
CWMBS, INC.,
Depositor

COUNTRYWIDE HOME LOANS, INC.,
Seller

COUNTRYWIDE HOME LOANS SERVICING LP,
Master Servicer

and

THE BANK OF NEW YORK,
Trustee and Custodian

POOLING AND SERVICING AGREEMENT
Dated as of March 1, 2005

CWMBS REPERFORMING LOAN REMIC TRUST
CERTIFICATES, SERIES 2005-R1

Table of Contents

| | <u>Page</u> |
|----------------------------------------------------------------------------------------------------------------|-------------|
| ARTICLE I DEFINITIONS | 11 |
| ARTICLE II CONVEYANCE OF MORTGAGE LOANS; REPRESENTATIONS AND WARRANTIES | 50 |
| Section 2.01 Conveyance of Mortgage Loans | 51 |
| Section 2.02 Acceptance by the Custodian of the Mortgage Loans. | 54 |
| Section 2.03 Representations, Warranties and Covenants of the Seller and Master Servicer. | 55 |
| Section 2.04 Representations and Warranties of the Depositor as to the Mortgage Loans. | 57 |
| Section 2.05 Delivery of Opinion of Counsel in Connection with Substitutions. | 58 |
| Section 2.06 Execution and Delivery of Certificates. | 58 |
| Section 2.07 REMIC Matters. | 59 |
| Section 2.08 Covenants of the Master Servicer. | 59 |
| ARTICLE III ADMINISTRATION AND SERVICING OF MORTGAGE LOANS | 60 |
| Section 3.01 Master Servicer to Service Mortgage Loans. | 60 |
| Section 3.02 Subservicing; Enforcement of the Obligations of Servicers. | 61 |
| Section 3.03 Rights of the Depositor and the Trustee in Respect of the Master Servicer. | 62 |
| Section 3.04 Trustee to Act as Master Servicer. | 62 |
| Section 3.05 Collection of Mortgage Loan Payments; Collection Account; Distribution Account. | 63 |
| Section 3.06 Collection of Taxes, Assessments and Similar Items; Escrow Accounts. | 65 |
| Section 3.07 Access to Certain Documentation and Information Regarding the Mortgage Loans. | 66 |
| Section 3.08 Permitted Withdrawals from the Collection Account and the Distribution Account. | 66 |
| Section 3.09 Maintenance of Hazard Insurance. | 68 |
| Section 3.10 Enforcement of Due-on-Sale Clauses; Assumption Agreements. | 69 |
| Section 3.11 Realization Upon Defaulted Mortgage Loans; Repurchase of Certain Mortgage Loans. | 70 |
| Section 3.12 Custodians to Cooperate; Release of Mortgage Files. | 73 |
| Section 3.13 Documents, Records and Funds in Possession of Master Servicer to be Held for the Trustee. | 73 |
| Section 3.14 Servicing Compensation. | 74 |
| Section 3.15 Access to Certain Documentation. | 74 |
| Section 3.16 Annual Statement as to Compliance. | 75 |

| | | |
|--------------------------------------------------------------|---------------------------------------------------------------------------------------|-----|
| Section 3.17 | Annual Independent Public Accountants’ Servicing Statement; Financial Statements..... | 75 |
| Section 3.18 | Errors and Omissions Insurance; Fidelity Bonds..... | 76 |
| Section 3.19 | Reports of Foreclosure and Abandonment of Mortgaged Properties. | 76 |
| ARTICLE IV DISTRIBUTIONS AND ADVANCES BY THE MASTER SERVICER | | 77 |
| Section 4.01 | Advances..... | 77 |
| Section 4.02 | Obligations of the Master Servicer in Respect of Prepayment Interest Shortfalls..... | 78 |
| Section 4.03 | Priorities of Distribution. | 78 |
| Section 4.04 | Allocation of Realized Losses; Subsequent Recoveries. | 81 |
| Section 4.05 | Net WAC Rate Carryover Reserve Account. | 83 |
| Section 4.06 | Monthly Statements to Certificateholders. | 83 |
| Section 4.07 | Distributions on the REMIC I Interests. | 86 |
| ARTICLE V THE CERTIFICATES | | 88 |
| Section 5.01 | The Certificates..... | 88 |
| Section 5.02 | Certificate Register; Registration of Transfer and Exchange of Certificates. | 89 |
| Section 5.03 | Mutilated, Destroyed, Lost or Stolen Certificates. | 95 |
| Section 5.04 | Persons Deemed Owners. | 95 |
| Section 5.05 | Access to List of Certificateholders’ Names and Addresses. | 95 |
| Section 5.06 | Maintenance of Office or Agency..... | 96 |
| ARTICLE VI THE DEPOSITOR AND THE MASTER SERVICER | | 97 |
| Section 6.01 | Respective Liabilities of the Depositor and the Master Servicer..... | 97 |
| Section 6.02 | Merger or Consolidation of the Depositor or the Master Servicer. | 97 |
| Section 6.03 | Limitation on Liability of the Depositor, the Master Servicer and Others. | 97 |
| Section 6.04 | Limitation on Resignation of Master Servicer..... | 98 |
| Section 6.05 | Rights of the Trustee in Respect of the Master Servicer. | 98 |
| ARTICLE VII DEFAULT | | 100 |
| Section 7.01 | Events of Default. | 100 |
| Section 7.02 | Trustee to Act; Appointment of Successor. | 102 |
| Section 7.03 | Notification to Certificateholders. | 103 |
| Section 7.04 | Waiver of Master Servicer Events of Termination. | 103 |
| ARTICLE VIII CONCERNING THE TRUSTEE | | 105 |
| Section 8.01 | Duties of Trustee..... | 105 |
| Section 8.02 | Certain Matters Affecting the Trustee. | 106 |
| Section 8.03 | Trustee Not Liable for Certificates or Mortgage Loans..... | 107 |
| Section 8.04 | Trustee May Own Certificates..... | 107 |

| | | |
|------------------------------------|----------------------------------------------------------------------|-----|
| Section 8.05 | Trustee’s Fees and Expenses. | 107 |
| Section 8.06 | Eligibility Requirements for Trustee. | 108 |
| Section 8.07 | Resignation and Removal of Trustee. | 109 |
| Section 8.08 | Successor Trustee. | 109 |
| Section 8.09 | Merger or Consolidation of Trustee. | 110 |
| Section 8.10 | Appointment of Co-Trustee or Separate Trustee. | 110 |
| Section 8.11 | Tax Matters. | 112 |
| Section 8.12 | [Reserved]. | 114 |
| Section 8.13 | Compliance With National Housing Act of 1934. | 114 |
| Section 8.14 | Appointment of Custodian. | 114 |
| Section 8.15 | Representations and Warranties of the Custodian. | 116 |
| ARTICLE IX TERMINATION | | 117 |
| Section 9.01 | Termination upon Liquidation or Purchase of all Mortgage Loans. | 117 |
| Section 9.02 | Final Distribution on the Certificates. | 117 |
| Section 9.03 | Additional Termination Requirements. | 118 |
| ARTICLE X MISCELLANEOUS PROVISIONS | | 120 |
| Section 10.01 | Amendment. | 120 |
| Section 10.02 | Recordation of Agreement; Counterparts. | 121 |
| Section 10.03 | Governing Law. | 121 |
| Section 10.04 | Intention of Parties. | 122 |
| Section 10.05 | Notices. | 122 |
| Section 10.06 | Severability of Provisions. | 123 |
| Section 10.07 | Assignment. | 123 |
| Section 10.08 | Limitation on Rights of Certificateholders. | 124 |
| Section 10.09 | Inspection and Audit Rights. | 124 |
| Section 10.10 | Certificates Nonassessable and Fully Paid. | 125 |
| Section 10.11 | [Reserved]. | 125 |
| Section 10.12 | Protection of Assets. | 125 |

SCHEDULES

| | |
|---------------|-----------------------------------------------------------------------|
| Schedule I: | Mortgage Loan Schedule |
| Schedule II: | Representations and Warranties of the Seller |
| Schedule III: | Representations and Warranties of the Seller as to the Mortgage Loans |
| Schedule IV: | Representations and Warranties of the Master Servicer |
| Schedule V: | Form of Monthly Master Servicer Report |
| Schedule VI: | Reserved |
| Schedule VII: | Mortgage Loans |

EXHIBITS

| | |
|------------|---------------------------------------------------------------------|
| Exhibit A: | Form of Senior Certificate (excluding Notional Amount Certificates) |
| Exhibit B: | Form of Subordinate Certificate |
| Exhibit C: | Form of Residual Certificate |
| Exhibit D: | Form of Notional Certificate |
| Exhibit E: | Form of Reverse of Certificates |
| Exhibit F: | Form of Initial Certification of Custodian |
| Exhibit G: | Form of Delay Delivery Certification of Custodian |
| Exhibit H: | Form of Final Certification of Custodian |
| Exhibit I: | Form of Transfer Affidavit |
| Exhibit J: | Form of Transferor Certificate |
| Exhibit K: | [Reserved] |
| Exhibit L: | Form of Rule 144A Letter |
| Exhibit M: | Form of Request for Release (for Custodian) |
| Exhibit N: | Form of Request for Release of Documents |
| Exhibit O: | Form of Cap Contract |
| Exhibit P: | [Reserved] |
| Exhibit Q: | Form of Loan Data Remittance Report |
| ANNEX I | Cap Contract Scheduled Notional Balances |

THIS POOLING AND SERVICING AGREEMENT, dated as of March 1, 2005, among CWMBS, INC., a Delaware corporation, as depositor (the “Depositor”), COUNTRYWIDE HOME LOANS, INC., a New York corporation, as seller (the “Seller”), COUNTRYWIDE HOME LOANS SERVICING LP, a Texas limited partnership, as master servicer (the “Master Servicer”) and THE BANK OF NEW YORK, a New York banking corporation, as trustee (the “Trustee”) and as custodian (the “Custodian”).

WITNESSETH THAT

In consideration of the mutual agreements herein contained, the parties hereto agree as follows:

PRELIMINARY STATEMENT

The Depositor intends to sell pass-through certificates (collectively, the “Certificates”), to be issued hereunder in multiple classes, which in the aggregate will evidence the entire beneficial ownership interest in the Trust Fund created hereunder. The Certificates will consist of fifteen classes of certificates, designated as (i) the Class 1A-F1 Certificates, (ii) the Class 1A-F2 Certificates, (iii) the Class 1A-S Certificates, (iv) the Class 2A-1 Certificates, (v) the Class 2A-2 Certificates, (vi) the Class 2A-PO Certificates, (vii) the Class 2A-IO Certificates, (viii) the Class M Certificates, (ix) the Class B-1 Certificates, (x) the Class B-2 Certificates, (xi) the Class B-3 Certificates, (xii) the Class B-4 Certificates, (xiii) the Class B-5 Certificates, (xvi) the Class RM Certificates and (xv) the Residual Certificates.

REMIC I

As provided herein, the Trustee will make an election to treat the segregated pool of assets consisting of the Mortgage Loans and certain other related assets subject to this Agreement (exclusive of the Net WAC Rate Carryover Reserve Account and the Cap Contracts) as a real estate mortgage investment conduit (a “REMIC”) for federal income tax purposes, and such segregated pool of assets will be designated as “REMIC I.” The Class R-I Interest will represent the sole class of “residual interests” in REMIC I for purposes of the REMIC Provisions under federal income tax law. The following table irrevocably sets forth the designation, the Uncertificated REMIC I Pass-Through Rate, the initial Uncertificated Principal Balance, and for purposes of satisfying Treasury regulation Section 1.860G-1(a)(4)(iii), the “latest possible maturity date” for each of the REMIC I Regular Interests. None of the REMIC I Regular Interests will be certificated.

| Designation | REMIC I Pass-Through Rate | Initial Uncertificated Principal Balance | Latest Possible Maturity Date ⁽¹⁾ |
|-------------|------------------------------|---------------------------------------------|-------------------------------------------------|
| LT1-1 | (2) | \$499,716,927.00 | March 25, 2035 |
| LT1-2 | (2) | \$44,612,225.32 | March 25, 2035 |
| LT1-3 | (2) | \$44,080,957.27 | March 25, 2035 |
| LT1-IO | (2) | (3) | March 25, 2035 |
| LT1-PO | 0.00% | \$1,755,298.73 | March 25, 2035 |
| LT1-RM | (2) | (3) | March 25, 2035 |

(1) For purposes of Section 1.860G-1(a)(4)(iii) of the Treasury regulations, the Distribution Date that is the 360th Distribution Date has been designated as the “latest possible maturity date” for each REMIC I Regular Interest.

(2) Calculated in accordance with the definition of “Uncertificated REMIC I Pass-Through Rate” herein.

(3) Calculated in accordance with the definition of “Uncertificated Notional Amount” herein.

REMIC II

As provided herein, the Trustee shall make an election to treat the segregated pool of assets consisting of the Uncertificated REMIC I Regular Interests as a REMIC for federal income tax purposes, and such segregated pool of assets will be designated as “REMIC II.” The Class R-II Interest will represent the sole class of “residual interests” in REMIC II for purposes of the REMIC Provisions. The following table irrevocably sets forth the designation, the Uncertificated REMIC II Pass-Through Rate, the initial Uncertificated Principal Balance, and solely for purposes of satisfying Treasury regulation Section 1.860G-1(a)(4)(iii), the “latest possible maturity date” for each of the REMIC II Regular Interests. None of the REMIC II Regular Interests will be certificated.

| Designation | REMIC II Pass-Through Rate | Initial Uncertificated Principal Balance | Latest Possible Maturity Date ⁽¹⁾ |
|-------------|-------------------------------|---------------------------------------------|-------------------------------------------------|
| LT2-F1 | (2) | \$385,474,000.00 | March 25, 2035 |
| LT2-F2 | (2) | \$100,000,000.00 | March 25, 2035 |
| LT2-1SUB | (2) | \$14,242,927.00 | March 25, 2035 |
| LT2-2SUB | 6.00% | \$1,322,225.32 | March 25, 2035 |
| LT2-2SEN | 6.00% | \$43,290,000.00 | March 25, 2035 |
| LT2-3SUB | 6.50% | \$1,256,957.27 | March 25, 2035 |
| LT2-3SEN | 6.50% | \$42,824,000.00 | March 25, 2035 |
| LT2-IO | (2) | (3) | March 25, 2035 |
| LT2-PO | 0.00% | \$1,755,298.73 | March 25, 2035 |
| LT2-RM | (2) | (4) | March 25, 2035 |

(1) For purposes of Section 1.860G-1(a)(4)(iii) of the Treasury regulations, the Distribution Date that is the 360th Distribution Date has been designated as the “latest possible maturity date” for each REMIC II Regular Interest.

- (2) Calculated in accordance with the definition of “Uncertificated REMIC II Pass-Through Rate” herein.
- (3) Calculated in accordance with the definition of “Uncertificated Notional Amount” herein.
- (4) For federal income tax purposes, REMIC II Regular Interest LT2-RM will not accrue interest on an uncertificated notional amount, but will be entitled to 100% of amounts distributed on REMIC I Regular Interest LT1-RM.

REMIC III

As provided herein, the Trustee shall make an election to treat the segregated pool of assets consisting of the Uncertificated REMIC II Regular Interests as a REMIC for federal income tax purposes, and such segregated pool of assets will be designated as “REMIC III.” The Class R-III Interest will represent the sole class of “residual interests” in REMIC III for purposes of the REMIC Provisions. As provided herein, the (i) Class A Certificates (ii) Class M Certificates, (iv) Class B Certificates and Class RM Certificates, represent all of the “regular interests” in REMIC III for purposes of the REMIC Provisions. The following table irrevocably sets forth the designation, the Pass-Through Rate, the original Class Certificate Balance, and solely for purposes of satisfying Treasury regulation Section 1.860G-1(a)(4)(iii), the “latest possible maturity date” for each Class of Certificates that represents one or more of the “regular interests” in REMIC III.

| Class Designation | Pass-Through Rate | Original Class Certificate Balance or Notional Amount | Latest Possible Maturity Date ⁽¹⁾ |
|-------------------|-------------------|-------------------------------------------------------|----------------------------------------------|
| Class 1A-F1 | (2) | \$385,474,000.00 | March 25, 2035 |
| Class 1A-F2 | (2) | \$100,000,000.00 | March 25, 2035 |
| Class 1A-S | (3) | \$499,716,927.00 | March 25, 2035 |
| Class 2A-1 | (2) | \$43,290,000.00 | March 25, 2035 |
| Class 2A-2 | (2) | \$42,824,000.00 | March 25, 2035 |
| Class 2A-PO | (2) | \$1,755,298.00 | March 25, 2035 |
| Class 2A-IO | (3) | \$90,448,481.00 | March 25, 2035 |
| Class M | (4) | \$3,838,000.00 | March 25, 2035 |
| Class B-1 | (4) | \$2,951,000.00 | March 25, 2035 |
| Class B-2 | (4) | \$2,656,000.00 | March 25, 2035 |
| Class B-3 | (4) | \$2,360,000.00 | March 25, 2035 |
| Class B-4 | (4) | \$2,066,000.00 | March 25, 2035 |
| Class B-5 | (4) | \$2,951,110.59 | March 25, 2035 |
| Class RM | (2) | (3) | March 25, 2035 |

⁽¹⁾ Solely for purposes of Section 1.860G-1(a)(4)(iii) of the Treasury regulations, the Distribution Date that is the 360th Distribution Date has been designated as the “latest possible maturity date” for each class of certificates.

⁽²⁾ Calculated in accordance with the definition of “Pass-Through Rate” herein.

⁽³⁾ The Class 1A-S, Class 2A-IO and Class RM Certificates will accrue interest based upon a notional amount. For federal income tax purposes, the Class RM Certificates will not accrue interest on a notional amount, but will be entitled to 100% of amounts distributed on REMIC II Regular Interest LT2-RM.

⁽⁴⁾ The Pass-Through Rate for the Class M Certificates, Class B-1 Certificates, the Class B-2 Certificates, the Class B-3 Certificates, the Class B-4 Certificates and the Class B-5 shall be subject to a cap equal to the Subordinate Net WAC.

Set forth below are designations of Classes of Certificates for the categories used herein:

- Book-Entry Certificates.....Class 1A-F1, Class 1A-F2, Class 1A-S, Class 2A-1, Class 2A-2, Class 2A-PO, Class 2A-IO, Class M, Class B-1 and Class B-2 Certificates.
- Class A Certificates.....Class 1A-F1, Class 1A-F2, Class 1A-S, Class 2A-1, Class 2A-2, Class 2A-PO and Class 2A-IO Certificates.
- Class B Certificates.....Class B-1, Class B-2, Class B-3, Class B-4 and Class B-5 Certificates.
- Class 1A-F Certificates.....Class 1A-F1 and Class 1A-F2 Certificates.
- Class A Principal Certificates.....Class 1A-F1, Class 1A-F2, Class 2A-1 and Class 2A-2 Certificates.
- Interest Only Certificates.....Class 1A-S Certificates and Class 2A-IO Certificates.
- Physical Certificates.....Class B-3, Class B-4, Class B-5, Class RM and the Residual Certificates.
- Variable Rate Certificates.....Class 1A-F1, Class 1A-F2, Class 1A-S and Class 2A-IO Certificates.
- Private Certificates.....All Classes of Certificates.
- Rating Agencies.....S&P and Moody's.
- Regular Certificates.....All Classes of Certificates, other than the Residual Certificates.
- Residual Certificates.....Class R Certificates.
- Category 1 Certificates.....Class 1A-F1, Class 1A-F2 and Class 1A-S Certificates.
- Category 2 Certificates.....Class 2A-1, Class 2A-2, Class 2A-IO and Class 2A-PO Certificates.
- Senior Certificates.....Class 1A-F1, Class 1A-F2, Class 1A-S, Class 2A-1, Class 2A-2, Class 2A-IO, Class 2A-PO Certificates.
- Subordinate Certificates.....Class M, Class B-1, Class B-2, Class B-3, Class B-4, Class B-5 Certificates.
- Non-Investment Grade Certificates.....Class B-3, Class B-4 and Class B-5 Certificates.

ComponentsWith respect to the Class RM Certificate: Class RM-1
Component and Class RM-2 Component.

Defined terms and provisions herein relating to statistical rating agencies not designated above as
Rating Agencies shall be of no force or effect.

For purposes of determining certain payments due or losses allocated to a class of
Certificates, the Class 1A-F Certificates and the Class RM-1 Component shall relate to the
Category 1 Mortgage Loans and the Class 2A-1 Certificates, the Class 2A-2 Certificates, the
Class 2A-PO Certificates and Class RM-2 Component shall relate to the Category 2 Mortgage
Loans.

ARTICLE I

DEFINITIONS

Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

Agency Insurance Agreements: Collectively, the FHA Insurance Contracts, VA Guarantee Agreements and RHS Guaranty Agreements.

Aggregate Senior Percentage: With respect to any Distribution Date and the Certificates, the percentage equivalent of a fraction, the numerator of which is the Certificate Principal Balance of the Class 1A-F Certificates, Class 2A-1 Certificates and Class 2A-2 Certificates immediately prior to such Distribution Date, and the denominator of which is the sum of the Non-PO Percentages of the Scheduled Principal Balances of all the Mortgage Loans as of the first day of the related Due Period.

Agreement: This Pooling and Servicing Agreement and all amendments or supplements hereto.

Allocated Realized Loss Amount: With respect to a Class of Certificates (other than the Interest Only Certificates and the Residual Certificates) and any Distribution Date, (a) the sum of (i) any Realized Losses allocated to such Class of Certificates on any Distribution Date pursuant to Section 4.04 and (ii) the amount of any Allocated Realized Loss Amount for such Class of Certificates remaining unpaid from the previous Distribution Date minus (b) the amount of Subsequent Recoveries allocated to such Class of Certificates pursuant to Section 4.04.

Amount Held for Future Distribution: As to any Distribution Date, the aggregate amount held in the Collection Account at the close of business on the related Determination Date on account of (i) Principal Prepayments received after the related Prepayment Period, (ii) Liquidation Proceeds received in the month of such Distribution Date and (iii) all Monthly Payments due after the related Due Date.

Appraised Value: With respect to any Mortgage Loan, the Appraised Value of the related Mortgaged Property shall be: (i) with respect to a Mortgage Loan other than a Refinancing Mortgage Loan, the lesser of (a) the value of the Mortgaged Property based upon the appraisal made at the time of the origination of such Mortgage Loan and (b) the sales price of the Mortgaged Property at the time of the origination of such Mortgage Loan; (ii) with respect to a Refinancing Mortgage Loan other than a Streamlined Documentation Mortgage Loan, the value of the Mortgaged Property based upon the appraisal made at the time of the origination of such Refinancing Mortgage Loan; and (iii) with respect to a Streamlined Documentation Mortgage Loan, (a) if the loan-to-value ratio with respect to the Original Mortgage Loan at the time of the origination thereof was 90% or less, the value of the Mortgaged Property based upon the appraisal made at the time of the origination of the Original Mortgage Loan and (b) if the loan-to-value ratio with respect to the Original Mortgage Loan at the time of the origination thereof was greater than 90%, the value of the Mortgaged Property based upon the appraisal

(which may be a drive-by appraisal) made at the time of the origination of such Streamlined Documentation Mortgage Loan.

Arrearages: With respect to a Mortgage Loan, any unreimbursed arrearage amounts representing principal, interest and other amounts advanced by the servicer of such Mortgage Loan prior to the Cut-off Date.

Available Distribution Amount: With respect to any Distribution Date, will equal (without duplication) (a) the sum of (i) the balance in or credited to the Collection Account on the related Determination Date, (ii) an amount equal to any Monthly Advances made by the Master Servicer on or before any previous Distribution Date, to the extent such Monthly Advances were made from Amounts Held for Future Distribution, which shall be paid by the Master Servicer from its own funds to the extent funds on deposit in the Collection Account are less than amounts required to be deposited into the Distribution Account on such Distribution Date, (iii) all Monthly Advances made by the Master Servicer with respect to such Distribution Date and (iv) all Compensating Interest paid by the Master Servicer with respect to such Distribution Date, reduced by (b) the sum of (i) Monthly Payments collected but due after the related Due Period, (ii) reinvestment income on the balance of funds, if any, in the Collection Account, to the extent included in clause (a) above, (iii) all amounts reimbursable with respect to such Distribution Date to the Master Servicer, (iv) the Servicing Fee payable to the Master Servicer for such Distribution Date, (v) any prepayments, including payoffs, amounts in respect of liquidations and partial prepayments, received after the Prepayment Period relating to such Distribution Date and (vi) amounts received or recovered in respect of Arrearages.

Bankruptcy Code: The United States Bankruptcy Reform Act of 1978, as amended.

Bankruptcy Loss: With respect to any Mortgage Loan, a Deficient Valuation or Debt Service Reduction; provided, however, that a Bankruptcy Loss shall not be deemed a Bankruptcy Loss hereunder so long as the Master Servicer has notified the Trustee in writing that the Master Servicer is diligently pursuing any remedies that may exist in connection with the related Mortgage Loan and either (A) the related Mortgage Loan is not in default with regard to payments due thereunder or (B) delinquent payments of principal and interest under the related Mortgage Loan and any related escrow payments in respect of such Mortgage Loan are being advanced on a current basis by the Master Servicer, in either case without giving effect to any Debt Service Reduction or Deficient Valuation.

Book-Entry Certificates: As specified in the Preliminary Statement.

Business Day: Any day other than (i) a Saturday or a Sunday, or (ii) a day on which the banking institutions in the State of New York, California, Delaware, Texas or the city in which the Corporate Trust Office of the Trustee is located are authorized or obligated by law or executive order to be closed.

Cap Contracts: The interest rate cap contracts between Bear Stearns Financial Products, Inc. and Countrywide Home Loans, Inc., each dated as of March 31, 2005, assigned to the Trustee pursuant to the novation agreement, dated as of March 31, 2005, among Bear Stearns

Financial Products, Inc., Countrywide Home Loans, Inc. and the Trustee, forms of which are attached hereto as Exhibit O.

Cap Contract Ceiling Rate: For each Distribution Date and (i) the Cap Contract related to the Class 1A-F1 Certificates, an amount equal to 9.140% or (ii) the Cap Contract related to the Class 1A-F2 Certificates an amount equal to 7.640%.

Cap Contract Counterparty: Bear Stearns Financial Products, Inc., and its permitted successors and assigns.

Cap Contract Strike Rate: For each Distribution Date and (i) the Cap Contract related to the Class 1A-F1 Certificates will be 6.141% or (ii) the Cap Contract related to the Class 1A-F2 Certificates will be 6.141%.

Cap Contract Notional Balance: For each Cap Contract and each Distribution Date, the lesser of (i) the notional balance described in the table set forth in Annex I and (ii) the Certificate Principal Balance of the related Class 1A-F Certificate.

Cap Payments: The amounts payable by the Cap Counterparty for the benefit of the Trust under each Cap Contract on each Distribution Date, equal to the product of :

- (i) the excess (if any) of (x) the lesser of (A) One-Month LIBOR (as determined by the Cap Contract Counterparty) and (B) the Cap Contract Ceiling Rate for such Distribution Date over (y) the applicable Cap Contract Strike Rate for such Distribution Date,
- (ii) the applicable Cap Contract Notional Balance, and
- (iii) 30 divided by 360.

Category: Any of Category 1, Category 2, Category 2A, Category 2B or Category 2C, as applicable.

Category 1 Collateral Deficiency: With respect to any Distribution Date, the excess, if any, of (i) the aggregate outstanding Class Certificate Balance of the Class 1A-F Certificates for such Distribution Date (after giving effect on that date to the application thereto clauses (a)(i) and (ii) of the definition of Category 1 Senior Principal Distribution Amount) *over* (ii) the sum of the Scheduled Principal Balances, as of the last day of the related Due Period, of the Category 1 Mortgage Loans.

Category 1 Collateral Excess: With respect to any Distribution Date, the lesser of (i) the excess, if any, of (1) the sum of the Scheduled Principal Balances, as of the last day of the related Due Period, of the Category 1 Mortgage Loans *over* (2) the aggregate outstanding Class Certificate Balance of the Class 1A-F Certificates for such Distribution Date (after giving effect on that date to the application thereto of clauses (a)(i) and (ii) of the definition of Category 1 Senior Principal Distribution Amount) and (ii) the aggregate of items (a)(i) and (ii) of the definition of Category 1 Senior Principal Distribution Amount for such Distribution Date.

Category 1 Cross Payment Addition: With respect to any Distribution Date, an amount equal to the lesser of (i) the Category 1 Collateral Deficiency for such Distribution Date, (ii) the product of (x) the sum of the Collateral Group 1 Collateral Excess and the Collateral Group 2 Collateral Excess and (y) a fraction, the numerator of which is the Category 1 Collateral Deficiency for such Distribution Date and the denominator of which is the sum of the Collateral Group 1 Collateral Deficiency, the Collateral Group 2 Collateral Deficiency and the Category 1 Collateral Deficiency.

Category 1 Cross Payment Reduction: With respect to any Distribution Date, the lesser of (i) the Category 1 Collateral Excess for such Distribution Date, and (ii) the product of (x) the sum of the Collateral Group 1 Collateral Deficiency and the Collateral Group 2 Collateral Deficiency for such Distribution Date and (y) a fraction the numerator of which is the Category 1 Collateral Excess for such Distribution Date and the denominator of which is the sum of the Collateral Group 1 Collateral Excess, the Collateral Group 2 Collateral Excess and the Category 1 Collateral Excess for such Distribution Date.

Category 1 Net WAC Rate: With respect to any Distribution Date and the Category 1 Mortgage Loans, the weighted average of the Net Mortgage Rates as of the Cut-off Date of the Category 1 Mortgage Loans, weighted on the basis of their Scheduled Principal Balances as of the first day of the related Due Period.

Category 2C Net WAC Rate: With respect to any Distribution Date and the Category 2C Mortgage Loans, the weighted average of the Net Mortgage Rates as of the Cut-off Date of the Category 2C Mortgage Loans, weighted on the basis of their Scheduled Principal Balances as of the first day of the related Due Period.

Category 2A Mortgage Loans: Each Category 2 Mortgage Loan having a Cut-off Date Net Mortgage Rate less than 6.000% per annum.

Category 2B Mortgage Loan: Each Category 2 Mortgage Loan having a Cut-off Date Net Mortgage Rate greater than or equal to 6.00% per annum and less than 6.500% per annum.

Category 2C Mortgage Loan: Each Category 2 Mortgage Loan having a Cut-off Date Net Mortgage Rate greater than or equal to 6.50% per annum.

Category 1 Senior Principal Distribution Amount: With respect to any Distribution Date, (a) the sum of the following amounts:

- (i) the applicable Senior Percentage for Category 1 multiplied by the sum of all amounts described in clause (a) of the definition of Principal Distributable Amount for each Category 1 Mortgage Loan;
- (ii) the applicable Senior Prepayment Percentage for Category 1 multiplied by the sum of all amounts described in clauses (b) through (f) of the definition of Principal Distributable Amount for each Category 1 Mortgage Loan;
- (iii) the Category 1 Cross Payment Addition for such Distribution Date, if any;

minus (b) the Category 1 Cross Payment Reduction for such Payment Date, if any;

provided, however, that on any Distribution Date on which the certificate principal balance of the Class 2A-1 and Class 2A-2 Certificates have been reduced to zero, the Category 1 Senior Principal Distribution Amount shall be calculated pursuant to clauses (a) (i) and (ii) the above formula based on all the mortgage loans in the mortgage pool as opposed to the Category 1 Mortgage Loans.

Category 1 Subordinate Principal Distribution Amount: With respect to any Distribution Date, the sum of the following amounts:

(i) the applicable Subordinate Percentage for Category 1 multiplied by the sum of all amounts described in clause (a) of the definition of Principal Distributable Amount for each Category 1 Mortgage Loan; and

(ii) the applicable Subordinate Prepayment Percentage for Category 1 multiplied by the sum of all amounts described in clauses (b) through (f) of the definition of Principal Distributable Amount for each Category 1 Mortgage Loan;

provided, however, that on any Distribution Date on which the Certificate Principal Balances of the Class A Principal Certificates related to Collateral Group 1 and Collateral Group 2 have been reduced to zero, the Category 1 Subordinate Principal Distribution Amount shall be calculated pursuant to clauses (i) and (ii) of the above formula based on all the Mortgage Loans in the mortgage pool as opposed to the Category 1 Mortgage Loans.

Category 1 Subordination Balance: For any Distribution Date, the excess, if any, of the aggregate Scheduled Principal Balance of the Category 1 Mortgage Loans as of the first day of the related Due Period over the sum of Certificates Principal Balance of the Class 1A-F Certificates on the day immediately prior to such Distribution Date.

Category 2 Subordination Balance: For any Distribution Date, the sum of the Collateral Group 1 Subordination Balance and the Collateral Group 2 Subordination Balance.

Category 1 Weighted Average Excess Rate: With respect to any Distribution Date, a rate equal to the product of (i) the weighted average of the Excess Rates of the Category 1 Mortgage Loans that are Rate-Increased Mortgage Loans, weighted on the basis of the Scheduled Principal Balance of such Mortgage Loans as of the first day of the related Due Period and (ii) a fraction, the numerator of which is the aggregate Scheduled Principal Balance of the Category 1 Mortgage Loans that are Rate-Increased Mortgage Loans and the denominator of which is the aggregate Scheduled Principal Balance of all Category 1 Mortgage Loans outstanding, in each case as of the first day of the related Due Period.

Category 2 Weighted Average Excess Rate: For any Distribution Date, a rate equal to the product of (i) the weighted average of the Excess Rates of the Category 2 Mortgage Loans that are Rate-Increased Mortgage Loans, weighted on the basis of the Scheduled Principal Balance of such Mortgage Loans as of the first day of the related Due Period and (ii) a fraction, the numerator of which is the aggregate Scheduled Principal Balance of the Category 2 Mortgage

Loans that are Rate-Increased Mortgage Loans and the denominator of which is the aggregate Scheduled Principal Balance of all Category 2 Mortgage Loans outstanding, in each case as of the first day of the related Due Period.

Certificate: Any one of the Certificates executed and authenticated by the Trustee in substantially the forms attached hereto as exhibits.

Certificate Principal Balance: With respect to any Distribution Date, a class of Certificates, other than the Interest Only Certificates, the Class RM Certificates and Class R Certificates, the aggregate principal balance of such class of Certificates on the Closing Date reduced by the sum of (i) all amounts previously distributed to holders of such class of Certificates as payments of principal (excluding payments reimbursing allocated Realized Losses to the Certificates) and (ii) the amount of any Realized Losses allocated to such class (taking into account any increases in the Certificate Principal Balance thereof due to the receipt of Subsequent Recoveries).

Certificate Owner: With respect to a Book-Entry Certificate, the Person who is the beneficial owner of such Book-Entry Certificate.

Certificate Register: The register maintained pursuant to Section 5.02 hereof.

Certificateholder or Holder: The person in whose name a Certificate is registered in the Certificate Register, except that, solely for the purpose of giving any consent pursuant to this Agreement, any Certificate registered in the name of the Depositor or any affiliate of the Depositor shall be deemed not to be an Outstanding Certificate and the Percentage Interest evidenced thereby shall not be taken into account in determining whether the requisite amount of Percentage Interests necessary to effect such consent has been obtained; provided, however, that if any such Person (including the Depositor) owns 100% of the Percentage Interests evidenced by a Class of Certificates, such Certificates shall be deemed to be an Outstanding Certificate for purposes of any provision hereof (other than the second sentence of Section 10.01 hereof) that requires the consent of the Holders of Certificates of a particular Class as a condition to the taking of any action hereunder. The Trustee is entitled to rely conclusively on a certification of the Depositor or any affiliate of the Depositor in determining which Certificates are registered in the name of an affiliate of the Depositor.

Class: All Certificates bearing the same class designation as set forth in the Preliminary Statement.

Class B Specified Subordinate Principal Distribution Amount: With respect to a Class of Class B Certificates and any Distribution Date, the product of (i) a fraction, the numerator of which is the Class Certificate Balance of such Class of Class B Certificates immediately preceding such Distribution Date and the denominator of which is the aggregate Class Certificate Balances of all the Subordinate Certificates immediately preceding such Distribution Date and (ii) the Subordinate Principal Distribution Amount for such Distribution Date.

Class Certificate Balance: With respect to any Class and as to any date of determination, the aggregate of the Certificate Principal Balances of all Certificates of such Class as of such date.

Class Interest Shortfall Carryforward Amount: With respect to any Distribution Date and a Class of Certificates, other than the Class RM Certificates and the Residual Certificates, the amount by which the Interest Distribution Amount for such Class for the immediately preceding Distribution Date exceeded the amount of interest actually distributed on such Class on such Distribution Date pursuant to Section 4.03 hereof.

Class 1A-S Interest Distribution Amount: With respect to the Class 1A-S Certificate and any Distribution Date, the sum of (i) interest accrued during the related Interest Accrual Period at one-twelfth of the Pass-Through Rate for the Class 1A-S Certificates on such Distribution Date multiplied by the Notional Amount thereof for such Distribution Date, less (ii) the interest shortfall amount allocated to such Class on such Distribution Date as provided in Section 4.03(b), plus (iii) any such accrued and unpaid interest from prior Distribution Dates.

Class 2A-IO Interest Distribution Amount: With respect to the Class 2A-IO Certificate and any Distribution Date, the sum of (i) interest accrued during the related Interest Accrual Period at one-twelfth of the Pass-Through Rate for the Class 2A-IO Certificates on such Distribution Date multiplied by the Notional Amount thereof for such Distribution Date, less (ii) the interest shortfall amount allocated to such Class on such Distribution Date as provided in Section 4.03(b), plus (iii) any such accrued and unpaid interest from prior Distribution Dates.

Class M Specified Subordinate Principal Distribution Amount: With respect to the Class M Certificates and any Distribution Date, the product of (i) a fraction, the numerator of which is the Certificate Principal Balance of the Class M Certificates immediately preceding such Distribution Date and the denominator of which is the aggregate Certificate Principal Balance of all the Subordinate Certificates immediately preceding such Distribution Date and (ii) the Subordinate Principal Distribution Amount for such Distribution Date.

Class 2A-1 Percentage: With respect to any Distribution Date and (i) a Category 2A Mortgage Loan, the related Cut-off Date Net Mortgage Rate, divided by 6.00%, or (ii) a Category 2B Mortgage Loan, 6.500% minus the related Net Mortgage Rate in effect as of the Cut-off Date, divided by 0.500%.

Class 2A-2 Percentage: With respect to any Distribution Date and (i) a Category 2B Mortgage Loan, the positive difference, expressed as a percentage, between (x) 1.00 and (y) 6.500% minus the related Cut-off Date Net Mortgage Rate, divided by 0.500% and (ii) a Category 2C Mortgage Loan, 100%.

Class PO Deferred Amount: With respect to any Distribution Date, the sum of (i) the amount, if any, by which (x) the applicable Class PO Percentage of the outstanding principal balances of each Category 2A Mortgage Loan that became a liquidated mortgage loan during the related Prepayment Period exceeds (y) the applicable Class PO Percentage of the principal portion of the net liquidation proceeds collected with respect to such Category 2A Mortgage Loans and (ii) any unpaid Class PO Deferred Amounts from previous Distribution Dates.

Class PO Percentage: With respect to (i) each Category 2A Mortgage Loan, 6.00% minus the related Net Mortgage Rate in effect as of the Cut-off Date, divided by 6.00% and (ii) any Mortgage Loan other than a Category 2A Mortgage Loan, 0%.

Class PO Principal Distribution Amount: With respect to any Distribution Date, the sum of the following with respect to each Category 2A Mortgage Loan: the product of (x) the applicable Class PO Percentage for such Category 2A Mortgage Loan and (y) all amounts described in the definition of Principal Distributable Amount attributable to such Category 2A Mortgage Loan.

Class R Certificate: Any one of the Class R Certificates evidencing the ownership of the Class R-I Interest, the Class R-II Interest and the Class R-III Interest.

Class R-I Interest: The uncertificated Residual Interest in REMIC I.

Class R-II Interest: The uncertificated Residual Interest in REMIC II.

Class R-III Interest: The uncertificated Residual Interest in REMIC IV.

Class RM Certificate: Any one of the Class RM Certificates evidencing the ownership of the Class RM-1 Component and the Class RM-2 Component.

Class RM-1 Component: The interest bearing component of the Class RM Certificates which relates to the Category 1 Mortgage Loans.

Class RM-2 Component: The interest bearing component of the Class RM Certificates which relates to the Category 2 Mortgage Loans.

Class RM Interest Distribution Amount: For any Distribution Date and a Component of the Class RM Certificates, the sum of (i) one-twelfth of the Pass-Through Rate for such Component of Class RM Certificates on such Distribution Date multiplied by the Notional Amount for such Component for such Distribution Date, plus (ii) any such accrued and unpaid interest from prior Distribution Dates.

Class 2A-1 Senior Principal Distribution Amount: With respect to any Distribution Date, (a) the sum of the following amounts:

(i) the Senior Percentage for Collateral Group 1 for such Distribution Date multiplied by the sum of all amounts described in clause (a) of the definition of Principal Distributable Amount for the portion of each each Category 2 Mortgage Loan included in Collateral Group 1;

(ii) the Senior Prepayment Percentage for Collateral Group 1 for such Distribution Date multiplied by the sum of all amounts described in clauses (b) through (f) of the definition of Principal Distributable Amount for the portion of each Category 2 Mortgage Loan included in Collateral Group 1;

(iii) any Collateral Group 1 Cross Payment Addition for such Distribution Date;

minus

(b) any Collateral Group 1 Cross Payment Reduction for such Distribution Date;

provided, however, that on any Distribution Date on which the certificate principal balance of the Class 1A-F and Class 2A-2 Certificates have been reduced to zero, the Class 2A-1 Senior Principal Distribution Amount shall be calculated pursuant to clauses (i) and (ii) of the above formula based on all the mortgage loans in the mortgage pool as opposed to the Category 2 Mortgage Loans included in Collateral Group 1.

Class 2A-2 Senior Principal Distribution Amount: With respect to any Distribution Date,
(a) the sum of the following amounts:

- (i) the applicable Senior Percentage for Collateral Group 2 multiplied by the sum of all amounts described in clause (a) of the definition of Principal Distributable Amount for each Category 2 Mortgage Loan or portion thereof included in Collateral Group 2;
- (ii) the Senior Prepayment Percentage for Collateral Group 2 multiplied by the sum of all amounts described in clauses (b) through (f) of the definition of Principal Distributable Amount for each Category 2 Mortgage Loan or portion thereof included in Collateral Group 2;
- (iii) any Collateral Group 2 Cross Payment Addition for such Distribution Date;

minus

(b) any Collateral Group 2 Cross Payment Reduction for such Distribution Date;

provided, however, that on any Distribution Date on which the certificate principal balance of the Class 1A-F and Class 2A-1 Certificates have been reduced to zero, the Class 2A-2 Senior Principal Distribution Amount shall be calculated pursuant to clauses (i) and (ii) of the above formula based on all the mortgage loans in the mortgage pool as opposed to the Category 2 Mortgage Loans include in Collateral Group 2.

Closing Date: March 31, 2005.

Code: The Internal Revenue Code of 1986, as amended.

Collection Account: The separate Eligible Account or Accounts created and maintained by the Master Servicer pursuant to Section 3.05 with a depository institution in the name of the Master Servicer for the benefit of the Trustee on behalf of Certificateholders and designated "Countrywide Home Loans, Inc. in trust for the registered holders of CWMBs Reperforming Loan REMIC Trust 2005-R1 Certificates, Series 2005-R1".

Collateral Group: Collateral Group P, Collateral Group 1 or Collateral Group 2, as the context requires.

Collateral Group P: With respect to any Distribution Date, the portion of each Category 2A Mortgage Loan equal to the related Class PO Percentage thereof.

Collateral Group 1: With respect to any Distribution Date, the portion of each Category 2A Mortgage Loan equal to the related Class 2A-1 Percentage thereof and the portion of each Category 2B Mortgage Loan equal to the related Class 2A-1 Percentage thereof.

Collateral Group 2: With respect to any Distribution Date, the portion of each Category 2B Mortgage Loan equal to the related Class 2A-2 Percentage thereof and the portion of each Category 2C Mortgage Loan equal to the related Class 2A-2 Percentage thereof.

Collateral Group 1 Collateral Deficiency: With respect to any Distribution Date, the excess, if any, of (i) the aggregate outstanding Class Certificate Balance of the Class 2A-1 Certificates for such Distribution Date (after giving effect on that date to the application thereto clauses (a)(i) and (ii) of the definition of Class 2A-1 Senior Principal Distribution Amount) *over* (ii) the sum of the Scheduled Principal Balances, as of the last day of the related Due Period, of the portions of the Category 2 Mortgage Loans include in Collateral Group 1.

Collateral Group 2 Collateral Deficiency: With respect to any Distribution Date, the excess, if any, of (i) the aggregate outstanding Class Certificate Balance of the Class 2A-2 Certificates for such Distribution Date (after giving effect on that date to the application thereto clauses (a)(i) and (ii) of the definition of Class 2A-2 Senior Principal Distribution Amount) *over* (ii) the sum of the Scheduled Principal Balances, as of the last day of the related Due Period, of the portions of the Category 2 Mortgage Loans included in Collateral Group 2.

Collateral Group 1 Collateral Excess: With respect to any Distribution Date, the lesser of (i) the excess, if any, of (1) the sum of the Scheduled Principal Balances, as of the last day of the related Due Period, of the portions of the Category 2 Mortgage Loans included in Collateral Group 1 *over* (2) the aggregate outstanding Class Certificate Balance of the Class 2A-1 Certificates for such Distribution Date (after giving effect on that date to the application thereto of clauses (a)(i) and (ii) of the definition of Class 2A-1 Senior Principal Distribution Amount) and (ii) the aggregate of items (a)(i) and (ii) of the definition of Class 2A-1 Senior Principal Distribution Amount for such Distribution Date.

Collateral Group 2 Collateral Excess: With respect to any Distribution Date, the lesser of (i) the excess, if any, of (1) the sum of the Scheduled Principal Balances, as of the last day of the related Due Period, of the portions of the Category 2 Mortgage Loans included in Collateral Group 2 *over* (2) the aggregate outstanding Class Certificate Balance of the Class 2A-2 Certificates for such Distribution Date (after giving effect on that date to the application thereto of clauses (a)(i) and (ii) of the definition of Class 2A-2 Senior Principal Distribution Amount) and (ii) the aggregate of items (a)(i) and (ii) of the definition of Class 2A-2 Senior Principal Distribution Amount for such Distribution Date.

Collateral Group 1 Cross Payment Addition: With respect to any Distribution Date, an amount equal to the lesser of (i) the Collateral Group 1 Collateral Deficiency for such Distribution Date, and (ii) the product of (x) the sum of the Collateral Group 2 Collateral Excess

and the Category 1 Collateral Excess and (y) a fraction, the numerator of which is the Collateral Group 1 Collateral Deficiency for such Distribution Date and the denominator of which is the sum of the Collateral Group 1 Collateral Deficiency, the Collateral Group 2 Collateral Deficiency and the Category 1 Collateral Deficiency.

Collateral Group 2 Cross Payment Addition: With respect to any Distribution Date, an amount equal to the lesser of (i) the Collateral Group 2 Collateral Deficiency for such Distribution Date, and (ii) the product of (x) the sum of the Collateral Group 1 Collateral Excess and the Category 1 Collateral Excess and (y) a fraction, the numerator of which is the Collateral Group 2 Collateral Deficiency for such Distribution Date and the denominator of which is the sum of the Collateral Group 1 Collateral Deficiency, the Collateral Group 2 Collateral Deficiency and the Category 1 Collateral Deficiency.

Collateral Group 1 Cross Payment Reduction: With respect to any Distribution Date, the lesser of (i) the Collateral Group 1 Collateral Excess for such Distribution Date, and (ii) the product of (x) the sum of the Collateral Group 2 Collateral Deficiency and the Category 1 Collateral Deficiency for such Distribution Date and (y) a fraction the numerator of which is the Collateral Group 1 Collateral Excess for such Distribution Date and the denominator of which is the sum of the Collateral Group 1 Collateral Excess, the Collateral Group 2 Collateral Excess and the Category 1 Collateral Excess for such Distribution Date.

Collateral Group 2 Cross Payment Reduction: With respect to any Distribution Date, the lesser of (i) the Collateral Group 2 Collateral Excess for such Distribution Date, and (ii) the product of (x) the sum of the Collateral Group 1 Collateral Deficiency and the Category 1 Collateral Deficiency for such Distribution Date and (y) a fraction the numerator of which is the Collateral Group 2 Collateral Excess for such Distribution Date and the denominator of which is the sum of the Collateral Group 1 Collateral Excess, the Collateral Group 2 Collateral Excess and the Category 1 Collateral Excess for such Distribution Date.

Collateral Group 1 Subordinate Principal Distribution Amount: With respect to any Distribution Date, the sum of the following amounts:

(i) the Subordinate Percentage for Collateral Group 1 for such Distribution Date multiplied by all amounts described in clause (a) of the definition of Principal Distributable Amount for each portion of the Category 2 Mortgage Loans included in Collateral Group 1;

(ii) the Subordinate Prepayment Percentage for Collateral Group 1 for such Distribution Date multiplied by all amounts described in clauses (b) through (f) of the definition of Principal Distributable Amount for each each portion of the Category 2 Mortgage Loans included in Collateral Group 1;

provided, however, that on any Distribution Date on which the Certificate Principal Balances of the Class A Principal Certificates related to Category 1 and Collateral Group 2 have been reduced to zero, the Collateral Group 1 Subordinate Principal Distribution Amount shall be calculated pursuant to clauses (i) and (ii) of the above formula based on all the Mortgage Loans

in the mortgage pool as opposed to the Category 2 Mortgage Loans included in Collateral Group 1.

Collateral Group 2 Subordinate Principal Distribution Amount: With respect to any Distribution Date, the sum of the following amounts:

(i) the applicable Subordinate Percentage for Collateral Group 2 multiplied by the sum of all amounts described in clause (a) of the definition of Principal Distributable Amount for each Category 2 Mortgage Loan included in Collateral Group 2;

(ii) the Subordinate Prepayment Percentage for Collateral Group 2 multiplied by the sum of all amounts described in clauses (b) through (f) of the definition of Principal Distributable Amount for each Category 2B Mortgage Loan included in Collateral Group 2;

provided, however, that on any Distribution Date on which the Certificate Principal Balances of the Class A Principal Certificates related to Category 1 and Collateral Group 1 have been reduced to zero, the Collateral Group 2 Subordinate Principal Distribution Amount shall be calculated pursuant to clauses (i) and (ii) of the above formula based on all the Mortgage Loans in the mortgage pool as opposed to the Category 2 Mortgage Loans included in Collateral Group 2.

Collateral Group 1 Subordination Balance: For any Distribution Date, the excess, if any, of the aggregate Scheduled Principal Balance of the Category 2 Mortgage Loans or portions thereof included in Collateral Group 1 as of the first day of the related Due Period over the Certificates Principal Balance of the Class 2A-1 Certificates on the day immediately prior to such Distribution Date.

Collateral Group 2 Subordination Balance: For any Distribution Date, the excess, if any, of the aggregate Scheduled Principal Balance of the Category 2 Mortgage Loans or portions thereof included in Collateral Group 2 as of the first day of the related Due Period over the Certificates Principal Balance of the Class 2A-2 Certificates on the day immediately prior to such Distribution Date.

Compensating Interest: With respect to any Distribution Date, payments as defined in Section 4.02.

Corporate Trust Office: The designated office of the Trustee at which at any particular time its corporate trust business with respect to this Agreement shall be administered, which office at the date of the execution of this Agreement is for Certificate transfer purposes, at 101 Barclay Street, Floor 8 West, New York, New York 10286, Attn: Corporate Trust, MBS Administration-CWMBS Reperforming Loan REMIC Trust Certificates, Series 2005-R1.

Corresponding Certificate: With respect to REMIC II Regular Interest LT2-F1 and REMIC II Regular Interest LT2-F2, the Class 1A-F1 Certificates and the Class 1A-F2 Certificates, respectively.

Countrywide: Countrywide Home Loans, Inc., a New York corporation and its successors and assigns.

Countrywide Servicing: Countrywide Home Loans Servicing LP and its successors and assigns.

Custodian: The Bank of New York or, if a successor is appointed to either, such successor.

Cut-off Date: March 1, 2005.

Cut-off Date Net Mortgage Rate: With respect to any Mortgage Loan (or related REO Property), the Net Mortgage Rate thereof in effect as of the Cut-off Date.

Cut-off Date Pool Principal Balance: \$590,165,408.32

Cut-off Date Principal Balance: With respect to any Mortgage Loan, the unpaid principal balance of that Mortgage Loan as specified in the amortization schedule at the Cut-off Date (before any adjustment to such amortization schedule by reason of any moratorium or similar waiver or grace period) after giving effect to the payment of principal due on the Cut-off Date, irrespective of any delinquency in payment by the related mortgagor, and any previous unscheduled payments received allocable to principal (other than with respect to any liquidated mortgage loan).

Debt Service Reduction: With respect to any Mortgage Loan, a reduction by a court of competent jurisdiction in a proceeding under the Bankruptcy Code in the Monthly Payment for such Mortgage Loan which became final and non-appealable, except such a reduction resulting from a Deficient Valuation or any reduction that results in a permanent forgiveness of principal.

Defective Mortgage Loan: Any Mortgage Loan that is required to be repurchased pursuant to Section 2.02 or 2.03.

Deficient Valuation: With respect to any Mortgage Loan, a valuation by a court of competent jurisdiction of the Mortgaged Property in an amount less than the then-outstanding indebtedness under the Mortgage Loan, or any reduction in the amount of principal to be paid in connection with any Monthly Payment that results in a permanent forgiveness of principal, which valuation or reduction results from an order of such court which is final and non-appealable in a proceeding under the Bankruptcy Code.

Definitive Certificates: Any Certificate evidenced by a Physical Certificate and any Certificate issued in lieu of a Book-Entry Certificate pursuant to Section 5.02(e).

Delay Delivery Certification: As defined in Section 2.02(a) hereof.

Delay Delivery Mortgage Loans: As defined in Section 2.01(c) hereof.

Deleted Mortgage Loan: As defined in Section 2.03(c) hereof.

Denomination: With respect to each Certificate, the amount set forth on the face thereof as the “Initial Certificate Principal Balance of this Certificate” or the “Initial Notional Amount of this Certificate” or, if neither of the foregoing, the Percentage Interest appearing on the face thereof.

Depositor: CWMBS, Inc., a Delaware corporation, or its successor in interest.

Depository: The initial Depository shall be The Depository Trust Company, the nominee of which is Cede & Co., as the registered Holder of the Book-Entry Certificates. The Depository shall at all times be a “clearing corporation” as defined in Section 8-102(a)(5) of the Uniform Commercial Code of the State of New York.

Depository Participant: A broker, dealer, bank or other financial institution or other Person for whom from time to time a Depository affects book-entry transfers and pledges of securities deposited with the Depository.

Determination Date: With respect to any Distribution Date, the close of business on the 1st day of the calendar month in which such Distribution Date occurs or, if such 1st day is not a Business Day, the Business Day immediately succeeding such 1st day.

Distribution Account: The separate Eligible Account created and maintained by the Trustee pursuant to Section 3.05 in the name of the Trustee for the benefit of the Certificateholders and designated “The Bank of New York, in trust for registered holders of CWMBS Reperforming Loan REMIC Trust Certificates, Series 2005-R1.” Funds in the Distribution Account shall be held in trust for the Certificateholders for the uses and purposes set forth in this Agreement.

Distribution Date: The 25th day of each calendar month after the initial issuance of the Certificates, or if such 25th day is not a Business Day, the next succeeding Business Day, commencing in April 2005.

Due Date: With respect to any Distribution Date, the first day of the month in which the related Distribution Date occurs.

Due Period: With respect to any Distribution Date, the period commencing on the second day of the month preceding the month in which such Distribution Date occurs and ending on the first day of the month in which such Distribution Date occurs.

Eligible Account: Any of (i) an account or accounts maintained with a federal or state chartered depository institution or trust company the short-term unsecured debt obligations of which (or, in the case of a depository institution or trust company that is the principal subsidiary of a holding company, the debt obligations of such holding company) have the highest short-term ratings of each Rating Agency at the time any amounts are held on deposit therein, or (ii) a trust account or accounts maintained with (a) the trust department of a federal or state chartered depository institution or (b) a trust company, acting in its fiduciary capacity or (iii) any other account acceptable to each Rating Agency. Eligible Accounts may bear interest, and may include, if otherwise qualified under this definition, accounts maintained with the Trustee.

ERISA: The Employee Retirement Income Security Act of 1974, as amended.

Escrow Account: The Eligible Account or Accounts established and maintained pursuant to Section 3.06(a) hereof.

Event of Default: As defined in Section 7.01 hereof.

Excess Proceeds: With respect to a Prepayment Period, the amount, if any, by which the sum of all Liquidation Proceeds received during such Prepayment Period net of any amounts previously reimbursed to the Master Servicer as Nonrecoverable Advance(s) pursuant to Section 3.08(a)(xi) with respect to the Mortgage Loans that became Liquidated Mortgage Loans during such Prepayment Period, exceeds (i) the aggregate unpaid principal balance (as of the Due Date in the month in which such Mortgage Loans became a Liquidated Mortgage Loans) of the Liquidated Mortgage Loans that became Liquidated Mortgage Loans during such Prepayment Period plus (ii) accrued interest at the related Mortgage Rate from the Due Date as to which interest was last paid or advanced (and not reimbursed) to Certificateholders up to the Due Date applicable to the Distribution Date immediately following the calendar month during which such liquidation occurred.

Excess Rate: With respect to any Rate-Increased Mortgage Loan and a Distribution Date, the positive difference, if any, of (i) the Net Mortgage Rate of such Mortgage Loan as of the first day of the related Due Period over (ii) the Net Mortgage Rate of such Mortgage Loan as of the Cut-off Date.

FDIC: The Federal Deposit Insurance Corporation, or any successor thereto.

FHA: The Federal Housing Administration, an agency within HUD.

FHA Approved Mortgagee: Those institutions that are approved by FHA to act as servicer and mortgagee of record pursuant to FHA Regulations.

FHA Insurance Contract or FHA Insurance: The contractual obligation of FHA respecting the insurance of an FHA Loan pursuant to the National Housing Act, as amended.

FHA Loan: A Mortgage Loan that is the subject of an FHA Insurance Contract as evidenced by a Mortgage Insurance Certificate.

FHA Regulations: Regulations promulgated by HUD under the National Housing Act, codified in 24 Code of Federal Regulations, and other HUD issuances relating to FHA Loans, including the related handbooks, circulars, notices and mortgagee letters.

FHLMC: The Federal Home Loan Mortgage Corporation, a corporate instrumentality of the United States created and existing under Title III of the Emergency Home Finance Act of 1970, as amended, or any successor thereto.

Final Certification: As defined in Section 2.02(a) hereof.

FIRREA: The Financial Institutions Reform, Recovery, and Enforcement Act of 1989.

GNMA: The Government National Mortgage Association.

HUD: The United States Department of Housing and Urban Development, or any successor thereto and including the Federal Housing Commissioner and the Secretary of Housing and Urban Development where appropriate under the FHA Regulations.

Indirect Participant: A broker, dealer, bank or other financial institution or other Person that clears through or maintains a custodial relationship with a Depository Participant.

Initial Aggregate Senior Percentage: 97.1410909983%

Initial Certification: As defined in Section 2.02(a) hereof.

Initial Purchaser: Countrywide Securities Corporation.

Insurance Policy: With respect to any Mortgage Loan included in the Trust Fund, any insurance policy, including all riders and endorsements thereto in effect, including any replacement policy or policies for any insurance policies and the related Agency Insurance Agreements.

Insurance Proceeds: Proceeds paid by an insurer pursuant to any Insurance Policy, in each case other than any amount included in such Insurance Proceeds in respect of Insured Expenses.

Insured Expenses: Expenses covered by an Insurance Policy or any other insurance policy with respect to the Mortgage Loans.

Interest Accrual Period: With respect to any Distribution Date and (i) each Class of Certificates (other than the Class 1A-F Certificates, the Class 2A-PO Certificates and the Residual Certificates), the calendar month prior to the month of such Distribution Date or (ii) the Class 1A-F Certificates, the period beginning with the 25th day of the month prior to the month in which such Distribution Date occurs and ending on the 24th day of the month of such Distribution Date. Interest on all classes of interest-bearing Certificates shall be calculated based on a 360-day year consisting of twelve 30-day months.

Interest Distributable Amount: With respect to any Distribution Date and a Category of Mortgage Loans, that portion of the Available Distribution Amount for such Distribution Date allocable to interest collected or advanced in respect of the Mortgage Loans of such Category less the Trustee Fee with respect to such Category of Mortgage Loans for such Distribution Date and the Class RM Interest Distribution Amount for such Distribution Date related to the Component of the Class RM Certificates related to such Category of Mortgage Loans.

Interest Distribution Amount: With respect to a Class of interest-bearing Certificates and a Distribution Date, the Senior Interest Distribution Amount, the Class 1A-S Interest Distribution Amount, the Class 2A-IO Interest Distribution Amount, the Class RM Interest Distribution Amount or the Subordinate Interest Distribution Amount, as applicable, payable to such Class on such Distribution Date.

Interest Only Certificates: As specified in the Preliminary Statement.

Interest Rate: With respect to each Subsidiary REMIC Interest, the applicable rate set forth or calculated in the manner described in the Preliminary Statement.

Latest Possible Maturity Date: The Distribution Date in March 2035 that is the 360th Distribution Date.

LIBOR: The one month rate which appears on the Moneyline Telerate System, page 3750 or such comparable system as is used to quote LIBOR, as of 11:00 a.m., London time on the related LIBOR Determination Date as determined by the Trustee. If such rate is not provided, LIBOR shall mean the rate determined by the Trustee (or a calculation agent on its behalf) in accordance with the following procedure:

- (i) The Trustee on the LIBOR Determination Date will request the principal London offices of each of four major reference banks in the London interbank market, as selected by the Trustee, to provide the Trustee with its offered quotation for deposits in United States dollars for the upcoming one-month period, commencing on the second LIBOR Business Day immediately following such LIBOR Determination Date, to prime banks in the London interbank market at approximately 11:00 a.m. London time on such LIBOR Determination Date and in a principal amount that is representative for a single transaction in United States dollars in such market at such time. If at least two such quotations are provided, LIBOR determined on such LIBOR Determination Date will be the arithmetic mean of such quotations.
- (ii) If fewer than two quotations are provided, LIBOR determined on such LIBOR Determination Date will be the arithmetic mean of the rates quoted at approximately 11:00 a.m. in New York City on such LIBOR Determination Date by three major banks in New York City selected by the Trustee for one-month United States dollar loans to lending European banks, in a principal amount that is representative for a single transaction in United States dollars in such market at such time; provided, however, that if the banks so selected by the Trustee are not quoting as mentioned in this sentence, LIBOR determined on such LIBOR Determination Date will continue to be LIBOR as then currently in effect on such LIBOR Determination Date.

LIBOR Business Day: Any day on which banks in London and New York are open for conducting transactions in currencies and exchange.

LIBOR Determination Date: With respect to any Distribution Date, the second LIBOR Business Day before the first day of the related Interest Accrual Period of the Class 1A-F Certificates.

LIBOR Rate: With respect to any Distribution Date, one-month LIBOR for such Distribution Date plus 0.36%.

Liquidated Mortgage Loan: With respect to any Distribution Date, a defaulted Mortgage Loan (including any REO Property) which was liquidated in the calendar month preceding the month of such Distribution Date and as to which the Master Servicer has determined (in accordance with this Agreement) that it has received all amounts it expects to receive in connection with the liquidation of such Mortgage Loan, including the final disposition of an REO Property.

Liquidation Proceeds: Amounts, including Insurance Proceeds, received in connection with the partial or complete liquidation of defaulted Mortgage Loans, whether through trustee's sale, foreclosure sale or otherwise or amounts received in connection with any condemnation or partial release of a Mortgaged Property, any other proceeds received in connection with any REO Property, any Chase Payments and any GMAC Payments, less the sum of related unreimbursed Servicing Fees, Servicing Advances and Monthly Advances and after giving effect to payment of unreimbursed liquidation expenses and payment in full of any outstanding arrearages in connection with such Mortgage Loan.

Loan Data Remittance Date: The 15th day of each calendar month, or if such 15th day is not a Business Day, the next succeeding Business Day.

Loan Guaranty Certificate: The certificate evidencing a VA Guaranty Agreement.

Loan-to-Value Ratio: With respect to any Mortgage Loan and as to any date of determination, the fraction (expressed as a percentage) the numerator of which is the principal balance of the related Mortgage Loan at such date of determination and the denominator of which is the Appraised Value of the related Mortgaged Property.

Lost Mortgage Note: Any Mortgage Note the original of which was permanently lost or destroyed and has not been replaced.

Majority in Interest: As to any Class of Regular Certificates, the Holders of Certificates of such Class evidencing, in the aggregate, at least 51% of the Percentage Interests evidenced by all Certificates of such Class.

Master Serviced Mortgage Loan: Each Mortgage Loan that is directly serviced by a servicer other than the Master Servicer.

Master Servicer: Countrywide Home Loans Servicing LP, a Texas limited partnership, and its successors and assigns, in its capacity as master servicer hereunder.

Master Servicer Remittance Date: The 24th day of each month or, if such 24th day is not a Business Day, the preceding Business Day.

Master Servicing Fee Rate: With respect to each Master Serviced Mortgage Loan, 0.000% per annum.

MERS: Mortgage Electronic Registration Systems, Inc., a corporation organized and existing under the laws of the State of Delaware, or any successor thereto.

MERS Mortgage Loan: Any Mortgage Loan registered with MERS on the MERS® System.

MERS® System: The system of recording transfers of mortgages electronically maintained by MERS.

MIN: The Mortgage Identification Number for any MERS Mortgage Loan.

Missing Document: As defined in Section 2.01

Monthly Advance: As to any Distribution Date, the payment required to be made by the Master Servicer with respect to any Distribution Date pursuant to Section 4.01, the amount of any such payment being equal to the aggregate of payments of principal and interest (net of the Servicing Fee and net of any net income in the case of any REO Property) on the Mortgage Loans that were due on the immediately preceding Due Date and not received by the Master Servicer, as of the close of business on the related Determination Date, less the aggregate amount of any such delinquent payments that the Master Servicer has determined would constitute a Nonrecoverable Advance if advanced.

Monthly Payment: The scheduled monthly payment on a Mortgage Loan due on any Due Date allocable to principal and/or interest on such Mortgage Loan which, unless otherwise specified herein, shall give effect to any related Debt Service Reduction and any Deficient Valuation that effects the amount of the monthly payment due on such Mortgage Loan.

Monthly Statement: The statement delivered to the Certificateholders pursuant to Section 4.06.

Moody's: Moody's Investors Service, Inc., or any successor thereto. If Moody's is designated as a Rating Agency in the Preliminary Statement, for purposes of Section 10.05(b) the address for notices to Moody's shall be Moody's Investors Service, Inc., 99 Church Street, New York, New York 10007, Attention: Residential Pass-Through Monitoring, or such other address as Moody's may hereafter furnish to the Depositor or the Master Servicer.

Mortgage: The mortgage, deed of trust or other instrument creating a first lien on an estate in fee simple or leasehold interest in real property securing a Mortgage Note.

Mortgage File: The mortgage documents listed in Section 2.01 hereof pertaining to a particular Mortgage Loan and any additional documents delivered to the Trustee (or the Custodian on its behalf) to be added to the Mortgage File pursuant to this Agreement.

Mortgage Insurance Certificate: The certificate evidencing an FHA Insurance Contract.

Mortgage Loans: Such of the mortgage loans transferred and assigned to the Trustee pursuant to the provisions hereof as from time to time are held as a part of the Trust Fund (including any REO Property), the mortgage loans so held being identified in the Mortgage Loan Schedule, notwithstanding foreclosure or other acquisition of title of the related Mortgaged Property.

Mortgage Loan Schedule: The list of Mortgage Loans (as from time to time amended by the Master Servicer to reflect the addition of Substitute Mortgage Loans and the deletion of Deleted Mortgage Loans pursuant to the provisions of this Agreement) transferred to the Trustee as part of the Trust Fund and from time to time subject to this Agreement, attached hereto as Schedule I, setting forth the following information with respect to each Mortgage Loan:

- (i) the loan number;
- (ii) the Mortgagor's name and the street address of the Mortgaged Property, including the zip code;
- (iii) the date of origination;
- (iv) the first Due Date;
- (v) the stated maturity date;
- (vi) the original principal balance;
- (vii) the Cut-off Date Principal Balance;
- (viii) the mortgage loan product type;
- (ix) the Monthly Payment in effect as of the Cut-off Date;
- (x) the interest "paid to date" of the mortgage loan as of the Cut-off Date;
- (xi) the lien position;
- (xii) the Loan-to-Value Ratio at origination;
- (xiii) a code indicating whether the residential dwelling at the time of origination was represented to be owner-occupied;
- (xiv) a code indicating whether the residential dwelling is either (a) a detached single family dwelling (b) a dwelling in a de minimis PUD, (c) a condominium unit or PUD (other than a de minimis PUD), (d) a two- to four-unit residential property or (e) a cooperative unit;
- (xv) the Mortgage Rate;
- (xvi) the purpose for the Mortgage Loan;
- (xvii) the type of documentation program pursuant to which the Mortgage Loan was originated, if available;
- (xviii) a code indicating whether the Mortgage Loan is a MERS Mortgage Loan;

- (xix) a code indicating whether the Mortgage Loan is conventional, insured by the FHA, guaranteed by the VA or guaranteed by the RHS;
- (xx) the original months to maturity and the remaining months to maturity;
- (xxi) the delinquency status as of the Cut-off Date;
- (xxii) the number of years the prepayment penalty, if any, is in effect;
- (xxiii) the MIN;
- (xxiv) the Servicing Fee Rate;
- (xxv) the Trustee Fee Rate;
- (xxvi) the sub-servicer or primary servicer of the Mortgage Loan;
- (xxvii) the name of the originator or seller to the Seller of the Mortgage Loan;
- (xxviii) the amount of any Arrearage, if any;
- (xxix) a code indicating if the Mortgage File with respect to such Mortgage Loan has a Missing Document; and
- (xxx) a code indicating in which Category the Mortgage Loan will be included.

Such schedule shall also set forth the total of the amounts described under (vi) and (vii) above for all of the Mortgage Loans.

Mortgage Note: The original executed note or other evidence of indebtedness of a Mortgagor under a Mortgage Loan.

Mortgage Pool: The aggregate of the Mortgage Loans identified in the Mortgage Loan Schedule.

Mortgage Rate: The annual rate of interest borne by a Mortgage Note from time to time, net of any interest premium charged by the mortgagee to obtain or maintain any primary insurance policy.

Mortgaged Property: The underlying property securing a Mortgage Loan.

Mortgagor: The obligor(s) on a Mortgage Note.

Net Prepayment Interest Shortfalls: As to any Distribution Date and the Mortgage Loans, the amount by which the aggregate of Prepayment Interest Shortfalls with respect to such Mortgage Loans during the related Prepayment Period exceeds an amount equal to the Compensating Interest (or allocable portion thereof) payable on such Distribution Date with respect to such Mortgage Loans.

Net Mortgage Rate: With respect to any Mortgage Loan (or the related REO Property), as of any date of determination, a per annum rate of interest equal to the then applicable Mortgage Rate for such Mortgage Loan as of the first day of the month preceding the month in which the Distribution Date occurs minus the sum of (i) the Servicing Fee Rate, (ii) the Master Servicing Fee Rate and (iii) the Trustee Fee Rate.

Net WAC Rate Carryover Amount: With respect to each of the Class 1A-F1 and Class 1A-F2 Certificates and any Distribution Date, the sum of (A) the positive excess of (i) the amount of interest accrued on such Class 1A-F Certificates on such Distribution Date calculated at the related Pass-Through Rate, without giving effect to clause (ii) of the definition thereof, over (ii) the amount of interest accrued on such Class 1A-F Certificates at the Net WAC rate for such Distribution Date (such excess, the “Net WAC Shortfall”) and (B) any Net WAC Shortfall for any previous Distribution Date not previously paid, together with interest thereon at a rate equal to the related Pass-Through Rate (without giving effect to the applicable Net WAC rate) for such Class 1A-F Certificates for such Distribution Date and for such Interest Accrual Period.

Net WAC Rate Carryover Reserve Account: The account established and maintained pursuant to Section 4.05.

Non-PO Percentage: With respect to (i) each Category 1 Mortgage Loan, 100% and (ii) each Category 2 Mortgage Loan, 100% minus the related Class PO Percentage.

Nonrecoverable Advance: Any portion of a Monthly Advance or Servicing Advance made or proposed to be made by the Master Servicer that, in the good faith judgment of the Master Servicer, will not be ultimately recoverable by the Master Servicer from the related Mortgagor, related Liquidation Proceeds, related Insurance Proceeds, related Condemnation Proceeds or otherwise.

Notice of Final Distribution: The notice to be provided pursuant to Section 9.02 to the effect that final distribution on any of the Certificates shall be made only upon presentation and surrender thereof.

Notional Amount: With respect to any Distribution Date and (i) the Class 1A-S Certificates, the sum of the Certificate Principal Balance of the Class 1A-F Certificates as of the day immediately preceding such Distribution Date and the Category 1 Subordination Amount for such Distribution Date, (ii) the Class 2A-IO Certificates, sum of the outstanding principal balances of the Category 2 Mortgage Loans, as of the first day of the related Due Period, (iii) the Class RM-1 Component, the sum of the Scheduled Principal Balances of the Category 1 Mortgage Loans as of the first day of the related Due Period, (iv) the Class RM-2 Component, the sum of the Scheduled Principal Balances of the Category 2 Mortgage Loans as of the first day of the related Due Period. The Notional Amount for the first Distribution Date will be approximately \$499,716,927 with respect to the Class 1A-S Certificates, \$90,448,481 with respect to the Class 2A-IO Certificates and approximately \$499,716,927 with respect to the Class RM-1 Component and approximately \$90,448,481 with respect to the Class RM-2 Component. For federal income tax purposes, the Class 1A-S Certificates will accrue interest on a Notional Amount equal to (1) the Uncertificated Principal Balance of REMIC II Regular Interest LT2-F1, (2) the Uncertificated Principal Balance of REMIC II Regular Interest LT2-F2 and (3) the

Uncertificated Principal Balance of REMIC I Regular Interest LT2-1SUB. For federal income tax purposes, the Class 2A-IO Certificates will accrue interest on a Notional Amount equal to (1) the Uncertificated Principal Balance of REMIC II Regular Interest LT2-2SUB and (2) the Uncertificated Principal Balance of REMIC II Regular Interest LT2-3SUB. For federal income tax purposes, the Class RM Certificates will not have a Notional Amount, but will be entitled to 100% of amounts distributed on REMIC II Regular Interest LT2-RM.

Notional Amount Certificates: The Class 1A-S, Class 2A-IO and Class RM Certificates, as applicable.

Offering Memorandum: The Offering Memorandum, dated March [___], 2005 relating to CWMBBS, Inc., CWMBBS Reperforming Loan REMIC Trust Certificates, Series 2005-R1.

Officer's Certificate: A certificate (i) in the case of the Depositor, signed by the Chairman of the Board, the Vice Chairman of the Board, the President, a Managing Director, a Vice President (however denominated), an Assistant Vice President, the Treasurer, the Secretary, or one of the Assistant Treasurers or Assistant Secretaries of the Depositor or the Master Servicer, (ii) in the case of the Master Servicer, signed by the President, an Executive Vice President, a Vice President, an Assistant Vice President, the Treasurer, or one of the Assistant Treasurers or Assistant Secretaries of Countrywide GP, Inc., its general partner or (iii) if provided for in this Agreement, signed by a Servicing Officer, as the case may be, and delivered to the Depositor and the Trustee, as the case may be, as required by this Agreement.

Opinion of Counsel: A written opinion of counsel, who may be counsel for the Depositor or the Master Servicer, including, in-house counsel, reasonably acceptable to the Trustee; provided, however, that with respect to the interpretation or application of the REMIC Provisions, such counsel must (i) in fact be independent of the Depositor and the Master Servicer, (ii) not have any direct financial interest in the Depositor or the Master Servicer or in any affiliate of either and (iii) not be connected with the Depositor or the Master Servicer as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions.

Optional Termination: The termination of the trust created hereunder in connection with the purchase of the Mortgage Loans pursuant to Section 9.01(a) hereof.

Original Mortgage Loan: The mortgage loan refinanced in connection with the origination of a Refinancing Mortgage Loan.

Original Subordinate Principal Balance: The aggregate of the Class Certificate Balances of the Subordinate Certificates as of the Closing Date which shall equal \$16,822,109.59.

OTS: The Office of Thrift Supervision.

Outstanding Certificate: As of any date of determination, all Certificates theretofore executed and authenticated under this Agreement except:

- (i) Certificates theretofore canceled by the Trustee or delivered to the Trustee for cancellation; and
- (ii) Certificates in exchange for which or in lieu of which other Certificates have been executed and delivered by the Trustee pursuant to this Agreement.

Outstanding Mortgage Loan: As of any Due Date, a Mortgage Loan with a Scheduled Principal Balance greater than zero, which was not the subject of a Principal Prepayment in Full prior to such Due Date and which did not become a Liquidated Mortgage Loan prior to such Due Date.

Ownership Interest: As to any Residual Certificate, any ownership interest in such Certificate including any interest in such Certificate as the Holder thereof and any other interest therein, whether direct or indirect, legal or beneficial.

Pass-Through Rate: For each interest bearing Class of Certificates and any Distribution Date, the following per annum rate:

- (i) with respect to the Class 1A-F1 Certificates, the least of (i) One-Month LIBOR Rate for such Distribution Date, (ii) the Category 1 Net WAC Rate for such Distribution Date and (iii) 9.500%;
- (ii) with respect to the Class 1A-F2 Certificates, the least of (i) the LIBOR Rate for such Distribution Date, (ii) the Category 1 Net WAC Rate with respect for such Distribution Date and (iii) 8.000%;
- (iii) with respect to the Class 1A-S, the sum of:
 - (a) the product of (a) the positive difference, if any, of the Category 1 Net WAC Rate for such Distribution Date over the lesser of (x) the LIBOR Rate for such Distribution Date and (y) 9.500% and (b) a fraction, the numerator of which is the Certificate Principal Balance of the Class 1A-F1 Certificates as of the day immediately prior to such Distribution Date and the denominator of which is the sum of the Certificate Principal Balances of the Class 1A-F Certificates as of the day immediately prior to such Distribution Date and the Category 1 Subordination Balance for such Distribution Date,
 - (b) the product of (a) the positive difference, if any, of the Category 1 Net WAC Rate for such Distribution Date over the lesser of (x) the LIBOR Rate for such Distribution Date and (y) 8.000% and (b) a fraction, the numerator of which is the Certificate Principal Balance of the Class 1A-F2 Certificates as of the day immediately prior to such Distribution Date and the denominator of which is the sum of the Certificate Principal Balances of the Class 1A-F Certificates as of the day immediately prior to such Distribution Date and the Category 1 Subordination Balance for such Distribution Date, and

(c) the product of (a) the difference, not less than zero, between the Category 1 Net WAC Rate for such Distribution Date and 5.500% and (b) a fraction, the numerator of which is the Category 1 Subordination Balance for such Distribution Date and the denominator of which is the sum of the Certificate Principal Balances of the Class 1A-F Certificates as of the day immediately prior to such Distribution Date and the Category 1 Subordination Balance for such Distribution Date;

For federal income tax purposes, the equivalent of the foregoing shall be expressed as (1) the excess, if any, of (i) the Uncertificated REMIC II Pass-Through Rate on REMIC II Regular Interest LT2-F1 over (ii) the Pass-Through Rate on the Class IA-F1 Certificates, (2) the excess, if any, of (i) the Uncertificated REMIC II Pass-Through Rate on REMIC II Regular Interest LT2-F2 over (ii) the Pass-Through Rate on the Class IA-F2 Certificates and (3)) the excess, if any, of (i) the Uncertificated REMIC II Pass-Through Rate on REMIC II Regular Interest LT2-1SUB over (ii) 5.50% per annum.

- (iv) with respect to the Class 2A-1 Certificates, 6.000%;
- (v) with respect to the Class 2A-2 Certificates, 6.500%;
- (vi) with respect to the Class 2A-IO Certificates, the sum of the following :
 - (i) the product of (x) the excess, if any, of the Category 2C Net WAC Rate for such Distribution Date over 6.50% per annum and (y) a fraction, the numerator of which is equal to the sum of the Scheduled Principal Balances of the Category 2C Mortgage Loans and the denominator of which is equal to the the sum of the Scheduled Principal Balances of the Category 2 Mortgage Loans, in each case as of the first day of the related Due Period,
 - (ii) the product of (x) 0.50% and (y) a fraction, the numerator of which is equal to the Collateral Group 1 Subordination Balance for such Distribution Date and the denominator of which is equal to the the sum of the Scheduled Principal Balances of the Category 2 Mortgage Loans as of the first day of the related Due Period and
 - (iii) the product of (x) 1.00% and (y) a fraction, the numerator of which is equal to the Collateral Group 2 Subordination Balance for such Distribution Date and the denominator of which is equal to the the sum of the Scheduled Principal Balances of the Category 2 Mortgage Loans as of the first day of the related Due Period.

For federal income tax purposes, the equivalent of the foregoing shall be expressed as (1) 0.50% per annum and (2) 1.00% per annum and 100% of amounts distributed on REMIC II Regular Interest LT2-IO.

- (iv) with respect to the Subordinate Certificates, the lesser of (i) 5.500% per annum and (ii) the Subordinate Net WAC Rate on such Distribution Date;
- (v) with respect to the Class RM Certificates and (a) the Class RM-1 Component; the Category 1 Weighted Average Excess Rate, and (b) the Class RM-2 Component; the Category 2 Weighted Average Excess Rate.

Percentage Interest: As to any Certificate, the percentage interest evidenced thereby in distributions required to be made on the related Class, such percentage interest being set forth on the face thereof or equal to the percentage obtained by dividing the Denomination of such Certificate by the aggregate of the Denominations of all Certificates of the same Class.

Permitted Investments: At any time, any one or more of the following obligations and securities:

- (i) direct obligations of, or obligations fully guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof, provided such obligations are backed by the full faith and credit of the United States;
- (ii) repurchase obligations (the collateral for which is held by a third party or the Trustee) with respect to any security described in clause (i) above; provided that the long-term unsecured obligations of the party agreeing to repurchase such obligations are at the time rated by each Rating Agency in one of its two highest rating categories and the short-term unsecured obligations of such party are rated "A-1+" by S&P;
- (iii) certificates of deposit, time deposits, and bankers' acceptances of any bank or trust company (including the Trustee) incorporated under the laws of the United States or any state; provided that the long-term unsecured debt obligations of such bank or trust company at the date of acquisition thereof have been rated by each of S&P and Moody's in one of its respective two highest rating categories and the short-term debt obligations of such bank or trust company at the date of acquisition thereof have been rated "A-1+" by S&P ;
- (iv) commercial paper (having original maturities of not more than 270 days) of any corporation incorporated under the laws of the United States or any state thereof which on the date of acquisition has been rated by each Rating Agency in its highest short-term unsecured debt rating; and
- (v) any other demand, money market or time deposit account or obligation (including those managed or advised by the Trustee or its affiliates), or

interest-bearing or other security or investment, which is rated in the highest rating category by any rating agency or would not affect the then-current rating of the Certificates by the Rating Agency;

provided, that Permitted Investments may not include (i) “stripped certificates,” which evidence the right to receive primarily interest, or (ii) any instrument that evidences the right to receive principal and interest payments derived from obligations underlying such instrument if the interest and principal payments with respect to such instrument provide a yield to maturity at par greater than 120% of the yield to maturity at par of the underlying obligations.

Permitted Transferee: Any Person other than (i) the United States, any State or political subdivision thereof, or any agency or instrumentality of any of the foregoing, (ii) a foreign government, International Organization or any agency or instrumentality of either of the foregoing, (iii) an organization (except certain farmers’ cooperatives described in section 521 of the Code) which is exempt from tax imposed by Chapter 1 of the Code (including the tax imposed by section 511 of the Code on unrelated business taxable income) on any excess inclusions (as defined in section 860E(c)(1) of the Code) with respect to any Residual Certificate, (iv) rural electric and telephone cooperatives described in section 1381(a)(2)(C) of the Code, (v) an “electing large partnership” as defined in Section 775 of the Code, (vi) a Person that is not 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, any state thereof or the District of Columbia, or an estate or trust whose income from sources without the United States is includible in gross income for United States federal income tax purposes regardless of its connection with the conduct of a trade or business within the United States or a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust unless such Person has furnished the transferor and the Trustee with a duly completed Internal Revenue Service Form W-8ECI or any applicable successor form, and (vii) any other Person so designated by the Depositor based upon an Opinion of Counsel that the Transfer of an Ownership Interest in a Residual Certificate to such Person may cause any REMIC hereunder to fail to qualify as a REMIC at any time that the Certificates are outstanding. The terms “United States,” “State” and “International Organization” shall have the meanings set forth in section 7701 of the Code or successor provisions. A corporation will not be treated as an instrumentality of the United States or of any State or political subdivision thereof for these purposes if all of its activities are subject to tax and, with the exception of the Federal Home Loan Mortgage Corporation, a majority of its board of directors is not selected by such government unit.

Person: Any individual, corporation, partnership, joint venture, association, limited liability company, joint-stock company, trust, unincorporated organization or government, or any agency or political subdivision thereof.

Physical Certificate: As specified in the Preliminary Statement.

Plan: Any employee benefit plan subject to ERISA or a plan or arrangement subject to section 4975 of the Code.

Pool Scheduled Principal Balance: As to any Distribution Date, the aggregate of the Scheduled Principal Balances of the Mortgage Loans which were Outstanding Mortgage Loans on the Due Date in the month preceding the month of such Distribution Date.

Prepayment Assumption: As defined in the Offering Memorandum.

Prepayment Interest Excess: With respect to any Distribution Date and any Principal Prepayment received during the related Prepayment Period, all amounts paid by the related Mortgagor in respect of interest on such Principal Prepayment in excess of one month's interest on the related Mortgage Loan.

Prepayment Interest Shortfall: As to any Distribution Date and any Mortgage Loan for which a Principal Prepayment was received during the related Prepayment Period, the amount, if any, by which one month's interest at the related Mortgage Rate, net of the Servicing Fee Rate, on such Principal Prepayment exceeds the amount of interest paid in connection with such Principal Prepayment.

Prepayment Period: With respect to any Distribution Date, the period commencing on the second day of the month preceding the month in which such Distribution Date occurs and ending on the first day of the month in which such Distribution Date occurs.

Prime Rate: The prime rate of United States money center commercial banks as published in *The Wall Street Journal*.

Principal Collections: With respect to any Distribution Date and a Category of Mortgage Loans, that portion of the Available Distribution Amount attributable to such Category of Mortgage Loans for such Distribution Date *minus* the Interest Distributable Amount for such Category of Mortgage Loans and such Distribution Date.

Principal Distributable Amount: With respect to any Distribution Date and a Category or Collateral Group of Mortgage Loans, the sum of the following amounts:

- (a) all monthly payments of scheduled principal due on each Mortgage Loan or portion thereof in such Category or Collateral Group during the related Due Period, *plus*
- (b) the principal portion of the purchase price of each Mortgage Loan or portion thereof in such Category or Collateral Group that the Seller or Master Servicer repurchases with respect to that Distribution Date, *plus*
- (c) the Substitution Adjustment Amount received in connection with any Mortgage Loan or portion thereof in such Category or Collateral Group with respect to that Distribution Date, *plus*
- (d) any Insurance Proceeds or Liquidation Proceeds received during the related Prepayment Period that are allocable to recoveries of principal of the Mortgage Loans or portion thereof in such Category or Collateral Group that are not yet Liquidated Loans, *plus*

- (e) for each Mortgage Loan or portion thereof in such Category or Collateral Group that became a Liquidated Loan during the related Prepayment Period, the Scheduled Principal Balance of that Mortgage Loan to the extent recovered, *plus*
- (f) all partial and full principal prepayments received during the related Prepayment Period from the borrowers on each Mortgage Loan or portion thereof in such Category or Collateral Group.

Principal Prepayment: Any payment of principal by a Mortgagor on a Mortgage Loan that is received in advance of its scheduled Due Date and is not accompanied by an amount representing scheduled interest due on any date or dates in any month or months subsequent to the month of prepayment. Partial Principal Prepayments shall be applied by the Master Servicer in accordance with the terms of the related Mortgage Note.

Principal Prepayment in Full: Any Principal Prepayment made by a Mortgagor of the entire principal balance of a Mortgage Loan.

Private Certificate: As specified in the Preliminary Statement.

PUD: Planned Unit Development.

Purchase Price: With respect to any Mortgage Loan required to be purchased by the Seller pursuant to Section 2.02 or 2.03 hereof or purchased by the Master Servicer pursuant to Section 3.11, 3.20 or 8.11, an amount equal to the sum of (i) 100% of the unpaid principal balance of the Mortgage Loan on the date of such purchase, (ii) accrued interest thereon at the applicable Mortgage Rate (or at the applicable Net Mortgage Rate if the purchaser is the Master Servicer and, with respect to a Reduced-Rate Mortgage Loan, at the Mortgage Rate or Net Mortgage Rate prior to such rate modification) from the date through which interest was last paid by the Mortgagor to the Due Date in the month in which the Purchase Price is to be distributed to Certificateholders, (iii) in the case of a Mortgage Loan required to be purchased pursuant to Section 2.03, expenses reasonably incurred or to be incurred by the Master Servicer or the Trustee in respect of the breach or defect giving rise to the purchase obligation and (iv) costs and damages incurred by the Trust Fund in connection with a repurchase pursuant to Section 2.03 hereof that arises out of a violation of any predatory or abusive lending law with respect to the related Mortgage Loan.

Qualified Insurer: A mortgage guaranty insurance company duly qualified as such under the laws of the state of its principal place of business and each state having jurisdiction over such insurer in connection with the insurance policy issued by such insurer, duly authorized and licensed in such states to transact a mortgage guaranty insurance business in such states and to write the insurance provided by the insurance policy issued by it, approved as a FHLMC-approved mortgage insurer and having a claims paying ability rating of at least "AA" or equivalent rating by a nationally recognized statistical rating organization. Any replacement insurer with respect to a Mortgage Loan must have at least as high a claims paying ability rating as the insurer it replaces had on the Closing Date.

Rate-Increased Mortgage Loans: A Mortgage Loan, the Mortgage Rate of which has been increased pursuant to a modification by the Master Servicer or a primary servicer after the Cut-off Date.

Rating Agency: Each of the Rating Agencies specified in the Preliminary Statement. If any such organization or a successor is no longer in existence, "Rating Agency" shall be such nationally recognized statistical rating organization, or other comparable Person, as is designated by the Depositor, notice of which designation shall be given to the Trustee. References herein to a given rating category of a Rating Agency shall mean such rating category without giving effect to any modifiers.

Realized Loss: With respect to each Liquidated Mortgage Loan, an amount (not less than zero or more than the Scheduled Principal Balance of the Mortgage Loan) as of the date of such liquidation, equal to (i) the Scheduled Principal Balance of the Liquidated Mortgage Loan as of the date of such liquidation, *minus* (ii) Liquidation Proceeds, if any, received during the month in which such liquidation occurred, to the extent applied as recoveries of principal of the Liquidated Mortgage Loan. With respect to each Mortgage Loan which has become the subject of a Deficient Valuation, if the principal amount due under the related Mortgage Note has been reduced, the difference between the principal balance of the Mortgage Loan outstanding immediately prior to such Deficient Valuation and the principal balance of the Mortgage Loan as reduced by the Deficient Valuation. With respect to each Mortgage Loan that has become the subject of a Debt Service Reduction and any Distribution Date, the amount, if any, by which the principal portion of the related Monthly Payment has been reduced.

Record Date: With respect to any Distribution Date and (i) each Class of Certificates other than the Class 2A-PO Certificates, the close of business on the last day of the related Interest Accrual Period or (ii) the Class 2A-PO Certificates, the last Business Day of the month preceding the month in which such Distribution Date occurs.

Reduced-Rate Mortgage Loan: A Mortgage Loan the Mortgage Rate of which has been reduced pursuant to a modification by the Master Servicer or a primary servicer after the Cut-off Date.

Refinancing Mortgage Loan: Any Mortgage Loan originated in connection with the refinancing of an existing mortgage loan.

Regular Certificates: As specified in the Preliminary Statement.

Relief Act: The Servicemembers Civil Relief Act of 1940, as amended.

Relief Act Reductions: With respect to any Distribution Date and any Mortgage Loan as to which there has been a reduction in the amount of interest collectible thereon for the most recently ended calendar month as a result of the application of the Relief Act, the amount, if any, by which (i) interest collectible on such Mortgage Loan for the most recently ended calendar month is less than (ii) interest accrued thereon for such month pursuant to the Mortgage Note.

REMIC: A “real estate mortgage investment conduit” within the meaning of section 860D of the Code.

REMIC Change of Law: Any proposed, temporary or final regulation, revenue ruling, revenue procedure or other official announcement or interpretation relating to REMICs and the REMIC Provisions issued after the Closing Date.

REMIC I: The corpus of the trust created hereunder consisting of (i) the Category 1 Mortgage Loans and all interest and principal received on or with respect thereto after the Cut-off Date to the extent not applied in computing the Cut-off Date Principal Balance thereof and excluding all Arrearages; (ii) the Collection Account, the Distribution Account, and all amounts deposited therein (with respect to Category 1 Mortgage Loans) pursuant to the applicable provisions of this Agreement; (iii) property that secured a Category 1 Mortgage Loan and has been acquired by foreclosure, deed-in-lieu of foreclosure or otherwise; and (iv) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing. Notwithstanding the foregoing, however, a REMIC election will not be made with respect to the Net WAC Rate Carryover Reserve Account and the Cap Contracts.

REMIC I Regular Interest: Any of REMIC I Regular Interest LT1-1, REMIC I Regular Interest LT1-2, REMIC I Regular Interest LT1-3, REMIC I Regular Interest LT1-IO, REMIC I Regular Interest LT1-PO and REMIC I Regular Interest LT1-RM.

REMIC I Regular Interest LT1-1: One of the separate non-certificated beneficial ownership interests in REMIC I issued hereunder and designated as a Regular Interest in REMIC I. REMIC I Regular Interest LT1-1 shall accrue interest at the related Uncertificated REMIC I Pass-Through Rate in effect from time to time, and shall be entitled to distributions of principal, subject to the terms and conditions hereof, in an aggregate amount equal to its initial Uncertificated Principal Balance as set forth in the Preliminary Statement hereto.

REMIC I Regular Interest LT1-2: One of the separate non-certificated beneficial ownership interests in REMIC I issued hereunder and designated as a Regular Interest in REMIC I. REMIC I Regular Interest LT1-2 shall accrue interest at the related Uncertificated REMIC I Pass-Through Rate in effect from time to time, and shall be entitled to distributions of principal, subject to the terms and conditions hereof, in an aggregate amount equal to its initial Uncertificated Principal Balance as set forth in the Preliminary Statement hereto.

REMIC I Regular Interest LT1-3: One of the separate non-certificated beneficial ownership interests in REMIC I issued hereunder and designated as a Regular Interest in REMIC I. REMIC I Regular Interest LT1-3 shall accrue interest at the related Uncertificated REMIC I Pass-Through Rate in effect from time to time, and shall be entitled to distributions of principal, subject to the terms and conditions hereof, in an aggregate amount equal to its initial Uncertificated Principal Balance as set forth in the Preliminary Statement hereto.

REMIC I Regular Interest LT1-IO: One of the separate non-certificated beneficial ownership interests in REMIC I issued hereunder and designated as a Regular Interest in REMIC I. REMIC I Regular Interest LT1-IO shall accrue interest at the related Uncertificated REMIC I Pass-Through Rate in effect from time to time, subject to the terms and conditions hereof.

REMIC I Regular Interest LT1-PO: One of the separate non-certificated beneficial ownership interests in REMIC I issued hereunder and designated as a Regular Interest in REMIC I. REMIC I Regular Interest LT1-PO shall be entitled to distributions of principal, subject to the terms and conditions hereof, in an aggregate amount equal to its initial Uncertificated Principal Balance as set forth in the Preliminary Statement hereto.

REMIC I Regular Interest LT1-RM: One of the separate non-certificated beneficial ownership interests in REMIC I issued hereunder and designated as a Regular Interest in REMIC I. REMIC I Regular Interest LT1-RM shall accrue interest at the related Uncertificated REMIC I Pass-Through Rate in effect from time to time, subject to the terms and conditions hereof.

REMIC II: The segregated pool of assets consisting of all of the REMIC I Regular Interests conveyed in trust to the Trustee, for the benefit of the Holders of the REMIC II Regular Interests, and the Class R Certificateholders, as holders of the Class R-II Interest, pursuant to Article II hereunder, and all amounts deposited therein, with respect to which a separate REMIC election is to be made.

REMIC II Regular Interest: Any of REMIC II Regular Interest LT2-F1, REMIC II Regular Interest LT2-F2, REMIC II Regular Interest LT2-1SUB, REMIC II Regular Interest LT2-2SUB, REMIC II Regular Interest LT2-2SEN, REMIC II Regular Interest LT2-3SUB, REMIC II Regular Interest LT2-3SEN, REMIC II Regular Interest LT2-IO, REMIC II Regular Interest LT2-PO and REMIC II Regular Interest LT2-RM.

REMIC II Regular Interest LT2-F1: One of the separate non-certificated beneficial ownership interests in REMIC I issued hereunder and designated as a Regular Interest in REMIC II. REMIC II Regular Interest LT2-F1 shall accrue interest at the related Uncertificated REMIC II Pass-Through Rate in effect from time to time, and shall be entitled to distributions of principal, subject to the terms and conditions hereof, in an aggregate amount equal to its initial Uncertificated Principal Balance as set forth in the Preliminary Statement hereto.

REMIC II Regular Interest LT2-F2: One of the separate non-certificated beneficial ownership interests in REMIC I issued hereunder and designated as a Regular Interest in REMIC II. REMIC II Regular Interest LT2-F2 shall accrue interest at the related Uncertificated REMIC II Pass-Through Rate in effect from time to time, and shall be entitled to distributions of principal, subject to the terms and conditions hereof, in an aggregate amount equal to its initial Uncertificated Principal Balance as set forth in the Preliminary Statement hereto.

REMIC II Regular Interest LT2-1SUB: One of the separate non-certificated beneficial ownership interests in REMIC I issued hereunder and designated as a Regular Interest in REMIC II. REMIC II Regular Interest LT2-1SUB shall accrue interest at the related Uncertificated REMIC II Pass-Through Rate in effect from time to time, and shall be entitled to distributions of principal, subject to the terms and conditions hereof, in an aggregate amount equal to its initial Uncertificated Principal Balance as set forth in the Preliminary Statement hereto.

REMIC II Regular Interest LT2-2SUB: One of the separate non-certificated beneficial ownership interests in REMIC I issued hereunder and designated as a Regular Interest in REMIC II. REMIC II Regular Interest LT2-2SUB shall accrue interest at the related Uncertificated

REMIC II Pass-Through Rate in effect from time to time, and shall be entitled to distributions of principal, subject to the terms and conditions hereof, in an aggregate amount equal to its initial Uncertificated Principal Balance as set forth in the Preliminary Statement hereto.

REMIC II Regular Interest LT2-2SEN: One of the separate non-certificated beneficial ownership interests in REMIC I issued hereunder and designated as a Regular Interest in REMIC II. REMIC II Regular Interest LT2-2SEN shall accrue interest at the related Uncertificated REMIC II Pass-Through Rate in effect from time to time, and shall be entitled to distributions of principal, subject to the terms and conditions hereof, in an aggregate amount equal to its initial Uncertificated Principal Balance as set forth in the Preliminary Statement hereto.

REMIC II Regular Interest LT2-3SUB: One of the separate non-certificated beneficial ownership interests in REMIC I issued hereunder and designated as a Regular Interest in REMIC II. REMIC II Regular Interest LT2-3SUB shall accrue interest at the related Uncertificated REMIC II Pass-Through Rate in effect from time to time, and shall be entitled to distributions of principal, subject to the terms and conditions hereof, in an aggregate amount equal to its initial Uncertificated Principal Balance as set forth in the Preliminary Statement hereto.

REMIC II Regular Interest LT2-3SEN: One of the separate non-certificated beneficial ownership interests in REMIC I issued hereunder and designated as a Regular Interest in REMIC II. REMIC II Regular Interest LT2-3SEN shall accrue interest at the related Uncertificated REMIC II Pass-Through Rate in effect from time to time, and shall be entitled to distributions of principal, subject to the terms and conditions hereof, in an aggregate amount equal to its initial Uncertificated Principal Balance as set forth in the Preliminary Statement hereto.

REMIC II Regular Interest LT2-IO: One of the separate non-certificated beneficial ownership interests in REMIC II issued hereunder and designated as a Regular Interest in REMIC II. REMIC II Regular Interest LT2- shall be entitled to 100% of amounts distributed on REMIC I Regular Interest LT1-IO, subject to the terms and conditions hereof.

REMIC II Regular Interest LT2-PO: One of the separate non-certificated beneficial ownership interests in REMIC II issued hereunder and designated as a Regular Interest in REMIC II. REMIC II Regular Interest LT2-PO shall be entitled to distributions of principal, subject to the terms and conditions hereof, in an aggregate amount equal to its initial Uncertificated Principal Balance as set forth in the Preliminary Statement hereto.

REMIC II Regular Interest LT2-RM: One of the separate non-certificated beneficial ownership interests in REMIC II issued hereunder and designated as a Regular Interest in REMIC II. REMIC I Regular Interest LT2-RM shall be entitled to 100% of amounts distributed on REMIC I Regular Interest LT1-RM, subject to the terms and conditions hereof.

REMIC III: The segregated pool of assets consisting of all of the REMIC II Regular Interests conveyed in trust to the Trustee, for the benefit of the Holders of the Regular Certificates, as holders of the Regular Interests in REMIC III, and the Class R Certificateholders, as holders of the Class R-III Interest, pursuant to Article II hereunder, and all amounts deposited therein, with respect to which a separate REMIC election is to be made.

REMIC Provisions: Provisions of the federal income tax law relating to REMICs which appear at Section 860A through 860G of Subchapter M of Chapter 1 of the Code, and related provisions, and regulations and rulings promulgated thereunder, as the foregoing may be in effect from time to time.

REMIC Regular Interest: Any REMIC I Regular Interest or REMIC II Regular Interest.

REO Property: A Mortgaged Property acquired by the Trust Fund through foreclosure or deed-in-lieu of foreclosure in connection with a defaulted Mortgage Loan.

Request for Release: The Request for Release submitted by the Master Servicer to the Custodian, in the form of (or substantially to the effect of) Exhibit M or Exhibit N.

Required Insurance Policy: With respect to any Mortgage Loan, any Insurance Policy that is required to be maintained from time to time under this Agreement.

Residual Certificates: As specified in the Preliminary Statement.

Responsible Officer: When used with respect to the Trustee, any Vice President, any Assistant Vice President, the Secretary, any Assistant Secretary, any Trust Officer or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also to whom, with respect to a particular matter, such matter is referred because of such officer's knowledge of and familiarity with the particular subject.

RHS: Rural Housing Service of the U.S. Department of Agriculture.

RHS Guaranty Agreements: With respect to an RHS Loan, the agreements evidencing the guaranty of such Mortgage Loan by the RHS.

RHS Loan: A Mortgage Loan guaranteed by the RHS.

S&P: Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., or any successor thereto. If S&P is designated as a Rating Agency in the Preliminary Statement, for purposes of Section 10.05(b) the address for notices to S&P shall be Standard and Poor's Ratings Services, a division of the McGraw-Hill Companies, Inc., 55 Water Street, New York, New York 10007, Attention: Residential Pass-Through Monitoring, or such other address as S&P may hereafter furnish to the Depositor or the Master Servicer.

Scheduled Principal Balance: With respect to any Mortgage Loan at any date of determination, the Cut-off Date Principal Balance of such Mortgage Loan after giving effect to the payment of principal due on each due date following the Cut-off Date and prior to such date of determination and irrespective of any delinquency in payment by the related mortgagor.

Securities Act: The Securities Act of 1933, as amended.

Seller: Countrywide Home Loans, Inc., a New York corporation, and its successors and assigns, in its capacity as seller of the Mortgage Loans to the Depositor.

Senior Certificates: As specified in the Preliminary Statement.

Senior Interest Distribution Amount: With respect to any Distribution Date and any Class of Class 1A-F, Class 2A-1 and Class 2A-2 Certificates, the sum of (i) interest accrued during the related Interest Accrual Period at one twelfth of the Pass Through Rate for such Class on the related Class Certificate Balance less (ii) the interest shortfall amount allocated to such Class on such Distribution Date as provided in Section 4.03(b) plus (iii) any Class Interest Shortfall Carryforward Amount for such Class and such Distribution Date.

Senior Percentage: As to any of Category 1, Collateral Group 1 or Collateral Group 2 and any Distribution Date, the lesser of (i) 100% and (ii) the percentage equivalent of a fraction, the numerator of which is the aggregate of the Class Certificate Balances of the related Class A Principal Certificates immediately prior to such distribution date and the denominator of which is the sum of the Scheduled Principal Balance of each Mortgage Loan or portion thereof in that Category or Collateral Group as of the first day of the related Due Period.

Senior Prepayment Percentage: As to any of Category 1, Collateral Group 1 or Collateral Group 2 and any Distribution Date, during the five years beginning on the first Distribution Date, 100%. The Senior Prepayment Percentage for any of Category 1, Collateral Group 1 or Collateral Group 2 and any Distribution Date occurring on or after the fifth anniversary of the first Distribution Date will, except as provided herein, be as follows: for any Distribution Date in the first year thereafter, the related Senior Percentage plus 70% of the Subordinate Percentage for such Distribution Date; for any Distribution Date in the second year thereafter, the related Senior Percentage plus 60% of the Subordinate Percentage for such Distribution Date; for any Distribution Date in the third year thereafter, the related Senior Percentage plus 40% of the Subordinate Percentage for such Distribution Date; for any Distribution Date in the fourth year thereafter, the related Senior Percentage plus 20% of the Subordinate Percentage for such Distribution Date; and for any Distribution Date thereafter, the related Senior Percentage for such Distribution Date; provided, however, that on any Distribution Date on which the Aggregate Senior Percentage exceeds the Initial Aggregate Senior Percentage as of the Closing Date, the Senior Prepayment Percentage for each of Category 1, Collateral Group 1 or Collateral Group 2 and Distribution Date shall be equal to 100%.

Notwithstanding the foregoing, no decrease in the Senior Prepayment Percentage with respect to any of Category 1, Collateral Group 1 or Collateral Group 2 will occur unless the Senior Step Down Condition for such Distribution Date is satisfied.

Senior Principal Distribution Amount: With respect to any Distribution Date, the Category 1 Senior Principal Distribution Amount, the Class 2A-1 Senior Principal Distribution Amount or the Class 2A-2 Senior Principal Distribution Amount, as applicable.

Senior Step Down Condition: With respect to any Distribution Date, cumulative Realized Losses on the Mortgage Loans in the aggregate do not exceed: (a) for each Distribution Date on or after the fifth but prior to the sixth anniversary of the first Distribution Date, 30% of the Original Subordinate Principal Balance, (b) for each Distribution Date on or after the sixth but prior to the seventh anniversary of the first Distribution Date, 35% of the Original Subordinate Principal Balance, (c) for each Distribution Date on or after the seventh but prior to the eighth

anniversary of the first Distribution Date, 40% of the Original Subordinate Principal Balance, (d) for each Distribution Date on or after the eighth but prior to the ninth anniversary of the first Distribution Date, 45% of the Original Subordinate Principal Balance, and (e) for each Distribution Date on or after the ninth anniversary of the first Distribution Date, 50% of the Original Subordinate Principal Balance.

Servicer Remittance Date: The Master Servicer Remittance Date.

Servicing Advances: All customary, reasonable and necessary “out of pocket” costs and expenses incurred by the Master Servicer in the performance of its servicing obligations, including, but not limited to, the cost of (i) the preservation, restoration and protection of a Mortgaged Property, (ii) any expenses reimbursable to the Master Servicer pursuant to Section 3.11 and any enforcement or judicial proceedings, including foreclosures, (iii) the management and liquidation of any REO Property and (iv) compliance with the obligations under Section 3.09.

Servicing Fee: As to each Mortgage Loan and any Distribution Date, an amount payable out of each full payment of interest received on such Mortgage Loan and equal to the sum of (i) one-twelfth of the Servicing Fee Rate multiplied by the Scheduled Principal Balance of such Mortgage Loan as of the Due Date in the month of such Distribution Date plus, (ii) with respect to each Master Serviced Mortgage Loan, one twelfth of the Master Servicing Fee Rate multiplied by the Scheduled Principal Balance of such Mortgage Loan as of the Due Date in the month of such Distribution Date (in each case prior to giving effect to any Monthly Payments due on such Mortgage Loan on such Due Date), subject to reduction as provided in Section 3.14.

Servicing Fee Rate: With respect to each Mortgage Loan, the rate per annum set forth on the Mortgage Loan Schedule as the servicing fee rate for such Mortgage Loan.

Servicing Officer: Any officer of the Master Servicer involved in, or responsible for, the administration and servicing of the Mortgage Loans whose name and facsimile signature appear on a list of servicing officers furnished to the Trustee by the Master Servicer on the Closing Date pursuant to this Agreement, as such list may from time to time be amended.

Servicing Transfer Costs: All reasonable costs and expenses incurred by the Trustee in connection with the transfer of servicing from a predecessor master servicer, including without limitation, any reasonable costs or expenses associated with the complete transfer of all servicing data and the completion, correction or manipulation of such servicing data as may be required by the Trustee to correct any errors or insufficiencies in the servicing data or otherwise to enable the Trustee (as successor Master Servicer) to service the Mortgage Loans in accordance with this Agreement.

Startup Day: The Closing Date.

Streamlined Documentation Mortgage Loan: Any Mortgage Loan originated pursuant to the Seller’s Streamlined Loan Documentation Program then in effect.

Subordinate Certificates: As specified in the Preliminary Statement.

Subordinate Interest Distribution Amount: With respect to any Distribution Date and a Class of Subordinate Certificates, the sum of (i) interest accrued during the related Interest Accrual Period at one-twelfth of the Pass-Through Rate for such Class on the related Class Certificate Balance, less (ii) the interest shortfall allocated to such Class on such Distribution Date as provided in Section 4.03(b) plus (iii) any Class Interest Shortfall Carryforward Amount for such Class.

Subordinate Net WAC Rate: With respect to a Distribution Date, means the weighted average of (i) the lesser of Category 1 Net WAC Rate for such Distribution Date and 5.500% and (ii) 5.500%, weighted on the basis of the Category 1 Subordination Balance and the Category 2 Subordination Balance, respectively, for such Distribution Date. For federal income tax purposes, the equivalent of the foregoing shall be expressed as the weighted average of the REMIC II Remittance Rates on REMIC II Regular Interest LT2-1SUB, REMIC II Regular Interest LT2-2SUB and REMIC II Regular Interest LT2-3SUB, weighted on the basis of the Uncertificated Principal Balance of each such REMIC II Regular Interest.

Subordinate Percentage: For any Distribution Date and any of Category 1, Collateral Group 1 or Collateral Group 2, 100% minus the related Senior Percentage for such Distribution Date; except that following the Distribution Date on which the Certificate Principal Balances of the Class A Principal Certificates related to such Category or Collateral Group have been reduced to zero and only one class of the Class A Principal Certificates related to the other Category or Collateral Groups are outstanding, the Subordinate Percentage for such Category or Collateral Group shall be zero.

Subordinate Prepayment Percentage: For any Distribution Date and any of Category 1, Collateral Group 1 or Collateral Group 2, 100% minus the related Senior Prepayment Percentage for such Distribution Date.

Subordinate Principal Distribution Amount: With respect to any Distribution Date, the sum of the Category 1 Subordinate Principal Distribution Amount, the Collateral Group 1 Subordinate Principal Distribution Amount and the Collateral Group 2 Subordinate Principal Distribution Amount.

Subsequent Recoveries: With respect to any Distribution Date and the Mortgage Loans, unanticipated amounts received on a Liquidated Mortgage Loan that resulted in a Realized Loss in a prior month and was allocated to a related Certificate on a prior Distribution Date.

Subservicer: Any person to whom the Master Servicer has contracted for servicing of all or a portion of the Mortgage Loans pursuant to Section 3.02 hereof.

Substitute Mortgage Loan: A Mortgage Loan substituted by the Seller for a Deleted Mortgage Loan which must, on the date of such substitution, as confirmed in a Request for Release, (i) have a Scheduled Principal Balance, after deduction of the principal portion of the Monthly Payment due in the month of substitution, not in excess of, and not more than 10% less than the Scheduled Principal Balance of the Deleted Mortgage Loan; (ii) be accruing interest at a rate no lower than and not more than 1% per annum higher than, that of the Deleted Mortgage Loan; (iii) have a remaining term to maturity no greater than (and not more than one year less

than that of) the Deleted Mortgage Loan; (iv) comply with each representation and warranty set forth in Section 2.03 hereof; (v) have FHA insurance, a VA guaranty or an RHS guaranty in good standing; (vi) be an FHA insured Mortgage Loan, if the Deleted Mortgage Loan was an FHA insured Mortgage Loan; (vii) not have Arrearages and outstanding Advances materially in excess of Arrearages and outstanding Advances with respect to the Deleted Mortgage Loan; (viii) not be in bankruptcy if the Deleted Mortgage Loan was not a loan subject to a bankruptcy plan; (ix) not have a delinquency status greater than the delinquency status of the Deleted Mortgage Loan; (x) not cause the geographic distribution of the Mortgage Loans to materially differ from the geographic distribution of the Mortgage Loans on the Closing Date; and (xi) have had an original principal balance which conformed to Freddie Mac loan limits.

Substitution Adjustment Amount: The meaning ascribed to such term pursuant to Section 2.03.

Tax Matters Person: The Person designated as “tax matters person” in the manner provided under Treasury regulation § 1.860F-4(d) and temporary Treasury regulation § 301.6231(a)(7)1T. Initially, the Tax Matters Person shall be the holder of the largest percentage of the Residual Certificates and the Trustee is hereby appointed to act as its agent.

Transfer: Any direct or indirect transfer or sale of any Ownership Interest in a Residual Certificate.

Trustee: The Bank of New York, and its successors and, if a successor trustee is appointed hereunder, such successor.

Trustee Fee: As to each Mortgage Loan and any Distribution Date, an amount payable out of each full payment of interest received on such Mortgage Loan and equal to one-twelfth of the Trustee Fee Rate multiplied by the Scheduled Principal Balance of such Mortgage Loan as of the first day of the related Due Period.

Trustee Fee Rate: With respect to each Mortgage Loan, the rate per annum set forth on the related Mortgage Loan Schedule as the trustee fee rate for such Mortgage Loan which shall not exceed 0.009% per annum.

Trustee Remittance Report: As defined in Section 4.09.

Trust Fund: All of the assets of CWMBBS Reperforming Loan REMIC Trust Certificates, Series 2005-R1, which is the trust created hereunder consisting of REMIC I, REMIC II, REMIC III, the Net WAC Rate Carryover Reserve Account and the Cap Contracts.

Uncertificated Notional Amount: With respect to REMIC I Regular Interest LT1-RM, the aggregate Scheduled Principal Balance of the Mortgage Loans as of the first day of the related Due Period. With respect to REMIC I Regular Interest LT1-IO, the aggregate Scheduled Principal Balance of the Category 2 Mortgage Loans. REMIC II Regular Interest LT2-RM will not have an Uncertificated Notional Amount, but will be entitled to 100% of amounts distributed on REMIC I Regular Interest LT1-RM. REMIC II Regular Interest LT2-IO will not have an

Uncertificated Notional Amount, but will be entitled to 100% of amounts distributed on REMIC I Regular Interest LT1-IO.

Uncertificated Principal Balance: With respect to each REMIC Regular Interest (other than REMIC I Regular Interest LT1-RM, REMIC I Regular Interest LT1-IO, REMIC II Regular Interest LT2-IO and REMIC I Regular Interest LT1-RM), the amount of such REMIC Regular Interest outstanding as of any date of determination. As of the Closing Date, the Uncertificated Principal Balance of each REMIC Regular Interest shall equal the amount set forth in the Preliminary Statement hereto as its initial Uncertificated Principal Balance. On each Distribution Date, the Uncertificated Principal Balance of each REMIC Regular Interest shall be reduced by all distributions of principal made on such REMIC Regular Interest on such Distribution Date pursuant to Section 4.07 and, if and to the extent necessary and appropriate, shall be further reduced on such Distribution Date by Realized Losses as provided in Section 4.07. The Uncertificated Principal Balance of each REMIC Regular Interest that has an Uncertificated Principal Balance shall never be less than zero.

Uncertificated REMIC Accrued Interest: With respect to each Distribution Date, as to each REMIC Regular Interest (other than REMIC I Regular Interest LT1-PO and REMIC II Regular Interest LT2-PO), an amount equal to the aggregate amount of Accrued Certificate Interest that would result under the terms of the definition thereof on each such uncertificated interest, if the Pass-Through Rate on such uncertificated interest were equal to the related Uncertificated REMIC Pass-Through Rate, and the certificate balance or notional amount of such uncertificated interest were equal to the related Uncertificated Principal Balance or Uncertificated Notional Amount.

Uncertificated REMIC I Pass-Through Rate: With respect to REMIC I Regular Interest LT1-1, the Category 1 Net WAC Rate. With respect to REMIC I Regular Interest LT1-2, 6.00% per annum. With respect to REMIC I Regular Interest LT1-3, 6.50% per annum. With respect to REMIC I Regular Interest LT1-PO, 0.00% per annum. With respect to REMIC Regular Interest LT1-IO, the weighted average of the excess, if any, of the Net Mortgage Rate on each Category 2C Mortgage Loan over 6.50% per annum. With respect to REMIC I Regular Interest LT1-RM, the Weighted Average Excess Rate.

Uncertificated REMIC II Pass-Through Rate: With respect to REMIC II Regular Interest LT2-F1, the least of (i) the One-Month LIBOR Rate for such Distribution Date, (ii) the Uncertificated REMIC I Pass-Through Rate on REMIC I Regular Interest LT1-1 and (iii) 9.500%. With respect to REMIC II Regular Interest LT2-F2, the least of (i) the One-Month LIBOR Rate for such Distribution Date, (ii) the Uncertificated REMIC I Pass-Through Rate on REMIC I Regular Interest LT1-1 and (iii) 8.000%. With respect to REMIC II Regular Interest LT2-1SUB, the Uncertificated REMIC I Pass-Through Rate on REMIC I Regular Interest LT1-1. With respect to REMIC II Regular Interest LT2-2SUB and LT2-2SEN, 6.00% per annum. With respect to REMIC II Regular Interest LT2-3SUB and LT2-3SEN, 6.50% per annum. With respect to REMIC II Regular Interest LT2-PO, 0.00% per annum. REMIC II Regular Interest LT2-IO and REMIC II Regular Interest LT2-RM will not have an Uncertificated REMIC Pass-Through Rate, but will be entitled to 100% of amounts distributed on REMIC I Regular Interest LT1-IO and REMIC I Regular Interest LT1-RM, respectively.

Uncertificated REMIC I Pass-Through Rate: The Uncertificated REMIC I Pass-Through Rate and the Uncertificated REMIC II Pass-Through Rate.

Underwriter's Exemption: Prohibited Transaction Exemption 2002-41, 65 Fed. Reg. 54487 (2002), as amended (or any successor thereto), or any substantially similar administrative exemption granted by the U.S. Department of Labor.

VA: The United States Department of Veterans Affairs.

VA Approved Lender: Those institutions that are approved by the VA to act as servicer and mortgagee of record pursuant to VA Regulations.

VA Guaranty Agreements: With respect to a VA Loan, the agreements evidencing the guaranty of such Mortgage Loan by the VA.

VA Loan: A Mortgage Loan guaranteed by the VA.

VA Regulations: Any and all regulations promulgated by the VA under the Servicemen's Readjustment Act of 1944, as amended.

Voting Rights: The portion of the voting rights of all of the Certificates which is allocated to any Certificate. As of any date of determination, (a) 1% of all Voting Rights shall be allocated to each Class of Interest Only Certificates and the Class RM Certificates, if any (such Voting Rights to be allocated among the holders of Certificates of each such Class in accordance with their respective Percentage Interests), (b) 1% of all Voting Rights shall be allocated to the Residual Certificates (such Voting Rights to be allocated among the holders of Certificates of each such Class in accordance with their respective Percentage Interests), and (c) the remaining Voting Rights shall be allocated among Holders of the remaining Classes of Certificates in proportion to the Certificate Principal Balances of their respective Certificates on such date.

Weighted Average Excess Rate: With respect to any Distribution Date, a rate equal to the product of (i) the weighted average of the Excess Rates of the Mortgage Loans that are Rate-Increased Mortgage Loans, weighted on the basis of the Scheduled Principal Balance of such Mortgage Loans as of the first day of the related Due Period and (ii) a fraction, the numerator of which is the aggregate Scheduled Principal Balance of the Mortgage Loans that are Rate-Increased Mortgage Loans and the denominator of which is the aggregate Scheduled Principal Balance of all Mortgage Loans outstanding, in each case as of the first day of the related Due Period.

ARTICLE II

CONVEYANCE OF MORTGAGE LOANS; REPRESENTATIONS AND WARRANTIES

Section 2.01 Conveyance of Mortgage Loans

(a) The Seller, concurrently with the execution and delivery hereof, hereby sells, transfers, assigns, sets over and otherwise conveys to the Depositor, without recourse, all the right, title and interest of the Seller in and to (i) the Mortgage Loans, including all interest and principal received or receivable by the Seller on or with respect to the Mortgage Loans after the Cut-off Date and all interest and principal payments on the Mortgage Loans received prior to the Cut-off Date in respect of installments of interest and principal due thereafter, but not including (a) payments of principal and interest due and payable on the Mortgage Loans on or before the Cut-off Date and (b) all Arrearages, (ii) property which secures each such Mortgage Loan and which has been acquired by foreclosure or deed in lieu of foreclosure, (iii) its interest in any Insurance Policies in respect of the Mortgage Loans and (iv) all of the Seller's right, title and other ownership interest in and to the Cap Contracts. On or prior to the Closing Date, the Seller shall deliver to the Depositor or, at the Depositor's direction, to the Trustee (or the Custodian) or other designee of the Depositor, the Mortgage File for each Mortgage Loan listed in the Mortgage Loan Schedule (except that, in the case of the Delay Delivery Mortgage Loans, such delivery may take place within thirty (30) days following the Closing Date). Such delivery of the Mortgage Files shall be made against payment by the Depositor of the purchase price, previously agreed to by the Seller and Depositor, for the Mortgage Loans. On or prior to the Closing Date the Seller will remit to the Trustee, for deposit into the Distribution Account, the Cash Deposit.

(b) Immediately upon the conveyance of the Mortgage Loans referred to in clause (a), the Depositor sells, transfers, assigns, sets over and otherwise conveys to the Trustee, for the benefit of the Certificateholders, without recourse, all the right, title and interest of the Depositor in and to the Trust Fund together with the Depositor's right to require the Seller to cure any breach of a representation or warranty made herein by the Seller or to repurchase or substitute for any affected Mortgage Loan in accordance herewith. The Seller, the Depositor and the Trustee intend that the assignment and transfers herein contemplated constitute a sale of the Mortgage Loans, conveying good title thereto free and clear of any liens and encumbrances, from the Seller to the Depositor and from the Depositor to the Trustee and that such property not be part of the Seller's estate or property of the Seller in the event of any insolvency by the Seller. In the event that such conveyance is deemed to be, or to be made as security for, a loan, the parties intend that the Depositor shall be deemed to have granted and does hereby grant to the Trustee, on behalf of the Trust, the Certificateholders a first priority perfected security interest in all of the Depositor's right, title and interest in and to the Mortgage Loans, and that this Agreement shall constitute a security agreement under applicable law.

(c) In connection with the transfer and assignment set forth in clause (b) above, the Depositor has delivered or caused to be delivered to the Custodian on or before the Closing Date (or, in the case of the Delay Delivery Mortgage Loans, will deliver or cause to be delivered to the Custodian within thirty (30) days following the Closing Date) for the benefit of the Certificateholders the following documents or instruments with respect to each Mortgage Loan so assigned:

(i) (A) the original Mortgage Note endorsed by manual or facsimile signature in blank in the following form: "Pay to the order of _____ without

recourse,” with all intervening endorsements showing a complete chain of endorsement from the originator to the Person endorsing the Mortgage Note (each such endorsement being sufficient to transfer all right, title and interest of the party so endorsing, as noteholder or assignee thereof, in and to that Mortgage Note); or (B) with respect to any Lost Mortgage Note, a lost note affidavit from the Seller stating that the original Mortgage Note was lost or destroyed, together with a copy of such Mortgage Note;

(ii) in the case of each Mortgage Loan that is not a MERS Mortgage Loan, a duly executed assignment of the Mortgage (which may be included in a blanket assignment or assignments) either in blank or to CWMBBS Reperforming Loan REMIC Trust 2005-R1, The Bank of New York, a New York banking corporation, as trustee under the Pooling and Servicing Agreement, dated as of March 1, 2005; provided that, if the related Mortgage has not been returned from the applicable public recording office, such assignment of the Mortgage may exclude the information to be provided by the recording office; provided, further, that such assignment of Mortgage need not be delivered in the case of a Mortgage for which the related Mortgaged Property is located in the Commonwealth of Puerto Rico; and

(iii) except as provided below and if available, the original or copies of each assumption, modification, written assurance or substitution agreement, if any.

In addition, in connection with the assignment of any MERS Mortgage Loan, the Seller agrees that it will cause, at its expense, the MERS® System to indicate that such Mortgage Loans have been assigned by the Seller to the Trustee in accordance with this Agreement for the benefit of the Certificateholders by including (or deleting, in the case of Mortgage Loans which are repurchased in accordance with this Agreement) in such computer files the information required by the MERS® System to identify the series of the Certificates issued in connection with such Mortgage Loans. The Seller further agrees that it will not, and will not permit the Master Servicer to, and the Master Servicer agrees that it will not, alter the information referenced in this paragraph with respect to any Mortgage Loan during the term of this Agreement unless and until such Mortgage Loan is repurchased in accordance with the terms of this Agreement.

The Depositor shall forward or cause to be forwarded to the Custodian (a) from time to time additional original documents evidencing an assumption or modification of a Mortgage Loan and (b) any other documents required to be delivered by the Depositor or the Master Servicer to the Trustee. In the event that the original Mortgage is not delivered and in connection with the payment in full of the related Mortgage Loan the public recording office requires the presentation of a “lost instruments affidavit and indemnity” or any equivalent document, because only a copy of the Mortgage can be delivered with the instrument of satisfaction or reconveyance, the Master Servicer shall execute and deliver or cause to be executed and delivered such a document to the public recording office.

In the case of Mortgage Loans that have been prepaid in full as of the Closing Date, the Depositor, in lieu of delivering the above documents to the Custodian, will deposit in the

Collection Account the portion of such payment that is required to be deposited in the Collection Account pursuant to Section 3.05 hereof.

With respect to up to 50% of the Mortgage Loans, the Depositor may deliver all or a portion of each related Mortgage File to the Trustee (or the Custodian on its behalf) not later than thirty days after the Closing Date (such Mortgage Loans for which all or a portion of the related Mortgage File is not delivered to the Trustee or the Custodian on its behalf on the Closing Date the ("Delay Delivery Mortgage Loans"). To the extent that Countrywide Servicing shall be in possession of any Mortgage Files with respect to any Delay Delivery Loan, until delivery of such Mortgage File to the Trustee (or the Custodian on its behalf) as provided in this Section 2.01, Countrywide Servicing shall hold such files as Master Servicer hereunder, as agent and in trust for the Trustee on behalf of the Trust and the Certificateholders. Notwithstanding anything to the contrary in this Agreement, within thirty days after the Closing Date, the Seller shall either (i) deliver to the Depositor, or at the Depositor's direction, to the Trustee (or the Custodian on its behalf) or other designee of the Depositor the Mortgage File as required pursuant to this Section 2.01 for each Delay Delivery Mortgage Loan or (ii) (A) substitute a Substitute Mortgage Loan for the Delay Delivery Mortgage Loan or (B) repurchase the Delayed Delivery Mortgage Loan, which substitution or repurchase shall be accomplished in the manner and subject to the conditions set forth in Section 2.03 (treating each Delay Delivery Mortgage Loan as a Deleted Mortgage Loan for purposes of such Section 2.03); provided, however, that if the Seller fails to deliver a Mortgage File for any Delay Delivery Mortgage Loan within the thirty-day period provided in the prior sentence, the Seller shall use its best reasonable efforts to effect a substitution, rather than a repurchase of, such Deleted Mortgage Loan and provided further that the cure period provided for in Section 2.02 or in Section 2.03 shall not apply to the initial delivery of the Mortgage File for such Delay Delivery Mortgage Loan, but rather the Seller shall have thirty (30) days to cure such failure to deliver. At the end of the initial thirty-day period the Trustee (or the Custodian on its behalf) shall send a Delay Delivery Certification for the Delay Delivery Mortgage Loans delivered during such thirty-day period in accordance with the provisions of Section 2.02.

The parties acknowledge that the Mortgage Files with respect to certain of the Mortgage Loans are missing endorsements of the related Mortgage Note, assignments of the related Mortgage, modification agreements and/or assumption agreements (each such document, a "Missing Document") as noted on the Mortgage Loan Schedule. The Custodian shall list each such Mortgage File in its Final Certification, or Trust Receipt, as applicable, but, notwithstanding anything in this Agreement to the contrary, such Missing Document shall not be considered a defect nor shall the Seller be required to repurchase or substitute for such Mortgage loan; provided, however, that, in the event that the Master Servicer or the Trustee, as applicable, is unable to exercise a remedy with respect to any such Mortgage Loan due to the absence of a Missing Document, the Seller shall repurchase the Mortgage Loan from the Trust at the Purchase Price and shall indemnify the Trust for any loss suffered by the Certificateholders in connection with such Mortgage Loan.

The Depositor hereby directs the Trustee to execute, deliver and perform its obligations under the Cap Contracts on the Closing Date and thereafter on behalf of the Holders of the Class 1A-F1 Certificates and Class 1A-F2 Certificates, as applicable. The Depositor, the Servicer and the Holders of the Class 1A-F1 Certificates, and Class 1A-F2 Certificates, as

applicable, by their acceptance of such Certificates, acknowledge and agree that the Trustee shall execute, deliver and perform its obligations under the Cap Contracts and shall do so solely in its capacity as Trustee of the Trust Fund and not in its individual capacity.

Section 2.02 Acceptance by the Custodian of the Mortgage Loans.

(a) The Custodian pursuant to this Agreement acknowledges receipt of the documents identified in the Initial Certification, and declares that it holds and will hold such documents and the other documents delivered to it constituting the Mortgage Files, and that it holds or will hold such other assets as are included in the Trust Fund, in trust for the exclusive use and benefit of the Trustee and all present and future Certificateholders.

The Bank of New York, as Custodian, agrees to execute and deliver on the Closing Date to the Depositor, the Master Servicer, the Trustee and the Seller an “Initial Certification” in the form annexed hereto as Exhibit F with respect to the Mortgage Loans. The Custodian shall be under no duty or obligation to inspect, review or examine said documents, instruments, certificates or other papers.

No later than the thirtieth (30th) day after the Closing Date, the Custodian shall deliver to the Depositor, the Master Servicer, the Trustee and the Seller a “Delay Delivery Certification” with respect to the Mortgage Loans in the form annexed hereto as Exhibit G, with any applicable exceptions noted thereon.

Not later than 90 days after the Closing Date, the Custodian shall deliver to the Depositor, the Master Servicer, the Trustee and the Seller a Final Certification with respect to the Mortgage Loans in the form annexed hereto as Exhibit H, with any applicable exceptions noted thereon. At any time thereafter, upon request, the Custodian shall deliver to the Depositor, the Master Servicer, the Trustee and the Seller an updated schedule of open exceptions, in electronic or written form.

If, in the course of such review, the Custodian finds any document constituting a part of a Mortgage File with respect to a related Mortgage Loan which does not meet the requirements of Section 2.01, the Custodian shall list such as an exception in the Final Certification or Trust Receipt, as applicable; provided, however that the Custodian shall not make any determination as to whether (i) any endorsement is sufficient to transfer all right, title and interest of the party so endorsing, as noteholder or assignee thereof, in and to that Mortgage Note or (ii) any assignment is in recordable form or is sufficient to effect the assignment of and transfer to the assignee thereof under the mortgage to which the assignment relates. The Seller shall promptly correct or cure such defect within 90 days from the date it was so notified of such defect and, if the Seller does not correct or cure such defect within such period, the Seller shall either (a) substitute for the related Mortgage Loan a Substitute Mortgage Loan, which substitution shall be accomplished in the manner and subject to the conditions (including any time restrictions) set forth in Section 2.03, or (b) purchase such Mortgage Loan from the Trust Fund within 90 days from the date the Seller was notified of such defect in writing at the Purchase Price of such Mortgage Loan; provided, however, that in no event shall such substitution or purchase occur more than 540 days from the Closing Date, except that if the substitution or purchase of a Mortgage Loan pursuant to this provision is required by reason of a delay in delivery of any documents by the

appropriate recording office, and there is a dispute between either the Master Servicer or the Seller and the Custodian over the location or status of the recorded document, then such substitution or purchase shall occur within 720 days from the Closing Date. The Custodian shall deliver written notice to each Rating Agency within 270 days from the Closing Date indicating each Mortgage Loan with respect to which there is a dispute as to location or status of the related Mortgage Note. Such notice shall be delivered every 90 days thereafter until the related Mortgage Note or Lost Mortgage Note affidavit is delivered to the Custodian. Any substitution pursuant to (a) above or purchase pursuant to (b) above shall not be effected prior to the delivery to the Custodian of the Opinion of Counsel required by Section 2.05 hereof, if any, and any substitution pursuant to (a) above shall not be effected prior to the additional delivery to the Custodian of a Request for Release. With respect to any Distribution Date, a substitution is permitted to be made only during the related Due Period. Any substitution made thereafter will be applied to the following Distribution Date. The Purchase Price for any such Mortgage Loan shall be deposited by the Seller in the Collection Account on or prior to the Master Servicer Remittance Date for the Distribution Date in the month following the month of repurchase and, upon receipt of such deposit and a Request for Release, the Custodian shall release the related Mortgage File to the Seller and shall execute and deliver at the Seller's request such instruments of transfer or assignment prepared by the Seller, in each case without recourse, as shall be necessary to vest in the Seller, or a designee, the Trustee's interest in any Mortgage Loan released pursuant hereto. If pursuant to the foregoing provisions the Seller repurchases a Mortgage Loan that is a MERS Mortgage Loan, the Master Servicer shall either (i) cause MERS to execute and deliver an assignment of the related Mortgage in recordable form to transfer the Mortgage from MERS to the Seller and shall cause such Mortgage to be removed from registration on the MERS® System in accordance with MERS' rules and regulations or (ii) cause MERS to designate on the MERS® System the Seller as the beneficial holder of such Mortgage Loan.

(b) [Reserved].

(c) The Custodian shall retain possession and custody of each Mortgage File related to a Mortgage Loan in accordance with and subject to the terms and conditions set forth herein. The Master Servicer shall promptly deliver to the Custodian, upon the execution or receipt thereof, the originals of such other documents or instruments constituting the Mortgage File related to a Mortgage Loan as come into the possession of the Master Servicer from time to time.

(d) It is understood and agreed that the obligation of the Seller to substitute for or to purchase any Mortgage Loan which does not meet the requirements of Section 2.01 above shall constitute the sole remedy respecting such defect available to the Trustee, the Depositor and any Certificateholder against the Seller.

Section 2.03 Representations, Warranties and Covenants of the Seller
and Master Servicer.

(a) The Seller hereby makes the representations and warranties set forth in (i) Schedule II hereto, and by this reference incorporated herein, to the Depositor, the Master Servicer and the Trustee, as of the Closing Date and (ii) Schedule III hereto, and by this

reference incorporated herein, to the Depositor, the Master Servicer and the Trustee, as of the Closing Date, or if so specified therein, as of the Cut-off Date.

(b) The Master Servicer hereby makes the representations and warranties set forth in Schedule IV hereto, and by reference incorporated herein to the Depositor, the Seller and the Trustee as of the Closing Date.

(c) Upon discovery by any of the parties hereto of a breach of a representation or warranty made pursuant to Section 2.03(a)(ii) that materially and adversely affects the interests of the Certificateholders in any Mortgage Loan, the party discovering such breach shall give prompt notice thereof to the other parties. The Seller hereby covenants that within 90 days of the earlier of its discovery or its receipt of written notice from any party of a breach of any representation or warranty made pursuant to Section 2.03(a)(ii) which materially and adversely affects the interests of the Certificateholders in any Mortgage Loan, it shall cure such breach in all material respects, and if such breach is not so cured, shall, (i) if such 90-day period expires prior to the second anniversary of the Closing Date, remove such Mortgage Loan (a "Deleted Mortgage Loan") from the Trust Fund and substitute in its place a Substitute Mortgage Loan, in the manner and subject to the conditions set forth in this Section; or (ii) repurchase the affected Mortgage Loan or Mortgage Loans from the Trustee at the Purchase Price in the manner set forth below; provided, however, that any such substitution pursuant to (i) above shall not be effected prior to the delivery to the Trustee of the Opinion of Counsel required by Section 2.05 hereof, if any, and any such substitution pursuant to (i) above shall not be effected prior to the additional delivery to the Trustee and the Custodian of a Request for Release and the Mortgage File for any such Substitute Mortgage Loan. The Seller shall promptly reimburse the Master Servicer and the Trustee for any expenses reasonably incurred by the Master Servicer or the Trustee in respect of enforcing the remedies for such breach. With respect to the representations and warranties described in this Section which are made to the best of the Seller's knowledge, if it is discovered by either the Depositor, the Seller or the Trustee that the substance of such representation and warranty is inaccurate and such inaccuracy materially and adversely affects the value of the related Mortgage Loan or the interests of the Certificateholders therein, notwithstanding the Seller's lack of knowledge with respect to the substance of such representation or warranty, such inaccuracy shall be deemed a breach of the applicable representation or warranty.

With respect to any Substitute Mortgage Loan or Loans, the Seller shall deliver to the Trustee (or the Custodian on its behalf) for the benefit of the Certificateholders the documents required by Section 2.01. With respect to any Distribution Date, a substitution shall be made only during the related Due Period. Monthly Payments due with respect to Substitute Mortgage Loans in the month of substitution shall not be part of the Trust Fund and will be retained by the Seller on the next succeeding Distribution Date. For the month of substitution, distributions to Certificateholders will include the monthly payment due on any Deleted Mortgage Loan for such month and thereafter the Seller shall be entitled to retain all amounts received in respect of such Deleted Mortgage Loan. The Master Servicer shall amend the Mortgage Loan Schedule for the benefit of the Certificateholders to reflect the removal of such Deleted Mortgage Loan and the substitution of the Substitute Mortgage Loan or Loans and the Master Servicer shall deliver the amended Mortgage Loan Schedule to the Trustee and the Custodian. Upon such substitution, the Substitute Mortgage Loan or Loans shall be subject to the terms of this Agreement in all respects, and the Seller shall be deemed to have made with respect to such Substitute Mortgage

Loan or Loans, as of the date of substitution, the representations and warranties made pursuant to Section 2.03(a)(ii) with respect to such Mortgage Loan. Upon any such substitution and the deposit to the Collection Account of the amount required to be deposited therein in connection with such substitution as described in the following paragraph, the Custodian shall release the Mortgage File held for the benefit of the Certificateholders relating to such Deleted Mortgage Loan to the Seller and shall execute and deliver at the Seller's direction such instruments of transfer or assignment prepared by the Seller, in each case without recourse, as shall be necessary to vest title in the Seller, or its designee, the Trustee's interest in any Deleted Mortgage Loan substituted for pursuant to this Section 2.03.

For any month in which the Seller substitutes one or more Substitute Mortgage Loans for one or more Deleted Mortgage Loans, the Master Servicer will determine the amount (if any) by which the aggregate principal balance of all such Substitute Mortgage Loans as of the date of substitution is less than the aggregate Scheduled Principal Balance of all such Deleted Mortgage Loans (after application of the scheduled principal portion of the monthly payments due in the month of substitution). The amount of such shortage (the "Substitution Adjustment Amount") plus an amount equal to the aggregate of any unreimbursed Monthly Advances with respect to such Deleted Mortgage Loans shall be deposited in the Collection Account by the Seller on or before the Master Servicer Remittance Date for the Distribution Date in the month succeeding the calendar month during which the related Mortgage Loan became required to be purchased or replaced hereunder.

In the event that the Seller shall have repurchased a Mortgage Loan, the Purchase Price therefor shall be deposited in the Collection Account pursuant to Section 3.05 on or before the Master Servicer Remittance Date for the Distribution Date in the month following the month during which the Seller became obligated hereunder to repurchase or replace such Mortgage Loan and upon such deposit of the Purchase Price, the delivery of the Opinion of Counsel required by Section 2.05 and receipt of a Request for Release, the Custodian shall release the related Mortgage File held for the benefit of the Certificateholders to such Person, and the Trustee shall execute and deliver at such Person's direction such instruments of transfer or assignment prepared by such Person, in each case without recourse, as shall be necessary to transfer title from the Trustee. It is understood and agreed that the obligation under this Agreement of any Person to cure, repurchase or replace any Mortgage Loan as to which a breach has occurred and is continuing shall constitute the sole remedy against such Persons respecting such breach available to Certificateholders, the Depositor or the Trustee on their behalf.

The representations and warranties made pursuant to this Section 2.03 shall survive delivery of the respective Mortgage Files to the Trustee for the benefit of the Certificateholders.

Section 2.04 Representations and Warranties of the Depositor as to the
Mortgage Loans.

The Depositor hereby represents and warrants to the Trustee with respect to each Mortgage Loan as of the date hereof or such other date set forth herein that as of the Closing Date, and following the transfer of the Mortgage Loans to it by the Seller, the Depositor had good title to the Mortgage Loans and the Mortgage Notes were subject to no offsets, defenses or counterclaims.

The Depositor hereby assigns, transfers and conveys to the Trustee, for the benefit of the Certificateholders, all of its rights with respect to the Mortgage Loans including, without limitation, the representations and warranties of the Seller made pursuant to Section 2.03(a)(ii) hereof, together with all rights of the Depositor to require the Seller to cure any breach thereof or to repurchase or substitute for any affected Mortgage Loan in accordance with this Agreement.

It is understood and agreed that the representations and warranties set forth in this Section 2.04 shall survive delivery of the Mortgage Files to the Trustee. Upon discovery by the Depositor or the Trustee of a breach of any of the foregoing representations and warranties set forth in this Section 2.04 (referred to herein as a “breach”), which breach materially and adversely affects the interest of the Certificateholders, the party discovering such breach shall give prompt written notice to the others and to each Rating Agency.

Section 2.05 Delivery of Opinion of Counsel in Connection with Substitutions.

(a) Notwithstanding any contrary provision of this Agreement, no substitution pursuant to Section 2.02 or Section 2.03 shall be made more than 90 days after the Closing Date unless the Seller delivers to the Trustee an Opinion of Counsel, which Opinion of Counsel shall not be at the expense of the Trustee or the Trust Fund, addressed to the Trustee, to the effect that such substitution will not (i) result in the imposition of the tax on “prohibited transactions” on the Trust Fund or contributions after the Startup Date, as defined in Sections 860F(a)(2) and 860G(d) of the Code, respectively, or (ii) cause each REMIC created hereunder to fail to qualify as a REMIC at any time that any Certificates are outstanding.

(b) Upon discovery by the Depositor, the Seller, the Master Servicer, the Custodian or the Trustee that any Mortgage Loan does not constitute a “qualified mortgage” within the meaning of Section 860G(a)(3) of the Code, the party discovering such fact shall promptly (and in any event within five (5) Business Days of discovery) give written notice thereof to the other parties. In connection therewith, the Trustee shall require the Seller, at the Seller’s option, to either (i) substitute, if the conditions in Section 2.03(c) with respect to substitutions are satisfied, a Substitute Mortgage Loan for the affected Mortgage Loan, or (ii) repurchase the affected Mortgage Loan, in each case, within 90 days of such discovery in the same manner as it would a Mortgage Loan for a breach of representation or warranty made pursuant to Section 2.03. The Trustee shall reconvey to the Seller the Mortgage Loan to be released pursuant hereto in the same manner, and on the same terms and conditions, as it would a Mortgage Loan repurchased for breach of a representation or warranty contained in Section 2.03.

Section 2.06 Execution and Delivery of Certificates.

The Trustee acknowledges the transfer and assignment to it of the Trust Fund and, concurrently with such transfer and assignment, has executed and delivered to or upon the order of the Depositor, the Certificates in authorized denominations evidencing directly or indirectly the entire ownership of the Trust Fund. The Trustee agrees to hold the Trust Fund and exercise the rights referred to above for the benefit of all present and future Holders of the Certificates and to perform the duties set forth in this Agreement to the best of its ability, to the end that the interests of the Holders of the Certificates may be adequately and effectively protected.

Section 2.07 REMIC Matters

The Preliminary Statement above sets forth the designations and “latest possible maturity date” for federal income tax purposes of all interests created hereby. The “Startup Day” for purposes of the REMIC Provisions shall be the Closing Date. The “tax matters person” with respect to each REMIC hereunder shall be the holder of the largest percentage interest in the Residual Certificates and the Trustee shall, as its agent, perform the duties of the Tax Matters Person. Each REMIC’s fiscal year shall be the calendar year.

Section 2.08 Covenants of the Master Servicer.

The Master Servicer hereby covenants to the Depositor and the Trustee as follows:

- (A) the Master Servicer shall comply in the performance of its obligations under this Agreement with all reasonable rules and requirements of the insurer under each Required Insurance Policy; and
- (B) no written information, certificate of an officer, statement furnished in writing or written report delivered to the Depositor, any affiliate of the Depositor or the Trustee and prepared by the Master Servicer pursuant to this Agreement will contain any untrue statement of a material fact or omit to state a material fact necessary to make such information, certificate, statement or report not misleading.

ARTICLE III

ADMINISTRATION AND SERVICING OF MORTGAGE LOANS

Section 3.01 Master Servicer to Service Mortgage Loans.

For and on behalf of the Certificateholders, the Master Servicer shall service and administer the Mortgage Loans in accordance with the terms of this Agreement and customary and usual standards of practice of prudent mortgage loan servicers. In connection with such servicing and administration, the Master Servicer shall have full power and authority, acting alone and/or through Subservicers as provided in Section 3.02 hereof, subject to the terms hereof (i) to execute and deliver, on behalf of the Certificateholders and the Trustee, customary consents or waivers and other instruments and documents, (ii) to consent to transfers of any related Mortgaged Property and assumptions of the related Mortgage Notes and related Mortgages (but only in the manner provided in this Agreement), (iii) to collect any related Insurance Proceeds and other related Liquidation Proceeds, (iv) to effectuate foreclosure or other conversion of the ownership of the Mortgaged Property securing any Mortgage Loan and (v) to take all actions that a mortgagee is permitted or required to take by the FHA, the VA or the RHS, as the case may be; provided that the Master Servicer shall not take any action that is inconsistent with or prejudices the interests of the Trust Fund or the Certificateholders in any Mortgage Loan or the rights and interests of the Depositor, the Trustee and the Certificateholders under this Agreement. The Master Servicer shall represent and protect the interests of the Trust Fund in the same manner as it protects its own interests in mortgage loans in its own portfolio in any claim, proceeding or litigation regarding a Mortgage Loan, and shall not make or permit any modification, waiver or amendment of any Mortgage Loan which would cause any REMIC created hereunder to fail to qualify as a REMIC or result in the imposition of any tax under Section 860F(a) or Section 860G(d) of the Code. Without limiting the generality of the foregoing, the Master Servicer, in its own name or in the name of the Depositor and the Trustee, is hereby authorized and empowered by the Depositor and the Trustee, when the Master Servicer believes it appropriate in its reasonable judgment, to execute and deliver, on behalf of the Trustee, the Depositor, the Certificateholders or any of them, any and all instruments of satisfaction or cancellation, or of partial or full release or discharge and all other comparable instruments, with respect to the Mortgage Loans, and with respect to the Mortgaged Properties held for the benefit of the Certificateholders. The Master Servicer shall prepare and deliver to the Depositor and/or the Trustee such documents requiring execution and delivery by either or both of them as are necessary or appropriate to enable the Master Servicer to service and administer the Mortgage Loans to the extent that the Master Servicer is not permitted to execute and deliver such documents pursuant to the preceding sentence. Upon receipt of such documents, the Depositor and/or the Trustee shall execute such documents and deliver them to the Master Servicer. The Master Servicer further is authorized and empowered by the Trustee, on behalf of the Certificateholders and the Trustee, in its own name or in the name of the Subservicer, when the Master Servicer or the Subservicer, as the case may be, believes it appropriate in its best judgment to register any Mortgage Loan on the MERS® System, or cause the removal from the registration of any Mortgage Loan on the MERS® System, to execute and deliver, on behalf of the Trustee and the Certificateholders or any of them, any and all instruments of assignment and

other comparable instruments with respect to such assignment or re-recording of a related Mortgage in the name of MERS, solely as nominee for the Trustee and its successors and assigns.

In accordance with the standards of the preceding paragraph, the Master Servicer shall advance or cause to be advanced funds as necessary for the purpose of effecting the payment of taxes and assessments on the Mortgaged Properties, which advances shall be reimbursable in the first instance from related collections from the Mortgagors pursuant to Section 3.06, and further as provided in Section 3.08. The costs incurred by the Master Servicer, if any, in effecting the timely payments of taxes and assessments on the Mortgaged Properties and related insurance premiums shall not, for the purpose of calculating monthly distributions to the Certificateholders, be added to the Scheduled Principal Balances of the related Mortgage Loans, notwithstanding that the terms of such Mortgage Loans so permit.

In servicing and administering the Mortgage Loans, the Master Servicer shall comply strictly with the National Housing Act, the FHA Regulations, the Servicemen's Readjustment Act, the VA Regulations, the RHS regulations and administrative guidelines issued thereunder or pursuant thereto (insofar as the same apply to any such Mortgage Loan) and, to the extent permitted hereunder, promptly discharge all of the obligations of the mortgagee thereunder and under each related Mortgage including the timely giving of notices, the essence hereof being that the full benefits of each FHA Insurance Contract, VA Guaranty Agreement and RHS Guaranty Agreement inure to the Trustee, on behalf of the Certificateholders. The Master Servicer shall not permit any modification with respect to any FHA Loan, VA Loan or RHS Loan if such modification would materially adversely affect the related FHA Insurance Contract, VA Guaranty Agreement or RHS Guaranty Agreement, as the case may be. In the event the Trust receives debentures from the FHA in exchange for a Mortgage Loan, the Master Servicer shall immediately purchase such debentures at a price equal to the unpaid principal balance of such debenture, plus one month's accrued interest at the related Mortgage Loan's interest rate, less the Servicing Fee unless the Master Servicer receives an Opinion of Counsel addressed to it and the Trustee to the effect that the inclusion of such debenture in the Trust will not cause the termination of the REMIC status of the related REMIC or the imposition of any tax on the Trust.

Section 3.02 Subservicing; Enforcement of the Obligations of Servicers.

(a) The Master Servicer may arrange for the subservicing of any Mortgage Loan by a Subservicer pursuant to a subservicing agreement; provided, however, that (i) such Subservicer is pre-approved by the FHA, VA and, if applicable, RHS, and an approved FHLMC, FHA, VA and, if applicable, RHS, seller/servicer as indicated in writing, and which represents and warrants that it is in compliance with the laws of each state necessary to enable it to perform its obligations under such subservicing agreement and (ii) such subservicing arrangement and the terms of the related subservicing agreement must provide for the servicing of such Mortgage Loans in a manner consistent with the servicing arrangements contemplated hereunder. Unless the context otherwise requires, references in this Agreement to actions taken or to be taken by the Master Servicer in servicing the Mortgage Loans include actions taken or to be taken by a Subservicer on behalf of the Master Servicer. Notwithstanding the provisions of any subservicing agreement, any of the provisions of this Agreement relating to agreements or arrangements between the Master Servicer and a Subservicer or reference to actions taken

through a Subservicer or otherwise, the Master Servicer shall remain obligated and liable to the Depositor, the Trustee and the Certificateholders for the servicing and administration of the Mortgage Loans in accordance with the provisions of this Agreement without diminution of such obligation or liability by virtue of such subservicing agreements or arrangements or by virtue of indemnification from the Subservicer and to the same extent and under the same terms and conditions as if the Master Servicer alone were servicing and administering the Mortgage Loans. All actions of each Subservicer performed pursuant to the related subservicing agreement shall be performed as an agent of the Master Servicer with the same force and effect as if performed directly by the Master Servicer.

(b) For purposes of this Agreement, the Master Servicer shall be deemed to have received any collections, recoveries or payments with respect to the Mortgage Loans that are received by a Subservicer regardless of whether such payments are remitted by the Subservicer to the Master Servicer.

(c) Notwithstanding any provision in this Agreement or in any subservicing agreement to the contrary, in no event will any termination fees payable to a subservicer upon the removal thereof be charged to (or paid from) monies in the Trust Fund (from the Collection Account or otherwise).

Section 3.03 Rights of the Depositor and the Trustee in Respect of the Master Servicer.

The Depositor may, but is not obligated to, enforce the obligations of the Master Servicer hereunder and may, but is not obligated to, perform, or cause a designee to perform, any defaulted obligation of the Master Servicer hereunder and in connection with any such defaulted obligation to exercise the related rights of the Master Servicer hereunder; provided that the Master Servicer shall not be relieved of any of its obligations hereunder by virtue of such performance by the Depositor or its designee. Neither the Trustee nor the Depositor shall have any responsibility or liability for any action or failure to act by the Master Servicer nor shall the Trustee or the Depositor be obligated to supervise the performance of the Master Servicer hereunder or otherwise.

Section 3.04 Trustee to Act as Master Servicer.

In the event that the Master Servicer shall for any reason no longer be the Master Servicer hereunder (including by reason of an Event of Default), the Trustee or its successor shall thereupon assume all of the rights and obligations of the Master Servicer hereunder arising thereafter (except that the Trustee shall not be (i) liable for losses of the Master Servicer pursuant to Section 3.09 hereof or any acts or omissions of the predecessor Master Servicer hereunder, (ii) obligated to make Monthly Advances if it is prohibited from doing so by applicable law, (iii) obligated to effectuate repurchases or substitutions of Mortgage Loans hereunder including, but not limited to, repurchases or substitutions of Mortgage Loans pursuant to Section 2.02, 2.03 or 3.01 hereof, (iv) responsible for expenses of the Master Servicer pursuant to Section 2.03 or (v) deemed to have made any representations and warranties of the Master Servicer hereunder). Any such assumption shall be subject to Section 7.02 hereof. If the Master Servicer shall for any reason no longer be the Master Servicer (including by reason of any Event of Default), the

Trustee or its successor shall succeed to any rights and obligations of the Master Servicer under each subservicing agreement.

The Master Servicer shall, upon request of the Trustee, but at the expense of the Master Servicer, deliver to the assuming party all documents and records relating to each subservicing agreement or substitute subservicing agreement and the Mortgage Loans then being serviced thereunder and an accounting of amounts collected or held by it and otherwise use its best efforts to effect the orderly and efficient transfer of the substitute subservicing agreement to the assuming party.

Section 3.05 Collection of Mortgage Loan Payments; Collection
Account; Distribution Account.

(a) The Master Servicer shall make reasonable efforts in accordance with the customary and usual standards of practice of prudent mortgage servicers to collect all payments called for under the terms and provisions of the Mortgage Loans to the extent such procedures shall be consistent with this Agreement and the terms and provisions of any related Required Insurance Policy. Consistent with the foregoing, the Master Servicer may in its discretion (i) waive any late payment charge or any prepayment charge or penalty interest in connection with the prepayment of a Mortgage Loan and (ii) extend the due dates for payments due on a related Mortgage Note in accordance with FHA, VA or RHS guidelines, as applicable. In the event of any such arrangement, the Master Servicer shall make Monthly Advances on the related Mortgage Loan in accordance with the provisions of Section 4.01 during the scheduled period in accordance with the amortization schedule of such Mortgage Loan without modification thereof by reason of such arrangements. The Master Servicer shall not be required to institute or join in litigation with respect to collection of any payment (whether under a Mortgage, Mortgage Note or otherwise or against any public or governmental authority with respect to a taking or condemnation) if it reasonably believes that enforcing the provision of the Mortgage or other instrument pursuant to which such payment is required is prohibited by applicable law.

(b) The Master Servicer shall establish and maintain a Collection Account into which the Master Servicer shall deposit or cause to be deposited no later than two Business Days after receipt, except as otherwise specifically provided herein, the following payments and collections remitted by Subservicers or received by it in respect of the Mortgage Loans subsequent to the Cut-off Date (other than in respect of principal and interest due on the Mortgage Loans on or before the Cut-off Date and Arrearages) and the following amounts required to be deposited hereunder:

- (i) all payments on account of principal on the Mortgage Loans, including Principal Prepayments;
- (ii) all payments on account of interest on the Mortgage Loans, net of the related Servicing Fee;
- (iii) all Insurance Proceeds and Liquidation Proceeds in respect of the Mortgage Loans, other than proceeds to be applied to the restoration or repair of the

Mortgaged Property or released to the Mortgagor in accordance with the Master Servicer's normal servicing procedures;

(iv) any amount required to be deposited by the Master Servicer pursuant to Section 3.05(e) in connection with any losses on Permitted Investments;

(v) any amounts required to be deposited by the Master Servicer pursuant to Section 3.09(c) and in respect of net monthly rental income from REO Property related to a Mortgage Loan pursuant to Section 3.11 hereof;

(vi) all Substitution Adjustment Amounts;

(vii) all Monthly Advances made by the Master Servicer pursuant to Section 4.01; and

(viii) any other amounts required to be deposited hereunder.

In addition, with respect to any Mortgage Loan that is subject to a buydown agreement, on each Due Date for such Mortgage Loan, in addition to the monthly payment remitted by the Mortgagor, the Master Servicer shall cause funds to be deposited into the Collection Account in an amount required to cause an amount of interest to be paid with respect to such Mortgage Loan equal to the amount of interest that has accrued on such Mortgage Loan from the preceding Due Date at the Mortgage Rate net of the related Servicing Fee.

The foregoing requirements for deposit by the Master Servicer shall be exclusive, it being understood and agreed that, without limiting the generality of the foregoing, payments in the nature of prepayment penalties, late payment charges or assumption fees, if collected, need not be deposited by the Master Servicer. In the event that the Master Servicer shall deposit any amount not required to be deposited, it may at any time withdraw or direct the institution maintaining the Collection Account to withdraw such amount from the Collection Account, any provision herein to the contrary notwithstanding. Such withdrawal or direction may be accomplished by delivering written notice thereof to the Trustee or such other institution maintaining the Collection Account that describes the amounts deposited in error in the Collection Account. The Master Servicer shall maintain adequate records with respect to all withdrawals made pursuant to this Section. All funds deposited in the Collection Account shall be held in trust for the Certificateholders until withdrawn in accordance with Section 3.08.

(c) [Reserved].

(d) The Trustee shall establish and maintain, on behalf of the Certificateholders, the Distribution Account. The Trustee shall, promptly upon receipt, deposit in the Distribution Account and retain therein the following:

(i) the aggregate amount remitted by the Master Servicer to the Trustee pursuant to Section 3.08(a)(ix);

(ii) any amount deposited by the Master Servicer pursuant to Section 3.05(e) in connection with any losses on Permitted Investments; and

(iii) any other amounts deposited hereunder which are required to be deposited in the Distribution Account.

In the event that the Master Servicer shall remit any amount not required to be remitted, it may at any time direct the Trustee to withdraw such amount from the Distribution Account, any provision herein to the contrary notwithstanding. Such direction may be accomplished by delivering an Officer's Certificate to the Trustee that describes the amounts deposited in error in the Distribution Account. All funds deposited in the Distribution Account shall be held by the Trustee in trust for the Certificateholders until disbursed in accordance with this Agreement or withdrawn in accordance with Section 3.08. In no event shall the Trustee incur liability for withdrawals from the Distribution Account at the direction of the Master Servicer.

(e) Each institution at which the Collection Account or the Distribution Account is maintained shall invest the funds therein as directed in writing by the Master Servicer in Permitted Investments, which shall mature not later than (i) in the case of the Collection Account, the Business Day next preceding the related Master Servicer Remittance Date and (ii) in the case of the Distribution Account, not later than such Distribution Date and, in each case, shall not be sold or disposed of prior to its maturity. All such Permitted Investments shall be made in the name of the Trustee, for the benefit of the Certificateholders. All income and gain net of any losses realized from any such investment of funds on deposit in the Collection Account and the Distribution Account shall be for the benefit of the Master Servicer as servicing compensation and shall be remitted to it monthly as provided herein. The amount of any realized losses in the Collection Account or the Distribution Account incurred in any such account in respect of any such investments shall promptly be deposited by the Master Servicer in the Collection Account or the Distribution Account, as applicable, from its own funds without right of reimbursement. The Trustee in its fiduciary capacity shall not be liable for the amount of any loss incurred in respect of any investment or lack of investment of funds held in the Collection Account or the Distribution Account and made in accordance with this Section 3.05.

(f) The Master Servicer shall give notice to the Trustee, the Seller, each Rating Agency and the Depositor of any proposed change of the location of the Collection Account prior to any change thereof. The Trustee shall give notice to the Master Servicer, the Seller, each Rating Agency and the Depositor of any proposed change of the location of the Distribution Account prior to any change thereof.

Section 3.06 Collection of Taxes, Assessments and Similar Items;
Escrow Accounts.

(a) To the extent required by the related Mortgage Note and not in violation of current law, the Master Servicer shall establish and maintain one or more accounts (each, an "Escrow Account") and deposit and retain therein all collections from the Mortgagors (or advances by the Master Servicer) for the payment of taxes, assessments, hazard insurance premiums or comparable items for the account of the Mortgagors. Nothing herein shall require the Master Servicer to compel a Mortgagor to establish an Escrow Account in violation of applicable law.

(b) Withdrawals of amounts so collected from the Escrow Accounts may be made only to effect timely payment of taxes, assessments, hazard insurance premiums, condominium or PUD association dues, or comparable items, to reimburse the Master Servicer out of related collections for any payments made pursuant to Sections 3.01 hereof (with respect to taxes and assessments and insurance premiums) and 3.09 hereof (with respect to hazard insurance), to refund to any Mortgagors any sums determined to be overages, to pay interest, if required by law or the terms of the related Mortgage or Mortgage Note, to Mortgagors on balances in the Escrow Account, in the case of FHA Loans, VA Loans or RHS Loans, for transfer to the Collection Account, fire and hazard insurance proceeds and escrow payments with respect to any Mortgage Loan where the FHA, VA or RHS, as the case may be, has directed application of such funds as a credit against the proceeds of the FHA Insurance Contract, the VA Guaranty Agreement or the RHS Guaranty Agreement, or to clear and terminate an Escrow Account at the termination of this Agreement in accordance with Section 9.01 hereof. The Escrow Accounts shall not be a part of the Trust Fund.

(c) The Master Servicer shall advance any payments referred to in Section 3.06(a) that are not timely paid by the Mortgagors on the date when the tax, premium or other cost for which such payment is intended is due, but the Master Servicer shall be required so to advance only to the extent that such advances, in the good faith judgment of the Master Servicer, will be recoverable by the Master Servicer out of Insurance Proceeds, Liquidation Proceeds or otherwise.

Section 3.07 Access to Certain Documentation and Information
Regarding the Mortgage Loans.

The Master Servicer shall afford the Depositor and the Trustee reasonable access to all records and documentation regarding the Mortgage Loans and all accounts, insurance information and other matters relating to this Agreement, such access being afforded without charge, but only upon reasonable request and during normal business hours at the office designated by the Master Servicer.

Upon reasonable advance notice in writing, the Master Servicer will provide to each Certificateholder which is a savings and loan association, bank, insurance company or financial institution certain reports and reasonable access to information and documentation regarding the Mortgage Loans sufficient to permit such Certificateholder to comply with applicable regulations of the OTS or other regulatory authorities with respect to investment in the Certificates; provided that the Master Servicer shall be entitled to be reimbursed by each such Certificateholder for actual expenses incurred by the Master Servicer in providing such reports and access.

Section 3.08 Permitted Withdrawals from the Collection Account and
the Distribution Account.

(a) The Master Servicer may from time to time make withdrawals from the Collection Account for the following purposes:

(i) to pay to the Master Servicer (to the extent not previously retained by the Master Servicer) the servicing compensation to which it is entitled pursuant to

Section 3.14, and to pay to the Master Servicer, as additional servicing compensation, earnings on or investment income with respect to funds in or credited to the Collection Account;

(ii) to reimburse each of the Master Servicer and the Trustee for unreimbursed Monthly Advances made by it, such right of reimbursement pursuant to this subclause (ii) being limited to amounts received on the Mortgage Loan(s) in respect of which any such Monthly Advance was made;

(iii) to reimburse the Master Servicer for unreimbursed Insured Expenses made by it from the related Insurance Proceeds;

(iv) to reimburse the Master Servicer for (a) unreimbursed Servicing Advances, the Master Servicer's right to reimbursement pursuant to this clause (a) with respect to any Mortgage Loan being limited to amounts received on such Mortgage Loan(s) which represent late recoveries of the payments for which such advances were made pursuant to Section 3.01, Section 3.06 or Section 3.09 and (b) for unpaid Servicing Advances and Servicing Fees as provided in Section 3.11 hereof;

(v) to pay to the purchaser, with respect to each Mortgage Loan or property acquired in respect thereof that has been purchased pursuant to Section 2.02, 2.03 or, with respect to a Mortgage Loan, 3.11, all amounts received thereon after the date of such purchase;

(vi) to reimburse the Seller, the Master Servicer or the Depositor for expenses incurred by any of them and reimbursable pursuant to Section 6.03 hereof;

(vii) to withdraw any amount deposited in the Collection Account and not required to be deposited therein;

(viii) to reimburse the Master Servicer or the Trustee, as the case may be, for expenses reasonably incurred in connection with any breach or defect giving rise to the purchase obligation under Section 2.03 of this Agreement, including any expenses arising out of the enforcement of the purchase obligation;

(ix) on or prior to the Master Servicer Remittance Date, to withdraw an amount equal to the Available Distribution Amount related to the Mortgage Loans and remit such amount to the Trustee;

(x) to pay to the servicer that made such advances, all Arrearages collected;

(xi) to reimburse each of the Master Servicer and the Trustee for any Nonrecoverable Advance previously made by it;

(xii) subject to Section 4.01, to reimburse the Master Servicer in respect of any unreimbursed Advances to the extent of funds held in the Collection Account for

future distribution that were not included in the Available Distribution Amount related to the Mortgage Loans for the preceding Distribution Date; and

(xiii) to clear and terminate the Collection Account upon termination of this Agreement pursuant to Section 9.01 hereof.

The Master Servicer shall keep and maintain separate accounting, on a loan by loan basis, for the purpose of justifying any withdrawal from the Collection Account pursuant to such subclauses (i), (ii), (iii), (iv), (v), (x) and (xi), prior to making any withdrawal from the Collection Account pursuant to such subclause.

(b) The Trustee shall withdraw funds from the Distribution Account for distributions to Certificateholders in the manner specified in this Agreement (and to withhold from the amounts so withdrawn, the amount of any taxes that it is authorized to withhold pursuant to the last paragraph of Section 8.11). In addition, the Trustee shall from time to time make withdrawals from the Distribution Account for the following purposes:

(i) to pay, prior to any distributions to Certificateholders, to itself the Trustee Fee and the reimbursement for any other amounts due and owing to it pursuant to this Agreement that are permitted expenses of the Trust, including but not limited to Section 7.02 and Section 8.05 (subject to the limitations set forth in such sections) for the related Distribution Date;

(ii) to pay, prior to any distributions to Certificateholders, to the Master Servicer as additional compensation earnings on or investment income with respect to funds in the Distribution Account;

(iii) to withdraw and return to the Master Servicer prior to any distributions to Certificateholders, any amount deposited in the Distribution Account and not required to be deposited therein; and

(iv) to clear and terminate the Distribution Account upon termination of the Agreement pursuant to Section 9.01 hereof.

Section 3.09 Maintenance of Hazard Insurance.

(a) The Master Servicer shall cause to be maintained, for each Mortgage Loan, hazard insurance with extended coverage in an amount that is at least equal to the lesser of (i) the maximum insurable value of the improvements securing such Mortgage Loan, (ii) the greater of (y) the outstanding principal balance of the Mortgage Loan and (z) an amount such that the proceeds of such policy shall be sufficient to prevent the Mortgagor and/or the mortgagee from becoming a co-insurer, or (iii) the amount required under applicable HUD/FHA regulations. Each such policy of standard hazard insurance shall contain, or have an accompanying endorsement that contains, a standard mortgagee clause. Any amounts collected by the Master Servicer under any such policies (other than the amounts to be applied to the restoration or repair of the related Mortgaged Property or amounts released to the Mortgagor in accordance with the Master Servicer's normal servicing procedures) shall be deposited in the Collection Account.

Any cost incurred by the Master Servicer in maintaining any such insurance shall not, for the purpose of calculating monthly distributions to the Certificateholders or remittances to the Trustee for their benefit, be added to the principal balance of the Mortgage Loan, notwithstanding that the terms of the Mortgage Loan so permit. Such costs shall be recoverable by the Master Servicer out of late payments by the related Mortgagor or out of Liquidation Proceeds to the extent permitted by Section 3.08 hereof. It is understood and agreed that no earthquake or other additional insurance is to be required of any Mortgagor or maintained on property acquired in respect of a Mortgage other than pursuant to such applicable laws and regulations as shall at any time be in force and as shall require such additional insurance. If the Mortgaged Property is located at the time of origination of the Mortgage Loan in a federally designated special flood hazard area and such area is participating in the national flood insurance program, the Master Servicer shall cause flood insurance to be maintained with respect to such Mortgage Loan. Such flood insurance shall be in an amount equal to the least of (i) the outstanding principal balance of the related Mortgage Loan, (ii) the replacement value of the improvements which are part of such Mortgaged Property, and (iii) the maximum amount of such insurance available for the related Mortgaged Property under the national flood insurance program.

Section 3.10 Enforcement of Due-on-Sale Clauses; Assumption
Agreements.

(a) Except as otherwise provided in this Section, when any property subject to a Mortgage has been conveyed by the Mortgagor, the Master Servicer shall to the extent that it has knowledge of such conveyance, enforce any due-on-sale clause contained in any Mortgage Note or Mortgage, to the extent permitted under applicable law and governmental regulations, but only to the extent that such enforcement will not adversely affect or jeopardize coverage under any Required Insurance Policy. Notwithstanding the foregoing, the Master Servicer is not required to exercise such rights with respect to a Mortgage Loan if the Person to whom the related Mortgaged Property has been conveyed or is proposed to be conveyed satisfies the terms and conditions contained in the Mortgage Note and Mortgage related thereto and the consent of the mortgagee under such Mortgage Note or Mortgage is not otherwise so required under such Mortgage Note or Mortgage as a condition to such transfer. In the event that the Master Servicer is prohibited by law from enforcing any such due-on-sale clause, or if coverage under any Required Insurance Policy would be adversely affected, or if nonenforcement is otherwise permitted hereunder, the Master Servicer is authorized, subject to Section 3.10(b), to take or enter into an assumption and modification agreement from or with the person to whom such property has been or is about to be conveyed, pursuant to which such person becomes liable under the Mortgage Note and, unless prohibited by applicable state law, the Mortgagor remains liable thereon; provided that the Mortgage Loan shall continue to be covered (if so covered before the Master Servicer enters such agreement) by the applicable Required Insurance Policies. The Master Servicer, subject to Section 3.10(b), is also authorized with the prior approval of the insurers under any Required Insurance Policies to enter into a substitution of liability agreement with such Person, pursuant to which the original Mortgagor is released from liability and such Person is substituted as Mortgagor and becomes liable under the Mortgage Note. Notwithstanding the foregoing, the Master Servicer shall not be deemed to be in default under

this Section by reason of any transfer or assumption which the Master Servicer reasonably believes it is restricted by law from preventing, for any reason whatsoever.

(b) Subject to the Master Servicer's duty to enforce any due-on-sale clause to the extent set forth in Section 3.10(a) hereof, in any case in which a Mortgaged Property has been conveyed to a Person by a Mortgagor, and such Person is to enter into an assumption agreement or modification agreement or supplement to the Mortgage Note or Mortgage that requires the signature of the Trustee, or if an instrument of release signed by the Trustee is required releasing the Mortgagor from liability on the Mortgage Loan, the Master Servicer shall prepare and deliver or cause to be prepared and delivered to the Trustee for signature and shall direct, in writing, the Trustee to execute the assumption agreement with the Person to whom the Mortgaged Property is to be conveyed and such modification agreement or supplement to the Mortgage Note or Mortgage or other instruments as are reasonable or necessary to carry out the terms of the Mortgage Note or Mortgage or otherwise to comply with any applicable laws regarding assumptions or the transfer of the Mortgaged Property to such Person. In connection with any such assumption, no material term of the Mortgage Note may be changed. In addition, the substitute Mortgagor and the Mortgaged Property must be acceptable to the Master Servicer in accordance with its underwriting standards as then in effect. Together with each such substitution, assumption or other agreement or instrument delivered to the Trustee for execution by it, the Master Servicer shall deliver an Officer's Certificate signed by a Servicing Officer stating that the requirements of this subsection have been met in connection therewith. The Master Servicer shall notify the Trustee that any such substitution or assumption agreement has been completed by forwarding to the Trustee the original of such substitution or assumption agreement, which shall be added to the related Mortgage File and shall, for all purposes, be considered a part of such Mortgage File to the same extent as all other documents and instruments constituting a part thereof. Any fee collected by the Master Servicer for entering into an assumption or substitution of liability agreement will be retained by the Master Servicer as additional servicing compensation.

Section 3.11 Realization Upon Defaulted Mortgage Loans; Repurchase
of Certain Mortgage Loans.

The Master Servicer shall use reasonable efforts to foreclose upon or otherwise comparably convert the ownership of properties securing such of the Mortgage Loans as come into and continue in default and as to which no satisfactory arrangements can be made for collection of delinquent payments. In connection with such foreclosure or other conversion, the Master Servicer shall follow such practices and procedures as it shall deem necessary or advisable and as shall be normal and usual in its general mortgage servicing activities and meet the requirements of the insurer under any Required Insurance Policy; provided, however, that the Master Servicer shall not be required to expend its own funds in connection with any foreclosure or towards the restoration of any property unless it shall determine (i) that such restoration and/or foreclosure will increase the proceeds of liquidation of the Mortgage Loan after reimbursement to itself of such expenses and (ii) that such expenses will be recoverable to it through related Liquidation Proceeds (respecting which it shall have priority for purposes of withdrawals from the Collection Account). The Master Servicer shall be responsible for all other costs and expenses incurred by it in any such proceedings; provided, however, that it shall be entitled to reimbursement thereof from the liquidation proceeds with respect to the related Mortgaged

Property, as provided in the definition of Liquidation Proceeds. If the Master Servicer has knowledge that a Mortgaged Property which the Master Servicer is contemplating acquiring in foreclosure or by deed in lieu of foreclosure is located within a 1 mile radius of any site listed in the Expenditure Plan for the Hazardous Substance Clean Up Bond Act of 1984 or other site with environmental or hazardous waste risks known to the Master Servicer, the Master Servicer will, prior to acquiring the Mortgaged Property, consider such risks and only take action in accordance with its established environmental review procedures; provided that, in the good faith judgment of the Master Servicer, such actions will not have a material adverse effect on the Trust or the interests of the Certificateholders.

In the event that any payment due under any FHA Loan becomes delinquent, the Master Servicer shall take all such actions as are in the best interests of the Certificateholders and permitted under any applicable FHA loss mitigation proceedings, including, but not limited to, requesting the FHA to accept an assignment of such FHA Loan, and, upon the Master Servicer's determination that foreclosure is in the best interest of the Certificateholders, commencing foreclosure proceedings. With respect to each VA Loan or RHS Loan, the Master Servicer shall diligently seek to mitigate losses by utilizing all remedies available in the VA Regulations or RHS regulations, as applicable.

With respect to any REO Property, the deed or certificate of sale shall be taken in the name of the Trustee for the benefit of the Certificateholders, or its nominee, on behalf of the Certificateholders. The Trustee's name shall be placed on the title to such REO Property solely as the Trustee hereunder and not in its individual capacity. The Master Servicer shall ensure that the title to such REO Property references this Pooling and Servicing Agreement and the Trustee's capacity hereunder. Pursuant to its efforts to sell such REO Property, the Master Servicer shall either itself or through an agent selected by the Master Servicer protect and conserve such REO Property in the same manner and to such extent as is customary in the locality where such REO Property is located and may, incident to its conservation and protection of the interests of the Certificateholders, rent the same, or any part thereof, as the Master Servicer deems to be in the best interest of the Certificateholders for the period prior to the sale of such REO Property. The Master Servicer shall prepare for and deliver to the Trustee a statement with respect to each REO Property that has been rented showing the aggregate rental income received and all expenses incurred in connection with the maintenance of such REO Property at such times as is necessary to enable the Trustee to comply with the reporting requirements of the REMIC Provisions. The net monthly rental income, if any, from such REO Property shall be deposited in the Collection Account no later than the close of business on each Determination Date. The Master Servicer shall perform the tax reporting and withholding required by Sections 1445 and 6050J of the Code with respect to foreclosures and abandonments, the tax reporting required by Section 6050H of the Code with respect to the receipt of mortgage interest from individuals and any tax reporting required by Section 6050P of the Code with respect to the cancellation of indebtedness by certain financial entities, by preparing such tax and information returns as may be required, in the form required, and delivering the same to the Trustee for filing.

In the event that the Trust Fund acquires any Mortgaged Property as aforesaid or otherwise in connection with a default or imminent default on a Mortgage Loan, the Master Servicer shall dispose of such Mortgaged Property as soon as practicable in a manner that

maximizes the Liquidation Proceeds thereof, but in no event later than three years after its acquisition by the Trust Fund. In the event the Master Servicer does not dispose of such a Mortgaged Property during the related three-year period, the Trustee shall have been supplied with an Opinion of Counsel to the effect that the holding by the Trust Fund of such Mortgaged Property subsequent to such three-year period will not result in the imposition of taxes on “prohibited transactions” of any REMIC hereunder as defined in section 860F of the Code or cause any REMIC hereunder to fail to qualify as a REMIC at any time that any Certificates are outstanding, the Trust Fund may continue to hold such Mortgaged Property (subject to any conditions contained in such Opinion of Counsel) after the expiration of such three-year period. Notwithstanding any other provision of this Agreement, no Mortgaged Property acquired by the Trust Fund shall be rented (or allowed to continue to be rented) or otherwise used for the production of income by or on behalf of the Trust Fund in such a manner or pursuant to any terms that would (i) cause such Mortgaged Property to fail to qualify as “foreclosure property” within the meaning of section 860G(a)(8) of the Code or (ii) subject any REMIC hereunder to the imposition of any federal, state or local income taxes on the income earned from such Mortgaged Property under Section 860G(c) of the Code or otherwise, unless the Master Servicer has agreed to indemnify and hold harmless the Trust Fund with respect to the imposition of any such taxes.

In the event of a default on a Mortgage Loan one or more of whose obligor is not a United States Person, as that term is defined in Section 7701(a)(30) of the Code, in connection with any foreclosure or acquisition of a deed in lieu of foreclosure (together, “foreclosure”) in respect of such Mortgage Loan, the Master Servicer will cause compliance with the provisions of Treasury Regulation Section 1.1445-2(d)(3) (or any successor thereto) necessary to assure that no withholding tax obligation arises with respect to the proceeds of such foreclosure except to the extent, if any, that proceeds of such foreclosure are required to be remitted to the obligors on such Mortgage Loan.

The decision of the Master Servicer to foreclose on a defaulted Mortgage Loan shall be subject to a determination by the Master Servicer that the proceeds of such foreclosure would exceed the costs and expenses of bringing such a proceeding. The income earned from the management of any REO Properties, net of reimbursement to the Master Servicer for expenses incurred (including any property or other taxes) in connection with such management and net of unreimbursed Servicing Fees, Monthly Advances and Servicing Advances, shall be applied to the payment of principal of and interest on the related defaulted Mortgage Loans (with interest accruing as though such Mortgage Loans were still current) and all such income shall be deemed, for all purposes in this Agreement, to be payments on account of principal and interest on the related Mortgage Notes and shall be deposited into the Collection Account. To the extent the net income received during any calendar month is in excess of the amount attributable to amortizing principal and accrued interest at the related Mortgage Rate on the related Mortgage Loan for such calendar month, such excess shall be considered to be a partial prepayment of principal of the related Mortgage Loan.

The proceeds from any liquidation of a Mortgage Loan, as well as any income from an REO Property, will be applied in the following order of priority: first, to reimburse the Master Servicer for any related unreimbursed Servicing Advances and Servicing Fees; second, to reimburse the Master Servicer for any unreimbursed Monthly Advances; third, to accrued and

unpaid interest (to the extent no Monthly Advance has been made for such amount or any such Monthly Advance has been reimbursed) on the Mortgage Loan or related REO Property, at the Net Mortgage Rate to the Due Date occurring in the month in which such amounts are required to be distributed; and fourth, as a recovery of principal of the Mortgage Loan. Excess Proceeds, if any, from the liquidation of a Liquidated Mortgage Loan will be retained by the Master Servicer as additional servicing compensation pursuant to Section 3.14.

Section 3.12 Custodians to Cooperate; Release of Mortgage Files.

Upon the payment in full of any Mortgage Loan, or the receipt by the Master Servicer of a notification that payment in full will be escrowed in a manner customary for such purposes, the Master Servicer will immediately notify the Custodian by delivering, or causing to be delivered a Request for Release. Upon receipt of such request, the Custodian shall promptly release the related Mortgage File to the Master Servicer, and the Custodian shall at the Master Servicer's direction execute and deliver to the Master Servicer the request for reconveyance, deed of reconveyance or release or satisfaction of mortgage or such instrument releasing the lien of the Mortgage in each case provided by the Master Servicer, together with the Mortgage Note with written evidence of cancellation thereon. The Master Servicer is authorized to cause the removal from the registration on the MERS® System of the related Mortgage and to execute and deliver, on behalf of the Trustee and the Certificateholders or any of them, any and all instruments of satisfaction or cancellation or of partial or full release. Expenses incurred in connection with any instrument of satisfaction or deed of reconveyance shall be chargeable to the related Mortgagor. From time to time and as shall be appropriate for the servicing or foreclosure of any Mortgage Loan, including for such purpose, collection under any policy of flood insurance, any fidelity bond or errors or omissions policy, or for the purposes of effecting a partial release of any Mortgaged Property from the lien of the Mortgage or the making of any corrections to any of the documents included in the Mortgage File, the Custodian shall, upon delivery to it of a Request for Release signed by a Servicing Officer, release the Mortgage File to the Master Servicer. Subject to the further limitations set forth below, the Master Servicer shall cause the Mortgage File or documents so released to be returned to the Custodian when the need therefor by the Master Servicer no longer exists, unless such Mortgage Loan is liquidated and the proceeds thereof are deposited in the Collection Account, in which case the Master Servicer shall deliver to the Custodian and the Trustee a Request for Release signed by a Servicing Officer.

If the Master Servicer at any time seeks to initiate a foreclosure proceeding in respect of any Mortgaged Property as authorized by this Agreement, the Master Servicer shall deliver or cause to be delivered to the Trustee, for signature, as appropriate, any court pleadings, requests for trustee's sale or other documents necessary to effectuate such foreclosure or any legal action brought to obtain judgment against the Mortgagor on the Mortgage Note or the Mortgage or to obtain a deficiency judgment or to enforce any other remedies or rights provided by the Mortgage Note or the Mortgage or otherwise available at law or in equity.

Section 3.13 Documents, Records and Funds in Possession of Master Servicer to be Held for the Trustee.

Notwithstanding any other provisions of this Agreement, the Master Servicer shall transmit to the Custodians, as required by this Agreement all documents and instruments in

respect of a Mortgage Loan coming into the possession of the Master Servicer from time to time and shall account fully to the Trustee for any funds received by the Master Servicer or which otherwise are collected by the Master Servicer as Liquidation Proceeds or Insurance Proceeds in respect of any Mortgage Loan. All Mortgage Files and funds collected or held by, or under the control of, the Master Servicer in respect of any Mortgage Loans, whether from the collection of principal and interest payments or from Liquidation Proceeds, including but not limited to, any funds on deposit in the Collection Account, shall be held by the Master Servicer for and on behalf of the Trustee for the benefit of the Certificateholders and shall be and remain the sole and exclusive property of the Trustee, subject to the applicable provisions of this Agreement. The Master Servicer also agrees that it shall not create, incur or subject any Mortgage File or any funds that are deposited in the Collection Account, Distribution Account or any Escrow Account, or any funds that otherwise are or may become due or payable to the Trustee for the benefit of the Certificateholders, to any claim, lien, security interest, judgment, levy, writ of attachment or other encumbrance, or assert by legal action or otherwise any claim or right of setoff against any Mortgage File or any funds collected on, or in connection with, a Mortgage Loan, except, however, that the Master Servicer shall be entitled to set off against and deduct from any such funds any amounts that are properly due and payable to the Master Servicer under this Agreement.

Section 3.14 Servicing Compensation.

As compensation for its activities hereunder, the Master Servicer shall be entitled to retain or withdraw from the Collection Account an amount equal to the Servicing Fee in respect of the Mortgage Loans; provided, that the aggregate Servicing Fee with respect to any Distribution Date shall be reduced by an amount equal to the aggregate of the Prepayment Interest Shortfalls in respect of the Mortgage Loans, if any, with respect to such Distribution Date, but not below an amount equal to one-half of the amount in clause (i) of the definition of Servicing Fee payable to the Master Servicer for such Distribution Date before reduction thereof in respect of such Prepayment Interest Shortfalls.

Additional servicing compensation in the form of Excess Proceeds, Prepayment Interest Excess, prepayment penalties, assumption fees, late payment charges and all income and gain net of any losses realized from Permitted Investments in the Collection Account shall be retained by the Master Servicer to the extent not required to be deposited in the Collection Account pursuant to Section 3.05 hereof. The Master Servicer shall be required to pay all expenses incurred by it in connection with its master servicing activities hereunder (including payment of any premiums for hazard insurance and maintenance of the other forms of insurance coverage required by this Agreement) and shall not be entitled to reimbursement therefor except as specifically provided in this Agreement.

Section 3.15 Access to Certain Documentation.

(a) The Master Servicer shall provide to the OTS and the FDIC and to comparable regulatory authorities supervising Holders of Subordinate Certificates and the examiners and supervisory agents of the OTS, the FDIC and such other authorities, access to the documentation regarding the Mortgage Loans required by applicable regulations of the OTS and the FDIC. Such access shall be afforded without charge, but only upon

reasonable and prior written request and during normal business hours at the offices designated by the Master Servicer. Nothing in this Section shall limit the obligation of the Master Servicer to observe any applicable law prohibiting disclosure of information regarding the Mortgagors and the failure of the Master Servicer to provide access as provided in this Section as a result of such obligation shall not constitute a breach of this Section.

Section 3.16 Annual Statement as to Compliance.

The Master Servicer shall deliver to the Depositor and the Trustee on or before March 30 of each year, commencing with 2006, an Officer's Certificate stating, as to the signer thereof, that (i) a review of the activities of the Master Servicer during the preceding calendar year and of the performance of the Master Servicer under this Agreement has been made under such officer's supervision and (ii) to the best of such officer's knowledge, based on such review, the Master Servicer has fulfilled all its obligations under this Agreement throughout such year, or, if there has been a default in the fulfillment of any such obligation, specifying each such default known to such officer and the nature and status thereof. The Trustee shall forward a copy of each such statement to each Rating Agency.

Section 3.17 Annual Independent Public Accountants' Servicing Statement; Financial Statements.

On or before March 30 of each, commencing with 2006, the Master Servicer at its expense shall cause a nationally or regionally recognized firm of independent public accountants (who may also render other services to the Master Servicer, the Seller or any affiliate thereof) which is a member of the American Institute of Certified Public Accountants to furnish a statement to the Trustee and the Depositor to the effect that such firm has examined certain documents and records relating to the servicing of the Mortgage Loans under this Agreement or of mortgage loans under pooling and servicing agreements substantially similar to this Agreement (such statement to have attached thereto a schedule setting forth the pooling and servicing agreements covered thereby) and that, on the basis of such examination, conducted substantially in compliance with the Uniform Single Attestation Program for Mortgage Bankers or the Audit Program for Mortgages serviced for FHLMC, such servicing has been conducted in compliance with such pooling and servicing agreements except for such significant exceptions or errors in records that, in the opinion of such firm, the Uniform Single Attestation Program for Mortgage Bankers or the Audit Program for Mortgages serviced for FHLMC requires it to report. In rendering such statement, such firm may rely, as to matters relating to direct servicing of mortgage loans by Subservicers, upon comparable statements for examinations conducted substantially in compliance with the Uniform Single Attestation Program for Mortgage Bankers or the Audit Program for Mortgages serviced for FHLMC (rendered within one year of such statement) of independent public accountants with respect to the related Subservicer. Copies of such statement shall be provided by the Trustee to any Certificateholder upon request at the Master Servicer's expense; provided that such statement is delivered by the Master Servicer to the Trustee.

Section 3.18 Errors and Omissions Insurance; Fidelity Bonds.

The Master Servicer shall for so long as it acts as master servicer under this Agreement, obtain and maintain in force (a) a policy or policies of insurance covering errors and omissions in the performance of its obligations as Master Servicer hereunder and (b) a fidelity bond in respect of its officers, employees and agents. Each such policy or policies and bond shall, together, comply with the requirements from time to time of FHLMC for persons performing servicing for mortgage loans purchased by FHLMC. In the event that any such policy or bond ceases to be in effect, the Master Servicer shall obtain a comparable replacement policy or bond from an insurer or issuer, meeting the requirements set forth above as of the date of such replacement.

Section 3.19 Reports of Foreclosure and Abandonment of Mortgaged Properties.

On or before May 31st of each year beginning in 2005, the Master Servicer shall file the reports of foreclosure and abandonment of any Mortgaged Property required by Section 6050J of the Code and cancellation of indebtedness required under Section 6050P of the Code with the Internal Revenue Service. The reports from the Master Servicer shall be made in a timely fashion and in form and substance sufficient to meet the reporting requirements imposed by such Section 6050J and 6050P.

Section 3.20 Repurchase of Rate-Reduced Mortgage Loans.

In the event that the Master Servicer modifies a Mortgage Loan to effect a reduction in the interest rate thereof (other than by reason of application of the Relief Act), the Master Servicer shall repurchase such Mortgage Loans at the Purchase Price therefore and shall deposit such Purchase Price in the Collection Account on or before the Master Servicer Remittance Date for the Distribution Date in the month succeeding the calendar month during which the related Mortgage Loan became a Reduced-Rate Mortgage Loan.

ARTICLE IV

DISTRIBUTIONS AND ADVANCES BY THE MASTER SERVICER

Section 4.01 Advances.

The Master Servicer shall determine on or before each Master Servicer Remittance Date whether it is required to make a Monthly Advance with respect to a Mortgage Loan pursuant to the definition thereof. If the Master Servicer determines it is required to make a Monthly Advance, it shall, on or before 1:00 p.m. New York City time on the Master Servicer Remittance Date (the "Master Servicer Advance Date"), either (i) deposit into the Collection Account an amount equal to the Monthly Advance or (ii) make an appropriate entry in its records relating to the Collection Account that any Amount Held for Future Distribution has been used by the Master Servicer in discharge of its obligation to make any such Monthly Advance. Any funds so applied shall be replaced by the Master Servicer by deposit in the Collection Account no later than the close of business on any future Master Servicer Remittance Date to the extent that the Available Distribution Amount with respect to the Mortgage Loans for the related Distribution Date (determined without regard to Monthly Advances to be made on the Master Servicer Remittance Date) shall be less than the total amount that would be distributed to the Classes of Certificateholders pursuant to Section 4.03 on such Distribution Date if such Amounts Held for Future Distributions had not been so used to make Monthly Advances or reimburse for Monthly Advances previously made. The Master Servicer shall be entitled to be reimbursed from the Collection Account for all Monthly Advances of its own funds made pursuant to this Section as provided in Section 3.08.

Notwithstanding anything herein to the contrary, no Monthly Advance or Servicing Advance shall be required to be made hereunder by the Master Servicer if such Monthly Advance or Servicing Advance would, if made, constitute a Nonrecoverable Advance. The determination by the Master Servicer that it has made a Nonrecoverable Advance or that any proposed Monthly Advance or Servicing Advance, if made, would constitute a Nonrecoverable Advance shall be evidenced by an Officers' Certificate of the Master Servicer delivered to the Trustee.

The Master Servicer shall continue to make Monthly Advances with respect to any delinquent Mortgage Loan, until the earlier of (i) the date of conveyance of the related Mortgage Property to HUD or the Department of Veteran Affairs, as applicable and (ii) the date on which the foreclosure date of such Mortgage Loan has been determined.

Nothing in this Section 4.01 shall be construed to prohibit the Master Servicer from reimbursing itself for such Monthly Advances at any time from the Collection Account out of any late collection of a Monthly Payment on the Mortgage Loan.

Section 4.02 Obligations of the Master Servicer in Respect of
Prepayment Interest Shortfalls.

The Master Servicer shall deliver to the Trustee for deposit into the Distribution Account no later than the close of business on the Master Servicer Remittance Date from its own funds an amount (“Compensating Interest”) equal to the lesser of (i) the aggregate of the Prepayment Interest Shortfalls with respect to the Mortgage Loans for the related Distribution Date resulting from full or partial Principal Prepayments during the related Prepayment Period, and (ii) one-half (50%) of the amount calculated pursuant to clause (i) of the definition of Servicing Fee with respect to the Mortgage Loans for such Distribution Date. Any amounts paid by the Master Servicer pursuant to this Section 4.02 shall not be reimbursed by REMIC I. The Master Servicer shall not have the right to reimbursement for any amounts remitted to the Trustee in respect of Compensating Interest. Such amounts so remitted shall be included in the Available Distribution Amount with respect to the Mortgage Loans and distributed therewith on the next Distribution Date. The Master Servicer shall not be obligated to pay Compensating Interest with respect to Relief Act Reductions.

Section 4.03 Priorities of Distribution.

(a) On each Distribution Date, the Trustee shall withdraw the Available Distribution Amount for such Distribution Date from the Distribution Account and apply such funds to distributions in the following order of priority:

(1) to the Trustee the Trustee Fee for such Distribution Date and any amounts due and owing to the Trustee pursuant to this Agreement that are permitted expenses of the Trust as set forth in this Agreement, including but not limited to Section 8.05 or Section 7.02 hereof (subject to the limitations set forth in such sections) and to the Custodians pursuant to Section 8.14 hereof;

(2) the Class RM Interest Distribution Amount for such Distribution Date to the Class RM Certificates;

(3) from the Interest Distributable Amount related to the Category 1 Mortgage Loans for such Distribution Date in the following amounts and order of priority:

(i) concurrently, the Class 1A-S Interest Distribution Amount for such Distribution Date to the Class 1A-S Certificates and the related Senior Interest Distribution Amount for such Distribution Date to the Class 1A-F1 Certificates and the Class 1A-F2 Certificates, any shortfall being allocated among such Classes in proportion to the amount of the Interest Distribution Amount that such Certificates would have been distributed in the absence of such shortfall;

(4) from the Interest Distributable Amount related to the Category 2 Mortgage Loans for such Distribution Date in the following amounts and order of priority:

(i) concurrently, the Class 2A-IO Interest Distribution Amount for such Distribution Date to the Class 2A-IO Certificates and the related Senior Interest

Distribution Amount for such Distribution Date to the Class 2A-1 Certificates and the Class 2A-2 Certificates, any shortfall being allocated among such Classes in proportion to the amount of the Interest Distribution Amount that such Certificates would have been distributed in the absence of such shortfall;

(5) from the Interest Distributable Amount related to all the Mortgage Loans for such Distribution Date remaining after the above distributions in (3) and (4) above have been made:

(i) concurrently, to the Class 1A-S Certificates, the Class 1A-F1 Certificates, the Class 1A-F2 Certificates, the Class 2A-1 Certificates, the Class 2A-2 Certificates and the Class 2A-IO Certificates, the related Class 1A-S Interest Distribution Amount, the related Senior Interest Distribution Amount and the related Class 2A-IO Interest Distribution Amount, respectively, for such Distribution Date remaining unpaid pursuant to (3) and (4) above, pro rata, based on the remaining amount of the Interest Distribution Amount for each such Class of Certificates;

(ii) the related Subordinate Interest Distribution Amount for such Distribution Date to the Class M Certificates;

(iii) the related Subordinate Interest Distribution Amount for such Distribution Date to the Class B-1 Certificates;

(iv) the related Subordinate Interest Distribution Amount for such Distribution Date to the Class B-2 Certificates;

(v) the related Subordinate Interest Distribution Amount for such Distribution Date to the Class B-3 Certificates;

(vi) the related Subordinate Interest Distribution Amount for such Distribution Date to the Class B-4 Certificates;

(vii) the related Subordinate Interest Distribution Amount for such Distribution Date to the Class B-5 Certificates;

(6) from Principal Collections for such Distribution Date related to the Category 1 Mortgage Loans in the following amounts and order of priority:

(i), the Category 1 Senior Principal Distribution Amount for such Distribution Date, pro rata, to the Class 1A-F1 and Class 1A-F2 Certificates until their respective Class Certificate Balances have been reduced to zero;

(7) from Principal Collections for such Distribution Date related to the Category 2 Mortgage Loans in the following amounts and order of priority:

(i) concurrently, the Class PO Principal Distribution Amount for such

Distribution Date to the Class 2A-PO Certificates, the related Class 2A-1 Senior Principal Distribution Amounts for such Distribution Date to the Class 2A-1 Certificates and the Class 2A-2 Senior Principal Distribution Amount to the Class 2A-2 Certificates until their respective Class Certificate Balances have been reduced to zero;

(8) from Principal Collections for such Distribution Date related to all the Mortgage Loans remaining after the distributions in (6) and (7) above have been made, in the following amounts and order of priority:

(i) the Class PO Deferred Amount for such Distribution Date to the Class 2A-PO Certificates until the Certificate Principal Balance thereof has been reduced to zero;

(ii) the Class M Specified Subordinate Principal Distribution Amount to the Class M Certificates, until the Class Certificate Balance thereof has been reduced to zero;

(iii) the related Class B Specified Subordinate Principal Distribution Amount, to the Class B-1 Certificates until the Class Certificate Balance thereof has been reduced to zero;

(iv) the related Class B Specified Subordinate Principal Distribution Amount to the Class B-2 Certificates, until the Class Certificate Balance thereof has been reduced to zero;

(v) the related Class B Specified Subordinate Principal Distribution Amount to the Class B-3 Certificates, until the Class Certificate Balance thereof has been reduced to zero;

(vi) the related Class B Specified Subordinate Principal Distribution Amount to the Class B-4 Certificates, until the Class Certificate Balance thereof has been reduced to zero;

(vii) the related Class B Specified Subordinate Principal Distribution Amount to the Class B-5 Certificates, until the Class Certificate Balance thereof has been reduced to zero;

(viii) the related Allocated Realized Loss Amount for such Distribution Date to the Class 1A-F1 Certificates, Class 1A-F2 Certificates, Class 2A-1 Certificates, Class 2A-2 Certificates and Class 2A-PO Certificates then outstanding, pro rata, based on their respective Allocated Realized Loss Amounts;

(ix) the related Allocated Realized Loss Amount for such Distribution Date to the Class M Certificates;

(x) the related Allocated Realized Loss Amount for such Distribution Date to the Class B-1 Certificates;

(xi) the related Allocated Realized Loss Amount for such Distribution Date to the Class B-2 Certificates;

(xii) the related Allocated Realized Loss Amount for such Distribution Date to the Class B-3 Certificates;

(xiii) the related Allocated Realized Loss Amount for such Distribution Date to the Class B-4 Certificates;

(xiv) the related Allocated Realized Loss Amount for such Distribution Date to the Class B-5 Certificates;

(9) from the Principal Collections remaining after principal payments pursuant to (1) through (8) above have been made, to the Class R Certificates.

(b) On each Distribution Date, Net Prepayment Interest Shortfalls and Relief Act Reductions incurred during the Prepayment Period with respect to the Mortgage Loans and such Distribution Date shall be allocated in the following order of priority: first, to reduce the amount referred to in clause (i) of the definition of Subordinate Interest Distribution Amount with respect to the Subordinate Certificates in reverse order of their respective numerical Class designations (beginning with the Class of Subordinate Certificates then outstanding with the highest numerical Class designation) until the Subordinate Interest Distribution Amount to which each such Class is entitled on such Distribution Date is reduced to zero; and second, if such Net Prepayment Interest Shortfalls and Relief Act Reductions are incurred with respect to the Category 1 Mortgage Loans, *pro rata*, to reduce the amount referred to in clause (i) of the definition of Senior Interest Distribution Amount and Class 1A-S Interest Distribution Amount with respect to the Class 1A-F1, Class 1A-F2 and Class 1A-S Certificates, as applicable, until the Interest Distribution Amount to which each such Class is entitled on such Distribution Date is reduced to zero or if such remaining Net Prepayment Interest Shortfalls and Relief Act Reductions incurred with respect to the Category 2 Mortgage Loans, *pro rata*, to reduce the amount referred to in clause (i) of the definition of Senior Interest Distribution Amount and Class 2A-IO Interest Distribution Amount with respect to the Class 2A-1, Class 2A-2 and Class 2A-IO Certificates, as applicable, until the Interest Distribution Amount to which each such Class is entitled on such Distribution Date is reduced to zero. For purposes of allocating Net Prepayment Interest Shortfalls and Relief Act Reductions to the Subordinate Certificates, the Class M Certificates will be deemed to have a lower numerical class designation, and to be of a higher relative payment priority, than any other Class of Subordinate Certificates.

Section 4.04 Allocation of Realized Losses; Subsequent Recoveries.

(a) On or prior to each Distribution Date, the Trustee shall determine the total amount of Realized Losses with respect to the Mortgage Loans and the related Distribution Date based solely on the information provided to it by the Master Servicer. For purposes of allocating losses to the Subordinate Certificates, the Class M Certificates will be deemed to have a lower

numerical class designation, and to be of a higher relative payment priority, than any other Class of Subordinate Certificates. Realized Losses with respect to any Distribution Date and the Mortgage Loans shall be allocated first, to the related Subordinate Certificates in reverse order of their respective numerical Class designations (beginning with the Class of Subordinate Certificates then outstanding with the highest numerical Class designation) until the respective Class Certificate Balance of each such Class is reduced to zero and then (i) if such Realized Losses are incurred with respect to the Category 1 Mortgage Loans, pro rata to the Class 1A-F Certificates, based on the Certificate Principal Balance of each such Class, until the Certificate Principal Balance of each such Class has been reduced to zero, or (ii) if such Realized Losses are incurred with respect to the Category 2A Mortgage Loans, the related Class PO Percentage of such Realized Losses to the Class 2A-PO Certificates and the related Class 2A-1 Percentage of such Realized Losses to the Class 2A-1 Certificates, in each case until the Certificate Principal Balance of each such Class has been reduced to zero, or (iii) if such Realized Losses are incurred with respect to the Category 2B Mortgage Loans, the related Class 2A-1 Percentage of such Realized Losses to the Class 2A-1 Certificates and the related Class 2A-2 Percentage of such Realized Losses to the Class 2A-2 Certificates, in each case until the Certificate Principal Balance of each such Class has been reduced to zero, or (iv) if such Realized Losses are incurred with respect to the Category 2C Mortgage Loans, to the Class 2A-2 Certificates, until the Certificate Principal Balance of such Class has been reduced to zero.

(b) [Reserved].

(c) Any Realized Loss allocated to a Class of Certificates or any reduction in the Class Certificate Balance of a Class of Certificates pursuant to Section 4.04(a) above shall be allocated among the Certificates of such Class in proportion to their respective Certificate Principal Balances.

(d) Any allocation of Realized Losses to a Certificate or any reduction in the Certificate Principal Balance of a Certificate pursuant to Section 4.04(a) above shall be accomplished by reducing the Certificate Principal Balance thereof, as applicable, immediately following the distributions made on the related Distribution Date in accordance with the definition of "Certificate Principal Balance".

(e) After giving effect to all distributions on a Distribution Date, the amount of Subsequent Recoveries for such Distribution Date will be allocated to a Class or Classes of Certificates by reducing the Allocated Realized Loss Amount outstanding for such Class in the following order of priority: first, to the Class A Certificates, on a *pro rata* basis, until the Allocated Realized Loss Amount, if any, for each such class has been reduced to zero, then to the Subordinate Certificates in order of their respective numerical Class designations (beginning with the Class of Subordinate Certificates then outstanding with the lowest numerical Class designation) until the respective Allocated Realized Loss Amount, if any, of each such Class is reduced to zero. For purposes of allocating Subsequent Recoveries to the Subordinate Certificates, the Class M Certificates will be deemed to have a lower numerical class designation, and to be of a higher relative payment priority, than any other Class of Subordinate Certificates.

Section 4.05 Net WAC Rate Carryover Reserve Account.

No later than the Closing Date, the Trustee shall establish and maintain with itself a separate, segregated trust account titled “Net WAC Rate Carryover Reserve Account, The Bank of New York, as Trustee, in trust for registered Holders of CWMBS Reperforming Loan REMIC Trust Certificates, Series 2005-R1.” All Cap Payments received by the trustee from the cap contract administrator for the benefit of the Trust shall be deposited in the Net WAC Rate Carryover Reserve Account. On each Distribution Date, the Trustee shall withdraw all amounts on deposit in the Net WAC Carryover Reserve Account and shall distribute such amounts first, to the Holders of the related Class 1A-F Certificates up to the Net WAC Rate Carryover Amount with respect to such Certificates for such Distribution Date and second, any remaining amounts to the Holders of the Class RM Certificates.

For federal and state income tax purposes, the Trustee will be deemed to be the owner of the Net WAC Rate Carryover Reserve Account. The Net WAC Rate Carryover Reserve Account will be an “outside reserve fund” within the meaning of Treasury regulation Section 1.860G-2(h). Upon the termination of the Trust, or the payment in full of the Class 1A-F1 and Class 1A-F2 Certificates, as applicable, all amounts remaining on deposit in the Net WAC Rate Carryover Reserve Account will be released by the Trust and distributed to the holder of the Class RM Certificates and will not be available on any future Distribution Dates to cover any Net WAC Rate Carryover Amounts on such Certificates or any other Certificates. The Net WAC Rate Carryover Reserve Account will be part of the Trust but not part of any REMIC and any payments to the Holders of the Class 1A-F Certificates of Net WAC Rate Carryover Amounts will not be payments with respect to a “regular interest” in a REMIC within the meaning of Code Section 860(G)(a)(1).

Amounts on deposit in the Net WAC Rate Carryover Reserve Account shall remain uninvested.

For federal tax return and information reporting, the value of the right to receive payments from a Net WAC Rate Carryover Account is \$2,240,000 with respect to the Class 1A-F1 Certificates and \$420,000 with respect to the Class 1A-F2 Certificates.

Section 4.06 Monthly Statements to Certificateholders.

(a) Not later than each Distribution Date, the Trustee shall prepare, based solely on information provided by the Master Servicer pursuant to Section 4.06(c) below, and make available to each Certificateholder, the Master Servicer, the Depositor and each Rating Agency a statement setting forth with respect to the related distribution:

- (i) the amount thereof allocable to principal, separately identifying the aggregate amount of any Principal Prepayments, Liquidation Proceeds and Insurance Proceeds included therein;
- (ii) the amount thereof allocable to interest, any Class Interest Shortfall Carryforward Amounts included in such distribution and any remaining Class Interest Shortfall Carryforward Amounts after giving effect to such distribution;

(iii) if the distribution to the Holders of such Class of Certificates is less than the full amount that would be distributable to such Holders if there were sufficient funds available therefor, the amount of the shortfall and the allocation thereof as between principal and interest;

(iv) the Class Certificate Balance of each Class of Certificates after giving effect to the distributions on such Distribution Date, the Notional Amount for the Class 1A-S and Class 2A-IO Certificates;

(v) the Pool Scheduled Principal Balance for such Distribution Date;

(vi) the Senior Percentage and Subordinate Percentage for Category 1, Collateral Group 1 and Collateral Group 2 and such Distribution Date;

(vii) the amount of the Servicing Fees paid to or retained by the Master Servicer;

(viii) the Pass-Through Rate for each such Class of Certificates with respect to such Distribution Date and the Net WAC Rate Carryover Amounts, if any, for each Class for such Distribution Date;

(ix) the amount of Monthly Advances made by the Master Servicer and included in the distribution on such Distribution Date and the aggregate amount of Monthly Advances with respect to the Mortgage Loans outstanding as of the close of business on such Distribution Date;

(x) the number and aggregate Scheduled Principal Balance of the Mortgage Loans in each Category and the weighted average Mortgage Rate of the Mortgage Loans in each Category;

(xi) with respect to each Category the number and aggregate principal amounts of Mortgage Loans (A) delinquent (exclusive of Mortgage Loans in foreclosure) (1) 1 to 30 days (2) 31 to 60 days (3) 61 to 90 days and (4) 91 or more days and (B) in foreclosure and delinquent (1) 1 to 30 days (2) 31 to 60 days (3) 61 to 90 days and (4) 91 or more days, as of the close of business on the last day of the calendar month preceding such Distribution Date;

(xii) the total number and principal balance of any REO Properties (and market value, if available) as of the close of business on the Determination Date preceding such Distribution Date;

(xiii) the Senior Prepayment Percentage and Subordinate Prepayment Percentage for Category 1, Collateral Group 1 and Collateral Group 2 for such Distribution Date;

(xiv) the aggregate amount of Realized Losses incurred during the related Prepayment Period with respect to each Category and Collateral Group and the number and aggregate Scheduled Principal Balance of the Mortgage Loans in each Category and Collateral Group that are subject to a bankruptcy proceeding;

(xv) the cumulative fees and reimbursements paid to the Trustee and the Custodian for such Distribution Date;

(xvi) with respect to the Reduced Rate Mortgage Loans, the loan identification number for each such Mortgage Loan, and the Purchase Price remitted therefor;

(xvii) with respect to the Rate-Increased Mortgage Loans, the identification number for each such Mortgage Loan, the Mortgage Rate of each such Mortgage Loan prior to such rate-increase, the Mortgage Rate of each such Mortgage Loan after such rate-increase and the Class RM Interest Distribution Amount, if any, for such Distribution Date; and

(xviii) such other information that is required by the Code and regulations thereunder to be made available to Certificateholders.

The Trustee will make the statement to Certificateholders available each month via the Trustee's internet website. The Trustee's internet website will initially be located at "www.mbsreporting". Assistance in using the website can be obtained by calling the Trustee's bondholder relations desk at (800) 548-5075. Parties that are unable to use the above distribution method are entitled to have a paper copy mailed to them via first class mail by calling the customer service desk and indicating such. The Trustee shall have the right to change the way such statement is distributed in order to make such distribution more convenient and/or more accessible and the Trustee shall provide timely and adequate notification to the Certificateholders and the parties to this Agreement regarding any such changes.

The Trustee shall also be entitled to rely on but shall not be responsible for the content or accuracy of any information provided by third parties for purposes of preparing such statement and may affix thereto any disclaimer it deems appropriate in its reasonable discretion (without suggesting liability on the part of any other party hereto).

As a condition to access the Trustee's internet website, the Trustee may require registration and the acceptance of a disclaimer. The Trustee will not be liable for the dissemination of information in accordance with this Agreement.

(b) The Trustee's responsibility for disbursing the above information to the Certificateholders is limited to the availability, timeliness and accuracy of the information provided by the Master Servicer upon which the Trustee may conclusively rely without verification as to accuracy.

(c) On or before the close of business on the Loan Data Remittance Date of each month, the Master Servicer shall deliver to the Trustee (which delivery may be by electronic data transmission) a report with respect to the Mortgage Loans in substantially the form set forth as Schedule V hereto which includes but is not limited to items (ix) through (xi) and (xiii) of Section 4.06(a) hereof and in such format as is mutually agreed to by the Master Servicer and the Trustee.

(d) Within the period of time required under the Code after the end of each calendar year, the Trustee shall cause to be furnished, upon request, to each Person who at any time during the calendar year was a Certificateholder, a statement containing the information set forth in clauses (a)(i), (a)(ii) and (a)(vii) of this Section 4.06 aggregated for such calendar year or applicable portion thereof during which such Person was a Certificateholder. Such obligation of the Trustee shall be deemed to have been satisfied to the extent that substantially comparable information shall be provided by the Trustee pursuant to any requirements of the Code as from time to time in effect.

Section 4.07 Distributions on the REMIC I Regular Interests and
REMIC II Regular Interests.

(a) On each Distribution Date, the Trustee shall be deemed to distribute to itself, solely in its capacity as trustee of the Trust as the holder of the REMIC I Regular Interests, the Uncertificated REMIC Accrued Interest and distributions of principal in the following order of priority to the extent of the Available Distribution Amount relating to the Mortgage Loans:

(i) Uncertificated REMIC Accrued Interest on the REMIC I Regular Interests (other than REMIC I Regular Interest LT1-PO) for such Distribution Date, plus any Uncertificated REMIC Accrued Interest thereon remaining unpaid from any previous Distribution Date; and

(ii) *With respect to the Category 1 Mortgage Loans:*

(I) Principal received from the Category 1 Mortgage Loans shall be deemed to be paid to REMIC I Regular Interest LT1-1.

With respect to the Category 2 Mortgage Loans:

(I) Principal received on Category 2A Mortgage Loans shall be allocated to REMIC I Regular Interest LT1-2 and REMIC I Regular Interest LT1-PO, in the same proportion as the Non-Class PO Percentage and the Class PO-Percentage, respectively;

(II) Principal received on Category 2B Mortgage Loans shall be allocated to REMIC I Regular Interest LT1-2 and REMIC I Regular Interest LT1-3, in the same proportion as the Class 2A-1 Percentage and Class 2A-2 Percentage divides such Mortgage Loan; and

(III) Principal received on Category 2C Mortgage Loans shall be allocated to REMIC I Regular Interest I-LT3.

With respect to Realized Losses on Category 1 Mortgage Loans:

(1) Realized Losses on the Category 1 Mortgage Loans shall be allocated to REMIC I Regular Interest LT1-1.

With respect to Realized Losses on Category 2 Mortgage Loans:

(I) Realized Losses on Category 2A Mortgage Loans shall be allocated to REMIC I Regular Interest LT1-2 and REMIC I Regular Interest LT1-PO, in the same proportion as the Non-Class PO Percentage and the Class PO-Percentage, respectively;

(II) Realized Losses on Category 2B Mortgage Loans shall be allocated to REMIC I Regular Interest I-LT2 and REMIC I Regular Interest I-LT2, in the same proportion as the Class 2A-1 Percentage and Class 2A-2 Percentage divides such Mortgage Loan; and

(III) Realized Losses on Category 2C Mortgage Loans shall be allocated to REMIC I Regular Interest LT1-3.

(b) On each Distribution Date, the Trustee shall be deemed to distribute to itself, solely in its capacity as trustee of the Trust as the holder of the REMIC II Regular Interests, the Uncertificated REMIC Accrued Interest and distributions of principal in the following order of priority to the extent of the Available Distribution Amount relating to the Mortgage Loans:

(i) Uncertificated REMIC Accrued Interest on the REMIC II Regular Interests (other than REMIC II Regular Interest LT2-PO) for such Distribution Date, plus any Uncertificated REMIC Accrued Interest thereon remaining unpaid from any previous Distribution Date; and

(ii) *With respect to the Category 1 Mortgage Loans:*

(I) Principal received on the Category 1 Mortgage Loans and distributed to the the Class IA-F1 Certificates, the Class IA-F2 Certificates and the Subordinated Certificates shall be deemed to have been paid to (i) REMIC II Regular Interest LT2-F1, (ii) REMIC II Regular Interest LT2-F2 and (iii) REMIC II Regular Interest LT2-1SUB, respectively.

With respect to the Category 2 Mortgage Loans:

(I) Principal received on Category 2A Mortgage Loans and distributed to (1) the Class 2A-1 Certificates, (2) Class 2A-PO Certificates and (3) Subordinated Certificates shall be deemed to have been paid to (1) REMIC II Regular Interest LT2-2SEN, (2) REMIC II Regular Interest LT2-PO and (3) REMIC II Regular Interest LT2-SUB;

(II) Principal received on Category 2B Mortgage Loans and distributed to (1) the Class 2A-1 Certificates, (2) Class 2A-2 Certificates and (3) Subordinated Certificates shall be deemed to have been paid to (1) REMIC II Regular Interest LT2-2SEN, (2) REMIC II Regular Interest LT2-3SEN and (3) REMIC II Regular Interest LT2-SUB; and

(III) Principal received on Category 2C Mortgage Loans and distributed to (1) the Class 2A-2 Certificates and (2) Subordinated Certificates shall be deemed to

have been paid to (1) REMIC II Regular Interest LT2-3SEN and (2) REMIC II Regular Interest LT3-SUB.

With respect to Realized Losses on Category 1 Mortgage Loans:

(I) Realized Losses on the Category 1 Mortgage Loans and allocated to the (1) the Class IA-F1 Certificates (2) the Class IA-F2 Certificates and (iii) the Subordinated Certificates shall be deemed to have been allocated to (1) REMIC II Regular Interest LT2-F1, (2) REMIC II Regular Interest LT2-F2 and (3) REMIC II Regular Interest LT2-1SUB, respectively.

With respect to Realized Losses on Category 2 Mortgage Loans:

(I) Realized Losses on Category 2A Mortgage Loans and allocated to (1) the Class 2A-1 Certificates, (2) Class 2A-PO Certificates and (3) Subordinated Certificates shall be deemed to have been allocated to (1) REMIC II Regular Interest LT2-2SEN, (2) REMIC II Regular Interest LT2-PO and (3) REMIC II Regular Interest LT2-SUB;

(II) Realized Losses Principal received on Category 2B Mortgage Loans and allocated to (1) the Class 2A-1 Certificates, (2) Class 2A-2 Certificates and (3) Subordinated Certificates shall be deemed to have been allocated to (1) REMIC II Regular Interest LT2-2SEN, (2) REMIC II Regular Interest LT2-3SEN and (3) REMIC II Regular Interest LT2-SUB; and

(III) Realized Losses on Category 2C Mortgage Loans and allocated to (1) the Class 2A-2 Certificates and (2) Subordinated Certificates shall be deemed to have been allocated to (1) REMIC II Regular Interest LT2-3SEN and (2) REMIC II Regular Interest LT3-SUB.

ARTICLE V

THE CERTIFICATES

Section 5.01 The Certificates.

The Certificates shall be substantially in the forms attached hereto as exhibits. The Certificates (other than the Subordinate Certificates) shall be issuable in registered form, in the minimum denominations of \$100,000 Certificate Balance (Notional Amount in the case of the Notional Amount Certificates) and the Subordinate Certificates shall be issuable in registered form, in the minimum denominations of \$100,000 Certificate Balance and each in integral dollar multiples of \$1 Certificate Balance (Notional Amount in the case of the Notional Amount Certificates) in excess thereof (except that one Certificate of each such Class may be in a different denomination so that the sum of the denominations of all outstanding Certificates of

such Class shall equal the Class Certificate Balance (Notional Amount in the case of the Notional Amount Certificates) of such Class on the Closing Date) and aggregate denominations per Class set forth in the Preliminary Statement.

Subject to Section 9.02 hereof respecting the final distribution on the Certificates, on each Distribution Date the Trustee shall make distributions to each Certificateholder of record on the related Record Date either (x) by wire transfer in immediately available funds to the account of such holder at a bank or other entity having appropriate facilities therefor, if such Holder has so notified the Trustee at least five Business Days prior to the related Record Date or (y) by check mailed by first class mail to such Certificateholder at the address of such holder appearing in the Certificate Register.

The Certificates shall be executed by manual or facsimile signature on behalf of the Trustee by an authorized signatory. Certificates bearing the manual or facsimile signatures of individuals who were, at the time when such signatures were affixed, authorized to sign on behalf of the Trustee shall bind the Trustee, notwithstanding that such individuals or any of them have ceased to be so authorized prior to the countersignature and delivery of such Certificates or did not hold such offices at the date of such Certificate. No Certificate shall be entitled to any benefit under this Agreement, or be valid for any purpose, unless countersigned by the Trustee by manual signature, and such countersignature upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly executed and delivered hereunder. All Certificates shall be dated the date of their countersignature. On the Closing Date, the Trustee shall countersign the Certificates to be issued at the direction of the Depositor, or any affiliate thereof.

The Depositor shall provide, or cause to be provided, to the Trustee on a continuous basis, an adequate inventory of Certificates to facilitate transfers.

Section 5.02 Certificate Register; Registration of Transfer and Exchange of Certificates.

(a) The Trustee shall maintain, or cause to be maintained in accordance with the provisions of Section 5.06 hereof, a Certificate Register for the Trust Fund in which, subject to the provisions of subsections (b) and (c) below and to such reasonable regulations as it may prescribe, the Trustee shall provide for the registration of Certificates and of transfers and exchanges of Certificates as herein provided. Upon surrender for registration of transfer of any Certificate, the Trustee shall execute and deliver, in the name of the designated transferee or transferees, one or more new Certificates of the same Class and aggregate Percentage Interest.

At the option of a Certificateholder, Certificates may be exchanged for other Certificates of the same Class in authorized denominations and evidencing the same aggregate Percentage Interest upon surrender of the Certificates to be exchanged at the office or agency of the Trustee. Whenever any Certificates are so surrendered for exchange, the Trustee shall execute, authenticate, and deliver the Certificates which the Certificateholder making the exchange is entitled to receive. Every Certificate presented or surrendered for registration of transfer or exchange shall be accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the holder thereof or his attorney duly authorized in writing.

No service charge to the Certificateholders shall be made for any registration of transfer or exchange of Certificates, but payment of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any transfer or exchange of Certificates may be required.

All Certificates surrendered for registration of transfer or exchange shall be cancelled and subsequently destroyed by the Trustee in accordance with the Trustee's customary procedures.

(b) No transfer of a Private Certificate shall be made unless (i) such transfer is made either (1) pursuant to an effective registration statement under the Securities Act or (2) to a "qualified institutional buyer" as such term is defined in Rule 144A of the Securities Act (a "QIB") and (ii) pursuant to any applicable state securities laws.

In the event that a transfer is to be made in reliance upon Rule 144A of the Securities Act, in order to assure compliance with the Securities Act and such laws, (i) with respect to a Private Certificate that is a Definitive Certificate, the Certificateholder desiring to effect such transfer and such Certificateholder's prospective transferee shall each certify to the Trustee in writing the facts surrounding the transfer in substantially the form set forth in Exhibit J (the "Transferor Certificate") and deliver a letter in the form of Exhibit L (the "Rule 144A Letter") and (ii) with respect to a Private Certificate that is a Book-Entry Certificate, the purchaser of such Certificate will be deemed to have represented and agreed as follows:

(1) The purchaser (A) is a QIB, (B) is aware that the sale of the Certificates to it may be being made in reliance on the exemption from registration provided by Rule 144A under the Securities Act and (C) is acquiring the Certificates for its own account or for one or more accounts, each of which is a QIB, and as to each of which the purchaser exercises sole investment discretion, and in a principal amount of not less than the minimum denomination of such Certificate for the purchaser and for each such account. The purchaser has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Certificates, and the purchaser and any accounts for which it is acting are each able to bear the economic risk of the purchaser's or its investment.

(2) The purchaser understands that the Certificates are being offered only in a transaction not involving any public offering in the United States within the meaning of the Securities Act, the Certificates have not been and will not be registered under the Securities Act, and, if in the future the purchaser decides to offer, resell, pledge or otherwise transfer the Certificates, such Certificates may be offered, resold, pledged or otherwise transferred only in accordance with the legend on such Certificates as set forth in the form of such Certificate attached hereto. The purchaser acknowledges that no representation is made by the Depositor, or the Seller, the Trustee or the Initial Purchasers, as the case may be, as to the availability of any exemption under the Securities Act or any state securities laws for resale of the Certificates. The purchaser, by accepting its Certificate, agrees to indemnify the Trustee and the Depositor, the Seller and the Master Servicer against any liability that may result if the transfer is not so exempt or is not made in accordance with federal and state laws.

(3) The purchaser understands that an investment in the Certificates involves certain risks, including the risk of loss of a substantial part of its investment under certain circumstances. The purchaser has had access to such financial and other information concerning the Depositor and the Certificates as it deemed necessary or appropriate in order to make an informed investment decision with respect to its purchase of the Certificates, including an opportunity to ask questions of and request information from the Trust.

(4) In connection with the purchase of the Certificates, (i) none of the Depositor, the Master Servicer, the Seller, the Trustee or either Initial Purchaser is acting as a fiduciary or financial or investment advisor for the purchaser; (ii) the purchaser is not relying (for purposes of making an investment decision or otherwise) upon any advice, counsel or representations (whether written or oral) of the Depositor, the Master Servicer, the Seller, the Trustee or either Initial Purchaser other than any in offering memorandum for such Certificates and any representations expressly set forth in a written agreement with such party; (iii) none of the Depositor, the Master Servicer, the Seller, the Trustee or either Initial Purchaser have given to the purchaser (directly or indirectly through any other person) any assurance, guarantee, or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, or benefit (including legal, regulatory, tax, financial, accounting, or otherwise) of its purchase or the documentation for the Certificates; (iv) the purchaser has consulted with its own legal, regulatory, tax, business, financial, and accounting advisers to the extent it has deemed necessary, and it has made its own decisions (including decisions regarding the suitability of any transaction pursuant to the documentation for the Certificates) based upon its own judgment and upon any advice from such advisers as it has deemed necessary and not upon any view expressed by the Depositor, the Master Servicer, the Seller, the Trustee or either Initial Purchaser; (v) the purchaser has determined that the rates, prices or amounts and other terms of the purchase and sale of the Certificates reflect those in the relevant market for similar transactions; (vi) the purchaser is purchasing the Certificates with a full understanding of all of the terms, conditions and risks thereof (economic and otherwise), and it is capable of assuming and willing to assume (financially and otherwise) those risks; and (vii) the purchaser is a sophisticated investor familiar with transactions similar to its investment in the Certificates.

(5) The purchaser will not, at any time, offer to buy or offer to sell the Certificates by any form of general solicitation or advertising, including, but not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium or broadcast over television or radio or seminar or meeting whose attendees have been invited by general solicitations or advertising.

The Depositor shall provide to any Holder of a Private Certificate and any prospective transferee designated by any such Holder, information regarding the related Certificates and the Mortgage Loans and such other information as shall be necessary to satisfy the condition to eligibility set forth in Rule 144A(d)(4) for transfer of any such Certificate without registration thereof under the Securities Act pursuant to the registration exemption provided by Rule 144A. The Trustee and the Master Servicer shall cooperate with the Depositor in providing the Rule 144A information referenced in the preceding sentence, including

providing to the Depositor such information regarding the Certificates, the Mortgage Loans and other matters regarding the Trust Fund as the Depositor shall reasonably request to meet its obligation under the preceding sentence. Each Holder of a Private Certificate desiring to affect such transfer shall, and does hereby agree to, indemnify the Trustee and the Depositor, the Seller and the Master Servicer against any liability that may result if the transfer is not so exempt or is not made in accordance with such federal and state laws.

Except with respect to the initial transfer by the Depositor to an affiliate (in which case the affiliate shall be deemed to represent that it is not a Plan or purchasing with assets of a Plan), (i) no transfer of a Residual Certificate or any interest therein shall be made to any Plan or any Person who is directly or indirectly purchasing such Certificate or an interest therein on behalf of, as named fiduciary of, as trustee of, or with assets of, a Plan (including any insurance company using funds in its general or separate account that may constitute "plan assets" within the meaning of 29 C.F.R. Section 2510.3-101), unless the Trustee is provided with an opinion of counsel which establishes to the satisfaction of the Trustee that such transfer either (A) will not result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or cause either the Trustee, the Depositor or the Master Servicer to have any duties in addition to those under this Agreement or result in the imposition of an excise tax under Section 4975 of the Code, or (B) is exempt under the regulations promulgated under Section 401(c)(1)(A) of ERISA and (ii) each beneficial owner of a Class B or Class M Certificate or any interest therein shall be deemed to have represented, by virtue of its acquisition or holding of that certificate or interest therein, that either (A) it is not a Plan or investing with "plan assets" of a Plan, or (B) (1) it is an insurance company, (2) the source of funds used to acquire or hold the Certificate or interest therein is an "insurance company general account," as such term is defined in Prohibited Transaction Class Exemption ("PTCE") 95-60, and (3) the conditions in Sections I and III of PTCE 95-60 have been satisfied. Notwithstanding anything else to the contrary herein, any purported transfer of a Class M, Class B or Residual Certificate to or on behalf of a Plan in violation of the requirements as described above shall be void and of no effect.

To the extent permitted under applicable law (including, but not limited to ERISA), the Trustee shall be under no liability to any Person for any registration of transfer of any Class M, Class B or Residual Certificate that is in fact not permitted by this Section 5.02(b) or for making any payments due on such Certificate to the Holder thereof or taking any other action with respect to such Holder under the provisions of this Agreement if such transfer was registered by the Trustee in accordance with the foregoing requirements.

(c) Each Person who has or who acquires any Ownership Interest in a Residual Certificate shall be deemed by the acceptance or acquisition of such Ownership Interest to have agreed to be bound by the following provisions, and the rights of each Person acquiring any Ownership Interest in a Residual Certificate are expressly subject to the following provisions:

(i) Each Person holding or acquiring any Ownership Interest in a Residual Certificate shall be a Permitted Transferee and shall promptly notify the Trustee of any change or impending change in its status as a Permitted Transferee.

(ii) No Ownership Interest in a Residual Certificate may be registered on the Closing Date (except with respect to the initial transfer by the Depositor to an

affiliate) or thereafter transferred, and the Trustee shall not register the Transfer of any Residual Certificate unless, in addition to the certificates required to be delivered to the Trustee under subparagraph (b) above, the Trustee shall have been furnished with an affidavit (a "Transfer Affidavit") of the initial owner or the proposed transferee in the form attached hereto as Exhibit I.

(iii) Each Person holding or acquiring any Ownership Interest in a Residual Certificate shall agree (A) to obtain a Transfer Affidavit from any other Person to whom such Person attempts to Transfer its Ownership Interest in a Residual Certificate, (B) to obtain a Transfer Affidavit from any Person for whom such Person is acting as nominee, trustee or agent in connection with any Transfer of a Residual Certificate and (C) not to Transfer its Ownership Interest in a Residual Certificate or to cause the Transfer of an Ownership Interest in a Residual Certificate to any other Person if it has actual knowledge that such Person is not a Permitted Transferee.

(iv) Any attempted or purported Transfer of any Ownership Interest in a Residual Certificate in violation of the provisions of this Section 5.02(c) shall be absolutely null and void and shall vest no rights in the purported Transferee. If any purported transferee shall become a Holder of a Residual Certificate in violation of the provisions of this Section 5.02(c), then the last preceding Permitted Transferee shall be restored to all rights as Holder thereof retroactive to the date of registration of Transfer of such Residual Certificate. The Trustee shall be under no liability to any Person for any registration of Transfer of a Residual Certificate that is in fact not permitted by Section 5.02(b) and this Section 5.02(c) or for making any payments due on such Certificate to the Holder thereof or taking any other action with respect to such Holder under the provisions of this Agreement so long as the Transfer was registered after receipt of the related Transfer Affidavit, Transferor Certificate and either the Rule 144A Letter or an Investment Letter. The Trustee shall be entitled but not obligated to recover from any Holder of a Residual Certificate that was in fact not a Permitted Transferee at the time it became a Holder or, at such subsequent time as it became other than a Permitted Transferee, all payments made on such Residual Certificate at and after either such time. Any such payments so recovered by the Trustee shall be paid and delivered by the Trustee to the last preceding Permitted Transferee of such Certificate.

(v) The Depositor shall use its best efforts to make available, upon receipt of written request from the Trustee, all information necessary to compute any tax imposed under Section 860E(e) of the Code as a result of a Transfer of an Ownership Interest in a Residual Certificate to any Holder who is not a Permitted Transferee.

The restrictions on Transfers of a Residual Certificate set forth in this Section 5.02(c) shall cease to apply (and the applicable portions of the legend on a Residual Certificate may be deleted) with respect to Transfers occurring after delivery to the Trustee of an Opinion of Counsel, which Opinion of Counsel shall not be an expense of the Trust Fund, the Trustee, the

Seller, the Depositor or the Master Servicer, to the effect that the elimination of such restrictions will not cause any REMIC hereunder to fail to qualify as a REMIC at any time that the Certificates are outstanding or result in the imposition of any tax on the Trust Fund, a Certificateholder or another Person. Each Person holding or acquiring any Ownership Interest in a Residual Certificate hereby consents to any amendment of this Agreement which, based on an Opinion of Counsel furnished to the Trustee, is reasonably necessary (a) to ensure that the record ownership of, or any beneficial interest in, a Residual Certificate is not transferred, directly or indirectly, to a Person that is not a Permitted Transferee and (b) to provide for a means to compel the Transfer of a Residual Certificate which is held by a Person that is not a Permitted Transferee to a Holder that is a Permitted Transferee.

(d) The preparation and delivery of all certificates and opinions referred to above in this Section 5.02 in connection with transfer shall be at the expense of the parties to such transfers.

(e) Except as provided below, the Book-Entry Certificates shall at all times remain registered in the name of the Depository or its nominee and at all times: (i) registration of the Certificates may not be transferred by the Trustee except to another Depository; (ii) the Depository shall maintain book-entry records with respect to the Certificate Owners and with respect to ownership and transfers of such Book-Entry Certificates; (iii) ownership and transfers of registration of the Book-Entry Certificates on the books of the Depository shall be governed by applicable rules established by the Depository; (iv) the Depository may collect its usual and customary fees, charges and expenses from its Depository Participants; (v) the Trustee shall deal with the Depository, Depository Participants and indirect participating firms as representatives of the Certificate Owners of the Book-Entry Certificates for purposes of exercising the rights of holders under this Agreement, and requests and directions for and votes of such representatives shall not be deemed to be inconsistent if they are made with respect to different Certificate Owners; and (vi) the Trustee may rely and shall be fully protected in relying upon information furnished by the Depository with respect to its Depository Participants and furnished by the Depository Participants with respect to indirect participating firms and persons shown on the books of such indirect participating firms as direct or indirect Certificate Owners.

All transfers by Certificate Owners of Book-Entry Certificates shall be made in accordance with the procedures established by the Depository Participant or brokerage firm representing such Certificate Owner. Each Depository Participant shall only transfer Book-Entry Certificates of Certificate Owners it represents or of brokerage firms for which it acts as agent in accordance with the Depository's normal procedures.

If (x) (i) the Depository or the Depositor advises the Trustee in writing that the Depository is no longer willing or able to properly discharge its responsibilities as Depository, and (ii) the Trustee or the Depositor is unable to locate a qualified successor, (y) the Depositor at its option advises the Trustee in writing that it elects to terminate the book-entry system through the Depository or (z) after the occurrence of an Event of Default, Certificate Owners representing at least 51% of the Certificate Principal Balance of the Book-Entry Certificates together advise the Trustee and the Depository through the Depository Participants in writing that the continuation of a book-entry system through the Depository is no longer in the best interests of the Certificate Owners, the Trustee shall notify all Certificate Owners, through the

Depository, of the occurrence of any such event and of the availability of definitive, fully-registered Certificates (the “Definitive Certificates”) to Certificate Owners requesting the same. Upon surrender to the Trustee of the related Class of Certificates by the Depository, accompanied by the instructions from the Depository for registration, the Trustee shall issue the Definitive Certificates. Neither the Master Servicer, the Depositor nor the Trustee shall be liable for any delay in delivery of such instruction and each may conclusively rely on, and shall be protected in relying on, such instructions. The Master Servicer shall provide the Trustee with an adequate inventory of certificates to facilitate the issuance and transfer of Definitive Certificates. Upon the issuance of Definitive Certificates all references herein to obligations imposed upon or to be performed by the Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such Definitive Certificates and the Trustee shall recognize the Holders of the Definitive Certificates as Certificateholders hereunder; provided that the Trustee shall not by virtue of its assumption of such obligations become liable to any party for any act or failure to act of the Depository.

Section 5.03 Mutilated, Destroyed, Lost or Stolen Certificates.

If (a) any mutilated Certificate is surrendered to the Trustee, or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Certificate and (b) there is delivered to the Master Servicer and the Trustee such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Trustee that such Certificate has been acquired by a bona fide purchaser, the Trustee shall execute, countersign and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Certificate, a new Certificate of like Class, tenor and Percentage Interest. In connection with the issuance of any new Certificate under this Section 5.03, 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 Trustee) connected therewith. Any replacement Certificate issued pursuant to this Section 5.03 shall constitute complete and indefeasible evidence of ownership, as if originally issued, whether or not the lost, stolen or destroyed Certificate shall be found at any time.

Section 5.04 Persons Deemed Owners.

The Master Servicer, the Trustee and any agent of the Master Servicer or the Trustee may treat the Person in whose name any Certificate is registered as the owner of such Certificate for the purpose of receiving distributions as provided in this Agreement and for all other purposes whatsoever, and none of the Master Servicer, the Trustee or any agent of the Master Servicer or the Trustee shall be affected by any notice to the contrary.

Section 5.05 Access to List of Certificateholders’ Names and Addresses.

If three or more Certificateholders (a) request such information in writing from the Trustee, (b) state that such Certificateholders desire to communicate with other Certificateholders with respect to their rights under this Agreement or under the Certificates, and (c) provide a copy of the communication which such Certificateholders propose to transmit, or if the Depositor or Master Servicer shall request such information in writing from the Trustee, then the Trustee shall, within ten Business Days after the receipt of such request, provide the

Depositor, the Master Servicer or such Certificateholders at such recipients' expense the most recent list of the Certificateholders of such Trust Fund held by the Trustee, if any. The Depositor and every Certificateholder, by receiving and holding a Certificate, agree that the Trustee shall not be held accountable by reason of the disclosure of any such information as to the list of the Certificateholders hereunder, regardless of the source from which such information was derived.

Section 5.06 Maintenance of Office or Agency.

Certificates may be surrendered for registration of transfer or exchange at the Corporate Trust Office of the Trustee. The Trustee will give prompt written notice to the Certificateholders of any change in such location of any such office or agency.

ARTICLE VI

THE DEPOSITOR AND THE MASTER SERVICER

Section 6.01 Respective Liabilities of the Depositor and the Master Servicer.

The Depositor and the Master Servicer shall each be liable in accordance herewith only to the extent of the obligations specifically and respectively imposed upon and undertaken by them herein.

Section 6.02 Merger or Consolidation of the Depositor or the Master Servicer.

The Depositor will keep in full effect its existence, rights and franchises as a corporation under the laws of the United States or under the laws of one of the states thereof and will obtain and preserve its qualification to do business as a foreign corporation in each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of this Agreement, or any of the Mortgage Loans and to perform its duties under this Agreement. The Master Servicer will keep in effect its existence, rights and franchises as a limited partnership under the laws of the United States or under the laws of one of the states thereof and will obtain and preserve its qualification or registration to do business as a foreign partnership in each jurisdiction in which such qualification or registration is or shall be necessary to protect the validity and enforceability of this Agreement or any of the Mortgage Loans and to perform its duties under this Agreement.

Any Person into which the Depositor or the Master Servicer may be merged or consolidated, or any Person resulting from any merger or consolidation to which the Depositor or the Master Servicer shall be a party, or any person succeeding to the business of the Depositor or the Master Servicer, shall be the successor of the Depositor or the Master Servicer, as the case may be, hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided, however, that the successor or surviving Person to the Master Servicer shall be qualified to service mortgage loans on behalf of, FHLMC.

Section 6.03 Limitation on Liability of the Depositor, the Master Servicer and Others.

None of the Depositor, the Master Servicer or any of the directors, officers, employees or agents of the Depositor or the Master Servicer shall be under any liability to the Certificateholders for any action taken or for refraining from the taking of any action in good faith pursuant to this Agreement, or for errors in judgment; provided, however, that this provision shall not protect the Depositor, the Master Servicer or any such Person against any breach of representations or warranties made by it herein or protect the Depositor, the Master Servicer or any such Person from any liability which would otherwise be imposed by reasons of willful misfeasance, bad faith or negligence in the performance of duties or by reason of reckless disregard of obligations and duties hereunder. The Depositor, the Master Servicer and any

director, officer, employee or agent of the Depositor or the Master Servicer may rely in good faith on any document of any kind prima facie properly executed and submitted by any Person respecting any matters arising hereunder. The Depositor, the Master Servicer and any director, officer, employee or agent of the Depositor or the Master Servicer shall be indemnified by the Trust Fund and held harmless against any loss, liability or expense incurred in connection with any audit, controversy or judicial proceeding relating to a governmental taxing authority or any legal action relating to this Agreement or the Certificates out of the Collection Account up to an amount equal to \$500,000 in any calendar year, other than any loss, liability or expense related to any specific Mortgage Loan or Mortgage Loans (except as any such loss, liability or expense shall be otherwise reimbursable pursuant to this Agreement) and any loss, liability or expense incurred by reason of willful misfeasance, bad faith or negligence in the performance of duties hereunder or by reason of reckless disregard of obligations and duties hereunder. None of the Depositor or the Master Servicer shall be under any obligation to appear in, prosecute or defend any legal action that is not incidental to its respective duties hereunder and which in its opinion may involve it in any expense or liability; provided, however, that any of the Depositor or the Master Servicer, may in its discretion undertake any such action that it may deem necessary or desirable in respect of this Agreement and the rights and duties of the parties hereto and interests of the Trustee and the Certificateholders hereunder. In such event, (unless the Depositor or the Master Servicer acts without the consent of the Holders of Certificates entitled to at least 51% of the Voting Rights), the legal expenses and costs of such action and any liability resulting therefrom shall be expenses, costs and liabilities of the Trust Fund, and the Depositor and the Master Servicer shall be entitled to be reimbursed therefor out of the Collection Account without limitation.

Section 6.04 Limitation on Resignation of Master Servicer.

The Master Servicer shall not resign from the obligations and duties hereby imposed on it except (a) upon appointment of a successor servicer and receipt by the Trustee of a letter from each Rating Agency that such a resignation and appointment will not result in a downgrading of the rating of any of the Certificates, or (b) upon determination that its duties hereunder are no longer permissible under applicable law. Any such determination under clause (b) permitting the resignation of the Master Servicer shall be evidenced by an Opinion of Counsel to such effect delivered to the Trustee. No such resignation shall become effective until the Trustee or a successor master servicer shall have assumed the Master Servicer's responsibilities, duties, liabilities and obligations hereunder.

Section 6.05 Rights of the Trustee in Respect of the Master Servicer.

The Master Servicer shall afford (and any Sub-Servicing Agreement shall provide that each Sub-Servicer shall afford) the Trustee, upon reasonable notice, during normal business hours, access to all records and documentation regarding the Mortgage Loans maintained by the Master Servicer (and any such Sub-Servicer, in respect of the Master Servicer's rights and obligations hereunder and access to officers, employees and independent public accountants (and by this provision the Master Servicer hereby authorizes said accountants to discuss with the Trustee such affairs, finances and accounts) of the Master Servicer responsible for such obligations. Upon request, the Master Servicer shall furnish to the Trustee its (and any such Sub-Servicer's) most recent financial statements and such other information relating to the Master

Servicer's capacity to perform its obligations under this Agreement as it possesses (and that any such Sub-Servicer possesses). To the extent such information is not otherwise available to the public, the Trustee shall not disseminate any information obtained pursuant to the preceding two sentences without the Master Servicer's written consent, except as required pursuant to this Agreement or to the extent that it is appropriate to do so (i) in working with legal counsel, auditors, taxing authorities or other governmental agencies or (ii) pursuant to any law, rule, regulation, order, judgment, writ, injunction or decree of any court or governmental authority having jurisdiction over the Trustee or the Trust Fund, and in any case, the Trustee shall use its best efforts to assure the confidentiality of any such disseminated non-public information.

ARTICLE VII

DEFAULT

Section 7.01 Events of Default.

“Event of Default,” wherever used herein, means any one of the following events:

(i) any failure by the Master Servicer to deposit in the Collection Account or remit to the Trustee any payment required to be made under the terms of this Agreement (including a payment required to be made pursuant to Section 4.01 hereof), which failure shall continue unremedied for one Business Day after the date upon which written notice of such failure shall have been given to the Master Servicer by the Trustee or the Depositor or to the Master Servicer and the Trustee by the Holders of Certificates having not less than 51% of the Voting Rights evidenced by the Certificates; provided, that in the event that the Master Servicer fails to remit the Available Distribution Amount with respect to the Mortgage Loans for such Master Servicer Remittance Date on such Master Servicer Remittance Date and cures such failure on the Distribution Date, the Master Servicer will pay the Trustee interest at the Prime Rate on the Available Distribution Amount with respect to the Mortgage Loans for the period from and including such Master Servicer Remittance Date to but excluding the related Distribution Date; or

(ii) any failure by the Master Servicer to observe or perform in any material respect any other of the covenants or agreements on the part of the Master Servicer contained in this Agreement, which failure materially affects the rights of Certificateholders, that failure continues unremedied for a period of 60 days after the date on which written notice of such failure shall have been given to the Master Servicer by the Trustee or the Depositor, or to the Master Servicer and the Trustee by the Holders of Certificates evidencing not less than 51% of the Voting Rights evidenced by the Certificates; provided, however, that the cure period with respect to the delivery of the Mortgage File for Delay Delivery Mortgage Loans shall be thirty (30) days after the date on which written notice of such failure shall have been given to the Master Servicer by the Trustee or the Depositor, or to the Master Servicer and the Trustee by the Holders of Certificates evidencing not less than 51% of the Voting Rights evidenced by the Certificates; or

(iii) a decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a 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, shall have been entered against the Master Servicer and such decree or order shall have remained in force undischarged or unstayed for a period of 60 consecutive days; or

(iv) the Master Servicer shall consent to the appointment of a receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings of or relating to the Master Servicer or all or substantially all of the property of the Master Servicer; or

(v) the Master Servicer shall admit in writing its inability to pay its debts generally as they become due, file a petition to take advantage of, or commence a voluntary case under, any applicable insolvency or reorganization statute, make an assignment for the benefit of its creditors, or voluntarily suspend payment of its obligations; or

(vi) the Master Servicer is no longer an approved servicer of FHLMC, FHA, VA; or

(vii) the Master Servicer fails to maintain a FHLMC Tier I or Tier II rating in each rated area as a FHLMC seller/servicer for two consecutive Distribution Dates; or

(viii) the Master Servicer's failure to comply with its reporting obligations in Section 4.06(c) and Section 4.10(a).

If an Event of Default described in clauses (i) to (viii) of this Section shall occur, then, and in each and every such case, so long as such Event of Default shall not have been remedied, the Trustee may, or at the direction of the Holders of Certificates evidencing at least 51% of the Voting Rights evidenced by the Certificates, the Trustee shall by notice in writing to the Master Servicer (with a copy to each Rating Agency), terminate all of the rights and obligations of the Master Servicer under this Agreement and in and to the Mortgage Loans and the proceeds thereof, other than its rights as a Certificateholder hereunder. On and after the receipt by the Master Servicer of such written notice, all authority and power of the Master Servicer hereunder, whether with respect to the Mortgage Loans or otherwise, shall pass to and be vested in the Trustee. The Trustee shall thereupon make any Monthly Advance which the Master Servicer failed to make subject to Section 4.01 hereof whether or not the obligations of the Master Servicer have been terminated pursuant to this Section. The Trustee is hereby authorized and empowered to execute and deliver, on behalf of the Master Servicer, as attorney-in-fact or otherwise, any and all documents and other instruments, and to do or accomplish all other acts or things necessary or appropriate to effect the purposes of such notice of termination, whether to complete the transfer and endorsement or assignment of the Mortgage Loans and related documents, or otherwise. Unless expressly provided in such written notice, no such termination shall affect any obligation of the Master Servicer to pay amounts owed pursuant to Article VIII. The Master Servicer agrees to cooperate with the Trustee in effecting the termination of the Master Servicer's responsibilities and rights hereunder, including, without limitation, the transfer to the Trustee of all cash amounts which shall at the time be credited to the Collection Account, or thereafter be received with respect to the Mortgage Loans.

Notwithstanding any termination of the activities of the Master Servicer hereunder, the Master Servicer shall be entitled to receive, out of any late collection of a Monthly Payment on a Mortgage Loan which was due prior to the notice terminating such Master Servicer's rights and obligations as Master Servicer hereunder and received after such notice, that portion thereof to which such Master Servicer would have been entitled pursuant to Sections 3.08(a)(i) through (ix), and any other amounts payable to such Master Servicer hereunder the entitlement to which arose prior to the termination of its activities hereunder.

Section 7.02 Trustee to Act; Appointment of Successor.

On and after the time the Master Servicer receives a notice of termination pursuant to Section 7.01 hereof (but in no event later than 90 days after receipt of such notice), the Trustee shall, subject to and to the extent provided in Section 3.04, be the successor to the Master Servicer in its capacity as master servicer under this Agreement and the transactions set forth or provided for herein and shall be subject to all the responsibilities, duties and liabilities relating thereto placed on the Master Servicer by the terms and provisions hereof and applicable law including the obligation to make Monthly Advances pursuant to Section 4.01. As compensation therefor, the Trustee as successor Master Servicer shall be entitled to all funds relating to the Mortgage Loans that the Master Servicer would have been entitled to charge to the Collection Account or Distribution Account if the Master Servicer had continued to act hereunder. Notwithstanding the foregoing, if the Trustee has become the successor to the Master Servicer in accordance with Section 7.01 hereof, the Trustee may, if it shall be unwilling to so act, or shall, if it is prohibited by applicable law from making Monthly Advances pursuant to Section 4.01 hereof or if it is otherwise unable to so act, appoint, or petition a court of competent jurisdiction to appoint, any established mortgage loan servicing institution the appointment of which does not adversely affect the then current rating of the Certificates by each Rating Agency, as the successor to the Master Servicer hereunder in the assumption of all or any part of the responsibilities, duties or liabilities of the Master Servicer hereunder. Any successor to the Master Servicer shall be an institution which is a FHLMC, FHA and VA approved seller/servicer in good standing, which has a net worth of at least \$15,000,000, and which is willing to service the Mortgage Loans and executes and delivers to the Depositor and the Trustee an agreement accepting such delegation and assignment, which contains an assumption by such Person of the rights, powers, duties, responsibilities, obligations and liabilities of the Master Servicer (other than liabilities of the Master Servicer under Section 6.03 hereof incurred prior to termination of the Master Servicer under Section 7.01), with like effect as if originally named as a party to this Agreement; and provided further that each Rating Agency acknowledges that its rating of the Certificates in effect immediately prior to such assignment and delegation will not be qualified or reduced, as a result of such assignment and delegation. The Trustee and such successor shall take such action, consistent with this Agreement, as shall be necessary to effectuate any such succession. All Servicing Transfer Costs shall be paid by the predecessor Master Servicer upon presentation of reasonable documentation of such costs, and if such predecessor Master Servicer defaults in its obligation to pay such costs, such costs shall be paid by the successor Master Servicer or the Trustee (in which case the successor Master Servicer or the Trustee, as applicable, shall be entitled to reimbursement therefor from the assets of the Trust Fund). Any indemnification from the Trust Fund, as contemplated above, shall be payable by the Trust Fund in the manner set forth in Section 4.03, subject to the limitations set forth in Section 8.05.

Pending appointment of a successor to the Master Servicer hereunder, the Trustee, unless the Trustee is prohibited by law from so acting, shall, subject to Section 3.04 hereof, act in such capacity as successor Master Servicer as hereinabove provided. In connection with such appointment and assumption, the Trustee may make such arrangements for the compensation of such successor out of payments on Mortgage Loans as it and such successor shall agree; provided, however, that no such compensation shall be in excess of the Servicing Fee permitted the Master Servicer hereunder. The Trustee and such successor shall take such action, consistent

with this Agreement, as shall be necessary to effectuate any such succession. Neither the Trustee nor any other successor master servicer shall be deemed to be in default hereunder by reason of any failure to make, or any delay in making, any distribution hereunder or any portion thereof or any failure to perform, or any delay in performing, any duties or responsibilities hereunder, in either case caused by the failure of the Master Servicer to deliver or provide, or any delay in delivering or providing, any cash, information, documents or records to it.

Any successor to the Master Servicer as master servicer shall give notice to the Mortgagors of such change of servicer and shall, during the term of its service as master servicer maintain in force the policy or policies that the Master Servicer is required to maintain pursuant to Section 3.09.

In connection with the termination or resignation of the Master Servicer hereunder, either (i) the successor Master Servicer, including the Trustee if the Trustee is acting as successor Master Servicer, shall represent and warrant that it is a member of MERS in good standing and shall agree to comply in all material respects with the rules and procedures of MERS in connection with the servicing of the Mortgage Loans that are registered with MERS, or (ii) the predecessor Master Servicer shall cooperate with the successor Master Servicer either (x) in causing MERS to execute and deliver an assignment of Mortgage in recordable form to transfer the Mortgage from MERS to the Trustee and to execute and deliver such other notices, documents and other instruments as may be necessary or desirable to effect a transfer of such Mortgage Loan or servicing of such Mortgage Loan on the MERS® System to the successor Master Servicer or (y) in causing MERS to designate on the MERS® System the successor Master Servicer as the servicer of such Mortgage Loan. The predecessor Master Servicer shall file or cause to be filed any such assignment in the appropriate recording office. The successor Master Servicer shall cause such assignment to be delivered to the Trustee promptly upon receipt of the original with evidence of recording thereon or a copy certified by the public recording office in which such assignment was recorded.

Section 7.03 Notification to Certificateholders.

(a) Upon any termination of or appointment of a successor to the Master Servicer, the Trustee shall give prompt written notice thereof to Certificateholders and to each Rating Agency.

(b) Within 60 days after the occurrence of any Event of Default, the Trustee shall transmit by mail to all Certificateholders notice of each such Event of Default hereunder known to the Trustee, unless such Event of Default shall have been cured or waived.

Section 7.04 Waiver of Master Servicer Events of Termination.

The Holders of Certificates evidencing not less than 51% of the Voting Rights may, on behalf of all Certificateholders, waive any default by the Master Servicer in the performance of its obligations hereunder and the consequences thereof, except a default in the making of or the causing to be made of any required distribution on the Certificates. Upon any such waiver of a past default, such default shall be deemed to cease to exist, and any Event of Default arising therefrom shall be deemed to have been timely remedied for every purpose of this Agreement. No such waiver shall extend to any subsequent or other default or impair any right consequent

thereon except to the extent expressly so waived. The Trustee shall give notice of any such waiver to the Rating Agencies.

ARTICLE VIII

CONCERNING THE TRUSTEE

Section 8.01 Duties of Trustee.

The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default that may have occurred, shall undertake to perform such duties and only such duties as are specifically set forth in this Agreement. In case an Event of Default has occurred and remains uncured, the Trustee shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

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 this Agreement shall examine them to determine whether they are in the form required by this Agreement; provided, however, that the Trustee shall not be responsible for the accuracy or content of any such resolution, certificate, statement, opinion, report, document, order or other instrument.

No provision of this Agreement shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own willful misconduct; provided, however, that:

- (i) unless an Event of Default known to the Trustee shall have occurred and be continuing, the duties and obligations of the Trustee shall be determined solely by the express provisions of this Agreement, the Trustee shall not be liable, individually or as Trustee, except for the performance of such duties and obligations as are specifically set forth in this Agreement, no implied covenants or obligations shall be read into this Agreement against the Trustee and the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this Agreement which it believed in good faith to be genuine and to have been duly executed by the proper authorities respecting any matters arising hereunder;
- (ii) the Trustee shall not be liable, individually or as Trustee, for an error of judgment made in good faith by a Responsible Officer or Responsible Officers of the Trustee, unless it shall be finally proven that the Trustee was negligent in ascertaining the pertinent facts; and
- (iii) the Trustee shall not be liable, individually or as Trustee, with respect to any action taken, suffered or omitted to be taken by it (a) in good faith; (b) in accordance with the direction, when such direction is required by this Agreement before taking, suffering or omitting to take such action, of the Holders of Certificates evidencing not less than 25% of the Voting Rights of Certificates and (c) relating 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 this Agreement.

Section 8.02 Certain Matters Affecting the Trustee.

Except as otherwise provided in Section 8.01:

- (i) the Trustee may request and rely upon and shall 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 believed by it to be genuine and to have been signed or presented by the proper party or parties and the Trustee shall have no responsibility to ascertain or confirm the genuineness of any signature of any such party or parties;
- (ii) the Trustee may consult with counsel, financial advisers or accountants and the advice of any such counsel, financial advisers or accountants and any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by it hereunder in good faith and in accordance with such advice or Opinion of Counsel;
- (iii) the Trustee shall not be liable, individually or as Trustee, for any action taken, suffered or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Agreement;
- (iv) prior to the occurrence of an Event of Default hereunder and after the curing of all Events of Default that may have occurred, the Trustee shall 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, unless requested in writing so to do by the Holders of Certificates evidencing not less than 25% of the Voting Rights allocated to each Class of Certificates;
- (v) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, accountants or attorneys;
- (vi) the Trustee shall not be required to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability satisfactory to it is not assured to it;
- (vii) the Trustee shall not be liable, individually or as Trustee, for any loss on any investment of funds pursuant to this Agreement;

(viii) the Trustee shall not be deemed to have knowledge of an Event of Default until a Responsible Officer of the Trustee shall have received written notice thereof; and

(ix) the Trustee shall be under no obligation to exercise any of the trusts, rights or powers vested in it by this Agreement or to institute, conduct or defend any litigation hereunder or in relation hereto at the request, order or direction of the Certificateholders, pursuant to the provisions of this Agreement, unless such Certificateholders shall have offered to the Trustee reasonable security or indemnity satisfactory to the Trustee against the costs, expenses and liabilities which may be incurred therein or thereby.

All rights of action under this Agreement or under any of the Certificates, enforceable by the Trustee, may be enforced by the Trustee without the possession of any of the Certificates, or the production thereof at the trial or other proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all the Holders of the Certificates, subject to the provisions of this Agreement.

Section 8.03 Trustee Not Liable for Certificates or Mortgage Loans.

The recitals contained herein and in the Certificates shall be taken as the statements of the Depositor or the Seller, as the case may be, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Agreement, the Offering Memorandum or of the Certificates or of any Mortgage Loan or related document or of MERS or the MERS® System other than with respect to the Trustee's execution and counter-signature of the Certificates. The Trustee shall not be accountable for the use or application by the Depositor or the Master Servicer of any funds paid to the Depositor or the Master Servicer in respect of the Mortgage Loans or deposited in or withdrawn from the Collection Account by the Depositor or the Master Servicer.

Section 8.04 Trustee May Own Certificates.

The Trustee in its individual or any other capacity may become the owner or pledgee of Certificates with the same rights as it would have if it were not the Trustee.

Section 8.05 Trustee's Fees and Expenses.

As compensation for its services provided hereunder, the Trustee shall be entitled to the Trustee Fee and such amount as set forth in a separate fee agreement between the Seller and the Trustee. The Trustee and any director, officer, employee or agent of the Trustee shall be indemnified by the Seller and held harmless against any loss, liability or expense (including reasonable attorney's fees) (i) incurred in connection with its duties acting as Trustee hereunder (but not as successor to the Master Servicer) with respect to (a) this Agreement, (b) the Certificates, (c) the Mortgage Loans and the performance by the related Custodian of its obligations as the Custodian with respect thereto, or (d) the performance of any of the Trustee's duties hereunder, other than any loss, liability or expense incurred (1) by reason of willful

misfeasance, bad faith or negligence in the performance of any of the Trustee's duties hereunder, (2) by reason of any action of the Trustee taken at the direction of the Certificateholders or (3) as a result of an event for which the Master Servicer is responsible and must indemnify the Trustee and (ii) resulting from any error in any tax or information return prepared by the Master Servicer. If the Seller or the Master Servicer fails to perform its obligations as set forth in this Section 8.05 with respect to the payment of any indemnification amount owed to the Trustee, the Trustee may withdraw such amounts owed from the Distribution Account, on any Distribution Date prior to distributions to Certificateholders, up to an amount not to exceed \$100,000 per year, except that, an additional amount not to exceed \$100,000 per year may be withdrawn if such additional amount is needed to reimburse the Trustee for Servicing Transfer Costs not paid by the predecessor Master Servicer in the aggregate. Such indemnity shall survive the termination of this Agreement or the resignation or removal of the Trustee hereunder. Without limiting the foregoing, the Seller covenants and agrees, except as otherwise agreed upon in writing by the Depositor and the Trustee, and except for any such expense, disbursement or advance as may arise from the Trustee's negligence, bad faith or willful misconduct, to pay or reimburse the Trustee, for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Agreement with respect to: (A) the reasonable compensation and the expenses and disbursements of its counsel, (B) the reasonable compensation, expenses and disbursements of any accountant, engineer or appraiser that is not regularly employed by the Trustee, to the extent that the Trustee must engage such persons to perform acts or services hereunder, (C) printing and engraving expenses in connection with preparing any Definitive Certificates or (D) resulting from an error in any tax or information return prepared by the Master Servicer. Except as otherwise provided herein, the Trustee shall not be entitled to payment or reimbursement for any routine ongoing expenses incurred by the Trustee in the ordinary course of its duties as Trustee, Registrar, agent for the Tax Matters Person or Paying Agent hereunder or for any other expenses.

Section 8.06 Eligibility Requirements for Trustee.

The Trustee hereunder shall at all times be a corporation or association organized and doing business under the laws of a state or the United States of America, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$50,000,000, subject to supervision or examination by federal or state authority and with a credit rating which would not cause either of the Rating Agencies to reduce their respective then current ratings of the Certificates (or having provided such security from time to time as is sufficient to avoid such reduction), as evidenced in writing by each Rating Agency. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section 8.06 the combined capital and surplus of such corporation or association shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 8.06, the Trustee shall resign immediately in the manner and with the effect specified in Section 8.07 hereof. The entity serving as Trustee may have normal banking and trust relationships with the Depositor and its affiliates or the Master Servicer and its affiliates; provided, however, that such entity cannot be an affiliate of the Master Servicer other than the Trustee in its role as successor to the Master Servicer.

Section 8.07 Resignation and Removal of Trustee.

The Trustee may at any time resign and be discharged from the trusts hereby created by giving written notice of resignation to the Depositor, the Master Servicer and each Rating Agency not less than 60 days before the date specified in such notice when, subject to Section 8.08, such resignation is to take effect, and acceptance by a successor trustee in accordance with Section 8.08 meeting the qualifications set forth in Section 8.06. If no successor trustee meeting such qualifications shall have been so appointed and have accepted appointment within 30 days after the giving of such notice or resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor trustee.

If at any time the Trustee (i) shall cease to be eligible in accordance with the provisions of Section 8.06 hereof or (ii) fails to comply with the reporting obligations of Section 4.10, and shall fail to resign, or if at any time the Trustee shall become incapable of acting, or shall be adjudged as bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, or a tax is imposed with respect to the Trust Fund by any state in which the Trustee or the Trust Fund is located and the imposition of such tax would be avoided by the appointment of a different trustee, then the Depositor or the Master Servicer may remove the Trustee and the Depositor shall appoint a successor trustee by written instrument, in triplicate, one copy of which instrument shall be delivered to the Trustee, one copy of which shall be delivered to the Master Servicer and one copy to the successor trustee.

The Holders of Certificates entitled to at least 51% of the Voting Rights may at any time remove the Trustee and the Depositor shall appoint a successor trustee by written instrument or instruments, in triplicate, signed by such Holders or their attorneys-in-fact duly authorized, one complete set of which instruments shall be delivered by the successor Trustee to the Master Servicer, one complete set to the Trustee so removed and one complete set to the successor so appointed. Notice of any removal of the Trustee shall be given to each Rating Agency by the successor trustee.

Any resignation or removal of the Trustee and appointment of a successor trustee pursuant to any of the provisions of this Section 8.07 shall become effective upon acceptance of appointment by the successor trustee as provided in Section 8.08 hereof.

Section 8.08 Successor Trustee.

Any successor trustee appointed as provided in Section 8.07 hereof shall execute, acknowledge and deliver to the Depositor, its predecessor trustee and the Master Servicer an instrument accepting such appointment hereunder and thereupon the resignation or removal of the predecessor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become fully vested with all the rights, powers, duties and obligations of its predecessor hereunder, with the like effect as if originally named as trustee herein. The Depositor, the Master Servicer and the predecessor trustee shall execute and deliver such instruments and do such other things as may reasonably be required for more fully and

certainly vesting and confirming in the successor trustee all such rights, powers, duties, and obligations.

No successor trustee shall accept appointment as provided in this Section 8.08 unless at the time of such acceptance such successor trustee shall be eligible under the provisions of Section 8.06 hereof, its appointment shall not adversely affect the then current rating of the Certificates.

Upon acceptance of appointment by a successor trustee as provided in this Section 8.08, the Depositor shall mail notice of the succession of such trustee hereunder to all Holders of Certificates. If the Depositor fails to mail such notice within 10 days after acceptance of appointment by the successor trustee, the successor trustee shall cause such notice to be mailed at the expense of the Depositor.

Section 8.09 Merger or Consolidation of Trustee.

Any corporation 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 shall be a party, or any corporation succeeding to the business of the Trustee, shall be the successor of the Trustee hereunder; provided that such corporation shall be eligible under the provisions of Section 8.06 hereof without the execution or filing of any paper or further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.10 Appointment of Co-Trustee or Separate Trustee.

Notwithstanding any other provisions of this Agreement, at any time, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Trust Fund or property securing any Mortgage Note may at the time be located, the Master Servicer and the Trustee acting jointly shall have the power and shall execute and deliver all instruments to appoint one or more Persons approved by the Trustee to act as co-trustee or co-trustees jointly with the Trustee, or separate trustee or separate trustees, of all or any part of the Trust Fund, and to vest in such Person or Persons, in such capacity and for the benefit of the Certificateholders, such title to the Trust Fund or any part thereof, whichever is applicable, and, subject to the other provisions of this Section 8.10, such powers, duties, obligations, rights and trusts as the Master Servicer and the Trustee may consider necessary or desirable. If the Master Servicer shall not have joined in such appointment within 15 days after the receipt by it of a request to do so, or in the case an Event of Default shall have occurred and be continuing, the Trustee alone shall have the power to make such appointment. No co-trustee or separate trustee hereunder shall be required to meet the terms of eligibility as a successor trustee under Section 8.06 and no notice to Certificateholders of the appointment of any co-trustee or separate trustee shall be required under Section 8.08.

Every separate trustee and co-trustee shall, to the extent permitted by law, be appointed and act subject to the following provisions and conditions:

- (i) To the extent necessary to effectuate the purposes of this Section 8.10, all rights, powers, duties and obligations conferred or imposed upon the Trustee, except for the obligation of the Trustee under this Agreement to advance funds on behalf of the Master Servicer, shall be conferred or imposed upon and exercised or performed by the Trustee and such separate trustee or co-trustee jointly (it being understood that such separate trustee or co-trustee is not authorized to act separately without the Trustee joining in such act), except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed (whether as Trustee hereunder or as successor to the Master Servicer hereunder), the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations (including the holding of title to the applicable Trust Fund or any portion thereof in any such jurisdiction) shall be exercised and performed singly by such separate trustee or co-trustee, but solely at the direction of the Trustee;
- (ii) No trustee hereunder shall be held personally liable by reason of any act or omission of any other trustee hereunder and such appointment shall not, and shall not be deemed to, constitute any such separate trustee or co-trustee as agent of the Trustee;
- (iii) The Trustee may at any time accept the resignation of or remove any separate trustee or co-trustee; and
- (iv) The Master Servicer, and not the Trustee, shall be liable for the payment of reasonable compensation, reimbursement and indemnification to any such separate trustee or co-trustee.

Any notice, request or other writing given to the Trustee shall be deemed to have been given to each of the separate trustees and co-trustees, when and as effectively as if given to each of them. Every instrument appointing any separate trustee or co-trustee shall refer to this Agreement and the conditions of this Article VIII. Each separate trustee and co-trustee, upon its acceptance of the trusts conferred, shall be vested with the estates or property specified in its instrument of appointment, either jointly with the Trustee or separately, as may be provided therein, subject to all the provisions of this Agreement, specifically including every provision of this Agreement relating to the conduct of, affecting the liability of, or affording protection to, the Trustee. Every such instrument shall be filed with the Trustee and a copy thereof given to the Master Servicer and the Depositor.

Any separate trustee or co-trustee may, at any time, constitute the Trustee 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 this Agreement on its behalf and in its name. If any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all of its estates, properties, rights, remedies and trusts shall vest in and be exercised by the Trustee, to the extent permitted by law, without the appointment of a new or successor trustee.

Section 8.11 Tax Matters.

It is intended that the Trust Fund, shall constitute, and that the conduct of matters relating to such assets shall be such as to qualify each of REMIC I and REMIC II as, a “real estate mortgage investment conduit” as defined in and in accordance with the REMIC Provisions. In furtherance of such intention, the Trustee covenants and agrees that it shall act as agent (and the Trustee is hereby appointed to act as agent) on behalf of the Tax Matters Person for any such REMIC and that in such capacity it shall: (a) prepare and file, or cause to be prepared and filed, in a timely manner, a U.S. Real Estate Mortgage Investment Conduit Income Tax Return (Form 1066 or any successor form adopted by the Internal Revenue Service) and prepare and file or cause to be prepared and filed with the Internal Revenue Service and applicable state or local tax authorities income tax or information returns for each taxable year with respect to any such REMIC, containing such information and at the times and in the manner as may be required by the Code or state or local tax laws, regulations, or rules, and furnish or cause to be furnished to Certificateholders the schedules, statements or information at such times and in such manner as may be required thereby; (b) within thirty days of the Closing Date, furnish or cause to be furnished to the Internal Revenue Service, on Forms 8811 or as otherwise may be required by the Code, the name, title, address, and telephone number of the person that the holders of the Certificates may contact for tax information relating thereto, together with such additional information as may be required by such Form, and update such information at the time or times in the manner required by the Code; (c) make or cause to be made elections that the Trust Fund be treated as a REMIC on the federal tax return for its first taxable year (and, if necessary, under applicable state law); (d) prepare and forward, or cause to be prepared and forwarded, to the Certificateholders and to the Internal Revenue Service and, if necessary, state tax authorities, all information returns and reports as and when required to be provided to them in accordance with the REMIC Provisions, including without limitation, the calculation of any original issue discount using the Prepayment Assumption; (e) provide information necessary for the computation of tax imposed on the transfer of a Residual Certificate to a Person that is not a Permitted Transferee, or an agent (including a broker, nominee or other middleman) of a Non-Permitted Transferee, or a pass-through entity in which a Non-Permitted Transferee is the record holder of an interest (the reasonable cost of computing and furnishing such information may be charged to the Person liable for such tax but such information will be provided in all events (regardless of whether such payment has been made)); (f) to the extent that they are under its control conduct matters relating to the Trust Fund at all times that any Certificates are outstanding so as to maintain the status as a REMIC under the REMIC Provisions; (g) pay, from the sources specified in the last paragraph of this Section 8.11, the amount of any federal or state tax, including prohibited transaction taxes as described below, imposed on any such REMIC prior to its termination when and as the same shall be due and payable (but such obligation shall not prevent the Trustee or any other appropriate Person from contesting any such tax in appropriate proceedings and shall not prevent the Trustee from withholding payment of such tax, if permitted by law, pending the outcome of such proceedings); (h) ensure that federal, state or local income tax or information returns shall be signed by the Trustee or such other Person as may be required to sign such returns by the Code or state or local laws, regulations or rules; (i) maintain records relating to any such REMIC, including but not limited to the income, expenses, assets and liabilities thereof, as may be necessary to prepare the foregoing returns, schedules, statements or information; and (j) as and when necessary and appropriate, represent

any such REMIC in any administrative or judicial proceedings relating to an examination or audit by any governmental taxing authority.

In order to enable the Trustee to perform its duties as set forth herein, the Depositor shall provide, or cause to be provided, to the Trustee within ten (10) days after the Closing Date all information or data that the Trustee requests in writing and determines to be relevant for tax purposes to the valuations and offering prices of the Certificates, including, without limitation, the price, yield, prepayment assumption and projected cash flows of the Certificates and the Mortgage Loans. Thereafter, the Depositor shall provide to the Trustee promptly upon written request therefor, any such additional information or data that the Trustee may, from time to time, reasonably request in order to enable the Trustee to perform its duties as set forth herein. The Depositor hereby indemnifies the Trustee for any losses, liabilities, damages, claims or expenses of the Trustee arising from any errors or miscalculations of the Trustee that result from any failure of the Depositor to provide, or to cause to be provided, accurate information or data to the Trustee on a timely basis.

In the event that any tax is imposed on “prohibited transactions” of any REMIC hereunder as defined in Section 860F(a)(2) of the Code, on the “net income from foreclosure property” of such REMIC as defined in Section 860G(c) of the Code, on any contribution to any REMIC hereunder after the Startup Day pursuant to Section 860G(d) of the Code, or any other tax is imposed, including, without limitation, any minimum tax imposed upon any REMIC hereunder pursuant to Sections 23153 and 24874 of the California Revenue and Taxation Code, if not paid as otherwise provided for herein, such tax shall be paid by (i) the Trustee, if any such other tax arises out of or results from a breach by the Trustee of any of its obligations under this Agreement and which breach constitutes negligence of the Trustee; provided, however, that the Trustee shall not be liable for any such taxes attributable to the action or inaction of the Depositor or the Tax Matters Person (so long as the Trustee is not the Tax Matters Person), as applicable, nor for any such losses resulting from any information, misinformation, direction, writing or document provided by the Depositor or the Tax Matters Person and on which the Trustee has reasonably relied. The foregoing shall not limit or restrict the rights and remedies of the Holders of the Certificates now or hereafter at law or in equity. Notwithstanding the foregoing, however, in no event shall the Trustee have any responsibility or liability under this Section 8.11 (1) for any action or omission that is taken in accordance with and in compliance with the terms of, or which are permitted by the terms of, this Agreement, (2) for any losses other than arising out of a negligent performance by the Trustee of its duties and obligations set forth herein, and (3) for any special, indirect or consequential damage to Certificateholders, (ii) the Master Servicer, in the case of any such minimum tax, or if such tax arises out of or results from a breach by the Master Servicer or Seller of any of their obligations under this Agreement, (iii) the Seller, if any such tax arises out of or results from the Seller’s obligation to repurchase a Mortgage Loan pursuant to Section 2.02, 2.03 or 3.01 or (iv) in all other cases, or in the event that the Trustee, the Master Servicer or the Seller fails to honor its obligations under the preceding clauses (i),(ii) or (iii), any such tax will be paid with amounts otherwise to be distributed to the Certificateholders, as provided in Section 3.08(a).

In the event that the Master Servicer is required by HUD or the Department of Veterans Affairs to modify a Mortgage Loan in a manner that causes the Trust to fail to qualify as a

REMIC, the Seller or the Master Servicer shall purchase such Mortgage Loan from the Trust at the Purchase Price.

The Master Servicer agrees to indemnify the Trust Fund, the Depositor, the Seller and the Trustee for any taxes and costs including, without limitation, any reasonable attorneys fees imposed on or incurred by the Trust Fund, the Depositor, the Seller or the Trustee as a result of a breach of the Master Servicer's covenants set forth in this Section 8.11.

None of the Depositor or the Master Servicer shall sell, dispose of or substitute for any of the Mortgage Loans (except in connection with (i) the foreclosure of a Mortgage Loan, including but not limited to, the acquisition or sale of a Mortgaged Property acquired by deed in lieu of foreclosure, (ii) the bankruptcy of REMIC I (iii) the termination of REMIC I pursuant to Article IX of this Agreement, (iv) a substitution pursuant to Article II of this Agreement or (v) a purchase of Mortgage Loans pursuant to Article II or III of this Agreement), nor acquire any assets for any REMIC (other than REO Property acquired in respect of a defaulted Mortgage Loan), nor sell or dispose of any investments in the Collection Account or the Distribution Account for gain, nor accept any contributions to any REMIC after the Closing Date (other than a Substitute Mortgage Loan delivered in accordance with Section 2.03), unless it have received an Opinion of Counsel, addressed to the Trustee (at the expense of the party seeking to cause such sale, disposition, substitution, acquisition or contribution but in no event at the expense of the Trustee) that such sale, disposition, substitution, acquisition or contribution will not (a) affect adversely the status of any REMIC as a REMIC or (b) cause any REMIC to be subject to a tax on "prohibited transactions" or "contributions" pursuant to the REMIC Provisions.

Section 8.12 [Reserved].

Section 8.13 Compliance With National Housing Act of 1934.

In performing its duties hereunder with respect to FHA Loans, the Trustee shall comply with all requirements of the National Housing Act of 1934, as amended.

Section 8.14 Appointment of Custodian.

The Trustee may, with the consent of the Depositor and the Master Servicer, appoint one or more Custodians to hold all or a portion of the Mortgage Files as agent for the Trustee. The appointment of any Custodian may at any time be terminated and a substitute Custodian appointed therefor upon the reasonable request of the Master Servicer to the Trustee, the consent to which shall not be unreasonably withheld. Each Custodian shall be a depository institution or trust company subject to supervision by federal or state authority, shall have combined capital and surplus of at least \$10,000,000 and shall be qualified to do business in the jurisdiction in which it holds any Mortgage File. If no Custodian is appointed the Trustee shall perform the duties of the Custodian hereunder. In no event shall the appointment of any Custodian diminish the obligations of the Trustee hereunder.

The Bank of New York is hereby appointed as the Custodian and The Bank of New York hereby accepts such appointment, with respect to the Mortgage Files relating to the Mortgage Loans that constitute, or may in the future constitute, part of the Trust Fund. The

Custodian, as compensation for its services hereunder, shall be entitled to a fee paid by the Trustee in such amount as agreed upon between the Custodian and the Trustee. The Custodian shall be responsible hereunder solely for the express duties and functions specified for it herein with respect to the custody, review and confirmation, safekeeping, substitution and release of the Mortgage Files relating to the Mortgage Loans. The Custodian shall have all of the rights and benefits of and limitations on liability afforded to the Trustee under this Article VIII to the same extent as though the Custodian had been named in the various provisions of this Article VIII except with respect to the provisions of Section 8.05.

Each director, officer, employee or agent of the Custodian shall be indemnified by the Master Servicer and held harmless against any loss, liability or expense (including reasonable attorney's fees) incurred in connection with its duties acting as the Custodian hereunder with respect to (a) this Agreement, (b) the Mortgage Loans or (c) the performance of any of the Custodian's duties hereunder, other than any loss, liability or expense incurred by reason of willful misfeasance, bad faith or negligence in the performance of any of the Custodian's duties hereunder. If the Master Servicer fails to perform its obligations as set forth in this Section 8.14 with respect to the payment of any indemnification amount owed to the Custodian, the Trustee shall withdraw such amounts owed from the Distribution Account for payment to the Custodian on the last Distribution Date of each calendar year prior to distributions to Certificateholders; provided, however, that in no event shall such indemnification payment withdrawal to the Custodian exceed, in the aggregate, \$100,000 less the aggregate indemnification amounts withdrawn from the Distribution Account during such year (including on such Distribution Date) for payment to the Trustee pursuant to Section 8.05. Such indemnity shall survive the termination of this Agreement or the resignation or removal of the Custodian hereunder; provided, further, that in the event that such amount shall not be sufficient to make the indemnification payments required to the Custodian in a calendar year, such amount shall be prorated among the Custodian based on the aggregate outstanding principal balance of the Mortgage Loans of which the Custodian has custody of. Such indemnity shall survive the termination of this Agreement or the resignation or removal of the Custodian hereunder.

The Custodian shall be entitled to rely and act upon advice of counsel with respect to its performance hereunder as Custodian and shall be without liability for any action reasonably taken in good faith pursuant to such advice; provided that such action is not in violation of applicable Federal or State law. The Custodian shall have no duties or obligations other than those specifically set forth herein, and no further duties or obligations shall arise by implication or otherwise. The Custodian shall not have any responsibility or duty with respect to the Mortgage Files that it has relinquished from its possession pursuant to the terms hereof during the period of time that the Custodian is not in possession of such Mortgage Files. The Custodian agrees to use its best judgment and good faith in the performance of such obligations and duties and shall incur no liability for its acts or omissions hereunder, except as may result from its negligence or willful misconduct. No provision of this Agreement shall require the Custodian to expend or risk its own funds or otherwise incur financial liability in the performance of its duties hereunder if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity is not reasonably assured to it.

Section 8.15 Representations and Warranties of the Custodian.

The Custodian hereby represents and warrants to, and covenants that, as of the date hereof:

(a) it is a national banking association duly organized, validly existing, and in good standing under the laws of the United States of America;

(b) it has full power and authority to execute, deliver, and perform this Agreement, and has taken all necessary action to authorize the execution, delivery, and performance by it of this Agreement;

(c) the consummation of the transactions contemplated by this Agreement and the fulfillment of its terms do not conflict with, result in any breach of, or constitute (with or without notice or lapse of time) a default under, the certificate of incorporation or bylaws of the Custodian or any agreement or other instrument to which it is a party or by which it is bound;

(d) to the Custodian's best knowledge, no proceedings or investigations concerning the Custodian are pending or threatened before any court, regulatory body, administrative agency, or other governmental instrumentality having jurisdiction over it or its properties:

(i) asserting the invalidity of this Agreement,

(ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement, or

(iii) seeking any determination that might affect its performance of its obligations under this Agreement or the validity or enforceability of this Agreement.

ARTICLE IX

TERMINATION

Section 9.01 Termination upon Liquidation or Purchase of all Mortgage Loans.

Subject to Section 9.03, the obligations and responsibilities of the Depositor, the Master Servicer and the Trustee created hereby with respect to the Trust Fund shall terminate upon the earlier of (i) the purchase by the Master Servicer pursuant to the following paragraph of this Section 9.01 of all Mortgage Loans (and REO Properties) remaining in the Trust Fund and (ii) the later of (a) the maturity or other liquidation (or any Monthly Advance with respect thereto) of the last Mortgage Loan remaining in the Trust Fund and the disposition of all REO Property and (b) the distribution to Certificateholders of all amounts required to be distributed to them pursuant to this Agreement. In no event shall the trusts created hereby continue beyond the earlier of (i) the expiration of 21 years from the death of the survivor of the descendants of Joseph P. Kennedy, the late Ambassador of the United States to the Court of St. James's, living on the date hereof and (ii) the Latest Possible Maturity Date.

On any Distribution Date on which the Master Servicer determines that the customary and reasonable costs and expenses incurred in the performance of the Master Servicer of its servicing obligations hereunder exceed the benefits accruing to the Master Servicer, the Master Servicer shall have the right to purchase all Mortgage Loans and REO Properties at the price equal to the sum of (a) 100% of the Scheduled Principal Balance of each Mortgage Loan or, if REO Property, the Scheduled Principal Balance of each Mortgage Loan related to any REO Property plus (b) one month's accrued interest thereon at the applicable Net Mortgage Rate and (the "Termination Price"); provided, however, that in no event shall the Master Servicer exercise its right to purchase all Mortgage Loans and REO Properties pursuant to this paragraph before the Distribution Date on which the Pool Scheduled Principal Balance, at the time of any such repurchase, is less than or equal to one percent (1%) of the sum of the aggregate Cut-off Date Principal Balance of the Mortgage Loans.

Any such purchase shall be accomplished by deposit into the Distribution Account on the Determination Date before such Distribution Date of the Termination Price.

Section 9.02 Final Distribution on the Certificates.

If on any Determination Date, the Master Servicer determines that there are no Outstanding Mortgage Loans and no other funds or assets in the Trust Fund other than the funds in the Collection Account, the Master Servicer shall direct the Trustee promptly to send a final distribution notice to each Certificateholder. If the Master Servicer elects to terminate the Trust Fund pursuant to clause (a) of Section 9.01, at least 20 days prior to the date notice is to be mailed to the affected Certificateholders, the Master Servicer shall notify the Depositor and the Trustee of the date the Master Servicer intends to terminate the Trust Fund and of the applicable repurchase price of the Mortgage Loans and REO Properties.

Notice of any termination of the Trust Fund, specifying the Distribution Date on which Certificateholders may surrender their Certificates for payment of the final distribution and cancellation, shall be given promptly by the Trustee by letter to Certificateholders mailed not earlier than the 10th day and no later than the 15th day of the month next preceding the month of such final distribution. Any such notice shall specify (a) the Distribution Date upon which final distribution on the Certificates will be made upon presentation and surrender of Certificates at the office therein designated, (b) the amount of such final distribution, (c) the location of the office or agency at which such presentation and surrender must be made, and (d) that the Record Date otherwise applicable to such Distribution Date is not applicable, distributions being made only upon presentation and surrender of the Certificates at the office therein specified. The Master Servicer will give such notice to each Rating Agency at the time such notice is given to Certificateholders.

In the event such notice is given, the Master Servicer shall cause all funds in the Collection Account to be remitted to the Trustee for deposit in the Distribution Account on the Business Day prior to the applicable Distribution Date in an amount equal to the final distribution in respect of the Certificates. Upon such final deposit with respect to the Trust Fund and the receipt by the Trustee of a Request for Release therefor, the Trustee shall promptly release to the Master Servicer the Mortgage Files for the Mortgage Loans.

Upon presentation and surrender of the Certificates, the Trustee shall cause to be distributed to the Certificateholders of each Class, in each case on the final Distribution Date and in the order set forth in Section 4.03, in proportion to their respective Percentage Interests, with respect to Certificateholders of the same Class, an amount equal to (i) as to each Class of Regular Certificates, the Certificate Principal Balance thereof plus accrued interest thereon (or on their Notional Amount, if applicable) in the case of an interest bearing Certificate, and (ii) as to the Residual Certificates, the amount, if any, which remains on deposit in the Distribution Account (other than the amounts retained to meet claims) after application pursuant to clause (i) above.

In the event that any affected Certificateholders shall not surrender Certificates for cancellation within six months after the date specified in the above mentioned written notice, the Trustee shall give a second written notice to the remaining Certificateholders to surrender their Certificates for cancellation and receive the final distribution with respect thereto. If within six months after the second notice all the applicable Certificates shall not have been surrendered for cancellation, the Trustee may take appropriate steps, or may appoint an agent to take appropriate steps, to contact the remaining Certificateholders concerning surrender of their Certificates, and the cost thereof shall be paid out of the funds and other assets which remain a part of the Trust Fund. If within one year after the second notice all Certificates shall not have been surrendered for cancellation, the Class R Certificateholders shall be entitled to all unclaimed funds and other assets of the Trust Fund which remain subject hereto.

Section 9.03 Additional Termination Requirements.

(a) In the event the Master Servicer exercises its purchase option as provided in Section 9.01, the Trust Fund shall be terminated in accordance with the following additional requirements, unless the Trustee have been supplied with an Opinion of Counsel, at the expense of the Master Servicer, to the effect that the failure to comply with the requirements of this

Section 9.03 will not (i) result in the imposition of taxes on “prohibited transactions” on any REMIC as defined in section 860F of the Code, or (ii) cause any REMIC to fail to qualify as a REMIC at any time that any Certificates are outstanding:

(1) Within 90 days prior to the final Distribution Date set forth in the notice given by the Master Servicer under Section 9.02, the Master Servicer shall prepare and the Trustee, at the expense of the Tax Matters Person, shall adopt a plan of complete liquidation within the meaning of section 860F(a)(4) of the Code which, as evidenced by an Opinion of Counsel (which opinion shall not be an expense of the Trustee or the Tax Matters Person), meets the requirements of a qualified liquidation; and

(2) Within 90 days after the time of adoption of such a plan of complete liquidation, the Trustee shall sell all of the assets of the Trust Fund to the Master Servicer for cash in accordance with Section 9.01.

(b) The Trustee as agent for any REMIC hereby agrees to adopt and sign such a plan of complete liquidation upon the written request of the Master Servicer, and the receipt of the Opinion of Counsel referred to in Section 9.03(a)(1) and to take such other action in connection therewith as may be reasonably requested by the Master Servicer.

(c) By their acceptance of the Certificates, the Holders thereof hereby authorize the Master Servicer to prepare and the Trustee to adopt and sign a plan of complete liquidation.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.01 Amendment.

This Agreement may be amended from time to time by the Depositor, the Master Servicer and the Trustee without the consent of any of the Certificateholders (i) to cure any ambiguity or mistake, (ii) to correct any defective provision herein or to supplement any provision herein which may be inconsistent with any other provision herein, (iii) to add to the duties of the Depositor, the Seller or the Master Servicer, (iv) to add any other provisions with respect to matters or questions arising hereunder or (v) to modify, alter, amend, add to or rescind any of the terms or provisions contained in this Agreement; provided that any action pursuant to clauses (iv) or (v) above shall not, as evidenced by an Opinion of Counsel (which Opinion of Counsel shall not be an expense of the Trustee or the Trust Fund), adversely affect in any material respect the interests of any Certificateholder; provided, however, that the amendment shall not be deemed to adversely affect in any material respect the interests of the Certificateholders if the Person requesting the amendment obtains a letter from each Rating Agency stating that the amendment would not result in the downgrading or withdrawal of the respective ratings then assigned to the Certificates. Notwithstanding the foregoing, no amendment that significantly changes the permitted activities of the trust created by this Agreement may be made without the consent of a Majority in Interest of each Class of Certificates affected by such amendment. The Trustee, the Depositor and the Master Servicer also may at any time and from time to time amend this Agreement without the consent of the Certificateholders to modify, eliminate or add to any of its provisions to such extent as shall be necessary or helpful to (i) maintain the qualification of any REMIC as a REMIC under the Code, (ii) avoid or minimize the risk of the imposition of any tax on any REMIC pursuant to the Code that would be a claim at any time prior to the final redemption of the Certificates or (iii) comply with any other requirements of the Code; provided that the Trustee has been provided an Opinion of Counsel, which opinion shall be an expense of the party requesting such opinion but in any case shall not be an expense of the Trustee or the Trust Fund, to the effect that such action is necessary or helpful to, as applicable, (i) maintain such qualification, (ii) avoid or minimize the risk of the imposition of such a tax or (iii) comply with any such requirements of the Code.

This Agreement may also be amended from time to time by the Depositor, the Master Servicer and the Trustee with the consent of the Holders of a Majority in Interest of each Class of Certificates affected thereby for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement or of modifying in any manner the rights of the Holders of Certificates; provided, however, that no such amendment shall (i) reduce in any manner the amount of, or delay the timing of, payments required to be distributed on any Certificate without the consent of the Holder of such Certificate, (ii) adversely affect in any material respect the interests of the Holders of any Class of Certificates in a manner other than as described in (i), without the consent of the Holders of Certificates of such Class evidencing, as to such Class, Percentage Interests aggregating 66%, or (iii) reduce the aforesaid percentages of Certificates the Holders of which are required to consent to any such amendment, without the consent of the Holders of all such Certificates then outstanding.

Notwithstanding any contrary provision of this Agreement, the Trustee shall not consent to any amendment to this Agreement unless it shall have first received an Opinion of Counsel satisfactory to it, which opinion shall not be an expense of the Trustee or the Trust Fund, to the effect that such amendment will not cause the imposition of any tax on any REMIC or the Certificateholders or cause any REMIC to fail to qualify as a REMIC at any time that any Certificates are outstanding.

Promptly after the execution of any amendment to this Agreement requiring the consent of Certificateholders, the Trustee shall furnish written notification of the substance or a copy of such amendment to each Certificateholder and each Rating Agency.

It shall not be necessary for the consent of Certificateholders under this Section to approve the particular form of any proposed amendment, but it shall be sufficient if such consent shall approve the substance thereof. The manner of obtaining such consents and of evidencing the authorization of the execution thereof by Certificateholders shall be subject to such reasonable regulations as the Trustee may prescribe.

Nothing in this Agreement shall require the Trustee to enter into an amendment without receiving an Opinion of Counsel (which Opinion shall (1) not be an expense of the Trustee or the Trust Fund, and (2) be satisfactory to the Trustee that (i) such amendment is permitted and is not prohibited by this Agreement and that all requirements for amending this Agreement have been complied with.

Section 10.02 Recordation of Agreement; Counterparts.

This Agreement is subject to recordation in all appropriate public offices for real property records in all the counties or other comparable jurisdictions in which any or all of the properties subject to the Mortgages are situated, and in any other appropriate public recording office or elsewhere, such recordation to be effected by the Master Servicer at its expense, but only upon direction by the Trustee accompanied by an Opinion of Counsel to the effect that such recordation materially and beneficially affects the interests of the Certificateholders.

For the purpose of facilitating the recordation of this Agreement as herein provided and for other purposes, this Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and such counterparts shall constitute but one and the same instrument.

Section 10.03 Governing Law.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HERETO AND THE CERTIFICATEHOLDERS SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

Section 10.04 Intention of Parties.

It is the express intent of the parties hereto that the conveyance of the (i) of the Mortgage Loans by the Seller to the Depositor and (ii) Trust Fund by the Depositor to the Trustee each be, and be construed as, an absolute sale thereof to the Trustee. It is, further, not the intention of the parties that such conveyances be deemed a pledge thereof. However, in the event that, notwithstanding the intent of the parties, such assets are held to be the property of the Seller or Depositor, as the case may be, or if for any other reason this Agreement is held or deemed to create a security interest in either such assets, then (i) this Agreement shall be deemed to be a security agreement (within the meaning of the Uniform Commercial Code of the State of New York) with respect to all such assets and security interests and (ii) the conveyances provided for in this Agreement shall be deemed to be an assignment and a grant pursuant to the terms of this Agreement (i) by the Seller to the Depositor or (ii) by the Depositor to the Trustee, for the benefit of the Certificateholders, of a security interest in all of the assets that constitute the Trust Fund, whether now owned or hereafter acquired.

The Seller and the Depositor for the benefit of the Certificateholders shall, to the extent consistent with this Agreement, take such actions as may be necessary to ensure that, if this Agreement were deemed to create a security interest in the Trust Fund, such security interest would be deemed to be a perfected security interest of first priority under applicable law and will be maintained as such throughout the term of the Agreement. The Depositor shall arrange for filing any Uniform Commercial Code continuation statements in connection with any security interest granted or assigned to the Trustee for the benefit of the Certificateholders.

Section 10.05 Notices.

(a) The Trustee shall use its best efforts to promptly provide notice to each Rating Agency with respect to each of the following of which it has actual knowledge:

- (1) Any material change or amendment to this Agreement;
- (2) The occurrence of any Event of Default that has not been cured;
- (3) The resignation or termination of the Master Servicer or the Trustee and the appointment of any successor;
- (4) The repurchase or substitution of Mortgage Loans pursuant to Section 2.03;
- (5) The final payment to Certificateholders; and
- (6) Any rating action involving the long-term credit rating of the Master Servicer, which notice shall be made by first-class mail within two Business Days after the Trustee gains actual knowledge thereof.

In addition, the Trustee shall promptly furnish to each Rating Agency copies of the following:

- (1) Each report to Certificateholders described in Section 4.06;

- (2) Each annual statement as to compliance described in Section 3.16;
- (3) Each annual independent public accountants' servicing report described in Section 3.17; and
- (4) Any notice of a purchase of a Mortgage Loan pursuant to Section 2.02, 2.03 or 3.11.

All directions, demands and notices hereunder shall be in writing and shall be deemed to have been duly given when delivered by first class mail, by courier or by facsimile transmission to (a) in the case of the Depositor, CWMBBS, Inc., 4500 Park Granada, MS CH-143 Calabasas, California 91302, facsimile number: (818) 225-4032, Attention: Michael Schloessmann, (CWMBBS 2005-R1), (b) in the case of the Seller, Countrywide Home Loans, Inc., 4500 Park Granada, MS CH-143 Calabasas, California 91302, facsimile number: (818) 225-4032, Attention: Michael Schloessmann, (CWMBBS 2005-R1), with a copy to Countrywide Home Loans, Inc., 4500 Park Granada, MS CH-11 Calabasas, California 91302, facsimile number (818) 225-4028, Attention: Office of General Counsel (CWMBBS 2005-R1), (c) in the case of the Master Servicer, Countrywide Home Loans Servicing LP, 400 Countrywide Way, MS SV-44m, Simi Valley, California 93065, Attention: CWMBBS 2005-R1, facsimile number (805) 520-5623, or such other address as may be hereafter furnished to the Depositor and the Trustee by the Master Servicer in writing, (d) in the case of the Trustee, 101 Barclay Street, New York, New York 10286, Attention: Corporate Trust, MBS Administration-CWMBBS Reperforming Loan REMIC Trust 2005-R1, or such other address as the Trustee may hereafter furnish to the Depositor or Master Servicer, (e) in the case of the Custodian: The Bank of New York, 101 Barclay Street, New York, New York 10286, with a copy to BNY Western Trust Company, 700 South Flower Street, Los Angeles, California 90017 and (f) in the case of the Rating Agencies, the address specified therefor in the definition corresponding to the name of such Rating Agency. Notices to Certificateholders shall be deemed given when mailed, first class postage prepaid, to their respective addresses appearing in the Certificate Register.

Section 10.06 Severability of Provisions.

If any one or more of the covenants, agreements, provisions or terms of this Agreement shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement or of the Certificates or the rights of the Holders thereof.

Section 10.07 Assignment.

Notwithstanding anything to the contrary contained herein, except as provided in Section 6.02, this Agreement may not be assigned by the Master Servicer without the prior written consent of the Trustee and the Depositor.

Section 10.08 Limitation on Rights of Certificateholders.

The death or incapacity of any Certificateholder shall not operate to terminate this Agreement or the trust created hereby, nor entitle such Certificateholder's legal representative or heirs to claim an accounting or to take any action or commence any proceeding in any court for a petition or winding up of the trust created hereby, or otherwise affect the rights, obligations and liabilities of the parties hereto or any of them.

No Certificateholder shall have any right to vote (except as provided herein) or in any manner otherwise control the operation and management of the Trust Fund, or the obligations of the parties hereto, nor shall anything herein set forth or contained in the terms of the Certificates be construed so as to constitute the Certificateholders from time to time as partners or members of an association; nor shall any Certificateholder be under any liability to any third party by reason of any action taken by the parties to this Agreement pursuant to any provision hereof.

No Certificateholder shall have any right by virtue or by availing itself of any provisions of this Agreement to institute any suit, action or proceeding in equity or at law upon or under or with respect to this Agreement, unless such Holder previously shall have given to the Trustee a written notice of an Event of Default and of the continuance thereof, as herein provided, and unless the Holders of Certificates evidencing not less than 25% of the Voting Rights evidenced by the Certificates shall also have made written request to the Trustee to institute such action, suit or proceeding in its own name as Trustee hereunder and shall have offered to the Trustee such reasonable indemnity as it may require against the costs, expenses, and liabilities to be incurred therein or thereby, and the Trustee, for 60 days after its receipt of such notice, request and offer of indemnity shall have neglected or refused to institute any such action, suit or proceeding; it being understood and intended, and being expressly covenanted by each Certificateholder with every other Certificateholder and the Trustee, that no one or more Holders of Certificates shall have any right in any manner whatever by virtue or by availing itself or themselves of any provisions of this Agreement to affect, disturb or prejudice the rights of the Holders of any other of the Certificates, or to obtain or seek to obtain priority over or preference to any other such Holder or to enforce any right under this Agreement, except in the manner herein provided and for the common benefit of all Certificateholders. For the protection and enforcement of the provisions of this Section 10.08, each and every Certificateholder and the Trustee shall be entitled to such relief as can be given either at law or in equity.

Section 10.09 Inspection and Audit Rights.

The Master Servicer agrees that, on reasonable prior notice, it will permit and will cause each Subservicer to permit any representative of the Depositor or the Trustee during the Master Servicer's or subservicer's normal business hours, to examine all the books of account, records, reports and other papers of the Master Servicer pertaining to the Master Servicer's mortgage servicing operations or relating to the Mortgage Loans, to make copies and extracts therefrom, to cause such books to be audited by independent certified public accountants selected by the Depositor or the Trustee and to discuss its affairs, finances and accounts pertaining to the Master Servicer's mortgage servicing operations or relating to the Mortgage Loans with its officers, employees and independent public accountants (and by this provision the Master Servicer hereby authorizes said accountants to discuss with such representative such affairs, finances and

accounts), all at such reasonable times and as often as may be reasonably requested. Any out-of-pocket expense incident to the exercise by the Depositor or the Trustee of any right under this Section 10.09 shall be borne by the party requesting such inspection; all other such expenses shall be borne by the Master Servicer or the related Subservicer.

Section 10.10 Certificates Nonassessable and Fully Paid.

It is the intention of the Depositor that Certificateholders shall not be personally liable for obligations of the Trust Fund, that the interests in the Trust Fund represented by the Certificates shall be nonassessable for any reason whatsoever, and that the Certificates, upon due authentication thereof by the Trustee pursuant to this Agreement, are and shall be deemed fully paid.

Section 10.11 [Reserved].

Section 10.12 Protection of Assets.

(a) Except for transactions and activities entered into in connection with the securitization that is the subject of this Agreement, the Trust Fund created by this Agreement is not authorized and has no power to:

- (i) borrow money or issue debt;
- (ii) merge with another entity, reorganize, liquidate or sell assets; or
- (iii) engage in any business or activities.

(b) Each party to this Agreement agrees that it will not file an involuntary bankruptcy petition against the Trustee or the Trust Fund or initiate any other form of insolvency proceeding until after the Certificates have been paid in full.

* * * * *

IN WITNESS WHEREOF, the Depositor, the Trustee, the Seller, the Custodian, and the Master Servicer have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

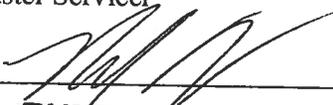
CWMBS, INC.,
as Depositor

By: 
Name: **RUBEN AVILEZ**
Title: **VICE PRESIDENT**

COUNTRYWIDE HOME LOANS, INC.,
as Seller

By: 
Name: **RUBEN AVILEZ**
Title: **VICE PRESIDENT**

COUNTRYWIDE HOME LOANS
SERVICING LP,
as Master Servicer

By: 
Name: **RUBEN AVILEZ**
Title: **VICE PRESIDENT**

THE BANK OF NEW YORK
as Trustee and Custodian

By: Maria Tokarz

Name:

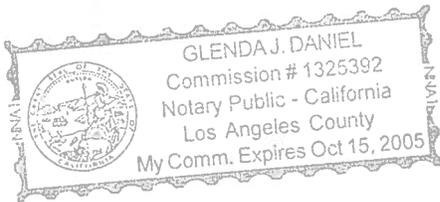
Title:

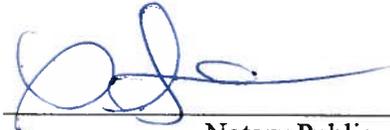
MARIA TOKARZ
ASSISTANT TREASURER

STATE OF California)
COUNTY OF Los Angeles) ss.:

On the 30th day of March, 2005 before me, a notary public in and for said State, personally appeared Ruben Aviles known to me to be a Vice President of CWMBBS, Inc., a Delaware corporation that executed the within instrument, and also known to me to be the person who executed it on behalf of said corporation, and acknowledged to me that such corporation executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



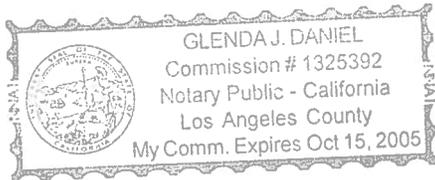


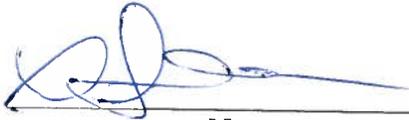
Notary Public

STATE OF California)
COUNTY OF Los Angeles) ss.:

On the 31st day of March, 2005 before me, a notary public in and for said State, personally appeared Ruben Avilez known to me to be a Vice President of Countrywide Home Loans, Inc., a New York corporation that executed the within instrument, and also known to me to be the person who executed it on behalf of said corporation, and acknowledged to me that such corporation executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



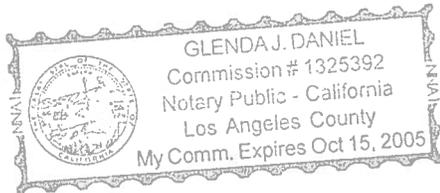


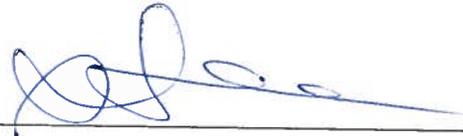
Notary Public

STATE OF California)
COUNTY OF Los Angeles) ss.:

On the 31st day of March, 2005 before me, a notary public, in and for said State, personally appeared Ruben Avila known to me to be a Vice President of Countrywide Home Loans Servicing LP, a Texas corporation that executed the within instrument, and also known to me to be the person who executed it on behalf of said corporation, and acknowledged to me that such corporation executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.





Notary Public

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On the 31 day of March, 2005 before me, a notary public in and for said State, personally appeared Macia Tokarz known to me to be a Assistant Treasurer of The Bank of New York, a New York banking corporation that executed the within instrument, and also known to me to be the person who executed it on behalf of said corporation, and acknowledged to me that such corporation executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public

MIRNA CARDONA
NOTARY PUBLIC, State of New York
No. 01CA6115638
Qualified in Kings County
Commission Expires September 13, 2008



SCHEDULE I
Mortgage Loan Schedule

[Delivered at Closing to Trustee]

SCHEDULE II
CWMBBS, Inc.
CWMBBS Reperforming REMIC Trust Certificates
Series 2005-R1
Representations and Warranties of the Seller

Countrywide Home Loans, Inc. (“Countrywide”) hereby makes the representations and warranties set forth in this Schedule II to the Depositor, the Master Servicer and the Trustee, as of the Closing Date, or if so specified herein, as of the Cut-off Date. Capitalized terms used but not otherwise defined in this Schedule II shall have the meanings ascribed thereto in the Pooling and Servicing Agreement (the “Pooling and Servicing Agreement”) relating to the above-referenced Series, among Countrywide, as seller, Countrywide Home Loans Servicing LP, as master servicer, CWMBBS, Inc., as depositor, and The Bank of New York, as trustee and custodian.

(1) Countrywide is duly organized as a New York corporation and is validly existing and in good standing under the laws of the State of New York and is duly authorized and qualified to transact any and all business contemplated by the Pooling and Servicing Agreement to be conducted by Countrywide in any state in which a Mortgaged Property is located or is otherwise not required under applicable law to effect such qualification and, in any event, is in compliance with the doing business laws of any such state, to the extent necessary to perform any of its obligations under the Pooling and Servicing Agreement in accordance with the terms thereof.

(2) Countrywide has the full corporate power and authority to sell and service each Mortgage Loan, and to execute, deliver and perform, and to enter into and consummate the transactions contemplated by the Pooling and Servicing Agreement and has duly authorized by all necessary corporate action on the part of Countrywide the execution, delivery and performance of the Pooling and Servicing Agreement; and the Pooling and Servicing Agreement, assuming the due authorization, execution and delivery thereof by the other parties thereto, constitutes a legal, valid and binding obligation of Countrywide, enforceable against Countrywide in accordance with its terms, except that (a) the enforceability thereof may be limited by bankruptcy, insolvency, moratorium, receivership and other similar laws relating to creditors’ rights generally and (b) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(3) The execution and delivery of the Pooling and Servicing Agreement by Countrywide, the sale of the Mortgage Loans by Countrywide under the Pooling and Servicing Agreement, the consummation of any other of the transactions contemplated by the Pooling and Servicing Agreement, and the fulfillment of or compliance with the terms thereof are in the ordinary course of business of Countrywide and will not (A) result in a material breach of any term or provision of the charter or by-laws of Countrywide or (B) materially conflict with, result in a material breach, violation or acceleration of, or result in a material default under, the terms of any other material agreement or instrument to which Countrywide is a party or by which it may be bound, or (C) constitute a material

violation of any statute, order or regulation applicable to Countrywide of any court, regulatory body, administrative agency or governmental body having jurisdiction over Countrywide; and Countrywide is not in breach or violation of any material indenture or other material agreement or instrument, or in violation of any statute, order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over it which breach or violation may materially impair Countrywide's ability to perform or meet any of its obligations under the Pooling and Servicing Agreement.

(4) Countrywide is an approved servicer of conventional mortgage loans for FHLMC and is a mortgagee approved by the Secretary of Housing and Urban Development pursuant to sections 203 and 211 of the National Housing Act.

(5) No litigation is pending or, to the best of Countrywide's knowledge, threatened, against Countrywide that would materially and adversely affect the execution, delivery or enforceability of the Pooling and Servicing Agreement or the ability of Countrywide to sell the Mortgage Loans or to perform any of its other obligations under the Pooling and Servicing Agreement in accordance with the terms thereof.

(6) No consent, approval, authorization or order of any court or governmental agency or body is required for the execution, delivery and performance by Countrywide of, or compliance by Countrywide with, the Pooling and Servicing Agreement or the consummation of the transactions contemplated thereby, or if any such consent, approval, authorization or order is required, Countrywide has obtained the same.

(7) Countrywide intends to treat the transfer of the Mortgage Loans to the Depositor as a sale of the Mortgage Loans for all tax, accounting and regulatory purposes.

(8) Countrywide is a member of MERS in good standing, and will comply in all material respects with the rules and procedures of MERS in connection with the servicing of the MERS Mortgage Loans for as long as such Mortgage Loans are registered with MERS.

SCHEDULE III

CWMBS, Inc.
CWMBS Reperforming REMIC Trust Certificates
Series 2005-R1
Representations and Warranties as to the Mortgage Loans

Countrywide Home Loans, Inc. (“Countrywide”) hereby makes the representations and warranties set forth in this Schedule III to the Depositor, the Master Servicer and the Trustee, as of the Closing Date, or if so specified herein, with respect to the Cut-off Date. Capitalized terms used but not otherwise defined in this Schedule III shall have the meanings ascribed thereto in the Pooling and Servicing Agreement (the “Pooling and Servicing Agreement”) relating to the above-referenced Series, among Countrywide, as seller, Countrywide Home Loans Servicing LP, as master servicer, CWMBS, Inc., as depositor, and The Bank of New York, as trustee and custodian. With respect to each Mortgage Loan:

(1) The information set forth in the Mortgage Loan Schedule attached hereto as Schedule I is materially true and correct;

(2) All taxes, governmental assessments, insurance premiums, water, sewer and municipal charges, which previously became due and owing have been paid, or an escrow of funds has been established for every such item which remains unpaid and which has been assessed but is not yet due and payable;

(3) The terms of the Mortgage Note and Mortgage have not been impaired, waived, altered or modified in any respect, except by a written instrument which has been recorded, if necessary to protect the interests of the Trustee, for the benefit of the Certificateholders, and which has been delivered to the Trustee. The substance of any such waiver, alteration or modification has been approved by the issuer of any related Insurance Policy and the title insurer, to the extent required by the policy, and its terms are reflected on the Mortgage Loan Schedule. No Mortgagor has been released, in whole or in part, except in connection with an assumption agreement approved by the issuer of any related guaranty certificate and the title insurer, to the extent required by the policy, and which assumption agreement is part of the Mortgage Loan File delivered to the Trustee and the terms of which are reflected in the Mortgage Loan Schedule;

(4) The Mortgage Loan is not subject to any right of rescission, set-off, counterclaim or defense, including without limitation the defense of usury, nor will the operation of any of the terms of the Mortgage Note or the Mortgage, or the exercise of any right thereunder, render either the Mortgage Note or the Mortgage unenforceable, in whole or in part, or subject to any right of rescission, set-off, counterclaim or defense, including without limitation the defense of usury, and no such right of rescission, set-off, counterclaim or defense has been asserted with respect thereto;

(5) The Mortgage has not been satisfied, canceled, subordinated or rescinded, in whole or in part, and the Mortgaged Property has not been released from the

lien of the Mortgage, in whole or in part, nor has any instrument been executed that would effect any such release, cancellation, subordination or rescission;

(6) The Mortgage Note and Mortgage are either on FHA, VA or RHS instruments or on forms otherwise acceptable to the FHA, VA, RHS or GNMA, as the case may be. The Mortgage Note and the Mortgage and related documents are genuine, and each is the legal, valid and binding obligation of the maker thereof enforceable in accordance with its terms. All parties to the Mortgage Note and the Mortgage had legal capacity to enter into the Mortgage Loan and to execute and deliver the Mortgage Note and the Mortgage, and the Mortgage Note and the Mortgage have been duly and properly executed by such parties;

(7) All the documents executed in connection with the Mortgage Loan including, but not limited to, the Mortgage Note and the Mortgage are free of fraud and any misrepresentation, are signed by the persons they purport to be signed by, and witnessed or, as appropriate, notarized by the persons whose signatures appear as witnesses or notaries, and each such document constitutes the valid and binding legal obligation of the signatories and is enforceable in accordance with its terms;

(8) Any and all requirements of any federal, state or local law including, without limitation, usury, truth-in-lending, real estate settlement procedures, consumer credit protection, equal credit opportunity or disclosure laws applicable to the Mortgage Loan have been complied with, and the Seller shall maintain in its possession, available for the Trustee's inspection, and shall deliver to the Trustee upon demand, evidence of compliance with all such requirements. All inspections, licenses and certificates required to be made or issued with respect to all occupied portions of the Mortgaged Property and, with respect to the use and occupancy of the same, including but not limited to certificates of occupancy and fire underwriting certificates, have been made or obtained from the appropriate authorities;

(9) The Mortgaged Property is located in the state identified in the Mortgage Loan Schedule and consists of a contiguous parcel of real property with a detached single family residence erected thereon, or a two- to four-family dwelling, or an individual condominium unit in a condominium project, or an individual unit in a planned unit development or a townhouse; provided, however, that any condominium project or planned unit development shall conform with the applicable FHLMC, HUD or VA requirements regarding such dwellings, and each residence or dwelling that is a mobile home or a manufactured dwelling complies with FHA or VA guidelines, as applicable. As of the respective appraisal date for each Mortgaged Property, no portion of the Mortgaged Property was being used for commercial purposes. If the Mortgaged Property is a condominium unit or a planned unit development (other than a de minimus planned unit development) such condominium or planned unit development project meets FHLMC, HUD or VA eligibility requirements or is located in a condominium or planned unit development project which has received FHLMC, HUD or VA project approval and the representations and warranties required by FHLMC, HUD or VA with respect to such condominium or planned unit development have been made and remain true and correct in all respects;

(10) The Mortgage is a valid, subsisting and enforceable first lien on the Mortgaged Property, including all buildings on the Mortgaged Property and all installations and mechanical, electrical, plumbing, heating and air conditioning systems located in or annexed to such buildings, and all additions, alterations and replacements made at any time with respect to the foregoing. The lien of the Mortgage is subject only to:

(a) the lien of current real property taxes and assessments not yet due and payable;

(b) covenants, conditions and restrictions, rights of way, easements and other matters of the public record as of the date of recording acceptable to mortgage lending institutions generally and specifically referred to in the lender's title insurance policy delivered to the originator of the Mortgage Loan and (i) referred to or otherwise considered in the appraisal made for the originator of the Mortgage Loan and (ii) which do not adversely affect the Appraised Value of the Mortgaged Property set forth in such appraisal; and

(c) other matters to which like properties are commonly subject which do not materially interfere with the benefits of the security intended to be provided by the mortgage or the use, enjoyment, value or marketability of the related Mortgaged Property;

(11) Any security agreement, chattel mortgage or equivalent document related to and delivered in connection with the Mortgage Loan establishes and creates a valid, subsisting and enforceable first lien and first priority security interest on the property described therein and the Seller has full right to sell and assign the same to the Depositor.

(12) The proceeds of the Mortgage Loan have been fully disbursed, except for escrows established or created due to seasonal weather conditions, and there is no requirement for future advances thereunder. Except for escrow payments, including without limitation, taxes and insurance payments, the Seller has not advanced funds, or induced, solicited or knowingly received any advance of funds by a party other than the Mortgagor, directly or indirectly, for the payment of any amount required by the related Mortgage Note, except for interest accruing from the date of the Mortgage Note or date of disbursement of the Mortgage proceeds, whichever is greater, to the day which precedes by one month the Due Date of the first installment of principal and interest. All costs, fees and expenses incurred in making or closing the Mortgage Loan and the recording of the Mortgage were paid, and the Mortgagor is not entitled to any refund of any amounts paid or due under the Mortgage Note or Mortgage;

(13) The Seller is the sole owner of record and holder of the Mortgage Loan and the related Mortgage Note and the Mortgage are not assigned or pledged, and the Seller has good and marketable title thereto and has full right and authority to transfer and sell the Mortgage Loan to the Depositor. The Seller is transferring the Mortgage

Loan free and clear of any and all encumbrances, liens, pledges, equities, participation interests, claims, charges or security interests of any nature encumbering such Mortgage Loan;

(14) Each Mortgage Loan was originated in accordance with the guidelines of FHA, VA, RHS or GNMA in effect at the time that such Mortgage Loan was originated. The Mortgage Loan was originated by a savings and loan association, a savings bank, a commercial bank, a credit union, an insurance company, or similar institution which is supervised and examined by a federal or state authority or by a mortgagee approved by the Secretary of Housing and Urban Development pursuant to Sections 203 and 211 of the National Housing Act. All parties which have had any interest in the Mortgage Loan, whether as mortgagee, assignee, pledgee or otherwise, are (or, during the period in which they held and disposed of such interest, were) (1) in compliance with any and all applicable licensing requirements of the laws of the state wherein the Mortgaged Property is located, and (2) organized under the laws of such state, or (3) qualified to do business in such state, or (4) federal savings and loan associations or national banks having principal offices in such state, or (5) not doing business in such state;

(15) As of the Cut-off Date, approximately 28.23%, 16.04%, 13.73% and 10.72% of the Mortgage Loans are 30 or more days contractually delinquent, 60 or more days contractually delinquent, 90 or more days contractually delinquent, and 120 or more days contractually delinquent, respectively. As of the Closing Date, with respect to each of the Mortgage Loans, (i) such Mortgage loan is not more than 30 days delinquent as of the Cut-off Date, or (ii) the related mortgagor will have made (1) at least one monthly payment (A) in the three calendar months immediately preceding the Cut-off Date or (B) in the two calendar months immediately preceding the Cut-off Date and the calendar month including the Closing Date, and (2) payments that equal, in the aggregate, at least three monthly payments (A) in the six calendar months immediately preceding the Cut-off Date or (B) in the five calendar months immediately preceding the Cut-off Date and the month including the Closing Date or (iii) if subject to a confirmed bankruptcy or loss mitigation plan, at least two distinct payments under such plan within four months of the Closing Date (except to the extent such payments have not come due since the commencement of such confirmed plan). As of the Cut-off Date, no mortgagor under any Mortgage Loan was the subject of a case under Chapter 7 of the Bankruptcy Code.

(16) Each FHA Mortgage Loan, is fully-insured by the FHA, which insurance is in full force and effect, and the Mortgage Loan is not subject to any defect which would diminish or impair the FHA insurance, and all prior transfers, if any, of the Mortgage Loan have been, and the transactions herein contemplated are, in compliance with the FHA regulations, and no circumstances exist with respect to the FHA Mortgage Loans which would permit the FHA to deny coverage under the FHA insurance;

(17) Each VA Mortgage Loan is guaranteed by the VA, which guaranty is in full force and effect, and the Mortgage Loan is not subject to any defect which would diminish or impair the VA guaranty (other than a potential valuation of the mortgaged property), and all prior transfers, if any, of the Mortgage Loan have been, and the

transactions herein contemplated are, in compliance with the VA regulations, and no circumstances exist with respect to the VA Mortgage Loan which would permit the VA to deny coverage under the VA guaranty;

(18) Each RHS Mortgage Loan is guaranteed by the RHS, which guaranty is in full force and effect, and the Mortgage Loan is not subject to any defect which would diminish or impair the RHS guaranty (other than a potential valuation of the mortgaged property), and all prior transfers, if any, of the Mortgage Loan have been, and the transactions herein contemplated are, in compliance with the RHS regulations, and no circumstances exist with respect to the RHS Mortgage Loan which would permit the RHS to deny coverage under the RHS guaranty

(19) The Mortgage Loan is covered by an ALTA lender's title insurance policy or other generally acceptable form of policy of insurance acceptable to FHLMC or GNMA, as applicable, issued by a title insurer acceptable to FHLMC or GNMA, as applicable, and qualified to do business in the jurisdiction where the Mortgaged Property is located, insuring the Seller, its successors and assigns, as to the first priority lien of the Mortgage in the original principal amount of the Mortgage Loan, subject only to the exceptions contained in clauses (a), (b) and (c) of paragraph (10) of this Schedule III. The Seller is the sole insured of such lender's title insurance policy, and such lender's title insurance policy is in full force and effect and will be in force and effect upon the consummation of the transactions contemplated by the Pooling and Servicing Agreement. No claims have been made under such lender's title insurance policy, and no prior holder of the Mortgage, including the Seller, has done, by act or omission, anything which would impair the coverage of such lender's title insurance policy;

(20) There are no mechanics' or similar liens or claims which have been filed for work, labor or material (and no rights are outstanding that under the law could give rise to such liens) affecting the related Mortgaged Property which are or may be liens prior to, or equal or coordinate with, the lien of the related Mortgage which are not insured against by the title insurance policy referenced in paragraph (19) above;

(21) Except as insured against by the title insurance policy referenced in paragraph (19) above, all improvements which were considered in determining the Appraised Value of the Mortgaged Property lay wholly within the boundaries and building restriction lines of the Mortgaged Property and no improvements on adjoining properties encroach upon the Mortgaged Property. No improvement located on or being part of the Mortgaged Property is in violation of any applicable zoning law or regulation;

(22) The Mortgage contains customary and enforceable provisions such as to render the rights and remedies of the holder thereof adequate for the realization against the Mortgaged Property of the benefits of the security provided thereby, including, (i) in the case of a Mortgage designated as a deed of trust, by trustee's sale, and (ii) otherwise by judicial foreclosure. There is no homestead or other exemption available to a Mortgagor which would interfere with the right to sell the Mortgaged Property at a trustee's sale or the right to foreclose the Mortgage;

(23) As of the date of origination, the Mortgaged Property was lawfully occupied under applicable law;

(24) The Mortgage Note is not and has not been secured by any collateral, pledged account or other security except the lien of the corresponding Mortgage and the security interest of any applicable security agreement or chattel mortgage referred to in paragraph (11) above;

(25) In the event the Mortgage constitutes a deed of trust, a trustee, duly qualified under applicable law to serve as such, has been properly designated and currently so serves and is named in the Mortgage, and no fees or expenses are or will become payable by the Mortgagee to the trustee under the deed of trust, except in connection with a trustee's sale after default by the Mortgagor;

(26) The Assignment is in recordable form and is acceptable for recording under the laws of the jurisdiction in which the Mortgaged Property is located;

(27) As of the Closing Date, the Mortgaged Property is undamaged by water, fire, earthquake or earth movement, windstorm, flood, tornado or other casualty so as to affect adversely the value of the Mortgaged Property as security for the Mortgage Loan or the use for which the premises were intended;

(28) Approximately 14.26% of the Mortgage Loans, based on the aggregate Cut-off Date principal balance of the Mortgage Loans, had Loan-to-Value Ratios at origination exceeding 100% and none of the Mortgage Loans had Loan-to-Value Ratios at origination exceeding 125%;

(29) To the best of Seller's knowledge, there is no proceeding pending or threatened for the total or partial condemnation of the related Mortgaged Property;

(30) With respect to each Mortgage Loan and the appraisal thereof at the time of origination, secured by a purchase money Mortgage (or a refinance Mortgage, if a new appraisal is required), such appraisal and the appraiser satisfied the requirements of FHA, VA or RHS guidelines, as applicable;

(31) The Mortgaged Property securing each Mortgage Loan is insured by an insurer acceptable to FHLMC or GNMA, as applicable, against loss by fire and such hazards as are covered under a standard extended coverage endorsement, in an amount which is not less than the lesser of 100% of the insurable value of the Mortgaged Property and the outstanding principal balance of the Mortgage Loan, but in no event less than the minimum amount necessary to fully compensate for any damage or loss on a replacement cost basis; if the Mortgaged Property is a condominium unit, it is included under the coverage afforded by a blanket policy for the project; the insurance policy contains a standard clause naming the originator of such mortgage loan, its successor and assigns, as insured mortgagee; if upon origination of the Mortgage Loan, the improvements on the Mortgaged Property were in an area identified in the Federal Register by the Federal Emergency Management Agency as having special flood hazards,

a flood insurance policy meeting the requirements of the current guidelines of the Federal Insurance Administration is in effect with a generally acceptable insurance carrier, in an amount representing coverage not less than the least of (A) the outstanding principal balance of the Mortgage Loan, (B) the full insurable value and (C) the maximum amount of insurance which was available under the Flood Disaster Protection Act, as amended; and the Mortgage obligates the mortgagor thereunder to maintain all such insurance at the mortgagor's cost and expense and the Seller has not acted or failed to act so as to impair the coverage of any such insurance policy or the validity, binding effect and enforceability thereof;

(32) As of the Closing Date, the Seller does not intend to institute foreclosure proceedings with respect to any Mortgage Loan that is contractually delinquent based solely on such Mortgage Loan's delinquent status as of the Cut-off Date, no Mortgage Loan is currently in foreclosure and no foreclosure proceedings have been instituted;

(33) Each Mortgage Loan constitutes a qualified mortgage under Section 860G(a)(3)(A) of the Code and Treasury Regulations Section 1.860G-2(a)(1) and (3);

(34) No action, inaction, or event has occurred and no state of fact exists or has existed that resulted or will result in the exclusion from, denial of, or defense to coverage under any applicable insurance policy or FHA insurance, VA guaranty or RHS guaranty, irrespective of the cause of such failure of coverage;

(35) No Mortgage Loan is subject to the requirements of the Home Ownership and Equity Protection Act of 1994;

(36) No proceeds from any Mortgage Loan were used to purchase single-premium credit insurance policies;

(37) No Mortgage Loan originated on or after October 1, 2002 has a prepayment penalty term longer than three years after its origination and no Mortgage Loan originated prior to that date has a prepayment penalty longer than five years after its origination;

(38) The Seller currently operates or actively participates in an on-going business (A) to originate single family mortgage loans ("Loans"), and/or (B) to make periodic purchases of Loans from originators or sellers, and/or (C) to issue and/or purchase securities or bonds supported by the Loans, a portion of which Loans are made to borrowers who are:

(a) low-income families (families with incomes of 80% or less of area median income) living in low-income areas (a census tract or block numbering area in which the median income does not exceed 80 percent of the area median income); or

(b) very low-income families (families with incomes of 60% or less of area median income);

(39) Each Mortgage Loan had an original principal balance which conforms to Freddie Mac loan limits;

(40) For each Mortgage Loan, the servicer furnished, in accordance with the Fair Credit Reporting Act and its implementing regulations, accurate and complete information (*i.e.* favorable and unfavorable) on its borrowers' credit files to Equifax, Experian and Trans Union Credit Information Company (three of the credit repositories), or their successors, on a monthly basis;

(41) With respect to any Mortgage Loan originated on or after October 1, 2002 and prior to March 7, 2003, no such loan is secured by property located in the State of Georgia;

(42) No Mortgage Loan that is secured by property located in the State of New York (a) had an original principal balance of \$300,000 or less, and (b) was originated on or after April 1, 2003 with terms that included an APR or points and fees that equal or exceed the threshold for "high-cost home loans" as defined in Section 6-L of the New York State Banking Law;

(43) No Mortgage Loan is a cooperative share mortgage loan;

(44) No selection procedure reasonably believed by the Seller to be adverse to the interests of the Certificateholders, was used in selecting the Mortgage Loans for inclusion in the Trust Fund; provided, however, that the Mortgage Loans were selected from the pool of mortgage loans originated in connection with the program;

(45) All individual insurance policies contain a standard mortgagee clause naming the Seller, its successors and assigns, as mortgagee. All premiums thereon have been paid. Each Mortgage obligates the Mortgagor thereunder to maintain all such insurance at the Mortgagor's cost and expense, and upon the Mortgagor's failure to do so, authorizes the holder of the Mortgage to obtain and maintain such insurance at the Mortgagor's cost and expense and to seek reimbursement therefor from the Mortgagor;

(46) No Mortgage Loan has a shared appreciation feature, or other contingent interest feature;

(47) No Mortgage Loan is a VA vendee loan, an FHA co-insured loan, or a reverse mortgage. No more than [2]% of the Mortgage Loans contain provisions currently in effect which may constitute a "buydown";

(48) Each Mortgage Loan at the time it was made complied in all material respects with applicable local, state, and federal laws, including, but not limited to, all applicable predatory and abusive lending laws;

(49) Each mobile home and manufactured home constituting any portion of the Mortgaged Property constitutes real property under applicable state law and such home is a “single family residence” as defined in Section 25(c)(10) of the Code;

(50) With respect to any Mortgage loan that was originated with negative amortization, the negative amortization period has elapsed and such Mortgage Loan is a level-payment mortgage loan;

(50) None of the Mortgage Loans are “high cost” loans as defined by applicable predatory and abusive lending laws.

With respect to any representation that is made to the best of the Seller’s knowledge or as to which the Seller has no knowledge, if it is discovered by the Seller, the Master Servicer or the Trustee that the substance of such representation and warranty is inaccurate and such inaccuracy materially and adversely affects the value of the related Mortgage Loan then, notwithstanding the Seller’s lack of knowledge with respect to the substance of such representation and warranty being inaccurate at the time the representation and warranty was made, such inaccuracy shall be deemed a breach of the applicable representation or warranty.

SCHEDULE IV
CWMBS, Inc.
CWMBS Reperforming REMIC Trust Certificates
Series 2005-R1
Representations and Warranties of the Master Servicer

Countrywide Home Loans Servicing LP (“Countrywide Servicing”) hereby makes the representations and warranties set forth in this Schedule IV to the Depositor, the Seller and the Trustee, as of the Closing Date. Capitalized terms used but not otherwise defined in this Schedule IV shall have the meanings ascribed thereto in the Pooling and Servicing Agreement (the “Pooling and Servicing Agreement”) relating to the above-referenced Series among Countrywide Home Loans, Inc., as seller, Countrywide Home Loans Servicing LP, as master servicer, CWMBS, Inc., as depositor, and The Bank of New York, as trustee and custodian.

(1) Countrywide Servicing is duly organized as a limited partnership and is validly existing and in good standing under the laws of the State of Texas and is duly authorized and qualified to transact any and all business contemplated by the Pooling and Servicing Agreement to be conducted by Countrywide Servicing in any state in which a Mortgaged Property is located or is otherwise not required under applicable law to effect such qualification and, in any event, is in compliance with the doing business laws of any such state, to the extent necessary to ensure its ability to enforce each Mortgage Loan, to service the Mortgage Loan in accordance with the terms of the Pooling and Servicing Agreement and to perform any of its obligations under the Pooling and Servicing Agreement in accordance with the terms thereof.

(2) Countrywide Servicing has the full partnership power and authority to service each Mortgage Loan, and to execute, deliver and perform, and to enter into and consummate the transactions contemplated by the Pooling and Servicing Agreement and has duly authorized by all necessary partnership action on the part of Countrywide Servicing the execution, delivery and performance of the Pooling and Servicing Agreement; and the Pooling and Servicing Agreement, assuming the due authorization, execution and delivery thereof by the other parties thereto, constitutes a legal, valid and binding obligation of Countrywide Servicing, enforceable against Countrywide Servicing in accordance with its terms, except that (a) the enforceability thereof may be limited by bankruptcy, insolvency, moratorium, receivership and other similar laws relating to creditors’ rights generally and (b) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(3) The execution and delivery of the Pooling and Servicing Agreement by Countrywide Servicing, the servicing of the Mortgage Loans by Countrywide Servicing under the Pooling and Servicing Agreement, the consummation of any other of the transactions contemplated by the Pooling and Servicing Agreement, and the fulfillment of or compliance with the terms thereof are in the ordinary course of business

of Countrywide Servicing and will not (A) result in a material breach of any term or provision of the certificate of limited partnership, partnership agreement or other organizational document of Countrywide Servicing or (B) materially conflict with, result in a material breach, violation or acceleration of, or result in a material default under, the terms of any other material agreement or instrument to which Countrywide Servicing is a party or by which it may be bound, or (C) constitute a material violation of any statute, order or regulation applicable to Countrywide Servicing of any court, regulatory body, administrative agency or governmental body having jurisdiction over Countrywide Servicing; and Countrywide Servicing is not in breach or violation of any material indenture or other material agreement or instrument, or in violation of any statute, order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over it which breach or violation may materially impair the ability of Countrywide Servicing to perform or meet any of its obligations under the Pooling and Servicing Agreement.

(4) Countrywide Servicing is an approved servicer of conventional mortgage loans for FHLMC and is a mortgagee approved by the Secretary of Housing and Urban Development pursuant to sections 203 and 211 of the National Housing Act.

(5) No litigation is pending or, to the best of Countrywide's Servicing knowledge, threatened, against Countrywide Servicing that would materially and adversely affect the execution, delivery or enforceability of the Pooling and Servicing Agreement or the ability of Countrywide Servicing to service the Mortgage Loans or to perform any of its other obligations under the Pooling and Servicing Agreement in accordance with the terms thereof.

(6) No consent, approval, authorization or order of any court or governmental agency or body is required for the execution, delivery and performance by Countrywide Servicing of, or compliance by Countrywide Servicing with, the Pooling and Servicing Agreement or the consummation of the transactions contemplated thereby, or if any such consent, approval, authorization or order is required, Countrywide Servicing has obtained the same.

(7) Countrywide Servicing is a member of MERS in good standing, and will comply in all material respects with the rules and procedures of MERS in connection with the servicing of the MERS Mortgage Loans for as long as such Mortgage Loans are registered with MERS.

(8) To the extent the Master Servicer services a Mortgage Loan that is an FHA Loan, a VA Loan or an RHS Loan, the Master Servicer (i) is an approved seller/servicer of conventional mortgage loans for FHLMC and is an FHA Approved Mortgagee in good standing to service mortgages, is a VA Approved Lender or, as applicable RHS approved lender, and has not been suspended as a mortgagee or servicer by the FHA, VA or RHS and has the facilities, procedures and experienced personnel

necessary for the sound servicing of mortgage loans of the same type as the Mortgage Loans, and (ii) it is, and shall remain for as long as it is servicing the Mortgage Loans hereunder, in good standing as an FHA Approved Mortgagee, a VA Approved Lender and, as applicable, an RHS approved lender, and to service mortgage loans for HUD or FHLMC, and no event has occurred, including but not limited to a change in insurance coverage, which would make the Master Servicer unable to comply with HUD, FHLMC, FHA, VA or RHS eligibility requirements or which would require notification to any of HUD, FHLMC, FHA, VA or RHS.

(9) No information, certificate of an officer or other statement, in each case, furnished in a writing or report delivered to the Trustee by the Master Servicer in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading (except to the extent that any such information, certificate, statement or report has been corrected or superseded in writing by the Master Servicer as of the Closing Date, it being understood (i) that the Master Servicer has delivered no certificate of an officer prior to the Closing Date and (ii) that any representations, warranties and indemnifications as to the accuracy and completeness of the Offering Memorandum made by the Master Servicer in agreements and Officers' Certificates delivered by the Master Servicer on the Closing Date in connection with the transactions contemplated by this Agreement shall be interpreted such that the information in the Offering Memorandum is deemed to correct and/or supersede as of the Closing Date, within the meaning of this parenthetical, any information, certificate, statement or report delivered by the Master Servicer to the Trustee prior to the Closing Date that is inconsistent with the information in the Offering Memorandum or that was omitted from such information, statement or report delivered prior to the Closing Date).

(10) As of the Closing Date, the Master Servicer does not intend to institute foreclosure proceedings with respect to any Mortgage Loan that is contractually delinquent based solely on such Mortgage Loan's delinquent status as of the Cut-off Date, no Mortgage Loan is currently in foreclosure and no foreclosure proceedings have been instituted.

SCHEDULE V
Form of Master Servicer Remittance Report

SCHEDULE VI

Reserved

SCHEDULE VII

Mortgage Loans

Available Upon Request

