

eNOTE ADDENDUM to CUSTODIAL AGREEMENT (THIRD PARTY)

THIS ADDENDUM dated as of _____, 20__ (the “Addendum”), is by and among Federal Home Loan Bank of Indianapolis (“FHLBI”), U.S. Bank National Association, as document custodian (“Document Custodian”), and _____, as seller and/or servicer (“Seller/Servicer”) (each, a “Party,” and collectively, the “Parties”) and amends the Custodial Agreement (Third Parties) dated as of _____, 20__ (as may have been subsequently amended, the “Agreement”) between and among the Parties.

RECITALS:

WHEREAS, the Parties wish to amend the Agreement to enable Seller/Servicer to continue to deliver paper Loan Documents and to deliver Electronic Loan Documents related to Mortgages to be sold to FHLBI;

WHEREAS, Document Custodian is capable of acting as Location as defined on the MERS eRegistry (“eRegistry”) for eNotes via its Electronic Vault, certifying Mortgages involving Electronic Loan Documents for purchase by FHLBI, and maintaining and/or holding any Electronic Loan Documents as Document Custodian; and

WHEREAS, the Parties desire to set forth the terms and conditions for the Document Custodian to act as Location and Delegatee for Transfers for any MERS registered eNotes and Document Custodian for any other Electronic Loan Documents related to Mortgages sold to and serviced for FHLBI by Seller/Servicer.

NOW, THEREFORE, in consideration of the premises and covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

AGREEMENT

1. The foregoing Recitals are hereby incorporated into this Addendum by reference.
2. Capitalized terms not otherwise defined herein or in the Agreement shall have the meanings ascribed to them in the Guide.
3. Section I.A, excluding numbered subsections 1 through 5 thereof, is hereby deleted and replaced with the following:
 - A. At least one business day prior to the applicable settlement date for a particular Mandatory Delivery Contract, the Seller/Servicer shall provide all necessary documentation to facilitate the document custodian’s review and certification. For paper promissory Notes, the seller shall provide all applicable items as referenced as items 1-5 below. For eNotes, in addition to items 2-5 below, the Seller/Servicer shall deliver or cause to be delivered any eNotes by transferring the Authoritative Copy and Control under its Designated MERS OrgID which shall be accomplished by (i) adjusting the eRegistry to designate the Document

Custodian, U.S. Bank, as the Delegatee for Transfers and confirming the transaction was successful, (ii) adjusting the eRegistry to designate the Document Custodian, U.S. Bank, as the Location, (iii) adjusting the eRegistry to reflect the Seller/Servicer as the Master Servicer and (iv) adjusting the eRegistry to reflect FHLBI as the Controller.

4. The following new Section I.C is hereby added to the Agreement:

C. The Document Custodian shall reject any eNote or other Electronic Document delivered to it that does not comply with the conditions outlined in A. above. The Document Custodian shall notify both the Seller/Servicer and FHLBI in writing (which may be in electronic form; i.e. email) if it rejects any such item.

5. Section II.6. is hereby amended by adding the following new paragraphs at the end of the existing paragraph:

With respect to that portion of a Custody File maintained in the Electronic Vault in Electronic Form, such documents shall be released pursuant to one of the following methods: (i) via a vault to vault transfer within the Electronic System and eRegistry or (ii) for any document other than an eNote, such other electronic transfer as mutually agreed by FHLBI and the Document Custodian. Upon the Document Custodian's receipt of a duly completed Request for Release, if such document is an eNote tracked on the eRegistry, the Document Custodian shall transfer eRegistry Control and eRegistry Location to the Org ID specified in such Request for Release and the Document Custodian's Delegatee for Transfers status with respect to such eNote(s) shall terminate. If an eNote ceases to be tracked on the eRegistry because it is reduced to paper (a "Papered-Out eNote") and is subsequently returned to the Document Custodian for custody, the Document Custodian shall hold the Papered-Out eNote as a paper Note.

6. Section II.8. is hereby amended by adding the following new subsection d. at the end of such Section:

d. Document Custodian represents and warrants to, and covenants with, Seller/Servicer and FHLBI that Document Custodian is capable of processing incoming and outgoing eNotes, eNote modification agreements and other related document deliveries and completing automated or manual eNote certifications as required by this Agreement and the Guide. FHLBI will provide Document Custodian with MPP Guide updates. FHLBI will consult with Document Custodian regarding Guide changes affecting its obligations giving due consideration to timing and other pertinent factors.

7. Section 9 of the Agreement is hereby amended by adding the following new paragraph immediately following the existing paragraph:

While transferring Control of an eNote to FHLBI, Seller/Servicer must update its relationships in the MERS eRegistry to reflect the Document Custodian as the Delegatee

for Transfers and then FHLBI as Controller. If it becomes necessary to submit a change request to MERS through its MERS Certificate Process to facilitate corrections, Seller/Servicer will indemnify FHLBI and Document Custodian for any expenses incurred.

8. The following new Section II.13 is hereby added to the Agreement:

13. System Reporting.

a. Document Custodian will make its best efforts to provide FHLBI and Seller/Servicer with commercially reasonable advance notice of scheduled service interruptions and emergency service interruptions that affect access to or FHLBI's interest in the eNotes. Any system failure impacting eNote certification and transfer of Control or eRegistry Location, or the inability to process delivery of eNotes from or to the Seller/Servicer, or otherwise impairing FHLBI's rights in the eNotes will be reported to FHLBI and Seller/Servicer. Any other system failures impacting the eNotes will be reported to FHLBI and Seller/Servicer and FHLBI may request a written report from the Document Custodian summarizing the event that includes the root cause and measures taken to prevent future occurrences, and Document Custodian will provide such a report, subject to privilege considerations.

b. Document Custodian will submit or will cause its Electronic System Provider to submit an annual independent third-party security scan report of the Electronic System to FHLBI on an annual basis.

All terms and conditions of the Agreement not modified by this Addendum remain unchanged and in full force and effect. Without limitation, the fiduciary duty of the Document Custodian to safeguard the assets of FHLBI and act in the interest of FHLBI applies to this Addendum and to eNotes and all Electronic Loan Documents to the same extent as it applies to Notes originated on paper and stored and maintained pursuant to the Agreement.

This Addendum may be made in any number of counterparts and signed by each Party on separate counterparts, each of which when so executed shall be deemed to be an original, and all such counterparts shall constitute but one and the same instrument. The exchange of copies of this Addendum and of signature pages by electronic transmission shall constitute effective execution and delivery of this Addendum as to the Parties and may be used in lieu of the original for all purposes, and the signatures of Parties transmitted shall be deemed to be their original signatures for any purposes.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Party has caused this Addendum to be executed in its name and on its behalf by a duly authorized officer, and delivered as of the date first stated above.

Federal Home Loan Bank of Indianapolis

By: _____

Title: Dan A Green, 1st VP - Senior Director MPP

By: _____

Title: Stephen Broviak, VP, MPP Operations Manager

By: _____

Title: _____

U.S. Bank National Association

By: _____

Title: _____