve Interest Rate, the Issuer may conclusively rely and will be protected in relying upon the rates or offered quotations (whether written, oral or disseminated by means of an electronic information system) provided by the sources specified in the Prospectus. The Issuer will not have any liability

or responsibility to any Person for (i) the Issuer's selection of New York City banks for purposes of determining any Reserve Interest Rate or (ii) the Issuer's inability, following a good faith reasonable effort, to obtain the applicable rates or quotations or to determine the arithmetic mean of such quotations.

#### Section 4.06. Determination of Interest Rates for Non-LIBOR Floating Rate Classes.

The Interest Rate for any Non-LIBOR Floating Rate Class of any Series for each Interest Accrual Period after the applicable initial Interest Accrual Period will be determined by the Issuer on the applicable Index Determination Date therefor, so long as each such Non-LIBOR Floating Rate Class is outstanding, on the basis of the applicable index for such Non-LIBOR Floating Rate Class and the applicable formula specified in the related Prospectus Supplement or the related Lower Tier Schedule or Middle Tier Schedule, as the case may be; *provided, however*, that except as otherwise provided in the related Prospectus Supplement with respect to each Interest Accrual Period following the applicable initial Interest Accrual Period for any COFI Class, the Issuer, not later than two Business Days following the publication of the applicable COFI index, will determine the Interest Rate at which interest will accrue in respect of any COFI Class of such Series during the related Interest Accrual Period.

#### Section 4.07. Information to Holders.

As soon as practicable following the date specified in the Prospectus or the Prospectus Supplement for each Series, the Trustee will make available, or cause to be made available, the Class Factor (or Component Factor), carried to eight decimal places, for each Class of Certificates (or Component) in such Series after giving effect to the distribution of the related Principal Distribution Amount during the current calendar month and any addition to the Class Balance of any Accrual Class (or Component Balance of any Accrual Component). The Trustee will also furnish or cause to be furnished to each Person who was a Holder of a Certificate at any time during a calendar year such statements and information as are required to be furnished by the Internal Revenue Code.

## ARTICLE V

### CERTIFICATE ACCOUNT; FANNIE MAE GUARANTY

#### Section 5.01. Certificate Account.

(a) *Establishment and Maintenance of Certificate Accounts; Records.* The Trustee will open with an Eligible Depository one or more segregated accounts in the name of the Trustee (or its designee) to hold funds for the benefit of the Holders under one or more Trusts. A Certificate Account may also contain funds that the Trustee holds in trust for Other Fannie Mae Trusts, *provided* that the Trustee keeps, or causes to be kept, separate records of funds with respect to each Trust.

(b) *Changes to Certificate Accounts; Control.* The manner in which any Certificate Account is maintained may be changed at any time without notice to, or the approval of, Holders, so long as (i) that Certificate Account is maintained with an Eligible Depository and (ii) funds or investments held in that Certificate Account by, or for the account of, the Trustee of



the related Trust are at all times identified as such. Only the Trustee may transfer or otherwise exercise control over the funds or investments in any Certificate Account. The Trustee may move funds from one Certificate Account to another Certificate Account at any time, as long as the criteria specified in clauses (i) and (ii) above are satisfied.

(c) *Deposits to Certificate Account.* The Trustee will deposit all Security Distributions on the related Mortgage-Backed Securities received by it hereunder into the related Certificate Account. All Security Distributions, all distributions on any Lower Tier Regular Interests and all distributions on any Middle Tier Regular Interests deposited from time to time in any Certificate Account, and all investments made with such funds, excluding interest earnings and other investment earnings, will be held in trust in a Certificate Account for the benefit of the Holders of the Certificates of the related Trust as herein provided, subject to withdrawal by the Trustee for the purposes set forth in Section 5.04.

#### Section 5.02. Investments.

All or a portion of amounts on deposit in any Certificate Account may be invested and reinvested in one or more investments that, at the time of their acquisition, are Eligible Investments maturing not later than the applicable Distribution Date or, if funds in a Certificate Account are to be transferred to another Certificate Account, by the expected date of transfer. Holders will have no right to interest earnings or other investment earnings on funds held in any Certificate Account and such earnings will not be part of any Trust Fund. Earnings on the investments in any Certificate Account will be applied to the payment of the Trust Administration Fee unless otherwise agreed by Fannie Mae.

#### Section 5.03. Limitations on Permitted Sales.

If, with respect to any investment held in a Certificate Account, both (i) the rating accorded by the applicable rating agency to the issuer of an investment or to the investment declines by two rating levels after acquisition of the investment and, (ii) as a result of the decline, the investment ceases to be an Eligible Investment, then the Trustee will cause that nonconforming investment to be sold as soon as practicable. Otherwise, except in the case of investments made in violation of this Trust Agreement, no investment may be sold prior to its maturity while in a Certificate Account.

#### Section 5.04. Payments from Certificate Accounts.

(a) Amounts credited to any Certificate Account on any Distribution Date will be withdrawn pursuant to Subsection 4.03(a) by the Trustee for application towards the distributions required by the Trust Documents. The Trustee may consolidate funds in one or more Certificate Accounts prior to transfer to the applicable Paying Agent.

(b) At any time, the Trustee is authorized to withdraw or direct the withdrawal from any Certificate Account for the following purposes (in each case, to the extent not previously paid or retained) to the extent funds for such purpose have been deposited to any such Certificate Account:

(i) to the Guarantor, amounts to reimburse the Guarantor for funding or payments made by it with respect to amounts that are subsequently recovered by the Trust and transferred to a Certificate Account but are not required for payment to Holders;

(ii) to the Trustee, to the extent of interest earnings and other investment earnings on the funds held in any Certificate Account, for payment of the Trust Administration Fee;

(iii) to the Trustee, any Additional Trust Expenses that are then due and payable; and

(iv) to remove amounts that were not required to be deposited pursuant to Subsection 5.01(c) and any excess Estimated Funding.

(c) In the event that amounts remain in any Certificate Account in any month following (A) distribution of the related Certificate Distribution Amount for such month and (B) payment of amounts due pursuant to Subsection 5.04(b), such amounts may be withdrawn by the Trustee and retained by it as compensation for its administrative obligations hereunder but only to the extent such withdrawn amounts are not needed to make payment of the Certificate Distribution Amount in future periods. Any amount so withdrawn will no longer be a part of any Trust Fund.

#### Section 5.05. Fannie Mae Guaranty.

(a) *Guaranty Payments.* To the extent necessary with respect to each Trust, the Guarantor unconditionally and irrevocably agrees to pay to the related Trust the following amounts to the extent not otherwise available from funds in the Certificate Accounts pursuant to Section 5.04:

(i) for a Series on each Distribution Date, an amount equal to the Certificate Distribution Amount required to be distributed on such Distribution Date pursuant to Section 4.03; and

(ii) for a Series on the Final Distribution Date for a Class of Certificates (other than an Interest Only Class), after giving effect to payments under clause (i) of this Section 5.05(a), the amount needed to reduce the Class Balance of such Class to zero on such Final Distribution Date.

After the Guarantor is notified by the Trustee or applicable Paying Agent of the insufficiency of funds in the Certificate Accounts to cover all such amounts, the Guarantor will transfer any such amounts to cover the insufficiency to one or more Certificate Accounts or directly to the applicable Paying Agent in immediately available funds on or before the applicable Distribution Date for payment to each related Trust. The Guaranty is limited to payment of the amounts specified in this Section 5.05. Any Guaranty Payment paid to the Trust by the Guarantor pursuant to this Section 5.05 that constitutes a distribution of principal will be deemed to be part of the related Principal Distribution Amount for purposes of all future calculations of Class Factors.

(b) *Enforcement; Unconditional Obligation.* The Guaranty obligations pursuant to this Section 5.05 will inure to the benefit of each Trust, and will be enforceable by the Trustee of that Trust, only as provided in this Trust Agreement. The Guarantor agrees that its obligation to pay any Guaranty Payment on a Distribution Date will be unconditional, regardless of: (i) the validity, legality or enforceability of, or any change in or amendment to, the Trust Documents; (ii) the absence of any action to enforce the Guarantor's payment obligation; (iii) the waiver or consent by the requisite vote of the Holders or by the Trustee with respect to any provisions of the Trust Documents, except pursuant to Section 12.04; or (iv) any action to enforce, or other circumstance that might otherwise constitute, a legal or equitable discharge or defense of a guarantor. Except as expressly provided in Section 10.01, the Guarantor waives diligence, presentment, demands of payment or otherwise, protest or notice with respect to each Certificate or the interest represented by such Certificate, and all demands whatsoever, and covenants that this Guaranty will not be discharged except upon complete and irrevocable payment of any Guaranty Payment required hereunder.

(c) *Estimated Funding.* From time to time, the Guarantor may deposit Estimated Funding to a Certificate Account, determined on the basis of expected collections of principal and interest payments on the related Mortgage-Backed Securities and anticipated payments to be made to Holders on the following Distribution Date or a subsequent Distribution Date, as applicable, which amount may be an estimated amount pending reconciliation of receipts and allocation of amounts owed to Holders. Any Estimated Funding amounts in excess of funds required to be distributed to Holders on a Distribution Date will, upon request of the Guarantor, be reimbursed to the Guarantor after reconciliation of funds actually collected.

(d) *Subrogation.* The Guarantor will be subrogated to all rights of the related Trust and Holders of Certificates in that Trust with respect to any Guaranty Payment. Nothing in this Section 5.05(d) will impair Fannie Mae's right to receive distributions in its capacity as a Holder, if it is a Holder of any Certificates.

(e) *No United States Guaranty.* The Guaranty is solely a corporate obligation of Fannie Mae. Neither the Certificates nor payments of principal and interest on the Certificates are guaranteed by the United States and neither constitutes a debt or obligation of the United States or any agency or instrumentality of the United States other than Fannie Mae.

(f) *Paying Agent.* Any payment obligations of any Person other than the Paying Agent to Holders will be fully satisfied upon transmittal of payment to the applicable Paying Agent of the Certificate Distribution Amount on or before the related Distribution Date.

## **ARTICLE VI**

### **RESIDUAL CERTIFICATES**

Section 6.01. Execution, Authentication, Availability and Dating of the Residual Certificates.

(a) Each Residual Certificate of each Series will be executed on behalf of the Issuer and the Trustee by an authorized officer of the Issuer and the Trustee, respectively. The signature of any such authorized officer on the Residual Certificates may be manual, facsimile or electronic.

(b) With respect to each Series, at any time and from time to time after the execution and delivery of the Issue Supplement related to such Series, the Issuer may deliver Residual Certificates executed by the Issuer and the Trustee to the Certificate Registrar for authentication and the Certificate Registrar will authenticate and make available such Certificates as provided in this Trust Agreement and not otherwise.

(c) No Residual Certificate will be entitled to any benefit under the Trust Documents or be valid for any purpose unless there appears on such Residual Certificate a certificate of authentication substantially in the form provided for herein, executed by the Certificate Registrar by the manual, facsimile or electronic signature of one of its authorized signatories, and such certificate upon any Residual Certificate will be conclusive evidence, and the only evidence, that such Residual Certificate has been duly authenticated and made available hereunder. Each Residual Certificate will be dated the date of its authentication.

Section 6.02. Registration and Registration of Transfer of Residual Certificates.

(a) The Trustee will cause to be kept at the office or agency to be maintained by it pursuant to Section 6.05, a register (the "Certificate Register") in which, subject to such reasonable regulations as it may prescribe, the Trustee will provide for the registration of the Residual Certificates and the registration of transfers of the Residual Certificates. The Trustee hereby initially appoints the Certificate Registrar and the Transfer Agent for the purpose of registration of the Residual Certificates and transfers thereof, respectively. Upon any resignation of any Certificate Registrar or Transfer Agent, the Trustee will promptly appoint a successor or, in the absence of such appointment, assume the duties of Certificate Registrar or Transfer Agent, as the case may be.

(b) Upon surrender for registration of transfer of any Residual Certificate in accordance with this Section 6.02 at the office or agency of the Trustee maintained for such purpose pursuant to Section 6.05, the Issuer and the Trustee will execute, and the Certificate Registrar will authenticate and make available, in the name of the designated transferee, a new Residual Certificate of the appropriate Class. A Residual Certificate presented or surrendered for registration of transfer will (if so required by the Issuer, the Trustee or the Certificate Registrar) be duly endorsed by, or be accompanied by a written instrument of transfer, in form satisfactory to the Issuer, the Trustee and the Certificate Registrar, duly executed by the Holder thereof or such

Holder's attorney duly authorized in writing, and will be accompanied by such other documents as the Issuer, the Trustee or the Certificate Registrar may require.

(c) Any purported transfer of record or beneficial ownership, direct or indirect (whether pursuant to a purchase, a default under a secured lending agreement or otherwise), to a Disqualified Organization of any Residual Certificate, or any beneficial interest therein, will be void and of no effect. In no event will the Certificate Registrar accept surrender for transfer, registration of transfer, or register the transfer, of any Residual Certificate nor will the Certificate Registrar authenticate and make available any new Residual Certificate unless the Certificate Registrar has received a properly executed United States Internal Revenue Service Form W-9 (or a Form W-8ECI, in the case of a proposed transferee (other than a U.S. Person) subject to United States income taxation on a net basis on income derived from the Residual Certificate) together with an affidavit from the proposed transferee in the form attached hereto as Exhibit C. The foregoing restrictions that are applicable to the prevention of a transfer of a Residual Certificate to a Disqualified Organization will cease to have any further effect (and the applicable portions of the legend to the Residual Certificate may be deleted) in the event that the Trustee determines, upon the advice of its tax counsel, that such restrictions are not necessary to preclude the imposition of a tax on the related Trust Fund or upon the transferor of a Residual Certificate, or to maintain the qualification of each Trust (or portion thereof) as a REMIC and, as a result of such determination, this Trust Agreement is amended to declare such restrictions to be of no further effect.

(d) Under the Regulations, any purported transfer to a U.S. Person of record or beneficial ownership, direct or indirect (whether pursuant to a purchase, a default under a secured lending agreement or otherwise), of a Residual Certificate that is a "noneconomic residual interest" within the meaning of the Regulations for the purpose of avoiding or impeding the assessment or collection of tax will be disregarded for all U.S. federal tax purposes. The affidavit required to be supplied by each transferee of a Residual Certificate pursuant to Section 6.02(c) (in the form attached hereto as Exhibit C) also will contain a statement that no purpose of the transfer of the Residual Certificate is to avoid or impede the assessment or collection of tax, that the proposed transferee understands that it may incur tax liabilities in excess of any cash flows generated by a Residual Certificate, that it intends to pay taxes associated with holding a Residual Certificate as they become due, and that it will not cause income from a Residual Certificate, if any, to be attributable to a foreign permanent establishment or fixed base of the proposed transferee or another U.S. taxpayer.

(e) Any purported transfer of record or beneficial ownership, direct or indirect (whether pursuant to a purchase, a default under a secured lending agreement or otherwise), of a Residual Certificate, or any beneficial interest therein,

(i) to a Person that is not (x) a U.S. Person or (y) a Person (other than a U.S. Person) subject to United States income taxation on a net basis on income derived from the Residual Certificate or

(ii) to a partnership of which any Person or entity that holds an interest (directly, or indirectly through a pass-thru entity) is not (x) a U.S. Person or (y) a Person (other than a U.S. Person) subject to United States income taxation on a net basis on income derived from the Residual Certificate

will be void and of no effect. The foregoing restriction will cease to have any effect with respect to a transfer of a Residual Certificate only if the Trustee has consented to such transfer expressly in writing.

(f) A Residual Certificate issued upon any registration of transfer thereof will be entitled to the same benefits under the Trust Documents as the Residual Certificate surrendered upon such registration of transfer.

(g) A service charge in an amount determined by the Trustee (such amount being based on a service charge schedule on file in the Corporate Trust Office of the Certificate Registrar) will be made for any registration of transfer of a Residual Certificate, and the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer of a Residual Certificate, other than exchanges pursuant to Section 6.06 not involving any transfer.

#### Section 6.03. Mutilated, Destroyed, Lost or Stolen Residual Certificates.

If (i) any mutilated Residual Certificate is surrendered to the Trustee or the Certificate Registrar, or (ii) the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Residual Certificate, and there is delivered to the Trustee such security or indemnity as may be required by it to save it harmless, then, in the absence of notice to the Trustee that such Residual Certificate has been acquired by a bona fide purchaser, the Issuer and the Trustee will execute, and the Certificate Registrar will authenticate and make available, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Residual Certificate, a new Residual Certificate of the appropriate Class. Upon the issuance of any new Residual Certificate under this Section 6.03, the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Certificate Registrar) connected therewith. Any duplicate Residual Certificate issued pursuant to this Section 6.03 will constitute complete and indefeasible evidence of ownership in the related Trust Fund, as the case may be, as if originally issued, whether or not the lost or stolen Residual Certificate is found at any time.

#### Section 6.04. Persons Deemed Owners of the Residual Certificates.

Prior to due presentation of a Residual Certificate for registration of transfer, the Issuer, the Guarantor, the Trustee, the Certificate Registrar and any agent of the Issuer, the Guarantor, the Trustee or the Certificate Registrar may treat the Person in whose name the Residual Certificate is registered as the owner of the Residual Certificate for the purpose of receiving distributions, if any, pursuant hereto and for all other purposes whatsoever, and none of the Issuer, the Guarantor, the Trustee, the Certificate Registrar or any agent of the Issuer, the Guarantor, the Trustee or the Certificate Registrar will be affected by notice to the contrary.

#### Section 6.05. Maintenance of Office or Agency for the Residual Certificates.

The Trustee will maintain at its expense an office or agency where the Residual Certificates may be surrendered for registration of transfer and where notices and demands to or upon the Trustee or the Guarantor in respect of the Residual Certificates and the Trust Documents may be served. The Trustee initially appoints the Transfer Agent at the Corporate

Trust Office as its office for said purposes. The Trustee will give prompt written notice to the Holders of the Residual Certificates of any change in the location of any such office or agency.

Section 6.06. Reference in the Residual Certificates to Amendments.

A Residual Certificate authenticated and made available after the execution of any Amendment may, and if required by the Trustee will, bear a notation as to any matter provided for in such Amendment. If the Trustee so determines, new Residual Certificates so modified as to conform, in the opinion of the Issuer, to any such Amendment may be prepared and executed by the Issuer and the Trustee and authenticated and made available by the Certificate Registrar in exchange for the outstanding Residual Certificates.

## ARTICLE VII

### LIMITATION OF LIABILITY

Section 7.01. General Limitation.

The liability of the Issuer, Guarantor and Trustee and any successor extends only to its performance in good faith of the duties and responsibilities specifically imposed by the terms of the Trust Documents. No other duties or responsibilities will be implied.

Section 7.02. Measure of Liability.

(a) *Good Faith.* None of the Issuer, Guarantor or Trustee or any successor to any of them, or any of their respective directors, officers, employees or agents, will be liable for any action taken, or for refraining from taking any action, in good faith pursuant to the terms of the Trust Documents, or for errors in judgment; *provided, however,* that this provision will not protect the Issuer, Guarantor or Trustee or any such other Person against any liability for action or inaction resulting from willful misfeasance, bad faith, gross negligence, or willful disregard of its obligations and duties under the Trust Documents.

(b) *Standard of Care.* In performing their duties and exercising their rights, the Issuer and Guarantor are obligated to act in good faith, as described in Subsection 7.02(a). The Trustee's standard of care is as described in Section 9.01.

Section 7.03. Acts of Parties.

In exercising any right under the Trust Documents, neither the Issuer nor the Guarantor will be acting in a fiduciary capacity. Any failure by the Issuer, Guarantor or Trustee to exercise any right under the Trust Documents in any instance will not be deemed a waiver of such right in any other instance.

## ARTICLE VIII

### FANNIE MAE

#### Section 8.01. Merger or Consolidation.

Any corporation or other entity into which Fannie Mae is merged, converted or consolidated, or any corporation or other entity resulting from any merger, conversion or consolidation to which Fannie Mae is a party, or any corporation or other entity succeeding to the business of Fannie Mae, will succeed to and assume all obligations and duties imposed upon Fannie Mae by the terms of the Trust Documents, without the filing of any instrument or the performance of any further act by Fannie Mae or any Holder. Fannie Mae will give notice promptly of such succession to all Holders.

#### Section 8.02. Fannie Mae as Holder.

Fannie Mae will have the right to purchase and hold for its own account any Certificate and will have the same rights as any other Holder, except as otherwise set forth in the Trust Documents.

## ARTICLE IX

### TRUSTEE

#### Section 9.01. Duties of Trustee.

(a) *In the Absence of a Guarantor Event of Default.* For so long as there is no Guarantor Event of Default, the duties and obligations of the Trustee will be determined solely by the express provisions of the Trust Documents. The Trustee will be responsible only for the performance of the duties and obligations specifically set forth in the Trust Documents. No implied covenants or obligations of the Trustee will be read into the Trust Documents. Any permissive right of the Trustee contained in the Trust Documents will not be construed as a duty.

(b) *When a Guarantor Event of Default Exists.* While a Guarantor Event of Default exists, the Trustee will exercise the rights and powers vested in it by the Trust Documents and use the same degree of care and skill in their exercise as a prudent investor would exercise or use under the circumstances in the conduct of its own affairs.

#### Section 9.02. Liability.

No provision of the Trust Documents will be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own misconduct; *provided, however,* that:

(a) As provided in Section 7.02, the Trustee will not be personally liable for an error of judgment made in good faith by any authorized officer of the Trustee, unless it is proven that the Trustee was negligent in ascertaining the pertinent facts;



(b) The Trustee will not be personally liable with respect to any action taken, permitted or omitted to be taken by it in good faith with respect to a Series in accordance with the direction of Holders representing at least 5% of the Voting Rights of any Class of that Series as to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under the Trust Documents;

(c) For all purposes of the Trust Documents, unless the Trustee and the Guarantor are the same Person, the Trustee will not be deemed to have knowledge of any Guarantor Event of Default or event that, with notice or lapse of time, or both, would become a Guarantor Event of Default, unless an authorized officer of the Trustee has received written notice of the event or an authorized officer of the Trustee has actual knowledge of the event. In the absence of such written notice or actual knowledge, no provision of the Trust Documents requiring the Trustee to take any action or to assume any duty or responsibility following the occurrence of any Guarantor Event of Default or event that, with notice or lapse of time, or both, would become a Guarantor Event of Default, will be effective as to the Trustee; and

(d) For purposes of this Article IX, references to the Trustee include its directors, officers, employees and agents.

#### Section 9.03. Certain Matters Affecting the Trustee.

(a) *Reliance; Limitation of Duties.* Except as otherwise provided in Section 9.02:

(i) Unless a Guarantor Event of Default has occurred and has not been cured, the Trustee is entitled to rely on any direction rendered to it by the Issuer or the Guarantor in exercising its rights pursuant to the terms of the Trust Documents without inquiry as to the propriety or validity of the direction, and will be protected in acting on such direction;

(ii) The Trustee, upon receipt of all resolutions, certificates, statements, opinions, reports, documents, orders or other instruments furnished to the Trustee that are specifically required to be furnished pursuant to any provision of the Trust Documents, will examine them to determine whether they appear to conform *prima facie* to the requirements of the Trust Documents. If any such instrument is found not to conform *prima facie* to the requirements of the Trust Documents in any material respect, the Trustee will take whatever action it deems appropriate to have the instrument corrected in all material respects to the Trustee's satisfaction. Unless the Trustee has actual knowledge to the contrary, the Trustee will be entitled to rely, without further inquiry, on the apparent authority of the signer of any document, and upon the representation of the Person submitting documents to it (including the Issuer, the Guarantor and any attorney, accounting professional or other adviser (including an attorney, accounting professional or other adviser employed by the Issuer, the Guarantor or the Trustee)) that the document is genuine, which representation will be deemed given by the process of submitting the documents to the Trustee in the ordinary course of business. If the Trustee is acting in good faith, the Trustee may conclusively rely as to the truth of the statements and the correctness of the opinions or advice expressed in any certificates or opinions that are furnished to the Trustee and that conform to the requirements of the Trust Documents.

Except if there is a pending request to investigate as provided in Subsection 9.03(a)(v), the Trustee may request and, if acting in good faith, rely upon, and will be protected in acting or refraining from acting upon, any resolution, officers' certificate, certificate of auditors or any other certificate, statement, instrument, opinion, report, notice, request, consent, order, appraisal, bond or other paper or document *prima facie* in proper form and believed by it to be genuine and to have been signed or presented by the proper party;

(iii) The Trustee may consult with attorneys, accounting professionals and other advisers (including attorneys, accounting professionals and advisers employed or retained by the Issuer, the Guarantor or the Trustee) with respect to any action taken or allowed to occur or omitted by it under the Trust Documents in good faith. If the Trustee is acting in good faith, any advice received from attorneys, accounting professionals or other advisers (including from attorneys, accounting professionals or other advisers employed or retained by the Issuer, the Guarantor or the Trustee) will be full and complete authorization and protection from liability as to any act or omission in accordance with such advice;

(iv) The Trustee will not be obligated to exercise any of the trusts or powers vested in it by the Trust Documents or to institute, conduct or defend any litigation under or in relation to the Trust Documents at the request, order or direction of any Holder or, if the Trustee is someone other than the Guarantor, at the request, order or direction of the Guarantor, pursuant to the provisions of the Trust Documents, unless such Holders or the Guarantor, as the case may be, have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities that it may incur; and

(v) Prior to the occurrence of a Guarantor Event of Default with respect to a Series and after all previously existing Guarantor Events of Default have been cured, the Trustee will not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document, as permitted by the Trust Documents, unless requested in writing so to do by (A) the Guarantor or (B) Holders representing at least 25% of the Voting Rights of any Class of that Series; *provided, however*, that in either case, within a reasonable time the Guarantor or such Holders, as the case may be, have provided the Trustee with reasonable indemnification for costs, expenses or liabilities likely to be incurred by it in the making of such investigation if, in the opinion of the Trustee, the Trustee is not reasonably assured by the security afforded to it otherwise by the terms of the Trust Documents.

(b) *No Obligation to Incur Liability; Indemnification of the Trustee.*

(i) No provision of the Trust Documents will require the Trustee, in its capacity as Trustee, to expend or risk its own funds or otherwise incur any financial or other liability in the performance of any of its duties, or in the exercise of any of its rights or powers, if it has reasonable grounds to believe that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; and

(ii) Each Trust will indemnify the Trustee in its personal capacity and as Trustee and any director, officer, employee or agent of the Trustee, in each instance in its personal capacity and as Trustee (each of them, an “indemnified party”), for, and hold each of them harmless against, any loss or liability incurred by any of them without negligence or bad faith on the part of the indemnified party arising out of or in connection with the acceptance or administration of the Trusts created pursuant to the Trust Documents, including any legal action described in Section 9.03(c). The amounts indemnified include the costs and expenses of defending the indemnified parties against any claim or liability incurred by any of them in connection with the exercise or performance of any of the powers or duties under the Trust Agreement, but not including any expenses incurred in the ordinary course of performing the Trustee’s duties as set forth in the Trust Documents.

(c) *Legal Action.* The Trustee in its discretion may, but is not obligated to, undertake any legal action that it deems necessary or desirable in the interests of Holders. If the Trustee determines to undertake any such legal action, it will be entitled to be provided security or indemnity to its satisfaction for any expense or liability as described in Section 9.03(b) or to be reimbursed from the related Trust Fund for the expenses it incurs in undertaking the action. In determining whether to undertake legal action, the Trustee will be entitled to rely conclusively on the advice of legal counsel as to the reasonableness of such action and, consequently, the Trustee’s entitlement to such reimbursement will be deemed due.

(d) *Authority to Delegate.* The Trustee may execute any of the trusts or powers, perform any duties under the Trust Documents, and carry out any or all of its functions under this Trust Agreement either directly or by or through one or more delegates, agents or attorneys engaged by it to act on its behalf.

(e) *Authority to Commingle.* The Trustee may commingle Security Distributions and interest earnings and other investment earnings with respect to two or more Trusts, and may commingle Security Distributions and interest earnings and other investment earnings with respect to any Trust with other proceeds and earnings held by the Trustee in trust, including assets of Other Fannie Mae Trusts, *provided* that the Trustee maintains or causes to be maintained records by which the separate interests of each Trust can be ascertained.

(f) *Execution of Documents.* The Trustee is authorized to execute and deliver such documents as it determines to be necessary or appropriate to carry out the terms of the Trust Documents.

#### Section 9.04. Trustee May Own Certificates.

Except as otherwise set forth in the Trust Documents, the Trustee in its personal or any other capacity may become the owner or pledgee of Certificates of any Trust with the same rights it would have if it were not Trustee.

#### Section 9.05. Eligibility Requirements for Trustee.

Fannie Mae is eligible to act as the Trustee, and is initially the Trustee for Trusts created under this Trust Agreement. Any successor to Fannie Mae as Trustee will be a corporation or

association acceptable to the Issuer and the Guarantor and organized and doing business under the laws of the applicable state or the United States, authorized under such laws to exercise corporate trust powers, having combined capital and surplus of at least \$50,000,000 and subject to supervision or examination by federal or state financial regulatory authorities. If such other corporation or association publishes reports of condition at least annually pursuant to law or to the requirements of the supervising or examining authority, then for the purposes of this Section 9.05 the combined capital and surplus will be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If any such successor Trustee ceases to be eligible under this Section 9.05 at any time, that successor Trustee will resign immediately in the manner and with the effect specified in Section 9.06.

#### Section 9.06. Resignation and Removal of Trustee.

(a) *Resignation by Trustee.* The Trustee may resign at any time. Any successor Trustee will resign if it ceases to be eligible in accordance with the provisions of Section 9.05. In either case, the resignation of the Trustee will be effective, and the resigning Trustee will be discharged from the Trusts created by the Trust Documents, only by giving 90 days' written notice of the resignation to the Guarantor and upon the effectiveness of an appointment of a successor Trustee, which may be as of a date prior to the end of the 90-day period. Upon receiving such notice of resignation, the Guarantor (or if a Guarantor Event of Default has occurred and is continuing, the Issuer) will promptly appoint one or more successor Trustees by written instrument, one copy of which is delivered to the resigning Trustee and one copy of which is delivered to the successor Trustee. The successor Trustee need not be identical for all Trusts. If no successor Trustee has been appointed for a Trust, or one that has been appointed has not accepted the appointment within 90 days after giving such notice of resignation, the resigning Trustee may petition any court for the appointment of a successor Trustee.

#### (b) *Removal of Trustee for Cause.*

(i) Prior to a Guarantor Event of Default or if a Guarantor Event of Default has occurred and has been cured with respect to a Trust, Fannie Mae cannot be removed as Trustee with respect to that Trust. If a Guarantor Event of Default with respect to a Series has occurred and is continuing while Fannie Mae is the Trustee, at the direction of Holders of Certificates of any Class of that Series representing at least 51% of the Voting Rights of such Class, Fannie Mae will resign or be removed as the Trustee, and, to the extent permitted by law, all of the rights and obligations of the Trustee with respect to the related Series only will be terminated by notifying the Trustee in writing. The Holders providing the direction referenced above will then be authorized to name and appoint one or more successor Trustees. Notwithstanding the termination of the Trustee, its liability under the Trust Documents arising prior to such termination will survive such termination.

(ii) If a Trustee other than Fannie Mae is serving as the Trustee, the following events are "Trustee Events of Default":

A. with respect to a Series, solely to the extent the applicable funds actually are received by the Trustee, any failure by the Trustee to withdraw

and deliver to the applicable Paying Agent (or cause to be withdrawn and delivered to the applicable Paying Agent) any distribution required to be made under the terms of the Trust Documents, if such failure continues unremedied for a period of 15 days after the date on which written notice of such failure and a demand to remedy that failure is given to the Trustee by either the Guarantor (except when a Guarantor Event of Default has occurred and is continuing) or the Holders of Certificates of any affected Class representing at least 5% of the Voting Rights of that Class;

B. with respect to a Series, failure on the part of the Trustee duly to observe or perform any other material covenant or agreement on the part of the Trustee set forth in the Trust Documents, if such failure continues unremedied for a period of 60 days after the date on which written notice of such failure and a demand to remedy that failure is given to the Trustee by either the Guarantor (except when a Guarantor Event of Default has occurred and is continuing) or the Holders of Certificates of any affected Class of that Series representing at least 25% of the Voting Rights of that Class;

C. the Trustee ceases to be eligible in accordance with the provisions of Section 9.05 and fails to resign;

D. the Trustee becomes substantially incapable of acting, or has been determined to be unable under applicable law or regulation to remain as Trustee by either (1) the governmental unit or regulatory entity that has primary supervisory authority for it or (2) a court;

E. a decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator, receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, entered against the Trustee and such decree or order remains in force undischarged or unstayed for a period of 60 days;

F. the Trustee consents to the appointment of a conservator, receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceeding relating to the Trustee or to all or substantially all of its property; or

G. the Trustee admits in writing its inability to pay its debts generally as they become due, files a petition to invoke any applicable insolvency or reorganization statute, makes an assignment for the benefit of its creditors, or voluntarily suspends payment of its obligations.

If at any time a Trustee Event of Default has occurred and is continuing with respect to a Series, in addition to any rights of removal under Section 9.06(c), the Guarantor (or if a Guarantor Event of Default has occurred and is continuing, the Issuer) may, and if directed by Holders of Certificates of any Class of that Series representing at least 51% of

the Voting Rights of such Class, will, remove the Trustee as to such Trust and appoint a successor Trustee by written instrument, one copy of which will be delivered to the Trustee so removed and one copy of which will be delivered to the successor Trustee, and the Guarantor (or if a Guarantor Event of Default has occurred and is continuing, the Issuer) will give written notice of the successor Trustee to the Holders affected by the succession. Notwithstanding the termination of the Trustee, its liability under the Trust Documents arising prior to such termination will survive such termination.

(c) *Removal of Successor Trustee Without Cause.* Except when a Guarantor Event of Default has occurred and is continuing, the Guarantor may remove a successor Trustee for any reason or no reason, solely pursuant to the Trust Documents, and appoint another successor Trustee by written instrument within 90 days after the date notice is given to such predecessor Trustee of its removal. If no successor Trustee has been appointed and has accepted appointment within 90 days after the giving of such notice of removal, the predecessor Trustee may petition any court for the appointment of a successor Trustee.

(d) *Time of Effectiveness.* Any resignation or removal of the Trustee and appointment of a successor Trustee pursuant to any of the provisions of this Article IX will become effective upon acceptance of appointment by the successor Trustee as provided in Section 9.07, and in no event will such resignation or removal become effective until a successor Trustee has been appointed and has accepted the duties of the Trustee.

#### Section 9.07. Acceptance of Appointment by Successor Trustee.

Any successor Trustee appointed as provided in Section 9.06 will execute, acknowledge and deliver to the Guarantor and to its predecessor Trustee an instrument accepting such appointment under the Trust Documents. The successor Trustee may, at its own expense, secure an Opinion of Counsel to the effect that, or as to the extent to which, a Trust is exempt from federal income taxation, as well as state and local taxation in the jurisdiction where the successor Trustee is located, and qualifies in whole or in part as one or more REMICs for federal tax purposes. The resignation or removal of the predecessor Trustee will become effective and the successor Trustee, without any further act, deed or conveyance, will become fully vested with all the rights, powers, duties and obligations of its predecessor Trustee, with the effect as if the successor Trustee had been originally named as Trustee under the Trust Documents. The predecessor Trustee will execute and deliver such instruments and do such other things as may reasonably be required to vest fully and confirm the successor Trustee in all such rights, powers, duties and obligations. The documentation for the succession of the successor Trustee, including any fee arrangement with such successor Trustee, is not considered an Amendment requiring approval pursuant to Article XII.

#### Section 9.08. Merger or Consolidation of Trustee.

Notwithstanding any provision in the Trust Documents to the contrary, any corporation or association into which the Trustee may be merged or converted or with which it may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the Trustee will be a party, or any corporation succeeding to the business of the Trustee, will be the successor Trustee under the Trust Documents, without the execution or filing of any paper or

any further act on the part of any of the parties to the Trust Documents, provided, in the case of a Trustee other than Fannie Mae, that such corporation or association is eligible under the provisions of Section 9.05.

#### Section 9.09. Appointment of Co-Trustee or Separate Trustee.

(a) *Authority to Appoint.* For the purpose of meeting any legal requirements of any jurisdiction in which any part of a Trust Fund or property securing it may at the time be located, the Guarantor and the Trustee acting jointly (or, if a Guarantor Event of Default has occurred and is continuing, the Trustee acting alone) will have the power to execute and deliver all instruments necessary to appoint a Person approved by the Trustee to act jointly with the Trustee as co-trustee, or to appoint a separate trustee for any part of the related Trust Fund, and to vest in that Person, in its trustee capacity, legal title to that part of the Trust Fund, and those powers, duties, obligations, rights and trusts as the Guarantor and the Trustee (or if a Guarantor Event of Default has occurred and is continuing, the Trustee alone) consider necessary or desirable, subject to the other provisions of this Section 9.09 and consistent with the Trust Documents. No co-trustee or separate trustee will be required, however, to meet the terms of eligibility as a successor Trustee under Section 9.05. Except as specifically provided in the first sentence of this Section 9.09(a), the Trustee will have no other right to appoint a co-trustee.

(b) *Authority Granted.* In the case of any appointment of a co-trustee or separate trustee pursuant to this Section 9.09, all rights, powers, duties and obligations conferred or imposed upon the Trustee will be conferred or imposed upon, and exercised or performed by the Trustee and such separate trustee or co-trustee jointly, except to the extent that under any law of any jurisdiction in which any particular act is to be performed, the Trustee is incompetent or unqualified to perform such act, in which event such rights, powers, duties and obligations (including the holding of title to all or any part of the related Trust Fund in any such jurisdiction) will be exercised and performed by that separate trustee or co-trustee at the direction of the Trustee.

(c) *Notices.* Any notice, request or other writing given to the Trustee will be deemed to have been given to each separate trustee or co-trustee appointed under this Section 9.09, as effectively as if given to each of them. Every instrument appointing any separate trustee and co-trustee will refer to the Trust Documents and the conditions of this Article IX.

(d) *Agency Role.* Any separate trustee and co-trustee may appoint the Trustee as its agent or attorney-in-fact, with full power and authority, to the extent not prohibited by law, to do any lawful act under or in respect of the Trust Documents on its behalf and in its name. If any separate trustee or co-trustee dies, becomes incapable of acting, resigns or is removed, all of its estates, properties, rights, remedies and trusts will vest in and be exercised by the Trustee, without the appointment of a new or successor Trustee, to the extent permitted by law.

#### Section 9.10. Successor Trustee Fee.

A successor Trustee designated pursuant to Article IX will be entitled to a fee for its services as agreed between the successor Trustee and the Guarantor or, if a Guarantor Event of Default has occurred and is continuing, the Issuer.

## ARTICLE X

### GUARANTOR EVENTS OF DEFAULT

#### Section 10.01. Guarantor Events of Default.

With respect to any Trust, each of the following events will constitute a Guarantor Event of Default:

(a) any failure by the Guarantor to make a Guaranty Payment required to be made under the terms of the Trust Documents with respect to a Series that continues uncured for a period of 15 days after receipt by the Guarantor and the Trustee of written notice from Holders of Certificates of any affected Class of that Series representing at least 5% of the Voting Rights of such Class of the failure and a demand that it be cured;

(b) any failure by the Guarantor to perform in any material respect any other covenant made by the Guarantor in the Trust Documents that continues unremedied for a period of 60 days after receipt by the Guarantor and the Trustee of written notice from the Holders of Certificates of any affected Class of that Series representing at least 25% of the Voting Rights of such Class of the failure and a demand that it be cured;

(c) a decree or order of a court, agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator, receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, has been entered against the Guarantor and such decree or order has remained in force undischarged or unstayed for a period of 60 days;

(d) the Guarantor consents to the appointment of a conservator, receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings relating to the Guarantor or to all or substantially all of its property; or

(e) the Guarantor admits in writing its inability to pay its debts generally as they become due, files a petition to invoke any applicable insolvency or reorganization statute, makes an assignment for the benefit of its creditors, or voluntarily suspends payment of its obligations.

## ARTICLE XI

### TRUST TERMINATION

#### Section 11.01. Trust Termination.

Each Trust is irrevocable, and will terminate only in accordance with the terms of the Trust Documents. The obligations and responsibilities of the Issuer, the Guarantor, the Trustee, and of any successor Trustee, will terminate as to a Trust and its Holders upon the distribution to Holders of all amounts required to be distributed under the related Trust Documents, including any amounts distributed pursuant to the Guaranty; *provided, however*, that in no event will any



Trust created by the Trust Documents continue beyond the last day of the 60th year following the Issue Date for that Trust.

Section 11.02. Notice of Termination.

Notice of any termination will be given promptly by the Trustee to Holders of the related Regular Certificates by publication of a Class Factor equal to zero for each applicable outstanding Class of Certificates not later than the eighth Business Day of the month of the related Distribution Date. Notice of any termination will be given to any Holder of a Residual Certificate in writing, in the same manner provided for giving notices in Section 13.04, not earlier than 45 days and not later than 30 days prior to the final Distribution Date for such Certificate, unless notice cannot be given within this time frame because of unscheduled principal prepayments in which case notice will be given as promptly as practicable after the Trustee determines that such final payment is required to be made (such notice to be given in such manner as will reasonably assure its prompt receipt).

**ARTICLE XII**

**AMENDMENTS**

Section 12.01. Voting Rights.

(a) *Transferor, Affiliates and Agents.* In determining whether Holders of the requisite amount of Certificates have given any request, demand, authorization, direction, notice, consent or waiver requested or permitted under this Trust Agreement, any Certificate beneficially held by a Transferor, or the affiliates or agents of a Transferor may be voted by the Transferor, or the affiliates or agents of a Transferor, as the case may be, without restriction.

(b) *Reserved.*

(c) *Guarantor as Holder.* Certificates of a Series that are beneficially held by the Guarantor will be disregarded and deemed not to be outstanding for purposes of determining whether a Guarantor Event of Default has occurred and is continuing or whether to remove the Trustee when a Guarantor Event of Default has occurred and is continuing. In all other matters with respect to a Trust, Certificates of that Series that are beneficially owned by the Guarantor will be deemed outstanding and may be voted by the Guarantor to the same extent as Certificates held by any other Holder. If, however, the Guarantor beneficially owns 100% of the Certificates of a Series, the Certificates owned by the Guarantor will be deemed outstanding and may be voted by the Guarantor without restriction.

(d) *Successor Trustee as Holder.* Certificates of a Series that are beneficially held by a successor Trustee will be disregarded and deemed not to be outstanding for purposes of determining whether a Trustee Event of Default has occurred and is continuing or whether to remove that successor Trustee when a Trustee Event of Default has occurred and is continuing. In all other matters with respect to a Trust, Certificates of that Series that are beneficially owned by a successor Trustee will be deemed outstanding and may be voted by that successor Trustee to the same extent as Certificates held by any other Holder. If, however, a successor Trustee beneficially owns 100% of the Certificates of a Series, the Certificates owned by that successor Trustee will be deemed outstanding and may be voted by that successor Trustee without restriction.

(e) *Voting Under any Underlying Trust Agreement.* In the event that any matter arises under any Underlying Trust Agreement that requires or permits the vote of holders of certificates outstanding thereunder, the Trustee, as the holder of the related Mortgage-Backed Security, will not vote such Mortgage-Backed Security except upon direction to do so (which direction must not be inconsistent) from Holders of the affected Classes representing at least 51% of the Voting Rights of such Classes. Following its receipt of such direction, the Trustee will vote such Mortgage-Backed Security in its entirety in accordance with such direction. The manner of soliciting such instructions will be subject to such reasonable regulations as the Trustee may prescribe.

#### Section 12.02. Amendments to Trust Documents.

This Trust Agreement and any other Trust Documents may be amended under the circumstances and in the manner described in this Article XII. Upon satisfying the requirements set forth below, any such amendment (by waiver, modification or otherwise) will become part of the Trust Documents upon the effective date of such amendment. An Amendment may be effective to amend the Trust Documents as they relate to one or more Trusts, *provided* that no Amendment will be effective with respect to a Trust created prior to the date of the Amendment unless it has been approved by the Persons specified in Section 12.03 or 12.04, as applicable.

#### Section 12.03. Permissible Without Action by Holders.

Subject to Section 12.06, the Issuer and the Trustee, from time to time and at any time, may, without the consent of or notice to any Holder, enter into an Amendment or other instrument supplemental to the Trust Documents, for any one or more of the following purposes:

(a) (i) to correct an error, (ii) to correct, modify or supplement any provision in the Trust Documents that is inconsistent with any other provision of the Trust Documents or the Prospectus or Prospectus Supplement, or (iii) to cure an ambiguity or supplement a provision of the Trust Documents, *provided* that such cure of an ambiguity or supplement of a provision is not otherwise inconsistent with the provisions of the Trust Documents; or

(b) to modify, eliminate or add to the provisions of the Trust Documents to the extent necessary to maintain the qualification of all or any part of a Trust Fund, as applicable, as a REMIC under the Internal Revenue Code as evidenced by an Opinion of Counsel satisfactory to the Trustee;

*provided* that no Amendment may be made pursuant to clause (a)(iii) or (b) of this Section 12.03 that otherwise would require consent of Holders pursuant to Section 12.04(b) without first obtaining such consent.

#### Section 12.04. Waivers and Amendments with Consent of Holders.

(a) *With 51% Holder Consent.* With the consent of the Holders of Certificates of each Class of a Series representing at least 51% of the Voting Rights of such Class, the Issuer and the Trustee may enter into any Amendment for any purpose or waive any provision of this Trust Agreement, other than any change to which Subsection 12.04(b) applies.

(b) *With 100% Holder Consent.* Without the consent of all Holders of the Certificates of the related Series, the Issuer and the Trustee may not enter into any Amendment, or otherwise engage in any activity, that will:

(i) reduce in any manner the amount of, or delay the timing of, distributions which are required to be made on any Certificate;

(ii) (A) terminate or modify the Guaranty or (B) reduce the percentage of Voting Rights required to consent to any waiver or any Amendment; or

(iii) affect the status of all or any part of a Trust Fund, as applicable, as a REMIC for federal tax purposes, or otherwise have the effect of materially increasing taxes payable in respect of that Trust.

#### Section 12.05. Amendment Relating to Transfers to Disqualified Organizations.

The Issuer and the Trustee may, without the consent of any Holders of the Certificates of any Series, upon notice to the Holders of the Residual Certificates of such Series, notwithstanding any provisions hereof to the contrary, amend this Trust Agreement in such manner as the Issuer may direct; *provided, however*, that any such amendment will be limited to such matters as, in the judgment of the Issuer, based upon the written advice of its tax counsel, are reasonably necessary (i) to ensure that the record ownership of, or any beneficial interest in, any Residual Certificate is not transferred, directly or indirectly, to a Disqualified Organization and (ii) to provide for a means to compel the transfer of any Residual Certificate that is held by a Disqualified Organization to a Holder that is not a Disqualified Organization.

#### Section 12.06. Documentation of Amendment.

(a) *Form of Amendment.* It will not be necessary for Holders of the Certificates of any affected Series to approve the particular form of any proposed Amendment or waiver requiring Holder consent, but it is sufficient if Holders approve the substance of such proposed Amendment or waiver.

(b) *Notice of Amendment.* Promptly after the execution of any waiver or Amendment pursuant to Section 12.04, the Trustee will give written notice to Holders of Certificates affected by the Amendment or waiver. Any failure of the Trustee to give such notice,

or any defect in the notification, will not in any way impair or affect the validity of the waiver or Amendment.

## ARTICLE XIII

### MISCELLANEOUS

#### Section 13.01. Holders.

(a) *Death or Incapacity.* The death or incapacity of any Holder will not operate to terminate any of the Trust Documents or entitle such Holder's legal representative or heirs to claim an accounting or to take any action or proceeding in any court for a partition or winding up of the affairs of the related Trust, or otherwise affect the rights, duties and obligations of any of the parties to the Trust Documents.

(b) *No Right to Participate.* No Holder will have any right to control or to participate in the control and administration of any Trust or the related Trust Fund, nor will any of the terms of the Trust Documents be construed to constitute the Holders and Fannie Mae (in any capacity) as partners or members of an association, nor will any Holder have any duty or liability to any third person by reason of any action taken by the parties to the Trust Documents or pursuant to the provisions of the Trust Documents.

(c) *No Right to Act.* No Holder will have any right by virtue of any provision of the Trust Documents to institute any suit, action or proceeding in equity or at law unless a Guarantor Event of Default has occurred and is continuing. In addition, if a Guarantor Event of Default has occurred and is continuing with respect to a Series, no Holder may institute any suit, action or proceeding in equity or at law against the Guarantor unless Holders of Certificates representing at least 25% of the Voting Rights of any Class of that Series have first requested in writing that the Trustee undertake enforcement efforts to collect under the Guaranty, and the Trustee has not undertaken any such action within 120 days after receiving such written request together with reasonable security or indemnity against the costs, expenses and liabilities that it may incur as required by Subsection 9.03(a)(iv). By accepting and purchasing the Certificates, each Holder is deemed to acknowledge and agree, and expressly to covenant with every other Holder and the Trustee, that no Holder will have any right by virtue of any provision of the Trust Documents to affect, disturb or prejudice the rights of any other Holder, to obtain or seek to obtain priority over or preference to any other Holder, or to enforce any right under the Trust Documents (except as expressly provided in this Trust Agreement), except for the equal, ratable and common benefit of all Holders. For the protection and enforcement of the provisions of this Section 13.01, each and every Holder and the Trustee will be entitled to such relief as can be given either at law or in equity.

#### Section 13.02. Governing Law.

The terms of the Trust Documents will be construed in accordance with the laws of the District of Columbia (without giving effect to conflicts of laws principles).

### Section 13.03. Assignment.

This Trust Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This Trust Agreement is for the sole benefit of the parties, the Holders and their respective successors, assigns and legal representatives and is not intended, nor will be construed, to give any Person, other than the parties to this Trust Agreement, the Holders, and their respective successors, assigns and legal representatives, any legal or equitable right, remedy or claim under this Trust Agreement.

### Section 13.04. Demands, Notices, Communications.

All formal demands, notices and communications by and among the Issuer, the Guarantor, the Trustee, the Certificate Registrar, the Fiscal Agent, the Depository, the Paying Agent, the Transfer Agent and any Holder of a Certificate will be in writing (which may include an electronic message, communication over the internet or other technological method that becomes available for the transfer of information) and delivered in person or by first class mail, postage prepaid, or by facsimile or electronic transmission (which transmission will be deemed received only upon telephonic or electronic confirmation of receipt, except in the case of a communication by means of posting on an internet site or other technological method by which the information is made available for access by the party to whom the communication is being given): (a) if to the Issuer or the Guarantor, to the General Counsel, Attention: Securitization Counsel, Fannie Mae, 3900 Wisconsin Avenue, N.W., Washington, D.C. 20016, or to such other address or addresses as is set forth in a notification to such Holder; (b) if to the Trustee, to the attention of the Office of the Trustee, Fannie Mae, 3900 Wisconsin Avenue, N.W., Washington, D.C. 20016, or to such other address or addresses as is set forth in a notification to such Holder; (c) if to the Holder of a Regular Certificate, other than a Depository Certificate, to the appropriate Holder in care of the Fiscal Agent at the address (electronic or otherwise) provided to the Issuer by the Fiscal Agent; (d) if to the Holder of a Depository Certificate, to the entity acting as nominee for the Depository; (e) if to the Holder of a Residual Certificate, to such Holder at the address shown in the Certificate Register; or (f) if to the Certificate Registrar, the Paying Agent or the Transfer Agent, to the Corporate Trust Office of the Certificate Registrar, the Paying Agent or the Transfer Agent, or at such other address or addresses as are set forth in a notification to such Holder. In lieu of the notification methods set forth in the preceding sentence, any such demands, notices and communications to a Holder may be communicated in any other public manner as Fannie Mae uses to make its financial information available, including posting such information on the Fannie Mae Web site. Any notice that is mailed or sent electronically or posted within the time prescribed in the Trust Documents will be presumed conclusively to have been duly given whether or not the Holder receives the notice. In the case of voting or consent of Holders, the communication may be through the use of a survey or voting procedure on the Fannie Mae Web site or other medium, *provided* the results are tallied in a manner that is secure and results in a report that can be and is maintained as part of the records of the Trust.

### Section 13.05. Severability of Provisions.

If any covenant, agreement, provision or term of the Trust Documents is for any reason whatsoever held invalid, then such covenant, agreement, provision or term will be deemed

severable from the remaining covenants, agreements, provisions or terms of the Trust Documents and will in no way affect the validity or enforceability of the other provisions of the Trust Documents, the Certificates or the rights of the Holders created under the Trust Documents.

Section 13.06. Authorized Officers and Signatures.

The manual, facsimile or electronic signature of any individual appearing on any document designated as the signature of an authorized officer of the Issuer, Guarantor or Trustee (or any successor to any of them) will constitute conclusive evidence that such individual is, in fact, authorized to execute such document, notwithstanding that such authorization may have lapsed prior to or subsequent to the effective date of the document or its delivery.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto hereby execute this Trust Agreement, as of the Effective Date.

FANNIE MAE,  
in its corporate capacities as Issuer and Guarantor

By: /s/ Richard Sorkin

Richard Sorkin  
Vice President, Structured Transactions

FANNIE MAE,  
in its capacity as Trustee

By: /s/ Judith C. Dunn

Judith C. Dunn  
Senior Vice President and  
Deputy General Counsel

DISTRICT OF COLUMBIA

THIS instrument was acknowledged before me on this 11<sup>th</sup> day of May, 2010, by Richard Sorkin, Vice President of Fannie Mae.

/s/ Denise Jacobs

Notary Public

My commission expires: February 28, 2013

DISTRICT OF COLUMBIA

THIS instrument was acknowledged before me on this 11<sup>th</sup> day of May, 2010, by Judith C. Dunn as Senior Vice President and Deputy General Counsel of Fannie Mae.

/s/ Katharine C. Warren

Notary Public

My commission expires: March 22, 2011



**EXHIBIT A  
TO REMIC MASTER TRUST AGREEMENT**

FEDERAL NATIONAL MORTGAGE ASSOCIATION

ISSUE SUPPLEMENT

Dated as of \_\_\_\_\_ 1, 20\_\_

TO REMIC MASTER TRUST AGREEMENT

Dated as of May 1, 2010

for

GUARANTEED REMIC PASS-THROUGH CERTIFICATES

Series Designation  
20\_\_-X

Issue Date  
\_\_\_\_\_ 1, 20\_\_

THIS ISSUE SUPPLEMENT accompanies and supplements a certain REMIC Master Trust Agreement, dated as of May 1, 2010 (the "Trust Agreement"), published by the Federal National Mortgage Association ("Fannie Mae"). Unless otherwise specified, certain words and phrases appearing herein, characterized by initial capital letters, are defined in such Trust Agreement and will have the meanings so defined.

The collective terms of such Trust Agreement and this Issue Supplement will govern the composition of the Trust Fund, the beneficial ownership of which is evidenced by the Series of Certificates having the above designation, and have no applicability to any other trust fund. If any provision of this Issue Supplement conflicts with or contradicts a provision of the Trust Agreement, the provisions of this Issue Supplement will control.

By its execution and publication of this Issue Supplement, Fannie Mae will be deemed to have declared its intent that the related [Single Tier REMIC] [Upper Tier REMIC[, Middle Tier REMIC] and Lower Tier REMIC] formed under the Trust Agreement and this Issue Supplement will constitute, and the affairs of such [Single Tier REMIC] [Upper Tier REMIC[, Middle Tier REMIC] and Lower Tier REMIC] will be conducted so as to qualify as, a REMIC pursuant to Section 860D of Subchapter M of Chapter 1 of the Internal Revenue Code. The date designated as the "startup day" of [each] such REMIC within the meaning of Section 860G(a)(9) of the Internal Revenue Code will be the Settlement Date.

With respect to the Series of Guaranteed REMIC Pass-Through Certificates having the above designation, Fannie Mae has deposited into the Trust Fund the Mortgage-Backed Securities specified in the related Mortgage-Backed Securities Schedule and evidencing beneficial interests in the related Trust, and intends to issue hereunder the Classes of REMIC Certificates specified in the related Prospectus Supplement for such Series.

[Section 1.] Applicable Trust Agreement Provisions.

The following terms defined in Section 1.01 of the Trust Agreement will have the following meanings for the Series of Certificates authorized hereby:

Issue Date: \_\_\_\_\_ 1, 20\_\_.

Prospectus Supplement: The Prospectus Supplement dated \_\_\_\_\_ \_\_\_\_, 20\_\_, relating to the Guaranteed REMIC Pass-Through Certificates, Fannie Mae REMIC Trust 20\_\_-X, as the same may be amended or supplemented from time to time.

Residual Certificate: The Class X-R Certificate[, the Class X-RM Certificate] [or the Class X-RL Certificate, as the context requires].

Settlement Date: \_\_\_\_\_ \_\_\_\_, 20\_\_.

[Section 2. Additional Defined Terms. Whenever used in this Issue Supplement, the following words and phrases will have the following meanings:

[To be included as required for a particular Series.]

[Section 3. Additional Provisions.

[To be included as required for a particular Series.]

EXHIBIT A  
to Issue Supplement

MORTGAGE-BACKED SECURITY SCHEDULE

[to be attached or if not attached, prepared in electronic format pursuant to Section 2.07 of the  
Trust Agreement]

[EXHIBIT B  
to Issue Supplement

20[ ]-X LOWER TIER SCHEDULE

<u>Lower Tier Interest Designation</u>	<u>Companion Classes</u>	<u>Original Class Balance</u>	<u>Interest Rate</u>	<u>Final Distribution Date]</u>
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[EXHIBIT C  
to Issue Supplement

20[ ]-X MIDDLE TIER SCHEDULE

<u>Middle Tier Interest Designation</u>	<u>Companion Classes</u>	<u>Original Class Balance</u>	<u>Interest Rate</u>	<u>Final Distribution Date]</u>
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**EXHIBIT B  
TO REMIC MASTER TRUST AGREEMENT**

**THIS CLASS X-[R][RM][RL] REMIC CERTIFICATE HAS NO PRINCIPAL BALANCE, DOES NOT BEAR INTEREST AND WILL NOT RECEIVE ANY DISTRIBUTIONS EXCEPT AS PROVIDED HEREIN.**

**THIS CLASS X-[R][RM][RL] REMIC CERTIFICATE IS NOT GUARANTEED BY THE UNITED STATES AND DOES NOT CONSTITUTE A DEBT OR OBLIGATION OF THE UNITED STATES OR ANY AGENCY OR INSTRUMENTALITY THEREOF OTHER THAN FANNIE MAE.**

**TRANSFER OF THIS CLASS X-[R][RM][RL] REMIC CERTIFICATE IS RESTRICTED AS SET FORTH IN THE TRUST AGREEMENT. NO TRANSFER OF THIS CLASS X-[R][RM][RL] REMIC CERTIFICATE MAY BE MADE TO A “DISQUALIFIED ORGANIZATION” AS DEFINED IN SECTION 860E(e)(5) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”). SUCH TERM INCLUDES THE UNITED STATES, ANY STATE OR POLITICAL SUBDIVISION THEREOF, ANY FOREIGN GOVERNMENT, ANY INTERNATIONAL ORGANIZATION, ANY AGENCY OR INSTRUMENTALITY OF ANY OF THE FOREGOING (OTHER THAN CERTAIN TAXABLE INSTRUMENTALITIES), ANY COOPERATIVE ORGANIZATION FURNISHING ELECTRIC ENERGY OR PROVIDING TELEPHONE SERVICE TO PERSONS IN RURAL AREAS, OR ANY ORGANIZATION (OTHER THAN A FARMERS’ COOPERATIVE) THAT IS EXEMPT FROM FEDERAL INCOME TAX UNLESS SUCH ORGANIZATION IS SUBJECT TO THE TAX ON UNRELATED BUSINESS INCOME. NO TRANSFER OF THIS CLASS X-[R][RM][RL] REMIC CERTIFICATE WILL BE REGISTERED BY THE CERTIFICATE REGISTRAR UNLESS THE PROPOSED TRANSFEREE HAS DELIVERED (A) AN AFFIDAVIT AFFIRMING, AMONG OTHER THINGS, THAT THE PROPOSED TRANSFEREE IS NOT A DISQUALIFIED ORGANIZATION AND IS NOT ACQUIRING THE CLASS X-[R][RM][RL] REMIC CERTIFICATE FOR THE ACCOUNT OF A DISQUALIFIED ORGANIZATION, AND CONSENTING TO AMENDMENT OF THE 20[ ]-X ISSUE SUPPLEMENT UNDER THE CIRCUMSTANCES DESCRIBED IN THE AFFIDAVIT AND (B) A PROPERLY EXECUTED UNITED STATES INTERNAL REVENUE SERVICE FORM W-9 (OR A FORM W-8ECI, IN THE CASE OF A PROPOSED TRANSFEREE THAT IS A PERSON (OTHER THAN A U.S. PERSON) SUBJECT TO UNITED STATES INCOME TAXATION ON A NET BASIS ON INCOME DERIVED FROM THIS CLASS X-[R][RM][RL] REMIC CERTIFICATE). A COPY OF THE FORM OF AFFIDAVIT REQUIRED OF EACH PROPOSED TRANSFEREE IS ON FILE AND AVAILABLE FROM THE CORPORATE TRUST OFFICE.**

**A TRANSFER IN VIOLATION OF THE APPLICABLE RESTRICTIONS MAY GIVE RISE TO A SUBSTANTIAL TAX UPON THE TRANSFEROR OR, IN CERTAIN CASES, UPON AN AGENT ACTING FOR THE TRANSFEREE. A PASS THRU ENTITY THAT HOLDS THIS CLASS X-[R][RM][RL] REMIC CERTIFICATE AND THAT HAS A DISQUALIFIED ORGANIZATION AS A RECORD OWNER IN ANY**

**TAXABLE YEAR GENERALLY WILL BE SUBJECT TO A TAX FOR EACH SUCH YEAR EQUAL TO THE PRODUCT OF (A) THE AMOUNT OF EXCESS INCLUSIONS WITH RESPECT TO THE PORTION OF THIS CERTIFICATE OWNED THROUGH SUCH PASS THRU ENTITY BY SUCH DISQUALIFIED ORGANIZATION AND (B) THE HIGHEST MARGINAL FEDERAL TAX RATE ON CORPORATIONS. FOR PURPOSES OF THE PRECEDING SENTENCE, THE TERM “PASS THRU” ENTITY INCLUDES REGULATED INVESTMENT COMPANIES, REAL ESTATE INVESTMENT TRUSTS, COMMON TRUST FUNDS, PARTNERSHIPS, TRUSTS, ESTATES, COOPERATIVES TO WHICH PART I OF SUBCHAPTER T OF THE CODE APPLIES AND, EXCEPT AS PROVIDED IN REGULATIONS, NOMINEES HOLDING AN INTEREST IN A PASS-THRU ENTITY.**

**IF THIS CLASS X-[R][RM][RL] REMIC CERTIFICATE WOULD CONSTITUTE A “NONECONOMIC RESIDUAL INTEREST” WITHIN THE MEANING OF TREASURY REGULATIONS ISSUED ON DECEMBER 23, 1992, ANY TRANSFER OF THIS CLASS X-[R][RM][RL] REMIC CERTIFICATE FOR THE PURPOSE OF AVOIDING OR IMPEDING THE ASSESSMENT OR COLLECTION OF TAX WILL BE DISREGARDED FOR ALL U.S. FEDERAL TAX PURPOSES. THE AFFIDAVIT REQUIRED TO BE SUPPLIED UPON THE TRANSFER OF THIS CLASS X-[R][RM][RL] REMIC CERTIFICATE DESCRIBED ABOVE ALSO MUST AFFIRM THAT NO PURPOSE OF THE TRANSFER OF THIS CLASS X-[R][RM][RL] REMIC CERTIFICATE IS TO AVOID OR IMPEDE THE ASSESSMENT OR COLLECTION OF TAX, THAT THE PROPOSED TRANSFEREE UNDERSTANDS THAT IT MAY INCUR TAX LIABILITIES IN EXCESS OF ANY CASH FLOWS GENERATED BY THIS CLASS X-[R][RM][RL] REMIC CERTIFICATE AND THAT IT INTENDS TO PAY TAXES ASSOCIATED WITH HOLDING THIS CLASS X-[R][RM][RL] REMIC CERTIFICATE AS THEY BECOME DUE, AND THAT THE TRANSFER WILL NOT CAUSE INCOME FROM THIS CLASS X-[R][RM][RL] REMIC CERTIFICATE TO BE ATTRIBUTABLE TO A FOREIGN PERMANENT ESTABLISHMENT OR FIXED BASE OF THE PROPOSED TRANSFEREE OR ANOTHER U.S. TAXPAYER.**

**IN ADDITION, TRANSFER OF THIS CLASS X-[R][RM][RL] REMIC CERTIFICATE IS RESTRICTED AS SET FORTH IN THE TRUST AGREEMENT. NO TRANSFER OF THIS CLASS X-[R][RM][RL] REMIC CERTIFICATE MAY BE MADE (X) TO ANY PERSON THAT IS NOT (I) A “U.S. PERSON” OR (II) A PERSON (OTHER THAN A U.S. PERSON) SUBJECT TO UNITED STATES INCOME TAXATION ON A NET BASIS ON INCOME DERIVED FROM THIS CLASS X-[R][RM][RL] REMIC CERTIFICATE OR (Y) TO A PARTNERSHIP OF WHICH ANY PERSON OR ENTITY THAT HOLDS AN INTEREST (DIRECTLY, OR INDIRECTLY THROUGH A PASS-THRU ENTITY) IS NOT (I) A U.S. PERSON OR (II) A PERSON (OTHER THAN A U.S. PERSON) SUBJECT TO UNITED STATES INCOME TAXATION ON A NET BASIS ON INCOME DERIVED THIS CLASS X-[R][RM][RL] REMIC CERTIFICATE, WITHOUT THE EXPRESS WRITTEN CONSENT OF FANNIE MAE. THE TERM “U.S. PERSON” MEANS A CITIZEN OR RESIDENT OF THE UNITED STATES, A CORPORATION, PARTNERSHIP OR OTHER ENTITY CREATED OR ORGANIZED IN OR UNDER THE LAWS OF THE UNITED STATES OR ANY POLITICAL SUBDIVISION THEREOF, OR AN ESTATE THE INCOME OF**

**WHICH IS SUBJECT TO UNITED STATES FEDERAL INCOME TAX REGARDLESS OF THE SOURCE OF ITS INCOME OR A TRUST IF A COURT WITHIN THE UNITED STATES CAN EXERCISE PRIMARY SUPERVISION OVER ITS ADMINISTRATION AND AT LEAST ONE U. S. PERSON HAS THE AUTHORITY TO CONTROL ALL SUBSTANTIAL DECISIONS OF THE TRUST.**



Pursuant to the REMIC Master Trust Agreement dated as of May 1, 2010 and

Issue Supplement dated as of \_\_\_\_\_ 1, 20\_\_

Guaranteed REMIC Pass Through Certificate  
evidencing an undivided beneficial ownership interest in  
Fannie Mae REMIC Trust 20\_\_-X

Issued by  
FANNIE MAE

Class X-[R][RM][RL]

Issue Date: \_\_\_\_\_ 1, 20\_\_

Certificate No.:

Final Distribution Date:

CUSIP No.:

Registered Holder:

Taxpayer Identification Number:

FEDERAL NATIONAL MORTGAGE ASSOCIATION, a body corporate organized and existing under the laws of the United States (“Fannie Mae”, which term includes any successor), in its corporate capacity, for value received, hereby promises to distribute to the Registered Holder identified above or registered assigns (the “Holder”), subject to the terms and conditions of the REMIC Master Trust Agreement dated as of May 1, 2010 (the “Trust Agreement”), as supplemented by an issue supplement dated as of \_\_\_\_\_ 1, 20\_\_ (the “20\_\_-X Issue Supplement”), each between Fannie Mae in its corporate capacities as issuer and guarantor and Fannie Mae as trustee (the “Trustee”), the proceeds of the remaining assets of the Trust Fund, if any, after the Class Balance of each Class of REMIC Certificates has been reduced to zero.

This Class X-[R][RM][RL] REMIC Certificate represents a “residual interest” in a “real estate mortgage investment conduit” as those terms are defined in the Internal Revenue Code of 1986, as amended.

This Class X-[R][RM][RL] REMIC Certificate is one of a duly authorized issue of Guaranteed REMIC Pass Through Certificates of Fannie Mae (herein called the “REMIC Certificates”), representing the beneficial ownership of Fannie Mae REMIC Trust 20\_\_-X (herein called the “Trust Fund”), all issued and to be issued under the Trust Agreement and the 20\_\_-X Issue Supplement, to which Trust Agreement and all amendments and Trust Agreements supplemental thereto (including the 20\_\_-X Issue Supplement) reference is hereby made for a statement of the respective rights thereunder of the Issuer, the Guarantor, the Trustee, and the Holders of the REMIC Certificates of each Class thereof and the terms upon which this Class X-[R][RM][RL] REMIC Certificate is, and is to be, authenticated and made available. All capitalized terms used in this Class X-[R][RM][RL] REMIC Certificate that are defined in the Trust Agreement, as supplemented or amended by the 20\_\_-X Issue Supplement, will have the meanings assigned to them in the Trust Agreement, as so supplemented or amended.

No distributions will be made on this Class X-[R][RM][RL] REMIC Certificate [other than any distributions to be made from the Retail Cash Deposit Account pursuant to Section 4.03(d) of the Trust Agreement]; *provided, however*, that any distribution of the proceeds of any remaining assets of the Trust Fund will be made only upon presentation and surrender of this Class X-[R][RM][RL] REMIC Certificate at the Corporate Trust Office of the applicable Paying Agent as specified in the Trust Agreement and the 20\_\_-X Issue Supplement.

The Trust Agreement permits, with certain exceptions therein provided, the amendment thereof and the modification of the rights and obligations of Fannie Mae and the rights of the Holders of Certificates under the Trust Agreement and the 20\_\_-X Issue Supplement at any time by the Issuer and the Trustee with the consent of the Holders of REMIC Certificates of each Class representing not less than 51% of the Voting Rights of such Class. The Trust Agreement also permits the amendment thereof or the amendment of the 20\_\_-X Issue Supplement, in certain limited circumstances, without the consent of the Holders of any of the REMIC Certificates.

Any consent by the Holder of this Class X-[R][RM][RL] REMIC Certificate pursuant to the Trust Agreement will be conclusive and binding on such Holder and upon all future Holders of this Class X-[R][RM][RL] REMIC Certificate and of any Class X-[R][RM][RL] REMIC Certificate issued upon the registration of transfer hereof or in lieu hereof whether or not notation of such consent is made upon this Class X-[R][RM][RL] REMIC Certificate.

This Class X-[R][RM][RL] REMIC Certificate is issuable only as a registered REMIC Certificate. As provided in the Trust Agreement and the 20\_\_-X Issue Supplement and subject to certain limitations set forth therein, and subject to the restrictions on transfer set forth on the first and second pages hereof, the transfer of this Class X-[R][RM][RL] REMIC Certificate is registrable in the Certificate Register of the Trustee upon surrender of this Class X-[R][RM][RL] REMIC Certificate for registration of transfer at the office or agency maintained by the Trustee for such purpose, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Issuer, the Trustee and the Certificate Registrar duly executed by, the Holder hereof or such Holder's attorney duly authorized in writing, and such other documents as the Issuer, the Trustee or the Certificate Registrar may require, and thereupon a new Class X-[R][RM][RL] REMIC Certificate will be issued to the designated transferee. A service charge in an amount determined by the Trustee will be imposed for any registration of transfer of this Class X-[R][RM][RL] REMIC Certificate and the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith.

The Holder of this Class X-[R][RM][RL] REMIC Certificate, by the acceptance of such Certificate, agrees that the Trustee is designated as its fiduciary in the performance of all the duties required of, or permitted to be taken by, the tax matters person for such Trust Fund and, if necessary, to execute a power of attorney to such effect.

The Issuer, the Guarantor, the Trustee, the Certificate Registrar and any of their respective agents may treat the Person in whose name this Class X-[R][RM][RL] REMIC Certificate is registered as the owner hereof for all purposes, and none of the Issuer, the

Guarantor, the Trustee, the Certificate Registrar or any of their respective agents will be affected by notice to the contrary.

This Class X-[R][RM][RL] REMIC Certificate and the 20\_\_-X Issue Supplement will be construed in accordance with, and governed by, the substantive laws of the District of Columbia applicable to agreements made and to be performed therein (without giving effect to conflicts of law principles).

This Class X-[R][RM][RL] REMIC Certificate is issued under and is subject to the terms, provisions and conditions of the Trust Agreement and 20\_\_-X Issue Supplement, to which Trust Agreement and 20\_\_-X Issue Supplement the Holder of this Class X-[R][RM][RL] REMIC Certificate by virtue of the acceptance hereof assents and by which such Holder is bound.

Unless the certificate of authentication hereon has been executed by or on behalf of the Certificate Registrar by manual or facsimile signature, this Class X-[R][RM][RL] REMIC Certificate will not be entitled to any benefit under the Trust Agreement or 20\_\_-X Issue Supplement or be valid for any purpose.

\* \* \* \* \*

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Certificate to be duly executed by manual or facsimile signature.

FANNIE MAE,  
in its corporate capacity as Issuer

By: \_\_\_\_\_  
Authorized Officer

FANNIE MAE,  
in its capacity as Trustee

By: \_\_\_\_\_  
Authorized Officer

CERTIFICATE OF AUTHENTICATION

This is the Class X-[R][RM][RL] Certificate referred to in the within mentioned Trust Agreement and 20\_\_-X Issue Supplement.

U.S. Bank National Association, Certificate Registrar

Dated:

By: \_\_\_\_\_  
Authorized Signatory



5. That the Investor will not transfer the Class X-[R][RM][RL] REMIC Certificate unless (i) it has received from the transferee an affidavit in substantially the same form as this affidavit containing the same representations set forth herein and (ii) as of the time of the transfer, it does not have actual knowledge that such affidavit is false.

IN WITNESS WHEREOF, the Investor has caused this instrument to be executed on its behalf, pursuant to the authority of its Board of Directors, by its [Title of Officer] and its corporate seal to be hereunto attached, attested by its [Assistant] Secretary, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[NAME OF INVESTOR]

By: \_\_\_\_\_

[Name of Officer]

[Title of Officer]

[Address of Investor for receipt of distributions]

[Taxpayer I.D. number]

Address of Investor for receipt of tax information:

\_\_\_\_\_  
\_\_\_\_\_

[Corporate Seal]

Attest:

\_\_\_\_\_  
[Assistant] Secretary

Personally appeared before me the above named [Name of Officer], known or proved to me to be the same person who executed the foregoing instrument and to be the [Title of Officer] of the Investor, and acknowledged to me that [s]he executed the same as [his][her] free act and deed and the free act and deed of the Investor.

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_

My commission expires the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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**FEDERAL NATIONAL MORTGAGE ASSOCIATION  
("FANNIE MAE")**

**as**

**Issuer, Guarantor and Trustee**

**RCR MASTER TRUST AGREEMENT**

**for**

**GUARANTEED GRANTOR TRUST  
PASS-THROUGH CERTIFICATES**

**evidencing beneficial interests in**

**POOLS OF MORTGAGE-BACKED SECURITIES**

**May 1, 2010**

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**EXHIBIT A FORM OF RCR ISSUE SUPPLEMENT**

## **RCR MASTER TRUST AGREEMENT**

THIS RCR MASTER TRUST AGREEMENT is executed by Federal National Mortgage Association (“Fannie Mae”), in its corporate capacities as Issuer and Guarantor, and in its capacity as Trustee.

### **RECITALS**

A. Fannie Mae is a corporation organized and existing pursuant to the Charter Act, and has full corporate authority and power to enter into, and to undertake the obligations set forth in, this Trust Agreement.

B. Fannie Mae, as issuer, guarantor and trustee, has entered into a REMIC Trust Agreement creating and establishing a REMIC Trust for each Series.

C. Fannie Mae has deposited into the Trust Fund for each Series certificates evidencing the classes of Fannie Mae Guaranteed REMIC Pass-Through Certificates specified in the Schedule of Underlying Certificates for such Series and evidencing beneficial interests in the related REMIC Trust.

D. Fannie Mae intends to issue hereunder and under the related RCR Issue Supplement the Combinable Classes specified in the related Schedule of Underlying Certificates, each such Combinable Class being issued in the same original principal or notional principal amount, bearing the same rate of interest, if any, and bearing the same letter designation as the Related REMIC Class.

E. Fannie Mae intends to issue hereunder and under the related RCR Issue Supplement the RCR Classes specified in the related Schedule of Underlying Certificates, the Certificates of each such RCR Class being issued in the same original principal or notional principal amount, bearing the same rate of interest, if any, and bearing the same letter designation as specified in the related Schedule of Underlying Certificates.

F. Fannie Mae intends to deliver hereunder and under the related RCR Issue Supplement RCR Certificates in exchange for Combinable Certificates of such Series, the aggregate of the beneficial interests of the RCR Certificates delivered in any such exchange being equivalent to the beneficial interests in the Related REMIC Classes evidenced by the Combinable Certificates so exchanged.

G. Fannie Mae intends to deliver hereunder and under the related RCR Issue Supplement Combinable Certificates in exchange for RCR Certificates of such Series, the aggregate of the beneficial interests of the Combinable Certificates delivered in any such exchange being equivalent to the beneficial interests in the Related REMIC Classes evidenced by the RCR Certificates so exchanged.

H. Fannie Mae intends to guarantee to each Trust sufficient funds to permit timely distributions of required principal and interest on the related Certificates to Holders.

I. Fannie Mae intends to act as Trustee for each Trust.

NOW, THEREFORE, the parties to this Trust Agreement, in the several capacities hereinabove set forth, do hereby declare and establish this Trust Agreement and do hereby undertake and otherwise agree as follows:

## ARTICLE I

### DEFINED TERMS AND RULES OF CONSTRUCTION

#### Section 1.01. General Definitions.

Whenever used in this Trust Agreement, the following words and phrases will have the following meanings:

***Accrual Class:*** With respect to any Series, any Class of Certificates designated as such in the related Prospectus Supplement.

***Additional Trust Expenses:*** As to any Trust, the fees and expenses allocable to that Trust (including indemnification under Subsection 7.03(b) and legal expense reimbursements under Subsection 7.03(c)) that are incurred by the Trustee pursuant to the Trust Documents.

***Aggregate Denomination:*** As to any Class and date of determination, the aggregate of the principal or notional principal denominations of the Outstanding Certificates of such Class on such date.

***Amendment:*** A document that amends or supplements either this Trust Agreement or an RCR Issue Supplement.

***Business Day:*** Any day other than (i) a Saturday, (ii) a Sunday, (iii) a day on which the Fiscal Agent or the Paying Agent is closed, (iv) a day on which the Federal Reserve Bank of New York is closed or (v) with respect to any required withdrawal for remittance to a Paying Agent, a day on which the Federal Reserve Bank is closed in the district where any Certificate Account from which such withdrawal is made is maintained. When used with respect to an Index Determination Date for any LIBOR Class, “Business Day” will mean a day on which banks are open for dealing in foreign currency and exchange in London and New York City.

***Certificate:*** A guaranteed grantor trust pass-through certificate, (i) in the case of any Certificate other than a Depository Certificate, issued in book-entry form and maintained in the name of a record owner as an entry on the books of the Fiscal Agent under a designation specifying the RCR Class and denomination thereof; and (ii) in the case of a Depository Certificate, issued in fully registered, certificated form and maintained in the name of the nominee of the Depository as an entry on the books of the Depository under a designation specifying the RCR Class and denomination thereof.

***Certificate Account:*** Any account or accounts created and maintained pursuant to Section 4.01, which may hold funds of one or more Trusts and Other Fannie Mae Trusts.

**Certificate Balance:** As to any Outstanding Certificate prior to the initial Distribution Date for the related Series, the denomination thereof; and as to any such Outstanding Certificate subsequent to such initial Distribution Date, the denomination thereof multiplied by the then applicable Class Factor.

**Certificate Group:** With respect to any Series, each Class of Combinable Certificates included within any particular “Recombination” specified in the related Schedule of Underlying Certificates together with the Class or Classes of RCR Certificates included in such “Recombination.”

**Certificate Register:** The register maintained pursuant to Section 3.04.

**Certificate Registrar:** A Person designated by the Trustee to perform the functions of a certificate registrar under the Trust Documents, currently U.S. Bank National Association, a national banking association.

**Charter Act:** The Federal National Mortgage Association Charter Act (12 U.S.C. §§ 1716 *et seq.*), as amended and in effect from time to time.

**Class:** With respect to any Series, each class of Certificates issued hereunder and under the related RCR Issue Supplement as set forth in Section 3.02.

**Class Balance:** With respect to any Class of Certificates at any time, the aggregate of the Certificate Balances of all Outstanding Certificates of such Class.

**Class Distribution Amount:** As to each Combinable Class and each Distribution Date, an amount equal to the distribution of principal and/or interest on such Distribution Date in respect of the Related REMIC Class multiplied by a fraction, the numerator of which is equal to the Aggregate Denomination of such Class at the close of business on the related Record Date, and the denominator of which is the original principal amount of the Related REMIC Class having the same letter designation. As to each RCR Class and each Distribution Date, the sum of (i) the Class Interest Distribution Amount for such Class and (ii) the Class Principal Distribution amount for such Class. In calculating or causing to be calculated the amount to be distributed on any Distribution Date, the Trustee will make any adjustments as are necessary to reconcile prior payments made in error.

**Class Factor:** As to any date of determination and any Combinable Class, the then current class factor for the Related REMIC Class. As to any date of determination and any RCR Class (other than any RCR Class of Interest Only Certificates), a fraction, the numerator of which is the sum of the then current class balances of the Related REMIC Classes or specified portions thereof (other than any interest only Related REMIC Classes) included in the same Certificate Group, and the denominator of which is the sum of the original class balances of such Related REMIC Classes or specified portions thereof. As to any date of determination and any RCR Class of Interest Only Certificates, a fraction, the numerator of which is (i) the percentage specified in the related Prospectus Supplement for such RCR Class of Interest Only Certificates *multiplied by* (ii) the then current principal balance of the REMIC class (or other specified mortgage-related asset) from which the Class Balance of such RCR Class of Interest Only Certificates is derived as specified in the related Prospectus Supplement (or, if more than one

percentage and REMIC class (or other specified mortgage-related asset) is so specified, the sum of the products described in this sentence), and the denominator of which is the original principal balance of such REMIC class (or other specified mortgage-related asset).

***Class Interest Distribution Amount:*** As to each RCR Class (other than an Accrual Class or Partial Accrual Class prior to its Initial Interest Distribution Date and a principal only Class) and each Distribution Date, an amount equal to interest accrued during the related Interest Accrual Period (computed on the basis of a 360-day year consisting of twelve 30-day months) at the applicable Interest Rate on the Class Balance thereof immediately prior to such Distribution Date. As to each RCR Class that is a Partial Accrual Class and each Distribution Date prior to its Initial Interest Distribution Date, an amount equal to interest accrued during the related Interest Accrual Period (computed on the basis of a 360-day year consisting of twelve 30-day months) at the applicable Interest Rate on the Class Balance thereof immediately prior to such Distribution Date, *less* any amounts added to the principal balances of the Related REMIC Classes on such Distribution Date.

***Class Principal Distribution Amount:*** As to each RCR Class (other than any RCR Class of Interest Only Certificates) and each Distribution Date, an amount as to principal equal to (i) the concurrent distribution of principal in respect of the Related REMIC Class or Classes (excluding any distributions of principal from the Designated Accrual Amounts) multiplied by (ii) a fraction, the numerator of which is the Aggregate Denomination of such RCR Class, and the denominator of which is the Initial Authorized Denomination of such RCR Class.

***COFI Class:*** Any Floating Rate Class for which the related Interest Rate is calculated for the related Interest Accrual Period by reference to the Eleventh District Cost of Funds Index, determined as described in the Prospectus, or any successor index thereto; *provided*, that if the most recently announced value for the Eleventh District Cost of Funds Index relates to a month prior to the third month preceding the month in which that Interest Accrual Period begins, such Interest Rate will be calculated by reference to the National Cost of Funds Index; *provided further*, that if the most recently published value for the National Cost of Funds Index relates to a month prior to the fourth month preceding the month in which that Interest Accrual Period begins, such Interest Rate will be calculated by reference to LIBOR.

***Combinable Certificates:*** The Certificates of any Combinable Class.

***Combinable Class:*** With respect to any Series, each Class listed in the related Schedule of Underlying Certificates that is not an RCR Class.

***Corporate Trust Office:*** With respect to the presentation and surrender of the Certificates representing each Class of Depository Certificates for the final distribution thereon on the final Distribution Date for the related Series, the office of the New York Presenting Agent or the principal corporate trust office of the Certificate Registrar, currently located at 1 Federal Street, Boston, Massachusetts 02110; with respect to notices to the Certificate Registrar, the foregoing address.

**Depository:** A Person designated by the Issuer to perform the functions of a securities depository under the Trust Documents, currently The Depository Trust Company, a New York-chartered limited purpose trust company.

**Depository Certificates:** As specified in the related Prospectus Supplement.

**Designated Accrual Amounts:** As to each RCR Class and each Distribution Date, any Accrual Amount specified in a footnote to the related Schedule of Underlying Certificates as being used to pay interest on such RCR Class.

**Determination Date:** As to any Distribution Date for any Series, the third preceding Business Day.

**Distribution Date:** As to any Combinable Class or RCR Class and any Series, the distribution date for the Related REMIC Class or Classes.

**Effective Date:** May 1, 2010.

**Eleventh District Cost of Funds Index:** The Monthly Weighted Average Cost of Funds for the Eleventh District Savings Institutions published by the Federal Home Loan Bank of San Francisco.

**Eligible Depository:** (a) Any Federal Reserve Bank, (b) any Federal Home Loan Bank or (c) any other depository institution that:

- (i) has its accounts insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund or such other governmental insurer or guarantor that may be acceptable to the Guarantor;
- (ii) is rated as “well capitalized” by its applicable federal or state regulator or, if not rated by a federal or state regulator, satisfies the capital requirements that would apply for categorization as “well capitalized” under federal or state regulations; and
- (iii) has a financial rating that meets or exceeds at least one of the following criteria:
  - (a) a short-term issuer rating by S&P of “A-3,” or if no short-term issuer rating by S&P is available, a long-term issuer rating of “BBB-” by S&P;
  - (b) a short-term bank deposit rating by Moody’s of “P-3,” or if no short-term bank deposit rating by Moody’s is available, a long-term bank deposit rating of “Baa3” by Moody’s;
  - (c) a financial rating of 125 by IDC;
  - (d) a financial rating of C+ by LACE; or



(e) satisfies any other standard determined by the Guarantor, *provided* that such other standard is comparable to the rating requirements set forth above.

If a depository institution satisfies the standards in clauses (i) and (ii) and has a rating that meets or exceeds at least one of the ratings specified in clause (iii), that depository institution will be considered an “Eligible Depository” even if another organization rates such depository institution below the minimum level specified.

***Exchange Ratio:*** As to any Certificate being surrendered for exchange and each Certificate delivered in exchange for such surrendered Certificate, a fraction, the numerator of which is equal to the Initial Authorized Denomination of the Class of which such surrendered Certificate forms a part, and the denominator of which is equal to the Initial Authorized Denomination of the Class of which the Certificate delivered in exchange forms a part.

***Fannie Mae:*** Federal National Mortgage Association, a body corporate organized and existing under the laws of the United States, or any successor or assign

***Fannie Mae Web site:*** The site maintained by Fannie Mae on the World Wide Web, which is currently [www.fanniemae.com](http://www.fanniemae.com), or any successor site or medium of communication, electronic or otherwise, that is available for access by the Person who is the intended recipient of the relevant notification or information.

***Federal Home Loan Bank:*** A Federal Home Loan Bank (as that term is used in Section 2 of the Federal Home Loan Bank Act, 12 U.S.C. § 1422, as in effect from time to time).

***Federal Reserve Bank:*** A Federal Reserve Bank (as that term is used in Section 2 of the Federal Reserve Act, 12 U.S.C. § 225, as in effect from time to time).

***Final Distribution Date:*** As to any Class, the Distribution Date specified as such in the related Prospectus Supplement.

***Fiscal Agent:*** A Person designated by the Issuer to perform the functions of a fiscal agent under the Trust Documents, currently the Federal Reserve Bank of New York.

***Floating Rate Classes:*** For any RCR Classes of a Series designated as “Floating Rate,” “Inverse Floating Rate” or “Toggle” in the related Prospectus Supplement.

***Guarantor:*** Fannie Mae, in its corporate capacity as guarantor under the Trust Documents, or any successor or assign that assumes the responsibilities provided for this capacity in the Trust Documents.

***Guarantor Event of Default:*** An event of default described in Section 8.01 that has not been cured or waived.

***Guaranty:*** The Guarantor’s guaranty obligations to a Trust, as described in Section 4.04.

***Guaranty Payment:*** Any payment required to be made by the Guarantor pursuant to the Guaranty.

**Holder:** As to any Outstanding Certificate other than a Depository Certificate, the Person in whose name that Certificate is registered in the records of the Fiscal Agent. As to any Outstanding Certificate that is a Depository Certificate, the entity acting as nominee for the Depository.

**IDC:** IDC Financial Publishing or its successor.

**Index Determination Date:** With respect to any Interest Accrual Period for any Floating Rate Class, the second Business Day next preceding the beginning of such Interest Accrual Period.

**Initial Authorized Denomination:** With respect to any Class and any Certificate Group, the amount set forth with respect to such Class and such Certificate Group in the related Schedule of Underlying Certificates under the heading “Original Principal Balance[s]” or “Original Principal or Notional Principal Balance[s],” as applicable.

**Initial Interest Distribution Date:** With respect to each applicable Accrual Class, the Distribution Date specified in the related Prospectus Supplement as the first Distribution Date on which interest will be paid in respect of that Class.

**Interest Accrual Period:** With respect to each Class of interest-bearing Certificates, as specified in the related Prospectus Supplement.

**Interest Only Certificates:** With respect to any Series, any Combinable Class or RCR Class designated as such in the related Schedule of Underlying Certificates.

**Interest Rate:** With respect to each Interest Accrual Period and interest-bearing Combinable Class, the per annum rate specified or determined as described in the related Prospectus Supplement for the Related REMIC Class. With respect to each Interest Accrual Period and interest-bearing RCR Class, the per annum rate specified in the related Schedule of Underlying Certificates or determined as described in the related Prospectus Supplement.

**Internal Revenue Code:** The United States Internal Revenue Code, as in effect from time to time; references to any section refer to that section or any successor or replacement section.

**Issue Date:** As to any Series, as specified in the related RCR Issue Supplement.

**Issuer:** Fannie Mae, in its capacity as sponsor of each issuance of Certificates and settlor of each of the Trusts, or any successor or assign that assumes the responsibilities specified for this capacity in the Trust Documents.

**LACE:** LACE Financial Corporation or its successor.

**LIBO Method:** With respect to any Index Determination Date, the method for determining LIBOR calculated on the basis of the offered rates of the Reference Banks for one-month U.S. dollar deposits, as of 11:00 a.m. (London time) on such Index Determination Date. The Issuer may either rely on these quotations as they appear on the Reuters Screen LIBO Page

or request the principal London office of each of the Reference Banks to provide a quotation of its rate. If on such Index Determination Date, two or more Reference Banks provide such offered quotations, LIBOR for the related Interest Accrual Period will be the arithmetic mean of such offered quotations (rounded upwards, if necessary, to the nearest whole multiple of 1/16%). If on such Index Determination Date, fewer than two Reference Banks provide such offered quotations, LIBOR for the related Interest Accrual Period will be the higher of (i) LIBOR as determined on the previous Index Determination Date and (ii) the Reserve Interest Rate.

**LIBOR:** The London interbank offered rate for one-month United States dollar deposits determined by the Issuer on each Index Determination Date pursuant to Section 3.07. LIBOR will be determined as described in the Prospectus.

**LIBOR Class:** Any Floating Rate Class for which the related Interest Rate is calculated with reference to LIBOR or any successor index thereto.

**Moody's:** Moody's Investors Service, Inc. or its successor.

**National Cost of Funds Index:** The National Monthly Median Cost of Funds Ratio to SAIF-Insured Institutions published by the Office of Thrift Supervision, determined as described in the Prospectus, or any successor index thereto.

**New York Presenting Agent:** A Person designated by the Issuer to perform the functions of a presenting agent and to maintain an office within the Borough of Manhattan, City of New York, State of New York, currently U.S. Bank National Association, a national banking association, with its offices at 100 Wall Street, New York, New York.

**Non-LIBOR Floating Rate Class:** Any COFI Class, Prime Rate Class, Seven-Year Treasury Class, SIFMA Class or Ten-Year Treasury Class, as applicable, or any other Floating Rate Class for which the related Interest Rate is calculated by reference to an index other than LIBOR, as specified in the related Prospectus Supplement.

**Opinion of Counsel:** An opinion from legal counsel, which, except as otherwise expressly provided in this Trust Agreement, may be given by counsel employed or retained by the Issuer.

**Other Fannie Mae Trust:** Any trust established pursuant to a document (other than this Trust Agreement) under which mortgage-backed securities are issued by Fannie Mae.

**Outstanding Certificate:** Each Combinable Certificate; *provided, however*, that upon the exchange of any Certificate pursuant to Section 3.05, the Certificate so exchanged shall be deemed no longer to be an Outstanding Certificate and each Certificate issued in exchange therefor shall be deemed to be an Outstanding Certificate.

**Partial Accrual Class:** With respect to any Series, any Class of Certificates designated as such in the related Prospectus Supplement.

**Paying Agent:** A Person designated by the Trustee to perform the functions of a paying agent under the Trust Documents, currently (i) in the case of any Certificate other than a

Depository Certificate, the Federal Reserve Bank of New York; and (ii) in the case of a Depository Certificate, The Depository Trust Company, a New York-chartered limited purpose trust company.

**Person:** Any legal person, including any individual, corporation, partnership, limited liability company, financial institution, joint venture, association, joint stock company, trust, unincorporated organization or governmental unit or political subdivision of any governmental unit.

**Prime Rate Class:** Any Floating Rate Class for which the related Interest Rate is calculated for the related Interest Accrual Period by reference to the Prime Rate, determined as described in the Prospectus, or any successor index thereto.

**Prospectus:** As to any Series and Issue Date, the most recently dated Single-Family REMIC Prospectus or Multifamily REMIC Prospectus, as applicable, relating to Fannie Mae Guaranteed REMIC Pass-Through Certificates, as the same may be modified or supplemented with respect to that Series, including in each case documents or other information incorporated by reference.

**Prospectus Supplement:** As to any Series, as specified in the related RCR Issue Supplement.

**RCR Class:** With respect to any Series, each Class designated as such in the related Schedule of Underlying Certificates.

**RCR Issue Supplement:** Any one or more physical or electronic documents or records (signed or unsigned) prepared by the Issuer as provided in Section 2.06 that, together with this Trust Agreement, documents the establishment of a Trust, as such documents or records may be amended from time to time. An RCR Issue Supplement may be comprised of a document or record in substantially the form appended to this Trust Agreement as Exhibit A, or such other form as the Issuer may designate from time to time.

**Record Date:** As to any Distribution Date, the close of business on the last day of the calendar month immediately preceding the calendar month in which that Distribution Date occurs.

**Reference Bank:** Any leading bank selected by the Issuer that is engaged in transactions in Eurodollar deposits in the international Eurocurrency market that (i) has an established place of business in London, (ii) is not controlling, under the control of or under common control with the Issuer and (iii) has been designated as such by the Issuer.

**Related Certificate Group:** As to any Combinable Class or RCR Class in any Series, a Certificate Group that includes such Class.

**Related REMIC Class or Classes:** As to any Combinable Class or RCR Class in any Certificate Group, the REMIC class or classes (or portion thereof) included in the applicable Certificate Group having the same letter designation or designations as the Combinable Class or Classes in such Certificate Group.

**REMIC Trust:** With respect to any Series, as specified in the related RCR Issue Supplement.

**REMIC Trust Agreement:** With respect to any Series, the trust agreement pursuant to which the Underlying REMIC Certificates of such Series were issued.

**Reserve Interest Rate:** With respect to any Index Determination Date, the rate per annum that the Issuer determines to be either (i) the arithmetic mean (rounded upwards if necessary to the nearest whole multiple of 1/32%) of the one-month U.S. dollar lending rates which New York City banks selected by the Issuer are quoting on the relevant Index Determination Date to the principal London offices of leading banks in the London interbank market or (ii) in the event that the Issuer can determine no such arithmetic mean, the lowest one-month U.S. dollar lending rate which New York City banks selected by the Issuer are quoting on such Index Determination Date to leading European banks.

**Reuters Screen LIBO Page:** The display designated as page “LIBO” on the Reuters Monitor Money Rates Service, or any page that may replace page “LIBO” on that service or any successor service for the purpose of displaying London interbank offered quotations of major banks.

**S&P:** Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., or its successor.

**Schedule of Underlying Certificates:** With respect to any Series, the schedule designated as “Schedule 1” to the related Prospectus Supplement.

**Series:** Each separate series of Certificates.

**Settlement Date:** As to any Series, as specified in the related RCR Issue Supplement.

**Seven-Year Treasury Class:** Any Floating Rate Class for which the related Interest Rate is calculated for the related Interest Accrual Period by reference to the average yield on U.S. Treasury securities, adjusted to a constant maturity of seven years, determined as described in the Prospectus, or any successor index thereto.

**SIFMA Class:** Any Floating Rate Class for which the related Interest Rate is calculated for the related Interest Accrual Period by reference to the Securities Industry and Financial Markets Association Municipal Swaps Index published by Municipal Market Data, a Thomson Financial Services Company, determined as described in the Prospectus, or any successor index thereto.

**Ten-Year Treasury Class:** Any Floating Rate Class for which the related Interest Rate is calculated for the related Interest Accrual Period by reference to the average yield on U.S. Treasury securities, adjusted to a constant maturity of ten years, determined as described in the Prospectus, or any successor index thereto.

**Transferor:** With respect to any Series, the Person defined as the “Transferor” in the related REMIC Trust Agreement.

**Trust:** A trust created pursuant to the Trust Documents.

**Trust Administration Fee:** Any fee payable pursuant to Section 2.12 (or, if applicable, Section 7.10) as compensation for services to the Trusts.

**Trust Agreement:** This RCR Master Trust Agreement, by and among Fannie Mae in its corporate capacities as Issuer and Guarantor, and Fannie Mae in its capacity as Trustee, as it may be amended in accordance with its terms.

**Trust Documents:** As to any Trust, only this Trust Agreement, the related RCR Issue Supplement and any Amendment related to either of them.

**Trust Fund:** As to any Trust, the assets of that Trust, consisting of (i) the Underlying REMIC Certificates and all proceeds thereof, (ii) the Certificate Account for such Trust and all amounts held therein or credited thereto, (iii) the right to receive payments under the Guaranty and (iv) any other assets specified in the related RCR Issue Supplement, but excluding any interest earnings on any of the assets of that Trust when held pursuant to this Trust Agreement in any account established under this Trust Agreement.

**Trustee:** Fannie Mae, in its capacity as trustee, its successors or assigns, which will have the responsibilities specified for this capacity in the Trust Documents.

**Trustee Event of Default:** Any of the events described as such in Subsection 7.06(b)(ii) that has not been cured or waived.

**Underlying REMIC Certificates:** With respect to any Series, the REMIC certificates designated on the related Schedule of Underlying Certificates and held in the related Trust Fund and evidencing beneficial interests in the applicable REMIC Trust.

**United States.** The United States of America.

**Voting Rights:** With respect to a Series, the portion of the voting rights of all the Certificates of that Series that is allocated to any Certificate for purposes of the related Holder's right to vote, give notice, consent or otherwise take action under the Trust Documents. Voting Rights will be allocated (i) 98% to the Classes of Certificates other than any Interest Only Classes and (ii) 2% to the Interest Only Classes. Subject to the foregoing, the Voting Rights allocated to individual Classes will reflect their respective Class Balances. The Voting Rights allocated to each Class of Certificates will be allocated among all Holders of each such Class in proportion to their respective Certificate Balances. Notwithstanding the foregoing, (i) any Certificate required to be excluded pursuant to Section 10.01 will be deemed to have no Voting Rights and (ii) any Certificate that is not an Outstanding Certificate will be deemed to have no Voting Rights.

#### Section 1.02. Rules of Construction.

The rules of construction set forth in this Section 1.02 apply to the Trust Documents.

(a) *Singular and Plural; Gender.* The singular form of any word includes the plural, and vice versa, unless the context otherwise requires. The use of a pronoun of one gender includes correlative words of the other gender and neuter words, and the use of a neuter term includes words of both genders.

(b) *Sections and Other Subdivisions.* All references to “Articles,” “Sections” and other subdivisions (unless stated to be of a document other than the Trust Agreement) are to the corresponding Articles, Sections and other subdivisions of the Trust Agreement; and the words “in this Trust Agreement,” “of this Trust Agreement,” “under this Trust Agreement,” “of the Trust Agreement,” and other words of similar import refer to the Trust Agreement as a whole and not to any particular Article, Section or other subdivision, unless specified.

(c) *Headings and Examples.* Any captions, headings or titles of the various Articles, Sections and other subdivisions (including the numbering of them), and the table of contents, are solely for convenience of reference, and none of them limits or otherwise affects the meaning, construction or effect of the Trust Documents or describes the scope or intent of any provision. In addition, any examples are included by way of illustration and not limitation.

(d) *Recitals.* Each of the recitals set forth at the outset of this Trust Agreement is deemed a statement by Fannie Mae as to the purpose and scope of the various Trusts and its roles with respect to those Trusts, as further defined and limited in the Trust Documents.

(e) *Written Statements.* Every “request,” “order,” “demand,” “appointment,” “notice,” “statement,” “certificate,” “consent,” “direction” or similar action by any party will be in writing, which includes an electronic transmission of a writing or posting in an electronic medium, including the Fannie Mae Web site as provided in Section 11.04.

(f) *Counsel; Accountants.* All references to “counsel,” “attorneys” or the like mean and include counsel employed or engaged by Fannie Mae, whether or not suit is instituted; and all references to fees of such persons include fees and disbursements preparatory to and during trial and appeal and in any bankruptcy or arbitration proceedings, as well as advice relating to the application or interpretation of the Trust Documents. All references to “accountants” or the like mean and include accountants employed or engaged by Fannie Mae. In determining compliance with accounting standards, the opinion of the accountants employed by Fannie Mae will be conclusive.

(g) *Inclusionary Language.* Whenever the word “includes” or “including” is used, such word means “includes or including by way of example and not limitation.”

(h) *Fannie Mae.* As defined in Section 1.01, any reference to Fannie Mae means Fannie Mae in one or more of its corporate capacities, as specified or as provided in context, and not in its capacity as Trustee unless expressly provided otherwise. A successor to Fannie Mae means a Person that succeeds to the entire business or the relevant portion of the business of Fannie Mae, by merger, reorganization or purchase of all or substantially all of the assets, or a Person that succeeds to Fannie Mae in the applicable capacity under this Trust Agreement.

(i) *Individual Trusts.* With respect to each Trust, and unless expressly stated otherwise, the provisions of the Trust Documents will be interpreted as referring only to the

Certificates of that Trust, the Holders of those Certificates and the Trust Fund related to that Trust.

(j) *Rating Agency.* Whenever reference is made to any rating agency (i) if that rating agency has been merged into another entity, no longer exists, no longer rates the type of security or entity that is the subject of the reference, or no longer uses the ratings system that is included in the reference, and if there is a successor rating agency, then the reference will be deemed to mean that successor rating agency; (ii) it may include a nationally recognized statistical rating organization, other than one named in this Trust Agreement, that has been designated as such by the Securities and Exchange Commission (or successor governmental agency) and selected by the Issuer for purposes of this Trust Agreement; or (iii) for money market funds, if neither S&P nor Moody's has rated, or if each has ceased to rate, a money market fund, then the Issuer may select any other rating agency widely used by the market for rating money market funds, such as Morningstar Ratings<sup>TM</sup>, Fitch, Inc., Lipper, Inc., Duff & Phelps Credit Rating Co., Dominion Bond Rating Service or any comparable rating agency. For purposes of this provision, if the legal form and status of a rating agency is unchanged but (x) such rating agency no longer rates the type of security or entity that is the subject of the rating or (y) such rating agency no longer uses the ratings system that is included in the reference, the term "successor rating agency" will also include any rating agency designated by the Issuer that continues to rate the relevant type of security or entity and/or continues to use a comparable ratings system, as applicable, and that otherwise satisfies the criteria set forth in (ii) and (iii) above. In the case of (i), (ii) or (iii), the referenced ratings categories will be deemed to refer to the comparable ratings categories in the rating system used by the rating agency that succeeds that rating agency. In determining the number of applicable ratings categories of a particular rating agency, pluses and minuses (or numbered subcategories) will be ignored, except that a minimum alpha-numeric rating that is followed by a minus sign (or by the least desirable numeric indication) will not be considered to be in the required category. For example, as of the Effective Date, (a) the two highest ratings categories for long-term securities are "AAA" and "AA" for S&P and "Aaa" and "Aa" for Moody's; (b) the highest ratings categories for short-term securities are "A-1" for S&P and "P-1" for Moody's; (c) the two highest ratings categories for money market funds are "AAAm" and "AAM" for S&P and "Aaam" and "Aam" for Moody's; and (d) a long-term rating of "AA-" by S&P or "Aa3" by Moody's will not be considered in the two highest ratings categories.

(k) *Changes in Laws.* Whenever a statute, regulation, governmental body, accounting standard or accounting body is identified in this Trust Agreement, the reference includes any modification of, successor to or renamed statute, regulation, governmental body, accounting standard or accounting body.

(l) *Delegates, Agents, Successors and Assigns.* Whenever a Person is referenced in the Trust Documents, and except as provided in Subsection 1.02(h) with respect to Fannie Mae, the reference includes that Person's successors and assigns, by merger, acquisition, operation of law, reorganization, inheritance or similar occurrence, as well as any Person who succeeds in the relevant capacity pursuant to the terms of the Trust Documents. A successor to any governmental unit referenced in the Trust Documents includes a governmental unit that is created or charged with carrying out substantially the same functions as the referenced



governmental unit. A Person may exercise any of the rights or powers granted to it or perform any duties under the Trust Documents either directly or by or through agents or attorneys.

(m) *Substantial Compliance.* Any administrative practice adopted, implemented, changed or discontinued by the Trustee or Paying Agent in order to accommodate administrative practices or processes (including systems limitations) will be considered to be consistent with this Trust Agreement and expectations of a reasonable investor in mortgage-backed securities if such practice achieves substantial compliance in all material respects with this Trust Agreement.

(n) *Will.* Whenever the word “will” is used as a verb, such word means that an obligation is imposed and is not intended merely as an expression of the future tense.

(o) *Court.* Whenever the word “court” is used, such word means a court of competent jurisdiction.

## ARTICLE II

### THE TRUSTS; APPLICABLE DOCUMENTATION

Section 2.01. Declaration of Trust; Transfer and Conveyance of Underlying REMIC Certificates.

With respect to each Series, by delivering any Certificate pursuant to the Trust Documents, the Issuer unconditionally, absolutely and irrevocably sets aside, transfers, assigns, sets over and otherwise conveys to the Trustee, on behalf of related Holders, all of the Issuer’s right, title and interest in and to the Underlying REMIC Certificates, including all payments of principal and interest thereon received after the month in which the Issue Date occurs. Once Underlying REMIC Certificates have been identified as being part of a particular Trust for which at least one Certificate has been issued, they will remain in that Trust unless removed in a manner consistent with the Trust Documents.

Section 2.02. Acceptance of Responsibilities.

Concurrently with the Issuer’s setting aside, transferring, assigning, setting over and otherwise conveying the Underlying REMIC Certificates to the Trustee for a Trust:

(a) the Trustee (i) accepts the Underlying REMIC Certificates so conveyed, (ii) acknowledges that it holds all of the related Trust Fund in trust for the exclusive benefit of the related Holders and (iii) agrees to administer the related Trust Fund and the related Certificates in accordance with the terms of the related Trust Documents; and

(b) the Guarantor agrees to make Guaranty Payments in accordance with the terms of the related Trust Documents.

### Section 2.03. Security Interest.

The Issuer intends that the conveyance, transfer and setting aside of the Underlying REMIC Certificates by the Issuer to the Trustee pursuant to the Trust Documents be a true, absolute and unconditional sale of the Underlying REMIC Certificates by the Issuer to the Trustee, and not a pledge of the Underlying REMIC Certificates to secure a debt or other obligation of the Issuer. Notwithstanding this express intention, however, if the Underlying REMIC Certificates are determined by a court to be the property of the Issuer, then the Issuer intends that:

(a) the conveyance of the Underlying REMIC Certificates be deemed a pledge of the Underlying REMIC Certificates by the Issuer to the Trustee to secure a debt or other obligation of the Issuer; and

(b) (i) the Trust Documents be deemed a security agreement within the meaning of Articles 8 and 9 of the Uniform Commercial Code as in effect from time to time in the District of Columbia;

(ii) the conveyance provided for in Section 2.01 be deemed a grant by the Issuer to the Trustee of a security interest in: (A) all of the Issuer's right, title and interest in and to the Underlying REMIC Certificates and all amounts payable under the Underlying REMIC Certificates in accordance with their terms; and (B) all proceeds of any conversion, voluntary or involuntary, of those Underlying REMIC Certificates and amounts into cash, instruments, securities or other property (other than interest earnings on any Certificate Account);

(iii) the obligations secured by this security agreement be deemed all of the Issuer's obligations under the Trust Documents, including the obligation to make payments to Holders;

(iv) notifications to Persons holding such property, and acknowledgments, receipts or confirmations from Persons holding such property, be deemed notifications to, or acknowledgments, receipts or confirmations from, financial intermediaries, bailees or agents (as applicable) of the Trustee for the purpose of perfecting the security interest under applicable law; and

(v) immediately upon default of the deemed indebtedness of the Issuer with respect to any Trust, the Trustee, without any further action, become the absolute owner (in its capacity as Trustee of the related Trust) of the Underlying REMIC Certificates securing such deemed indebtedness, free and clear of any and all interests of the Issuer in such Underlying REMIC Certificates.

### Section 2.04. Equitable Interest.

If the Issuer fails to transfer the entire legal ownership in and to each Underlying REMIC Certificate to the related Trust, the Issuer intends that the Trust Documents nevertheless will operate to transfer the entire equitable ownership interest in and to each Underlying REMIC Certificate to the Trustee for the related Trust.

Section 2.05. Prohibition Against Encumbrance.

Except as may otherwise be provided expressly in the Trust Documents, none of the Issuer, the Guarantor or the Trustee will, directly or indirectly, assign, sell, dispose of or transfer all or any portion of or interest in any Trust Fund, or permit all or any portion of any Trust Fund to be subject to any lien, claim, mortgage, security interest, pledge or other encumbrance of any other Person.

Section 2.06. RCR Issue Supplement.

An RCR Issue Supplement documents the establishment of a particular Trust and relates to a Series of Certificates representing the entire beneficial ownership interests in the related Trust Fund. For each Series, the Issuer will identify the related certificates evidencing the Classes of Fannie Mae Guaranteed REMIC Pass-Through Certificates specified in the related Schedule of Underlying Certificates. If for any reason the creation of an RCR Issue Supplement is delayed, the Issuer will create one as soon as practicable, and such delay will not affect the validity or existence of the Trust or the related Certificates.

Section 2.07. RCR Issue Supplement and Trust Agreement.

With respect to each Trust, the collective terms of the Trust Documents will govern the issuance and administration of the Certificates related to such Trust and all matters related thereto, and will have no applicability to any other Trust or Certificates. As applied to each Trust, the collective terms of the Trust Documents will constitute an agreement as if the collective terms of those instruments were set forth in a single instrument. In the event of a conflict between the terms of this Trust Agreement and the terms of an RCR Issue Supplement for a Trust, the terms of the RCR Issue Supplement will control with respect to that Trust. An RCR Issue Supplement is not considered an Amendment requiring approval pursuant to Article X.

Section 2.08. Access to Information.

The Trustee will provide access to the Trust Documents to any related Holder upon request. This obligation will be satisfied conclusively if the Issuer provides or makes the Trust Documents available in the same manner permitted for the giving of notices, as provided in Section 11.04. The Trustee may redact, or cause to be redacted, any information from the RCR Issue Supplement, including any mortgage-backed security schedule or mortgage loan schedule, if applicable, prior to providing it to a Holder if the Issuer determines that such information is not required to be provided or if providing it would violate the privacy of any borrower or any applicable law or regulation.

Section 2.09. Use of Information.

Notwithstanding anything to the contrary in Section 2.01, Fannie Mae, in each of its capacities, retains or is and will be granted, as applicable, on a nonexclusive basis, any and all licenses and rights to store, reproduce, edit, analyze, distribute and use in any manner all or part of information or data contained in any records and documentation regarding the Underlying REMIC Certificates and all accounts and other matters relating to any Underlying REMIC

Certificate or Trust under the Trust Documents. Assignees and successors of the Issuer, the Trustee and the Guarantor are and will be granted, on a nonexclusive basis, any and all licenses and rights to store, reproduce, edit, analyze, distribute and use all or part of such information or data for the purpose of carrying out their respective functions.

Section 2.10. Reserved.

Section 2.11. Tax Status of Trust.

For federal income tax purposes, each Trust formed under this Trust Agreement will be treated as a fixed investment trust under the Internal Revenue Code and applicable Treasury Regulations, and not as an association taxable as a corporation. The Trust Documents will be interpreted so as not to provide any “power to vary the investment” (within the meaning of the applicable Treasury Regulations) of any Trust formed under this Trust Agreement. The Trustee will take any action or cause the Trust to take any action necessary to create and maintain the status of each Trust as a fixed investment trust for federal income tax purposes; provided that if any such action would require the consent of Holders under Article X, the Trustee will not effect that action without the requisite consent of Holders.

Section 2.12. Trust Administration Fee.

For its services to the Trusts, Fannie Mae will be entitled to a fee payable as provided in Section 4.02 from interest earnings on all Certificate Accounts. As long as Fannie Mae is the Trustee for all Trusts under this Trust Agreement, the Trust Administration Fee will be determined in the aggregate, and not for each Trust separately. A fee for any successor Trustee will be established as provided in Section 7.10.

Section 2.13 Payment for Services to Trusts.

In order that services to the Trusts will be provided, fees and expenses payable under the Trust Documents for a Trust are payable prior to any distribution to Holders.

### **ARTICLE III**

#### **CERTIFICATES; DISTRIBUTIONS ON CERTIFICATES**

Section 3.01. Classes of Certificates.

The Certificates of any Trust authorized by the Trust Documents will be divided into the Classes listed on the cover of the related Prospectus Supplement, which Classes will have the Class designations, original Class Balances, Interest Rates and Final Distribution Dates specified in such Prospectus Supplement.

Section 3.02. Issuance of Certificates.

(a) The issuance of a Certificate pursuant to the related Trust Documents will occur upon the date of initial settlement and transfer of consideration for such Certificate and

will constitute a sale, assignment, transfer and conveyance to a Holder of a beneficial interest in the related Trust Fund, effective as of the related Issue Date. With regard to each Trust, all of the terms and conditions of the Trust Documents will become binding and irrevocable at such time as the Issuer first causes a Certificate for that Trust to be issued. By settlement of and transfer of consideration for a Certificate, a Holder acknowledges, accepts and agrees to be bound by all of the terms and conditions of the Trust Documents, and is deemed to waive any rights that are inconsistent with the Trust Documents.

(b) The Certificates, other than the Depository Certificates, will be issued in book-entry form and will be maintained in the names of the record owners thereof as entries on the books of the Fiscal Agent. Such Certificates will be in the authorized denominations specified in the related Prospectus Supplement (in the case of Interest Only Classes, which have no principal balances, such denominations will represent the original notional principal balances thereof) and may be transferred or pledged in accordance with and subject to regulations in effect from time to time, currently contained in Title 24, Part 81, Subpart H of the Code of Federal Regulations, governing the Issuer's use of the book-entry system of the Federal Reserve Banks and procedures that are followed generally for book-entry securities.

(c) Any Class of Depository Certificates will be represented by global certificates substantially in the form specified in an exhibit to the related RCR Issue Supplement, and will be registered at all times in the name of the nominee of the Depository and maintained, transferred, and exchanged on the book-entry records of the Depository in the authorized denominations specified in the related Prospectus Supplement. No person acquiring a beneficial ownership interest in any Class of Depository Certificates will be entitled to receive a physical certificate representing such ownership interest. Each distribution of principal and interest on any Class of Depository Certificates will be distributed by the Trustee to the Depository in immediately available funds. The final distribution in respect of any Class of Depository Certificates will only be made upon presentation and surrender thereof at the Corporate Trust Office or such other office or address as may be specified in a notice to the Depository. The Depository will be responsible for crediting the amount of such distributions to the accounts of the applicable Depository participants entitled thereto, in accordance with the Depository's normal procedures.

### Section 3.03. Execution, Authentication, Availability and Dating of Depository Certificates.

Any Depository Certificate of any Series will be executed on behalf of the Issuer and the Trustee by an authorized officer of the Issuer and the Trustee, respectively. The signature of any such authorized officer on the Depository Certificates may be manual, facsimile or electronic.

With respect to each Series, at any time and from time to time after the execution and delivery of the RCR Issue Supplement related to such Series, the Issuer may deliver Depository Certificates executed by the Issuer and the Trustee to the Certificate Registrar for authentication and the Certificate Registrar will authenticate and make available such Certificates as provided in this Trust Agreement and not otherwise.

No Depository Certificate will be entitled to any benefit under the Trust Documents or be valid for any purpose unless there appears on such Depository Certificate a certificate of

authentication substantially in the form provided for herein, executed by the Certificate Registrar by the manual, facsimile or electronic signature of one of its authorized signatories, and such certificate upon any Depository Certificate will be conclusive evidence, and the only evidence, that such Depository Certificate has been duly authenticated and made available hereunder. Each Depository Certificate will be dated the date of its authentication.

Section 3.04. Registration of Depository Certificates.

The Trustee will cause to be kept a register (the “Certificate Register”) in which, subject to such reasonable regulations as it may prescribe, the Trustee will provide for the registration of the Depository Certificates. The Trustee hereby initially appoints the Certificate Registrar for the purpose of registration of the Depository Certificates. Upon any resignation of any Certificate Registrar, the Trustee will promptly appoint a successor or, in the absence of such appointment, assume the duties of Certificate Registrar.

Section 3.05. Exchanges.

(a) Except as specified in the related RCR Issue Supplement, Combinable Certificates of each Series shall be exchangeable on the books of the Fiscal Agent (or on the book-entry records of the Depository, in the case of Depository Certificates) for RCR Certificates of such Series, and RCR Certificates of such Series shall be exchangeable on the books of the Fiscal Agent (or on the book-entry records of the Depository, in the case of Depository Certificates) for Combinable Certificates of such Series, on and after the Settlement Date under the terms and conditions hereinafter set forth and otherwise in accordance with the procedures specified in the related Prospectus.

(b) In the case of each Certificate Group of a Series, Certificates of the Class or Classes of Combinable Certificates in such Certificate Group shall be exchangeable for Certificates of the Class or Classes of RCR Certificates in such Certificate Group in respective denominations determined pursuant to the applicable Exchange Ratios. RCR Certificates included in a Certificate Group of a Series may be further designated for exchange for Certificates of the Combinable Classes included in the same Certificate Group in respective denominations determined pursuant to the applicable Exchange Ratios. There shall be no limitation on any exchanges authorized pursuant to this Section 3.05; *provided, however*, that if, as a result of a proposed exchange, a Holder would hold a Combinable Certificate or RCR Certificate of a Class in a denomination less than the applicable minimum denomination specified in the related Prospectus or Prospectus Supplement for that Class, the Holder shall be unable to effect the proposed exchange. Except as provided in the following paragraph, no fee or other charge shall be payable to Fannie Mae, the Fiscal Agent or the Depository in connection with any exchange.

(c) Notwithstanding any other provision herein set forth, a fee shall be payable to the Issuer in connection with each exchange equal to the greater of (i) 1/32 of 1% of the Certificate Balance of the Certificates (other than any Interest Only Certificates) to be submitted for exchange and (ii) \$2,000.

Section 3.06. Distributions on Certificates.

(a) On or before each Determination Date for each Series (or as soon thereafter as is reasonably practicable), the Trustee will calculate, or cause to be calculated, the Class Distribution Amount for each Class in such Series for the current calendar month. On or before each Distribution Date for each Series, the Trustee will withdraw and deliver to the applicable Paying Agent, or cause to be withdrawn and so delivered, funds from the related Certificate Account in the amount of the Class Distribution Amount for each Class in such Series (or if sufficient funds for a Trust are not then available in the related Certificate Account, as much as is available).

(b) To the extent the amount withdrawn from the Certificate Account and delivered to the applicable Paying Agent on the Distribution Date is insufficient to pay the Class Distribution Amount for any Class in such Series, the Paying Agent will receive funds pursuant to the Guaranty as described in Section 4.04.

(c) On or before each Distribution Date, the Trustee will instruct the applicable Paying Agent to distribute to Holders of record as of the related Record Date, in immediately available funds, the Class Distribution Amount for each Class in such Series in the respective amounts and in the applicable manner determined as provided in this Section 3.06.

(d) The aggregate amount of interest and principal distributable on each Class in a Series during any calendar month will be equal to the related Class Distribution Amount for such calendar month. All distributions made with respect to any Certificate on any Distribution Date will be applied first to the interest distributable thereon on such Distribution Date and then to the principal thereof. All distributions of principal and interest that are made with respect to a particular Class will be made *pro rata* among all Outstanding Certificates of such Class in proportion to their respective Certificate Balances, with no preference or priority of any kind.

(e) Except as provided below in the case of any Accrual Class, interest will accrue on the Class Balance of each interest-bearing RCR Class during the related Interest Accrual Period at the applicable Interest Rate and will be distributed on each applicable Distribution Date. The total amount of interest distributed or added to the Certificate Balance in respect of any Certificate of an RCR Class on any Distribution Date will be equal to one month's interest at the applicable Interest Rate on the Certificate Balance thereof. For purposes of calculating the accrual of interest with respect to any interest-bearing RCR Class or Certificate of an RCR Class, the related Class Balance or Certificate Balance, as applicable, will be deemed to adjust at the beginning of each Interest Accrual Period. All computations of interest accrued on any Certificate of an RCR Class will be made as if each year consisted of twelve months of thirty days each.

(f) Interest accrued with respect to each Accrual Class during any Interest Accrual Period will not be distributed thereon as interest; *provided, however*, that in the case of each Accrual Class as to which an Initial Interest Distribution Date is specified in the related Prospectus Supplement, interest accrued thereon will be distributed thereon as interest on such Initial Interest Distribution Date and on each Distribution Date thereafter. Interest so accrued

and not distributed on each such Accrual Class will be added to its Class Balance on the related Distribution Date.

**Section 3.07. Determination of Interest Rates for LIBOR Classes.**

(a) The Interest Rate for any LIBOR Class of a Series for each Interest Accrual Period will be determined by the Issuer on the Index Determination Date in the month following the month in which the Settlement Date for such Series occurs and on each Index Determination Date thereafter so long as such LIBOR Class is outstanding. The Issuer will determine the Interest Rate on the basis of LIBOR and the applicable formula specified in the related Prospectus Supplement.

(b) For any period during which LIBOR for any LIBOR Class is to be determined on the basis of the LIBO Method, until such Class is paid in full, the Issuer will at all times retain at least four Reference Banks.

(c) The Issuer will not have any liability or responsibility to any Person for (i) the selection of any Reference Bank for purposes of determining LIBOR or (ii) any inability to retain at least four Reference Banks which is caused by circumstances beyond its reasonable control.

(d) In determining LIBOR, any Interest Rate for any LIBOR Class or any Reserve Interest Rate, the Issuer may conclusively rely and will be protected in relying upon the rates or offered quotations (whether written, oral or disseminated by means of an electronic information system) provided by the sources specified in the Prospectus. The Issuer will not have any liability or responsibility to any Person for (i) the Issuer's selection of New York City banks for purposes of determining any Reserve Interest Rate or (ii) the Issuer's inability, following a good faith reasonable effort, to obtain the applicable rates or quotations or to determine the arithmetic mean of such quotations.

**Section 3.08. Determination of Interest Rates for Non-LIBOR Floating Rate Classes.**

The Interest Rate for any Non-LIBOR Floating Rate Class of any Series for each Interest Accrual Period after the applicable initial Interest Accrual Period will be determined by the Issuer on the applicable Index Determination Date therefor, so long as each such Non-LIBOR Floating Rate Class is outstanding, on the basis of the applicable index for such Non-LIBOR Floating Rate Class and the applicable formula specified in the related Prospectus Supplement; provided, however, that except as otherwise provided in the related Prospectus Supplement with respect to each Interest Accrual Period following the applicable initial Interest Accrual Period for any COFI Class, the Issuer, not later than two Business Days following the publication of the applicable COFI index, will determine the Interest Rate at which interest will accrue in respect of any COFI Class of such Series during the related Interest Accrual Period.

**Section 3.09. Information to Holders.**

As soon as practicable following the date specified in the Prospectus or the Prospectus Supplement for each Series, the Trustee will make available, or cause to be made available, the Class Factor (or Component Factor), carried to eight decimal places, for each Class of



Certificates (or Component) in such Series after giving effect to the distribution of the related Principal Distribution Amount during the current calendar month and any addition to the Class Balance of any Accrual Class (or Component Balance of any Accrual Component). The Trustee will also furnish, or cause to be furnished to each Person who was a Holder of a Certificate at any time during a calendar year such statements and information as are required to be furnished by the Internal Revenue Code.

## ARTICLE IV

### CERTIFICATE ACCOUNT; FANNIE MAE GUARANTY

#### Section 4.01. Certificate Account.

(a) *Establishment and Maintenance of Certificate Accounts; Records.* The Trustee will open with an Eligible Depository one or more segregated accounts in the name of the Trustee (or its designee) to hold funds for the benefit of the Holders under one or more Trusts. A Certificate Account may also contain funds that the Trustee holds in trust for Other Fannie Mae Trusts, *provided* that the Trustee keeps, or causes to be kept, separate records of funds with respect to each Trust.

(b) *Changes to Certificate Accounts; Control.* The manner in which any Certificate Account is maintained may be changed at any time without notice to, or the approval of, Holders, so long as (i) that Certificate Account is maintained with an Eligible Depository and (ii) funds held in that Certificate Account by, or for the account of, the Trustee of the related Trust are at all times identified as such. Only the Trustee may transfer or otherwise exercise control over the funds in any Certificate Account. The Trustee may move funds from one Certificate Account to another Certificate Account at any time, as long as the criteria specified in clauses (i) and (ii) above are satisfied.

(c) *Deposit to Certificate Account.* The Trustee will deposit all distributions in respect of the related Underlying REMIC Certificates received by it hereunder into the related Certificate Account. All such distributions deposited from time to time in any Certificate Account, excluding interest earnings, will be held in trust in a Certificate Account for the benefit of the Holders of the Certificates of the related Trust as herein provided, subject to withdrawal by the Trustee for the purposes set forth in Section 4.03.

#### Section 4.02. Interest Earnings on Certificate Account.

Holders will have no right to interest earnings on funds held in any Certificate Account and such earnings will not be part of any Trust Fund. Interest earnings on the funds in any Certificate Account will be applied to the payment of the Trust Administration Fee unless otherwise agreed by Fannie Mae.

#### Section 4.03. Payments from Certificate Accounts.

(a) Amounts credited to any Certificate Account on any Distribution Date will be withdrawn pursuant to Subsection 3.06(a) by the Trustee for application towards the distributions

required by the Trust Documents. The Trustee may consolidate funds in one or more Certificate Accounts prior to transfer to the applicable Paying Agent.

(b) At any time, the Trustee is authorized to withdraw or direct the withdrawal from any Certificate Account for the following purposes (in each case, to the extent not previously paid or retained) to the extent funds for such purpose have been deposited to any such Certificate Account:

(i) to the Guarantor, amounts to reimburse the Guarantor for payments made by it with respect to amounts that are subsequently recovered by the Trust and transferred to a Certificate Account but are not required for payment to Holders;

(ii) to the Trustee, to the extent of interest earnings on the funds held in any Certificate Account, for payment of the Trust Administration Fee;

(iii) to the Trustee, any Additional Trust Expenses that are then due and payable; and

(iv) to remove amounts that were not required to be deposited pursuant to Subsection 4.01(c).

(c) In the event that amounts remain in any Certificate Account in any month following (A) distribution of the related Class Distribution Amount for such month and (B) payment of amounts due pursuant to Subsection 4.03(b), such amounts may be withdrawn by the Trustee and retained by it as compensation for its administrative obligations hereunder but only to the extent such withdrawn amounts are not needed to make payment of the Class Distribution Amount in future periods. Any amount so withdrawn will no longer be a part of any Trust Fund.

#### Section 4.04. Fannie Mae Guaranty.

(a) *Guaranty Payments.* The Guarantor unconditionally and irrevocably agrees to pay to each Trust the following amounts to the extent not otherwise available from funds in the Certificate Accounts pursuant to Section 4.03:

(i) for each Class in the related Series on each Distribution Date, an amount equal to the Class Distribution Amount required to be distributed on such Distribution Date pursuant to Section 3.06; and

(ii) for each Class in the related Series on the Final Distribution Date for that Class (other than an Interest Only Class), after giving effect to payments under clause (i) of this Subsection 4.04(a), the amount needed to reduce the Class Balance of such Class to zero on such Final Distribution Date.

After the Guarantor is notified by the Trustee or applicable Paying Agent of the insufficiency of funds in the Certificate Accounts to cover all such amounts, the Guarantor will transfer amounts required to cover such insufficiency to one or more Certificate Accounts, or directly to the applicable Paying Agent, in immediately available funds on or before the applicable Distribution Date for payment to each related Trust. The Guaranty is limited to

payment of the amounts specified in this Section 4.04. Any Guaranty Payment paid to the Trust by the Guarantor pursuant to this Section 4.04 that constitutes a distribution of principal will be taken into account for purposes of all future calculations of Class Factors.

(b) *Enforcement; Unconditional Obligation.* The Guaranty will inure to the benefit of each Trust, and will be enforceable by the Trustee of that Trust, only as provided in this Trust Agreement. The Guarantor agrees that its obligation to pay any Guaranty Payment on a Distribution Date will be unconditional, regardless of: (i) the validity, legality or enforceability of, or any change in or amendment to, the Trust Documents; (ii) the absence of any action to enforce the Guarantor's payment obligation; (iii) the waiver or consent by the requisite vote of the Holders or by the Trustee with respect to any provisions of the Trust Documents, except pursuant to Section 10.04; or (iv) any action to enforce, or other circumstance that might otherwise constitute, a legal or equitable discharge or defense of a guarantor. Except as expressly provided in Section 8.01, the Guarantor waives diligence, presentment, demands of payment or otherwise, protest or notice with respect to each Certificate or the interest represented by such Certificate, and all demands whatsoever, and covenants that this Guaranty will not be discharged except upon complete and irrevocable payment of any Guaranty Payment required hereunder.

(c) *Subrogation.* The Guarantor will be subrogated to all rights of a Trust and Holders of the related Certificates with respect to any Guaranty Payment. Nothing in this Subsection 4.04(c) will impair Fannie Mae's right to receive distributions in its capacity as a Holder, if it is a Holder of any Certificates.

(d) *No United States Guaranty.* The Guaranty is solely a corporate obligation of Fannie Mae. Neither the Certificates nor payments of principal and interest on the Certificates are guaranteed by the United States and neither constitutes a debt or obligation of the United States or any agency or instrumentality of the United States other than Fannie Mae.

(e) *Paying Agent.* Any payment obligations of any Person other than the Paying Agent to Holders will be fully satisfied upon transmittal of payment to the applicable Paying Agent of the Class Distribution Amount on or before the related Distribution Date.

## ARTICLE V

### LIMITATION OF LIABILITY

#### Section 5.01. General Limitation.

The liability of the Issuer, Guarantor and Trustee and any successor extends only to its performance in good faith of the duties and responsibilities specifically imposed by the terms of the Trust Documents. No other duties or responsibilities will be implied.

#### Section 5.02. Measure of Liability.

(a) *Good Faith.* None of the Issuer, Guarantor or Trustee or any successor to any of them, or any of their respective directors, officers, employees or agents, will be liable for any

action taken, or for refraining from taking any action, in good faith pursuant to the terms of the Trust Documents, or for errors in judgment; *provided, however*, that this provision will not protect the Issuer, Guarantor or Trustee or any such other Person against any liability for action or inaction resulting from willful misfeasance, bad faith, gross negligence, or willful disregard of its obligations and duties under the Trust Documents.

(b) *Standard of Care.* In performing their duties and exercising their rights, the Issuer and Guarantor are obligated to act in good faith, as described in Subsection 5.02(a). The Trustee's standard of care is as described in Section 7.01.

Section 5.03. Acts of Parties.

In exercising any right under the Trust Documents, neither the Issuer nor the Guarantor will be acting in a fiduciary capacity. Any failure by the Issuer, Guarantor or Trustee to exercise any right under the Trust Documents in any instance will not be deemed a waiver of such right in any other instance.

## ARTICLE VI

### FANNIE MAE

Section 6.01. Merger or Consolidation.

Any corporation or other entity into which Fannie Mae is merged, converted or consolidated, or any corporation or other entity resulting from any merger, conversion or consolidation to which Fannie Mae is a party, or any corporation or other entity succeeding to the business of Fannie Mae, will succeed to and assume all obligations and duties imposed upon Fannie Mae by the terms of the Trust Documents, without the filing of any instrument or the performance of any further act by Fannie Mae or any Holder. Fannie Mae will give notice promptly of such succession to all Holders.

Section 6.02. Fannie Mae as Holder.

Fannie Mae will have the right to purchase and hold for its own account any Certificate and will have the same rights as any other Holder, except as otherwise set forth in the Trust Documents.

## ARTICLE VII

### TRUSTEE

Section 7.01. Duties of Trustee.

(a) *In the Absence of a Guarantor Event of Default.* For so long as there is no Guarantor Event of Default, the duties and obligations of the Trustee will be determined solely by the express provisions of the Trust Documents. The Trustee will be responsible only for the performance of the duties and obligations specifically set forth in the Trust Documents. No

implied covenants or obligations of the Trustee will be read into the Trust Documents. Any permissive right of the Trustee contained in the Trust Documents will not be construed as a duty.

(b) *When a Guarantor Event of Default Exists.* While a Guarantor Event of Default exists, the Trustee will exercise the rights and powers vested in it by the Trust Documents and use the same degree of care and skill in their exercise as a prudent investor would exercise or use under the circumstances in the conduct of its own affairs.

#### Section 7.02. Liability.

No provision of the Trust Documents will be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own misconduct; *provided, however,* that:

(a) As provided in Section 5.02, the Trustee will not be personally liable for an error of judgment made in good faith by any authorized officer of the Trustee, unless it is proven that the Trustee was negligent in ascertaining the pertinent facts;

(b) The Trustee will not be personally liable with respect to any action taken, permitted or omitted to be taken by it in good faith with respect to a Series in accordance with the direction of Holders representing at least 5% of the Voting Rights of any Class of that Series as to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under the Trust Documents;

(c) For all purposes of the Trust Documents, unless the Trustee and the Guarantor are the same Person, the Trustee will not be deemed to have knowledge of any Guarantor Event of Default or event that, with notice or lapse of time, or both, would become a Guarantor Event of Default, unless an authorized officer of the Trustee has received written notice of the event or an authorized officer of the Trustee has actual knowledge of the event. In the absence of such written notice or actual knowledge, no provision of the Trust Documents requiring the Trustee to take any action or to assume any duty or responsibility following the occurrence of any Guarantor Event of Default or event that, with notice or lapse of time, or both, would become a Guarantor Event of Default, will be effective as to the Trustee; and

(d) For purposes of this Article VII, references to the Trustee include its directors, officers, employees and agents.

#### Section 7.03. Certain Matters Affecting the Trustee.

(a) *Reliance; Limitation of Duties.* Except as otherwise provided in Section 7.02:

(i) Unless a Guarantor Event of Default has occurred and has not been cured, the Trustee is entitled to rely on any direction rendered to it by the Issuer or the Guarantor in exercising of its rights pursuant to the terms of the Trust Documents without inquiry as to the propriety or validity of the direction, and will be protected in acting on such direction;

(ii) The Trustee, upon receipt of all resolutions, certificates, statements, opinions, reports, documents, orders or other instruments furnished to the Trustee that are specifically required to be furnished pursuant to any provision of the Trust Documents, will examine them to determine whether they appear to conform *prima facie* to the requirements of the Trust Documents. If any such instrument is found not to conform *prima facie* to the requirements of the Trust Documents in any material respect, the Trustee will take whatever action it deems appropriate to have the instrument corrected in all material respects to the Trustee's satisfaction. Unless the Trustee has actual knowledge to the contrary, the Trustee will be entitled to rely, without further inquiry, on the apparent authority of the signer of any document, and upon the representation of the Person submitting documents to it (including the Issuer, the Guarantor and any attorney, accounting professional or other adviser (including an attorney, accounting professional or other adviser employed by the Issuer, the Guarantor or the Trustee)) that the document is genuine, which representation will be deemed given by the process of submitting the documents to the Trustee in the ordinary course of business. If the Trustee is acting in good faith, the Trustee may conclusively rely as to the truth of the statements and the correctness of the opinions or advice expressed in any certificates or opinions that are furnished to the Trustee and that conform to the requirements of the Trust Documents. Except if there is a pending request to investigate as provided in Subsection 7.03(a)(v), the Trustee may request and, if acting in good faith, rely upon, and will be protected in acting or refraining from acting upon, any resolution, officers' certificate, certificate of auditors or any other certificate, statement, instrument, opinion, report, notice, request, consent, order, appraisal, bond or other paper or document *prima facie* in proper form and believed by it to be genuine and to have been signed or presented by the proper party;

(iii) The Trustee may consult with attorneys, accounting professionals and other advisers (including attorneys, accounting professionals and advisers employed or retained by the Issuer, the Guarantor or the Trustee) with respect to any action taken or allowed to occur or omitted by it under the Trust Documents in good faith. If the Trustee is acting in good faith, any advice received from attorneys, accounting professionals or other advisers (including from attorneys, accounting professionals or other advisers employed or retained by the Issuer, the Guarantor or the Trustee) will be full and complete authorization and protection from liability as to any act or omission in accordance with such advice;

(iv) The Trustee will not be obligated to exercise any of the trusts or powers vested in it by the Trust Documents or to institute, conduct or defend any litigation under or in relation to the Trust Documents at the request, order or direction of any Holder or, if the Trustee is someone other than the Guarantor, at the request, order or direction of the Guarantor, pursuant to the provisions of the Trust Documents, unless such Holders or the Guarantor, as the case may be, have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities that it may incur; and

(v) Prior to the occurrence of a Guarantor Event of Default with respect to a Series and after all previously existing Guarantor Events of Default have been cured, the Trustee will not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent,

order, approval, bond or other paper or document, as permitted by the Trust Documents, unless requested in writing so to do by (A) the Guarantor or (B) Holders representing at least 25% of the Voting Rights of any Class of that Series; *provided, however*, that in either case, within a reasonable time the Guarantor or such Holders, as the case may be, have provided the Trustee with reasonable indemnification for costs, expenses or liabilities likely to be incurred by it in the making of such investigation if, in the opinion of the Trustee, the Trustee is not reasonably assured by the security afforded to it otherwise by the terms of the Trust Documents.

(b) *No Obligation to Incur Liability; Indemnification of the Trustee.*

(i) No provision of the Trust Documents will require the Trustee, in its capacity as Trustee, to expend or risk its own funds or otherwise incur any financial or other liability in the performance of any of its duties, or in the exercise of any of its rights or powers, if it has reasonable grounds to believe that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; and

(ii) Each Trust will indemnify the Trustee in its personal capacity and as Trustee and any director, officer, employee or agent of the Trustee, in each instance in its personal capacity and as Trustee (each of them, an “indemnified party”), for, and hold each of them harmless against, any loss or liability incurred by any of them without negligence or bad faith on the part of the indemnified party arising out of or in connection with the acceptance or administration of the Trusts created pursuant to the Trust Documents, including any legal action described in Subsection 7.03(c). The amounts indemnified include the costs and expenses of defending the indemnified parties against any claim or liability incurred by any of them in connection with the exercise or performance of any of the powers or duties under the Trust Agreement, but not including any expenses incurred in the ordinary course of performing the Trustee’s duties as set forth in the Trust Documents.

(c) *Legal Action.* The Trustee in its discretion may, but is not obligated to, undertake any legal action that it deems necessary or desirable in the interests of Holders. If the Trustee determines to undertake any such legal action, it will be entitled to be provided security or indemnity to its satisfaction for any expense or liability as described in Subsection 7.03(b) or to be reimbursed from the related Trust Fund for the expenses it incurs in undertaking the action. In determining whether to undertake legal action, the Trustee will be entitled to rely conclusively on the advice of legal counsel as to the reasonableness of such action and, consequently, the Trustee’s entitlement to such reimbursement will be deemed due.

(d) *Authority to Delegate.* The Trustee may execute any of the trusts or powers, perform any duties under the Trust Documents, and carry out any or all of its functions under this Trust Agreement either directly or by or through one or more delegates, agents or attorneys engaged by it to act on its behalf.

(e) *Authority to Commingle.* The Trustee may commingle Security Distributions and interest earnings with respect to two or more Trusts, and may commingle Security Distributions and interest earnings with respect to any Trust with other proceeds and earnings

held by the Trustee in trust, including assets of Other Fannie Mae Trusts, *provided* that the Trustee maintains or causes to be maintained records by which the separate interests of each Trust can be ascertained.

(f) *Execution of Documents.* The Trustee is authorized to execute and deliver such documents as it determines to be necessary or appropriate to carry out the terms of the Trust Documents.

Section 7.04. Trustee May Own Certificates.

Except as otherwise set forth in the Trust Documents, the Trustee in its personal or any other capacity may become the owner or pledgee of Certificates of any Trust with the same rights it would have if it were not Trustee.

Section 7.05. Eligibility Requirements for Trustee.

Fannie Mae is eligible to act as the Trustee, and is initially the Trustee for Trusts created under this Trust Agreement. Any successor to Fannie Mae as Trustee will be a corporation or association acceptable to the Issuer and the Guarantor and organized and doing business under the laws of the applicable state or the United States, authorized under such laws to exercise corporate trust powers, having combined capital and surplus of at least \$50,000,000 and subject to supervision or examination by federal or state financial regulatory authorities. If such other corporation or association publishes reports of condition at least annually pursuant to law or to the requirements of the supervising or examining authority, then for the purposes of this Section 7.05 the combined capital and surplus will be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If any such successor Trustee ceases to be eligible under this Section 7.05 at any time, that successor Trustee will resign immediately in the manner and with the effect specified in Section 7.06.

Section 7.06. Resignation and Removal of Trustee.

(a) *Resignation by Trustee.* The Trustee may resign at any time. Any successor Trustee will resign if it ceases to be eligible in accordance with the provisions of Section 7.05. In either case, the resignation of the Trustee will be effective, and the resigning Trustee will be discharged from the Trusts created by the Trust Documents, only by giving 90 days' written notice of the resignation to the Guarantor and upon the effectiveness of an appointment of a successor Trustee, which may be as of a date prior to the end of the 90-day period. Upon receiving such notice of resignation, the Guarantor (or if a Guarantor Event of Default has occurred and is continuing, the Issuer) will promptly appoint one or more successor Trustees by written instrument, one copy of which is delivered to the resigning Trustee and one copy of which is delivered to the successor Trustee. The successor Trustee need not be identical for all Trusts. If no successor Trustee has been appointed for a Trust, or one that has been appointed has not accepted the appointment within 90 days after giving such notice of resignation, the resigning Trustee may petition any court for the appointment of a successor Trustee.



(b) *Removal of Trustee for Cause.*

(i) Prior to a Guarantor Event of Default or if a Guarantor Event of Default has occurred and has been cured with respect to a Trust, Fannie Mae cannot be removed as Trustee with respect to that Trust. If a Guarantor Event of Default with respect to a Series has occurred and is continuing while Fannie Mae is the Trustee, at the direction of Holders of Certificates of any Class of that Series representing at least 51% of the Voting Rights of such Class, Fannie Mae will resign or be removed as the Trustee, and, to the extent permitted by law, all of the rights and obligations of the Trustee with respect to the related Series only will be terminated by notifying the Trustee in writing. The Holders providing the direction referenced above will then be authorized to name and appoint one or more successor Trustees. Notwithstanding the termination of the Trustee, its liability under the Trust Documents arising prior to such termination will survive such termination.

(ii) If a Trustee other than Fannie Mae is serving as the Trustee, the following events are “Trustee Events of Default”:

A. with respect to a Series, solely to the extent the applicable funds actually are received by the Trustee, any failure by the Trustee to withdraw and deliver to the applicable Paying Agent (or cause to be withdrawn and delivered to the applicable Paying Agent) any distribution required to be made under the terms of the Trust Documents, if such failure continues unremedied for a period of 15 days after the date on which written notice of such failure and a demand to remedy that failure is given to the Trustee by either the Guarantor (except when a Guarantor Event of Default has occurred and is continuing) or the Holders of Certificates of any affected Class of that Series representing at least 5% of the Voting Rights of that Class;

B. with respect to a Series, failure on the part of the Trustee duly to observe or perform any other material covenant or agreement on the part of the Trustee set forth in the Trust Documents, if such failure continues unremedied for a period of 60 days after the date on which written notice of such failure and a demand to remedy that failure is given to the Trustee by either the Guarantor (except when a Guarantor Event of Default has occurred and is continuing) or the Holders of Certificates of any affected Class of that Series representing at least 25% of the Voting Rights of that Class;

C. the Trustee ceases to be eligible in accordance with the provisions of Section 7.05 and fails to resign;

D. the Trustee becomes substantially incapable of acting, or has been determined to be unable under applicable law or regulation to remain as Trustee by either (1) the governmental unit or regulatory entity that has primary supervisory authority for it or (2) a court;

E. a decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator, receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, entered against the Trustee and such decree or order remains in force undischarged or unstayed for a period of 60 days;

F. the Trustee consents to the appointment of a conservator, receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceeding relating to the Trustee or to all or substantially all of its property; or

G. the Trustee admits in writing its inability to pay its debts generally as they become due, files a petition to invoke any applicable insolvency or reorganization statute, makes an assignment for the benefit of its creditors, or voluntarily suspends payment of its obligations.

If at any time a Trustee Event of Default has occurred and is continuing with respect to a Series, in addition to any rights of removal under Subsection 7.06(c), the Guarantor (or if a Guarantor Event of Default has occurred and is continuing, the Issuer) may, and if directed by Holders of Certificates of any Class of that Series representing at least 51% of the Voting Rights of such Class, will, remove the Trustee as to such Trust and appoint a successor Trustee by written instrument, one copy of which will be delivered to the Trustee so removed and one copy of which will be delivered to the successor Trustee, and the Guarantor (or if a Guarantor Event of Default has occurred and is continuing, the Issuer) will give written notice of the successor Trustee to the Holders affected by the succession. Notwithstanding the termination of the Trustee, its liability under the Trust Documents arising prior to such termination will survive such termination.

(c) *Removal of Successor Trustee Without Cause.* Except when a Guarantor Event of Default has occurred and is continuing, the Guarantor may remove a successor Trustee for any reason or no reason, solely pursuant to the Trust Documents, and appoint another successor Trustee by written instrument within 90 days after the date notice is given to such predecessor Trustee of its removal. If no successor Trustee has been appointed and has accepted appointment within 90 days after the giving of such notice of removal, the predecessor Trustee may petition any court for the appointment of a successor Trustee.

(d) *Time of Effectiveness.* Any resignation or removal of the Trustee and appointment of a successor Trustee pursuant to any of the provisions of this Article VII will become effective upon acceptance of appointment by the successor Trustee as provided in Section 7.07, and in no event will such resignation or removal become effective until a successor Trustee has been appointed and has accepted the duties of the Trustee.

Section 7.07. Acceptance of Appointment by Successor Trustee.

Any successor Trustee appointed as provided in Section 7.06 will execute, acknowledge and deliver to the Guarantor and to its predecessor Trustee an instrument accepting such

appointment under the Trust Documents. The successor Trustee may, at its own expense, secure an Opinion of Counsel to the effect that, or as to the extent to which, a Trust is exempt from federal income taxation, as well as state and local taxation in the jurisdiction where the successor Trustee is located, and qualifies as a fixed investment trust for federal tax purposes. The resignation or removal of the predecessor Trustee will become effective and the successor Trustee, without any further act, deed or conveyance, will become fully vested with all the rights, powers, duties and obligations of its predecessor Trustee, with the effect as if the successor Trustee had been originally named as Trustee under the Trust Documents. The predecessor Trustee will execute and deliver such instruments and do such other things as may reasonably be required to vest fully and confirm the successor Trustee in all such rights, powers, duties and obligations. The documentation for the succession of the successor Trustee, including any fee arrangement with such successor Trustee, is not considered an Amendment requiring approval pursuant to Article X.

Section 7.08. Merger or Consolidation of Trustee.

Notwithstanding any provision in the Trust Documents to the contrary, any corporation or association into which the Trustee may be merged or converted or with which it may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the Trustee will be a party, or any corporation succeeding to the business of the Trustee, will be the successor Trustee under the Trust Documents, without the execution or filing of any paper or any further act on the part of any of the parties to the Trust Documents, provided, in the case of a Trustee other than Fannie Mae, that such corporation or association is eligible under the provisions of Section 7.05.

Section 7.09. Appointment of Co-Trustee or Separate Trustee.

(a) *Authority to Appoint.* For the purpose of meeting any legal requirements of any jurisdiction in which any part of a Trust Fund or property securing it may at the time be located, the Guarantor and the Trustee acting jointly (or, if a Guarantor Event of Default has occurred and is continuing, the Trustee acting alone) will have the power to execute and deliver all instruments necessary to appoint a Person approved by the Trustee to act jointly with the Trustee as co-trustee, or to appoint a separate trustee for any part of the related Trust Fund, and to vest in that Person, in its trustee capacity, legal title to that part of the Trust Fund, and those powers, duties, obligations, rights and trusts as the Guarantor and the Trustee (or if a Guarantor Event of Default has occurred and is continuing, the Trustee alone) consider necessary or desirable, subject to the other provisions of this Section 7.09 and consistent with the Trust Documents. No co-trustee or separate trustee will be required, however, to meet the terms of eligibility as a successor Trustee under Section 7.05. Except as specifically provided in the first sentence of this Subsection 7.09(a), the Trustee will have no other right to appoint a co-trustee.

(b) *Authority Granted.* In the case of any appointment of a co-trustee or separate trustee pursuant to this Section 7.09, all rights, powers, duties and obligations conferred or imposed upon the Trustee will be conferred or imposed upon, and exercised or performed by the Trustee and such separate trustee or co-trustee jointly, except to the extent that under any law of any jurisdiction in which any particular act is to be performed, the Trustee is incompetent or unqualified to perform such act, in which event such rights, powers, duties and obligations

(including the holding of title to all or any part of the related Trust Fund in any such jurisdiction) will be exercised and performed by that separate trustee or co-trustee at the direction of the Trustee.

(c) *Notices.* Any notice, request or other writing given to the Trustee will be deemed to have been given to each separate trustee or co-trustee appointed under this Section 7.09, as effectively as if given to each of them. Every instrument appointing any separate trustee and co-trustee will refer to the Trust Documents and the conditions of this Article VII.

(d) *Agency Role.* Any separate trustee and co-trustee may appoint the Trustee as its agent or attorney-in-fact, with full power and authority, to the extent not prohibited by law, to do any lawful act under or in respect of the Trust Documents on its behalf and in its name. If any separate trustee or co-trustee dies, becomes incapable of acting, resigns or is removed, all of its estates, properties, rights, remedies and trusts will vest in and be exercised by the Trustee, without the appointment of a new or successor Trustee, to the extent permitted by law.

Section 7.10. Successor Trustee Fee.

A successor Trustee designated pursuant to Article VII will be entitled to a fee for its services as agreed between the successor Trustee and the Guarantor or, if a Guarantor Event of Default has occurred and is continuing, the Issuer.

## **ARTICLE VIII**

### **GUARANTOR EVENTS OF DEFAULT**

Section 8.01. Guarantor Events of Default.

With respect to any Trust, each of the following events will constitute a Guarantor Event of Default:

(a) any failure by the Guarantor to make a Guaranty Payment required to be made under the terms of the Trust Documents with respect to a Series that continues uncured for a period of 15 days after receipt by the Guarantor and the Trustee of written notice from Holders of Certificates of any affected Class of that Series representing at least 5% of the Voting Rights of such Class of the failure and a demand that it be cured;

(b) any failure by the Guarantor to perform in any material respect any other covenants made by the Guarantor in the Trust Documents with respect to a Series that continues unremedied for a period of 60 days after receipt by the Guarantor and Trustee of written notice from the Holders of Certificates of any affected Class of that Series representing at least 25% of the Voting Rights of such Class of the failure and a demand that it be cured;

(c) a decree or order of a court, agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator, receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, has been entered against the Guarantor and such decree or order has remained in force undischarged or unstayed for a period of 60 days;

(d) the Guarantor consents to the appointment of a conservator, receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings relating to the Guarantor or to all or substantially all of its property; or

(e) the Guarantor admits in writing its inability to pay its debts generally as they become due, files a petition to invoke any applicable insolvency or reorganization statute, makes an assignment for the benefit of its creditors, or voluntarily suspends payment of its obligations.

## ARTICLE IX

### TRUST TERMINATION

#### Section 9.01. Trust Termination.

Each Trust is irrevocable, and will terminate only in accordance with the terms of the Trust Documents. The obligations and responsibilities of the Issuer, the Guarantor, the Trustee, and of any successor Trustee will terminate as to a Trust and its Holders upon the distribution to Holders of all amounts required to be distributed under the related Trust Documents, including any amounts distributed pursuant to the Guaranty; *provided, however*, that in no event will any Trust created by the Trust Documents continue beyond the last day of the 60th year following the Issue Date for that Trust.

#### Section 9.02. Notice of Termination.

Notice of any termination will be given promptly by the Trustee to Holders of the related Certificates by publication of a Class Factor equal to zero for each applicable outstanding Class of Certificates not later than the eighth Business Day of the month of the related Distribution Date.

## ARTICLE X

### AMENDMENTS

#### Section 10.01. Voting Rights.

(a) *Transferor, Affiliates and Agents.* In determining whether Holders of the requisite amount of Certificates have given any request, demand, authorization, direction, notice, consent or waiver requested or permitted under this Trust Agreement, any Certificate beneficially held by a Transferor or the affiliates or agents of a Transferor may be voted by the Transferor, or the affiliates or agents of a Transferor, as the case may be, without restriction.

(b) *Reserved.*

(c) *Guarantor as Holder.* Certificates of a Series that are beneficially held by the Guarantor will be disregarded and deemed not to be Outstanding Certificates for purposes of determining whether a Guarantor Event of Default has occurred and is continuing or whether to remove the Trustee when a Guarantor Event of Default has occurred and is continuing. In all other matters with respect to a Trust, Outstanding Certificates of the related Series that are

beneficially owned by the Guarantor may be voted by the Guarantor to the same extent as Certificates held by any other Holder. If, however, the Guarantor beneficially owns 100% of the Outstanding Certificates of a Series, the Certificates owned by the Guarantor may be voted by the Guarantor without restriction.

(d) *Successor Trustee as Holder.* Certificates of a Trust that are beneficially held by a successor Trustee will be disregarded and deemed not to be Outstanding Certificates for purposes of determining whether a Trustee Event of Default has occurred and is continuing or whether to remove that successor Trustee when a Trustee Event of Default has occurred and is continuing. In all other matters with respect to a Trust, Outstanding Certificates of the related Series that are beneficially owned by a successor Trustee may be voted by that successor Trustee to the same extent as Certificates held by any other Holder. If, however, a successor Trustee beneficially owns 100% of the Outstanding Certificates of a Trust, the Certificates owned by that successor Trustee may be voted by that successor Trustee without restriction.

(e) *Voting Under any REMIC Trust Agreement.* In the event that any matter arises under any REMIC Trust Agreement that requires or permits the vote of holders of certificates outstanding thereunder, the Trustee, as the holder of the related Underlying REMIC Certificate, will vote such Underlying REMIC Certificate upon direction to do so from Holders of the affected Classes of Outstanding Certificates. Following its receipt of such direction, the Trustee will vote such Underlying REMIC Certificate *pro rata* in accordance with such direction. The manner of soliciting such instructions will be subject to such reasonable regulations as the Trustee may prescribe.

#### Section 10.02. Amendments to Trust Documents.

This Trust Agreement and any other Trust Documents may be amended under the circumstances and in the manner described in this Article X. Upon satisfying the requirements set forth below, any such amendment (by waiver, modification or otherwise) will become part of the Trust Documents upon the effective date of such amendment. An Amendment may be effective to amend the Trust Documents as they relate to one or more Trusts, *provided* that no Amendment will be effective with respect to a Trust created prior to the date of the Amendment unless it has been approved by the Persons specified in Section 10.03 or 10.04, as applicable.

#### Section 10.03. Permissible Without Action by Holders.

Subject to Section 10.05, the Issuer and the Trustee, from time to time and at any time, may, without the consent of or notice to any Holder, enter into an Amendment or other instrument supplemental to the Trust Documents, for any one or more of the following purposes:

(a) (i) to correct an error; (ii) to correct, modify or supplement any provision in the Trust Documents that is inconsistent with any other provision of the Trust Documents or the Prospectus or Prospectus Supplement; or (iii) to cure an ambiguity or supplement a provision of the Trust Documents, *provided* that such cure of an ambiguity or supplement of a provision is not otherwise inconsistent with the provisions of the Trust Documents; or

(b) to modify, eliminate or add to the provisions of the Trust Documents to the extent necessary to maintain the qualification of any Trust as a fixed investment trust under the Internal Revenue Code as evidenced by an Opinion of Counsel satisfactory to the Trustee;

*provided* that no Amendment may be made pursuant to clause (a)(iii) or (b) of this Section 10.03 that otherwise would require consent of Holders pursuant to Subsection 10.04(b) without first obtaining such consent.

Section 10.04. Waivers and Amendments with Consent of Holders.

(a) *With 51% Holder Consent.* With the consent of the Holders of Certificates of each Class of a Series representing at least 51% of the Voting Rights of such Class, the Issuer and the Trustee may enter into any Amendment for any purpose or waive any provision of this Trust Agreement, other than any change to which Subsection 10.04(b) applies.

(b) *With 100% Holder Consent.* Without the consent of all Holders of the Outstanding Certificates of a Series, the Issuer and the Trustee may not enter into any Amendment, or otherwise engage in any activity, that will:

(i) reduce in any manner the amount of, or delay the timing of, distributions which are required to be made on any Certificate;

(ii) (A) terminate or modify the Guaranty or (B) reduce the percentage of Voting Rights required to consent to any waiver or any Amendment; or

(iii) affect the status of the Trust as a fixed investment trust for federal tax purposes, or otherwise have the effect of materially increasing taxes payable in respect of that Trust.

Section 10.05. Documentation of Amendment.

(a) *Form of Amendment.* It will not be necessary for Holders of the Certificates of any Series to approve the particular form of any proposed Amendment or waiver requiring Holder consent, but it is sufficient if Holders approve the substance of such proposed Amendment or waiver.

(b) *Notice of Amendment.* Promptly after the execution of any waiver or Amendment pursuant to Section 10.04, the Trustee will give written notice to Holders of Certificates affected by the Amendment or waiver. Any failure of the Trustee to give such notice, or any defect in the notification, will not in any way impair or affect the validity of the waiver or Amendment.

## ARTICLE XI

### MISCELLANEOUS

#### Section 11.01. Holders.

(a) *Death or Incapacity.* The death or incapacity of any Holder will not operate to terminate any of the Trust Documents or entitle such Holder's legal representative or heirs to claim an accounting or to take any action or proceeding in any court for a partition or winding up of the affairs of the related Trust, or otherwise affect the rights, duties and obligations of any of the parties to the Trust Documents.

(b) *No Right to Participate.* No Holder will have any right to control or to participate in the control and administration of any Trust or the related Trust Fund, nor will any of the terms of the Trust Documents be construed to constitute the Holders and Fannie Mae (in any capacity) as partners or members of an association, nor will any Holder have any duty or liability to any third person by reason of any action taken by the parties to the Trust Documents or pursuant to the provisions of the Trust Documents.

(c) *No Right to Act.* No Holder will have any right by virtue of any provision of the Trust Documents to institute any suit, action or proceeding in equity or at law unless a Guarantor Event of Default has occurred and is continuing. In addition, if a Guarantor Event of Default has occurred and is continuing with respect to a Series, no Holder may institute any suit, action or proceeding in equity or at law against the Guarantor unless Holders of Certificates representing at least 25% of the Voting Rights of any Class of that Series have first requested in writing that the Trustee undertake enforcement efforts to collect under the Guaranty, and the Trustee has not undertaken any such action within 120 days after receiving such written request together with reasonable security or indemnity against the costs, expenses and liabilities that it may incur as required by Subsection 7.03(a)(iv). By accepting and purchasing the Certificates, each Holder is deemed to acknowledge and agree, and expressly to covenant with every other Holder and the Trustee, that no Holder will have any right by virtue of any provision of the Trust Documents to affect, disturb or prejudice the rights of any other Holder, to obtain or seek to obtain priority over or preference to any other Holder, or to enforce any right under the Trust Documents (except as expressly provided in this Trust Agreement), except for the equal, ratable and common benefit of all Holders. For the protection and enforcement of the provisions of this Section 11.01, each and every Holder and the Trustee will be entitled to such relief as can be given either at law or in equity.

#### Section 11.02. Governing Law.

The terms of the Trust Documents will be construed in accordance with the laws of the District of Columbia (without giving effect to conflicts of laws principles).

#### Section 11.03. Assignment.

This Trust Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This Trust Agreement is for the sole benefit of the parties, the Holders and their respective successors, assigns and legal representatives and is



not intended, nor will be construed, to give any Person, other than the parties to this Trust Agreement, the Holders, and their respective successors, assigns and legal representatives, any legal or equitable right, remedy or claim under this Trust Agreement.

#### Section 11.04. Demands, Notices, Communications.

All formal demands, notices and communications by and among the Issuer, the Guarantor, the Trustee, the Certificate Registrar, the Fiscal Agent, the Depository, the Paying Agent and any Holder of a Certificate will be in writing (which may include an electronic message, communication over the internet or other technological method that becomes available for the transfer of information) and delivered in person or by first class mail, postage prepaid, or by facsimile or electronic transmission (which transmission will be deemed received only upon telephonic or electronic confirmation of receipt, except in the case of a communication by means of posting on an internet site or other technological method by which the information is made available for access by the party to whom the communication is being given): (a) if to the Issuer or the Guarantor, to the General Counsel, Attention: Securitization Counsel, Fannie Mae, 3900 Wisconsin Avenue, N.W., Washington, D.C. 20016, or to such other address or addresses as is set forth in a notification to such Holder; (b) if to the Trustee, to the attention of the Office of the Trustee, Fannie Mae, 3900 Wisconsin Avenue, N.W., Washington, D.C. 20016, or to such other address or addresses as is set forth in a notification to such Holder; (c) if to the Holder of a Certificate other than a Depository Certificate, to the appropriate Holder in care of the Fiscal Agent at the address (electronic or otherwise) provided to the Issuer by the Fiscal Agent; (d) if to the Holder of a Depository Certificate, to the entity acting as nominee for the Depository; or (e) if to the Certificate Registrar or the Paying Agent, to the Corporate Trust Office of the Certificate Registrar or the Paying Agent, or at such other address or addresses as are set forth in a notification to such Holder. In lieu of the notification methods set forth in the preceding sentence, any such demands, notices and communications to a Holder may be communicated in any other public manner as Fannie Mae uses to make its financial information available, including posting such information on the Fannie Mae Web site. Any notice that is mailed or sent electronically or posted within the time prescribed in the Trust Documents will be presumed conclusively to have been duly given whether or not the Holder receives the notice. In the case of voting or consent of Holders, the communication may be through the use of a survey or voting procedure on the Fannie Mae Web site or other medium, *provided* the results are tallied in a manner that is secure and results in a report that can be and is maintained as part of the records of the Trust.

#### Section 11.05. Severability of Provisions.

If any covenant, agreement, provision or term of the Trust Documents is for any reason whatsoever held invalid, then such covenant, agreement, provision or term will be deemed severable from the remaining covenants, agreements, provisions or terms of the Trust Documents, the Certificates and will in no way affect the validity or enforceability of the other provisions of the Trust Documents or the rights of the Holders created under the Trust Documents.

Section 11.06. Authorized Officers and Signatures.

The manual, facsimile or electronic signature of any individual appearing on any document designated as the signature of an authorized officer of the Issuer, Guarantor or Trustee (or any successor to any of them) will constitute conclusive evidence that such individual is, in fact, authorized to execute such document, notwithstanding that such authorization may have lapsed prior to or subsequent to the effective date of the document or its delivery.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto hereby execute this Trust Agreement, as of the Effective Date.

FANNIE MAE,  
in its corporate capacities as Issuer and Guarantor

By: /s/ Richard Sorkin

Richard Sorkin  
Vice President, Structured Transactions

FANNIE MAE,  
in its capacity as Trustee

By: /s/ Judith C. Dunn

Judith C. Dunn  
Senior Vice President and  
Deputy General Counsel

DISTRICT OF COLUMBIA

THIS instrument was acknowledged before me on this 11<sup>th</sup> day of May, 2010, by Richard Sorkin as Vice President of Fannie Mae.

/s/ Denise Jacobs

Notary Public

My commission expires: February 28, 2013

DISTRICT OF COLUMBIA

THIS instrument was acknowledged before me on this 11<sup>th</sup> day of May, 2010, by Judith C. Dunn as Senior Vice President and Principal Deputy General Counsel of Fannie Mae.

/s/ Katharine C. Warren

Notary Public

My commission expires: March 22, 2011

**EXHIBIT A  
TO RCR MASTER TRUST AGREEMENT**

FEDERAL NATIONAL MORTGAGE ASSOCIATION

RCR ISSUE SUPPLEMENT

Dated as of \_\_\_\_\_ 1, 20\_\_

TO RCR MASTER TRUST AGREEMENT

Dated as of May 1, 2010

for

GUARANTEED GRANTOR TRUST PASS-THROUGH CERTIFICATES

Series Designation

20\_\_-X

Issue Date

\_\_\_\_\_ 1, 20\_\_

THIS RCR ISSUE SUPPLEMENT accompanies and supplements a certain Trust Agreement, dated as of May 1, 2010, published by the Federal National Mortgage Association (“Fannie Mae”). Unless otherwise specified, certain words and phrases appearing herein, characterized by initial capital letters, are defined in such Trust Agreement and shall have the meanings so defined.

The collective terms of such Trust Agreement and this RCR Issue Supplement shall govern the composition of the Trust Fund, the beneficial ownership of which is evidenced by the Series of Certificates having the above designation, and have no applicability to any other trust fund. If any provision of this RCR Issue Supplement conflicts with or contradicts a provision of the Trust Agreement, the provisions of this RCR Issue Supplement shall control.

With respect to the Series of Certificates having the above designation, Fannie Mae has deposited into the Trust Fund certificates evidencing the Classes of Fannie Mae Guaranteed REMIC Pass-Through Certificates specified in the related Schedule of Underlying Certificates and evidencing beneficial interests in the related REMIC Trust, and intends to issue hereunder the separate Combinable Classes and separate RCR Classes specified in the related Prospectus Supplement.

Section 1. Applicable Trust Agreement Provisions

The following terms defined in Article I of the Trust Agreement have the following meanings for the Series of Certificates authorized hereby:

Issue Date: \_\_\_\_\_ 1, 20\_\_.

Prospectus Supplement: The Prospectus Supplement dated \_\_\_\_\_, 20\_\_, relating to the Guaranteed REMIC Pass Through Certificates, Fannie Mae REMIC Trust 20\_\_-X, as the same may be amended or supplemented from time to time.

REMIC Trust: Fannie Mae REMIC Trust 20\_\_-X.

Settlement Date: \_\_\_\_\_, 20\_\_.

[Section 2. Additional Defined Terms. Whenever used in this RCR Issue Supplement, the following words and phrases shall have the following meanings:]

[Section 3. Additional Provisions.]