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U.S. COURT OF APPEALS
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

POLICEMEN'S ANNUITY AND BENEFIT FUND OF THE CITY OF CHICAGO,

Plaintiff,

- against-

BANK OF AMERICA, NA (as Trustee Under Various Pooling and Servicing Agreements), and U.S. BANK NATIONAL ASSOCIATION (as Trustee Under Various Pooling and Servicing Agreements),

Defendants.

CASE NO. 12 CV 2865

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

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SUMMARY OF THE ACTION

1. Plaintiff Policemen's Annuity and Benefit Fund of the City of Chicago ("Chicago Police") brings this action, on its own behalf and on behalf of a class, against Defendants Bank of America, NA ("BOA") and U.S. Bank National Association ("U.S. Bank") in their capacity as the Trustee for 41 substantially similar trusts (as listed in Exhibit A) in which Plaintiff and class members invested (collectively the "Covered Trusts"), and that own residential Mortgage Loans that were originated or acquired by Washington Mutual Bank ("WaMu") or its affiliates and then bundled together and sold to investors as Washington Mutual Bank (WaMu) mortgage backed securities (the "WaMu MBS"). BOA is the successor-in-interest by merger to the original Trustee for the Covered Trusts, LaSalle Bank National Association ("LaSalle"). U.S. Bank succeeded BOA as Trustee of the Covered Trusts. A list of Plaintiff's investments in six of the Covered Trusts — WaMu Mortgage Pass-Through Certificates Series 2006-AR12 Trust, WaMu Mortgage Pass-Through Certificates Series 2006-

AR16 Trust, Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust, Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-AR1 Trust, WaMu Mortgage Pass-Through Certificates Series 2007-HY1 Trust, and WaMu Mortgage Pass-Through Certificates Series 2007-HY7 Trust — is attached as Exhibit B. Plaintiff purchased and sold WaMu MBS at a loss as a result of Defendants' wrongdoing, and, along with the class members (collectively, the "MBS holders"), was a beneficiary of the Covered Trusts that held the Mortgage Loans.

2. As the Trustee for the Covered Trusts, Defendants owed the MBS holders certain contractual duties, as well as duties imposed by the federal Trust Indenture Act of 1939, as amended, (the "TIA"), 15 U.S.C. §77aaa, *et seq.*, with respect to the Mortgage Loans held by the Covered Trusts. These duties were spelled out in the Covered Trusts' Governing Agreements, which are substantially similar. A copy of one of those Governing Agreements, the Pooling and Servicing Agreement ("PSA") for Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust, is attached as Exhibit C. The PSA is incorporated by reference into this Complaint as if set forth fully herein.

3. The purpose of having a Trustee in MBS securitizations such as these is to ensure that there is at least one independent party to the Governing Agreements who, unlike the MBS holders, did not face collective action, informational, or other limitations, and as a result could effectively protect the trusts and their beneficiaries, the MBS holders. Thus, the Governing Agreements, as modified by the TIA, imposed critical duties on Defendants as Trustees that directly impacted the value of the MBS.

4. In order for the WaMu MBS to in fact be backed by Mortgage Loans – *i.e.*, to have any value – the Covered Trusts had to take title to the underlying Mortgage Loans for

which they provided due consideration, and which were, in theory, conveyed to them. The Governing Agreements establish the terms of the conveyance of the Mortgage Loans to the Trustee on behalf of the Covered Trusts and the MBS holders, and those terms are intended to ensure that the Trustee in fact takes title to the Mortgage Loans. Among other things, the Governing Agreements require that the Trustee, or its agent, take physical possession of the Mortgage Files, and that the Mortgage Note and the Mortgage are properly endorsed and assigned to the Trustee. To ensure that the Mortgage Loans were properly conveyed to the Covered Trusts, the Governing Agreements also required the Trustee or its agent to review the loan files for each of the Mortgage Loans and to certify that the documentation for each of the loans was accurate and complete.

5. Just as fundamental in an MBS securitization as the Covered Trusts properly taking title to the Mortgage Loans is the quality of the Mortgage Loans to which the Covered Trusts purportedly receive title. For that reason, the Governing Agreements contain representations and warranties attesting to the quality of the Mortgage Loans conveyed to the Covered Trusts. Ratings agencies assess the quality of the MBS based on those representations and warranties, and notably, the ratings agencies must be informed in the event of their breach. The Governing Agreements therefore require the securitization's Sponsor (or Seller), in this case, affiliates of WaMu, to cure, substitute, or repurchase any Mortgage Loans that materially breach those representations and warranties, or that do not have complete Mortgage Files, including on account of inadequate assignments or endorsements. Significantly, the Governing Agreements also require the Trustee, among others, to enforce the Seller's obligation to cure, substitute, or repurchase such Mortgage Loans.

6. As described more fully below, however, Defendants regularly disregarded their contractual and statutory duties to ensure that there were no missing, defective or incomplete documents, and that defective loans were removed from the mortgage pools supporting the WaMu MBS.

7. Defendants are familiar with the damage that arises when Mortgage Loans are not adequately transferred to securitization Trusts. For example, in *Frost v. LaSalle Bank, N.A.*, No. 4D09-2668, 2010 WL 2862149 (Fla. App., 4th Dist. May 24, 2010), the court reversed an order entering summary judgment in LaSalle's favor in a foreclosure action on the grounds that there was no proof LaSalle held the mortgage note with a valid endorsement on the date it brought the foreclosure action. In this regard, the Court observed that the copies of the Note and Mortgage attached to the complaint identified WaMu as the original lender and that "the Note was bare with respect to the presence of an endorsement." Nor did the complaint "have attached to it an assignment of the Mortgage or Note." *Id.* at *1. Indeed, LaSalle contradicted its own assertion of ownership by including an affidavit in support of its motion for summary judgment stating that Bank of America, as successor by merger to LaSalle as Trustee was the owner of the Note, not LaSalle. Further, the Court found that the fact that the Note attached to the complaint contained no endorsement but the Note attached to the motion for summary judgment contained a bearer endorsement created "a reasonable inference that the signature and endorsement were placed on the original Note" at a time when WaMu had no rights in the Note, "thereby making the endorsement unauthorized and the signature a forgery." *Id.* at *10-*11.

8. In addition, various government investigations, along with a lawsuit brought by a trustee of other WaMu MBS Trusts, have shown that WaMu and/or its affiliates routinely breached the representations and warranties it made regarding the Mortgage Loans it securitized.

When Defendants learned of these violations, they had the duty to notify MBS holders of them. Moreover, once there were events of default and/or the rights of MBS holders to full and timely payment of their principal and interest were impaired, Defendants had the duty to act as a prudent person to exercise all of their powers under the Governing Agreements to protect MBS holders.

9. Defendants have had considerable knowledge of the defects in the Mortgage Loans, the breaches of the Seller's representations and warranties, and the harm that this has caused MBS holders. As discussed herein, Defendants knew:

- from at least their review of the Mortgage Loan Files, and from their attempts to foreclose on Mortgage Loans, that the Mortgage Loans had not been properly transferred to the Covered Trusts;

- from at least its review of the Mortgage Loan Files, and from its attempts to foreclose on Mortgage Loans, that the Mortgage Loan Files were incomplete;

- from at least the high rate of delinquent and defaulted Mortgage Loans in the Covered Trusts, from the many investigations and suits detailing the high number of defective loans in WaMu securitizations, and from newspaper articles reporting similar facts, that many of the Mortgage Loans in the Covered Trusts did not comply with the Seller's representations and warranties concerning their underwriting quality; and

- from at least the Covered Trusts' poor performance, and from their attempts to foreclose on Mortgage Loans, that MBS holders were being harmed by the defects in the Covered Trusts' Mortgage Loans.

Despite all of that, Defendants failed to take any action to protect the MBS holders, as it was required to do.

10. The Mortgage Loans in the Covered Trusts have experienced high levels of payment delinquencies, delays in foreclosure actions and credit losses which would not have occurred but for the negligence of Defendants and their failure to perform their responsibilities

under the Governing Agreements and TIA. By failing to perform their duties, Defendants have caused MBS holders to suffer millions of dollars in losses.

JURISDICTION AND VENUE

11. This Court has jurisdiction over this action pursuant to 28 U.S.C. §1331 for violations of the TIA and supplemental jurisdiction over the contract claims. It also has jurisdiction pursuant to 28 U.S.C. §1332(a).

12. Venue is proper in this District under 28 U.S.C. §1391(b).

PARTIES

13. Plaintiff Policemen's Annuity and Benefit Fund of the City of Chicago ("Chicago Police") is a state governmental pension fund authorized by statute under the laws of Illinois with the mission of providing retirement benefits to its members and their beneficiaries. Chicago Police relies heavily upon the performance of its investments to fund benefits. It invested in and sold WaMu MBS as provided in Exhibit A.

14. Other class members purchased the same or substantially similar WaMu MBS as Plaintiff. All WaMu MBS purchased by Plaintiff and all other class members have or had Defendants as Trustee, the same Depositor, the same Servicer, affiliates of WaMu as Seller, substantially similar Governing Agreements, and substantially similar underlying and other characteristics and deficiencies. Defendants owed Plaintiff and all other class members the same duties, and, as set forth herein, systematically failed to perform those duties—for all MBS holders in the 41 trusts. Accordingly, the systematic violations of duty and pattern of wrongdoing by Defendants and the other parties to the Governing Agreements are part of a common scheme and course of conduct. Thus, the class' claims against Defendants share the

same character as, and are indeed virtually identical to, Plaintiff's claims against Defendants, and Plaintiff has standing, and is an appropriate class representative, to pursue these claims.

15. Defendant BOA is a national banking association organized and existing under the laws of the United States with its principal offices in Charlotte, North Carolina. In or about October 1, 2007, BOA acquired LaSalle, which was serving as Trustee for the Covered Trusts, and became successor Trustee by merger to LaSalle. BOA does business throughout the United States and its principal office in New York State is in New York County. As the Trustee for the Covered Trusts, LaSalle and BOA owed the MBS holders certain statutory and contractual duties with respect to the Mortgage Loans owned by the Covered Trusts, which duties LaSalle and BOA violated.

16. Defendant U.S. Bank is a national banking association organized and existing under the laws of the United States with its principal offices in Minnesota. Following BOA's acquisition of Countrywide in July 2008, BOA resigned as Trustee for those Covered Trusts that contained Mortgage Loans originated by Countrywide and was succeeded as Trustee by Defendant U.S. Bank. Subsequently, in December 2010, Defendant U.S. Bank acquired BOA's securitization trust business and succeeded BOA as Trustee for the remaining Covered Trusts as well. U.S. Bank does business throughout the United States and its principal office in New York State is in New York County. As the Trustee for the Covered Trusts, U.S. Bank owed the MBS holders certain statutory and contractual duties with respect to the Mortgage Loans owned by the Covered Trusts, which duties U.S. Bank violated.

FACTUAL ALLEGATIONS

I. The Securitization Process For The WaMu MBS

17. WaMu, acting on its own and through its network of corporate affiliates, managed the securitization of the Mortgage Loans in the Covered Trusts, and in countless other MBS trusts. Mortgage securitizations involve the conversion of illiquid whole loans into bond-like instruments, the MBS, that trade over the counter in capital markets. By 2006, WaMu was the second largest non-agency issuer of MBS in the United States, behind Countrywide. Indeed, between 2000 and 2007, WaMu and its subprime affiliate, Long Beach Mortgage Company ("Long Beach"), securitized over $77 billion in subprime home loans and billions more in other high risk home loans.

18. WaMu controlled almost every aspect of the creation and issuance of the MBS – from origination and pooling of the underlying Mortgage Loans, through the securitization of the loans and the sale of the MBS representing interests in the Mortgage Loans to Plaintiff and Class members.

19. The first step in creating the MBS was the origination of mortgages to borrowers purchasing homes. WaMu originated or acquired from various "correspondent" mortgage lenders throughout the country billions of dollars of home loans.

20. Second, certain WaMu affiliates, referred to as a "Seller," would group the mortgages that WaMu had originated and purchased into a large pool, and then transfer, or sell, that pool to a "Depositor." WaMu Asset Acceptance Corp. ("WAAC"), a special purpose entity, formed for the sole purpose of acquiring Mortgage Loans from the Seller and transferring the Mortgage Loans into the issuing Trusts, served the role of Depositor for the Covered Trusts. Depositors exist primarily to provide an intermediary between the Seller and the Trust in the chain of title to the Mortgage Loans because – if the Seller goes into bankruptcy, as many did and WAAC nearly did – the bankruptcy estate can rescind direct transfers made by the Seller.

Thus, the Seller and the Depositor enter into a Mortgage Loan Purchase Agreement ("MLPA"), which governs the mechanics of the transfer, and states that the Mortgage Loan Files must be complete and may not have defective documents, such as imperfect assignments or endorsements. In the MLPA, the Seller also: (i) makes representations and warranties concerning the quality of the Mortgage Loans in the mortgage pool, (ii) promises to cure, substitute or repurchase mortgages that do not comply with those representations and warranties, or that do not have a valid transfer, and (iii) states that the Trustee will ultimately have the right to enforce those representations and promises.

21. Third, the Depositor transferred the pool of mortgages to the Trustee, for the benefit of the Trust and the MBS holders, and in exchange the Trustee transferred the MBS to the Depositor. As discussed in greater detail below, the Governing Agreements set forth the terms of this transfer and the operation of the Trust. The Governing Agreements impose certain duties on the Trustee, in addition to those duties imposed by the TIA and Delaware law. They also establish the Trust as a Real Estate Mortgage Investment Conduit ("REMIC") under the Internal Revenue Code, which enables the Trust to avoid tax liability on income generated from the underlying Mortgage Loans – if the Trust gains valid title over the underlying Mortgage Loans within three months of its creation and if certain other criteria are met. Qualifying as a REMIC is critical to the Trust's ability to make the payments promised to MBS holders. Importantly, the Governing Agreements also refer to and incorporate the MLPA.

22. Fourth, the Depositor sold the MBS to an underwriter, in this case, WaMu Capital Corp. ("WCC"), another affiliate. The Depositor remits the money from that sale to the Seller, which may use it to originate or purchase more mortgages. Meanwhile, the underwriter markets

and sells the MBS to investors. At this point in the securitization process, the Seller is also sometimes referred to as the Sponsor.

23. MBS entitle their holders to the cash flows generated from the Trust's pool of Mortgage Loans. The Trust, or securitization transaction, is structured such that the risk of loss is divided among different levels, or "tranches." Each tranche of the Trust has a different level of credit risk and reward (the interest or yield), including different levels of credit enhancement. One form of credit enhancement is overcollateralization, which means that the total principal balance of the Mortgage Loans in the Trust exceeds the aggregate amount of securities issued and sold by the Trust. Another example of credit enhancement is excess interest, which means that the amount of interest collected on the underlying Mortgage Loans for each payment period is expected to be greater than the interest distributable to the MBS holders and the expenses payable by the Trust during that period.

24. Following the sale of the MBS, the Servicer is responsible for the collection of payments from the underlying mortgagors, including through foreclosure if necessary. Those payments are then distributed to the MBS holders in accordance with the tranche structure.

25. Thus, the value of the MBS, and their credit rating, depend primarily on the riskiness of the underlying mortgages, which is reflected in the Seller's representations and warranties concerning the quality of loans in the pool and, secondarily, to the extent that borrowers default on their payments, on the Trust's ability to foreclose on the collateral and recover the unpaid loan balance. If the loans underlying the MBS suffer payment defaults in excess of the assumptions built into their credit enhancement and securities' ratings, or the underlying properties' mortgages cannot be effectively foreclosed and the properties sold following default, the securities will be re-rated and the value of the MBS will decline.

II. Defendants' Duties As Trustee For The Covered Trusts

26. The purpose of having a Trustee in an MBS securitization is to ensure that there is at least one independent party to the Governing Agreements who, unlike the MBS holders, does not face collective action, informational, or other limitations, and as a result can effectively protect the trusts and the MBS holders. Thus, the Governing Agreements imposed critical duties on Defendants, as Trustee, that directly impacted the value of the MBS.

27. The Covered Trusts' Governing Agreements set forth the Trustee's duties. The Covered Trusts, including those that issued the MBS purchased by Plaintiff, are governed by a PSA and certain related agreements that the PSA references and incorporates. All of the Governing Agreements are substantially similar, and impose the same duties on the Trustee at issue here. Accordingly, this Complaint primarily refers to one of the PSAs as a representative example, and attaches that PSA, for Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust, as Exhibit C hereto.

28. While the Governing Agreements set forth certain rights and responsibilities in connection with the Covered Trusts, recognizing that previous abuses by trustees had adversely affected the national interest, Congress enacted the TIA to provide minimum federal protections to investors which are deemed to be incorporated into those Governing Agreements.

A. The Trustee's Duties And Obligations Under The Governing Agreements

i. *The Trustee's Duty To Properly Take Title To The Mortgage Loans Conveyed to the Trust*

29. In order for the MBS to in fact be backed by Mortgage Loans – *i.e.*, to have any value – the Covered Trusts must take title to the mortgages that are conveyed to them for due consideration. The Governing Agreements establish the terms of the conveyance of the Mortgage Loans to the Trustee, on behalf of the Trust and the MBS holders, and those terms are

intended to ensure that the Trustee, on behalf of the Trust, in fact takes title to the Mortgage Loans.

30. The first part of this conveyance involves the Depositor making various assignments to the Trustee (including among other things, its rights under the MLPA, the document through which the Depositor acquired the Mortgage Loans from the Seller), as set forth in PSA Section 2.04 ("Conveyance of Mortgage Pool Assets; Security Interest"), which provides in relevant part:

> The Company [WAAC] does hereby irrevocably sell, transfer, assign, set over and otherwise convey to the Trust, without recourse, all the Company's right, title and interest in and to the Mortgage Pool Assets.

The PSA defines Mortgage Pool Assets to include the Mortgage Loans as well as the payments received on the Mortgage Loans (excluding servicing fees).

31. Significantly, the Trustee or its agent must take physical possession of the Mortgage Files, including the Mortgage Note and the Mortgage, properly endorsed and assigned to the Trustee. As set forth in PSA Section 2.05, WAAC is required to "deliver to and deposit with, or cause to be delivered to and deposited with, the Trustee . . . the Mortgage Files, which shall at all times be identified in the records of the Trustee . . . as being held by or on behalf of the Trust." The PSA defines the Mortgage File to include:

> (i) The original Mortgage Note endorsed (A) in blank, without recourse, (B) to the Trustee, without recourse, or (C) to the Trust, without recourse, and all intervening endorsements evidencing a complete chain of endorsements from the originator to the endorser last endorsing the Mortgage Note . . . *provided*, *however*, that in the event that either (a) Washington Mutual Bank or Washington Mutual Bank fsb is the Seller of the Mortgage Loan or (b) Washington Mutual Mortgage Securities Corp. is the Seller of the Mortgage Loan and purchased the Mortgage Loan from Washington Mutual Bank or Washington Mutual Bank fsb, then

the Mortgage Note need not be endorsed in blank or to the Trustee or the Trust as provided above, but, if not so endorsed, shall be made payable to, or properly endorsed to, Washington Mutual Bank or Washington Mutual Bank fsb, as applicable. . .

(iii) (1)(x) the original recorded Mortgage with evidence of recording thereon for the jurisdiction in which the Mortgaged Property is located (which original recorded Mortgage, in the case of a MOM [MERS] Loan, shall set forth the MIN [Mortgage Identification Number] and shall indicate that the Mortgage is a MOM Loan), (y) unless the Mortgage Loan is a MERS Loan, an original assignment of the Mortgage duly executed and acknowledged in recordable form (A) in blank, (B) to the Trustee or (C) to the Trust, and (z) unless the Mortgage Loan is a MOM Loan, recorded originals of all intervening assignments evidencing a complete chain of assignment from the originator to the person executing the assignment described in clause (y); or

(2)(x) a copy (which may be in electronic form) of the Mortgage (which Mortgage, in the case of a MOM Loan, shall set forth the MIN and shall indicate that the Mortgage Loan is a MOM Loan) which represents a true and correct reproduction of the original Mortgage and which has either been certified (i) on the face thereof by the public recording office in the appropriate jurisdiction in which the Mortgaged Property is located, or (ii) by the originator, the Seller, the Servicer or the escrow or title company which provided closing services in connection with such Mortgage Loan as a true and correct copy the original of which has been sent for recordation, (y) unless the Mortgage Loan is a MERS Loan, an original assignment of the Mortgage duly executed and acknowledged in recordable form (A) in blank, (B) to the Trustee or (C) to the Trust, and (z) unless the Mortgage Loan is a MOM Loan, true and correct copies, certified by the applicable county recorder or by the originator, the Seller or the Servicer as described above, of all intervening assignments evidencing a complete chain of assignment from the originator to the person executing the assignment described in clause (y); *provided*, *however*, that in the event that either (a) Washington Mutual Bank or Washington Mutual Bank fsb is the Seller of the Mortgage Loan or (b) Washington Mutual Mortgage Securities Corp. is the Seller of the Mortgage Loan and purchased the Mortgage Loan from Washington Mutual Bank or Washington Mutual Bank fsb, then the Mortgage File need not include an assignment of the Mortgage executed in blank or to the Trustee or the Trust as provided in clause (X)(iii)(1)(y) or (X)(iii)(2)(y) above, as applicable, but the Mortgage File shall, unless the Mortgage Loan was originated by

> Washington Mutual Bank or Washington Mutual Bank fsb, include a complete chain of assignments of the related Mortgage from the originator of such Mortgage Loan to Washington Mutual Bank or Washington Mutual Bank fsb, as applicable; and
>
> (iv) For any Mortgage Loan that has been modified or amended, the original instrument or instruments effecting such modification or amendment.

32. In addition, PSA Section 2.07 ("Acceptance by Trustee") reinforces that the Trustee or its agent was required to take physical possession of the Mortgage Loans and the accompanying loan files for the exclusive use and benefit of all current and future MBS holders. It provides in relevant part:

> The Trustee acknowledges receipt . . . on behalf of the Trust of the documents (or certified copies thereof as specified in Section 2.05) referred to in Section 2.05 above . . . .

33. Likewise, PSA Section 2.11 ("Acknowledgement of Transfer of Mortgage Pool Assets") states that:

> The Trustee hereby acknowledges and accepts on behalf of the Trust the transfer and assignment pursuant to Section 2.04 to the Trust of the Mortgage Pool Assets . . . and declares that as of the Closing Date it . . . holds and shall hold any documents constituting part of the Mortgage Pool Assets, and the Mortgage Pool Assets, as Trustee, in trust, upon the trust herein set forth . . . .

34. Similarly, PSA Section 8.08 ("Successor Trustee") provides in relevant part that:

> The predecessor shall deliver to the successor trustee all Mortgage Files, related documents, statements and all other property held by it hereunder, and the 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.

ii. *The Trustee's Duty To Review The Mortgage Loan Files Conveyed To The Covered Trusts And To Identify Files With Missing, Defective Or Incomplete Documents*

35. To ensure that the Mortgage Loans were properly conveyed to the Covered Trusts, the Governing Agreements also required the Trustee or its agent to review the loan files for each of the Mortgage Loans and to certify that the documentation for each of the loans was accurate and complete. This duty overlaps with and forms part of the requirements that the Trustee must satisfy to properly take title to the Mortgage Loans.

36. Accordingly, as set forth in PSA Section 2.07, the Trustee or its agent had to create a "Certification" as follows:

> The Trustee shall review . . . each Mortgage File within 45 days after the Closing Date and deliver to [WAAC] a certification . . . to the effect that, except as noted, all documents required . . . pursuant to the definition of "Mortgage File" and Section 2.05 have been executed and received, and that such documents relate to the Mortgage Loans identified in the Mortgage Loan Schedule.

iii. *The Trustee's Duty To Enforce The Seller's Obligation To Cure, Substitute Or Repurchase Mortgage Loans*

37. Just as fundamental in an MBS securitization as the Covered Trusts properly taking title to the Mortgage Loans is the quality of the Mortgage Loans to which the Covered Trusts purportedly receive title. For that reason, the Governing Agreements contain representations and warranties attesting to the quality of the Mortgage Loans conveyed to the Covered Trusts. Ratings agencies assess the quality of the MBS based on those representations and warranties, and notably, the ratings agencies must be informed in the event of their breach.

38. The Governing Agreements therefore require the Seller to cure, substitute, or repurchase any Mortgage Loans that materially breach the Seller's representations and warranties concerning the quality of the Mortgage Loans conveyed to the Covered Trusts, or that

did not have complete Mortgage Files, including on account of inadequate assignments or endorsements. Significantly, they also require the Trustee, among others, to enforce that obligation of the Seller's.

39. This requirement is embodied in several provisions of the Governing Agreements, including PSA Section 2.07, which states in relevant part that:

> If the Trustee finds any document or documents required to be included in the Mortgage File for a Mortgage Loan pursuant to the definition of "Mortgage File" not to have been executed and received, the Trustee shall promptly so notify the Servicer. . . . Upon notice from the Trustee . . . that any document required to be included in the Mortgage File for a Mortgage Loan has not been executed and received, the Servicer shall promptly notify the Seller of such defect and take appropriate steps on behalf of the Trust to enforce the Seller's obligation, pursuant to Section 2.4 of the Mortgage Loan Purchase Agreement, to correct or cure such defect or repurchase or substitute for such Mortgage Loan, in accordance with and subject to the time limitations set forth in such Section 2.4 . . . .

40. Moreover, the Trustee also has the duty to enforce the Seller's respective obligations to cure, substitute or repurchase defective Mortgage Loans at any point that a breach of the Seller's representations and warranties concerning the Mortgage Loans set forth in the MLPA is discovered. As set forth in PSA Section 2.09 ("Representations and Warranties of the Seller Concerning the Mortgage Loans"):

> Upon discovery by [WAAC], the Servicer or the Trustee (in the case of the Trustee having actual knowledge thereof) of a breach of any of the representations set forth in Section 3.1 of the Mortgage Loan Purchase Agreement . . . that materially and adversely affects the value of the related Mortgage Loans or the interests of the Trust in the related Mortgage Loans, the party discovering such breach shall give prompt written notice to the others. . . . The Servicer shall promptly notify the Seller of such breach and take appropriate steps on behalf of the Trust to enforce the Seller's obligation, pursuant to Section 3.3 of the Mortgage Loan Purchase Agreement, to cure such breach in all material respects or

> repurchase or substitute for the affected Mortgage Loan or Mortgage Loans or any property acquired in respect thereof . . . .

B. The Trustee's Duties And Obligations Under The TIA

41. Under the TIA, a trustee must "give to the indenture security holders. . . notice of all defaults known to the trustee, within ninety days after the occurrence thereof. . . ." 15 U.S.C. §77ooo(b) (citing 15 U.S.C. §77mmm(c)). Defendants consequently had to inform MBS holders of breaches of the Governing Agreements within ninety days after their occurrence.

42. In case of default, the TIA mandates that a trustee must exercise "such of the rights and powers vested in it by such indenture, and to use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs." 15 U.S.C. §77ooo(c).

43. As set forth below, Defendants are liable to Plaintiff and Class members for failing to exercise their rights and powers under the Governing Agreements.

III. The Covered Trusts Suffer From Serious Defects

A. Serious Defects Plague WaMu MBS Securitizations

44. The MLPAs, which are incorporated into and made part of the Governing Agreements for the Covered Trusts, contain significant representations and warranties by the Seller concerning the underwriting of the Mortgage Loans, the loan to value ratios for the Mortgage Loans, and compliance of the loans with local, state and federal laws. For example, Article 3 of the MLPA for the WMALT Series 2006-5 Trust contains the following representations of the Seller:

> (ii) [E]ach Mortgage relating to a Mortgage Loan . . . is a valid and enforceable . . . first lien on an unencumbered estate . . .;
>
> ***

(iii) Immediately upon the transfer and assignment contemplated herein, the Purchaser shall have good title to, and will be the sole legal owner of, each Mortgage Loan, free and clear of any encumbrance or lien (other than the lien under this Agreement);

(iv) Except as set forth on Schedule III to the Term Sheet, if applicable, as of the day prior to the Cut-Off Date, all payments due on each Mortgage Loan had been made and no Mortgage Loan had been delinquent (i.e., was more than 30 days past due) more than once in the preceding 12 months (or such shorter period as had elapsed from the date of acquisition of the Mortgage Loan by the Seller or, if earlier, from the date of origination or acquisition of the Mortgage Loan by Washington Mutual Bank or Washington Mutual Bank fsb) and any such delinquency lasted for no more than 30 days;

(v) As of the Closing date, there is no offset, defense or counterclaim to any Mortgage Note, including the obligation of the Mortgagor to pay the unpaid principal or interest on such Mortgage Note . . .;

***

(vii) Each Mortgage Loan at the time it was made complied with all applicable local, state and federal laws, including, without limitation, usury, equal credit opportunity, disclosure and recording laws, and predatory and abusive lending laws applicable to the originating lender;

***

(xvi) As of the Closing Date, each Mortgage and Mortgage Note is the legal, valid and binding obligation of the maker thereof and is enforceable in accordance with its terms, except only as such enforceability may be limited by laws affecting the enforcement of creditors' rights generally and principles of equity;

***

(xix) Prior to origination or refinancing, an appraisal of each Mortgaged Property was made by an appraiser on a form satisfactory to Fannie Mae or Freddie Mac;

(xx) The Mortgage Loans have been underwritten substantially in accordance with the applicable Underwriting Standards[, which are defined as "the published underwriting standards of the Seller, or, if such Mortgage Loan was underwritten pursuant to underwriting standards other than the published underwriting standards of the Seller, then such other underwriting standards];

***

(xxii) The Seller used no adverse selection procedures in selecting the Mortgage Loans from among the outstanding mortgage loans of the same type originated or purchased by it which were available for sale to the Purchaser and as to which the representations and warranties in this Section 3.1 could be made;

***

(xxviii) No Mortgage Loan is a High Cost/Covered Loan, and no Mortgage Loan originated during the period of October 1, 2002 through March 6, 2003 is governed by the Georgia Fair Lending Act;

(xxvii) No Mortgage Loan is subject to the Home Ownership and Equity Protection Act of 1994 or Section 226.32 of Regulation Z, is a "high-cost" loan or a "predatory" loan as defined under any state or local law or regulation applicable to the originator of such Mortgage Loan or which would result in liability to the purchaser or assignee of such Mortgage Loan under any predatory or abusive lending law, or, without limiting the generality of the foregoing, is a "covered" loan under the laws of the states of California, Colorado, or Ohio; and

(xxix) No Mortgage Loan has a Closing Date Loan-to-Value ratio greater than 100%.

45. Notwithstanding the foregoing representations and warranties, in the years following WaMu's failure, public and private investigations, along with numerous reports in newspapers, have made clear that the Mortgage Loans WaMu securitized were of particularly low quality, often with significant violations of the underwriting representations and warranties that WaMu made. Indeed, according to the Majority and Minority Staff Report of the Permanent

Subcommittee on Investigations of the U.S. Senate's Committee on Homeland Security and Government Affairs (the "Senate Staff Report"), WaMu "polluted the financial system with mortgage backed securities which later incurred high rates of delinquency and loss." *Id.* at 116. In addition, the Senate Staff Report found that WaMu "securitized loans that it had identified as likely to go delinquent, without disclosing its analysis to investors to whom it sold the securities, and also securitized loans tainted by fraudulent information, without notifying purchasers of the fraud that was discovered and known to the bank." *Id.* The WaMu MBS Trusts consequently suffered high credit losses.

46. Indeed, the Senate Staff Report found that WaMu was "repeatedly criticized by the bank's internal auditors and reviewers, as well as its regulators, OTS and the FDIC, for deficient lending and securitization practices." *Id.* at 122. According to the Senate Staff Report, WaMu's "mortgage backed securities were among the worst performing in the marketplace due to poor quality loans that incurred early payment defaults, fraud, and high delinquency rates." *Id.* Further, according to the Senate Staff Report, WaMu securitized not just poor quality loans, but also loans that its own personnel had flagged as containing fraudulent information.

47. Investigations of these matters began as early as 2007. In November 2007, in a suit filed against eAppraiseIT LLC and its parent, title insurance company First American Corp. ("First American"), New York's then Attorney General, Andrew Cuomo, alleged that First American was pressured by WaMu to inflate home values in appraisals. The following week, the Wall Street Journal disclosed that the SEC had opened an inquiry into whether WaMu had accurately disclosed to buyers of its mortgage backed securities how its loans were appraised.

B. The Covered Trusts Have Significant Losses

48. The Covered Trusts have performed very poorly, reporting tens or even hundreds of millions of dollars in recognized losses to date and staggering delinquency rates, some as high as nearly 50%, indicating that substantial additional realized losses are likely. For example, (a) WaMu 2006-AR12 has recognized losses of more than $68 million and almost 25% of its remaining loans are more than 90 days delinquent; (b) WaMu 2006-AR16 has recognized losses of almost $70 million and more than 20% of its remaining loans are more than 90 days delinquent; (c) WaMu 2007-HY1 has recognized losses of more than $168 million and almost 25% of its remaining loans are more than 90 days delinquent; (d) WaMu 2007-HY7 has recognized losses of more than $195 million and more than 26% of its remaining loans are more than 90 days delinquent; (e) WMALT 2006-5 has recognized losses of more than $166 million and almost 30% of its remaining loans are more than 90 days delinquent; and (f) WMALT 2006-AR1 has recognized losses of more than $114 million and more then 45% of its remaining loans are more than 90 days delinquent.

49. These high losses and delinquency rates indicate that many of the underlying Mortgage Loans in the Covered Trusts are not of the quality that WaMu represented and warranted they would be. Indeed, they are consistent with the public evidence discussed above noting the poor quality of the Mortgage Loans conveyed to WaMu MBS Trusts. Nonetheless, Defendants failed to take any action to enforce WaMu's obligation to cure, substitute or repurchase defective Mortgage Loans once the fact that WaMu had systematically breached its representations and warranties regarding the quality of the Mortgage Loans conveyed to the WaMu MBS Trusts was known as Defendants were required to do as Trustee.

C. <u>The Covered Trusts Did Not Perfect Title To The Mortgage Loans</u>

50. In addition to overwhelming evidence of widespread breaches of representations and warranties concerning the Mortgage Loans conveyed to the WaMu MBS Trusts, there is also substantial evidence of widespread irregularities in the transfer of Mortgage Loans into the Trusts.

51. MBS Trusts similar to those at issue here have been unable to foreclose on Mortgages due to irregularities in the chain of title. Defendants are well aware of this problem as they have served as Trustee of certain of these MBS Trusts. For example, in *Frost v. LaSalle Bank, N.A.*, No. 4D09-2668, 2010 WL 2862149 (Fla. App., 4th Dist. May 24, 2010), the court reversed an order entering summary judgment in LaSalle's favor in a foreclosure action on the grounds that there was no proof LaSalle held the mortgage note with a valid endorsement on the date it brought the foreclosure action. In this regard, the Court observed that the copies of the Note and Mortgage attached to the complaint identified WaMu as the original lender and that "the Note was bare with respect to the presence of an endorsement." Nor did the complaint "have attached to it an assignment of the Mortgage or Note." Indeed, LaSalle contradicted its own assertion of ownership by including an affidavit in support of its motion for summary judgment stating that Bank of America, as successor by merger to LaSalle as Trustee was the owner of the Note, not LaSalle. Further, the Court found that the fact that the Note attached to the complaint contained no endorsement but the Note attached to the motion for summary judgment contained a bearer endorsement created "a reasonable inference that the signature and endorsement were placed on the Note at a time when WaMu had no rights in the Note, "thereby making the endorsement unauthorized and the signature a forgery."

52. Further, the Congressional Oversight Panel, which was established as part of the Emergency Economic Stabilization Act of 2008, issued a Report entitled "Examining the

Consequences of Mortgage Irregularities for Financial Stability and Foreclosure." It recounts widespread foreclosure abuses over the last several years – often in connection with mortgages that have been securitized – and the numerous Federal and State investigations that have detailed this problem. Many of those abuses, such as forged or back-dated mortgage assignments, or the "robo-signing" of false affidavits used in foreclosure actions, arise from failures in the process of documenting and transferring Mortgage Loans from the originators, to the interim entities in the securitization process, and ultimately into the securitization trusts. As the Report explains, irregularities in the chain of title between the originator and the Trust can have significant legal consequences that damage the Trusts and MBS holders.

53. Every county in the country maintains records of who owns land within its borders, of transfers of ownership in real property, and of related mortgages or deeds of trust. In order to protect ownership interests, take clear title to property, and adjust claims among competing creditors filing liens against the property, fully executed, original documents must be recorded in a county recording office, establishing the source and timing of a person's ownership interests in that property. These documents must include a description of both the property and the parties that transfer the property.

54. When an individual purchases a home using a Mortgage Loan, at least the following documents are created: (i) a promissory note establishing the mortgagor's personal liability ("Mortgage Note"), (ii) a mortgage evidencing the lender's interest in the underlying collateral ("Mortgage" or "Deed of Trust"), and (iii) if the mortgage is transferred, proper assignments of the Mortgage Note and the Mortgage. Without the Mortgage Note, a Mortgage secures no debt; while without the Mortgage, the Mortgage Note is simply an unsecured debt obligation.

55. As a general matter, there are several methods in which a Mortgage Note can be transferred, including: (i) via a contract and sale, which is governed by the common law of contracts, or (ii) if a Mortgage Note is considered a negotiable instrument (which is not clear as a matter of law), it could be negotiated via Article 3 of the Uniform Commercial Code ("UCC") – Article 3 requires endorsement and the physical delivery of the note. However, under Delaware law, which applies to the Covered Trusts, the agreement that governs a transfer of debt can establish heightened requirements that must be complied with in order to affect the transfer. As discussed above, the Governing Agreements dictate the terms of the transfer of the Mortgage Loans (including the Mortgage Note) from the Depositor to the Trustee; and the MLPA governs their transfer from the Seller to the Depositor. These agreements purport to treat Mortgage Notes as negotiable instruments, but also impose heightened requirements that must be satisfied to complete their transfer. The Mortgage itself is a transfer of an interest in real property, and must be assigned and recorded in accordance with the law of the place where the property is located. States generally require a signed writing in order to transfer an interest in real property.

56. If the Mortgage Note and Mortgage are not properly transferred to the Trust, then the Trust cannot foreclose on a borrower that falls into default. This is because only the person who (currently) holds both documents has standing to enforce the mortgage in a foreclosure action. It is therefore significant that a number of Courts have refused to recognize written assignments of the individual notes or mortgages to a securitization trust that occur only after a foreclosure proceeding has begun.

57. Additionally, if the transfer of a Mortgage is not recorded with the proper county authority, the holder of the Mortgage may then lose its place as the first lien on the underlying property. This means that if there are junior mortgagees or other creditors who have properly

recorded their liens, they will have the right to payment from a sale of the underlying property before the Trust can recover from the foreclosure sale. As such, even if a note is properly transferred, it has value only if the corresponding mortgage has been properly recorded.

58. Moreover, as the Congressional Oversight Report describes, several other states have acted to prohibit, or limit, the foreclosure of Mortgages with irregularities that are similar to the irregularities in Mortgage Loans underlying the Covered Trusts:

- In New York, the court system now requires that those initiating residential foreclosure actions must file a new affirmation to certify that an appropriate employee has personally reviewed the documents and papers filed in the case and confirmed both the factual accuracy of these court filings and the accuracy of the notarizations contained therein.

- In California, a non-judicial foreclosure state, the attorney general sent a letter to JPMorgan Chase demanding that the firm stop all foreclosures unless it could demonstrate that all foreclosures had been conducted in accordance with California law. The attorney general also called on all other lenders to halt foreclosures unless they can demonstrate compliance with California law.

- In Arizona, which is also a non-judicial foreclosure state, the attorney general sent letters to several servicers implicated in the robo-signing scandals to demand a description of their practices and any remedial actions taken to address potential paperwork irregularities. The attorney general wrote that if any employees or agents used any of the questionable practices in connection with conducting a trustee's sale or a foreclosure in Arizona, such use would likely constitute a violation of the Arizona Consumer Fraud Act, and the attorney general would have to take appropriate action.

- In Ohio, in addition to his lawsuit against GMAC, the attorney general filed an *amicus curiae* brief in an individual foreclosure case asking the court to consider evidence that GMAC committed fraud that tainted the entire judicial process and to consider sanctioning GMAC. The attorney general also sent a letter to 133 Ohio judges asking them for information on any cases involving the robo-signer Xee Moua. In addition, he asked Wells Fargo Bank to vacate any foreclosure judgments in Ohio based on documents that were signed by robo-signers and to stop the sales of repossessed properties.

- In The District of Columbia, Attorney General Peter Nickles announced that foreclosures cannot proceed in the District of Columbia unless a mortgage deed and all assignments of the deed are recorded in public land records, and that foreclosures relying on MERS would not satisfy the requirement. MERS

responded the next day by issuing a statement that their procedures conform to the laws of the District of Columbia and encouraged their members to contact them if they experience problems with their foreclosures.

- In Connecticut, the attorney general started investigating GMAC/Ally and demanded that the company halt all foreclosures. He also asked the company to provide specific information relating to its foreclosure practices. In addition, the attorney general asked the state Judicial Department to freeze all home foreclosures for 60 days to allow time to institute measures to assure the integrity of document filings. The Judicial Department refused this request.

59. Similarly, as a result of a report by New Jersey Legal Services to the New Jersey Supreme Court documenting irregularities in foreclosure proceedings – which was supported by extensive depositions and documentary evidence, including from lawyers and other participants in the foreclosure of securitized loans – New Jersey issued an Administrative Order amending its Court rules, provided a warning to the foreclosure Bar and issued an order to show cause to the major servicers of securitized mortgage loans. This report explained that many of the foreclosure abuses, such as robo-signing and the use of false affidavits, occurred to compensate for legal defects in the chain of assignments of securitized Mortgage Loans to their Trusts, and generally arose as the securitization participants cut corners to save costs. As the report explained:

> A foreclosing plaintiff must show (1) that it holds the note, and (2) that the mortgage was either made to it or assigned to it in writing. N.J.S.A. 46:9-9. ***Lenders no longer routinely execute or record Assignments of Mortgage when a loan is transferred because they regard it as unnecessary unless there is a default and too costly and time consuming to do in every case.*** See Exhibit Q in which a foreclosure attorney explains in a submission to the Court that; "The assignee performs its due diligence, bulk transfer agreements are executed, money is wired, and on a date certain the proverbial 'switch is flipped' wherein the assignee takes over regardless of the execution of a formal, legal assignment for each and every loan. By way of example, one large national mortgage servicer recently purchased 1.3 million loans from another large servicer. Even if it took one minute per assignment to execute (which itself is a stretch) it would take over ten years to execute all the resulting assignments is [sic] same were executed at the rate of 40 hours per week." ***So typically at the time the lender makes a decision to foreclose it is not the record mortgagee. To correct that defect, the***

> ***attorney for the foreclosing mortgagee or the servicer of the loan will create an Assignment of Mortgage for the purposes of litigation which is in turn signed by a robo-signer. Documents recorded with a public official are self executing and have special evidential status and therefore are especially pernicious. Usually the assignment purports not only to assign the mortgage but also the note or underlying obligation. The assignment of the note nearly always contradicts other documents which indicate that the note was transferred at different times and in different manners or not at all.***

(Emphasis added).

60. One of the flawed practices for assigning mortgages cited by the New Jersey Legal Services report was where assignments appeared to have been executed and notarized in blank -- a practice that appears to have been common for the transfer into the Covered Trusts.

61. Likewise, a joint report entitled "Interagency Review of Foreclosure Policies and Practices" issued by the Federal Reserve, the FDIC, the Office of Thrift Supervision and the Office of the Comptroller further confirmed these abuses. In the report, the regulators stated: "The Federal Reserve System, the Office of the Comptroller of the Currency (OCC), the Federal Deposit Insurance Corporation (FDIC), and the Office of Thrift Supervision (OTS), referred to as the agencies, conducted on-site reviews of foreclosure processing at 14 federally regulated mortgage servicers during the fourth quarter of 2010." Significantly, in the report, the regulators stated that its review of the mortgage servicers' loan files showed that there may be "***disputes over note ownership or authority to foreclose***." Report, at 6 (emphasis added). The regulators also noted "***concerns about the prevalence of irregularities in the documentation of ownership [that] may cause uncertainty for investors of securitized mortgages***." *Id.* (emphasis added).

62. Even more recently, an audit performed at the direction of the City and County of San Francisco's Office of the Assessor-Recorder, found that a majority of the Mortgage Loans examined had one or more of the following issues with respect to assignments:

- Two or more conflicting, recorded assignments of the Deed of Trust purporting to transfer ownership of the Deed of Trust to two or more separate entities, thereby undermining the legal validity of either assignment;

- Contradictions between documents filed in the County Recorder's Office and federal securities filings in connection with securitization transactions concerning who is the true, current owner of the loans;

- Assignments improperly executed by an employee of the Servicer or Trustee rather than the original or prior owner of the loan; and

- Assignments with respect to which the assignee also signed as assignor.

63. In the latter two cases, the audit stated that it was likely that "the chain of title to such loans ha[d] been broken and the written transfers from the original owners . . . d[id] not exist."

IV. Defendants Failed To Discharge Their Critical Duties

64. Despite the Covered Trusts' high default rates and poor performance, Defendants failed to perform critical duties necessary to protect the Covered Trusts, Plaintiff and Class members.

A. Failure To Ensure Proper Transfer Of The Mortgage Loans To The Covered Trusts

65. LaSalle breached its contractual duties under the Governing Agreements, and its obligations under the TIA – first and foremost – by failing to ensure that the Mortgage Loans were properly transferred to the Covered Trusts and that those transfers were properly recorded. BOA, as successor Trustee by merger to LaSalle, is liable to MBS holders for this breach.

66. The high incidence of Mortgage Loan documentation defects likely explains, in part, why there are so many Mortgage Loans in the Covered Trusts that are 90 days or more delinquent, but not yet foreclosed and sold – neither the Trustee, nor the Servicer acting on its

behalf, can readily foreclose on those loans, if faced with a borrower's objection, as in the cases cited above.

B. Failure To Enforce The Seller's Obligation To Cure, Substitute Or Repurchase Defective Mortgage Loans

67. Defendants have had considerable knowledge of the defects in the Mortgage Loans, the breaches of WAAC's and the Seller's representations and warranties, and the harm that this has caused the MBS holders. As discussed herein, Defendants knew:

- from at least reviewing the Mortgage Loan Files, and/or from their attempts to foreclose on Mortgage Loans, that the Mortgage Loans had not been properly transferred to the Covered Trusts;
- from at least reviewing the Mortgage Loan Files, and/or from their attempts to foreclose on Mortgage Loans, that the Mortgage Loan Files were incomplete;
- from at least the high rate of delinquent and defaulted Mortgage Loans in the Covered Trusts, from the publicly disclosed investigations of WaMu, and from newspaper articles reporting similar facts, that many of the Mortgage Loans in the Covered Trusts did not comply with the Seller's representations and warranties concerning their underwriting quality; and
- from at least the Covered Trusts' poor performance, and from their attempts to foreclose on Mortgage Loans, that MBS holders were being harmed by the defects in the Covered Trusts' Mortgage Loans.

68. Despite all of that, Defendants failed to take any action to protect the MBS holders, as they were required to do. In particular, they did not enforce their rights to have the Seller repurchase Mortgage Loans or notify MBS holders of the many defaulted obligations.

C. Negligent Review Of Loan Files For Missing, Incomplete And Defective Documentation

69. Defendants also breached their contractual duties under the Governing Agreements, by performing their contractual duties in a negligent manner. Particularly, Defendants negligently reviewed the loan files for missing, incomplete and defective documentation.

70. The fact that there was a missing link in the chain of endorsements from the originator to LaSalle or the successor Trustees, BOA and U.S. Bank, or that there was no duly executed and recorded assignment of a mortgage to LaSalle or the successor Trustees, BOA and U.S. Bank, among other things, would have been obvious to a reasonably competent Trustee performing its contractual duties with due care. By failing to identify these obvious defects in the documentation of the Mortgage Loan Files, or to require that these defects be corrected, Defendants breached their contractual duties.

D. Failure To Exercise Rights And To Perform Duties In A Manner That Benefited And Effectively Protected MBS Holders

71. Defendants are also liable for failing to exercise their powers under the Governing Agreements, and to perform their duties, in a manner that benefited and effectively protected MBS holders. Defendants have had notice of events, including the many delinquent and defaulted mortgages in the Covered Trusts, indicating that the Seller has not satisfied its material obligations under the Governing Agreements, and that WaMu, as Servicer, has not required the Seller to perform its obligations, and yet Defendants have failed to provide the technical notice of default which they must recognize would require them to exercise additional powers, as Trustee, to protect MBS holders. Indeed, Defendants have not even provided notice of the defaults to MBS holders as required under the Governing Agreements, so that they could take steps to protect their own interests. Defendants have thereby effectively denied MBS holders their expected consideration under the Governing Agreements.

72. Moreover, by failing to ensure that the Covered Trusts simply have good title to the Mortgage Loans, Defendants have impaired their ability to recover losses for those Mortgage Loans where borrowers have ceased making payments, or for those Mortgage Loans that did not

comply with the underwriting criteria described in the Seller's representations and warranties to begin with.

73. To the extent that Defendants failed to institute suit against WAAC and/or the Seller because such a suit would expose them to liability for their own misconduct under the TIA and Governing Agreements, Defendants violated their duty of loyalty as well as due care.

V. Defendants Are Responsible To MBS Holders For The Credit Losses In The Trusts

74. Defendants' failure to enforce the Covered Trusts' repurchase rights, and their violations of their other contractual and statutory duties, along with their negligence, have caused the MBS holders to suffer millions of dollars in losses. Significant documentation deficiencies in the Mortgage Loan Files have delayed foreclosures, contributing to delinquencies in the payments owed to the Covered Trusts, which led to a decline in the value of the WaMu MBS. In addition, many of the Mortgage Loans conveyed to the Covered Trusts did not comply with WaMu's representations and warranties, but were instead of a lower quality, which led to defaults in the principal and interest payments owed to the Covered Trusts, and to a decline in the value of the WaMu MBS. Had Defendants performed their duties, in particular had they adequately reviewed the Mortgage Loan Files and enforced WaMu's obligation to cure, substitute, or repurchase Mortgage Loans with document deficiencies or that breached the representations and warranties, the foregoing declines in the value of the WaMu MBS would not have occurred.

VI. MBS Holders May Sue Defendants As Trustee

75. The Governing Agreements provide certain limitations on the rights of MBS holders, which are not, however, applicable to this lawsuit. More specifically, PSA Section 10.03 purports to limit the right of MBS holders to bring a lawsuit relating to the Governing

Agreements "unless such Holder previously shall have given the Trustee a written notice of default and of the continuance thereof, as hereinbefore provided, and unless also the Holders of Certificates evidencing Percentage Interests aggregating not less than 25% of REMIC III shall have made written request upon the Trustee to institute such action, suit or proceeding in its own name as Trustee hereunder and shall have offered to the institution acting as Trustee, both in its individual capacity and as 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."

76. However, PSA Section 10.03 is not applicable to this lawsuit because, under the TIA and Delaware law, "no action" clauses do not apply to actions by MBS holders against Trustees for their own wrongdoing. This is not a situation where the MBS holders are demanding that Defendants initiate a suit in their own name to enforce the rights and obligations under the Governing Agreements. Rather, this is an instance where the MBS holders are bringing an action ***against*** Defendants for breaching their statutory and contractual obligations under the Governing Agreements, and for acting with gross negligence when performing their duties. Because this is not an "action, suit or proceeding" that Defendants are capable of bringing in their own name as Trustee under the Governing Agreements, PSA Section 10.03 does not apply and does not bar Plaintiff from proceeding with this lawsuit.

77. Further, PSA Section 8.01(c) states that "[n]o 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."

CLASS ACTION ALLEGATIONS

78. Plaintiff bring this class action on behalf of a class consisting of all current and former investors who acquired the WaMu MBS for the Covered Trusts listed on Exhibit A, for which Defendants served as Trustee, and suffered losses as a result of Defendants' misconduct alleged herein (the "Class"). Excluded from the Class are Defendants, WaMu, WAAC, other WaMu affiliates, and JP Morgan Chase, any of their related entities or affiliates, their officers and directors, their legal representatives, successors or assigns and any entity in which Defendant, WaMu, WAAC, other WaMu affiliates, or JP Morgan Chase has or had a controlling interest.

79. The members of the Class are so numerous that joinder of all members is impractical. While the exact number of Class members is unknown to Plaintiff at this time and can only be ascertained through appropriate discovery, Plaintiff believes that there are hundreds of members in the proposed Class. Record owners and other members of the Class may be identified from records maintained by Defendants and may be notified of the pendency of this action by mail, using the form of notice similar to that customarily used in securities class actions.

80. Plaintiff's claims are typical of the claims of the members of the Class as they all purchased MBS based upon a Governing Agreement substantially in the form of Exhibit C, and Defendants' misconduct was substantially the same with respect to all persons investing in the Covered Trusts, causing all members to suffer similar harm as a result. Thus, all members of the Class are similarly affected by Defendants' statutory and contractual breaches, as well as their negligence, that are complained of herein.

81. Plaintiff will fairly and adequately protect the interests of the members of the Class and has retained counsel competent and experienced in class and mortgage backed securities litigation.

82. Common questions of law and fact exist as to all members of the Class and predominate over any questions solely affecting individual members of the Class. Among the questions of law and fact common to the Class are:

- whether Defendants breached their contractual duties to MBS holders under the Governing Agreements by systemically failing to properly review the loan files for the Mortgage Loans and identify Mortgage Loans for which there was missing, defective or incomplete documentation, and by failing to require the Seller to cure those deficiencies;
- whether Defendants violated the TIA by:
  - failing to timely inform MBS holders of breaches of the Governing Agreements; and
  - after an event of default, failing to exercise their rights and powers under the Governing Agreements as a prudent person;
- whether Defendants were negligent when carrying out their duties and obligations under the Governing Agreements; and
- whether and to what extent members of the Class have suffered damages as a result of Defendants' breach of their statutory and contractual duties and the proper measure of damages.

83. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy since joinder of all Class members is impracticable. There will be no difficulty in the management of this action as a class action.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(Violation of the Trust Indenture Act of 1939, 53 Stat. 1171)

84. Plaintiff repeats and realleges each and every allegation set forth in the preceding paragraphs above as if fully set forth herein.

85. Congress enacted the Trust Indenture Act of 1939 ("TIA"), 53 Stat. 1171, 15 U.S.C. §77aaa, *et seq*., to ensure, among other things, that investors in certificates, bonds, and similar instruments have adequate rights against, and receive adequate performance from, the responsible trustees. 15 U.S.C. §77bbb. The Covered Trusts' Governing Agreements are "indentures," and each of the Defendants is an "indenture trustee," within the meaning of the TIA. 15 U.S.C. §77ccc(7), (10). Moreover, the TIA applies to and is deemed to be incorporated into the Governing Agreements, and the related MBS. 15 U.S.C. §77ddd(a)(1). Defendants violated multiple provisions of the TIA.

86. First, the TIA requires that Defendants inform MBS holders of breaches of the Governing Agreements within ninety days after their occurrence. 15 U.S.C. §77ooo(b) (citing 15 U.S.C. §77mmm(c)). Here, there were numerous defaults, including the failure of the Seller and Depositor to cure defects in the Mortgage Loan Files and/or to substitute conforming loans for the defective loans in the Covered Trusts. Given the great importance of those defaults to the MBS holders' interests, Defendants had no good faith reason for failing to provide notice of those defaults. Accordingly, by failing to provide such notice, Defendants violated the TIA.

87. Second, in case of default, the TIA requires that Defendants exercise their rights and powers under the Governing Agreements as a prudent person would, under those circumstances, in the conduct of his own affairs. 15 U.S.C. §77ooo(c). Again, given the obvious

importance of the defaults set forth in the preceding paragraph and herein, which impaired the rights of MBS holders to collect their full principal and interest and which reduced the value of the MBS, any prudent person under those circumstances would have exercised all of his rights to, among other things, obtain complete Mortgage Loan Files, cure any defects in the Mortgage Loan Files and/or substitute conforming loans, and a prudent person would have exercised those rights promptly. Indeed, with the number of delinquent and defaulting mortgages in the Covered Trusts increasing, as a result, *inter alia*, of such defects, the MBS holders could have been protected from the resulting losses only through the Trustee's exercise of those rights – which were designed precisely to limit the number of delinquent and defaulting mortgages in the Covered Trusts. By failing to exercise their rights in those circumstances, Defendants violated the TIA.

88. Defendants are liable to Plaintiff and the Class for damages incurred as a result of their violations of the TIA.

SECOND CAUSE OF ACTION

(Breach of Contract)

89. Plaintiff repeats and realleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

90. As set forth in detail above, the MBS incorporated the Governing Agreements, and the Governing Agreements as a matter of law incorporate the provisions of the TIA. Under these contracts, and at common law, Defendants owed the MBS holders a duty to perform certain acts, including, without limitation:

(a) to take all necessary steps to perfect the ownership rights in the Mortgage Notes and collateral for the Covered Trusts, and to ensure that other parties to the

Governing Agreements performed their responsibilities to permit these rights to be perfected;

(b) to review the Mortgage Loan Files to ensure that the Mortgage Loans were properly documented and publicly filed, and that there were no missing, incomplete or defective documents in the loan files, and where documents were missing, incomplete and defective to take reasonable acts to cause the other parties to the Governing Agreements to correct these Mortgage Loan irregularities;

(c) to review the endorsements to the original Mortgage Notes to ensure that there was a complete chain of endorsements from the Seller or the originator to the Trustee for the Covered Trusts, and where endorsements were missing, to take reasonable steps to ensure that the endorsements were obtained by or from other parties to the Governing Agreements;

(d) to review the loan files to ensure that there was a duly executed assignment of mortgage for each of the Mortgage Loans in the Covered Trusts, and where assignments were missing to take reasonable acts to ensure that the necessary assignments were obtained by or from other parties to the Governing Agreements;

(e) to identify those Mortgage Loans for which there was missing, defective and/or incomplete documentation, and where defective and/or incomplete documentation was identified to take reasonable steps to ensure that the irregularities were corrected by other parties to the Governing Agreements, and that the mortgages and assignments were properly filed in the land records.

91. Defendants' breach of their duties set forth in the Governing Agreements as described above, meant that Plaintiff and the MBS holders did not receive the consideration they

bargained for, *i.e.*, they did not receive securities that were collateralized by enforceable Mortgage Loans. These violations reduced collections on the Mortgage Loans in the Covered Trusts, diminished the MBS' value, and caused Plaintiff's and the Class' losses, including on sales of MBS, that Defendants rather than MBS holders should bear.

92. In addition, once an event of default occurred under the Governing Agreements, or a default occurred under the TIA, Defendants had the obligation to exercise all rights and powers vested in them by the Governing Agreements, and to use the same degree of care and skill in their exercise as a prudent man would, under those circumstances, in the conduct of his own affairs.

93. An "Event of Default" occurs under several situations defined in the Governing Agreements, including PSA § 7.01(a)(ii):

> Failure on the part of the Servicer duly to observe or perform in any material respect any other of the covenants or agreements on the part of the Servicer contained in the Certificates or in this Agreement which continues unremedied for a period of 60 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Servicer by the Trustee, or to the Servicer and the Trustee by the Holders of Certificates evidencing Percentage Interests aggregating not less than 25% of REMIC III.

94. There were material breaches of the Governing Agreements, including by the Servicer to, for example:

(a) notify the Trustee and others of breaches of the representations and warranties that applied to the mortgages in the Covered Trusts;
(b) maintain accurate and adequate loan and collateral files in a manner consistent with prudent mortgage servicing standards;
(c) demand that deficient mortgage records be cured;
(d) avoid unnecessary servicing fees and overcharging for its services; and
(e) place the interests of the MBS holders before its own interests.

95. Defendants, and their responsible officers, had notice of these and other defaults, through, among other things, defaults and delinquencies in the Covered Trusts, foreclosure actions brought on behalf of the Covered Trusts, and, more recently, widespread news coverage of foreclosure fraud.

96. These Events of Default impaired the rights of MBS holders to collect their full principal and interest, and reduced the value of the MBS. Accordingly, under those circumstances, a prudent person would have exercised all of its rights to recover for those Events of Default, and would have done so promptly. By failing to take such action, Defendants breached the Governing Agreements.

97. Defendants are liable to Plaintiff and the Class for the losses they suffered as a direct result of Defendants' failure to perform their contractual obligations under the Governing Agreements.

THIRD CAUSE OF ACTION

(Breach of Implied Covenant of Good Faith and Fair Dealing)

98. Plaintiff repeats and realleges each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

99. Delaware law implies an obligation of good faith and fair dealing in all contracts. That obligation requires that no party to a contract do anything that will destroy or injure the right of another party to receive the benefits of the contract. Defendants breached the implied covenant of good faith and fair dealing in the Governing Agreements.

100. As set forth above, Defendants had notice that WaMu, WAAC, and the Seller had breached their obligations under the Governing Agreements through: their review of the Mortgage Loan Files, foreclosure actions in which they were involved, public investigations,

lawsuits, and media coverage. The public investigations, lawsuits and media coverage also put Defendants on notice that WaMu, WAAC, and the Seller faced significant legal and financial difficulties.

101. By failing to take action to protect the MBS holders' interests under those circumstances, which indicated that the Covered Trusts' assets and ability to recover losses were being greatly depleted, Defendants frustrated the MBS holders' rights to their consideration under the Governing Agreements.

102. Defendants are liable to Plaintiff and the Class for the losses they suffered as a direct result of its breach of the covenant of good faith and fair dealing.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

A. Awarding compensatory damages and/or equitable relief in favor of Plaintiff and the Class against Defendants for breaches of their statutory and contractual duties in an amount to be proven at trial, including interest thereon;

B. Awarding Plaintiff its reasonable costs and expenses incurred in this action, including counsel fees and expert fees; and

C. Such other relief as the Court may deem just and proper.

JURY DEMAND

Plaintiff demands a trial by jury on all claims so triable.

Dated: April 11, 2012

SCOTT+SCOTT LLP

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Counsel for Plaintiff

EXHIBIT A

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WAMU 2006-AR6
WAMU 2006-AR7
WAMU 2006-AR8
WAMU 2006-AR9
WAMU 2006-AR10
WAMU 2006-AR11
WAMU 2006-AR12
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WAMU 2007-HY3
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WMALT 2006-AR10

Policemen's Annuity and Benefit Fund of the City of Chicago

Transactions in WaMu MBS Trusts

WaMu Mortgage Pass-Through Certificates Series 2006 AR-16

TRADE DATE	ACTION BUY/SELL	CUSIP	AMOUNT	PRICE
11/09/2006	BUY	92925G-AP8	25, 940	$99.50
11/09/2006	BUY	92925G-AQ6	12, 960	$98.56
11/09/2006	BUY	92925G-AR4	8, 000	$96.29
11/09/2006	BUY	92925G-AL7	40, 000	$99.88
11/09/2006	BUY	92925G-AN3	12, 600	$96.93
11/15/2006	BUY	92925G-AC7	81, 500	$99.71
08/21/2008	SELL	92925G-AC7	55, 067	$90.00
01/29/2009	SELL	92925G-AN3	12, 584	$1.31
01/29/2009	SELL	92925G-AQ6	12, 939	$2.50
01/29/2009	SELL	92925G-AR4	7, 987	$1.84
01/30/2009	SELL	92925G-AL7	39, 946	$4.25
01/30/2009	SELL	92925G-AP8	25, 898	$4.25

WaMu Mortgage Pass-Through Certificates WMALT Series 2006 AR-1

TRADE DATE	ACTION BUY/SELL	CUSIP	AMOUNT	PRICE
11/09/2006	BUY	92925G-AM5	20, 000	$99.08
01/29/2009	SELL	92925G-AM5	19, 974	$2.18

WaMu Mortgage Pass-Through Certificates WMALT Series 2007 HY-1

TRADE DATE	ACTION BUY/SELL	CUSIP	AMOUNT	PRICE
01/23/2007	BUY	92925V-AK6	47, 700	$100.93
08/15/2007	BUY	92925V-AA8	25, 122	$98.59
05/02/2008	SELL	92925V-AK6	47, 700	$82.56
08/28/2008	SELL	92925V-AA8	22, 510	$66.00

WaMu Mortgage Pass-Through Certificates Series 2006 AR-12

TRADE DATE	ACTION BUY/SELL	CUSIP	AMOUNT	PRICE
06/02/2008	BUY	93363N-AA3	1, 829	$100.38
07/09/2009	SELL	93363N-AA3	1, 804	$72.31

WaMu Mortgage Pass-Through Certificates Series 2007 HY-7

TRADE DATE	ACTION BUY/SELL	CUSIP	AMOUNT	PRICE
10/02/2007	BUY	93364F-AG6	53, 370	$99.83
07/22/2008	SELL	93364F-AG6	49, 494	$78.38

WaMu Mortgage Pass-Through Certificates WMALT Series 2006-5

TRADE DATE	ACTION BUY/SELL	CUSIP	AMOUNT	PRICE
06/27/2006	BUY	93934N-AC9	20, 000	$99.47
03/19/2008	SELL	93934N-AC9	15, 820	$88.00

Washington Mutual Mortgage Pass-Through Certificates, WMALT Series 2006-5

Form 8-K - EX-4.1, filed on Jul 14, 2006

Exhibits

Click here for printer-friendly pdf version of this document with page breaks as indicated in the Table of Contents

If above link does not activate, you will find the duplicate printer-friendly pdf version of this document attached to this filing submission with the SEC.

EXHIBIT 4.1

EXECUTION VERSION

WaMu ASSET ACCEPTANCE CORP.,

as Depositor

and

WASHINGTON MUTUAL BANK,

as Servicer

and

LASALLE BANK NATIONAL ASSOCIATION,

as Trustee

and

CHRISTIANA BANK & TRUST COMPANY,

as Delaware Trustee

POOLING AND SERVICING AGREEMENT

$1,436,277,033.00

Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust

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WaMu Asset Acceptance Corp.

Washington Mutual Mortgage Pass-Through Certificates

WMALT Series 2006-5

Cut-Off Date: June 1, 2006

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Appendix 1	Definition of Class LT Principal Reduction Amounts
Exhibit A	Form of Certificates (other than Class R Certificates)

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Exhibit B	Form of Class R Certificates
Exhibit C	[Reserved]
Exhibit D	Mortgage Loan Schedule
Exhibit E	[Reserved]
Exhibit F	[Reserved]
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Exhibit H	Form of Additional Matter Incorporated Into the Certificates
Exhibit I	Transferor Certificate
Exhibit J	Transferee Affidavit And Agreement
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Exhibit L	Form of Investment Letter
Exhibit M	Form of Trustee's Certification Pursuant to Section 2.07
Exhibit N	Officer's Certificate With Respect to ERISA Matters Pursuant to Section 5.01(d)
Exhibit O	Officer's Certificate With Respect to ERISA Matters Pursuant to Section 5.01(g)
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This Pooling and Servicing Agreement, dated as of June 1, 2006 (this "Agreement"), is by and among WaMu Asset Acceptance Corp., as depositor (the "Company"), Washington Mutual Bank, as Servicer, LaSalle Bank National Association, as Trustee, and Christiana Bank & Trust Company, as Delaware Trustee. Capitalized terms used in this Agreement and not otherwise defined have the meanings ascribed to such terms in Article I hereof.

PRELIMINARY STATEMENT

The Company at the Closing Date is the owner of the Mortgage Loans and the other property being conveyed by it to the Trust. On the Closing Date, the Company will acquire the REMIC I and REMIC II Regular Interests, the Class PPP Certificates and the Class R-1 and Class R-2 Residual Interests from the Trust as consideration for its transfer to the Trust of the Mortgage Loans and certain other assets and will be the owner of the REMIC I and REMIC II Regular Interests, the Class PPP Certificates and the Class R-1 and Class R-2 Residual Interests. Thereafter on the Closing Date, the Company will acquire the REMIC III Regular Interests and the Class R-3 Residual Interest from the Trust as consideration for its transfer to the Trust of the REMIC I and REMIC II Regular Interests and will be the owner of the REMIC III Regular Interests and the Class R-3 Residual Interest. Thereafter on the Closing Date, the Company (i) will acquire the Class 1-A-4, Class 1-A-7, Class 1-A-12 and Class 2-CB-2 Certificates as consideration for its transfer to the Trust of the Class 1-A-4-M, Class 1-A-7-M, Class 1-A-12-M and Class 2-CB-2-M Regular Interests and (ii) will acquire the Group 3 Certificates as consideration for its transfer to the Trust of the Group 3-L Regular Interests. The Company has duly authorized the execution and delivery of this Agreement to provide for (i) the conveyance to the Trust of the Mortgage Loans and certain other assets, (ii) the issuance to the Company of the REMIC I and REMIC II Regular Interests and the Class R-1 and Class R-2 Residual Interests representing in the aggregate the entire beneficial interest in REMIC I and REMIC II, and the Class PPP Certificates, (iii) the conveyance to the Trust of the REMIC I and REMIC II Regular Interests, (vi) the

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issuance to the Company of the REMIC III Regular Interests and the Class R-3 Residual Interest, representing in the aggregate the entire beneficial interest in REMIC III, (iv) the conveyance to the Trust of the Group 3-L Regular Interests, (v) the issuance to the Company of the Group 3 Certificates, (v) the conveyance to the Trust of the Class 1-A-4-M, Class 1-A-7-M, Class 1-A-12-M and Class 2-CB-2-M Regular Interests and (vi) the issuance to the Company of the Class 1-A-4, Class 1-A-7, Class 1-A-12 and Class 2-CB-2 Certificates. The Company and the Servicer are entering into this Agreement, and the Trustee and the Delaware Trustee are each accepting the trust created hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

The Certificates issued hereunder, other than the Junior Subordinate Certificates, have been offered for sale pursuant to a Prospectus, dated January 6, 2006, and a Prospectus Supplement, dated June 27, 2006, of the Company (together, the "Prospectus"). The Junior Subordinate Certificates have been offered for sale pursuant to a Private Placement Memorandum, dated June 29, 2006. The Trust created hereunder is the "Trust" described in the Prospectus and the Private Placement Memorandum and the Certificates are the "Certificates" described therein. The following tables set forth the designation, type of interest, Certificate Interest Rate, initial Class Principal Balance and Final Maturity Date for the REMIC I Regular Interests, the REMIC II Regular Interests, the REMIC III Regular Interests and the Class R Residual Interests:

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REMIC I Interests

Class Designation for each Class of REMIC I Regular Interests and the Class R-1 Residual Interest	Type of Interest	Certificate Interest Rate (1)	Initial Class Principal Balance	Final Maturity Date*
Class 1-A-1-L	Regular	6.000%	$ 110,000,000.00	July 2036
Class 1-A-2-L	Regular	6.000%	22,700,000.00	July 2036
Class 1-A-3-L	Regular	6.000%	72,459,600.00	July 2036
Class 1-A-5-L	Regular	6.000%	17,960,000.00	July 2036
Class 1-A-6-L	Regular	6.000%	11,740,000.00	July 2036
Class 1-A-7-L	Regular	6.000%	12,500,000.00	July 2036
Class 1-A-8-L	Regular	5.750%	7,500,000.00	July 2036
Class 1-A-9-L	Regular	6.250%	7,500,000.00	July 2036
Class 1-A-10-L	Regular	6.000%	22,932,600.00	July 2036
Class 1-A-11-L	Regular	6.000%	14,500,000.00	July 2036
Class 1-A-12-L	Regular	6.000%	4,940,000.00	July 2036
Class 1-A-13-L	Regular	6.000%	1,000,000.00	July 2036
Class 1-A-14-L	Regular	6.000%	2,370,200.00	July 2036
Class 2-CB-1-L	Regular	6.000%	144,190,000.00	July 2036
Class 2-CB-2-L	Regular	6.000%	66,846,000.00	July 2036
Class 2-CB-3-L	Regular	6.000%	44,564,000.00	July 2036
Class 2-CB-5-L	Regular	6.500%	7,536,000.00	July 2036
Class 2-CB-6-L	Regular	6.000%	45,860,700.00	July 2036
Class 2-CB-7-L	Regular	6.000%	49,255,300.00	July 2036
Class 2-CB-8-L	Regular	6.000%	4,383,000.00	July 2036
Class 2-CB-9-L	Regular	6.500%	6,144,000.00	July 2036
Class 2-CB-P-L	Regular	(2)	1,140,000.00	July 2036
Class 4-A-1-L	Regular	6.000%	44,164,709.00	July 2036
Class 4-A-2-L	Regular	6.000%	2,032,685.00	July 2036
Class C-X-L	Regular	6.500% (3)	-----	July 2036
Class C-P-L	Regular	(2)	2,557,465.00	July 2036
Class L-B-1-L	Regular	6.000%	19,514,000.00	July 2036
Class L-B-2-L	Regular	6.000%	8,585,000.00	July 2036
Class L-B-3-L	Regular	6.000%	4,682,000.00	July 2036
Class L-B-4-L	Regular	6.000%	4,682,000.00	July 2036
Class L-B-5-L	Regular	6.000%	3,512,000.00	July 2036
Class L-B-6-L	Regular	6.000%	2,734,976.00	July 2036
Class R-1†	Residual	6.000%	100.00	July 2036

* The Distribution Date in the specified month, which is the month following the month in which the latest maturing Mortgage Loan in the related Loan Group (or Loan Groups, as applicable) matures. For federal income tax purposes, for each Class of REMIC I Regular and Residual Interests, the

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"latest possible maturity date" shall be the Final Maturity Date.

† The Class R-1 Residual Interest is entitled to receive the applicable Residual Distribution Amount and any Groups 1, 2 & 4 Excess Liquidation Proceeds.

(1) Interest distributed on each Distribution Date to the REMIC I Regular Interests (other than the Class C-P-L Regular Interest) will have accrued at the applicable per annum Certificate Interest Rate on the applicable Class Principal Balance or Class Notional Amount outstanding immediately before such Distribution Date.

(2) The Class 2-CB-P-L and Class C-P-L Regular Interests shall not be entitled to receive any distributions of interest.

(3) The Class C-X-L Regular Interest shall accrue interest on the Class C-X Notional Amount. The Class C-X-L Regular Interest shall not be entitled to receive any distributions of principal.

As provided herein, with respect to REMIC I, the Servicer will cause an election to be made on behalf of REMIC I to be treated for federal income tax purposes as a REMIC. The REMIC I Regular Interests will be designated regular interests in REMIC I and the Class R-1 Residual Interest will be designated the sole class of residual interest in REMIC I, for purposes of the REMIC Provisions.

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REMIC II Interests

Class Designation for each REMIC II Regular Interest and the Class R-2 Residual Interest	Type of Interest	Certificate Interest Rate (1)	Initial Class Principal Balance	Final Maturity Date*
Class LT1	Regular	Variable (2)	$655,687,819.87	July 2036
Class LT2	Regular	Variable (2)	28,479.88	July 2036
Class LT3	Regular	(3)	37,099.17	July 2036
Class LT4	Regular	Variable (4)	37,099.17	July 2036
Class R-2 (5)	Residual	-----	-----	July 2036

* The Distribution Date in the specified month, which is the month following the month in which the latest maturing Group 3 Loan matures. For federal income tax purposes, for each Class of REMIC II Regular and Residual Interests, the "latest possible maturity date" shall be the Final Maturity Date.

(1) Interest distributed to the REMIC II Regular Interests (other than the Class LT3 Regular Interest, which shall not be entitled to receive any distributions of interest) on each Distribution Date will have accrued at the applicable per annum Certificate Interest Rate on the applicable Class Principal Balance outstanding immediately before such Distribution Date.

(2) For each Distribution Date, the Certificate Interest Rate on the Class LT1 and Class LT2 Regular Interests shall equal the Group 3 Weighted Average Pass-Through Rate for such Distribution Date.

(3) The Class LT3 Regular Interest shall not be entitled to receive any distributions of interest.

(4) For each Distribution Date, the Certificate Interest Rate on the Class LT4 Regular Interest shall equal two (2) times the Group 3 Weighted Average Pass-Through Rate for such Distribution Date.

(5) The Class R-2 Residual Interest shall be entitled to receive the applicable Residual Distribution Amount and any Group 3 Excess Liquidation Proceeds. The Class R-2 Residual Interest shall not be entitled to receive any distributions of interest or principal.

As provided herein, with respect to REMIC II, the Servicer will cause an election to be made on behalf of REMIC II to be treated for federal income tax purposes as a REMIC. The REMIC II Regular Interests will be designated regular interests in REMIC II and the Class R-2 Residual Interest will be designated the sole class of residual interest in REMIC II, for purposes of the REMIC Provisions.

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REMIC III Interests

Class Designation for each Class of REMIC III Regular Interests and the Class R-3 Residual Interest	Type of Interest	Certificate Interest Rate (1)	Initial Class Principal Balance	Final Maturity Date*
Class 1-A-1-M	Regular	(2)	$ 110,000,000.00	July 2036
Class 1-A-2	Regular	6.000%	22,700,000.00	July 2036
Class 1-A-3	Regular	6.000%	72,459,600.00	July 2036
Class 1-A-4	Regular	(3)	-----	July 2036
Class 1-A-5	Regular	6.000%	17,960,000.00	July 2036
Class 1-A-6	Regular	6.000%	11,740,000.00	July 2036
Class 1-A-7-M	Regular	6.000%	12,500,000.00	July 2036
Class 1-A-8	Regular	5.750%	7,500,000.00	July 2036
Class 1-A-9	Regular	6.250%	7,500,000.00	July 2036
Class 1-A-10	Regular	6.000%	22,932,600.00	July 2036
Class 1-A-11	Regular	6.000%	14,500,000.00	July 2036
Class 1-A-12-M	Regular	6.000%	4,940,000.00	July 2036
Class 1-A-13	Regular	6.000%	1,000,000.00	July 2036
Class 1-A-14	Regular	6.000%	2,370,200.00	July 2036
Class 2-CB-1	Regular	6.000%	144,190,000.00	July 2036
Class 2-CB-2-M	Regular	(4)	66,846,000.00	July 2036
Class 2-CB-3	Regular	6.000%	44,564,000.00	July 2036
Class 2-CB-4	Regular	(5)	-----	July 2036
Class 2-CB-5	Regular	6.500%	7,536,000.00	July 2036
Class 2-CB-6	Regular	6.000%	45,860,700.00	July 2036
Class 2-CB-7	Regular	6.000%	49,255,300.00	July 2036
Class 2-CB-8	Regular	6.000%	4,383,000.00	July 2036
Class 2-CB-9	Regular	6.500%	6,144,000.00	July 2036
Class 2-CB-P	Regular	(6)	1,140,000.00	July 2036
Class 4-A-1	Regular	6.000%	44,164,709.00	July 2036
Class 4-A-2	Regular	6.000%	2,032,685.00	July 2036
Class C-X	Regular	6.500% (7)	-----	July 2036
Class C-P	Regular	(6)	2,557,465.00	July 2036
Class L-B-1	Regular	6.000%	19,514,000.00	July 2036
Class L-B-2	Regular	6.000%	8,585,000.00	July 2036
Class L-B-3	Regular	6.000%	4,682,000.00	July 2036
Class L-B-4	Regular	6.000%	4,682,000.00	July 2036
Class L-B-5	Regular	6.000%	3,512,000.00	July 2036
Class L-B-6	Regular	6.000%	2,734,976.00	July 2036
Class 3-A-1A-L	Regular	Variable (8) (25)	180,400,000.00	July 2036
Class 3-A-1B-L	Regular	Variable (9) (25)	79,561,211.00	July 2036

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Class 3-A-2-L	Regular	Variable (10) (25)	55,886,044.00	July 2036
Class 3-A-3-L	Regular	Variable (11) (25)	94,709,638.00	July 2036
Class 3-A-4A-L	Regular	Variable (12) (25)	48,960,136.00	July 2036
Class 3-A-4B-L	Regular	Variable (13) (25)	30,000,000.00	July 2036
Class 3-A-5-L	Regular	Variable (14) (25)	52,624,040.00	July 2036
Class 3-A-6-L	Regular	Variable (15) (25)	59,693,842.00	July 2036
Class 3-A-7-L	Regular	Variable (16) (25)	1,492,347.00	July 2036
Class 3-M-1-L	Regular	Variable (17) (25)	8,525,276.00	July 2036
Class 3-M-2-L	Regular	Variable (18) (25)	7,541,591.00	July 2036
Class 3-M-3-L	Regular	Variable (19) (25)	3,278,952.00	July 2036
Class 3-M-4-L	Regular	Variable (20) (25)	3,278,952.00	July 2036
Class 3-M-5-L	Regular	Variable (21) (25)	3,278,952.00	July 2036
Class 3-M-6-L	Regular	Variable (22) (25)	3,278,952.00	July 2036
Class 3-B-1-L	Regular	Variable (23) (25)	3,278,952.00	July 2036
Class 3-B-2-L	Regular	Variable (23) (25)	3,278,952.00	July 2036
Class 3-B-3-L	Regular	Variable (23) (25)	3,278,952.00	July 2036
Class 3-B-4-L	Regular	Variable (23) (25)	2,295,267.00	July 2036
Class 3-B-5-L	Regular	Variable (23) (25)	3,278,952.00	July 2036
Class 3-C-L	Regular	(24) (29)	7,869,490.00 (24)	July 2036
Class R-3 (26)	Residual	-----	-----	July 2036

* The Distribution Date in the specified month, which is the Distribution Date in the month following the month the latest maturing Mortgage Loan in the related Loan Group (or Loan Groups, as applicable) matures. For federal income tax purposes, for each Class of REMIC III Regular and Residual Interests, the "latest possible maturity date" shall be the Final Maturity Date.

(1) Interest distributed on each Distribution Date to the Certificates (other than the Class C-P Certificates) will have accrued at the applicable per annum Certificate Interest Rate on the applicable Class Principal Balance or Class Notional Amount outstanding immediately before such Distribution Date.

(2) The Certificate Interest Rate for the Class 1-A-1-M Regular Interest shall equal LIBOR plus 0.600%, subject to a minimum and maximum Certificate Interest Rate of 0.600% and 6.000% per annum, respectively.

(3) The Certificate Interest Rate for the Class 1-A-4 Certificates shall equal 5.400% minus LIBOR, subject to a minimum and maximum Certificate Interest Rate of 0.000% and 5.400% per annum, respectively. The Class 1-A-4 Certificates shall accrue interest on the Class 1-A-4 Notional Amount. The Class 1-A-4 Certificates shall not be entitled to receive any distributions of principal.

(4) The Certificate Interest Rate for the Class 2-CB-2-M Regular Interest shall equal LIBOR plus 0.600%, subject to a minimum and maximum Certificate Interest Rate of 0.600% and 6.000% per annum, respectively.

(5) The Certificate Interest Rate for the Class 2-CB-4 Certificates shall equal 5.400% minus LIBOR, subject to a minimum and maximum Certificate Interest Rate of 0.000% and 5.400% per annum, respectively. The Class 2-CB-4 Certificates shall accrue interest on the Class 2-CB-4 Notional Amount. The Class 2-CB-4 Certificates shall not be entitled to receive any distributions of principal.

(6) The Class 2-CB-P and Class C-P Certificates shall not be entitled to receive any distributions of interest.

(7) The Class C-X Certificates shall accrue interest on the Class C-X Notional Amount. The Class C-X Certificates shall not be entitled to receive any distributions of principal.

(8) The Certificate Interest Rate on the Class 3-A-1A-L Regular Interest shall equal (a) for each Distribution Date on or before the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3

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Weighted Average Pass-Through Rate for such Distribution Date and (ii) 6.250% and (b) for each Distribution Date after the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 6.750%.

(9) The Certificate Interest Rate on the Class 3-A-1B-L Regular Interest shall equal (a) for each Distribution Date on or before the Group 3 Clean-Up Call Option Date, the lesser of (i) the Adjusted Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) LIBOR plus 0.060% and (b) for each Distribution Date after the Group 3 Clean-Up Call Option Date, the lesser of (i) the Adjusted Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) LIBOR plus 0.120%.

(10) The Certificate Interest Rate on the Class 3-A-2-L Regular Interest shall equal (a) for each Distribution Date on or before the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 6.000% and (b) for each Distribution Date after the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 6.500%.

(11) The Certificate Interest Rate on the Class 3-A-3-L Regular Interest shall equal (a) for each Distribution Date on or before the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 6.221% and (b) for each Distribution Date after the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 6.721%.

(12) The Certificate Interest Rate on the Class 3-A-4A-L Regular Interest shall equal (a) for each Distribution Date on or before the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 6.483% and (b) for each Distribution Date after the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 6.983%.

(13) The Certificate Interest Rate on the Class 3-A-4B-L Regular Interest shall equal (a) for each Distribution Date on or before the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 6.312% and (b) for each Distribution Date after the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 6.812%.

(14) The Certificate Interest Rate on the Class 3-A-5-L Regular Interest shall equal (a) for each Distribution Date on or before the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 6.449% and (b) for each Distribution Date after the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 6.949%.

(15) The Certificate Interest Rate on the Class 3-A-6-L Regular Interest shall equal (a) for each Distribution Date on or before the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 6.268% and (b) for each Distribution Date after the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 6.768%.

(16) The Certificate Interest Rate on the Class 3-A-7-L Regular Interest shall equal (a) for each Distribution Date on or before the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 6.268% and (b) for each Distribution Date after the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 6.768%.

(17) The Certificate Interest Rate on the Class 3-M-1-L Regular Interest shall equal (a) for each Distribution Date on or before the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 6.464% and (b) for each Distribution Date after the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 6.964%.

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(18) The Certificate Interest Rate on the Class 3-M-2-L Regular Interest shall equal (a) for each Distribution Date on or before the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 6.514% and (b) for each Distribution Date after the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 7.014%.

(19) The Certificate Interest Rate on the Class 3-M-3-L Regular Interest shall equal (a) for each Distribution Date on or before the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 6.563% and (b) for each Distribution Date after the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 7.063%.

(20) The Certificate Interest Rate on the Class 3-M-4-L Regular Interest shall equal (a) for each Distribution Date on or before the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 6.550% and (b) for each Distribution Date after the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 7.050%.

(21) The Certificate Interest Rate on the Class 3-M-5-L Regular Interest shall equal (a) for each Distribution Date on or before the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 6.600% and (b) for each Distribution Date after the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 7.100%.

(22) The Certificate Interest Rate on the Class 3-M-6-L Regular Interest shall equal (a) for each Distribution Date on or before the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 6.650% and (b) for each Distribution Date after the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 7.150%.

(23) The Certificate Interest Rate on the Class 3-B-1-L, Class 3-B-2-L, Class 3-B-3-L, Class 3-B-4-L and Class 3-B-5-L Regular Interests shall equal (a) for each Distribution Date on or before the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 6.849% and (b) for each Distribution Date after the Group 3 Clean-Up Call Option Date, the lesser of (i) the Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) 7.349%.

(24) On each Distribution Date, the Class 3-C-L Principal Balance shall equal the Overcollateralization Amount for such Distribution Date. The Class 3-C-L Regular Interest shall be entitled to receive distributions pursuant to clauses (II)(d)(xiv) and (II)(d)(xv) of the definition of REMIC III Distribution Amount.

For REMIC purposes, the Class 3-C-L Regular Interest is comprised of two REMIC III Regular Interests: Class 3-C-L-PO, a principal only regular interest, and Class 3-C-L IO, an interest only regular interest. Class 3-C-L-PO has a principal balance equal to the initial principal balance of $7,869,490.00 as reduced from time to time by distributions on the Class 3-C-L Regular Interest allocated in reduction thereof pursuant to the further provisions of this footnote (24). Class 3-C-L-PO has not entitlement to interest. Class 3-C-L-IO has no entitlement to principal except to the extent of accrued and unpaid interest thereon. Interest shall accrue on Class 3-C-L-IO for each Distribution Date in an amount equal to the sum of the amounts calculated pursuant to clauses (1) through (3) below:

1. one month's interest at a rate equal to the Certificate Interest Rate for the Class LT1 Regular Interest minus the related Marker Rate, applied to a notional amount equal to the

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Class Principal Balance of the Class LT1 Regular Interest;

2. one month's interest at a rate equal to the Certificate Interest Rate for the Class LT2 Regular Interest minus the related Marker Rate, applied to a notional amount equal to the Class Principal Balance of the Class LT2 Regular Interest; and

3. one month's interest at a rate equal to the Certificate Interest Rate for the Class LT4 Regular Interest minus twice the related Marker Rate, applied to a notional amount equal to the Class Principal Balance of the Class LT4 Regular Interest.

Payments of Excess Cash flow to Classes of REMIC III Regular Interests other than the Class 3-C-L Regular Interest, to the extent that they are made pursuant to clauses (II)(d)(i) or (II)(d)(xiii) of the definition of "REMIC III Distribution Amount" in respect of Realized Losses, shall be treated as Realized Losses that reduce the interest accrued on Class 3-C-L-IO for the current Distribution Date. Payments of Excess Cash Flow to the Class 3-C-L Regular Interest pursuant to the provisions of clause (II)(d) of the definition of "REMIC III Distribution Amount" shall be treated as applied, first, in payment of any remaining accrued interest on Class 3-C-L-IO for the current Distribution Date, second, as a payment of accrued and unpaid interest on Class 3-C-L-IO for prior Distribution Dates and, third, as a payment of principal on Class 3-C-L-PO.

(25) For any Distribution Date, interest distributable to the Group 3 Certificates (other than the Class 3-C Certificates) may not equal interest accrued at the Certificate Interest Rates for the Corresponding Classes of REMIC III Regular Interests. For any Distribution Date, interest may be distributable to some Classes of Group 3 Certificates (other than the Class 3-C Certificates) in an amount greater than interest accrued at the Certificate Interest Rate for the Corresponding Class of REMIC III Regular Interests, and interest may be distributable to the Class 3-C Certificates in an amount less than interest accrued at the Certificate Interest Rate for the Corresponding Class of REMIC III Regular Interests, in each case pursuant to the second paragraph of Section 4.04(a).

(26) The Class R-3 Residual Interest shall be entitled to receive the applicable Residual Distribution Amount. The Class R-3 Residual Interest shall not be entitled to receive any distributions of interest or principal.

As provided herein, with respect to REMIC III, the Servicer will cause an election to be made on behalf of REMIC III to be treated for federal income tax purposes as a REMIC. The REMIC III Regular Interests will be designated regular interests in REMIC III, and the Class R-3 Residual Interest will be designated the sole class of residual interest in REMIC III, for purposes of the REMIC Provisions.

In addition, the Trust will issue the Class R Certificates, which will represent ownership of the Class R-1, Class R-2 and Class R-3 Residual Interests.

In addition, the Trust will issue (i) the Class 1-A-1 Certificates, which will represent ownership of (x) the Class 1-A-1-M Regular Interest and (y) the applicable rights specified in the third paragraph of Section 4.04(a), (ii) the Class 1-A-7 Certificates, which will represent ownership of (x) the Class 1-A-7-M Regular Interest and (y) the applicable rights specified in the third paragraph of Section 4.04(a), (iii) the Class 1-A-12 Certificates, which will represent ownership of (x) the Class 1-A-12-M Regular Interest and (y) the applicable rights specified in the third paragraph of Section 4.04(a), (iv) the Class 2-CB-2 Certificates, which will represent ownership of (x) the Class 2-CB-2-M Regular Interest and (y) the applicable rights specified in the third paragraph of Section 4.04(a), (v) the Group 3 Certificates (other than the Class 3-C Certificates), each of which Class will represent ownership of (x) the Corresponding Class of REMIC III Regular Interests and (y) the applicable rights specified in the second paragraph of Section 4.04(a), (vi) the Class 3-C Certificates, which will represent ownership of (x) the Corresponding Class of REMIC III Regular Interests and (y) the obligations specified in the second paragraph of Section 4.04(a), (vii) the Class C-PPP Certificates, which will represent ownership of the rights specified in the fourth paragraph of Section 4.04(a), and (viii) the Class 3-PPP Certificates, which will represent ownership of the rights specified in the fifth paragraph of Section 4.04(a).

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As of the Cut-Off Date, the Mortgage Loans have an aggregate Principal Balance of $1,436,276,833.74 and, as of the Closing Date, the Certificates have an Aggregate Certificate Principal Balance of $1,436,277,033.00.

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W I T N E S S E T H :

WHEREAS, the Company is a corporation duly organized and existing under and by virtue of the laws of the State of Delaware and has full corporate power and authority to enter into this Agreement and to undertake the obligations undertaken by it herein;

WHEREAS, the Servicer is a federal savings association and has full power and authority to enter into this Agreement and to undertake the obligations undertaken by it herein;

WHEREAS, the Trustee is a national banking association duly organized and existing under the laws of the United States of America and has full power and authority to enter into this Agreement;

WHEREAS, the Delaware Trustee is a banking corporation duly organized and existing under the laws of the State of Delaware and has full power and authority to enter into this Agreement;

WHEREAS, prior to the execution and delivery hereof, the Company and the Delaware Trustee have entered into the Original Trust Agreement, and the Delaware Trustee has filed the Certificate of Trust;

WHEREAS, it is the intention of the Company, the Servicer, the Trustee and the Delaware Trustee that the Trust created by this Agreement constitute a statutory trust under the Statutory Trust Statute, that this Agreement constitute the governing instrument of the Trust, and that this Agreement amend and restate the Original Trust Agreement;

WHEREAS, the Company is the owner of the Mortgage Loans identified in the Mortgage Loan Schedule hereto having unpaid Principal Balances on the Cut-Off Date as stated therein; and

WHEREAS, the Company has been duly authorized to create the Trust to (i) hold the Mortgage Loans and certain other property, (ii) issue the REMIC I and REMIC II Regular Interests, the Class R-1 and Class R-2 Residual Interests and the Class PPP Certificates, (iii) hold the REMIC I and REMIC II Regular Interests, (iv) issue the REMIC III Regular Interests and the Class R-3 Residual Interest, (v) hold the Class 1-A-4-M, Class 1-A-7-M, Class 1-A-12-M, Class 2-CB-2-M and Group 3-L Regular Interests and (vi) issue the Class 1-A-4, Class 1-A-7, Class 1-A-12, Class 2-CB-2 and Group 3 Certificates.

NOW, THEREFORE, in order to declare the terms and conditions upon which the REMIC I Regular Interests, the REMIC II Regular Interests and the REMIC III Regular Interests, the Class R Residual Interests and the Certificates are to be issued, and in consideration of the premises and of the purchase and acceptance of the Certificates by the Holders thereof, the Company covenants and agrees with the Servicer, the Trustee and the Delaware Trustee, for the equal and proportionate benefit of the respective Holders from time to time of the REMIC I Regular Interests, the REMIC II Regular Interests, the REMIC III Regular Interests and the Certificates, as applicable, as follows:

ARTICLE I

Section 1.01. Definitions.

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

Adjusted Group 3 Weighted Average Pass-Through Rate: For any Distribution Date, the product of (i) the

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Group 3 Weighted Average Pass-Through Rate for such Distribution Date and (ii) a fraction, the numerator of which is 30 and the denominator of which is the actual number of days in the related No-Delay Accrual Period.

Aggregate Certificate Principal Balance: At any given time, the sum of the then current Class Principal Balances of the Certificates.

Agreement: The meaning specified in the introductory paragraph hereof.

Appraised Value: With respect to any (i) Mortgage Loan that is not a Streamlined Mortgage Loan or ROV Mortgage Loan, the lesser of (a) the value set forth on the appraisal made in connection with the origination of such Mortgage Loan as the value of the related Mortgaged Property and (b) the purchase price paid for the Mortgaged Property, *provided, however*, that if such Mortgage Loan was originated in connection with the refinance of a mortgage loan, the Appraised Value shall be the value set forth on the appraisal made in connection with the origination of such Mortgage Loan as the value of the related Mortgaged Property; (ii) ROV Mortgage Loan, the lesser of (a) the value set forth on the residential appraisal review made in connection with the origination of such Mortgage Loan as the value of the related Mortgaged Property and (b) the purchase price paid for the Mortgaged Property, *provided, however*, that if such ROV Mortgage Loan was originated in connection with the refinance of a mortgage loan, the Appraised Value shall be the value set forth on the residential appraisal review made in connection with the origination of such ROV Mortgage Loan as the value of the related Mortgaged Property; and (iii) Streamlined Mortgage Loan, the value set forth in the appraisal made in connection with the origination of the mortgage loan being refinanced.

Assigned Prepayment Premiums: For any Distribution Date and any Loan Group, the sum of (a) all Prepayment Premiums collected on the Mortgage Loans in such Loan Group during the Payoff Period, (b) all payments made by the Servicer during the Payoff Period in respect of Prepayment Premiums on such Mortgage Loans pursuant to Section 3.20 and (c) all payments received by the Servicer from the Seller during the Payoff Period in respect of Prepayment Premiums on such Mortgage Loans pursuant to Section 3.4 of the Mortgage Loan Purchase Agreement.

Assignment of Proprietary Lease: With respect to a Cooperative Loan, the assignment or mortgage of the related Cooperative Lease from the Mortgagor to the originator of the Cooperative Loan.

Authenticating Agent: Any authenticating agent appointed by the Trustee pursuant to Section 8.11.

Authorized Denomination: With respect to each Class of Certificates (other than the Class 1-A-4, Class 1-A-5, Class 1-A-6, Class 2-CB-4, Class 2-CB-5, Class 2-CB-9, Class C-X, Class PPP and Class R Certificates), an initial Certificate Principal Balance equal to $25,000 and multiples of $1 in excess thereof, except that one Certificate of each Class of the Junior Subordinate Certificates may be issued in an amount that is not an integral multiple of $1. With respect to the Class 1-A-4, Class 2-CB-4 and Class C-X Certificates, a Class Notional Amount as of the Cut-Off Date equal to $100,000 and multiples of $1 in excess thereof. With respect to the Class 1-A-5, Class 1-A-6, Class 2-CB-5 and Class 2-CB-9 Certificates, an initial Certificate Principal Balance equal to $1,000 and multiples of $1 in excess thereof. With respect to the Class R Certificates, one Certificate with a Percentage Interest equal to 0.01% and one Certificate with a Percentage Interest equal to 99.99%. With respect to the Class PPP Certificates, a Class Notional Amount as of the Cut-Off Date equal to $200,000,000 and multiples of $1 in excess thereof.

Balloon Loan: Any Mortgage Loan which, by its terms, does not fully amortize the principal balance thereof by its stated maturity and thus requires a payment at the stated maturity larger than the monthly payments due thereunder.

Bankruptcy Loss: For any Distribution Date and any Mortgage Loan, (i) the amount of any permanent forgiveness of principal with respect to such Mortgage Loan by a court of competent jurisdiction in a case

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under the United States Bankruptcy Code as of the related Due Date, other than any such forgiveness of principal that arises out of clause (ii) of this definition of "Bankruptcy Loss," or (ii) the amount, if any, by which the then outstanding principal balance of such Mortgage Loan exceeds any valuation, as of the related Due Date, by a court of competent jurisdiction in a case under the United States Bankruptcy Code, of the related Mortgaged Property, in each case, to the extent not previously allocated to the Certificates as a Realized Loss.

Basis Risk Carry Forward Amount: For any Distribution Date and any Class of Group 3 Certificates (other than the Class 3-C Certificates) and their Corresponding Classes, the sum of: (i) the excess, if any, of (a) the amount of interest that would have accrued on the Class Principal Balance of such Class immediately before such Distribution Date, during the Prior Period (or, in the case of the Class 3-A-1B Certificates, during the No-Delay Accrual Period), at a Certificate Interest Rate calculated without regard to the Group 3 Weighted Average Pass-Through Rate, over (b) the amount of interest that accrued on such Class Principal Balance, during such period, at a Certificate Interest Rate equal to the Group 3 Weighted Average Pass-Through Rate, (ii) the portion of the amount described in clause (i) above remaining unpaid from prior Distribution Dates, and (iii) one month's interest at the Certificate Interest Rate described in clause (i)(a) above on the amount described in clause (ii) above.

Beneficial Holder: A Person holding a beneficial interest in any Book-Entry Certificate as or through a DTC Participant or an Indirect DTC Participant or a Person holding a beneficial interest in any Definitive Certificate.

Benefit Plan Opinion: With respect to any Certificate presented for registration in the name of any Person, an Opinion of Counsel acceptable to and in form and substance satisfactory to the Trustee and the Company to the effect that the purchase or holding of such Certificate is permissible under applicable law, will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, and will not subject the Trust, the Trustee, the Delaware Trustee, the Servicer or the Company to any obligation or liability (including obligations or liabilities under Section 406 of ERISA or Section 4975 of the Code) in addition to those undertaken in this Agreement, which Opinion of Counsel shall not be an expense of the Trust, the Trustee, the Delaware Trustee, the Servicer or the Company.

Book-Entry Certificates: The Class A, Class C-X, Class C-P, Class PPP and Subordinate Certificates (other than the Class 3-C Certificates), beneficial ownership and transfers of which shall be made through book entries as described in Section 5.07.

Business Day: Any day other than a Saturday, a Sunday, or a day on which banking institutions in Stockton, California, Chicago, Illinois, New York, New York, Seattle, Washington or any city in which the Corporate Trust Office is located are authorized or obligated by law or executive order to be closed.

Buydown Agreement: An agreement between a Person and a Mortgagor pursuant to which such Person has provided a Buydown Fund.

Buydown Fund: A fund provided by the originator of a Mortgage Loan or another Person with respect to a Buydown Loan which provides an amount sufficient to subsidize regularly scheduled principal and interest payments due on such Buydown Loan for a period. Buydown Funds may be (i) funded at the par values of future payment subsidies, or (ii) funded in an amount less than the par values of future payment subsidies, and determined by discounting such par values in accordance with interest accruing on such amounts, in which event they will be deposited in an account bearing interest. Buydown Funds may be held in a separate Buydown Fund Account or may be held in a Custodial Account for P&I and monitored by the Servicer.

Buydown Fund Account: A separate account created and maintained pursuant to Section 3.02 (a) with the corporate trust department of the Trustee or another financial institution approved by the Servicer, (b) within FDIC insured accounts (or other accounts with comparable insurance coverage acceptable to the Rating

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Agencies) created, maintained and monitored by the Servicer or (c) in a separate non-trust account in an Eligible Institution. Such account may be non-interest bearing or may bear interest. In the event that a Buydown Fund Account is established pursuant to clause (b) of the preceding sentence, amounts held in such Buydown Fund Account shall not exceed the level of deposit insurance coverage on such account; accordingly, more than one Buydown Fund Account may be established.

Buydown Loan: A Mortgage Loan for which the Mortgage Interest Rate has been subsidized through a Buydown Fund provided at the time of origination of such Mortgage Loan.

Cap Counterparty: With respect to the Class 1-A-1, Class 1-A-7 and Class 1-A-12 Yield Maintenance Agreements, Wachovia Bank, N.A.; and, with respect to the Class 2-CB-2 Yield Maintenance Agreement, Bear Stearns Financial Products Inc.

Carry-Forward Subsequent Recoveries Amount: For any Distribution Date and any of Loan Group 1, Loan Group 2 or Loan Group 4, the excess, if any, of (i) the Subsequent Recoveries for such Distribution Date for such Loan Group over (ii) the amount by which the Class Principal Balance of the Class of Group L-B Certificates with the lowest priority is increased in respect of Subsequent Recoveries for such Loan Group on such Distribution Date pursuant to the definition of “Class Principal Balance” herein.

Certificate: Any one of the Certificates issued pursuant to this Agreement, executed by the Trustee on behalf of the Trust and authenticated by or on behalf of the Trustee hereunder in substantially one of the forms set forth in Exhibit A and B hereto. The additional matter appearing in Exhibit H shall be deemed incorporated into Exhibit A as though set forth at the end of such Exhibit.

Certificate Account: The separate trust account created pursuant to Section 3.04 and maintained with the Trustee, the Investment Depository or any other bank or trust company acceptable to the Rating Agencies which is incorporated under the laws of the United States or any state thereof which account shall be entitled “Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust Certificate Account,” or any other account serving a similar function acceptable to the Rating Agencies. Funds in the Certificate Account may be invested in Eligible Investments pursuant to Section 3.04(d) and reinvestment earnings thereon shall be paid to the Servicer as additional servicing compensation. Funds deposited in the Certificate Account (exclusive of the Servicing Fee) shall be held in trust for the Certificateholders and for the uses and purposes set forth in Section 2.01, Section 3.04, Section 3.05, Section 4.01 and Section 4.04.

Certificate Group: The Group 1 Certificates, Group 2 Certificates, Group 3 Certificates or Group 4 Certificates, as applicable.

Certificateholder or Holder: With respect to the Certificates, the Person in whose name a Certificate is registered in the Certificate Register, except that, solely for the purposes of giving any consent pursuant to this Agreement, any Certificate registered in the name of the Company, the Servicer or any affiliate thereof shall be deemed not to be outstanding and the Percentage Interest evidenced thereby shall not be taken into account in determining whether the requisite percentage of Percentage Interests necessary to effect any such consent has been obtained; *provided*, that the Trustee may conclusively rely upon an Officer’s Certificate to determine whether any Person is an affiliate of the Company or the Servicer. With respect to the REMIC I Regular Interests, the owner of the REMIC I Regular Interests, which as of the Closing Date shall be the Trust. With respect to the REMIC II Regular Interests, the owner of the REMIC II Regular Interests, which as of the Closing Date shall be the Trust. With respect to each Class of Group 3-L Regular Interests, the Holder of the Corresponding Class of Certificates. With respect to the Class 1-A-1-M, Class 1-A-7-M, Class 1-A-12-M and Class 2-CB-2-M Regular Interests, the Holder of the Class 1-A-1, Class 1-A-7, Class 1-A-12 and Class 2-CB-2 Certificates, respectively.

Certificate Interest Rate: For each Class of REMIC I, REMIC II and REMIC III Regular Interests and the Class R-1 Residual Interest, the per annum rate set forth as the Certificate Interest Rate for such Class in

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the Preliminary Statement hereto.

Certificate of Trust: The certificate of trust filed with respect to the Trust with the Secretary of State in accordance with Section 3810(a) of the Statutory Trust Statute.

Certificate Principal Balance: For each Certificate of any Class, the portion of the related Class Principal Balance, if any, represented by such Certificate.

Certificate Register and Certificate Registrar: The register maintained and the registrar appointed, respectively, pursuant to Section 5.03.

Class: All REMIC I Regular Interests or the Class R-1 Residual Interest having the same priority and rights to payments on the Group 1, Group 2 and Group 4 Loans from the REMIC I Available Distribution Amount, all REMIC II Regular Interests or the Class R-2 Residual Interest having the same priority and rights to payments on the Group 3 Loans from the REMIC II Available Distribution Amount, all REMIC III Regular Interests or the Class R-3 Residual Interest having the same priority and rights to payments on the REMIC I and REMIC II Regular Interests from the REMIC III Available Distribution Amount, and the Class PPP Certificates, which REMIC I Regular Interests, REMIC II Regular Interests, REMIC III Regular Interests, Class R Residual Interests and Class PPP Certificates shall be designated as a separate Class, and which, in the case of the Certificates (including the Class R Certificates representing ownership of the Class R Residual Interests), shall be set forth in the applicable forms of Certificates attached hereto as Exhibits A and B. Each Class of REMIC I Regular Interests and the Class R-1 Residual Interest shall be entitled to receive the amounts allocated to such Class pursuant to the definition of “REMIC I Distribution Amount” only to the extent of the REMIC I Available Distribution Amount for such Distribution Date remaining after distributions in accordance with prior clauses of the definition of “REMIC I Distribution Amount,” each Class of REMIC II Regular Interests and the Class R-2 Residual Interest shall be entitled to receive the amounts allocated to such Class pursuant to the definition of “REMIC II Distribution Amount” only to the extent of the REMIC II Available Distribution Amount for such Distribution Date remaining after distributions in accordance with prior clauses of the definition of “REMIC II Distribution Amount.” and each Class of REMIC III Regular Interests and the Class R-3 Residual Interest shall be entitled to receive the amounts allocated to such Class pursuant to the definition of “REMIC III Distribution Amount” only to the extent of the REMIC III Available Distribution Amount for such Distribution Date remaining after distributions in accordance with prior clauses of the definition of “REMIC III Distribution Amount.”

In addition to their rights to receive payments from the REMIC III Available Distribution Amount on their Corresponding Class of REMIC III Regular Interests, (i) the Group 3 Certificates (other than the Class 3-C Certificates) shall be entitled to receive payments, if any, as specified in the second paragraph of Section 4.04(a). Notwithstanding the right of the Class 3-C Certificates to receive payments from the REMIC III Available Distribution Amount on their Corresponding Class of REMIC III Regular Interests, the amount of such payments may be reduced as specified in the second paragraph of Section 4.04(a).

In addition to their right to receive payments from the REMIC III Available Distribution Amount on the Class 1-A-1-M Regular Interest, the Class 1-A-1 Certificates shall be entitled to receive payments, if any, as specified in the third paragraph of Section 4.04(a). In addition to their right to receive payments from the REMIC III Available Distribution Amount on the Class 1-A-7-M Regular Interest, the Class 1-A-7 Certificates shall be entitled to receive payments, if any, as specified in the third paragraph of Section 4.04(a). In addition to their right to receive payments from the REMIC III Available Distribution Amount on the Class 1-A-12-M Regular Interest, the Class 1-A-12 Certificates shall be entitled to receive payments, if any, as specified in the third paragraph of Section 4.04(a). In addition to their right to receive payments from the REMIC III Available Distribution Amount on the Class 2-CB-2-M Regular Interest, the Class 2-CB-2 Certificates shall be entitled to receive payments, if any, as specified in the third paragraph of Section 4.04(a).

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Class 1-A-1 Certificates: The Certificates designated as “Class 1-A-1” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 1-A-1-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class 1-A-1-M Regular Interest: The uncertificated undivided beneficial interest in REMIC III which constitutes a REMIC III Regular Interest and is entitled to distributions as set forth herein.

Class 1-A-2 Certificates: The Certificates designated as “Class 1-A-2” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 1-A-2-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class 1-A-3 Certificates: The Certificates designated as “Class 1-A-3” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 1-A-3-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class 1-A-4 Certificates: The Certificates designated as “Class 1-A-4” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 1-A-4 Notional Amount: For any Distribution Date, the Class 1-A-1 Principal Balance immediately before that Distribution Date.

Class 1-A-5 Certificates: The Certificates designated as “Class 1-A-5” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 1-A-5-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class 1-A-6 Certificates: The Certificates designated as “Class 1-A-6” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 1-A-6-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class 1-A-7 Certificates: The Certificates designated as “Class 1-A-7” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 1-A-7-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class 1-A-7-M Regular Interest: The uncertificated undivided beneficial interest in REMIC III which constitutes a REMIC III Regular Interest and is entitled to distributions as set forth herein.

Class 1-A-8 Certificates: The Certificates designated as “Class 1-A-8” on the face thereof in substantially the form attached hereto as Exhibit A.

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Class 1-A-8-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class 1-A-9 Certificates: The Certificates designated as “Class 1-A-9” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 1-A-9-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class 1-A-10 Certificates: The Certificates designated as “Class 1-A-10” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 1-A-10-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class 1-A-11 Certificates: The Certificates designated as “Class 1-A-11” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 1-A-11-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class 1-A-12 Certificates: The Certificates designated as “Class 1-A-12” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 1-A-12-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class 1-A-12-M Regular Interest: The uncertificated undivided beneficial interest in REMIC III which constitutes a REMIC III Regular Interest and is entitled to distributions as set forth herein.

Class 1-A-13 Certificates: The Certificates designated as “Class 1-A-13” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 1-A-13-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class 1-A-14 Certificates: The Certificates designated as “Class 1-A-14” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 1-A-14-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class 1-P Fraction: For each Class 1-P Mortgage Loan, a fraction, the numerator of which is 6.000% less the Pass-Through Rate on such Class 1-P Mortgage Loan and the denominator of which is 6.000%.

Class 1-P Mortgage Loan: Any Group 1 Loan with a Pass-Through Rate of less than 6.000% per annum.

Class 2-CB-1 Certificates: The Certificates designated as “Class 2-CB-1” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 2-CB-1-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which

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constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class 2-CB-2 Certificates: The Certificates designated as “Class 2-CB-2” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 2-CB-2-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class 2-CB-3 Certificates: The Certificates designated as “Class 2-CB-3” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 2-CB-3-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class 2-CB-4 Certificates: The Certificates designated as “Class 2-CB-4” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 2-CB-4 Notional Amount: For any Distribution Date, the Class 2-CB-2 Principal Balance immediately before that Distribution Date.

Class 2-CB-5 Certificates: The Certificates designated as “Class 2-CB-5” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 2-CB-5-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class 2-CB-6 Certificates: The Certificates designated as “Class 2-CB-6” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 2-CB-6-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class 2-CB-7 Certificates: The Certificates designated as “Class 2-CB-7” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 2-CB-7-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class 2-CB-8 Certificates: The Certificates designated as “Class 2-CB-8” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 2-CB-8-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class 2-CB-9 Certificates: The Certificates designated as “Class 2-CB-9” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 2-CB-9-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class 2-CB-P Certificates: The Certificates designated as “Class 2-CB-P” on the face thereof in substantially

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the form attached hereto as Exhibit A.

Class 2-CB-P-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class 2-P Fraction: For each Class 2-P Mortgage Loan, a fraction, the numerator of which is 6.000% less the Pass-Through Rate on such Class 2-P Mortgage Loan and the denominator of which is 6.000%.

Class 2-P Mortgage Loan: Any Group 2 Loan with a Pass-Through Rate of less than 6.000% per annum.

Class 3-A-1A Certificates: The Certificates designated as “Class 3-A-1A” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 3-A-1A-L Regular Interest: The uncertificated undivided beneficial interest in REMIC III which constitutes a REMIC III Regular Interest and is entitled to distributions as set forth herein.

Class 3-A-1B Certificates: The Certificates designated as “Class 3-A-1B” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 3-A-1B-L Regular Interest: The uncertificated undivided beneficial interest in REMIC III which constitutes a REMIC III Regular Interest and is entitled to distributions as set forth herein.

Class 3-A-2 Certificates: The Certificates designated as “Class 3-A-2” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 3-A-2-L Regular Interest: The uncertificated undivided beneficial interest in REMIC III which constitutes a REMIC III Regular Interest and is entitled to distributions as set forth herein.

Class 3-A-3 Certificates: The Certificates designated as “Class 3-A-3” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 3-A-3-L Regular Interest: The uncertificated undivided beneficial interest in REMIC III which constitutes a REMIC III Regular Interest and is entitled to distributions as set forth herein.

Class 3-A-4A Certificates: The Certificates designated as “Class 3-A-4A” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 3-A-4A-L Regular Interest: The uncertificated undivided beneficial interest in REMIC III which constitutes a REMIC III Regular Interest and is entitled to distributions as set forth herein.

Class 3-A-4B Certificates: The Certificates designated as “Class 3-A-4B” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 3-A-4B-L Regular Interest: The uncertificated undivided beneficial interest in REMIC III which constitutes a REMIC III Regular Interest and is entitled to distributions as set forth herein.

Class 3-A-5 Certificates: The Certificates designated as “Class 3-A-5” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 3-A-5-L Regular Interest: The uncertificated undivided beneficial interest in REMIC III which constitutes a REMIC III Regular Interest and is entitled to distributions as set forth herein.

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Class 3-A-6 Certificates: The Certificates designated as “Class 3-A-6” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 3-A-6-L Regular Interest: The uncertificated undivided beneficial interest in REMIC III which constitutes a REMIC III Regular Interest and is entitled to distributions as set forth herein.

Class 3-A-7 Certificates: The Certificates designated as “Class 3-A-7” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 3-A-7-L Regular Interest: The uncertificated undivided beneficial interest in REMIC III which constitutes a REMIC III Regular Interest and is entitled to distributions as set forth herein.

Class 3-B-1 Certificates: The Certificates designated as “Class 3-B-1” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 3-B-1 Principal Distribution Amount: For any Distribution Date, the excess of (x) the sum of (A) the aggregate Class Principal Balance of the Group 3-A, Class 3-M-1, Class 3-M-2, Class 3-M-3, Class 3-M-4, Class 3-M-5 and Class 3-M-6 Certificates (after taking into account any payment of the Group 3-A, Class 3-M-1, Class 3-M-2, Class 3-M-3, Class 3-M-4, Class 3-M-5 and Class 3-M-6 Principal Distribution Amounts on such Distribution Date) and (B) the Class 3-B-1 Principal Balance immediately prior to such Distribution Date over (y) the lesser of (A) the product of (i) 93.9% and (ii) the aggregate Stated Principal Balance of the Group 3 Loans on such Distribution Date and (B) the excess, if any, of the aggregate Stated Principal Balance of the Group 3 Loans on such Distribution Date over 0.35% of the aggregate principal balance of the Group 3 Loans as of the Cut-Off Date.

Class 3-B-1-L Regular Interest: The uncertificated undivided beneficial interest in REMIC III which constitutes a REMIC III Regular Interest and is entitled to distributions as set forth herein.

Class 3-B-2 Certificates: The Certificates designated as “Class 3-B-2” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 3-B-2 Principal Distribution Amount: For any Distribution Date, the excess of (x) the sum of (A) the aggregate Class Principal Balance of the Group 3-A, Class 3-M-1, Class 3-M-2, Class 3-M-3, Class 3-M-4, Class 3-M-5, Class 3-M-6 and Class 3-B-1 Certificates (after taking into account any payment of the Group 3-A, Class 3-M-1, Class 3-M-2, Class 3-M-3, Class 3-M-4, Class 3-M-5, Class 3-M-6 and Class 3-B-1 Principal Distribution Amounts on such Distribution Date) and (B) the Class 3-B-2 Principal Balance immediately prior to such Distribution Date over (y) the lesser of (A) the product of (i) 94.9% and (ii) the aggregate Stated Principal Balance of the Group 3 Loans on such Distribution Date and (B) the excess, if any, of the aggregate Stated Principal Balance of the Group 3 Loans on such Distribution Date over 0.35% of the aggregate principal balance of the Group 3 Loans as of the Cut-Off Date.

Class 3-B-2-L Regular Interest: The uncertificated undivided beneficial interest in REMIC III which constitutes a REMIC III Regular Interest and is entitled to distributions as set forth herein.

Class 3-B-3 Certificates: The Certificates designated as “Class 3-B-3” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 3-B-3 Principal Distribution Amount: For any Distribution Date, the excess of (x) the sum of (A) the aggregate Class Principal Balance of the Group 3-A, Class 3-M-1, Class 3-M-2, Class 3-M-3, Class 3-M-4, Class 3-M-5, Class 3-M-6, Class 3-B-1 and Class 3-B-2 Certificates (after taking into account any payment of the Group 3-A, Class 3-M-1, Class 3-M-2, Class 3-M-3, Class 3-M-4, Class 3-M-5, Class 3-M-6, Class 3-

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B-1 and Class 3-B-2 Principal Distribution Amounts on such Distribution Date) and (B) the Class 3-B-3 Principal Balance immediately prior to such Distribution Date over (y) the lesser of (A) the product of (i) 95.9% and (ii) the aggregate Stated Principal Balance of the Group 3 Loans on such Distribution Date and (B) the excess, if any, of the aggregate Stated Principal Balance of the Group 3 Loans on such Distribution Date over 0.35% of the aggregate principal balance of the Group 3 Loans as of the Cut-Off Date.

Class 3-B-3-L Regular Interest: The uncertificated undivided beneficial interest in REMIC III which constitutes a REMIC III Regular Interest and is entitled to distributions as set forth herein.

Class 3-B-4 Certificates: The Certificates designated as “Class 3-B-4” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 3-B-4 Principal Distribution Amount: For any Distribution Date, the excess of (x) the sum of (A) the aggregate Class Principal Balance of the Group 3-A, Class 3-M-1, Class 3-M-2, Class 3-M-3, Class 3-M-4, Class 3-M-5, Class 3-M-6, Class 3-B-1, Class 3-B-2 and Class 3-B-3 Certificates (after taking into account any payment of the Group 3-A, Class 3-M-1, Class 3-M-2, Class 3-M-3, Class 3-M-4, Class 3-M-5, Class 3-M-6, Class 3-B-1, Class 3-B-2 and Class 3-B-3 Principal Distribution Amounts on such Distribution Date) and (B) the Class 3-B-4 Principal Balance immediately prior to such Distribution Date over (y) the lesser of (A) the product of (i) 96.6% and (ii) the aggregate Stated Principal Balance of the Group 3 Loans on such Distribution Date and (B) the excess, if any, of the aggregate Stated Principal Balance of the Group 3 Loans on such Distribution Date over 0.35% of the aggregate principal balance of the Group 3 Loans as of the Cut-Off Date.

Class 3-B-4-L Regular Interest: The uncertificated undivided beneficial interest in REMIC III which constitutes a REMIC III Regular Interest and is entitled to distributions as set forth herein.

Class 3-B-5 Certificates: The Certificates designated as “Class 3-B-5” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 3-B-5 Principal Distribution Amount: For any Distribution Date, the excess of (x) the sum of (A) the aggregate Class Principal Balance of the Group 3-A, Class 3-M-1, Class 3-M-2, Class 3-M-3, Class 3-M-4, Class 3-M-5, Class 3-M-6, Class 3-B-1, Class 3-B-2, Class 3-B-3 and Class 3-B-4 Certificates (after taking into account any payment of the Group 3-A, Class 3-M-1, Class 3-M-2, Class 3-M-3, Class 3-M-4, Class 3-M-5, Class 3-M-6, Class 3-B-1, Class 3-B-2, Class 3-B-3 and Class 3-B-4 Principal Distribution Amounts on such Distribution Date) and (B) the Class 3-B-5 Principal Balance immediately prior to such Distribution Date over (y) the lesser of (A) the product of (i) 97.6% and (ii) the aggregate Stated Principal Balance of the Group 3 Loans on such Distribution Date and (B) the excess, if any, of the aggregate Stated Principal Balance of the Group 3 Loans on such Distribution Date over 0.35% of the aggregate principal balance of the Group 3 Loans as of the Cut-Off Date.

Class 3-B-5-L Regular Interest: The uncertificated undivided beneficial interest in REMIC III which constitutes a REMIC III Regular Interest and is entitled to distributions as set forth herein.

Class 3-C Certificates: The Certificates designated as “Class 3-C” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 3-C-L Regular Interest: The uncertificated undivided beneficial interest in REMIC III which constitutes a REMIC III Regular Interest and is entitled to distributions as set forth herein.

Class 3-M-1 Certificates: The Certificates designated as “Class 3-M-1” on the face thereof in substantially the form attached hereto as Exhibit A.

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Class 3-M-1 Principal Distribution Amount: For any Distribution Date, the excess of (x) the sum of (A) the aggregate Class Principal Balance of the Group 3-A Certificates (after taking into account any payment of the Group 3-A Principal Distribution Amount on such Distribution Date) and (B) the Class 3-M-1 Principal Balance immediately prior to such Distribution Date over (y) the lesser of (A) the product of (i) 86.6% and (ii) the aggregate Stated Principal Balance of the Group 3 Loans on such Distribution Date and (B) the excess, if any, of the aggregate Stated Principal Balance of the Group 3 Loans on such Distribution Date over 0.35% of the aggregate principal balance of the Group 3 Loans as of the Cut-Off Date.

Class 3-M-1-L Regular Interest: The uncertificated undivided beneficial interest in REMIC III which constitutes a REMIC III Regular Interest and is entitled to distributions as set forth herein.

Class 3-M-2 Certificates: The Certificates designated as “Class 3-M-2” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 3-M-2 Principal Distribution Amount: For any Distribution Date, the excess of (x) the sum of (A) the aggregate Class Principal Balance of the Group 3-A and Class 3-M-1 Certificates (after taking into account any payment of the Group 3-A and Class 3-M-1 Principal Distribution Amounts on such Distribution Date) and (B) the Class 3-M-2 Principal Balance immediately prior to such Distribution Date over (y) the lesser of (A) the product of (i) 88.9% and (ii) the aggregate Stated Principal Balance of the Group 3 Loans on such Distribution Date and (B) the excess, if any, of the aggregate Stated Principal Balance of the Group 3 Loans on such Distribution Date over 0.35% of the aggregate principal balance of the Group 3 Loans as of the Cut-Off Date.

Class 3-M-2-L Regular Interest: The uncertificated undivided beneficial interest in REMIC III which constitutes a REMIC III Regular Interest and is entitled to distributions as set forth herein.

Class 3-M-3 Certificates: The Certificates designated as “Class 3-M-3” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 3-M-3 Principal Distribution Amount: For any Distribution Date, the excess of (x) the sum of (A) the aggregate Class Principal Balance of the Group 3-A, Class 3-M-1 and Class 3-M-2 Certificates (after taking into account any payment of the Group 3-A, Class 3-M-1 and Class 3-M-2 Principal Distribution Amounts on such Distribution Date) and (B) the Class 3-M-3 Principal Balance immediately prior to such Distribution Date over (y) the lesser of (A) the product of (i) 89.9% and (ii) the aggregate Stated Principal Balance of the Group 3 Loans on such Distribution Date and (B) the excess, if any, of the aggregate Stated Principal Balance of the Group 3 Loans on such Distribution Date over 0.35% of the aggregate principal balance of the Group 3 Loans as of the Cut-Off Date.

Class 3-M-3-L Regular Interest: The uncertificated undivided beneficial interest in REMIC III which constitutes a REMIC III Regular Interest and is entitled to distributions as set forth herein.

Class 3-M-4 Certificates: The Certificates designated as “Class 3-M-4” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 3-M-4 Principal Distribution Amount: For any Distribution Date, the excess of (x) the sum of (A) the aggregate Class Principal Balance of the Group 3-A, Class 3-M-1, Class 3-M-2 and Class 3-M-3 Certificates (after taking into account any payment of the Group 3-A, Class 3-M-1, Class 3-M-2 and Class 3-M-3 Principal Distribution Amounts on such Distribution Date) and (B) the Class 3-M-4 Principal Balance immediately prior to such Distribution Date over (y) the lesser of (A) the product of (i) 90.9% and (ii) the aggregate Stated Principal Balance of the Group 3 Loans on such Distribution Date and (B) the excess, if any, of the aggregate Stated Principal Balance of the Group 3 Loans on such Distribution Date over 0.35% of the aggregate principal balance of the Group 3 Loans as of the Cut-Off Date.

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Class 3-M-4-L Regular Interest: The uncertificated undivided beneficial interest in REMIC III which constitutes a REMIC III Regular Interest and is entitled to distributions as set forth herein.

Class 3-M-5 Certificates: The Certificates designated as "Class 3-M-5" on the face thereof in substantially the form attached hereto as Exhibit A.

Class 3-M-5 Principal Distribution Amount: For any Distribution Date, the excess of (x) the sum of (A) the aggregate Class Principal Balance of the Group 3-A, Class 3-M-1, Class 3-M-2, Class 3-M-3 and Class 3-M-4 Certificates (after taking into account any payment of the Group 3-A, Class 3-M-1, Class 3-M-2, Class 3-M-3 and Class 3-M-4 Principal Distribution Amounts on such Distribution Date) and (B) the Class 3-M-5 Principal Balance immediately prior to such Distribution Date over (y) the lesser of (A) the product of (i) 91.9% and (ii) the aggregate Stated Principal Balance of the Group 3 Loans on such Distribution Date and (B) the excess, if any, of the aggregate Stated Principal Balance of the Group 3 Loans on such Distribution Date over 0.35% of the aggregate principal balance of the Group 3 Loans as of the Cut-Off Date.

Class 3-M-5-L Regular Interest: The uncertificated undivided beneficial interest in REMIC III which constitutes a REMIC III Regular Interest and is entitled to distributions as set forth herein.

Class 3-M-6 Certificates: The Certificates designated as "Class 3-M-6" on the face thereof in substantially the form attached hereto as Exhibit A.

Class 3-M-6 Principal Distribution Amount: For any Distribution Date, the excess of (x) the sum of (A) the aggregate Class Principal Balance of the Group 3-A, Class 3-M-1, Class 3-M-2, Class 3-M-3, Class 3-M-4 and Class 3-M-5 Certificates (after taking into account any payment of the Group 3-A, Class 3-M-1, Class 3-M-2, Class 3-M-3, Class 3-M-4 and Class 3-M-5 Principal Distribution Amounts on such Distribution Date) and (B) the Class 3-M-6 Principal Balance immediately prior to such Distribution Date over (y) the lesser of (A) the product of (i) 92.9% and (ii) the aggregate Stated Principal Balance of the Group 3 Loans on such Distribution Date and (B) the excess, if any, of the aggregate Stated Principal Balance of the Group 3 Loans on such Distribution Date over 0.35% of the aggregate principal balance of the Group 3 Loans as of the Cut-Off Date.

Class 3-M-6-L Regular Interest: The uncertificated undivided beneficial interest in REMIC III which constitutes a REMIC III Regular Interest and is entitled to distributions as set forth herein.

Class 3-PPP Certificates: The Certificates designated as "Class 3-PPP" on the face thereof in substantially the form attached hereto as Exhibit A.

Class 3-PPP Notional Amount: The aggregate principal balance of the Group 3 Loans as of the Cut-Off Date (after giving effect to payments due on the Mortgage Loans on such date).

Class 3-PPPReserve Fund: The separate trust account maintained and held by the Trustee pursuant to Section 3.18, which account shall bear a designation clearly indicating that the funds deposited therein are held in trust solely for the benefit of the Trust on behalf of the Class 3-PPP Certificateholders, or any other account serving a similar function acceptable to the Rating Agencies, and which account provides that the Trustee may make, or cause to be made, withdrawals therefrom in accordance with Section 3.18.

Class 4-A-1 Certificates: The Certificates designated as "Class 4-A-1" on the face thereof in substantially the form attached hereto as Exhibit A.

Class 4-A-1-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

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Class 4-A-2 Certificates: The Certificates designated as “Class 4-A-2” on the face thereof in substantially the form attached hereto as Exhibit A.

Class 4-A-2-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class 4-P Fraction: For each Class 4-P Mortgage Loan, a fraction, the numerator of which is 6.000% less the Pass-Through Rate on such Class 4-P Mortgage Loan and the denominator of which is 6.000%.

Class 4-P Mortgage Loan: Any Group 4 Loan with a Pass-Through Rate of less than 6.000% per annum.

Class A Certificates: The Group 1-A, Group 2-A, Group 3-A and Group 4-A Certificates.

Class A-L Regular Interests: The Group 1-A-L, Group 2-A-L, Group 3-A-L and Group 4-A-L Regular Interests.

Class C-P Certificates: The Certificates designated as “Class C-P” on the face thereof in substantially the form attached hereto as Exhibit A.

Class C-P-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class C-PPP Certificates: The Certificates designated as “Class C-PPP” on the face thereof in substantially the form attached hereto as Exhibit A.

Class C-PPP Notional Amount: The aggregate principal balance of the Group 1, Group 2 and Group 4 Loans as of the Cut-Off Date (after giving effect to payments due on the Mortgage Loans on such date).

Class C-PPPReserve Fund: The separate trust account maintained and held by the Trustee pursuant to Section 3.17, which account shall bear a designation clearly indicating that the funds deposited therein are held in trust solely for the benefit of the Trust on behalf of the Class C-PPP Certificateholders, or any other account serving a similar function acceptable to the Rating Agencies, and which account provides that the Trustee may make, or cause to be made, withdrawals therefrom in accordance with Section 3.17.

Class C-X Certificates: The Certificates designated as “Class C-X” on the face thereof in substantially the form attached hereto as Exhibit A.

Class C-X Notional Amount: With respect to any Distribution Date, the product of (x) the aggregate scheduled principal balance, as of the second preceding Due Date (after giving effect to (i) payments scheduled to be received as of such Due Date, whether or not received, and (ii) except for the first Distribution Date, any Payoffs received on or before the 14th day of the calendar month of such Due Date), of the Group 1 Premium Rate Mortgage Loans, Group 2 Premium Rate Mortgage Loans and the Group 4 Premium Rate Mortgage Loans and (y) a fraction, the numerator of which is the weighted average of the Stripped Interest Rates for the Group 1 Premium Rate Mortgage Loans, Group 2 Premium Rate Mortgage Loans and the Group 4 Premium Rate Mortgage Loans as of such Due Date and the denominator of which is 6.500%.

Class C-X-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class L-B-1 Certificates: The Certificates designated as “Class L-B-1” on the face thereof in substantially the form attached hereto as Exhibit A.

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Class L-B-1-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class L-B-2 Certificates: The Certificates designated as “Class L-B-2” on the face thereof in substantially the form attached hereto as Exhibit A.

Class L-B-2-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class L-B-3 Certificates: The Certificates designated as “Class L-B-3” on the face thereof in substantially the form attached hereto as Exhibit A.

Class L-B-3-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class L-B-4 Certificates: The Certificates designated as “Class L-B-4” on the face thereof in substantially the form attached hereto as Exhibit A.

Class L-B-4-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class L-B-5 Certificates: The Certificates designated as “Class L-B-5” on the face thereof in substantially the form attached hereto as Exhibit A.

Class L-B-5-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class L-B-6 Certificates: The Certificates designated as “Class L-B-6” on the face thereof in substantially the form attached hereto as Exhibit A.

Class L-B-6-L Regular Interest: The uncertificated undivided beneficial interest in REMIC I which constitutes a REMIC I Regular Interest and is entitled to distributions as set forth herein.

Class LT Principal Reduction Amounts: For any Distribution Date, the amounts by which the Class Principal Balances of the Class LT1, Class LT2, Class LT3 and Class LT4 Regular Interests, respectively, will be reduced on such Distribution Date by the allocation of Realized Losses and the distribution of principal, determined as described in Appendix 1.

Class LT1 Regular Interest: The uncertificated undivided beneficial interest in REMIC II which constitutes a REMIC II Regular Interest and is entitled to distributions as set forth herein.

Class LT2 Principal Distribution Amount: For any Distribution Date, the excess, if any, of the Class LT2 Principal Reduction Amount for such Distribution Date over the principal portion of Realized Losses allocated to the Class LT2 Regular Interest on such Distribution Date.

Class LT2 Regular Interest: The uncertificated undivided beneficial interest in REMIC II which constitutes a REMIC II Regular Interest and is entitled to distributions as set forth herein.

Class LT3 Principal Distribution Amount: For any Distribution Date, the excess, if any, of the Class LT3 Principal Reduction Amount for such Distribution Date over the principal portion of Realized Losses

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allocated to the Class LT3 Regular Interest on such Distribution Date.

Class LT3 Regular Interest: The uncertificated undivided beneficial interest in REMIC II which constitutes a REMIC II Regular Interest and is entitled to distributions as set forth herein.

Class LT4 Principal Distribution Amount: For any Distribution Date, the excess, if any, of the Class LT4 Principal Reduction Amount for such Distribution Date over the principal portion of Realized Losses allocated to the Class LT4 Regular Interest on such Distribution Date.

Class LT4 Regular Interest: The uncertificated undivided beneficial interest in REMIC II which constitutes a REMIC II Regular Interest and is entitled to distributions as set forth herein.

Class Notional Amount: With respect to the Class C-X Certificates and the Class C-X-L Regular Interest, the Class C-X Notional Amount. With respect to the Class C-PPP and Class 3-PPP Certificates, the Class C-PPP Notional Amount and the Class 3-PPP Notional Amount, respectively.

Class P Fraction: Any Class 1-P, Class 2-P or Class 4-P Fraction, as applicable.

Class P Mortgage Loan: Any of the Class 1-P, Class 2-P or Class 4-P Mortgage Loans.

Class P-L Regular Interests: The Class C-P-L Regular Interest.

Class PPP Certificates: The Class C-PPP and Class 3-PPP Certificates.

Class Principal Balance: For any Class of REMIC I, REMIC II or REMIC III Regular Interests (other than the Class 3-C-L Regular Interest) and for the Class R-1 Residual Interest, the applicable initial Class Principal Balance therefor set forth in the Preliminary Statement hereto (or, in the case of the Class R Certificates, the Class Principal Balance of the Class R-1 Residual Interest), corresponding to the rights of such Class in payments of principal due to be passed through to the Holders of such Class from principal payments on the Mortgage Loans, the REMIC I Regular Interests or the REMIC II Regular Interests, as applicable, as reduced from time to time by (x) distributions of principal to the Holders of such Class and (y) the portion of Realized Losses allocated to the Class Principal Balance of such Class pursuant to the definition of "Realized Loss" (including amounts allocated as losses to the Group L-B Certificates pursuant to the fifth paragraph of the definition of "Realized Loss") with respect to a given Distribution Date. For any Distribution Date, the reduction of the Class Principal Balance of any Class of REMIC I, REMIC II or REMIC III Regular Interests pursuant to the definition of "Realized Loss" shall be deemed effective after the determination and distribution of principal on such Class pursuant to the definitions of "REMIC I Distribution Amount," "REMIC II Distribution Amount" and "REMIC III Distribution Amount."

Notwithstanding the foregoing, (A) any amounts distributed in respect of Realized Losses allocable to principal pursuant to paragraph (I)(d)(i) or (I)(d)(ii) of the definition of "REMIC I Distribution Amount" shall not cause a reduction in the Class Principal Balance of the Class C-P Certificates or the Class C-P-L Regular Interest, (B) any amounts distributed in respect of Realized Losses allocable to principal pursuant to paragraph (I)(d)(xxi), (II)(a)(vi), (II)(b)(vi) or (II)(c)(vi) of the definition of "REMIC I Distribution Amount" shall not cause a reduction in the Class Principal Balances of the Group 1-L, Group 2-L or Group 4-L Regular Interests or their Corresponding Classes, (C) any amounts distributed in respect of Realized Losses pursuant to paragraph (II)(d)(xiii) of the definition of "REMIC III Distribution Amount" shall not cause a reduction in the Class Principal Balances of the Group 3-L Regular Interests or their Corresponding Classes and (D) any amounts distributed in respect of Realized Losses pursuant to clause (iv) of the definition of "REMIC II Distribution Amount" shall not cause a reduction in the Class Principal Balances of the REMIC II Regular Interests.

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In addition to the foregoing, on each Distribution Date, the Class Principal Balance of the Class of Group L-B Certificates with the lowest priority then outstanding (and of its Corresponding Class) shall be increased by an amount, for each of Loan Group 1, Loan Group 2 and Loan Group 4, equal to the lesser of (i) the Subsequent Recoveries for such Distribution Date for such Loan Group and (ii) the amount of Realized Losses for Mortgage Loans in such Loan Group allocated to such Class on previous Distribution Dates (the amount in this clause (ii) reduced by the amount, if any, by which such Class Principal Balance has been increased on prior Distribution Dates pursuant to this paragraph in respect of Subsequent Recoveries for such Loan Group).

In addition to the foregoing, on each Distribution Date, the Class Principal Balance of the Class of Group 3 Subordinate Certificates (other than the Class 3-C Certificates) with the lowest priority then outstanding (and its Corresponding Class of REMIC III Regular Interests) shall be increased by an amount equal to the lesser of (i) the Subsequent Recoveries for Loan Group 3 for such Distribution Date and (ii) the amount of Realized Losses allocated to such Class on previous Distribution Dates (the amount in this clause (ii) reduced by the amount, if any, by which such Class Principal Balance has been increased on prior Distribution Dates pursuant to this paragraph).

The Class Principal Balance for the Class 1-A-1 Certificates shall be referred to as the “Class 1-A-1 Principal Balance,” the Class Principal Balance for the Class 1-A-2 Certificates shall be referred to as the “Class 1-A-2 Principal Balance” and so on. The Class Principal Balances for the Class C-X Certificates and the Class C-X-M Regular Interest shall each be zero.

Class R Certificates: The Certificates designated as “Class R” on the face thereof in substantially the form attached hereto as Exhibit B, representing ownership of the Class R-1, Class R-2 and Class R-3 Residual Interests, each of which Class of Residual Interests has been designated as the sole class of “residual interest” in REMIC I, REMIC II and REMIC III, respectively, pursuant to Section 2.06 or Section 2.13, as applicable, for purposes of Section 860G(a)(2) of the Code.

Class R Residual Interests: The Class R-1, Class R-2 and Class R-3 Residual Interests (which shall be transferable only as a unit evidenced by the Class R Certificates, in accordance with the applicable provisions of Section 5.01).

Class R-1 Residual Interest: The uncertificated undivided beneficial interest in REMIC I which has been designated as the single class of “residual interest” in REMIC I pursuant to Section 2.06.

Class R-2 Residual Interest: The uncertificated undivided beneficial interest in REMIC II which has been designated as the single class of “residual interest” in REMIC II pursuant to Section 2.06.

Class R-3 Residual Interest: The uncertificated undivided beneficial interest in REMIC III which has been designated as the single class of “residual interest” in REMIC III pursuant to Section 2.13.

Class X-L Regular Interests: The Class C-X-L Regular Interest.

Clean-Up Call Percentage: 10%.

Clearing Agency: An organization registered as a “clearing agency” pursuant to Section 17A of the Securities Exchange Act of 1934, as amended, which initially shall be DTC.

Closing Date: June 29, 2006.

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

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Commission: The Securities and Exchange Commission.

Company: The meaning specified in the introductory paragraph hereof.

Compensating Interest: For any Distribution Date with respect to each Loan Group and the Mortgage Loans contained therein, the least of (i) the sum of (a) 1/12 of 0.050% of the aggregate Principal Balance of such Mortgage Loans immediately before such Distribution Date, (b) the aggregate Payoff Earnings with respect to such Mortgage Loans for such Distribution Date and (c) the aggregate Payoff Interest with respect to such Mortgage Loans for such Distribution Date, (ii) the aggregate Uncollected Interest with respect to such Mortgage Loans for such Distribution Date and (iii) 1/12 of 0.125% of the aggregate Principal Balance of such Mortgage Loans immediately before such Distribution Date.

Complying Insurance Company: With respect to a transfer of a Certificate, a transferee that satisfies the following conditions: (i) such transferee is an insurance company, (ii) the source of funds used by it to acquire or hold such Certificate is an "insurance company general account" (within the meaning of Department of Labor Prohibited Transaction Class Exemption ("PTCE") 95-60) and (iii) the conditions in Sections I and III of PTCE 95-60 have been satisfied.

Cooperative: A private, cooperative housing corporation which owns or leases land and all or part of a building or buildings, including apartments, spaces used for commercial purposes and common areas therein and whose board of directors authorizes, among other things, the sale of Cooperative Stock.

Cooperative Apartment: A dwelling unit in a multi-dwelling building owned or leased by a Cooperative, which unit the Mortgagor has an exclusive right to occupy pursuant to the terms of a proprietary lease or occupancy agreement.

Cooperative Lease: With respect to a Cooperative Loan, the proprietary lease or occupancy agreement with respect to the Cooperative Apartment occupied by the Mortgagor and relating to the related Cooperative Stock, which lease or agreement confers an exclusive right to the holder of such Cooperative Stock to occupy such apartment.

Cooperative Loans: Any of the Mortgage Loans made in respect of a Cooperative Apartment, evidenced by a Mortgage Note and secured by the related Cooperative Stock and the related Cooperative Lease, together with (i) the related Security Agreement, (ii) the related Cooperative Stock Certificate, (iii) the related assignment or mortgage of the Cooperative Lease, (iv) the related financing statements, (v) the related stock power or other similar instrument and (vi) the related Recognition Agreement

Cooperative Stock: With respect to a Cooperative Loan, the stock, partnership interest or other ownership instrument in the related Cooperative.

Cooperative Stock Certificate: With respect to a Cooperative Loan, the stock certificate or other instrument evidencing the related Cooperative Stock.

Corporate Trust Office: The corporate trust 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 located at 135 South LaSalle Street, Suite 1625, Chicago, Illinois, 60603, Attention: Global Securities and Trust Services – WMALT Series 2006-5.

Corporation: Any Person (other than an individual, partnership, joint venture or unincorporated organization) incorporated, associated, organized, chartered or existing under the laws of any state or under the federal laws of the United States of America; *provided*, that such Person have indefinite existence under the law of its domicile.

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Corresponding Class: With respect to the Group 3 Certificates and the Group 3-L Regular Interests, the "Corresponding Class" shall be as indicated in the following table:

Class 3-A-1A-L	Class 3-A-1A
Class 3-A-1B-L	Class 3-A-1B
Class 3-A-2-L	Class 3-A-2
Class 3-A-3-L	Class 3-A-3
Class 3-A-4A-L	Class 3-A-4A
Class 3-A-4B-L	Class 3-A-4B
Class 3-A-5-L	Class 3-A-5
Class 3-A-6-L	Class 3-A-6
Class 3-A-7-L	Class 3-A-7
Class 3-M-1-L	Class 3-M-1
Class 3-M-2-L	Class 3-M-2
Class 3-M-3-L	Class 3-M-3
Class 3-M-4-L	Class 3-M-4
Class 3-M-5-L	Class 3-M-5
Class 3-M-6-L	Class 3-M-6
Class 3-B-1-L	Class 3-B-1
Class 3-B-2-L	Class 3-B-2
Class 3-B-3-L	Class 3-B-3
Class 3-B-4-L	Class 3-B-4
Class 3-B-5-L	Class 3-B-5
Class 3-C-L	Class 3-C

With respect to the REMIC III Regular Interests (other than the Group 3-L Regular Interests) and the Group 1-L, Group 2-L Group 4-L Regular Interests, the "Corresponding Class" shall be as indicated in the following table:

Class 1-A-1-L	Class 1-A-1-M
Class 1-A-2-L	Class 1-A-2
Class 1-A-3-L	Class 1-A-3
Class 1-A-5-L	Class 1-A-4
Class 1-A-6-L	Class 1-A-6
Class 1-A-7-L	Class 1-A-7-M
Class 1-A-8-L	Class 1-A-8
Class 1-A-9-L	Class 1-A-9
Class 1-A-10-L	Class 1-A-10
Class 1-A-11-L	Class 1-A-11
Class 1-A-12-L	Class 1-A-12-M
Class 1-A-13-L	Class 1-A-13
Class 1-A-14-L	Class 1-A-14
Class 2-CB-1-L	Class 2-CB-1
Class 2-CB-2-L	Class 2-CB-2-M
Class 2-CB-3-L	Class 2-CB-3
Class 4-A-1-L	Class 4-A-1
Class 4-A-2-L	Class 4-A-2
Class C-X-L	Class C-X
Class C-P-L	Class C-P
Class L-B-1-L	Class L-B-1
Class L-B-2-L	Class L-B-2

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Class L-B-3-L	Class L-B-3
Class L-B-4-L	Class L-B-4
Class L-B-5-L	Class L-B-5
Class L-B-6-L	Class L-B-6

Credit Enhancement Percentage: For the Group 3-A Certificates for any Distribution Date, (i) the sum of (a) the aggregate Class Principal Balance of the Group 3 Subordinate Certificates (other than the Class 3-C Certificates) and (b) the Overcollateralization Amount, divided by (ii) the aggregate Stated Principal Balance of the Group 3 Loans, in each case immediately before such Distribution Date.

Cumulative Carry-Forward Subsequent Recoveries Amount: For any Distribution Date and any of Loan Group 1, Loan Group 2 or Loan Group 4, the sum of (i) the Carry-Forward Subsequent Recoveries Amount for such Distribution Date for such Loan Group and (ii) the Carry-Forward Subsequent Recoveries Amounts for prior Distribution Dates for such Loan Group to the extent such Carry-Forward Subsequent Recoveries Amounts have not been applied in reduction of Realized Losses on prior Distribution Dates pursuant to the first paragraph of the definition of “Realized Loss” herein.

Current Loan-to-Value Ratio: The Principal Balance of a Mortgage Loan as of the applicable date of substitution divided by the Appraised Value.

Curtailment: Any payment of principal on a Mortgage Loan, made by or on behalf of the related Mortgagor, other than a Monthly Payment, a Prepaid Monthly Payment or a Payoff, which is applied to reduce the outstanding principal balance of the Mortgage Loan. (Prepayment penalties are not payments of principal and hence Curtailments do not include prepayment penalties.)

Curtailment Shortfall: For any Distribution Date and for any Curtailment received in the Prior Period, an amount equal to one month’s interest on such Curtailment at the Pass-Through Rate for the applicable Mortgage Loan.

Custodial Account for P&I: A custodial account for principal and interest established and maintained by the Servicer pursuant to Section 3.02 either (a) with the corporate trust department of the Trustee or another financial institution approved by the Servicer such that the rights of the Servicer, the Trustee, the Trust, the Delaware Trustee and the Certificateholders thereto shall be fully protected against the claims of any creditors or depositors of the institution in which such account is maintained, (b) within FDIC insured accounts (or other accounts with comparable insurance coverage acceptable to the Rating Agencies) created, maintained and monitored by the Servicer or (c) as a separate account at an Eligible Institution. In the event that a Custodial Account for P&I is established pursuant to clause (b) of the preceding sentence, amounts held in such Custodial Account for P&I shall not exceed the level of deposit insurance coverage on such account; accordingly, more than one Custodial Account for P&I may be established. In the event that a Custodial Account for P&I is established pursuant to clause (c) it shall be entitled "[Name of Servicer] in trust for holders of Washington Mutual Mortgage Pass-Through Certificates, WMALT Series 2006-5."

Custodial Agreement: The agreement, if any, between the Trustee and a Custodian (or the Trustee, a Custodian and the Servicer) providing for the safekeeping of the Mortgage Files on behalf of the Trust.

Custodian: The Initial Custodian and any other custodian which is appointed by the Trustee with the consent of the Servicer, as provided in Article II hereof, pursuant to a Custodial Agreement. Any Custodian so appointed shall act as agent on behalf of the Trustee. The reasonable fees and expenses of the Custodian shall be paid by the Servicer.

Cut-Off Date: June 1, 2006.

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Definitive Certificates: Certificates in definitive, fully registered and certificated form.

Delaware Trustee: Christiana Bank & Trust Company, or its successor-in-interest as provided in Section 8.09, or any successor trustee appointed as herein provided.

Depositary Agreement: The Letter of Representations, dated June 28, 2006 by and among DTC, the Trust and the Trustee. The Trustee is authorized to enter into the Depositary Agreement on behalf of the Trust.

Destroyed Mortgage Note: A Mortgage Note the original of which (or a portion of the original of which) was permanently lost or destroyed and has not been replaced.

Determination Date: A day not later than the 10th day preceding a related Distribution Date, as determined by the Servicer.

Disqualified Organization: Any Person which is not a Permitted Transferee, but does not include any Pass-Through Entity which owns or holds a Residual Certificate and of which a Disqualified Organization, directly or indirectly, may be a stockholder, partner or beneficiary.

Distribution Date: With respect to distributions on the REMIC I, REMIC II and REMIC III Regular Interests and the Certificates, the 25th day (or, if such 25th day is not a Business Day, the Business Day immediately succeeding such 25th day) of each month, with the first such date being July 25, 2006. The "related Due Date" for any Distribution Date is the Due Date immediately preceding such Distribution Date.

DTC: The Depository Trust Company.

DTC Participant: A Person for whom DTC effects book-entry transfers and pledges of securities deposited with DTC.

Due Date: The day on which the Monthly Payment for each Mortgage Loan is due.

Eligible Institution: An institution having (i) the highest short-term debt rating, and one of the two highest long-term debt ratings, of the Rating Agencies, (ii) with respect to any Custodial Account for P&I, an unsecured long-term debt rating of at least one of the two highest unsecured long-term debt ratings of the Rating Agencies, (iii) with respect to any Buydown Fund Account or Custodial Account which also serves as a Buydown Fund Account, the highest unsecured long-term debt rating by the Rating Agencies, or (iv) the approval of the Rating Agencies. Notwithstanding the foregoing, Washington Mutual Bank shall be an "Eligible Institution" if the following conditions are satisfied: (i) Washington Mutual Bank is acting as Servicer, (ii) if S&P is a Rating Agency as defined herein, the long-term unsecured debt obligations of Washington Mutual Bank are rated no lower than "A-" by S&P and the short-term unsecured debt obligations of Washington Mutual Bank are rated no lower than "A-2" by S&P, (iii) if Fitch is a Rating Agency as defined herein, the long-term unsecured debt obligations of Washington Mutual Bank are rated no lower than "A" by Fitch and the short-term unsecured debt obligations of Washington Mutual Bank are rated no lower than "F1" by Fitch and (iv) if Moody's is a Rating Agency as defined herein, the long-term unsecured debt obligations of Washington Mutual Bank are rated no lower than "A2" by Moody's and the short-term unsecured debt obligations of Washington Mutual Bank are rated no lower than "P-1" by Moody's; *provided,* that if the long-term or short-term unsecured debt obligations of Washington Mutual Bank are downgraded by any of the Rating Agencies to a rating lower than the applicable rating specified in this sentence, Washington Mutual Bank shall cease to be an "Eligible Institution" ten Business Days after it receives notification of such downgrade.

Eligible Investments: The investment property or other property listed below:

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(i) Obligations of, or guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof when such obligations are backed by the full faith and credit of the United States;

(ii) Repurchase agreements on obligations described in clause (i) of this definition of "Eligible Investments," provided that the unsecured obligations of the party (including the institution acting as Trustee) agreeing to repurchase such obligations have at the time one of the two highest short term debt ratings of the Rating Agencies and provided that such repurchaser's unsecured long term debt has one of the two highest unsecured long term debt ratings of the Rating Agencies;

(iii) Federal funds, certificates of deposit, time deposits and bankers' acceptances of the institution acting as Trustee or any bank or trust company incorporated under the laws of the United States or any state, provided that the debt obligations of such bank or trust company (or, in the case of the principal bank in a bank holding company system, debt obligations of the bank holding company) at the date of acquisition thereof have one of the two highest short term debt ratings of the Rating Agencies and unsecured long term debt has one of the two highest unsecured long term debt ratings of the Rating Agencies;

(iv) Obligations of, or obligations guaranteed by, any state of the United States or the District of Columbia, provided that such obligations at the date of acquisition thereof shall have the highest long-term debt ratings available for such securities from the Rating Agencies;

(v) Commercial paper of any corporation incorporated under the laws of the United States or any state thereof, which on the date of acquisition has the highest commercial paper rating of the Rating Agencies, provided that the corporation has unsecured long term debt that has one of the two highest unsecured long term debt ratings of the Rating Agencies;

(vi) Securities (other than stripped bonds or stripped coupons) bearing interest or sold at a discount that are issued by any corporation incorporated under the laws of the United States or any state thereof and have the highest long-term unsecured rating available for such securities from the Rating Agencies; provided, however, that securities issued by any such corporation will not be Eligible Investments to the extent that investment therein would cause the outstanding principal amount of securities issued by such corporation that are then held as part of the Investment Account or the Certificate Account to exceed 20% of the aggregate principal amount of all Eligible Investments then held in the Investment Account and the Certificate Account; and

(vii) Units of taxable money market funds (which may be 12b-1 funds, as contemplated under the rules promulgated by the Commission under the Investment Company Act of 1940), which funds have the highest rating available for such securities from the Rating Agencies or which have been designated in writing by the Rating Agencies as Eligible Investments;

provided, however, that such investment property or other property is held for a temporary period pursuant to Section 1.860G-2(g)(1) of the Treasury Regulations, and that such period can in no event exceed thirteen months.

In no event shall an instrument or security be an Eligible Investment if such instrument or security (a) evidences a right to receive only interest payments with respect to the obligations underlying such instrument or (b) has been purchased at a price greater than the outstanding principal balance of such instrument.

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

ERISA Restricted Certificate: Any Senior Subordinate Certificate.

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Event of Default: The meaning specified in Section 7.01.

Excess Liquidation Proceeds: With respect to any Distribution Date, the Groups 1, 2 & 3 Excess Liquidation Proceeds and the Group 3 Excess Liquidation Proceeds for such Distribution Date.

Excess Subordinated Amount: For any Distribution Date, the excess, if any, of (i) the Overcollateralization Amount over (ii) the Targeted Overcollateralization Amount for such Distribution Date, in each case calculated for this purpose after giving effect to the reduction on such Distribution Date of the aggregate Class Principal Balance of the Group 3 Certificates (other than the Class 3-C Certificates) that would result if 100% of the Group 3 Principal Remittance Amount were applied as a principal payment on such Distribution Date to the Group 3 Certificates (other than the Class 3-C Certificates), and after giving effect to the reduction of the principal balances of the Group 3 Loans as a result of Realized Losses incurred in the prior calendar month, but prior to giving effect to the allocation of any Realized Losses to the Group 3 Certificates on such Distribution Date.

Excess Subsequent Recoveries: For any Distribution Date and any Loan Group, the excess, if any, of (i) amounts received by the Servicer during the Prior Period in connection with the liquidation of defaulted Mortgage Loans in such Loan Group after such Mortgage Loans became Liquidated Mortgage Loans over (ii) the Subsequent Recoveries for such Distribution Date for such Loan Group.

Fannie Mae: The Federal National Mortgage Association and any successor thereto.

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

FHA: The Federal Housing Administration, or any successor thereto.

Final Maturity Date: With respect to each Class of the REMIC I, REMIC II and REMIC III Regular Interests, the date set forth in the applicable table contained in the Preliminary Statement hereto.

Final Yield Maintenance Payment Date: For the Class 1-A-1 Certificates, the Distribution Date in June 2012; for the Class 1-A-7 and Class 1-A-12 Certificates, the Distribution Date in June 2009; and for the Class 2-CB-2 Certificates, the Distribution Date in February 2013.

Fitch: Fitch Ratings, provided that at the applicable time it is a Rating Agency.

Freddie Mac: The Federal Home Loan Mortgage Corporation and any successor thereto.

Group 1 Certificates: The Group 1-A Certificates.

Group 1 Loans: The Mortgage Loans designated on the Mortgage Loan Schedule as Group 1 Loans.

Group 1 Lockout Adjusted Percentage: (i) For any Distribution Date occurring before July 2011, 0% and (ii) for any Distribution Date occurring in or after July 2011, the Group 1 Lockout Percentage.

Group 1 Lockout Liquidation Amount: For any Distribution Date, the aggregate, for each Group 1 Loan which became a Liquidated Mortgage Loan during the Prior Period, of the lesser of (i) the Group 1 Lockout Adjusted Percentage of the Principal Balance of such Mortgage Loan (exclusive of the Class 1-P Fraction thereof, with respect to any Class 1-P Mortgage Loan) and (ii) the Group 1 Lockout Adjusted Percentage of the Liquidation Principal with respect to such Mortgage Loan.

Group 1 Lockout Percentage: For any Distribution Date, the lesser of (i) 100% and (ii) the aggregate Class Principal Balance of the Class 1-A-11, Class 1-A-12 and Class 1-A-14 Certificates, divided by the aggregate

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Principal Balance of the Group 1 Loans (exclusive of the Class 1-P Fraction thereof, with respect to any Class 1-P Mortgage Loan), in each case immediately before such Distribution Date.

Group 1 Lockout Prepayment Percentage: For any Distribution Date, the product of (i) the Group 1 Lockout Percentage and (ii) the Step Down Percentage.

Group 1 Lockout Priority Amount: For any Distribution Date, the sum of (i) the Group 1 Lockout Adjusted Percentage of the Principal Payment Amount for Loan Group 1 (exclusive of the portion thereof attributable to principal distributions to the Class C-P-L Regular Interest pursuant to clauses (I)(a)(i) and (II)(a)(i) of the definition of "REMIC I Distribution Amount"), (ii) the Group 1 Lockout Prepayment Percentage of the Principal Prepayment Amount for Loan Group 1 (exclusive of the portion thereof attributable to principal distributions to the Class C-P-L Regular Interest pursuant to clauses (I)(a)(i) and (II)(a)(i) of the definition of "REMIC I Distribution Amount") and (iii) the Group 1 Lockout Liquidation Amount.

Group 1 Premium Rate Mortgage Loans: The Group 1 Loans having Pass-Through Rates greater than or equal to 6.000% per annum.

Group 1 Senior Liquidation Amount: For any Distribution Date, the sum of (A) the aggregate, for each Group 1 Loan which became a Liquidated Mortgage Loan during the Prior Period, of the lesser of: (i) the Group 1 Senior Percentage of the Principal Balance of such Mortgage Loan (exclusive of the Class 1-P Fraction thereof, with respect to any Class 1-P Mortgage Loan) and (ii) the Group 1 Senior Prepayment Percentage of the Liquidation Principal with respect to such Mortgage Loan and (B) the Group 1 Senior Prepayment Percentage of any Subsequent Recoveries for Loan Group 1 for such Distribution Date.

Group 1 Senior Percentage: For any Distribution Date, the lesser of (i) 100% and (ii) the aggregate Class Principal Balance of the Group 1-A and Class R Certificates divided by the aggregate Principal Balance of the Group 1 Loans (exclusive of the Class 1-P Fraction thereof with respect to any Class 1-P Mortgage Loan), in each case immediately before such Distribution Date.

Group 1 Senior Prepayment Percentage, Group 2 Senior Prepayment Percentage and Group 4 Senior Prepayment Percentage: For any Distribution Date, each of the Group 1 Senior Prepayment Percentage, Group 2 Senior Prepayment Percentage and Group 4 Senior Prepayment Percentage shall equal 100%, unless (i) the Group 1 Senior Percentage for such Distribution Date is less than or equal to the Group 1 Senior Percentage as of the Closing Date, the Group 2 Senior Percentage for such Distribution Date is less than or equal to the Group 2 Senior Percentage as of the Closing Date and the Group 4 Senior Percentage for such Distribution Date is less than or equal to the Group 4 Senior Percentage as of the Closing Date, (ii) such Distribution Date occurs on or after the fifth anniversary of the first Distribution Date and (iii) the following tests specified in clauses (a) through (f) are met with respect to each of Loan Group 1, Loan Group 2 and Loan Group 4:

(a) the mean aggregate Principal Balance as of the Distribution Date in each of the immediately preceding six calendar months of the Group 1 Loans which were 60 or more days delinquent as of such date (including Mortgage Loans in bankruptcy or foreclosure and Mortgaged Properties held by REMIC I) is less than or equal to 50% of the Subordinate Component Balance for Loan Group 1 as of the current Distribution Date,

(b) the mean aggregate Principal Balance as of the Distribution Date in each of the immediately preceding six calendar months of the Group 2 Loans which were 60 or more days delinquent as of such date (including Mortgage Loans in bankruptcy or foreclosure and Mortgaged Properties held by REMIC I) is less than or equal to 50% of the Subordinate Component Balance for Loan Group 2 as of the current Distribution Date,

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(c) the mean aggregate Principal Balance as of the Distribution Date in each of the immediately preceding six calendar months of the Group 4 Loans which were 60 or more days delinquent as of such date (including Mortgage Loans in bankruptcy or foreclosure and Mortgaged Properties held by REMIC I) is less than or equal to 50% of the Subordinate Component Balance for Loan Group 4 as of the current Distribution Date,

(d) cumulative Realized Losses on the Group 1 Loans allocated to the Group L-B Certificates, as a percentage of the Subordinate Component Balance for Loan Group 1 as of the Closing Date, are less than or equal to, for any Distribution Date (1) before the sixth anniversary of the first Distribution Date, 30%, (2) on or after the sixth anniversary but before the seventh anniversary of the first Distribution Date, 35%, (3) on or after the seventh anniversary but before the eighth anniversary of the first Distribution Date, 40%, (4) on or after the eighth anniversary but before the ninth anniversary of the first Distribution Date, 45%, and (5) on or after the ninth anniversary of the first Distribution Date, 50%,

(e) cumulative Realized Losses on the Group 2 Loans allocated to the Group L-B Certificates, as a percentage of the Subordinate Component Balance for Loan Group 2 as of the Closing Date, are less than or equal to, for any Distribution Date (1) before the sixth anniversary of the first Distribution Date, 30%, (2) on or after the sixth anniversary but before the seventh anniversary of the first Distribution Date, 35%, (3) on or after the seventh anniversary but before the eighth anniversary of the first Distribution Date, 40%, (4) on or after the eighth anniversary but before the ninth anniversary of the first Distribution Date, 45%, and (5) on or after the ninth anniversary of the first Distribution Date, 50%, and

(f) cumulative Realized Losses on the Group 4 Loans allocated to the Group L-B Certificates, as a percentage of the Subordinate Component Balance for Loan Group 4 as of the Closing Date, are less than or equal to, for any Distribution Date (1) before the sixth anniversary of the first Distribution Date, 30%, (2) on or after the sixth anniversary but before the seventh anniversary of the first Distribution Date, 35%, (3) on or after the seventh anniversary but before the eighth anniversary of the first Distribution Date, 40%, (4) on or after the eighth anniversary but before the ninth anniversary of the first Distribution Date, 45%, and (5) on or after the ninth anniversary of the first Distribution Date, 50%,

in which case the Group 1 Senior Prepayment Percentage, Group 2 Senior Prepayment Percentage and Group 4 Senior Prepayment Percentage shall be calculated as follows: (1) for any such Distribution Date on or after the fifth anniversary but before the sixth anniversary of the first Distribution Date, the Group 1 Senior Percentage, Group 2 Senior Percentage or Group 4 Senior Percentage, as applicable, for such Distribution Date plus 70% of the Subordinate Percentage for the related Loan Group for such Distribution Date; (2) for any such Distribution Date on or after the sixth anniversary but before the seventh anniversary of the first Distribution Date, the Group 1 Senior Percentage, Group 2 Senior Percentage or Group 4 Senior Percentage, as applicable, for such Distribution Date plus 60% of the Subordinate Percentage for the related Loan Group for such Distribution Date; (3) for any such Distribution Date on or after the seventh anniversary but before the eighth anniversary of the first Distribution Date, the Group 1 Senior Percentage, Group 2 Senior Percentage or Group 4 Senior Percentage, as applicable, for such Distribution Date plus 40% of the Subordinate Percentage for the related Loan Group for such Distribution Date; (4) for any such Distribution Date on or after the eighth anniversary but before the ninth anniversary of the first Distribution Date, the Group 1 Senior Percentage, Group 2 Senior Percentage or Group 4 Senior Percentage, as applicable, for such Distribution Date plus 20% of the Subordinate Percentage for the related Loan Group for such Distribution Date; and (5) for any such Distribution Date thereafter, the Group 1 Senior Percentage, Group 2 Senior Percentage or Group 4 Senior Percentage, as applicable, for such Distribution Date.

If on any Distribution Date the allocation to the Group 1-A, Group 2-A or Group 4-A Certificates of Principal Prepayments in the percentage required would reduce the aggregate Class Principal Balance of such

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Certificates below zero, the Group 1 Senior Prepayment Percentage, Group 2 Senior Prepayment Percentage or Group 4 Senior Prepayment Percentage, as applicable, for such Distribution Date shall be limited to the percentage necessary to reduce such aggregate Class Principal Balance to zero. Notwithstanding the foregoing, however, on each Distribution Date, the Class C-P Certificates shall receive the applicable Class P Fraction of all principal payments, including, without limitation, Principal Prepayments, received in respect of Class P Mortgage Loans.

Group 1 Senior Principal Distribution Amount: For any Distribution Date, an amount equal to the sum of (a) the Group 1 Senior Percentage of the Principal Payment Amount for Loan Group 1 (exclusive of the portion thereof attributable to principal distributions to the Class C-P-L Regular Interest pursuant to clauses (I)(a)(i) and (II)(a)(i) of the definition of "REMIC I Distribution Amount"), (b) the Group 1 Senior Prepayment Percentage of the Principal Prepayment Amount for Loan Group 1 (exclusive of the portion thereof attributable to principal distributions to the Class C-P-L Regular Interest pursuant to clauses (I)(a)(i) and (II)(a)(i) of the definition of "REMIC I Distribution Amount") and (c) the Group 1 Senior Liquidation Amount.

Group 1 Subordinate Percentage: For any Distribution Date, the excess of 100% over the Group 1 Senior Percentage for such date.

Group 1 Subordinate Prepayment Percentage: For any Distribution Date, the excess of 100% over the Group 1 Senior Prepayment Percentage for such Distribution Date; *provided, however,* that if the aggregate Class Principal Balance of the Group 1-A and Class R Certificates has been reduced to zero, then the Group 1 Subordinate Prepayment Percentage shall equal 100%.

Group 1 Super Lockout Priority Amount: For any Distribution Date, the lesser of (A) 99% of the aggregate amount available for distribution pursuant to clause (I)(a)(v)(B) of the definition of "REMIC I Distribution Amount" and (B) the product of (i) the aggregate amount available for distribution pursuant to clause (I)(a)(v)(B) of the definition of "REMIC I Distribution Amount", (ii) a fraction, the numerator of which is the aggregate Class Principal Balance of the Class 1-A-7, Class 1-A-8, Class 1-A-9 and Class 1-A-10 Certificates plus $35,750,000, and the denominator of which is the aggregate Class Principal Balance of the Class 1-A-1, Class 1-A-2, Class 1-A-3, Class 1-A-5, Class 1-A-6, Class 1-A-7, Class 1-A-8, Class 1-A-9, Class 1-A-10 and Class 1-A-13 Certificates, and (iii) the Step Down Percentage.

Group 1-A Certificates: The Class 1-A-1, Class 1-A-2, Class 1-A-3, Class 1-A-4, Class 1-A-5, Class 1-A-6, Class 1-A-7, Class 1-A-8, Class 1-A-9, Class 1-A-10, Class 1-A-11, Class 1-A-12, Class 1-A-13 and Class 1-A-14 Certificates.

Group 1-A-L Regular Interests: The Class 1-A-1-L, Class 1-A-2-L, Class 1-A-3-L, Class 1-A-5-L, Class 1-A-6-L, Class 1-A-7-L, Class 1-A-8-L, Class 1-A-9-L, Class 1-A-10-L, Class 1-A-11-L, Class 1-A-12-L, Class 1-A-13-L and Class 1-A-14-L Regular Interests.

Group 1-L Regular Interests: The Group 1-A-L Regular Interests.

Group 2 Certificates: The Group 2-A Certificates.

Group 2 Loans: The Mortgage Loans designated on the Mortgage Loan Schedule as Group 2 Loans.

Group 2 Lockout Adjusted Percentage: (i) For any Distribution Date occurring before July 2011, 0% and (ii) for any Distribution Date occurring in or after July 2011, the Group 2 Lockout Percentage.

Group 2 Lockout Liquidation Amount: For any Distribution Date, the aggregate, for each Group 2 Loan which became a Liquidated Mortgage Loan during the Prior Period, of the lesser of (i) the Group 2 Lockout Adjusted Percentage of the Principal Balance of such Mortgage Loan (exclusive of the Class 2-P Fraction

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thereof, with respect to any Class 2-P Mortgage Loan) and (ii) the Group 2 Lockout Adjusted Percentage of the Liquidation Principal with respect to such Mortgage Loan.

Group 2 Lockout Percentage: For any Distribution Date, the lesser of (i) 100% and (ii) the aggregate Class Principal Balance of the Class 2-CB-7 and Class 2-CB-8 Certificates, divided by the aggregate Principal Balance of the Group 2 Loans (exclusive of the Class 2-P Fraction thereof, with respect to any Class 2-P Mortgage Loan), in each case immediately before such Distribution Date.

Group 2 Lockout Prepayment Percentage: For any Distribution Date, the product of (i) the Group 2 Lockout Percentage and (ii) the Step Down Percentage.

Group 2 Lockout Priority Amount: For any Distribution Date, the sum of (i) the Group 2 Lockout Adjusted Percentage of the Principal Payment Amount for Loan Group 2 (exclusive of the portion thereof attributable to principal distributions to the Class C-P-L Regular Interest pursuant to clauses (I)(b)(i) and (II)(b)(i) of the definition of "REMIC I Distribution Amount"), (ii) the Group 2 Lockout Prepayment Percentage of the Principal Prepayment Amount for Loan Group 2 (exclusive of the portion thereof attributable to principal distributions to the Class C-P-L Regular Interest pursuant to clauses (I)(b)(i) and (II)(b)(i) of the definition of "REMIC I Distribution Amount") and (iii) the Group 2 Lockout Liquidation Amount.

Group 2 Premium Rate Mortgage Loans: The Group 2 Loans having Pass-Through Rates greater than or equal to 6.000% per annum.

Group 2 Senior Liquidation Amount: For any Distribution Date, the sum of (A) the aggregate, for each Group 2 Loan which became a Liquidated Mortgage Loan during the Prior Period, of the lesser of: (i) the Group 2 Senior Percentage of the Principal Balance of such Mortgage Loan (exclusive of the Class 2-P Fraction thereof, with respect to any Class 2-P Mortgage Loan) and (ii) the Group 2 Senior Prepayment Percentage of the Liquidation Principal with respect to such Mortgage Loan and (B) the Group 2 Senior Prepayment Percentage of any Subsequent Recoveries for Loan Group 2 for such Distribution Date.

Group 2 Senior Percentage: For any Distribution Date, the lesser of (i) 100% and (ii) the aggregate Class Principal Balance of the Group 2-A Certificates divided by the aggregate Principal Balance of the Group 2 Loans (exclusive of the Class 2-P Fraction thereof with respect to any Class 2-P Mortgage Loan), in each case immediately before such Distribution Date.

Group 2 Senior Prepayment Percentage: See the definition of "Group 1 Senior Prepayment Percentage, Group 2 Senior Prepayment Percentage and Group 4 Senior Prepayment Percentage."

Group 2 Senior Principal Distribution Amount: For any Distribution Date, an amount equal to the sum of (a) the Group 2 Senior Percentage of the Principal Payment Amount for Loan Group 2 (exclusive of the portion thereof attributable to principal distributions to the Class C-P-L Regular Interest pursuant to clauses (I)(b)(i) and (II)(b)(i) of the definition of "REMIC I Distribution Amount"), (b) the Group 2 Senior Prepayment Percentage of the Principal Prepayment Amount for Loan Group 2 (exclusive of the portion thereof attributable to principal distributions to the Class C-P-L Regular Interest pursuant to clauses (I)(b)(i) and (II)(b)(i) of the definition of "REMIC I Distribution Amount") and (c) the Group 2 Senior Liquidation Amount.

Group 2 Subordinate Percentage: For any Distribution Date, the excess of 100% over the Group 2 Senior Percentage for such date.

Group 2 Subordinate Prepayment Percentage: For any Distribution Date, the excess of 100% over the Group 2 Senior Prepayment Percentage for such Distribution Date; *provided, however,* that if the aggregate Class Principal Balance of the Group 2-A Certificates has been reduced to zero, then the Group 2 Subordinate Prepayment Percentage shall equal 100%.

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Group 2 Super Lockout Priority Amount: For any Distribution Date, the lesser of (A) 99% of the aggregate amount available for distribution pursuant to clause (I)(b)(iv)(B) of the definition of "REMIC I Distribution Amount" and (B) the product of (i) the aggregate amount available for distribution pursuant to clause (I)(b)(iv)(B) of the definition of "REMIC I Distribution Amount", (ii) a fraction, the numerator of which is the Class 2-CB-6 Principal Balance plus $32,100,000, and the denominator of which is the aggregate Class Principal Balance of the Class 2-CB-1, Class 2-CB-2, Class 2-CB-3, Class 2-CB-5, Class 2-CB-6, Class 2-CB-9 and Class 2-CB-P Certificates, and (iii) the Step Down Percentage.

Group 2-A Certificates: The Class 2-CB-1, Class 2-CB-2, Class 2-CB-3, Class 2-CB-4, Class 2-CB-5, Class 2-CB-6, Class 2-CB-7, Class 2-CB-8, Class 2-CB-9 and Class 2-CB-P Certificates.

Group 2-A-L Regular Interests: The Class 2-CB-1-L, Class 2-CB-2-L, Class 2-CB-3-L, Class 2-CB-5-L, Class 2-CB-6-L, Class 2-CB-7-L, Class 2-CB-8-L, Class 2-CB-9-L and Class 2-CB-P-L Regular Interests.

Group 2-L Regular Interests: The Group 2-A-L Regular Interests.

Group 3 Basic Principal Distribution Amount: For any Distribution Date, the excess of (i) the Group 3 Principal Remittance Amount over (ii) the Excess Subordinated Amount, if any.

Group 3 Certificates: The Group 3-A and Group 3 Subordinate Certificates.

Group 3 Clean-Up Call Option Date: The date on which the aggregate principal balance of the Group 3 Loans has been reduced to less than the Clean-Up Call Percentage of that balance as of the Cut-Off Date.

Group 3 Excess Liquidation Proceeds: With respect to any Distribution Date, the sum of (i) the excess, if any, of aggregate Liquidation Proceeds and Insurance Proceeds received with respect to the Group 3 Loans during the Prior Period over the amount that would have been received if Payoffs had been made with respect to such Mortgage Loans during such Prior Period and (ii) any Excess Subsequent Recoveries for Loan Group 3 for such Distribution Date.

Group 3 Extra Principal Distribution Amount: For any Distribution Date, the lesser of (i) the excess of (x) the Group 3 Interest Remittance Amount over (y) the sum of interest payable on the Group 3-L Regular Interests (other than the Class 3-C-L Regular Interest) on such Distribution Date pursuant to clause (II)(a) of the definition of "REMIC III Distribution Amount" and (ii) the Overcollateralization Deficiency Amount for such Distribution Date.

Group 3 Interest Remittance Amount: For any Distribution Date, the portion of the REMIC II Available Distribution Amount attributable to interest received or advanced (or paid as Compensating Interest) on the Group 3 Loans.

Group 3 Junior Subordinate Certificates: The Class 3-B-4, Class 3-B-5 and Class 3-C Certificates.

Group 3 Loans: The Mortgage Loans designated on the Mortgage Loan Schedule as Group 3 Loans.

Group 3 Lockout Distribution Percentage: For any Distribution Date, the percentage indicated below:

Distribution Date Occurring In	Step Down Percentage
July 2006 through June 2009	0%
July 2009 through June 2011	45%
July 2011 through June 2012	80%
July 2012 through June 2013	100%

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July 2013 and after	300%

Group 3 Lockout Priority Amount: For any Distribution Date, the lesser of (x) the aggregate Class Principal Balance of the Class 3-A-6 and Class 3-A-7 Certificates on such Distribution Date and (y) the Group 3 Lockout Distribution Percentage for such Distribution Date multiplied by the product of (A) a fraction, the numerator of which is the aggregate Class Principal Balance of the Class 3-A-6 and Class 3-A-7 Certificates and the denominator of which is the aggregate Class Principal Balance of the Group 3-A Certificates (in each case immediately prior to such Distribution Date) and (B) the Group 3-A Principal Distribution Amount for such Distribution Date.

Group 3 Principal Remittance Amount: For any Distribution Date, the REMIC II Available Distribution Amount less the Group 3 Interest Remittance Amount.

Group 3 Senior Subordinate Certificates: The Class 3-M-1, Class 3-M-2, Class 3-M-3, Class 3-M-4, Class 3-M-5, Class 3-M-6, Class 3-B-1, Class 3-B-2 and Class 3-B-3 Certificates.

Group 3 Subordinate Certificates: The Group 3 Senior Subordinate Certificates and Group 3 Junior Subordinate Certificates.

Group 3 Weighted Average Pass-Through Rate: For any Distribution Date, the weighted average of the Pass-Through Rates on the Group 3 Loans as of the second preceding Due Date (after giving effect to (i) payments due on such Mortgage Loans on such Due Date and (ii) except for the first Distribution Date, any Payoffs on such Mortgage Loans received on or before the 14th day of the calendar month of such Due Date).

Group 3-A Certificates: The Class 3-A-1A, Class 3-A-1B, Class 3-A-2, Class 3-A-3, Class 3-A-4A, Class 3-A-4B, Class 3-A-5, Class 3-A-6 and Class 3-A-7 Certificates.

Group 3-A Principal Distribution Amount: For any Distribution Date, the excess of (x) the aggregate Class Principal Balance of the Group 3-A Certificates immediately prior to such Distribution Date over (y) the lesser of (A) the product of (i) 84.0% and (ii) the aggregate Stated Principal Balance of the Group 3 Loans on such Distribution Date and (B) the excess, if any, of the aggregate Stated Principal Balance of the Group 3 Loans on such Distribution Date over 0.35% of the aggregate principal balance of the Group 3 Loans as of the Cut-Off Date.

Group 3-A-L Regular Interests : The Class 3-A-1A-L, Class 3-A-1B-L, Class 3-A-2-L, Class 3-A-3-L, Class 3-A-4A-L, Class 3-A-4B-L, Class 3-A-5-L, Class 3-A-6-L and Class 3-A-7-L Regular Interests.

Group 3-L Junior Subordinate Regular Interests: The Class 3-B-4-L, Class 3-B-5-L and Class 3-C-L Regular Interests.

Group 3-L Regular Interests: The Group 3-A-L and Group 3-L Subordinate Regular Interests.

Group 3-L Senior Subordinate Regular Interests: The Class 3-M-1-L, Class 3-M-2-L, Class 3-M-3-L, Class 3-M-4-L, Class 3-M-5-L, Class 3-M-6-L, Class 3-B-1-L, Class 3-B-2-L and Class 3-B-3-L Regular Interests.

Group 3-L Subordinate Regular Interests: The Group 3-L Senior Subordinate Regular Interests and Group 3-L Junior Subordinate Regular Interests.

Group 4 Certificates: The Group 4-A Certificates.

Group 4 Loans: The Mortgage Loans designated on the Mortgage Loan Schedule as Group 4 Loans.

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Group 4 Premium Rate Mortgage Loans: The Group 4 Loans having Pass-Through Rates greater than or equal to 6.000% per annum.

Group 4 Senior Liquidation Amount: For any Distribution Date, the sum of (A) the aggregate, for each Group 4 Loan which became a Liquidated Mortgage Loan during the Prior Period, of the lesser of: (i) the Group 4 Senior Percentage of the Principal Balance of such Mortgage Loan (exclusive of the Class 4-P Fraction thereof, with respect to any Class 4-P Mortgage Loan) and (ii) the Group 4 Senior Prepayment Percentage of the Liquidation Principal with respect to such Mortgage Loan and (B) the Group 4 Senior Prepayment Percentage of any Subsequent Recoveries for Loan Group 4 for such Distribution Date.

Group 4 Senior Percentage: For any Distribution Date, the lesser of (i) 100% and (ii) the aggregate Class Principal Balance of the Group 4-A Certificates divided by the aggregate Principal Balance of the Group 4 Loans (exclusive of the Class 4-P Fraction thereof with respect to any Class 4-P Mortgage Loan), in each case immediately before such Distribution Date.

Group 4 Senior Prepayment Percentage: See the definition of "Group 1 Senior Prepayment Percentage, Group 2 Senior Prepayment Percentage and Group 4 Senior Prepayment Percentage."

Group 4 Senior Principal Distribution Amount: For any Distribution Date, an amount equal to the sum of (a) the Group 4 Senior Percentage of the Principal Payment Amount for Loan Group 4 (exclusive of the portion thereof attributable to principal distributions to the Class C-P-L Regular Interest pursuant to clauses (I)(c)(i) and (II)(c)(i) of the definition of "REMIC I Distribution Amount"), (b) the Group 4 Senior Prepayment Percentage of the Principal Prepayment Amount for Loan Group 4 (exclusive of the portion thereof attributable to principal distributions to the Class C-P-L Regular Interest pursuant to clauses (I)(c)(i) and (II)(c)(i) of the definition of "REMIC I Distribution Amount") and (c) the Group 4 Senior Liquidation Amount.

Group 4 Subordinate Percentage: For any Distribution Date, the excess of 100% over the Group 4 Senior Percentage for such date.

Group 4 Subordinate Prepayment Percentage: For any Distribution Date, the excess of 100% over the Group 4 Senior Prepayment Percentage for such Distribution Date; *provided, however,* that if the aggregate Class Principal Balance of the Group 4-A Certificates has been reduced to zero, then the Group 4 Subordinate Prepayment Percentage shall equal 100%.

Group 4-A Certificates: The Class 4-A-1 and Class 4-A-2 Certificates.

Group 4-A-L Regular Interests: The Class 4-A-1-L and Class 4-A-2-L Regular Interests.

Group 4-L Regular Interests: The Group 4-A-L Regular Interests.

Group L-B Certificates: The Class L-B-1, Class L-B-2, Class L-B-3, Class L-B-4, Class L-B-5 and Class L-B-6 Certificates.

Group L-B Junior Subordinate Certificates: The Class L-B-4, Class L-B-5 and Class L-B-6 Certificates.

Group L-B Percentage: For any date of determination, the aggregate Class Principal Balance of the Group L-B Certificates divided by the then outstanding aggregate Principal Balance of the Group 1, Group 2 and Group 4 Loans.

Group L-B Senior Subordinate Certificates: The Class L-B-1, Class L-B-2 and Class L-B-3 Certificates.

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Group L-B Subordinate Liquidation Amount: For any Distribution Date, the excess, if any, of the sum of (A) the aggregate of Liquidation Principal for all Group 1, Group 2 and Group 4 Loans which became Liquidated Mortgage Loans during the Prior Period and (B) any Subsequent Recoveries for such Distribution Date for Loan Group 1, Loan Group 2 and Loan Group 4, over the sum of the Group 1 Senior Liquidation Amount, the Group 2 Senior Liquidation Amount and the Group 4 Senior Liquidation Amount for such Distribution Date.

Group L-B Subordinate Principal Distribution Amount: For any Distribution Date, the excess of (A) the sum of (i) the Group 1 Subordinate Percentage of the Principal Payment Amount for Loan Group 1 (exclusive of the portion thereof attributable to principal distributions to the Class C-P-L Regular Interest pursuant to clause (I)(a)(i) of the definition of "REMIC I Distribution Amount"), (ii) the Group 2 Subordinate Percentage of the Principal Payment Amount for Loan Group 2 (exclusive of the portion thereof attributable to principal distributions to the Class C-P-L Regular Interest pursuant to clause (I)(b)(i) of the definition of "REMIC I Distribution Amount"), (iii) the Group 4 Subordinate Percentage of the Principal Payment Amount for Loan Group 4 (exclusive of the portion thereof attributable to principal distributions to the Class C-P-L Regular Interest pursuant to clause (I)(c)(i) of the definition of "REMIC I Distribution Amount"), (iv) the Group L-B Subordinate Principal Prepayments Distribution Amount (without regard to the proviso in the definition thereof) and (v) the Group L-B Subordinate Liquidation Amount over (B) the sum of (x) the amounts required to be distributed to the Class C-P-L Regular Interest pursuant to clauses (I)(d)(i) and (I)(d)(ii) of the definition of "REMIC I Distribution Amount" on such Distribution Date, (y) in the event that the aggregate Class Principal Balance of any of the Group 1-A-L, Group 2-A-L or Group 4-A-L Regular Interests has been reduced to zero, principal paid from the REMIC I Available Distribution Amount related to such Class A-L Regular Interests to the remaining Class A-L Regular Interests, as set forth in clause (X) of the sentence immediately following paragraph (I)(d) of the definition of "REMIC I Distribution Amount," and (z) the amounts paid from the REMIC I Available Distribution Amount for an Overcollateralized Group to the Class A-L Regular Interests related to an Undercollateralized Group pursuant to clause (Y) of the sentence immediately following paragraph (I)(d) of the definition of "REMIC I Distribution Amount."

On any Distribution Date, the Group L-B Subordinate Principal Distribution Amount shall be allocated pro rata, by Class Principal Balance, among the Classes of Group L-B-L Regular Interests and paid in the order of distribution to such Classes pursuant to clause (I)(d) of the definition of "REMIC I Distribution Amount" except as otherwise stated in such definition. Notwithstanding the foregoing, on any Distribution Date prior to distributions on such date, if the Subordination Level for any Class of Group L-B-L Regular Interests is less than such Subordination Level as of the Closing Date, the pro rata portion of the Group L-B Subordinate Principal Prepayments Distribution Amount otherwise allocable to the Class or Classes of Group L-B-L Regular Interests junior to such Class will be distributed to the most senior Class of Group L-B-L Regular Interests for which the Subordination Level is less than the Subordination Level as of the Closing Date, and to the Class or Classes of Group L-B-L Regular Interests senior thereto, pro rata according to the Class Principal Balances of such Classes. For purposes of this definition and the definition of "Subordination Level," the relative seniority, from highest to lowest, of the Group L-B-L Regular Interests shall be as follows: Class L-B-1-L, Class L-B-2-L, Class L-B-3-L, Class L-B-4-L, Class L-B-5-L and Class L-B-6-L.

Group L-B Subordinate Principal Prepayments Distribution Amount: For any Distribution Date, the sum of (i) the Group 1 Subordinate Prepayment Percentage of the Principal Prepayment Amount for Loan Group 1 (exclusive of the portion thereof attributable to principal distributions to the Class C-P-L Regular Interest pursuant to clause (I)(a)(i) of the definition of "REMIC I Distribution Amount"), (ii) the Group 2 Subordinate Prepayment Percentage of the Principal Prepayment Amount for Loan Group 2 (exclusive of the portion thereof attributable to principal distributions to the Class C-P-L Regular Interest pursuant to clause (I)(b)(i) of the definition of "REMIC I Distribution Amount") and (iii) the Group 4 Subordinate Prepayment Percentage of the Principal Prepayment Amount for Loan Group 4 (exclusive of the portion thereof attributable to principal distributions to the Class C-P-L Regular Interest pursuant to clause (I)(d)(i) of the definition of "REMIC I Distribution Amount"); *provided, however,* that if the amount specified in clause (B) of the definition of "Group L-B Subordinate Principal Distribution Amount" is greater than the sum of the amounts specified in clauses (A)(i), (A)(ii), (A)(iii) and (A)(v) of such definition, then the Group L-B Subordinate Principal Prepayments

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Distribution Amount shall be reduced by the amount of such excess.

Groups 1, 2 & 4 Credit Support Depletion Date: The first Distribution Date on which the aggregate Class Principal Balance of the Group L-B Certificates has been or will be reduced to zero as a result of principal distributions thereon and the allocation of Realized Losses on such Distribution Date.

Groups 1, 2 & 4 Excess Liquidation Proceeds: With respect to any Distribution Date, the sum of (i) the excess, if any, of aggregate Liquidation Proceeds and Insurance Proceeds received with respect to the Group 1, Group 2 and Group 4 Loans during the Prior Period over the amount that would have been received if Payoffs had been made with respect to such Mortgage Loans during such Prior Period and (ii) any Excess Subsequent Recoveries for Loan Group 1, Loan Group 2 and Loan Group 4 for such Distribution Date.

Indirect DTC Participants: Entities such as banks, brokers, dealers or trust companies, that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly.

Initial Custodial Agreement: The Custodial Agreement, dated the date hereof, among the Trustee, the Servicer and the Initial Custodian.

Initial Custodian: Washington Mutual Bank fsb.

Insurance Proceeds: Amounts paid or payable by the insurer under any Primary Insurance Policy or any other insurance policy (including any replacement policy permitted under this Agreement) covering any Mortgage Loan or Mortgaged Property, including, without limitation, any hazard insurance policy required pursuant to Section 3.07, any title insurance policy and any FHA insurance policy or VA guaranty, to the extent such amounts are not released to the Mortgagor in accordance with prudent mortgage loan servicing practices.

Interest Distribution Amount: For any Distribution Date, for any Class of REMIC I Regular Interests, REMIC II Regular Interests and REMIC III Regular Interests and for the Class R-1 Residual Interest, the amount of interest accrued during the Prior Period (or in the case of the Class 1-A-1-L, Class 1-A-7-L, Class 1-A-12-L, Class 2-CB-2-L and Class 3-A-1B-L Regular Interests, during the No-Delay Accrual Period), at the related Certificate Interest Rate for such Class for such Distribution Date, on the respective Class Principal Balance or Class Notional Amount immediately before such Distribution Date, reduced by Uncompensated Interest Shortfall and the interest portion of Realized Losses allocated to such Class on such Distribution Date pursuant to the definitions of “Uncompensated Interest Shortfall” and “Realized Loss,” respectively.

The computation of interest accrued shall (except with respect to the Class 3-A-1B-L Regular Interest) be made on the basis of a 360-day year of twelve 30-day months.

The computation of interest accrued shall, with respect to the Class 3-A-1B-L Regular Interest, be made on the basis of the actual number of days in the No-Delay Accrual Period and assuming a 360 day year.

The Interest Distribution Amount for the Class C-P-L Regular Interest shall equal zero.

Interest Transfer Amount: On any Distribution Date for an Undercollateralized Group, an amount equal to one month’s interest on the applicable Principal Transfer Amount at 6.000% per annum, plus any interest accrued on the Group 1-A-L Group 2-A-L or Group 4-A-L Regular Interests related to such Undercollateralized Group remaining unpaid from prior Distribution Dates.

Investment Account: The commingled account (which shall be commingled only with investment accounts related to series of pass-through certificates with a class of certificates which has a rating equal to the

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highest of the Ratings of the Certificates) maintained by the Servicer in the trust department of the Investment Depository pursuant to Section 3.03 and which bears a designation acceptable to the Rating Agencies.

Investment Depository: JPMorgan Chase Bank, N.A. or another bank or trust company designated from time to time by the Servicer. The Investment Depository shall at all times be an Eligible Institution.

Junior Subordinate Certificates: The Group L-B Junior Subordinate Certificates and Group 3 Junior Subordinate Certificates.

Last Scheduled Distribution Date: With respect to any Class of Certificates (other than the Class PPP and Group 4-A Certificates), the Final Maturity Date for such Class; with respect to the Group 4-A Certificates, the Distribution Date in July 2021; and with respect to the Class PPP Certificates, the Distribution Date in June 2010.

LIBOR: The London Interbank Offered Rate for one-month United States dollar deposits calculated in the manner described in Section 3.19.

LIBOR Determination Date: With respect to interest paid on any Distribution Date, the second day on which banks in London and New York City are open for conducting transactions in foreign currency and exchange prior to the 25th day of the month preceding the Distribution Date.

Liquidated Mortgage Loan: A Mortgage Loan (other than a Mortgage Loan with respect to which a Payoff has been made) for which the Servicer has determined in accordance with its customary servicing practices that it has received all amounts which it expects to recover from or on account of such Mortgage Loan, whether from Insurance Proceeds, Liquidation Proceeds or otherwise. For purposes of this definition, acquisition of a Mortgaged Property by the Trust shall not constitute final liquidation of the related Mortgage Loan.

Liquidation Principal: The principal portion of Liquidation Proceeds and Insurance Proceeds received (exclusive of the portion thereof attributable to distributions to the Class C-P-L Regular Interest pursuant to clauses (I)(a)(i), (I)(b)(i), (I)(c)(i), (II)(a)(i), (II)(b)(i) and (II)(c)(i) of the definition of “REMIC I Distribution Amount”) with respect to each Mortgage Loan which became a Liquidated Mortgage Loan during the Prior Period (but not in excess of the principal balance thereof).

Liquidation Proceeds: Amounts received and retained in connection with the liquidation of defaulted Mortgage Loans, whether through foreclosure or otherwise, other than Insurance Proceeds and other than Subsequent Recoveries, and (except for purposes of the definition of “Realized Loss”) after deduction of amounts reimbursable under Section 3.05(a)(i) and (ii).

Loan Group: Loan Group 1, Loan Group 2, Loan Group 3 or Loan Group 4, as applicable.

Loan Group 1: The group of Mortgage Loans comprised of the Group 1 Loans.

Loan Group 2: The group of Mortgage Loans comprised of the Group 2 Loans.

Loan Group 3: The group of Mortgage Loans comprised of the Group 3 Loans.

Loan Group 4: The group of Mortgage Loans comprised of the Group 4 Loans.

Lowest Class B Owner: An owner unaffiliated with the Company or the Servicer of (i) a 100% interest in the Class of Group L-B Certificates with the lowest priority, (ii) a 100% interest in the Class of Group 3

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Subordinate Certificates with the lowest priority or (iii) a 100% interest in a class of securities representing such interest in such Class specified in clause (i) or (ii) above.

MERS: Mortgage Electronic Registration Systems, Inc., a Delaware corporation, or any successor thereto.

MERS Loan: Any Mortgage Loan registered on the MERS® System for which MERS appears as the mortgagee of record on the related Mortgage or on an assignment thereof.

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

MIN: The Mortgage Identification Number for a MERS Loan.

MOM Loan: A MERS Loan that was registered on the MERS® System at the time of origination thereof and for which MERS appears as the mortgagee of record on the related Mortgage.

Monthly P&I Advance: An advance of funds by the Servicer pursuant to Section 4.02 to cover delinquent principal and interest installments.

Monthly Payment: The scheduled payment of principal and/or interest on a Mortgage Loan (including any amounts due from a Buydown Fund, if any) which is due on the related Due Date for such Mortgage Loan.

Moody's: Moody's Investors Service, Inc., provided that at the applicable time it is a Rating Agency.

Mortgage: The mortgage, deed of trust or other instrument securing a Mortgage Note.

Mortgage File: The following documents or instruments with respect to each Mortgage Loan, (X) with respect to each Mortgage Loan that is not a Cooperative Loan:

(i) The original Mortgage Note endorsed (A) in blank, without recourse, (B) to the Trustee, without recourse, or (C) to the Trust, without recourse, and all intervening endorsements evidencing a complete chain of endorsements from the originator tothe endorser last endorsing the Mortgage Note, or, in the event of any Destroyed Mortgage Note, a copy or a duplicate original of the Mortgage Note (or portion thereof, as applicable), together with an original lost note affidavit from the originator of the Mortgage Loan, the Seller or the Company stating that the original Mortgage Note (or portion thereof, as applicable) was lost, misplaced or destroyed, together with a copy of the Mortgage Note (or portion thereof, as applicable); *provided, however,* that in the event that either (a) Washington Mutual Bank or Washington Mutual Bank fsb is the Seller of the Mortgage Loan or (b) Washington Mutual Mortgage Securities Corp. is the Seller of the Mortgage Loan and purchased the Mortgage Loan from Washington Mutual Bank or Washington Mutual Bank fsb, then the Mortgage Note need not be endorsed in blank or to the Trustee or the Trust as provided above, but, if not so endorsed, shall be made payable to, or properly endorsed to, Washington Mutual Bank or Washington Mutual Bank fsb, as applicable;

(ii) The Buydown Agreement, if applicable;

(iii) (1) (x) the original recorded Mortgage with evidence of recording thereon for the jurisdiction in which the Mortgaged Property is located (which original recorded Mortgage, in the case of a MOM Loan, shall set forth the MIN and shall indicate that the Mortgage Loan is a MOM Loan), (y) unless the Mortgage Loan is a MERS Loan, an original assignment of the Mortgage duly executed and acknowledged in recordable form (A) in blank, (B) to the Trustee or (C) to the Trust, and (z) unless the Mortgage Loan is a MOM Loan, recorded originals of all intervening assignments evidencing a complete chain of assignment from the originator to the person executing the assignment described in clause

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(y); or

(2) (x) a copy (which may be in electronic form) of the Mortgage (which Mortgage, in the case of a MOM Loan, shall set forth the MIN and shall indicate that the Mortgage Loan is a MOM Loan) which represents a true and correct reproduction of the original Mortgage and which has either been certified (i) on the face thereof by the public recording office in the appropriate jurisdiction in which the Mortgaged Property is located, or (ii) by the originator, the Seller, the Servicer or the escrow or title company which provided closing services in connection with such Mortgage Loan as a true and correct copy the original of which has been sent for recordation, (y) unless the Mortgage Loan is a MERS Loan, an original assignment of the Mortgage duly executed and acknowledged in recordable form (A) in blank, (B) to the Trustee or (C) to the Trust, and (z) unless the Mortgage Loan is a MOM Loan, true and correct copies, certified by the applicable county recorder or by the originator, the Seller or the Servicer as described above, of all intervening assignments evidencing a complete chain of assignment from the originator to the person executing the assignment described in clause (y);

provided, however, that in the event that either (a) Washington Mutual Bank or Washington Mutual Bank fsb is the Seller of the Mortgage Loan or (b) Washington Mutual Mortgage Securities Corp. is the Seller of the Mortgage Loan and purchased the Mortgage Loan from Washington Mutual Bank or Washington Mutual Bank fsb, then the Mortgage File need not include an assignment of the Mortgage executed in blank or to the Trustee or the Trust as provided in clause (X)(iii)(1)(y) or (X)(iii)(2)(y) above, as applicable, but the Mortgage File shall, unless the Mortgage Loan was originated by Washington Mutual Bank or Washington Mutual Bank fsb, include a complete chain of assignments of the related Mortgage from the originator of such Mortgage Loan to Washington Mutual Bank or Washington Mutual Bank fsb, as applicable; and

(iv) For any Mortgage Loan that has been modified or amended, the original instrument or instruments effecting such modification or amendment;

and (Y) with respect to each Cooperative Loan:

(i) The original Mortgage Note endorsed (A) in blank, without recourse, (B) to the Trustee, without recourse, or (C) to the Trust, without recourse, and all intervening endorsements evidencing a complete chain of endorsements from the originator tothe endorser last endorsing the Mortgage Note, or, in the event of any Destroyed Mortgage Note, a copy or a duplicate original of the Mortgage Note (or portion thereof, as applicable), together with an original lost note affidavit from the originator of the Cooperative Loan, the Seller or the Company, as applicable, stating that the original Mortgage Note (or portion thereof, as applicable) was lost, misplaced or destroyed, together with a copy of the Mortgage Note (or portion thereof, as applicable); *provided, however,* that in the event that either (a) Washington Mutual Bank or Washington Mutual Bank fsb is the Seller of the Mortgage Loan or (b) Washington Mutual Mortgage Securities Corp. is the Seller of the Mortgage Loan and purchased the Mortgage Loan from Washington Mutual Bank or Washington Mutual Bank fsb, then the Mortgage Note need not be endorsed in blank or to the Trustee or the Trust as provided above, but, if not so endorsed, shall be made payable to, or properly endorsed to, Washington Mutual Bank or Washington Mutual Bank fsb, as applicable;

(ii) A counterpart of the Cooperative Lease and the Assignment of Proprietary Lease;

(iii) The Cooperative Stock Certificate, together with an undated stock power or other similar instrument executed in blank;

(iv) The Recognition Agreement;

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(v) The Security Agreement;

(vi) Copies of the original UCC financing statement, and any continuation statements or amendments thereof, each with evidence of recording thereof, perfecting the security interest granted under the Security Agreement and the Assignment of Proprietary Lease;

(vii) Copies of the filed UCC assignments or amendments of the UCC financing statements described in clause (vi) above showing an unbroken chain of assignments from the originator to the Trustee or the Trust, each with evidence of recording thereof;

(viii) Executed assignments of the interest of the originator in the Security Agreement, the Assignment of Proprietary Lease and the Recognition Agreement, showing an unbroken chain of assignments from the originator to the Trustee or the Trust; and

(ix) For any Cooperative Loan that has been modified or amended, the original instrument or instruments effecting such modification or amendment;

> *provided, however,* that in the event that either (a) Washington Mutual Bank or Washington Mutual Bank fsb is the Seller of the Mortgage Loan or (b) Washington Mutual Mortgage Securities Corp. is the Seller of the Mortgage Loan and purchased the Mortgage Loan from Washington Mutual Bank or Washington Mutual Bank fsb, then the Mortgage File need not include (1) a UCC assignment or amendment of the UCC financing statement referenced in clause (Y)(vi) above to the Trustee or the Trust as provided in clause (Y)(vii) above, but the Mortgage File shall, unless the Cooperative Loan was originated by Washington Mutual Bank or Washington Mutual Bank fsb, include a UCC assignment or amendment of such UCC financing statement to Washington Mutual Bank or Washington Mutual Bank fsb, as applicable, or (2) an assignment of the interest of the originator in the Security Agreement, the Assignment of Proprietary Lease and the Recognition Agreement to the Trustee or the Trust as provided in clause (Y)(viii) above, but the Mortgage File shall, unless the Cooperative Loan was originated by Washington Mutual Bank or Washington Mutual Bank fsb, include an assignment of such interest to Washington Mutual Bank or Washington Mutual Bank fsb, as applicable.

Mortgage Interest Rate: For any Mortgage Loan, the per annum rate at which interest accrues on such Mortgage Loan pursuant to the terms of the related Mortgage Note.

Mortgage Loan Purchase Agreement: The Mortgage Loan Purchase and Sale Agreement, dated as of December 28, 2005, between the Company and Washington Mutual Mortgage Securities Corp., as supplemented and amended by the Term Sheet, dated the Closing Date, between the Company and Washington Mutual Mortgage Securities Corp. and relating to the Certificates.

Mortgage Loan Schedule: The schedule or schedules, as amended from time to time, of Mortgage Loans attached hereto as Exhibit D, which shall set forth as to each Mortgage Loan the following, among other things:

(i) its loan number,

(ii) the city, state and zip code of the Mortgaged Property,

(iii) the Appraised Value of the property subject to the Mortgage,

(iv) the Principal Balance as of the Cut-Off Date,

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(v) the Mortgage Interest Rate under the Mortgage Note,

(vi) whether a Primary Insurance Policy is in effect as of the Cut-Off Date, and, if so, whether such Primary Insurance Policy is a Special Primary Insurance Policy,

(vii) the maturity of the Mortgage Note,

(viii) the Servicing Fee Rate,

(ix) the applicable term during which a Prepayment Premium, if any, may be imposed on such Mortgage Loan (which shall be shown on a separate schedule), and

(x) its Loan Group.

Mortgage Loans: The mortgage loans and cooperative loans (if any), including each Substitute Mortgage Loan, listed on the Mortgage Loan Schedule. With respect to each Mortgage Loan that is a Cooperative Loan, "Mortgage Loan" shall include, but not be limited to, the Mortgage Note and the related Security Agreement, Assignment of Proprietary Lease, Recognition Agreement, Cooperative Stock Certificate and Cooperative Lease and, with respect to each Mortgage Loan other than a Cooperative Loan, "Mortgage Loan" shall include, but not be limited to, the Mortgage Note and the related Mortgage.

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

Mortgage Pool: All of the Mortgage Loans.

Mortgage Pool Assets: (i) The Mortgage Loans (including all Substitute Mortgage Loans) identified on the Mortgage Loan Schedule, and all rights pertaining thereto, including the related Mortgage Notes, Mortgages, Cooperative Stock Certificates, Cooperative Leases, Security Agreements, Assignments of Proprietary Lease, and Recognition Agreements, and all Monthly Payments due after the Cut-Off Date and all other payments and distributions collected with respect to the Mortgage Loans on or after the Cut-Off Date; (ii) the Certificate Account, the Investment Account, the Yield Maintenance Account, the Class C-PPP Reserve Fund, the Class 3-PPP Reserve Fund, and all money, instruments, investment property, and other property credited thereto, carried therein, or deposited therein (except amounts constituting the Servicing Fee); (iii) the Custodial Accounts for P&I and any Buydown Fund Account (to the extent of the amounts on deposit or other property therein attributable to the Mortgage Loans), and all money, instruments, investment property, and other property credited thereto, carried therein, or deposited therein (except amounts constituting the Servicing Fee); (iv) all property that secured a Mortgage Loan and that has been acquired by foreclosure or deed in lieu of foreclosure or, in the case of a Cooperative Loan, a similar form of conversion, after the Cut-Off Date; (v) each FHA insurance policy, Primary Insurance Policy, VA guaranty, and other insurance policy related to any Mortgage Loan, and all amounts paid or payable thereunder and all proceeds thereof; and (vi) the Yield Maintenance Agreements.

Mortgaged Property: With respect to any Mortgage Loan, other than a Cooperative Loan, the real property, together with improvements thereto, and, with respect to any Cooperative Loan, the related Cooperative Stock and Cooperative Lease, securing the indebtedness of the Mortgagor under the related Mortgage Note. "Mortgaged Property" shall also refer to property which once secured the indebtedness of a Mortgagor under the related Mortgage Loan but which was acquired by the Trust upon foreclosure or other liquidation of such Mortgage Loan.

Mortgagor: The obligor on a Mortgage Note.

Net Monthly Excess Cashflow: For any Distribution Date, the portion of the REMIC III Available Distribution

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Amount for the Group 3-L Regular Interests for such Distribution Date remaining after making all payments of interest and principal to the Group 3-L Regular Interests (other than the Class 3-C-L Regular Interest) pursuant to clauses (III)(a), (III)(b) and (III)(c) of the definition of "REMIC III Distribution Amount."

No-Delay Accrual Period: For any Distribution Date, the period beginning on the 25th day of the month preceding that Distribution Date (or, in the case of the Class 3-A-1B-L Regular Interest and the first Distribution Date, on the Closing Date) and ending on the 24th day of the month of that Distribution Date.

Nonrecoverable Advance: With respect to any Mortgage Loan, any advance which the Servicer shall determine to be a Nonrecoverable Advance pursuant to Section 4.03 and which was, or is proposed to be, made by the Servicer.

Non-U.S. Person: A Person that is not a U.S. Person.

Notice Addresses: (a) In the case of the Company, 1201 Third Avenue, WMT 1706A, Seattle, WA 98101, or such other address as may hereafter be furnished to the Trustee in writing by the Company, (b) in the case of the Servicer, 11200 W Parkland Avenue Milwaukee, MI 53224, Fax No: (414) 359-5327, Attention: Teresa A. Arndorfer, with a copy to: Washington Mutual Legal Department, 1201 Third Avenue, WMT 1706, Seattle, WA 98101, Fax No: (206) 377-6244, Attention: WaMu, and with a copy to Washington Mutual Mortgage Securities Corp., 75 North Fairway Drive, Vernon Hills, Illinois 60061, Attention: Bond Administration, or such other address and fax number as may hereafter be furnished in writing by the Servicer, (c) in the case of the Trustee, at its Corporate Trust Office, or such other address as may hereafter be furnished to the Servicer in writing by the Trustee, (d) in the case of the Delaware Trustee, 1314 King Street, Wilmington, DE 19801, or such other address as may hereafter be furnished to the Servicer in writing by the Delaware Trustee, (e) in the case of the Trust, c/o LaSalle Bank National Association, at the Corporate Trust Office, or such other address as may hereafter be furnished to the Servicer in writing by the Trustee, (f) in the case of the Certificate Registrar, at its Corporate Trust Office, or such other address as may hereafter be furnished to the Trustee in writing by the Certificate Registrar, (g) in the case of S&P, 55 Water Street, 41st Floor, New York, New York 10041-0003, Attention: Residential Mortgage Backed Securities Surveillance Group, or such other address as may hereafter be furnished to the Trustee and Servicer in writing by S&P, and (h) in the case of Moody's, 99 Church Street, New York, NY 10007, Attention: Monitoring, or such other address as may hereafter be furnished to the Trustee and Servicer in writing by Moody's.

OTS: The Office of Thrift Supervision, or any successor thereto.

Officer's Certificate: A certificate signed by the Chairman of the Board, the President, a Vice President, or the Treasurer of the Servicer and delivered to the Trustee or the Delaware Trustee, as applicable.

Opinion of Counsel: A written opinion of counsel, who shall be reasonably acceptable to the Trustee or the Delaware Trustee, as applicable, and who may be counsel (including in-house counsel) for the Company or the Servicer.

Original Trust Agreement: The Trust Agreement, dated as of June 1, 2006, between the Company and the Delaware Trustee, providing for the creation of the Trust.

Overcollateralization Amount: For any Distribution Date, the excess of (i) the aggregate Stated Principal Balance of the Group 3 Loans over (ii) the aggregate Class Principal Balance of the Group 3 Certificates (other than the Class 3-C Certificates).

Overcollateralization Deficiency Amount: For any Distribution Date, the amount, if any, by which (x) the Targeted Overcollateralization Amount for such Distribution Date exceeds (y) the Overcollateralization

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Amount for such Distribution Date, in each case calculated for this purpose after giving effect to the reduction on such Distribution Date of the aggregate Class Principal Balance of the Group 3 Certificates (other than the Class 3-C Certificates) resulting from the payment of the Group 3 Basic Principal Distribution Amount on such Distribution Date, and after giving effect to the reduction of the principal balances of the Group 3 Loans as a result of Realized Losses incurred in the prior calendar month, but prior to giving effect to the allocation of any Realized Losses to the Group 3 Certificates on such Distribution Date.

Overcollateralized Group: Any of Loan Group 1, Loan Group 2 or Loan Group 4, if on any Distribution Date such Loan Group is not an Undercollateralized Group and the other of such Loan Groups is an Undercollateralized Group.

Ownership Interest: With respect to any Residual Certificate, any ownership or security interest in such Residual Certificate, including any interest in a Residual Certificate as the Holder thereof and any other interest therein whether direct or indirect, legal or beneficial, as owner or as pledgee.

Pass-Through Entity: Any regulated investment company, real estate investment trust, common trust fund, partnership, trust or estate, and any organization to which Section 1381 of the Code applies.

Pass-Through Rate: For each Mortgage Loan, the Mortgage Interest Rate for such Mortgage Loan less (i) the Servicing Fee Rate for such Mortgage Loan and (ii) if such Mortgage Loan was covered by a Special Primary Insurance Policy on the Closing Date (even if no longer so covered), the per annum rate at which the applicable Special Primary Insurance Premium for such Mortgage Loan is calculated. For each Mortgage Loan, any calculation of monthly interest at such rate shall be based upon annual interest at such rate (computed on the basis of a 360-day year of twelve 30-day months) on the unpaid Principal Balance of such Mortgage Loan divided by twelve, and any calculation of interest at such rate by reason of a Payoff shall be based upon annual interest at such rate on the outstanding Principal Balance of such Mortgage Loan multiplied by a fraction, the numerator of which is the number of days elapsed from the Due Date of the last scheduled payment of principal and interest to, but not including, the date of such Payoff, and the denominator of which is (a) for Payoffs received on a Due Date, 360, and (b) for all other Payoffs, 365.

Paying Agent: Any paying agent appointed by the Trustee pursuant to Section 8.12.

Payoff: Any payment by or on behalf of a Mortgagor of principal on a Mortgage Loan equal to the entire outstanding principal balance of such Mortgage Loan, if received in advance of the last scheduled Due Date for such Mortgage Loan and accompanied by an amount of interest equal to accrued unpaid interest on the Mortgage Loan to the date of such payment in full. (Prepayment penalties are not payments of principal and hence Payoffs do not include prepayment penalties.)

Payoff Earnings: For any Distribution Date with respect to each Mortgage Loan on which a Payoff was received by the Servicer during the Payoff Period, the aggregate of the interest earned by the Servicer from investment of each such Payoff from the date of receipt of such Payoff until the Business Day immediately preceding the related Distribution Date (net of investment losses).

Payoff Interest: For any Distribution Date with respect to a Mortgage Loan for which a Payoff was received on or after the first calendar day of the month of such Distribution Date and before the 15th calendar day of such month, an amount of interest thereon at the applicable Pass-Through Rate from the first day of the month of distribution through the day of receipt thereof; to the extent (together with aggregate Payoff Earnings and the aggregate Servicing Fee) not required to be distributed as Compensating Interest on such Distribution Date, aggregate Payoff Interest shall be payable to the Servicer as additional servicing compensation.

Payoff Period: For the first Distribution Date, the period from the Cut-Off Date through July 14, 2006, inclusive; and for any Distribution Date thereafter, the period from the 15th day of the Prior Period through

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the 14th day of the month of such Distribution Date, inclusive.

Percentage Interest: (a) With respect to the right of each Certificate of a particular Class in the distributions allocated to such Class, "Percentage Interest" shall mean the percentage equal to:

(i) with respect to any Certificate (other than the Residual, Class PPP and Class C-X Certificates), its Certificate Principal Balance divided by the applicable Class Principal Balance;

(ii) with respect to any Class PPP or Class C-X Certificate, the portion of the respective Class Notional Amount evidenced by such Certificate divided by the respective Class Notional Amount; and

(iii) with respect to any Residual Certificate, the percentage set forth on the face of such Certificate.

(b) With respect to the rights of each Certificate in connection with Sections 5.09, 7.01, 8.01(c), 8.02, 8.07, 10.01 and 10.03, "Percentage Interest" shall mean the percentage equal to:

(i) with respect to any Certificate (other than the Residual, Class PPP and Class C-X Certificates), the product of (x) ninety-nine percent (99%) and (y) its Certificate Principal Balance divided by the Aggregate Certificate Principal Balance of the Certificates; *provided, however,* that the percentage in clause (x) above shall be increased by one percent (1%) upon the retirement of the Class C-X Certificates;

(ii) with respect to any Class C-X Certificate, one percent (1%) of such Certificate's Percentage Interest as calculated by paragraph (a)(ii) of this definition; and

(iii) with respect to any Class PPP or Residual Certificate, zero.

Permitted Transferee: With respect to the holding or ownership of any Residual Certificate, any Person other than (i) the United States, a State or any 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 Code Section 521) which is exempt from the taxes imposed by Chapter 1 of the Code (unless such organization is subject to the tax imposed by Section 511 of the Code on unrelated business taxable income), (iv) rural electric and telephone cooperatives described in Code Section 1381(a)(2)(C), (v) any "electing large partnership" as defined in Section 775(a) of the Code, (vi) any Person from whom the Trustee has not received an affidavit to the effect that it is not a "disqualified organization" within the meaning of Section 860E(e)(5) of the Code, and (vii) any other Person so designated by the Company based upon an Opinion of Counsel that the transfer of an Ownership Interest in a Residual Certificate to such Person may cause REMIC I, REMIC II or REMIC III 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 Code Section 7701 or successor provisions. A corporation shall not be treated as an instrumentality of the United States or of any State or political subdivision thereof if all of its activities are subject to tax, and, with the exception of the Freddie Mac, a majority of its board of directors is not selected by such governmental unit.

Person: Any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof, or any other entity or organization, whether or not a legal entity.

Plan Investor: With respect to a transfer of a Certificate, an employee benefit or other plan subject to the prohibited transaction provisions of ERISA or Section 4975 of the Code, or any person (including an investment manager, a named fiduciary or a trustee of any such plan) acting, directly or indirectly, on behalf of or purchasing such Certificate with "plan assets" of any such plan.

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Prepaid Monthly Payment: Any Monthly Payment received prior to its scheduled Due Date, which is intended to be applied to a Mortgage Loan on its scheduled Due Date and held in the related Custodial Account for P&I until the Withdrawal Date following its scheduled Due Date.

Prepayment Premium: With respect to any Mortgage Loan, any fee or premium required to be paid by the Mortgagor if the Mortgagor voluntarily prepays such Mortgage Loan in full as provided in the related Mortgage Note or Mortgage, except for any such fee or premium required to be paid more than three years after origination thereof.

Primary Insurance Policy: With respect to any Mortgage Loan, a primary policy of mortgage guaranty insurance, if any, on such Mortgage Loan (including any Special Primary Insurance Policy).

Principal Balance: Except as used in Sections 2.08, 3.09 and 9.01 and except for purposes of the definition of Repurchase Price, at the time of any determination, the principal balance of a Mortgage Loan remaining to be paid at the close of business on the Cut-Off Date, after application of all scheduled principal payments due on or before the Cut-Off Date, whether or not received (or, in the case of a Substitute Mortgage Loan, its principal balance on its date of substitution, after deduction of all scheduled principal payments due on or before such date, whether or not received), reduced by all amounts distributed or (except when such determination occurs earlier in the month than the Distribution Date) to be distributed to Certificateholders through the Distribution Date in the month of determination that are reported as allocable to principal of such Mortgage Loan.

For purposes of the definition of Repurchase Price and as used in Sections 2.08, 3.09 and 9.01, at the time of any determination, the principal balance of a Mortgage Loan remaining to be paid at the close of business on the Cut-Off Date, after deduction of all scheduled principal payments due on or before the Cut-Off Date, whether or not received (or, in the case of a Substitute Mortgage Loan, its principal balance on its date of substitution, after deduction of all scheduled principal payments due on or before such date, whether or not received), reduced by all amounts distributed or to be distributed to Certificateholders (other than the price paid by the Servicer in connection with a purchase by the Servicer of the Mortgage Loans pursuant to Section 9.01) through the Distribution Date in the month of determination that are reported as allocable to principal of such Mortgage Loan.

The Principal Balance of a Mortgage Loan (including a Substitute Mortgage Loan) shall not be adjusted solely by reason of any bankruptcy or similar proceeding or any moratorium or similar waiver or grace period. Whenever a Realized Loss has been incurred with respect to a Mortgage Loan during a calendar month, the Principal Balance of such Mortgage Loan shall be reduced by the amount of such Realized Loss as of the Due Date next following the end of such calendar month.

Principal Payment: Any payment of principal on a Mortgage Loan other than a Principal Prepayment.

Principal Payment Amount: For any Distribution Date and for any of Loan Group 1, Loan Group 2 or Loan Group 4, the sum with respect to the Mortgage Loans in such Loan Group of (i) the scheduled principal payments (if any) on the Mortgage Loans due on the related Due Date, (ii) the principal portion of Repurchase Proceeds received during the Prior Period and (iii) any other unscheduled payments of principal which were received with respect to any Mortgage Loan during the Prior Period, other than Payoffs, Curtailments, Liquidation Principal and Subsequent Recoveries.

Principal Prepayment: Any payment of principal on a Mortgage Loan which constitutes a Payoff or a Curtailment.

Principal Prepayment Amount: For any Distribution Date and for any of Loan Group 1, Loan Group 2 or Loan Group 4, the sum with respect to the Mortgage Loans in such Loan Group of (i) Curtailments received during the Prior Period from such Mortgage Loans and (ii) Payoffs received during the Payoff Period from such

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Mortgage Loans.

Principal Transfer Amount: For any Distribution Date for an Undercollateralized Group, the excess, if any, of the aggregate Class Principal Balance of the Class A Certificates related to such Undercollateralized Group over the aggregate Principal Balance of the Mortgage Loans in such Loan Group (less the applicable Class P Fraction thereof with respect to any Class P Mortgage Loans in such Loan Group), in each case immediately prior to such Distribution Date.

Prior Period: With respect to any Distribution Date, the calendar month immediately preceding such Distribution Date.

Prospectus: The Prospectus, dated January 6, 2006, and the Prospectus Supplement, dated June 27, 2006, of the Company.

Rating Agency: Initially, each of S&P and Moody's, and thereafter, each nationally recognized statistical rating organization that has rated the Certificates at the request of the Company, or their respective successors in interest.

Ratings: As of any date of determination, the ratings, if any, of the Certificates as assigned by the applicable Rating Agencies.

Reacquired Mortgage Loan: A Mortgage Loan for which another Mortgage Loan is substituted pursuant to and in accordance with the provisions of Section 2.08.

Realized Loss: For any Distribution Date, with respect to any Mortgage Loan that became a Liquidated Mortgage Loan during the related Prior Period, the sum of (A) the excess, if any, of (i) accrued and unpaid interest on such Mortgage Loan over (ii) the aggregate Insurance Proceeds and Liquidation Proceeds received with respect to such Mortgage Loan (the interest portion of such Realized Loss) and (B) the excess, if any, of (i) the sum of (a) the Principal Balance of such Mortgage Loan and (b) the aggregate amount of Monthly P&I Advances (other than advances of delinquent interest) and any other advances made hereunder by the Servicer with respect to such Mortgage Loan, to the extent not previously reimbursed, over (ii) the aggregate Insurance Proceeds and Liquidation Proceeds received with respect to such Mortgage Loan (the amount in this clause (B)(ii) reduced by the amount in clause (A)(i) above) (the principal portion of such Realized Loss); *provided*, *however*, that for purposes of allocating Realized Losses to the REMIC I and REMIC III Regular Interests (other than the Group 3-L Regular Interests) pursuant to this definition of "Realized Loss," the aggregate principal portion of Realized Losses for any Distribution Date for any of Loan Group 1, Loan Group 2 and Loan Group 4 shall be reduced by the Cumulative Carry-Forward Subsequent Recoveries Amount for such Distribution Date for such Loan Group. For any Distribution Date, with respect to any Mortgage Loan that is not a Liquidated Mortgage Loan, the amount of the Bankruptcy Loss for such Mortgage Loan and such Distribution Date.

Realized Losses on Mortgage Loans in Loan Group 1, Loan Group 2 and Loan Group 4 shall be allocated among the REMIC I Regular Interests (i) for Realized Losses allocable to principal (a) first, to the Class L-B-6-L Regular Interest, until the Class L-B-6-L Principal Balance has been reduced to zero, (b) second, to the Class L-B-5-L Regular Interest, until the Class L-B-5-L Principal Balance has been reduced to zero, (c) third, to the Class L-B-4-L Regular Interest, until the Class L-B-4-L Principal Balance has been reduced to zero, (d) fourth, to the Class L-B-3-L Regular Interest, until the Class L-B-3-L Principal Balance has been reduced to zero, (e) fifth, to the Class L-B-2-L Regular Interest, until the Class L-B-2-L Principal Balance has been reduced to zero, (f) sixth, to the Class L-B-1-L Regular Interest, until the Class L-B-1-L Principal Balance has been reduced to zero, and (g) seventh, to the Class A-L Regular Interests related to such Loan Group, pro rata according to the Class Principal Balances thereof, in reduction thereof; *provided, however,* that if a Realized Loss allocable to principal is recognized with respect to a Class P Mortgage Loan, the applicable Class P Fraction of such Realized Loss shall first be allocated to the Class C-P-L Regular Interest and the

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remainder of such Realized Loss shall be allocated as set forth above in this clause (i); and (ii) for Realized Losses allocable to interest (a) first, to the Class L-B-6-L Regular Interest, in reduction of accrued but unpaid interest thereon and then in reduction of the Class L-B-6-L Principal Balance, (b) second, to the Class L-B-5-L Regular Interest, in reduction of accrued but unpaid interest thereon and then in reduction of the Class L-B-5-L Principal Balance, (c) third, to the Class L-B-4-L Regular Interest, in reduction of accrued but unpaid interest thereon and then in reduction of the Class L-B-4-L Principal Balance, (d) fourth, to the Class L-B-3-L Regular Interest, in reduction of accrued but unpaid interest thereon and then in reduction of the Class L-B-3-L Principal Balance, (e) fifth, to the Class L-B-2-L Regular Interest, in reduction of accrued but unpaid interest thereon and then in reduction of the Class L-B-2-L Principal Balance, (f) sixth, to the Class L-B-1-L Regular Interest, in reduction of accrued but unpaid interest thereon and then in reduction of the Class L-B-1-L Principal Balance, and (g) seventh, to the Class A-L Regular Interests related to such Loan Group, and the portion of the Class C-X-L Regular Interest that derives its interest from such Loan Group, pro rata according to accrued but unpaid interest on such Classes (or portions thereof), in reduction thereof, and then to those related Class A-L Regular Interests, pro rata according to the Class Principal Balances thereof, in reduction thereof; *provided, however,* that (1) all Realized Losses allocable to principal that would otherwise be allocated to the Class 1-A-2-L Regular Interest pursuant to clause (i) of this paragraph shall instead be allocated to the Class 1-A-13-L Regular Interest, in reduction of the Class 1-A-13-L Principal Balance, and all Realized Losses allocable to interest that would otherwise be allocated to the Class 1-A-2-L Regular Interest pursuant to clause (ii) of this paragraph shall instead be allocated to the Class 1-A-13-L Regular Interest, in reduction of accrued but unpaid interest thereon, and then in reduction of the Class 1-A-13-L Principal Balance, (2) until the Class 1-A-14-L Principal Balance has been reduced to zero, (x) all Realized Losses allocable to principal that would otherwise be allocated to the Class 1-A-8-L Regular Interest pursuant to clause (i) of this paragraph shall instead be allocated to the Class 1-A-14-L Regular Interest, in reduction of the Class 1-A-14-L Principal Balance, and all Realized Losses allocable to interest that would otherwise be allocated to the Class 1-A-8-L Regular Interest pursuant to clause (ii) of this paragraph shall instead be allocated to the Class 1-A-14-L Regular Interest, in reduction of accrued but unpaid interest thereon, and then in reduction of the Class 1-A-14-L Principal Balance, (y) all Realized Losses allocable to principal that would otherwise be allocated to the Class 1-A-10-L Regular Interest pursuant to clause (i) of this paragraph shall instead be allocated to the Class 1-A-14-L Regular Interest, in reduction of the Class 1-A-14-L Principal Balance, and all Realized Losses allocable to interest that would otherwise be allocated to the Class 1-A-10-L Regular Interest pursuant to clause (ii) of this paragraph shall instead be allocated to the Class 1-A-14-L Regular Interest, in reduction of accrued but unpaid interest thereon, and then in reduction of the Class 1-A-14-L Principal Balance, and (z) all Realized Losses allocable to principal that would otherwise be allocated to the Class 1-A-12-L Regular Interest pursuant to clause (i) of this paragraph shall instead be allocated to the Class 1-A-14-L Regular Interest, in reduction of the Class 1-A-14-L Principal Balance, and all Realized Losses allocable to interest that would otherwise be allocated to the Class 1-A-12-L Regular Interest pursuant to clause (ii) of this paragraph shall instead be allocated to the Class 1-A-14-L Regular Interest, in reduction of accrued but unpaid interest thereon, and then in reduction of the Class 1-A-14-L Principal Balance, (3) until the Class 2-CB-8-L Principal Balance has been reduced to zero, (x) all Realized Losses allocable to principal that would otherwise be allocated to the Class 2-CB-6-L Regular Interest pursuant to clause (i) of this paragraph shall instead be allocated to the Class 2-CB-8-L Regular Interest, in reduction of the Class 2-CB-8-L Principal Balance, and all Realized Losses allocable to interest that would otherwise be allocated to the Class 2-CB-6-L Regular Interest pursuant to clause (ii) of this paragraph shall instead be allocated to the Class 2-CB-8-L Regular Interest, in reduction of accrued but unpaid interest thereon, and then in reduction of the Class 2-CB-8-L Principal Balance, and (y) all Realized Losses allocable to principal that would otherwise be allocated to the Class 2-CB-7-L Regular Interest pursuant to clause (i) of this paragraph shall instead be allocated to the Class 2-CB-8-L Regular Interest, in reduction of the Class 2-CB-8-L Principal Balance, and all Realized Losses allocable to interest that would otherwise be allocated to the Class 2-CB-7-L Regular Interest pursuant to clause (ii) of this paragraph shall instead be allocated to the Class 2-CB-8-L Regular Interest, in reduction of accrued but unpaid interest thereon, and then in reduction of the Class 2-CB-8-L Principal Balance, and (4) all Realized Losses allocable to principal that would otherwise be allocated to the Class 4-A-1-L Regular Interest pursuant to clause (i) of this paragraph shall instead be allocated to the Class 4-A-2-L Regular Interest, in reduction of the Class 2-A-4-L Principal Balance, and all Realized Losses allocable to interest that would otherwise be allocated to the Class 4-A-1-L

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Regular Interest pursuant to clause (ii) of this paragraph shall instead be allocated to the Class 4-A-2-L Regular Interest, in reduction of accrued but unpaid interest thereon, and then in reduction of the Class 4-A-2-L Principal Balance; *provided, further*, that (A) amounts allocated to the Class 1-A-14-L Regular Interest pursuant to clause (2)(x) of the immediately preceding proviso shall be limited to 14.76669% of the Class 1-A-14-L Principal Balance on the related Distribution Date (up to an aggregate maximum of $350,000), (B) amounts allocated to the Class 1-A-14-L Regular Interest pursuant to clause (2)(y) of the immediately preceding proviso shall be limited to 43.03434% of the Class 1-A-14-L Principal Balance on the related Distribution Date (up to an aggregate maximum of $1,020,000), (C) amounts allocated to the Class 1-A-14-L Regular Interest pursuant to clause (2)(z) of the immediately preceding proviso shall be limited to 42.19897% of the Class 1-A-14-L Principal Balance on the related Distribution Date (up to an aggregate maximum of $1,000,200), (D) amounts allocated to the Class 2-CB-8-L Regular Interest pursuant to clause (3)(x) of the immediately preceding proviso shall be limited to 46.04152% of the Class 2-CB-8-L Principal Balance on the related Distribution Date (up to an aggregate maximum of $2,018,000) and (E) amounts allocated to the Class 2-CB-8-L Regular Interest pursuant to clause (3)(y) of the immediately preceding proviso shall be limited to 53.95848% of the Class 2-CB-8-L Principal Balance on the related Distribution Date (up to an aggregate maximum of $2,365,000).

Realized Losses allocable to principal or allocable to interest on the Group 3 Loans shall be allocated among the REMIC II Regular Interests as follows: (a) first, to the Class LT2, Class LT3 and Class LT4 Regular Interests, pro rata according to the Principal Reduction Amount thereof, to the extent of such Principal Reduction Amount in reduction of the Class Principal Balance of such Regular Interest, (b) second, to the Class LT1 Regular Interest, in reduction of the Class Principal Balance thereof, and (c) third, to the Class LT2, Class LT3 and Class LT4 Regular Interests, pro rata according to the Class Principal Balance thereof remaining after the application of clause (a) above, in reduction thereof.

For any Distribution Date, the excess, if any, of Realized Losses allocable to principal or allocable to interest on Group 3 Loans over the Overcollateralization Amount for such Distribution Date (calculated for this purpose after giving effect to the distributions on such Distribution Date to the Group 3 Certificates, and after giving effect to the reduction of the principal balances of the Group 3 Loans as a result of such Realized Losses) ("Excess Losses") shall be allocated among the Group 3-L Regular Interests (a) first, to the Class 3-B-5-L Regular Interest, until the Class 3-B-5-L Principal Balance has been reduced to zero, (b) second, to the Class 3-B-4-L Regular Interest, until the Class 3-B-4-L Principal Balance has been reduced to zero, (c) third, to the Class 3-B-3-L Regular Interest, until the Class 3-B-3-L Principal Balance has been reduced to zero, (d) fourth, to the Class 3-B-2-L Regular Interest, until the Class 3-B-2-L Principal Balance has been reduced to zero, (e) fifth, to the Class 3-B-1-L Regular Interest, until the Class 3-B-1-L Principal Balance has been reduced to zero, (f) sixth, to the Class 3-M-6-L Regular Interest, until the Class 3-M-6-L Principal Balance has been reduced to zero, (g) seventh, to the Class 3-M-5-L Regular Interest, until the Class 3-M-5-L Principal Balance has been reduced to zero, (h) eighth, to the Class 3-M-4-L Regular Interest, until the Class 3-M-4-L Principal Balance has been reduced to zero, (i) ninth, to the Class 3-M-3-L Regular Interest, until the Class 3-M-3 Principal Balance has been reduced to zero, (j) tenth, to the Class 3-M-2-L Regular Interest, until the Class 3-M-2-L Principal Balance has been reduced to zero, and (k) eleventh, to the Class 3-M-1-L Regular Interest, until the Class 3-M-1-L Principal Balance has been reduced to zero.

For any Distribution Date, any amounts distributed to the Class C-P-L Regular Interest pursuant to clauses (I)(d)(i) and (I)(d)(ii) of the definition of "REMIC I Distribution Amount" shall be allocated as a Realized Loss to the most junior Class (or Classes) of Group L-B-L Regular Interests, until the Class Principal Balance thereof has been reduced to zero.

Realized Losses allocated to any Class of REMIC I Regular Interests pursuant to this definition of "Realized Loss" in reduction of the Class Principal Balance thereof (including Realized Losses allocated to the Group L-B-L Regular Interests pursuant to the immediately preceding paragraph of this definition of "Realized Loss") shall also be allocated to the Corresponding Class in reduction of the Class Principal Balance thereof by the same amount.

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Realized Losses allocated to any Class of Group 3-L Regular Interests pursuant to this definition of "Realized Loss" in reduction of the Class Principal Balance thereof shall also be allocated to the Corresponding Class in reduction of the Class Principal Balance thereof by the same amount.

On each Distribution Date, after giving effect to the principal distributions and allocations of Realized Losses as provided in this Agreement (without regard to this paragraph), if the aggregate Class Principal Balance of all outstanding Classes of Group 1, Group 2 and Group 4 Certificates and the Class R-1 Residual Interest (plus any Cumulative Carry-Forward Subsequent Recoveries Amount for Loan Group 1, Loan Group 2 or Loan Group 4 for such Distribution Date) exceeds the aggregate principal balance of the Group 1, Group 2 and Group 4 Loans remaining to be paid at the close of business on the Cut-Off Date, after deduction of (i) all principal payments due on or before the Cut-Off Date in respect of each such Mortgage Loan whether or not paid, and (ii) all amounts of principal in respect of each such Mortgage Loan that have been received or advanced and included in the REMIC I Available Distribution Amount for Loan Group 1, Loan Group 2 and Loan Group 4 and all Realized Losses in respect of each such Mortgage Loan that have been allocated to the Group 1, Group 2 and Group 4 Certificates on such Distribution Date or prior Distribution Dates, then such excess will be deemed a Realized Loss allocable to principal and will be allocated to the most junior Class of Group L-B-L Regular Interests, in reduction of the Class Principal Balance thereof.

On each Distribution Date, after giving effect to the principal distributions and allocations of Realized Losses as provided in this Agreement (without regard to this paragraph), if the aggregate Class Principal Balance of all outstanding Classes of Group 3-L Regular Interests (other than the Class 3-L Regular Interest) exceeds the aggregate principal balance of the Group 3 Loans remaining to be paid at the close of business on the Cut-Off Date, after deduction of (i) all principal payments due on or before the Cut-Off Date in respect of each such Mortgage Loan whether or not paid, and (ii) all amounts of principal in respect of each such Mortgage Loan that have been received or advanced and included in the REMIC III Available Distribution Amount for the Group 3-L Regular Interests and all Realized Losses in respect of each such Mortgage Loan that have been allocated to the Group 3-L Regular Interests on such Distribution Date or prior Distribution Dates, then such excess will be deemed a Realized Loss allocable to principal and will be allocated to the most junior Class of Group 3-L Subordinate Certificates, in reduction of the Class Principal Balance thereof.

Recognition Agreement: With respect to a Cooperative Loan, the recognition agreement between the Cooperative and the originator of such Cooperative Loan.

Record Date: The last Business Day of the month immediately preceding the month of the related Distribution Date.

Recording Documents: With respect to each Mortgage Loan, the original recorded Mortgage relating to such Mortgage Loan and any intervening assignment thereof required to be included in the Mortgage File with evidence of recording thereon (or a copy of such original Mortgage or intervening assignment certified by the applicable recording office) (which may be in electronic form).

Reference Banks: As defined in Section 3.19(b).

Regular Interest Group: The Group 1-L, Group 2-L or Group 4-L Regular Interests, as applicable.

Regular Interests: (i) With respect to REMIC I, the REMIC I Regular Interests, (ii) with respect to REMIC II, the REMIC II Regular Interests and (iii) with respect to REMIC III, the REMIC III Regular Interests.

Regulation AB: Subpart 229.1100 – Asset Backed Securities (Regulation AB), 17 C.F.R. §§229.1100-229.1123, as such may be amended from time to time.

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Relief Act Shortfall: With respect to a Loan Group, for any Distribution Date for any Mortgage Loan in such Loan Group with respect to which the Servicemembers Civil Relief Act, as amended, formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940, or any comparable state legislation (collectively, the "Relief Act"), limits the amount of interest payable by the related Mortgagor, an amount equal to one month's interest on such Mortgage Loan at an annual interest rate equal to the excess, if any, of (i) the annual interest rate otherwise payable by the Mortgagor on the related Due Date under the terms of the related Mortgage Note over (ii) the annual interest rate payable by the Mortgagor on the related Due Date by application of the Relief Act.

REMIC: A real estate mortgage investment conduit, as such term is defined in the Code.

REMIC Provisions: Sections 860A through 860G of the Code, and the related Code provisions and regulations promulgated thereunder, as the foregoing may be in effect from time to time.

REMIC I: The segregated pool of assets of the Trust consisting of the REMIC I Assets.

REMIC I Assets: All of the Mortgage Pool Assets to the extent related to the Group 1, Group 2 and Group 4 Loans, other than (i) the Yield Maintenance Agreements and any proceeds thereof, (ii) the Assigned Prepayment Premiums for Loan Group 1, Loan Group 2 and Loan Group 4 and (iii) the Class C-PPP Reserve Fund.

REMIC I Available Distribution Amount: For each of Loan Group 1, Loan Group 2 and Loan Group 4 and for any Distribution Date, the sum of the following amounts with respect to the Mortgage Loans in such Loan Group:

(1) the total amount of all cash received by or on behalf of the Servicer with respect to the Mortgage Loans by the Determination Date for such Distribution Date and not previously distributed, including Liquidation Proceeds, Insurance Proceeds and scheduled amounts of distributions from Buydown Funds respecting Buydown Loans, if any, except:

(a) all scheduled payments of principal and interest collected but due subsequent to such Distribution Date;

(b) all Curtailments received after the Prior Period;

(c) all Payoffs received after the Payoff Period immediately preceding such Distribution Date (together with any interest payment received with such Payoffs to the extent that it represents the payment of interest accrued on the Mortgage Loans for the period subsequent to the Prior Period), and interest which was accrued and received on Payoffs received during the period from the 1st to the 14th day of the month of such Distribution Date, which interest shall not be included in the calculation of the REMIC I Available Distribution Amount for any Distribution Date;

(d) Insurance Proceeds, Liquidation Proceeds and Subsequent Recoveries received on the Mortgage Loans after the Prior Period;

(e) all amounts payable to the Servicer in reimbursement for advances made by the Servicer pursuant to this Agreement;

(f) the Servicing Fee for each Mortgage Loan, and any Special Primary Insurance Premium payable on such Distribution Date with respect to such Mortgage Loan;

(g) all prepayment penalties, late charges, non-sufficient funds fees and other fees and charges

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collected on the Mortgage Loans; and

(h) Excess Liquidation Proceeds;

(2) the sum, to the extent not previously distributed, of the following amounts, to the extent advanced or received, as applicable, by the Servicer:

(a) any Monthly P&I Advance with respect to such Distribution Date; and

(b) Compensating Interest for such Distribution Date; and

(3) Repurchase Proceeds received during the Prior Period.

REMIC I Distribution Amount: (I) For any Distribution Date prior to the Groups 1, 2 & 4 Credit Support Depletion Date, the REMIC I Available Distribution Amount for such Distribution Date shall be distributed to the REMIC I Regular Interests and the Class R-1 Residual Interest in the following amounts and priority:

(a) With respect to the Group 1-L, Class C-P-L and Class C-X-L Regular Interests, on any Distribution Date prior to the Groups 1, 2 & 4 Credit Support Depletion Date, to the extent of the REMIC I Available Distribution Amount for Loan Group 1 for such Distribution Date:

(i) first, to the Class C-P-L Regular Interest, the aggregate for all Class 1-P Mortgage Loans of the product for each Class 1-P Mortgage Loan of the applicable Class 1-P Fraction and the sum of (x) scheduled payments of principal on such Class 1-P Mortgage Loan due on or before the related Due Date in respect of which no distribution has been made on any previous Distribution Date and which were received by the Determination Date, or which have been advanced as part of a Monthly P&I Advance with respect to such Distribution Date, (y) the principal portion received in respect of such Class 1-P Mortgage Loan during the Prior Period of (1) Curtailments, (2) Insurance Proceeds, (3) Repurchase Proceeds and (4) Liquidation Proceeds and (z) the principal portion of Payoffs received in respect of such Class 1-P Mortgage Loan during the Payoff Period;

(ii) second, to the Group 1-A-L and Class C-X-L Regular Interests and the Class R-1 Residual Interest, concurrently, the sum of (x) the Interest Distribution Amounts for the Group 1-A-L Regular Interests and the Class R-1 Residual Interest and (y) the portion of the Interest Distribution Amount for the Class C-X-L Regular Interests derived from the Group 1 Loans, in each case remaining unpaid from previous Distribution Dates, pro rata according to their respective shares of such unpaid amounts;

(iii) third, to the Group 1-A-L and Class C-X-L Regular Interests and the Class R-1 Residual Interest, concurrently, the sum of (x) the Interest Distribution Amounts for the Group 1-A-L Regular Interests and the Class R-1 Residual Interest and (y) the portion of the Interest Distribution Amount for the Class C-X-L Regular Interests derived from the Group 1 Loans, in each case for the current Distribution Date, pro rata according to their respective Interest Distribution Amounts or portions thereof; and

(iv) fourth, to the Class R-1 Residual Interest, until the Class Principal Balance thereof has been reduced to zero; and

(v) fifth, to the Group 1-A-L Regular Interests, as principal, the Group 1 Senior Principal Distribution Amount (reduced by $100 for the first Distribution Date), sequentially, as follows:

(A) first, to the Class 1-A-11-L, Class 1-A-12-L and Class 1-A-14-L Regular Interests, pro rata, an amount, up to the amount of the Group 1 Lockout Priority Amount for that Distribution Date;

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(B) second, to the Class 1-A-7-L, Class 1-A-8-L, Class 1-A-9-L and Class 1-A-10-L Regular Interests, pro rata, an amount, up to the amount of the Group 1 Super Lockout Priority Amount for that Distribution Date;

(C) third, an amount, up to $1,000, to the Class 1-A-1-L Regular Interest, until the Class 1-A-1-L Principal Balance has been reduced to zero;

(D) fourth, an amount, up to $970,000, to the Class 1-A-2-L, Class 1-A-3-L and Class 1-A-13-L Regular Interests, pro rata, until the Class 1-A-2-L, Class 1-A-3-L and Class 1-A-13-L Principal Balances have each been reduced to zero;

(E) fifth, to the Class 1-A-1-L Regular Interest, until the Class 1-A-1-L Principal Balance has been reduced to zero;

(F) sixth, to the Class 1-A-2-L, Class 1-A-3-L and Class 1-A-13-L Regular Interests, pro rata, until the Class 1-A-2-L, Class 1-A-3-L and Class 1-A-13-L Principal Balances have each been reduced to zero;

(G) seventh, to the Class 1-A-5-L Regular Interest, until the Class 1-A-5-L Principal Balance has been reduced to zero;

(H) eighth, to the Class 1-A-6-L Regular Interest, until the Class 1-A-6-L Principal Balance has been reduced to zero;

(I) ninth,to the Class 1-A-7-L, Class 1-A-8-L, Class 1-A-9-L and Class 1-A-10-L Regular Interests, pro rata, until the Class 1-A-7-L, Class 1-A-8-L, Class 1-A-9-L and Class 1-A-10-L Principal Balances have each been reduced to zero; and

(J) tenth,to the Class 1-A-11-L, Class 1-A-12-L and Class 1-A-14-L Regular Interests, pro rata, until the Class 1-A-11-L, Class 1-A-12-L and Class 1-A-14-L Principal Balances have each been reduced to zero;

(b) With respect to the Group 2-L, Class C-P-L and Class C-X-L Regular Interests, on any Distribution Date prior to the Groups 1, 2 & 4 Credit Support Depletion Date, to the extent of the REMIC I Available Distribution Amount for Loan Group 2 for such Distribution Date:

(i) first, to the Class C-P-L Regular Interest, the aggregate for all Class 2-P Mortgage Loans of the product for each Class 2-P Mortgage Loan of the applicable Class 2-P Fraction and the sum of (x) scheduled payments of principal on such Class 2-P Mortgage Loan due on or before the related Due Date in respect of which no distribution has been made on any previous Distribution Date and which were received by the Determination Date, or which have been advanced as part of a Monthly P&I Advance with respect to such Distribution Date, (y) the principal portion received in respect of such Class 2-P Mortgage Loan during the Prior Period of (1) Curtailments, (2) Insurance Proceeds, (3) Repurchase Proceeds and (4) Liquidation Proceeds and (z) the principal portion of Payoffs received in respect of such Class 2-P Mortgage Loan during the Payoff Period;

(ii) second, to the Group 2-A-L and Class C-X-L Regular Interests, concurrently, the sum of (x) the Interest Distribution Amounts for the Group 2-A-L Regular Interests and (y) the portion of the Interest Distribution Amount for the Class C-X-L Regular Interest derived from the Group 2 Loans, in each case remaining unpaid from previous Distribution Dates, pro rata according to their respective shares of such unpaid amounts;

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(iii) third, to the Group 2-A-L and Class C-X-L Regular Interests, concurrently, the sum of (x) the Interest Distribution Amounts for the Group 2-A-L Regular Interests and (y) the portion of the Interest Distribution Amount for the Class C-X-L Regular Interest derived from the Group 2 Loans, in each case for the current Distribution Date, pro rata according to their respective Interest Distribution Amounts or portions thereof; and

(iv) fourth, to the Group 2-A-L Regular Interests, as principal, the Group 2 Senior Principal Distribution Amount, sequentially, as follows:

(A) first, to the Class 2-CB-7-L and Class 2-CB-8-L Regular Interests, pro rata, an amount, up to the amount of the Group 2 Lockout Priority Amount for that Distribution Date;

(B) second, to the Class 2-CB-6-L Regular Interest, an amount, up to the amount of the Group 2 Super Lockout Priority Amount for that Distribution Date;

(C) third, until theClass 2-CB-1-L, Class 2-CB-2-L, Class 2-CB-3-L, Class 2-CB-5-L, Class 2-CB-9-L and Class 2-CB-P-L Principal Balances have each been reduced to zero, concurrently, as follows:

(1) 53.3207602988% to theClass 2-CB-1-L Regular Interest, until the Class 2-CB-1-L Principal Balance has been reduced to zero; and

(2) 46.6792397012%, sequentially, as follows:

(a) first, an amount, up to $1,000, to theClass 2-CB-2-L Regular Interest, until the Class 2-CB-2-L Principal Balance has been reduced to zero;

(b) second, an amount, up to $430,000, to theClass 2-CB-3-L Regular Interest, until the Class 2-CB-3-L Principal Balance has been reduced to zero;

(c) third, to theClass 2-CB-2-L Regular Interest, until the Class 2-CB-2-L Principal Balance has been reduced to zero;

(d) fourth, to theClass 2-CB-3-L Regular Interest, until the Class 2-CB-3-L Principal Balance has been reduced to zero; and

(e) fifth, until theClass 2-CB-5-L, Class 2-CB-9-L and Class 2-CB-P-L Principal Balances have each been reduced to zero, concurrently, as follows:

(i) 92.3076923077%, sequentially, as follows:

(A) first, to theClass 2-CB-5-L Regular Interest, until the Class 2-CB-5-L Principal Balance has been reduced to zero; and

(B) second, to theClass 2-CB-9-L Regular Interest, until the Class 2-CB-9-L Principal Balance has been reduced to zero; and

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(ii) 7.6923076923% to theClass 2-CB-P-L Regular Interest, until the Class 2-CB-P-L Principal Balance has been reduced to zero;

(D) fourth, to theClass 2-CB-6-L Regular Interest, until the Class 2-CB-6-L Principal Balance has been reduced to zero; and

(E) fifth, to theClass 2-CB-7-L and Class 2-CB-8-L Regular Interests, pro rata, until the Class 2-CB-7-L and Class 2-CB-8-L Principal Balances have each been reduced to zero;

(c) With respect to the Group 4-L, Class C-P-L and Class C-X-L Regular Interests, on any Distribution Date prior to the Groups 1, 2 & 4 Credit Support Depletion Date, to the extent of the REMIC I Available Distribution Amount for Loan Group 4 for such Distribution Date:

(i) first, to the Class C-P-L Regular Interest, the aggregate for all Class 4-P Mortgage Loans of the product for each Class 4-P Mortgage Loan of the applicable Class 4-P Fraction and the sum of (x) scheduled payments of principal on such Class 4-P Mortgage Loan due on or before the related Due Date in respect of which no distribution has been made on any previous Distribution Date and which were received by the Determination Date, or which have been advanced as part of a Monthly P&I Advance with respect to such Distribution Date, (y) the principal portion received in respect of such Class 4-P Mortgage Loan during the Prior Period of (1) Curtailments, (2) Insurance Proceeds, (3) Repurchase Proceeds and (4) Liquidation Proceeds and (z) the principal portion of Payoffs received in respect of such Class 4-P Mortgage Loan during the Payoff Period;

(ii) second, to the Group 4-A-L and Class C-X-L Regular Interests, concurrently, the sum of (x) the Interest Distribution Amounts for the Group 4-A-L Regular Interests and (y) the portion of the Interest Distribution Amount for the Class C-X-L Regular Interest derived from the Group 4 Loans, in each case remaining unpaid from previous Distribution Dates, pro rata according to their respective shares of such unpaid amounts;

(iii) third, to the Group 4-A-L and Class C-X-L Regular Interests, concurrently, the sum of (x) the Interest Distribution Amounts for the Group 4-A-L Regular Interests and (y) the portion of the Interest Distribution Amount for the Class C-X-L Regular Interest derived from the Group 4 Loans, in each case for the current Distribution Date, pro rata according to their respective Interest Distribution Amounts or portions thereof; and

(iv) fourth, to the Group 4-A-L Regular Interests, pro rata according to Class Principal Balance, as principal, the Group 4 Senior Principal Distribution Amount, until the aggregate Class Principal Balance of the Group 4-A-L Regular Interests has been reduced to zero; and

(d) With respect to the Group 1-L, Group 2-L, Group 4-L, Class C-X-L, Class C-P-L and Group L-B-L Regular Interests and the Class R-1 Residual Interest, on any Distribution Date prior to the Groups 1, 2 & 4 Credit Support Depletion Date, to the extent of the REMIC I Available Distribution Amounts for the Loan Group 1, Loan Group 2 and Loan Group 4 for such Distribution Date remaining after the payment of the amounts pursuant to paragraphs (I)(a), (I)(b) and (I)(c) of this definition of “REMIC I Distribution Amount”:

(i) first, to the Class C-P-L Regular Interest, to the extent of amounts otherwise available to pay the Group L-B Subordinate Principal Distribution Amount (without regard to clause (B)(x) of the definition thereof) on such Distribution Date and to the extent not paid to such Class on previous Distribution Dates pursuant to clause (I)(d)(ii) of this definition of “REMIC I Distribution Amount,” principal in an amount equal to the Class 1-P, Class 2-P Fraction or Class 4-P Fraction, as applicable, of any Realized Loss on a Class 1-P, Class 2-P or Class 4-P Mortgage Loan incurred prior to the Prior Period;

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(ii) second, to the Class C-P-L Regular Interest, to the extent of amounts otherwise available to pay the Group L-B Subordinate Principal Distribution Amount (without regard to clause (B)(x) of the definition thereof) on such Distribution Date, principal in an amount equal to the Class 1-P, Class 2-P Fraction or Class 4-P Fraction, as applicable, of any loss on a Class 1-P, Class 2-P or Class 4-P Mortgage Loan incurred in the Prior Period; *provided*, that any amounts distributed in respect of losses pursuant to paragraph (I)(d)(i) or this paragraph (I)(d)(ii) of this definition of "REMIC I Distribution Amount" shall not cause a reduction in the Class C-P-L Principal Balance;

(iii) third, to the Class L-B-1-L Regular Interest, the Interest Distribution Amount for such Class remaining unpaid from previous Distribution Dates;

(iv) fourth, to the Class L-B-1-L Regular Interest, the Interest Distribution Amount for such Class for the current Distribution Date;

(v) fifth, to the Class L-B-1-L Regular Interest, the portion of the Group L-B Subordinate Principal Distribution Amount allocable to such Class pursuant to the definition of "Group L-B Subordinate Principal Distribution Amount," until the Class L-B-1-L Principal Balance has been reduced to zero;

(vi) sixth, to the Class L-B-2-L Regular Interest, the Interest Distribution Amount for such Class remaining unpaid from previous Distribution Dates;

(vii) seventh, to the Class L-B-2-L Regular Interest, the Interest Distribution Amount for such Class for the current Distribution Date;

(viii) eighth, to the Class L-B-2-L Regular Interest, the portion of the Group L-B Subordinate Principal Distribution Amount allocable to such Class pursuant to the definition of "Group L-B Subordinate Principal Distribution Amount," until the Class L-B-2-L Principal Balance has been reduced to zero;

(ix) ninth, to the Class L-B-3-L Regular Interest, the Interest Distribution Amount for such Class remaining unpaid from previous Distribution Dates;

(x) tenth, to the Class L-B-3-L Regular Interest, the Interest Distribution Amount for such Class for the current Distribution Date;

(xi) eleventh, to the Class L-B-3-L Regular Interest, the portion of the Group L-B Subordinate Principal Distribution Amount allocable to such Class pursuant to the definition of "Group L-B Subordinate Principal Distribution Amount," until the Class L-B-3-L Principal Balance has been reduced to zero;

(xii) twelfth, to the Class L-B-4-L Regular Interest, the Interest Distribution Amount for such Class remaining unpaid from previous Distribution Dates;

(xiii) thirteenth, to the Class L-B-4-L Regular Interest, the Interest Distribution Amount for such Class for the current Distribution Date;

(xiv) fourteenth, to the Class L-B-4-L Regular Interest, the portion of the Group L-B Subordinate Principal Distribution Amount allocable to such Class pursuant to the definition of "Group L-B Subordinate Principal Distribution Amount," until the Class L-B-4-L Principal Balance has been reduced to zero;

(xv) fifteenth, to the Class L-B-5-L Regular Interest, the Interest Distribution Amount for such Class remaining unpaid from previous Distribution Dates;

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(xvi) sixteenth, to the Class L-B-5-L Regular Interest, the Interest Distribution Amount for such Class for the current Distribution Date;

(xvii) seventeenth, to the Class L-B-5-L Regular Interest, the portion of the Group L-B Subordinate Principal Distribution Amount allocable to such Class pursuant to the definition of "Group L-B Subordinate Principal Distribution Amount," until the Class L-B-5-L Principal Balance has been reduced to zero;

(xviii) eighteenth, to the Class L-B-6-L Regular Interest, the Interest Distribution Amount for such Class remaining unpaid from previous Distribution Dates;

(xix) nineteenth, to the Class L-B-6-L Regular Interest, the Interest Distribution Amount for such Class for the current Distribution Date;

(xx) twentieth, to the Class L-B-6-L Regular Interest, the portion of the Group L-B Subordinate Principal Distribution Amount allocable to such Class pursuant to the definition of "Group L-B Subordinate Principal Distribution Amount," until the Class L-B-6-L Principal Balance has been reduced to zero;

(xxi) twenty-first, to the Classes of Group L-B-L Regular Interests in order of seniority (which, from highest to lowest, shall be as follows: Class L-B-1-L, Class L-B-2-L, Class L-B-3-L, Class L-B-4-L, Class L-B-5-L and Class L-B-6-L) the remaining portion, if any, of the REMIC I Available Distribution Amounts for Loan Group 1, Loan Group 2 and Loan Group 4, up to the amount of unreimbursed Realized Losses allocable to principal previously allocated or to be allocated on such Distribution Date to such Class, if any; *provided, however,* that any amounts distributed pursuant to this paragraph (I)(d)(xxi) of this definition of "REMIC I Distribution Amount" shall not cause a reduction in the Class Principal Balances of any of the Group L-B-L Regular Interests; and

(xxii) twenty-second to the Class R-1 Residual Interest, the Residual Distribution Amounts for Loan Group 1, Loan Group 2 and Loan Group 4 for such Distribution Date.

Notwithstanding the foregoing paragraph (I)(d) of this definition of "REMIC I Distribution Amount,"

(X) on any Distribution Date on which both of the following conditions specified in clauses (1) and (2) are met:

(1) the aggregate Class Principal Balance of any of the Group 1-A-L Regular Interests, the Group 2-A-L Regular Interests or the Group 4-A-L Regular Interests has been reduced to zero, and

(2) either (a) the Group L-B Percentage for such Distribution Date is less than 200% of the Group L-B Percentage as of the Closing Date or (b) the outstanding principal balance of the Mortgage Loans in any of Loan Group 1, Loan Group 2 or Loan Group 4 delinquent 60 days or more averaged over the last six months (including Mortgage Loans in foreclosure and Mortgage Loans the Mortgaged Property of which is held by REMIC I and acquired by foreclosure or deed in lieu of foreclosure), as a percentage of the related Subordinate Component Balance, is greater than or equal to 50%,

all principal received or advanced with respect to the Mortgage Loans in the Loan Group related to the Class A-L Regular Interests that have been paid in full (after distributions of principal to the Class C-P-L Regular Interest pursuant to paragraph (I)(a)(i), (I)(b)(i), (I)(c)(i), (I)(d)(i) and (I)(d)(ii) above, if applicable) shall be paid as principal to the remaining Class A-L Regular Interests of such other Regular Interest Group or Groups, pro rata, to the extent of and in reduction of the Class Principal Balances thereof, prior to any distributions of principal to the Group L-B-L Regular Interests pursuant to paragraph (I)(d) above, and

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(Y) if on any Distribution Date any of Loan Group 1, Loan Group 2 or Loan Group 4 is an Undercollateralized Group and the other such Loan Group is an Overcollateralized Group, then the REMIC I Available Distribution Amount for the Regular Interest Group or Groups related to the Overcollateralized Group or Groups, to the extent remaining following distributions of interest and principal to the Group 1-L, Group 2-L Group 4-L and Class C-P-L Regular Interests pursuant to paragraph (I)(a), (I)(b) or (I)(c) above, as applicable, shall be paid in the following priority: (1) first, such remaining amount, up to the Total Transfer Amount for such Undercollateralized Group, shall be distributed (a) first, to the Class A-L Regular Interests related to each Undercollateralized Group, in payment of any portion of the Interest Distribution Amounts for such Classes remaining unpaid from such Distribution Date or previous Distribution Dates, pro rata according to their respective shares of such unpaid amounts, and (b) second, to the Class A-L Regular Interests related to each such Undercollateralized Group, as principal, pro rata, and (2) second, any remaining amount shall be distributed pursuant to paragraph (I)(d) above.

(II) For any Distribution Date on or after the Groups 1, 2 & 4 Credit Support Depletion Date, the REMIC I Available Distribution Amounts for Loan Group 1, Loan Group 2 and Loan Group 4 for such Distribution Date shall be distributed to the outstanding Classes of REMIC I Regular Interests and the Class R-1 Residual Interest in the following amounts and priority:

(a) With respect to the Group 1-L, Class C-P-L and Class C-X-L Regular Interests, on each Distribution Date on or after the Groups 1, 2 & 4 Credit Support Depletion Date, to the extent of the REMIC I Available Distribution Amount for Loan Group 1 for such Distribution Date:

(i) first, to the Class C-P-L Regular Interest, principal in the amount that would otherwise be distributed to such Class on such Distribution Date pursuant to clause (I)(a)(i) of this definition of “REMIC I Distribution Amount”;

(ii) second, to the Group 1-A-L and Class C-X-L Regular Interests, the amount payable to each such Class on prior Distribution Dates pursuant to clause (I)(a)(iii) or (II)(a)(iii) of this definition of “REMIC I Distribution Amount,” and remaining unpaid, pro rata according to such amount payable to the extent of amounts available;

(iii) third, to the Group 1-A-L and Class C-X-L Regular Interests, concurrently, the sum of (x) the Interest Distribution Amounts for the Group 1-A-L Regular Interests and (y) the portion of the Interest Distribution Amount for the Class C-X-L Regular Interest derived from the Group 1 Loans, in each case for the current Distribution Date, pro rata according to their respective Interest Distribution Amounts or portion thereof;

(iv) fourth, to the Group 1-A-L Regular Interests, pro rata according to Class Principal Balance, as principal, the Group 1 Senior Principal Distribution Amount;

(v) fifth, any payments to the Group 2-L or Group 4-L Regular Interests pursuant to the last paragraph of clause (II) of this definition of “REMIC I Distribution Amount”;

(vi) sixth, to the Group 1-A-L Regular Interests, pro rata, and then to each Class of Group L-B-L Regular Interests in the order of seniority (which, from highest to lowest, shall be as follows: Class L-B-1-L, Class L-B-2-L, Class L-B-3-L, Class L-B-4-L, Class L-B-5-L and Class L-B-6-L of decreasing seniority), up to the amount of unreimbursed Realized Losses allocable to principal previously allocated or to be allocated on such Distribution Date to such Class, if any; *provided, however,* that any amounts distributed pursuant to this paragraph (II)(a)(vi) of this definition of “REMIC I Distribution Amount” shall not cause a reduction in the Class Principal Balances of any of the REMIC I Regular Interests; and

(vii) seventh, to the Class R-1 Residual Interest, the Residual Distribution Amount for Loan Group 1 for such Distribution Date.

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(b) With respect to the Group 2-L, Class C-P-L and Class C-X-L Regular Interests, on each Distribution Date on or after the Groups 1, 2 & 4 Credit Support Depletion Date, to the extent of the REMIC I Available Distribution Amount for Loan Group 2 for such Distribution Date:

(i) first, to the Class C-P-L Regular Interest, principal in the amount that would otherwise be distributed to such Class on such Distribution Date pursuant to clause (I)(b)(i) of this definition of "REMIC I Distribution Amount";

(ii) second, to the Group 2-A-L and Class C-X-L Regular Interests, the amount payable to each such Class on prior Distribution Dates pursuant to clause (I)(b)(iii) or (II)(b)(iii) of this definition of "REMIC I Distribution Amount," and remaining unpaid, pro rata according to such amount payable to the extent of amounts available;

(iii) third, to the Group 2-A-L and Class C-X-L Regular Interests, concurrently, the sum of (x) the Interest Distribution Amounts for the Group 2-A-L Regular Interests and (y) the portion of the Interest Distribution Amount for the Class C-X-L Regular Interest derived from the Group 2 Loans, in each case for the current Distribution Date, pro rata according to their respective Interest Distribution Amounts or portion thereof;

(iv) fourth, to the Group 2-A-L Regular Interests, pro rata according to Class Principal Balance, as principal, the Group 2 Senior Principal Distribution Amount;

(v) fifth, any payments to the Group 1-L or Group 4-L Regular Interests pursuant to the last paragraph of clause (II) of this definition of "REMIC I Distribution Amount";

(vi) sixth, to the Group 2-A-L Regular Interests, pro rata, and then to each Class of Group L-B-L Regular Interests in the order of seniority (which, from highest to lowest, shall be as follows: Class L-B-1-L, Class L-B-2-L, Class L-B-3-L, Class L-B-4-L, Class L-B-5-L and Class L-B-6-L of decreasing seniority), up to the amount of unreimbursed Realized Losses allocable to principal previously allocated or to be allocated on such Distribution Date to such Class, if any; *provided, however,* that any amounts distributed pursuant to this paragraph (II)(b)(vi) of this definition of "REMIC I Distribution Amount" shall not cause a reduction in the Class Principal Balances of any of the REMIC I Regular Interests; and

(vii) seventh, to the Class R-1 Residual Interest, the Residual Distribution Amount for Loan Group 2 for such Distribution Date.

(c) With respect to the Group 4-L, Class C-P-L and Class C-X-L Regular Interests, on each Distribution Date on or after the Groups 1, 2 & 4 Credit Support Depletion Date, to the extent of the REMIC I Available Distribution Amount for Loan Group 4 for such Distribution Date:

(i) first, to the Class C-P-L Regular Interest, principal in the amount that would otherwise be distributed to such Class on such Distribution Date pursuant to clause (I)(c)(i) of this definition of "REMIC I Distribution Amount";

(ii) second, to the Group 4-A-L and Class C-X-L Regular Interests, the amount payable to each such Class on prior Distribution Dates pursuant to clause (I)(c)(iii) or (II)(c)(iii) of this definition of "REMIC I Distribution Amount," and remaining unpaid, pro rata according to such amount payable to the extent of amounts available;

(iii) third, to the Group 4-A-L and Class C-X-L Regular Interests, concurrently, the sum of (x) the Interest Distribution Amounts for the Group 4-A-L Regular Interests and (y) the portion of the Interest

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Distribution Amount for the Class C-X-L Regular Interest derived from the Group 4 Loans, in each case for the current Distribution Date, pro rata according to their respective Interest Distribution Amounts or portion thereof;

(iv) fourth, to the Group 4-A-L Regular Interests, pro rata according to Class Principal Balance, as principal, the Group 4 Senior Principal Distribution Amount;

(v) fifth, any payments to the Group 2-L or Group 3-L Regular Interests pursuant to the last paragraph of clause (II) of this definition of "REMIC I Distribution Amount";

(vi) sixth, to the Group 4-A-L Regular Interests, pro rata, and then to each Class of Group L-B-L Regular Interests in the order of seniority (which, from highest to lowest, shall be as follows: Class L-B-1-L, Class L-B-2-L, Class L-B-3-L, Class L-B-4-L, Class L-B-5-L and Class L-B-6-L of decreasing seniority), up to the amount of unreimbursed Realized Losses allocable to principal previously allocated or to be allocated on such Distribution Date to such Class, if any; *provided, however,* that any amounts distributed pursuant to this paragraph (II)(c)(vi) of this definition of "REMIC I Distribution Amount" shall not cause a reduction in the Class Principal Balances of any of the REMIC I Regular Interests; and

(vii) seventh, to the Class R-1 Residual Interest, the Residual Distribution Amount for Loan Group 4 for such Distribution Date.

If on any Distribution Date any of Loan Group 1, Loan Group 2 or Loan Group 4 is an Undercollateralized Group and the other such Loan Group or Groups is an Overcollateralized Group, then the REMIC I Available Distribution Amount for the Overcollateralized Group or Groups, to the extent remaining following distributions of interest and principal to the Group 1-L, Group 2-L, Group 4-L and Class C-P-L Regular Interests pursuant to paragraph (II)(a)(i) through (II)(a)(iv), paragraph (II)(b)(i) through (II)(b)(iv) or paragraph (II)(c)(i) through (II)(b)(iv), as applicable, shall be paid in the following priority: (1) first, such remaining amount, up to the Total Transfer Amount for such Undercollateralized Group, shall be distributed (a) first, to the Class A-L Regular Interests related to each such Undercollateralized Group, in payment of any portion of the Interest Distribution Amounts for such Classes remaining unpaid from such Distribution Date or previous Distribution Dates, pro rata according to their respective shares of such unpaid amounts, and (b) second, to the Class A-L Regular Interests related to each such Undercollateralized Group, as principal, pro rata according to Class Principal Balance, and (2) second, any remaining amount shall be distributed pursuant to paragraphs (II)(a)(vi)-(vii), paragraphs (II)(b)(vi)-(vii) or paragraphs (II)(c)(vi)-(vii) above, as applicable; *provided* that if there are two Overcollateralized Groups and the remaining REMIC I Available Distribution Amounts for the Overcollateralized Groups exceeds the Total Transfer Amount for the Undercollateralized Group, then the sum of such remaining REMIC I Available Distribution Amounts shall be distributed to the Regular Interest Group related to the Undercollateralized Group in accordance with clause (1) of this paragraph pro rata according to such remaining REMIC I Available Distribution Amounts.

REMIC I Regular Interests: The Classes of undivided beneficial interests in REMIC I designated as "regular interests" in the table titled "REMIC I Interests" in the Preliminary Statement hereto.

REMIC II: The segregated pool of assets of the Trust consisting of the REMIC II Assets.

REMIC II Assets: All of the Mortgage Pool Assets to the extent related to the Group 3 Loans, other than the Assigned Prepayment Premiums for Loan Group 3 and the Class 3-PPP Reserve Fund.

REMIC II Available Distribution Amount: For any Distribution Date, the sum of the following amounts with respect to the Mortgage Loans in Loan Group 3:

(1) the total amount of all cash received by or on behalf of the Servicer with respect to the Mortgage

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Loans by the Determination Date for such Distribution Date and not previously distributed, including Liquidation Proceeds, Insurance Proceeds and scheduled amounts of distributions from Buydown Funds respecting Buydown Loans, if any, except:

(a) all scheduled payments of principal and interest collected but due subsequent to such Distribution Date;

(b) all Curtailments received after the Prior Period;

(c) all Payoffs received after the Payoff Period immediately preceding such Distribution Date (together with any interest payment received with such Payoffs to the extent that it represents the payment of interest accrued on the Mortgage Loans for the period subsequent to the Prior Period), and interest which was accrued and received on Payoffs received during the period from the 1st to the 14th day of the month of such Distribution Date, which interest shall not be included in the calculation of the REMIC I Available Distribution Amount for any Distribution Date;

(d) Insurance Proceeds, Liquidation Proceeds and Subsequent Recoveries received on the Mortgage Loans after the Prior Period;

(e) all amounts payable to the Servicer in reimbursement for advances made by the Servicer pursuant to this Agreement;

(f) the Servicing Fee for each Mortgage Loan, and any Special Primary Insurance Premium payable on such Distribution Date with respect to such Mortgage Loan;

(g) all prepayment penalties, late charges, non-sufficient funds fees and other fees and charges collected on the Mortgage Loans; and

(h) Excess Liquidation Proceeds;

(2) the sum, to the extent not previously distributed, of the following amounts, to the extent advanced or received, as applicable, by the Servicer:

(a) any Monthly P&I Advance with respect to such Distribution Date; and

(b) Compensating Interest for such Distribution Date; and

(3) Repurchase Proceeds received during the Prior Period.

REMIC II Distribution Amount: For any Distribution Date, the REMIC II Available Distribution Amount shall be distributed to the REMIC II Regular Interests and the Class R-2 Residual Interest in the following amounts and priority, to the extent of the REMIC II Available Distribution Amount for such Distribution Date:

(i) first, to the Class LT1, Class LT2 and Class LT4 Regular Interests, concurrently, the sum of the Interest Distribution Amounts for such Classes remaining unpaid from previous Distribution Dates, pro rata according to their respective shares of such unpaid amounts;

(ii) second, to the Class LT1, Class LT2 and Class LT4 Regular Interests, concurrently, the sum of the Interest Distribution Amounts for such Classes for the current Distribution Date, pro rata according to their respective Interest Distribution Amounts; and

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(iii) third, to the REMIC II Regular Interests, as principal, the REMIC II Principal Distribution Amount, sequentially as follows:

(a) first, to the Class LT2, Class LT3 and Class LT4 Regular Interests, the Class LT2 Principal Distribution Amount, the Class LT3 Principal Distribution Amount and the Class LT4 Principal Distribution Amount, respectively;

(b) second, to the Class LT1 Regular Interest, until its Class Principal Balance has been reduced to zero; and

(c) third, to the Class LT2, Class LT3 and Class LT4 Regular Interests, pro rata according to Class Principal Balance (as reduced by the distributions made pursuant to clause (a) above), until their respective Class Principal Balances have been reduced to zero;

(iv) fourth, to the REMIC II Regular Interests, pro rata, the remaining portion, if any, of the REMIC II Available Distribution Amount, up to the amount of unreimbursed Realized Losses previously allocated or to be allocated on such Distribution Date to such Class, if any; *provided, however,* that any amounts distributed pursuant to this paragraph (iv) of this definition of "REMIC II Distribution Amount" shall not cause a reduction in the Class Principal Balances of any of the REMIC II Regular Interests; and

(v) fifth, to the Class R-2 Residual Interest, the Residual Distribution Amount for the Class R-2 Residual Interest for such Distribution Date.

REMIC II Principal Distribution Amount: For any Distribution Date, the Group 3 Principal Remittance Amount for such Distribution Date reduced by any Subsequent Recoveries for Loan Group 3 for such Distribution Date.

REMIC II Regular Interests: The Classes of undivided beneficial interests in REMIC II designated as "regular interests" in the table titled "REMIC II Interests" in the Preliminary Statement hereto.

REMIC III: The segregated pool of assets of the Trust consisting of the REMIC III Assets.

REMIC III Assets: The REMIC I and REMIC II Regular Interests.

REMIC III Available Distribution Amount: For the Group 1 Certificates for any Distribution Date, the aggregate of all distributions to the Group 1-L Regular Interests, and the portions of the distributions to the Class C-P-L and Class C-X-L Regular Interests paid in respect of Group 1 Loans, in each case pursuant to clauses (I)(a), (I)(d) and (II)(a) of the definition of "REMIC I Distribution Amount" (which amount shall be available for distributions to the Group 1 Certificates (other than the Class 1-A-1, Class 1-A-7 and Class 1-A-12 Certificates), the Class 1-A-1-M, Class 1-A-7-M and Class 1-A-12-M Regular Interests, the Class C-P and Class C-X Certificates and the Class R-3 Residual Interest as provided herein). For Loan Group 2 for any Distribution Date, the aggregate of all distributions to the Group 2-L Regular Interests, and the portions of the distributions to the Class C-P-L and Class C-X-L Regular Interests paid in respect of Group 2 Loans, in each case pursuant to clauses (I)(b), (I)(d) and (II)(b) of the definition of "REMIC I Distribution Amount" (which amount shall be available for distributions to the Group 2 Certificates (other than the Class 2-CB-2 Certificates), the Class 2-CB-2-M Regular Interest, the Class C-P and Class C-X Certificates and the Class R-3 Residual Interest as provided herein). For the Group 3-L Regular Interests for any Distribution Date, the aggregate of all distributions to the REMIC II Regular Interests (which amount shall be available for distributions to the Group 3-L Regular Interests and the Class R-3 Residual Interest as provided herein). For Loan Group 4 for any Distribution Date, the aggregate of all distributions to the Group 4-L Regular Interests, and the portions of the distributions to the Class C-P-L and Class C-X-L Regular Interests paid in respect of

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Group 4 Loans, in each case pursuant to clauses (I)(c), (I)(d) and (II)(c) of the definition of "REMIC I Distribution Amount" (which amount shall be available for distributions to the Group 4 Certificates, the Class C-P and Class C-X Certificates and the Class R-3 Residual Interest as provided herein). For the Group L-B Certificates, on any Distribution Date, the aggregate of all distributions to the Group L-B-L Regular Interests (which amount shall be available for distributions to the Group L-B Certificates and the Class R-3 Residual Interest as provided herein).

REMIC III Distribution Amount: (I) For any Distribution Date, the REMIC III Available Distribution Amounts for the Group 1, Group 2 and Group 4 Certificates for such Distribution Date shall be distributed to the Group 1, Group 2 and Group 4 Certificates (other than the Class 1-A-1, Class 1-A-7, Class 1-A-12 and Class 2-CB-2 Certificates), the Class 1-A-1-M, Class 1-A-7-M, Class 1-A-12-M and Class 2-CB-2-M Regular Interests, the Group L-B Certificates and the Class R-3 Residual Interest in the following amounts and priority:

(a) With respect to the Group 1 Certificates (other than the Class 1-A-1, Class 1-A-7 and Class 1-A-12 Certificates), the Class 1-A-1-M, Class 1-A-7-M and Class 1-A-12-M Regular Interests and the Class C-P and Class C-X Certificates, to the extent of the REMIC III Available Distribution Amount for the Group 1 Certificates for such Distribution Date:

(i) to each of the Class C-P and Class C-X Certificates, the portion of the amounts distributed to its Corresponding Class in respect of Group 1 Loans on such Distribution Date;

(ii) to each Class of Group 1 Certificates (other than the Class 1-A-1, Class 1-A-4, Class 1-A-7 and Class 1-A-12 Certificates) and the Class 1-A-7-M and Class 1-A-12-M Regular Interests, the amounts distributed to its Corresponding Class on such Distribution Date; and

(iii) (A) to the Class 1-A-1-M Regular Interest, the amount distributed as principal to its Corresponding Class on such Distribution Date and (B) to each Class of the Class 1-A-1-M Regular Interest and the Class 1-A-4 Certificates, the amount distributed as interest to the Class 1-A-1-L Regular Interest on such Distribution Date, pro rata according to, for each such Class, the product of 1/12 of the Certificate Interest Rate for such Class and the Class Principal Balance or Class Notional Amount, as applicable, for such Class before allocating Realized Losses allocable to principal and giving effect to distributions of principal on such Distribution Date;

(b) With respect to the Group 2 Certificates (other than the Class 2-CB-2 Certificates), the Class 2-CB-2-M Regular Interest and the Class C-P and Class C-X Certificates, to the extent of the REMIC III Available Distribution Amount for the Group 2 Certificates for such Distribution Date:

(i) to each of the Class C-P and Class C-X Certificates, the portion of the amounts distributed to its Corresponding Class in respect of Group 2 Loans on such Distribution Date;

(ii) to each Class of Group 2 Certificates (other than the Class 2-CB-2 and Class 2-CB-4 Certificates), the amounts distributed to its Corresponding Class on such Distribution Date; and

(iii) (A) to the Class 2-CB-2-M Regular Interest, the amount distributed as principal to its Corresponding Class on such Distribution Date and (B) to each Class of the Class 2-CB-2-M Regular Interest and the Class 2-CB-4 Certificates, the amount distributed as interest to the Class 2-CB-2-L Regular Interest on such Distribution Date, pro rata according to, for each such Class, the product of 1/12 of the Certificate Interest Rate for such Class and the Class Principal Balance or Class Notional Amount, as applicable, for such Class before allocating Realized Losses allocable to principal and giving effect to distributions of principal on such Distribution Date;

(c) With respect to the Group 4, Class C-P and Class C-X Certificates, to the extent of the REMIC III

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Available Distribution Amount for the Group 4 Certificates for such Distribution Date:

(i) to each of the Class C-P and Class C-X Certificates, the portion of the amounts distributed to its Corresponding Class in respect of Group 4 Loans on such Distribution Date; and

(ii) to each Class of Group 4 Certificates, the amounts distributed to its Corresponding Class on such Distribution Date.

(d) With respect to the Group L-B Certificates, to the extent of the REMIC III Available Distribution Amount for the Group L-B Certificates for such Distribution Date, to each such Class of Certificates, the amounts distributed to its Corresponding Class on such Distribution Date; and

(e) To the Class R-3 Residual Interest, the Residual Distribution Amount for the Class R-3 Residual Interest for the Group 1, Group 2 and Group 4 Certificates for such Distribution Date.

In each case where a distribution is required to be made concurrently to two or more Classes of Certificates pursuant to clause (I) of this definition of "REMIC III Distribution Amount," if the portion of the REMIC III Available Distribution Amount from which such distribution is required to be made is insufficient to make such distribution in full to such Classes, such distribution shall be allocated among such Classes pro rata according to the respective amounts to which they are otherwise entitled from such distribution.

(II) For any Distribution Date, the REMIC III Available Distribution Amount for the Group 3-L Regular Interests for such Distribution Date shall be distributed to the Group 3-L Regular Interests and the Class R-3 Residual Interest in the following amounts and priority:

(a) To the extent of the Group 3 Interest Remittance Amount for such Distribution Date:

(i) first, to the Group 3-A-L Regular Interests, concurrently, the sum of the Interest Distribution Amounts for such Classes remaining unpaid from previous Distribution Dates, pro rata according to their respective shares of such unpaid amounts;

(ii) second, to the Group 3-A-L Regular Interests, concurrently, the sum of the Interest Distribution Amounts for such Classes for the current Distribution Date, pro rata according to their respective Interest Distribution Amounts;

(iii) third, to the Class 3-M-1-L Regular Interest, the Interest Distribution Amount for such Class for the current Distribution Date;

(iv) fourth, to the Class 3-M-2-L Regular Interest, the Interest Distribution Amount for such Class for the current Distribution Date;

(v) fifth, to the Class 3-M-3-L Regular Interest, the Interest Distribution Amount for such Class for the current Distribution Date;

(vi) sixth, to the Class 3-M-4-L Regular Interest, the Interest Distribution Amount for such Class for the current Distribution Date;

(vii) seventh, to the Class 3-M-5-L Regular Interest, the Interest Distribution Amount for such Class for the current Distribution Date;

(viii) eighth, to the Class 3-M-6-L Regular Interest, the Interest Distribution Amount for such Class for the current Distribution Date;

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(ix) ninth, to the Class 3-B-1-L Regular Interest, the Interest Distribution Amount for such Class for the current Distribution Date;

(x) tenth, to the Class 3-B-2-L Regular Interest, the Interest Distribution Amount for such Class for the current Distribution Date;

(xi) eleventh, to the Class 3-B-3-L Regular Interest, the Interest Distribution Amount for such Class for the current Distribution Date;

(xii) twelfth, to the Class 3-B-4-L Regular Interest, the Interest Distribution Amount for such Class for the current Distribution Date; and

(xiii) thirteenth, to the Class 3-B-5-L Regular Interest, the Interest Distribution Amount for such Class for the current Distribution Date;

(b) For any Distribution Date (a) prior to the applicable Stepdown Date or (b) on or after the applicable Stepdown Date and on which a Trigger Event is in effect, an amount, up to the Group 3 Basic Principal Distribution Amount for such Distribution Date, as principal, sequentially, as follows:

(i) first, until the aggregate Class Principal Balance of the Group 3-A-L Regular Interests has been reduced to zero, sequentially, as follows:

(A) first, to the Class 3-A-6-L and Class 3-A-7-L Regular Interests, an amount, up to the amount of the Group 3 Lockout Priority Amount for that Distribution Date, either (1) if a Trigger Event is not in effect on that Distribution Date, pro rata, until the Class 3-A-6-L and Class 3-A-7-L Principal Balances have each been reduced to zero, or (2) if a Trigger Event is in effect on that Distribution Date, sequentially, first, to the Class 3-A-6-L Regular Interest, until the Class 3-A-6-L Principal Balance has been reduced to zero, and, second, to the Class 3-A-7-L Regular Interest, until the Class 3-A-7-L Principal Balance has been reduced to zero;

(B) second, to the Class 3-A-1A-L and Class 3-A-1B-L Regular Interests, pro rata, until the Class 3-A-1A-L and Class 3-A-1B-L Principal Balances have each been reduced to zero;

(C) third, until the Class 3-A-2-L and Class 3-A-3-L Principal Balances have each been reduced to zero, sequentially, as follows:

(1) first, to the Class 3-A-2-L Regular Interest, until the Class 3-A-2-L Principal Balance has been reduced to zero; and

(2) second, to the Class 3-A-3-L Regular Interest, until the Class 3-A-3-L Principal Balance has been reduced to zero;

(D) fourth, to the Class 3-A-4A-L and Class 3-A-4B-L Regular Interests, pro rata, until the Class 3-A-4A-L and Class 3-A-4B-L Principal Balances have each been reduced to zero;

(E) fifth, to the Class 3-A-5-L Regular Interest, until the Class 3-A-5-L Principal Balance has been reduced to zero; and

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(F) sixth, to the Class 3-A-6-L and Class 3-A-7-L Regular Interests, either (1) if a Trigger Event is not in effect on that Distribution Date, pro rata, until the Class 3-A-6-L and Class 3-A-7-L Principal Balances have each been reduced to zero, or (2) if a Trigger Event is in effect on that Distribution Date, sequentially, first, to the Class 3-A-6-L Regular Interest, until the Class 3-A-6-L Principal Balance has been reduced to zero, and, second, to the Class 3-A-7-L Regular Interest, until the Class 3-A-7-L Principal Balance has been reduced to zero;

(ii) second, to the Class 3-M-1-L Regular Interest, until the Class 3-M-1-L Principal Balance has been reduced to zero;

(iii) third, to the Class 3-M-2-L Regular Interest, until the Class 3-M-2-L Principal Balance has been reduced to zero;

(iv) fourth, to the Class 3-M-3-L Regular Interest, until the Class 3-M-3-L Principal Balance has been reduced to zero;

(v) fifth, to the Class 3-M-4-L Regular Interest, until the Class 3-M-4-L Principal Balance has been reduced to zero;

(vi) sixth, to the Class 3-M-5-L Regular Interest, until the Class 3-M-5-L Principal Balance has been reduced to zero;

(vii) seventh, to the Class 3-M-6-L Regular Interest, until the Class 3-M-6-L Principal Balance has been reduced to zero;

(viii) eighth, to the Class 3-B-1-L Regular Interest, until the Class 3-B-1-L Principal Balance has been reduced to zero;

(ix) ninth, to the Class 3-B-2-L Regular Interest, until the Class 3-B-2-L Principal Balance has been reduced to zero;

(x) tenth, to the Class 3-B-3-L Regular Interest, until the Class 3-B-3-L Principal Balance has been reduced to zero;

(xi) eleventh, to the Class 3-B-4-L Regular Interest, until the Class 3-B-4-L Principal Balance has been reduced to zero; and

(xii) twelfth, to the Class 3-B-5-L Regular Interest, until the Class 3-B-5-L Principal Balance has been reduced to zero;

(c) For any Distribution Date (a) on or after the applicable Stepdown Date and (b) on which a Trigger Event is not in effect, an amount, up to the Group 3 Basic Principal Distribution Amount for such Distribution Date, as principal, sequentially, as follows:

(i) first, an amount, up to the Group 3-A Principal Distribution Amount, until the aggregate Class Principal Balance of the Group 3-A-L Regular Interests has been reduced to zero, sequentially, as follows:

(A) first, to the Class 3-A-6-L and Class 3-A-7-L Regular Interests, an amount, up to the amount of the Group 3 Lockout Priority Amount for that Distribution Date, pro rata, until the Class 3-A-6-L and Class 3-A-7-L Principal Balances have each been reduced to

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zero;

(B) second, to the Class 3-A-1A-L and Class 3-A-1B-L Regular Interests, pro rata, until the Class 3-A-1A-L and Class 3-A-1B-L Principal Balances have each been reduced to zero;

(C) third, until the Class 3-A-2-L and Class 3-A-3-L Principal Balances have each been reduced to zero, sequentially, as follows:

(1) first, to the Class 3-A-2-L Regular Interest, until the Class 3-A-2-L Principal Balance has been reduced to zero; and

(2) second, to the Class 3-A-3-L Regular Interest, until the Class 3-A-3-L Principal Balance has been reduced to zero;

(D) fourth, to the Class 3-A-4A-L and Class 3-A-4B-L Regular Interests, pro rata, until the Class 3-A-4A-L and Class 3-A-4B-L Principal Balances have each been reduced to zero;

(E) fifth, to the Class 3-A-5-L Regular Interest, until the Class 3-A-5-L Principal Balance has been reduced to zero; and

(F) sixth, to the Class 3-A-6-L and Class 3-A-7-L Regular Interests, pro rata, until the Class 3-A-6-L and Class 3-A-7-L Principal Balances have each been reduced to zero;

(ii) second, an amount, up to the Class 3-M-1 Principal Distribution Amount, to the Class 3-M-1-L Regular Interest, until the Class 3-M-1-L Principal Balance has been reduced to zero;

(iii) third, an amount, up to the Class 3-M-2 Principal Distribution Amount, to the Class 3-M-2-L Regular Interest, until the Class 3-M-2-L Principal Balance has been reduced to zero;

(iv) fourth, an amount, up to the Class 3-M-3 Principal Distribution Amount, to the Class 3-M-3-L Regular Interest, until the Class 3-M-3-L Principal Balance has been reduced to zero;

(v) fifth, an amount, up to the Class 3-M-4 Principal Distribution Amount, to the Class 3-M-4-L Regular Interest, until the Class 3-M-4-L Principal Balance has been reduced to zero;

(vi) sixth, an amount, up to the Class 3-M-5 Principal Distribution Amount, to the Class 3-M-5-L Regular Interest, until the Class 3-M-5-L Principal Balance has been reduced to zero;

(vii) seventh, an amount, up to the Class 3-M-6 Principal Distribution Amount, to the Class 3-M-6-L Regular Interest, until the Class 3-M-6-L Principal Balance has been reduced to zero;

(viii) eighth, an amount, up to the Class 3-B-1 Principal Distribution Amount, to the Class 3-B-1-L Regular Interest, until the Class 3-B-1-L Principal Balance has been reduced to zero;

(ix) ninth, an amount, up to the Class 3-B-2 Principal Distribution Amount, to the Class 3-B-2-L Regular Interest, until the Class 3-B-2-L Principal Balance has been reduced to zero;

(x) tenth, an amount, up to the Class 3-B-3 Principal Distribution Amount, to the Class 3-B-3-L Regular

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Interest, until the Class 3-B-3-L Principal Balance has been reduced to zero;

(xi) eleventh, an amount, up to the Class 3-B-4 Principal Distribution Amount, to the Class 3-B-4-L Regular Interest, until the Class 3-B-4-L Principal Balance has been reduced to zero; and

(xii) twelfth, an amount, up to the Class 3-B-5 Principal Distribution Amount, to the Class 3-B-5-L Regular Interest, until the Class 3-B-5-L Principal Balance has been reduced to zero.

Notwithstanding the foregoing paragraphs (II)(b) and (II)(c) of this definition of "REMIC III Distribution Amount," on and after the Distribution Date on which the aggregate Class Principal Balance of the Group 3-L Subordinate Regular Interests has been or will be reduced to zero, any principal distributions allocated to the Group 3-A-L Regular Interests pursuant to such paragraphs (II)(b) and (II)(c) shall be allocated to the Group 3-A-L Regular Interests, pro rata, based on their respective Class Principal Balances.

(d) For any Distribution Date, the Net Monthly Excess Cashflow for such Distribution Date, sequentially, as follows:

(i) first, to the Group 3-L Regular Interests, as principal, the Group 3 Extra Principal Distribution Amount, in the priority described in paragraph (II)(b) or (II)(c), as applicable, of this definition of "REMIC III Distribution Amount," until the Targeted Overcollateralization Amount has been achieved;

(ii) second, to the Class 3-M-1-L Regular Interest, the Interest Distribution Amounts for such Class remaining unpaid from previous Distribution Dates;

(iii) third, to the Class 3-M-2-L Regular Interest, the Interest Distribution Amounts for such Class remaining unpaid from previous Distribution Dates;

(iv) fourth, to the Class 3-M-3-L Regular Interest, the Interest Distribution Amounts for such Class remaining unpaid from previous Distribution Dates;

(v) fifth, to the Class 3-M-4-L Regular Interest, the Interest Distribution Amounts for such Class remaining unpaid from previous Distribution Dates;

(vi) sixth, to the Class 3-M-5-L Regular Interest, the Interest Distribution Amounts for such Class remaining unpaid from previous Distribution Dates;

(vii) seventh, to the Class 3-M-6-L Regular Interest, the Interest Distribution Amounts for such Class remaining unpaid from previous Distribution Dates;

(viii) eighth, to the Class 3-B-1-L Regular Interest, the Interest Distribution Amounts for such Class remaining unpaid from previous Distribution Dates;

(ix) ninth, to the Class 3-B-2-L Regular Interest, the Interest Distribution Amounts for such Class remaining unpaid from previous Distribution Dates;

(x) tenth, to the Class 3-B-3-L Regular Interest, the Interest Distribution Amounts for such Class remaining unpaid from previous Distribution Dates;

(xi) eleventh, to the Class 3-B-4-L Regular Interest, the Interest Distribution Amounts for such Class remaining unpaid from previous Distribution Dates;

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(xii) twelfth, to the Class 3-B-5-L Regular Interest, the Interest Distribution Amounts for such Class remaining unpaid from previous Distribution Dates;

(xiii) thirteenth, to each Class of Group 3-L Subordinate Regular Interests (other than the Class 3-C-L Regular Interest) in the order of seniority (which, from highest to lowest, shall be as follows: Class 3-M-1-L, Class 3-M-2-L, Class 3-M-3-L, Class 3-M-4-L, Class 3-M-5-L, Class 3-M-6-L, Class 3-B-1-L, Class 3-B-2-L, Class 3-B-3-L, Class 3-B-4-L and Class 3-B-5-L of decreasing seniority), up to the amount of unreimbursed Realized Losses allocable to principal previously allocated or to be allocated on such Distribution Date to such Class, if any; *provided, however,* that any amounts distributed pursuant to this paragraph (II)(d)(xiii) of this definition of "REMIC III Distribution Amount" shall not cause a reduction in the Class Principal Balances of any of the REMIC III Regular Interests;

(xiv) fourteenth, to the Class 3-C-L Regular Interest, any Basis Risk Carry Forward Amounts for the Group 3-A-L, Class 3-M-1-L, Class 3-M-2-L, Class 3-M-3-L, Class 3-M-4-L, Class 3-M-5-L, Class 3-M-6-L, Class 3-B-1-L, Class 3-B-2-L, Class 3-B-3-L, Class 3-B-4-L and Class 3-B-5-L Regular Interests for such Distribution Date;

(xv) fifteenth, to the Class 3-C-L Regular Interest; and

(xvi) sixteenth, to the Class R-3 Residual Interest, the Residual Distribution Amount for the Group 3-L Regular Interests for such Distribution Date.

REMIC III Regular Interests: The Classes of undivided beneficial interests in REMIC III designated as "regular interests" in the table titled "REMIC III Interests" in the Preliminary Statement hereto.

Repurchase Price: With respect to any Mortgage Loan to be repurchased by the Company pursuant to Section 2.08, an amount equal to the sum of (i) the Principal Balance thereof, (ii) one month's interest thereon at the applicable Pass-Through Rate, (iii) any unreimbursed Monthly P&I Advances or advances of reimburseable expenses made by the Servicer with respect to such Mortgage Loan hereunder and (iv) any interest due but unpaid with respect to such Mortgage Loan not covered by a Monthly P&I Advance.

Repurchase Proceeds: Proceeds received by the Trust with respect to any Mortgage Loan that was repurchased or substituted for by the Company pursuant to Section 2.08 or repurchased or substituted for by the Seller pursuant to the Mortgage Loan Purchase Agreement, after deduction of amounts reimbursable under Section 3.05(a)(i) and (ii).

Residual Certificates: The Class R Certificates.

Residual Distribution Amount: For any Distribution Date, with respect to the Class R-1 Residual Interest and for the Loan Group 1, Loan Group 2 and Loan Group 4, any portion of the REMIC I Available Distribution Amount for Loan Group 1, Loan Group 2 and Loan Group 4, respectively, remaining after all distributions of such REMIC I Available Distribution Amount pursuant to clauses (I)(a), (I)(b), (I)(c), (I)(d), (II)(a), (II)(b) and (II)(c), as applicable, of the definition of "REMIC I Distribution Amount" (other than the distributions pursuant to the last subclause of clauses (I)(d), (II)(a), (II)(b) and (II)(c)).

For any Distribution Date, with respect to the Class R-2 Residual Interest, any portion of the REMIC II Available Distribution Amount remaining after all distributions of such REMIC II Available Distribution Amount pursuant to the definition of "REMIC II Distribution Amount" (other than the distributions pursuant to the last clause thereof).

For any Distribution Date, with respect to the Class R-3 Residual Interest and for the Group 1, Group 2 and Group 4 Certificates, any portion of the REMIC III Available Distribution Amounts for the Group 1, Group 2

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and Group 4 Certificates remaining after all distributions of such REMIC III Available Distribution Amount pursuant to clause (I) of the definition of "REMIC III Distribution Amount" (other than the distributions pursuant to the last subclause of clauses (I)).

For any Distribution Date, with respect to the Class R-3 Residual Interest and for the Group 3-L Regular Interests, any portion of the REMIC III Available Distribution Amount for the Group 3-L Regular Interests remaining after all distributions of such REMIC III Available Distribution Amount pursuant to clauses (II)(a), (II)(b), (II)(c) and (II)(d) of the definition of "REMIC III Distribution Amount" (other than the distributions pursuant to the last subclause of clause (II)(d)).

Upon termination of the obligations created by this Agreement and liquidation of REMIC I, REMIC II and REMIC III, the amounts which remain on deposit in the Certificate Account after payment to the Holders of the REMIC I Regular Interests of the amounts set forth in Section 9.01 of this Agreement, and subject to the conditions set forth therein, shall be distributed to the Class R-1, Class R-2 and Class R-3 Residual Interests in accordance with the preceding sentences of this definition as if the date of such distribution were a Distribution Date.

Responsible Officer: When used with respect to the Trustee or the Delaware Trustee, any officer assigned to and working in the Corporate Trust Office (in the case of the Trustee) or its corporate trust office (in the case of the Delaware Trustee) or, in each case, in a similar group and also, with respect to a particular matter, any other officer to whom such matter is referred because of such officer's knowledge of and familiarity with the particular subject.

ROV Mortgage Loan: A Mortgage Loan originated by Washington Mutual Bank or an affiliate thereof with respect to which the value set forth on the appraisal has been appealed and, as a result, an internal valuation has been conducted and included in a residential appraisal review contained in the related credit file.

S&P: Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., provided that at the applicable time it is a Rating Agency.

Secretary of State: The Secretary of State of the State of Delaware.

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

Security Agreement: With respect to a Cooperative Loan, the agreement or mortgage creating a security interest in favor of the originator of the Cooperative Loan in the related Cooperative Stock.

Seller: For each Mortgage Loan, the seller of such Mortgage Loan pursuant to the Mortgage Loan Purchase Agreement.

Senior Subordinate Certificates: The Group L-B Senior Subordinate Certificates and Group 3 Senior Subordinate Certificates.

Servicer: Washington Mutual Bank, or any successor thereto appointed as provided pursuant to Section 7.02, acting to service and administer the Mortgage Loans pursuant to Section 3.01.

Servicer Business Day: Any day other than a Saturday, a Sunday, or a day on which banking institutions in Seattle, Washington or in any other city in which a corporate office of the Servicer is located are authorized or obligated by law or executive order to be closed.

Servicing Fee: For each Mortgage Loan, the fee payable to the Servicer for servicing and advancing certain

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amounts with respect to such Mortgage Loan, equal to 1/12 of the product of (i) the Servicing Fee Rate for such Mortgage Loan and (ii) the outstanding Principal Balance of such Mortgage Loan. In addition, the Servicer will be paid, as additional servicing compensation, any prepayment penalty received on a Mortgage Loan that is not an Assigned Prepayment Premium, and any late charges, nonsufficient funds fees and other fees and charges collected on the Mortgage Loans.

Servicing Fee Rate: For each Mortgage Loan, the per annum rate set forth for such Mortgage Loan in the Mortgage Loan Schedule.

Servicing Officer: Any officer of the Servicer involved in, or responsible for, the administration and servicing of the Mortgage Loans or the Certificates, as applicable, whose name and specimen signature appear on a list of servicing officers furnished to the Trustee by the Servicer, as such list may from time to time be amended.

Special Primary Insurance Policy: Any Primary Insurance Policy covering a Mortgage Loan the premium of which is payable by the Trustee pursuant to Section 4.04(a), if so identified in the Mortgage Loan Schedule. There are no Special Primary Insurance Policies with respect to any of the Mortgage Loans, and all references herein to Special Primary Insurance Policies shall be of no force or effect.

Special Primary Insurance Premium: With respect to any Special Primary Insurance Policy, the monthly premium payable thereunder.

Statutory Trust Statute: Chapter 38 of Title 12 of the Delaware Code, 12 Del.C. §3801 et seq., as the same may be amended from time to time.

Stepdown Date: The earlier to occur of:

(i) the Distribution Date on which the aggregate Class Principal Balance of the Group 3-A Certificates has been reduced to zero; and

(ii) the later to occur of (a) the Distribution Date in July 2009 and (b) the first Distribution Date on which the Credit Enhancement Percentage for the Group 3-A Certificates is greater than or equal to 16.00%.

Step Down Percentage: For any Distribution Date, the percentage indicated below:

Distribution Date Occurring In	Step Down Percentage
July 2006 through June 2011	0%
July 2011 through June 2012	30%
July 2012 through June 2013	40%
July 2013 through June 2014	60%
July 2014 through June 2015	80%
July 2015 and after	100%

Streamlined Mortgage Loan: A Mortgage Loan originated in connection with the refinance of a mortgage loan pursuant to the streamlined loan documentation program then in effect of the originator of such Mortgage Loan.

Stripped Interest Rate: For each Group 1, Group 2 and Group 4 Loan, the excess, if any, of the Pass-Through Rate for such Mortgage Loan over 6.000% per annum.

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Subordinate Certificates: The Group L-B Subordinate Certificates and Group 3 Subordinate Certificates.

Subordinate Component Balance: With respect to Loan Group 1 for any date of determination, the then outstanding aggregate Principal Balance of the Group 1 Loans (less the applicable Class 1-P Fraction thereof with respect to any Class 1-P Mortgage Loan) minus the then outstanding aggregate Class Principal Balance of the Group 1-A and Residual Certificates. With respect to Loan Group 2 for any date of determination, the then outstanding aggregate Principal Balance of the Group 2 Loans (less the applicable Class 2-P Fraction thereof with respect to any Class 2-P Mortgage Loan) minus the then outstanding aggregate Class Principal Balance of the Group 2-A Certificates. With respect to Loan Group 4 for any date of determination, the then outstanding aggregate Principal Balance of the Group 4 Loans (less the applicable Class 4-P Fraction thereof with respect to any Class 4-P Mortgage Loan) minus the then outstanding aggregate Class Principal Balance of the Group 4-A Certificates.

Subordinate Percentage: The Group 1 Subordinate Percentage, Group 2 Subordinate Percentage or Group 4 Subordinate Percentage, as applicable.

Subordination Level: On any specified date, with respect to any Class of Group L-B Certificates, the percentage obtained by dividing the aggregate Class Principal Balance of the Classes of Group L-B Certificates which are subordinate in right of payment to such Class by the aggregate Class Principal Balance of the Group 1, Group 2, Group 4 and Group L-B Certificates and the Class R-1 Residual Interest as of such date prior to giving effect to distributions of principal and interest and allocations of Realized Losses on the Group 1, Group 2 and Group 4 Loans on such date.

Subsequent Recoveries: For any Distribution Date and any Loan Group, amounts received by the Servicer during the Prior Period in connection with the liquidation of defaulted Mortgage Loans in such Loan Group after such Mortgage Loans became Liquidated Mortgage Loans, for each such Mortgage Loan up to the amount of the Realized Loss, if any, for such Mortgage Loan for the Distribution Date in the month after the month in which such Mortgage Loan became a Liquidated Mortgage Loan.

Substitute Mortgage Loan: A Mortgage Loan which is substituted for another Mortgage Loan pursuant to and in accordance with the provisions of Section 2.08.

Substitution Price: With respect to all Reacquired Mortgage Loans for which Substitute Mortgage Loans are substituted on a specific date pursuant to Section 2.08, an amount equal to the sum of (i) the excess, if any, of the aggregate Principal Balance of the Reacquired Mortgage Loans over the aggregate Principal Balance of the Substitute Mortgage Loans, in each case, as of the date of substitution, (ii) one month's interest on the excess amount described in clause (i) above at the weighted average Pass-Through Rate for the Reacquired Mortgage Loans, (iii) all unreimbursed Monthly P&I Advances and advances of reimburseable expenses made by the Servicer with respect to such Mortgage Loans hereunder and (iv) all interest due but unpaid with respect to such Mortgage Loans not covered by a Monthly P&I Advance.

Targeted Overcollateralization Amount: For any Distribution Date (i) prior to the Stepdown Date, 1.20% of the aggregate principal balance of the Group 3 Loans as of the Cut-Off Date, (ii) on or after the Stepdown Date and for which a Trigger Event has not occurred, the greater of (a) 2.40% of the aggregate Stated Principal Balance of the Group 3 Loans for such Distribution Date and (b) 0.35% of the aggregate principal balance of the Group 3 Loans as of the Cut-Off Date and (iii) on or after the Stepdown Date for which a Trigger Event has occurred and is continuing, the Targeted Overcollateralization Amount for the Distribution Date immediately preceding such Distribution Date.

Tax Matters Person: With respect to each of REMIC I, REMIC II and REMIC III, a Holder of a Class R Certificate with a Percentage Interest of at least 0.01% or any Permitted Transferee of such Class R Certificateholder designated as succeeding to the position of Tax Matters Person in a notice to the Trustee signed by authorized representatives of the transferor and transferee of such Class R Certificate, which Tax

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Matters Person shall be the tax matters person for each REMIC within the meaning of Section 6231(a)(7) of the Code and Treasury Regulation Section 1.860F-4(d). The Servicer is hereby appointed to act as Tax Matters Person so long as it holds a Class R Certificate with a Percentage Interest of at least 0.01%. In the event that the Servicer ceases to hold a Class R Certificate with the required Percentage Interest, the holder of the Class R Certificate with the largest Percentage Interest shall be Tax Matters Person, and such Tax Matters Person shall be deemed to have appointed the Servicer to act as agent for the Tax Matters Person, to perform the functions of such Tax Matters Person as provided herein. If the Tax Matters Person becomes a Disqualified Organization, the last preceding Holder, that is not a Disqualified Organization, of the Class R Certificate held by the Disqualified Organization shall be Tax Matters Person pursuant to and as permitted by Section 5.01(c). If any Person is appointed as tax matters person by the Internal Revenue Service pursuant to the Code, such Person shall be Tax Matters Person.

Termination Date: The date upon which final payment of the Certificates will be made pursuant to the procedures set forth in Section 9.01(b).

Termination Payment: The final payment delivered to the Certificateholders on the Termination Date pursuant to the procedures set forth in Section 9.01(b).

Total Transfer Amount: For any Distribution Date and for an Undercollateralized Group, an amount equal to the sum of the Interest Transfer Amount and the Principal Transfer Amount for such Undercollateralized Group.

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

Transferee: Any Person who is acquiring by Transfer any Ownership Interest in a Residual Certificate.

Transferee Affidavit and Agreement: An affidavit and agreement in the form attached hereto as Exhibit J.

Trigger Event: Is in effect on any Distribution Date if (i) the average percentage as of the Distribution Date in each of the immediately preceding three calendar months of the Group 3 Loans which were 60 or more days delinquent as of such date (including mortgage loans in bankruptcy or foreclosure and Mortgaged Properties held by REMIC II) is greater than 44.5% of the Credit Enhancement Percentage for the Group 3-A Certificates or (ii) the cumulative Realized Losses on the Group 3 Loans incurred since the Cut-Off Date through the last day of the related Prepayment Period, divided by aggregate principal balance of the Group 3 Loans as of the Cut-Off Date exceeds the percentages set forth below:

Distribution Date Occurring In	Percentage
July 2008 through June 2009	0.25% for the first month plus an additional 1/12th of 0.40% for each month thereafter
July 2009 through June 2010	0.65% for the first month plus an additional 1/12th of 0.45% for each month thereafter
July 2010 through June 2011	1.10% for the first month plus an additional 1/12th of 0.45% for each month thereafter
July 2011 through June 2012	1.55% for the first month plus an additional 1/12th of 0.30% for each month thereafter
July 2012 and thereafter	1.85%

Trust: Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust, a Delaware statutory trust, created pursuant to the Original Trust Agreement.

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Trustee: LaSalle Bank National Association, not in its individual capacity but solely as trustee, or its successor-in-interest as provided in Section 8.09, or any successor trustee appointed as herein provided.

Uncollected Interest: With respect to any Distribution Date for any Mortgage Loan on which a Payoff was made by a Mortgagor during the related Payoff Period, except for Payoffs received during the period from the first through the 14th day of the month of such Distribution Date, an amount equal to one month's interest at the applicable Pass-Through Rate on such Mortgage Loan less the amount of interest actually paid by the Mortgagor with respect to such Payoff.

Uncompensated Interest Shortfall: With respect to a Loan Group, for any Distribution Date, the sum of (i) the aggregate Relief Act Shortfall for such Distribution Date with respect to the Mortgage Loans in such Loan Group, (ii) aggregate Curtailment Shortfall for such Distribution Date with respect to the Mortgage Loans in such Loan Group and (iii) the excess, if any, of (a) aggregate Uncollected Interest for such Distribution Date with respect to the Mortgage Loans in such Loan Group over (b) Compensating Interest for such Distribution Date with respect to the Mortgage Loans in such Loan Group.

Uncompensated Interest Shortfall shall be allocated to the REMIC I Regular Interests as follows:

(a) Uncompensated Interest Shortfall for Loan Group 1 shall be allocated to the Group 1-A-L Regular Interests and the portions of the Class C-X-L and Group L-B-L Regular Interests that derive their Interest Distribution Amounts from the Group 1 Loans, pro rata according to the amount of interest accrued but unpaid on each such Class or portion thereof during the immediately preceding accrual period, in reduction thereof.

(b) Uncompensated Interest Shortfall for Loan Group 2 shall be allocated to the Group 2-A-L Regular Interests and the portions of the Class C-X-L and Group L-B-L Regular Interests that derive their Interest Distribution Amounts from the Group 2 Loans, pro rata according to the amount of interest accrued but unpaid on each such Class or portion thereof during the immediately preceding accrual period, in reduction thereof.

(c) Uncompensated Interest Shortfall for Loan Group 4 shall be allocated to the Group 4-A-L Regular Interests and the portions of the Class C-X-L and Group L-B-L Regular Interests that derive their Interest Distribution Amounts from the Group 4 Loans, pro rata according to the amount of interest accrued but unpaid on each such Class or portion thereof during the immediately preceding accrual period, in reduction thereof.

Uncompensated Interest Shortfall for Loan Group 3 shall be allocated to the REMIC II Regular Interests, pro rata according to the amount of interest accrued but unpaid on each such Class during the immediately preceding accrual period, in reduction thereof.

Uncompensated Interest Shortfall for Loan Group 3 shall be allocated to each Class of Group 3-A-L and Group 3-L Subordinate Regular Interests in an amount equal to the product of (i) Uncompensated Interest Shortfall for Loan Group 3 and (ii) a fraction, the numerator of which is the amount of interest accrued but unpaid on such Class during the immediately preceding accrual period and the denominator of which is the amount of interest accrued on the Group 3 Loans at the Group 3 Weighted Average Pass-Through Rate, in reduction of the amount of interest accrued but unpaid on such Class.

Undercollateralized Group: For any Distribution Date, Loan Group 1, if immediately prior to such Distribution Date the aggregate Class Principal Balance of the Group 1-A and Residual Certificates is greater than the aggregate Principal Balance of the Group 1 Loans (less the applicable Class 1-P Fraction thereof with respect to each Class 1-P Mortgage Loan); for any Distribution Date, Loan Group 2, if immediately prior to such Distribution Date the aggregate Class Principal Balance of the Group 2-A Certificates is greater than

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the aggregate Principal Balance of the Group 2 Loans (less the applicable Class 2-P Fraction thereof with respect to each Class 2-P Mortgage Loan); and for any Distribution Date, Loan Group 4, if immediately prior to such Distribution Date the aggregate Class Principal Balance of the Group 4-A Certificates is greater than the aggregate Principal Balance of the Group 4 Loans (less the applicable Class 4-P Fraction thereof with respect to each Class 4-P Mortgage Loan).

Underwriters: WaMu Capital Corp. and Goldman, Sachs & Co.

Uninsured Cause: Any cause of damage to a Mortgaged Property, the cost of the complete restoration of which is not fully reimbursable under the hazard insurance policies required to be maintained pursuant to Section 3.07.

U.S. Person: 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 that is subject to U.S. federal income tax regardless of the source of its income.

VA: The Department of Veterans Affairs, formerly known as the Veterans Administration, or any successor thereto.

Withdrawal Date: Any day during the period commencing on the 18th day of the month of the related Distribution Date (or if such day is not a Business Day, the immediately preceding Business Day) and ending on the last Business Day prior to the 21st day of the month of such Distribution Date. The “related Due Date” for any Withdrawal Date is the Due Date immediately preceding the related Distribution Date.

Yield Maintenance Account: The separate trust account maintained and held by the Trustee pursuant to Section 3.16, which account shall bear a designation clearly indicating that the funds deposited therein are held in trust for the benefit of the Trust on behalf of the Class 1-A-1, Class 1-A-7, Class 1-A-12 and Class 2-CB-2 Certificateholders, and which account provides that the Trustee may make, or cause to be made, withdrawals therefrom in accordance with Section 3.16.

Yield Maintenance Agreements: The transactions evidenced by the novation agreement, together with the related confirmations, each dated as of June 29, 2006, and any other related documents thereto, between the applicable Cap Counterparty and the Trustee on behalf of the Trust.

Yield Maintenance Notional Balance: For the Class 1-A-1, Class 1-A-7, Class 1-A-12 and Class 2-CB-2 Certificates and for any Distribution Date from and including the Distribution Date in July 2006 to and including the related Final Yield Maintenance Payment Date, the corresponding amount listed for such Class and such Distribution Date in Schedule 1 of the Prospectus.

Yield Maintenance Payment Amount: For the Class 1-A-1 Certificates and for any Distribution Date on or before the related Final Yield Maintenance Payment Date, the lesser of (a) the amounts received by the Trustee pursuant to the Yield Maintenance Agreement with respect to the Class 1-A-1 Certificates for such Distribution Date and deposited by the Trustee into the Yield Maintenance Account in accordance with Section 3.16 and (b) the product of (i) the excess, if any, of (x) LIBOR (as determined on the LIBOR Determination Date by the Cap Counterparty), subject to a maximum of 8.900%, over (y) 5.400%, (ii) the lesser of (a) the Class 1-A-1 Principal Balance immediately prior to such Distribution Date and (b) the related Yield Maintenance Notional Balance for such Distribution Date and (iii) one-twelfth.

For the Class 1-A-7 Certificates and for any Distribution Date on or before the related Final Yield Maintenance Payment Date, the lesser of (a) the amounts received by the Trustee pursuant to the Yield Maintenance Agreement with respect to the Class 1-A-7 Certificates for such Distribution Date and deposited by the Trustee into the Yield Maintenance Account in accordance with Section 3.16 and (b) the

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product of (i) the excess, if any, of (x) LIBOR (as determined on the LIBOR Determination Date by the Cap Counterparty) over (y) 5.000%, (ii) the lesser of (a) the Class 1-A-7 Principal Balance immediately prior to such Distribution Date and (b) the related Yield Maintenance Notional Balance for such Distribution Date and (iii) one-twelfth.

For the Class 1-A-12 Certificates and for any Distribution Date on or before the related Final Yield Maintenance Payment Date, the lesser of (a) the amounts received by the Trustee pursuant to the Yield Maintenance Agreement with respect to the Class 1-A-12 Certificates for such Distribution Date and deposited by the Trustee into the Yield Maintenance Account in accordance with Section 3.16 and (b) the product of (i) the excess, if any, of (x) LIBOR (as determined on the LIBOR Determination Date by the Cap Counterparty) over (y) 5.000%, (ii) the lesser of (a) the Class 1-A-12 Principal Balance immediately prior to such Distribution Date and (b) the related Yield Maintenance Notional Balance for such Distribution Date and (iii) one-twelfth.

For the Class 2-CB-2 Certificates and for any Distribution Date on or before the related Final Yield Maintenance Payment Date, the lesser of (a) the amounts received by the Trustee pursuant to the Yield Maintenance Agreement with respect to the Class 2-CB-2 Certificates for such Distribution Date and deposited by the Trustee into the Yield Maintenance Account in accordance with Section 3.16 and (b) the product of (i) the excess, if any, of (x) LIBOR (as determined on the LIBOR Determination Date by the Cap Counterparty), subject to a maximum of 8.900%, over (y) 5.400%, (ii) the lesser of (a) the Class 2-CB-2 Principal Balance immediately prior to such Distribution Date and (b) the related Yield Maintenance Notional Balance for such Distribution Date and (iii) one-twelfth.

ARTICLE II

Creation of the Trust; Conveyance of the Mortgage Pool Assets, REMIC I Regular Interests, REMIC II Regular Interests and REMIC III Regular Interests; REMIC Election and Designations; Original Issuance of Certificates

Section 2.01. *Creation of the Trust*. The Trust was created pursuant to the Original Trust Agreement and is hereby continued. As set forth in the Original Trust Agreement, the Trust shall be known as "Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust". The purpose of the Trust is, and the Trust shall have the power and authority, to engage in the following activities, all as provided by and subject to the terms of this Agreement:

(i) to acquire, hold, lease, manage, administer, control, invest, reinvest, operate and/or transfer the Mortgage Pool Assets, the REMIC II Assets, the REMIC III Assets and the Group 3-L, Class 1-A-1-M, Class 1-A-7-M, Class 1-A-12-M and Class 2-CB-2-M Regular Interests;

(ii) to issue the REMIC I Regular Interests, the REMIC II Regular Interests, the REMIC III Regular Interests, the Class R-1, Class R-2 and Class R-3 Residual Interests and the Certificates;

(iii) to make distributions to the REMIC I Regular Interests, the REMIC II Regular Interests, the REMIC III Regular Interests and the Certificates; and

(iv) to engage in such other activities, including entering into agreements, as are described in or required by the terms of this Agreement or as are necessary, suitable or convenient to accomplish the foregoing or incidental thereto.

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LaSalle Bank National Association is hereby appointed as the trustee of the Trust, to have all the rights, duties and obligations of the Trustee with respect to the Trust expressly set forth hereunder, and LaSalle Bank National Association hereby accepts such appointment and the trust created hereby. Christiana Bank & Trust Company is hereby appointed as the Delaware trustee of the Trust, to have all the rights, duties and obligations of the Delaware Trustee with respect to the Trust hereunder, and Christiana Bank & Trust Company hereby accepts such appointment and the trust created hereby. It is the intention of the Company, the Servicer, the Trustee and the Delaware Trustee that the Trust constitute a statutory trust under the Statutory Trust Statute, that this Agreement constitute the governing instrument of the Trust, and that this Agreement amend and restate the Original Trust Agreement. The parties hereto acknowledge and agree that, prior to the execution and delivery hereof, the Delaware Trustee has filed the Certificate of Trust. The parties hereto acknowledge that the Trust includes four separate pools of mortgage loans referred to herein as "Loan Groups" constituting separate subtrusts for ERISA purposes, and that the assets of each Loan Group are available to make payments to the holders of Certificates as provided in the definitions of "REMIC I Distribution Amount," "REMIC II Distribution Amount" and "REMIC III Distribution Amount," Section 4.01 and Section 4.04 hereof.

The assets of the Trust shall remain in the custody of the Trustee or the Custodian, on behalf of the Trust, and shall be owned by the Trust. Moneys to the credit of the Trust shall be held by the Trustee and invested as provided herein. All assets received and held by the Trust will not be subject to any right, charge, security interest, lien or claim of any kind in favor of either of the institution acting as Trustee or the institution acting as Delaware Trustee in its own right, or any Person claiming through either. Neither the Trustee nor the Delaware Trustee shall have the power or authority to transfer, assign, hypothecate, pledge or otherwise dispose of any of the assets of the Trust to any Person, except as permitted herein. No creditor of a beneficiary of the Trust, of the Trustee, of the Delaware Trustee, of the Servicer or of the Company shall have any right to obtain possession of, or otherwise exercise legal or equitable remedies with respect to, the property of the Trust, except in accordance with the terms of this Agreement.

Section 2.02. *Restrictions on Activities of the Trust*. Notwithstanding any other provision of this Agreement and any provision of law that otherwise so empowers the Trust, so long as any Certificates are outstanding, the Trust shall not, and none of the Trustee, the Delaware Trustee, the Company or the Servicer shall knowingly cause the Trust to, do any of the following:

(i) engage in any business or activity other than those set forth in Section 2.01;

(ii) incur or assume any indebtedness except for such indebtedness that may be incurred by the Trust in connection with the execution or performance of this Agreement or any other agreement contemplated hereby;

(iii) guarantee or otherwise assume liability for the debts of any other party;

(iv) do any act in contravention of this Agreement or any other agreement contemplated hereby to which the Trust is a party;

(v) do any act which would make it impossible to carry on the ordinary business of the Trust;

(vi) confess a judgment against the Trust;

(vii) possess or assign the assets of the Trust for other than a Trust purpose;

(viii) cause the Trust to lend any funds to any entity, except as contemplated by this Agreement; or

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(ix) change the purposes and powers of the Trust from those set forth in this Agreement.

Section 2.03. *Separateness Requirements*. Notwithstanding any other provision of this Agreement and any provision of law that otherwise so empowers the Trust, so long as any Certificates are outstanding, the Trust shall perform the following:

(i) except as expressly permitted by this Agreement or the Custodial Agreement, maintain its books, records, bank accounts and files separate from those of any other Person;

(ii) except as expressly permitted by this Agreement, maintain its assets in its own separate name and in such a manner that it is not costly or difficult to segregate, identify, or ascertain such assets;

(iii) consider the interests of the Trust's creditors in connection with its actions;

(iv) hold itself out to creditors and the public as a legal entity separate and distinct from any other Person and correct any known misunderstanding regarding its separate identity and refrain from engaging in any activity that compromises the separate legal identity of the Trust;

(v) prepare and maintain separate records, accounts and financial statements in accordance with generally accepted accounting principles, consistently applied, and susceptible to audit. To the extent it is included in consolidated financial statements or consolidated tax returns, such financial statements and tax returns will reflect the separateness of the respective entities and indicate that the assets of the Trust will not be available to satisfy the debts of any other Person;

(vi) allocate and charge fairly and reasonably any overhead shared with any other Person;

(vii) transact all business with affiliates on an arm's-length basis and pursuant to written, enforceable agreements;

(viii) conduct business solely in the name of the Trust. In that regard all written and oral communications of the Trust, including, without limitation, letters, invoices, purchase orders and contracts, shall be made solely in the name of the Trust;

(ix) maintain a separate office through which its business shall be conducted, provided that such office may be an office of the Trustee, which office shall not be shared with the Company or any affiliates of the Company;

(x) in the event that services have been or are in the future performed or paid by any Person on behalf of the Trust (other than the Trustee, the Delaware Trustee, the Servicer or the Tax Matters Person as permitted herein), reimburse such Person, as applicable, for the commercially reasonable value of such services or expenses provided or incurred by such Person. Accordingly, (i) the Trust shall reimburse such Person, as applicable, for the commercially reasonable value of such services or expenses provided or incurred by such Person; (ii) to the extent invoices for such services are not allocated and separately billed to the Trust, the amount thereof that was or is to be allocated and separately billed to the Trust was or will be reasonably related to the services provided to the Trust; and (iii) any other allocation of direct, indirect or overhead expenses for items shared between the Trust and any other Person, was or will be, to the extent practicable, allocated on the basis of actual use or value of services rendered or otherwise on a basis reasonably related to

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actual use or the value of services rendered;

(xi) except as expressly permitted by this Agreement, not commingle its assets or funds with those of any other Person;

(xii) except as expressly permitted by this Agreement, not assume, guarantee, or pay the debts or obligations of any other Person;

(xiii) except as expressly permitted by this Agreement, not pledge its assets for the benefit of any other Person;

(xiv) not hold out its credit or assets as being available to satisfy the obligations of others;

(xv) pay its liabilities only out of its funds;

(xvi) pay the salaries of its own employees, if any; and

(xvii) cause the agents and other representatives of the Trust, if any, to act at all times with respect to the Trust consistently and in furtherance of the foregoing.

None of the Trustee, the Delaware Trustee, the Company or the Servicer shall take any action that is inconsistent with the purposes of the Trust or Section 2.02 or Section 2.03. Neither the Company nor the Servicer shall direct the Trustee or the Delaware Trustee to take any action that is inconsistent with the purposes of the Trust or Section 2.02 or Section 2.03.

Section 2.04. *Conveyance of Mortgage Pool Assets; Security Interest*.

The Company does hereby irrevocably sell, transfer, assign, set over and otherwise convey to the Trust, without recourse, all the Company's right, title and interest in and to the Mortgage Pool Assets. The Trust, as payment of the purchase price of the Mortgage Pool Assets, shall, on the Closing Date, (i) issue the REMIC I and REMIC II Regular Interests and the Class R-1 and Class R-2 Residual Interests to the Company and (ii) issue the Class PPP Certificates to the Company or the Company's designee in Authorized Denominations. The REMIC I and REMIC II Regular Interests, the Class PPP Certificates and the Class R-1 and Class R-2 Residual Interests shall together be a separate series of beneficial interests in the assets of the Trust consisting of the Mortgage Pool Assets pursuant to Section 3806(b)(2) of the Statutory Trust Statute.

It is the express intent of the parties hereto that the conveyance of the Mortgage Pool Assets to the Trust by the Company as provided in this Section 2.04 be, and be construed as, an absolute sale of the Mortgage Pool Assets. It is, further, not the intention of the parties that such conveyance be deemed the grant of a security interest in the Mortgage Pool Assets by the Company to the Trust to secure a debt or other obligation of the Company. However, in the event that, notwithstanding the intent of the parties, the Mortgage Pool Assets are held to be the property of the Company, or if for any other reason this Agreement is held or deemed to create a security interest in the Mortgage Pool Assets, then

(a) this Agreement shall constitute a security agreement;

(b) the conveyance provided for in this Section 2.04 shall be deemed to be a grant by the Company to the Trust of, and the Company hereby grants to the Trust, to secure all of the Company's obligations hereunder, a security interest in all of the Company's right, title, and interest, whether now owned or hereafter acquired, in and to:

(I) The Mortgage Pool Assets;

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(II) All accounts, chattel paper, deposit accounts, documents, general intangibles, goods, instruments, investment property, letter-of-credit rights, letters of credit, money, and oil, gas, and other minerals, consisting of, arising from, or relating to, any of the foregoing; and

(III) All proceeds of the foregoing.

The Company shall file such financing statements, and the Company, the Servicer and the Trustee acting on behalf of the Trust at the direction of the Company shall, to the extent consistent with this Agreement, take such other actions as may be necessary to ensure that, if this Agreement were found to create a security interest in the Mortgage Pool Assets, such security interest would be a perfected security interest of first priority under applicable law and will be maintained as such throughout the term of the Agreement. In connection herewith, the Trust shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in force in the relevant jurisdiction.

Section 2.05. *Delivery of Mortgage Files*.

On the Closing Date, the Company shall deliver to and deposit with, or cause to be delivered to and deposited with, the Trustee or the Initial Custodian the Mortgage Files, which shall at all times be identified in the records of the Trustee or the Initial Custodian, as applicable, as being held by or on behalf of the Trust.

Concurrently with the execution and delivery hereof, the Company shall cause to be filed with respect to each Cooperative Loan the UCC assignment or amendment referred to in clause (Y)(vii) of the definition of "Mortgage File." In connection with its servicing of Cooperative Loans, the Servicer shall use its best efforts to file timely continuation statements, if necessary, with regard to each financing statement relating to a Cooperative Loan.

The Trustee is authorized, with the Servicer's consent, to appoint on behalf of the Trust any bank or trust company approved by each of the Company and the Servicer as Custodian of the documents or instruments referred to in this Section 2.05, in Section 2.12 or in Section 2.15, and to enter into a Custodial Agreement for such purpose; *provided, however,* that the Trustee shall be and remain liable for the acts and omissions of any such Custodian to the extent (and only to the extent) that it would have been liable for such acts and omissions hereunder had such acts and omissions been its own acts and omissions. Any documents delivered by the Company or the Servicer to the Custodian, if any, shall be deemed to have been delivered to the Trustee for all purposes hereunder; and any documents held by the Custodian, if any, shall be deemed to be held by the Trustee for all purposes hereunder. There shall be a written Custodial Agreement between the Trustee and each Custodian. Each Custodial Agreement shall contain an acknowledgment by the Custodian that all Mortgage Pool Assets, Mortgage Files, and other documents and property held by it at any time are held by it for the benefit of the Trust. Each Custodial Agreement shall, if such reports are required to be filed with the Commission as an exhibit to a Report on Form 10-K, require the Custodian, (i) if determined by the Servicer to be a party participating in the servicing function within the meaning of Item 1122 of Regulation AB, to deliver to the Servicer the report on assessment of compliance with applicable servicing criteria and the accounting firm's attestation report described in Section 3.13(c) and (ii) if determined by the Servicer to meet the criteria in Item 1108(a)(2)(i) through (iii) of Regulation AB, to deliver to the Servicer the statement of compliance described in Section 3.13(e). Pursuant to the Initial Custodial Agreement, the Initial Custodian shall perform responsibilities of the Trustee on the Trustee's behalf with respect to the delivery, receipt, examination, custody and release of the Mortgage Files related to the Mortgage Loans identified in the Initial Custodial Agreement, as provided therein. The Trustee shall not have any responsibility for the acts or omissions of the Initial Custodian or any successor thereto (other than the Trustee); *provided, however,* that nothing herein shall relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its willful misconduct.

On or promptly after the Closing Date, the Servicer shall cause the MERS® System to indicate that each

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MERS Loan, if any, has been assigned to the Trustee or to the Trust, by including in the MERS® System computer files (a) the code necessary to identify the Trustee and (b) the code necessary to identify the series of the Certificates issued in connection with such Mortgage Loans. The Servicer shall not alter the codes referenced in this paragraph with respect to any MERS Loan during the term of this Agreement except in connection with an assignment of such MERS Loan or de-registration thereof from the MERS® System in accordance with the terms of this Agreement.

Section 2.06. *REMIC Elections for REMIC I and REMIC II*.

The Servicer shall, on behalf of each of REMIC I and REMIC II, elect to treat such REMIC I or REMIC II as a REMIC within the meaning of Section 860D of the Code and, if necessary, under applicable state laws. Such election shall be included in the Form 1066 and any appropriate state return to be filed on behalf of each of REMIC I and REMIC II for its first taxable year.

The Closing Date is hereby designated as the “startup day” of each of REMIC I and REMIC II within the meaning of Section 860G(a)(9) of the Code.

The regular interests (as set forth in the table contained in the Preliminary Statement hereto) relating to REMIC I are hereby designated as “regular interests” in REMIC I for purposes of Section 860G(a)(1) of the Code. The Class R-1 Residual Interest is hereby designated as the sole class of “residual interest” in REMIC I for purposes of Section 860G(a)(2) of the Code. The regular interests (as set forth in the table contained in the Preliminary Statement hereto) relating to REMIC II are hereby designated as “regular interests” in REMIC II for purposes of Section 860G(a)(1) of the Code. The Class R-2 Residual Interest is hereby designated as the sole class of “residual interest” in REMIC II for purposes of Section 860G(a)(2) of the Code.

The parties intend that the affairs of each of REMIC I and REMIC II shall constitute, and that the affairs of each of REMIC I and REMIC II shall be conducted so as to qualify each of REMIC I and REMIC II as a REMIC. In furtherance of such intention, the Servicer shall, on behalf of each of REMIC I and REMIC II: (a) prepare and file, or cause to be prepared and filed, a federal tax return using a calendar year as the taxable year and using an accrual method of accounting for such REMIC when and as required by the REMIC Provisions and other applicable federal income tax laws; (b) make an election, on behalf of the trust, for each of REMIC I and REMIC II to be treated as a REMIC on the federal tax return of such REMIC I or REMIC II for its first taxable year, in accordance with the REMIC Provisions; (c) prepare and forward, or cause to be prepared and forwarded, to the Holders of the REMIC I and REMIC II Regular Interests and the Class R-1 and Class R-2 Residual Interests and the Trustee, all information reports as and when required to be provided to them in accordance with the REMIC Provisions, and make available the information necessary for the application of Section 860E(e) of the Code; (d) conduct the affairs of REMIC I at all times that any REMIC I Regular Interests are outstanding so as to maintain the status of REMIC I as a REMIC under the REMIC Provisions, and conduct the affairs of REMIC II at all times that any REMIC II Regular Interests are outstanding so as to maintain the status of REMIC II as a REMIC under the REMIC Provisions; (e) not knowingly or intentionally take any action or omit to take any action that would cause the termination of the REMIC status of either REMIC I or REMIC II; and (f) pay the amount of any federal prohibited transaction penalty taxes imposed on REMIC I or REMIC II when and as the same shall be due and payable (but such obligation shall not prevent the Servicer from contesting any such tax in appropriate proceedings and shall not prevent the Servicer from withholding payment of such tax, if permitted by law, pending the outcome of such proceedings).

The Company and the Trustee shall promptly provide the Servicer with such information in the possession of the Company or the Trustee, respectively, as the Servicer may from time to time request for the purpose of enabling the Servicer to prepare or cause the preparation of tax returns. If so requested by the Servicer, the Trustee shall sign tax returns on behalf of the REMICs.

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In the event that a Mortgage Loan is discovered to have a defect which, had such defect been discovered before the startup day, would have prevented such Mortgage Loan from being a "qualified mortgage" within the meaning of Section 860G(a)(3) of the Code, and the Seller does not repurchase such Mortgage Loan within 90 days of such date pursuant to Section 3.3 of the Mortgage Loan Purchase Agreement, the Servicer, on behalf of the Trust, shall within 90 days of the date such defect is discovered sell such Mortgage Loan at such price as the Servicer, in its sole discretion, determines to be the greatest price that will result in the purchase thereof within 90 days of such date, unless the Servicer delivers to the Trustee an Opinion of Counsel to the effect that continuing to hold such Mortgage Loan will not adversely affect the status of the electing portion of REMIC I or REMIC II as a REMIC for federal income tax purposes.

In the event that the Servicer has paid any federal prohibited transaction penalty taxes imposed on REMIC I or REMIC II pursuant to clause (f) of the third preceding paragraph, the Trustee on behalf of the Trust shall (unless the Servicer's failure to exercise reasonable care was the primary cause of the imposition of such taxes) reimburse the Servicer or its agent, upon the written request of the Servicer, for such payment from amounts on deposit in the Certificate Account in reduction of the REMIC I Available Distribution Amount or the REMIC II Available Distribution Amount, as applicable, for the applicable Distribution Date. In the event that any federal prohibited transaction penalty taxes are imposed on REMIC I or REMIC II and not paid by the Servicer pursuant to clause (f) of the third preceding paragraph, the Trustee on behalf of the Trust shall pay such taxes from amounts on deposit in the Certificate Account in reduction of the REMIC I Available Distribution Amount or the REMIC II Available Distribution Amount, as applicable, for the applicable Distribution Date. The amount so reimbursed or paid pursuant to either of the immediately preceding two sentences shall be allocated as a loss to the Class R-1 Residual Interest or the Class R-2 Residual Interest, as applicable, in reduction of the Class Principal Balance thereof.

Neither the Trustee nor the Tax Matters Person shall knowingly or intentionally take any action that would cause the termination of the REMIC status of REMIC I or REMIC II.

Section 2.07. *Acceptance by Trustee*. The Trustee acknowledges receipt (or with respect to any Mortgage Loan subject to a Custodial Agreement, including the Initial Custodial Agreement, receipt by the Custodian thereunder) on behalf of the Trust of the documents (or certified copies thereof as specified in Section 2.05) referred to in Section 2.05 above, but without having made the review required to be made within 45 days pursuant to this Section 2.07. The Trustee acknowledges that all Mortgage Pool Assets, Mortgage Files and related documents and property held by it at any time are held by it as Trustee of the Trust for the benefit of the holders of the REMIC I and REMIC II Regular Interests and the Class R-1 and Class R-2 Residual Interests. The Trustee shall review (or, with respect to the Mortgage Loans identified in the Initial Custodial Agreement, cause the Initial Custodian to review) each Mortgage File within 45 days after the Closing Date and deliver to the Company a certification (or, with respect to the Mortgage Loans identified in the Initial Custodial Agreement, cause the Initial Custodian to deliver to the Company a certification, which satisfies the applicable requirements of this Agreement; *provided, however,* that with respect to the Initial Custodian, Exhibit B-2 to the Initial Custodial Agreement is deemed to satisfy the applicable requirements of this Agreement) in the form attached as Exhibit M hereto, to the effect that, except as noted, all documents required (in the case of instruments described in clauses (X)(ii), (X)(iv) and (Y)(ix) of the definition of "Mortgage File," known by the Trustee to be required) pursuant to the definition of "Mortgage File" and Section 2.05 have been executed and received, and that such documents relate to the Mortgage Loans identified in the Mortgage Loan Schedule. In performing such review, the Trustee may rely upon the purported genuineness and due execution of any such document, and on the purported genuineness of any signature thereon. The Trustee shall not be required to make any independent examination of any documents contained in each Mortgage File beyond the review specifically required herein. The Trustee makes no representations as to: (i) the validity, legality, enforceability or genuineness of any of the Mortgage Loans identified on the Mortgage Loan Schedule, or (ii) the collectability, insurability, effectiveness or suitability of any Mortgage Loan.

If the Trustee finds any document or documents required to be included in the Mortgage File for a Mortgage Loan pursuant to the definition of "Mortgage File" not to have been executed and received, the Trustee shall

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promptly so notify the Servicer. An exception report delivered by the Custodian to the Servicer pursuant to the Custodial Agreement shall be deemed to constitute such notice. Upon notice from the Trustee or the Custodian that any document required to be included in the Mortgage File for a Mortgage Loan has not been executed and received, the Servicer shall promptly notify the Seller of such defect and take appropriate steps on behalf of the Trust to enforce the Seller's obligation, pursuant to Section 2.4 of the Mortgage Loan Purchase Agreement, to correct or cure such defect or repurchase or substitute for such Mortgage Loan, in accordance with and subject to the time limitations set forth in such Section 2.4; *provided, however,* that the Servicer shall not require or permit the Seller to repurchase a Mortgage Loan pursuant to such Section 2.4 of the Mortgage Loan Purchase Agreement more than two years after the Closing Date unless (a) such defect would cause the Mortgage Loan to be other than a "qualified mortgage" (as defined in the Code), (b) such Mortgage Loan is in default, or default is in the judgment of the Servicer reasonably imminent, or (c) the Servicer, at the expense of the Seller, delivers to the Trustee an Opinion of Counsel addressed to the Trust and the Trustee to the effect that the repurchase of such Mortgage Loan will not give rise to a tax on a prohibited transaction, as defined in Section 860F(a) of the Code; *provided, further,* that in the event that such defect consists solely of the failure of the Seller to deliver any Recording Document with respect to such Mortgage Loan, due to a delay on the part of the recording office, then the Servicer shall instead notify the Seller of such defect and take appropriate steps on behalf of the Trust to enforce the Seller's obligation, pursuant to Section 2.3 of the Mortgage Loan Purchase Agreement, to comply with the procedure described in such Section 2.3.

In connection with the enforcement of the Seller's repurchase or substitution obligation pursuant to Section 2.4 of the Mortgage Loan Purchase Agreement, the Servicer and the Trustee shall comply with the additional provisions set forth in Section 2.10 hereof.

Section 2.08. *Representation and Warranty of the Company Concerning the Mortgage Loans*. The Company hereby represents and warrants to the Trust that, immediately upon the transfer and assignment contemplated by Section 2.04, the Trust shall have good title to, and will be the sole legal owner of, each Mortgage Loan, free and clear of any encumbrance or lien, other than (i) any lien arising before the Company's purchase of the Mortgage Loan from the Seller and (ii) any lien arising under this Agreement.

The representation and warranty set forth in this Section 2.08 shall survive delivery of the respective Mortgage Files to the Trustee or the Custodian, as the case may be, and shall continue throughout the term of this Agreement. Upon discovery by any of the Company, the Servicer or the Trustee of a breach of the foregoing representation and warranty which materially and adversely affects the value of the related Mortgage Loans or the interests of the Trust in the related Mortgage Loans, the party discovering such breach shall give prompt written notice to the others. Within 90 days of its discovery or its receipt of notice of breach, the Company shall repurchase or substitute for the affected Mortgage Loan or Mortgage Loans or any property acquired in respect thereof by the Trust, unless it has cured such breach in all material respects. Any such substitution shall be made within the three-month period commencing on the Closing Date (or within the two-year period commencing on the Closing Date if the related Mortgage Loan is a "defective obligation" within the meaning of Section 860G(a)(4)(B)(ii) of the Code and Treasury Regulation Section 1.860G-2(f)). Any such repurchase shall be made at the Repurchase Price; *provided*, *however,* that no Mortgage Loan shall be repurchased pursuant to this Section 2.08 unless (a) the Mortgage Loan to be repurchased is in default, or default is in the judgment of the Servicer reasonably imminent, or (b) the Servicer, at the expense of the Company, delivers to the Trustee an Opinion of Counsel addressed to the Trust and the Trustee to the effect that the repurchase of such Mortgage Loan will not give rise to a tax on a prohibited transaction, as defined in Section 860F(a) of the Code. If such breach would cause the Mortgage Loan to be other than a "qualified mortgage" (as defined in the Code), then notwithstanding the previous sentence, the repurchase or substitution must occur within the sooner of (i) 90 days from the date the defect was discovered or (ii) in the case of substitution, two years from the Closing Date.

Any number of Substitute Mortgage Loans may be substituted for any number of Reacquired Mortgage Loans, subject to the limitations described in the next sentence. With respect to the Mortgage Loans

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substituted on any date, (i) the aggregate Principal Balance of the Substitute Mortgage Loans shall not exceed the aggregate Principal Balance of the Reacquired Mortgage Loans, (ii) each Substitute Mortgage Loan shall mature no later than, and not more than two years before, the weighted average date of maturity of the Reacquired Mortgage Loans, (iii) each Substitute Mortgage Loan shall have a Current Loan-to-Value Ratio equal to or less than the weighted average Current Loan-to-Value Ratio of the Reacquired Mortgage Loans and (iv) each Substitute Mortgage Loan shall have a Mortgage Interest Rate on the date of substitution equal to or no more than 1 percentage point greater than the weighted average Mortgage Interest Rate of the Reacquired Mortgage Loans and (v) if the Reacquired Mortgage Loans do not provide for any payments of principal during an initial period, each Substitute Mortgage Loan also shall not provide for payments of principal during such initial period. In addition, a Substitute Mortgage Loan shall not be a High Cost Loan or Covered Loan (as such terms are defined in the Standard & Poor's LEVELS® Glossary in effect on the date of substitution, with such exceptions thereto as the Company and S&P may reasonably agree). A Substitute Mortgage Loan may be substituted for a defective Mortgage Loan that is itself a Substitute Mortgage Loan.

In connection with the substitution of one or more Substitute Mortgage Loans for one or more Reacquired Mortgage Loans on any date, the Company shall pay to the Trust the Substitution Price for such Reacquired Mortgage Loans, and such payment by the Company shall be treated in the same manner as proceeds of the repurchase by the Company of a Mortgage Loan pursuant to this Section 2.08.

With respect to each Substitute Mortgage Loan, the Company shall (a) deliver to and deposit with, or cause to be delivered to and deposited with, the Trustee or the Custodian on behalf of the Trust the Mortgage File for such Substitute Mortgage Loan and (b) cause the Seller to enter into an agreement with the Trust and the Servicer pursuant to which, with respect to such Substitute Mortgage Loan, the Seller will (i) make, as of the date of substitution, each of the representations and warranties that the Seller made pursuant to Section 3.1 of the Mortgage Loan Purchase Agreement with respect to the original Mortgage Loan (except that references to “Closing Date” or “Cut-off Date” in such Section 3.1 shall be changed to the applicable date of substitution), (ii) agree to deliver any missing Recording Documents with respect to such Substitute Mortgage Loan, and to repurchase or substitute for such Substitute Mortgage Loan in the event of the Seller’s failure to deliver any document required to be included in such Mortgage File or in the event of the Seller’s material breach of any of such representations and warranties, upon the same terms as the Seller’s corresponding obligations with respect to the original Mortgage Loan pursuant to Sections 2.3, 2.4 and 3.3 of the Mortgage Loan Purchase Agreement, and (iii) convey such Substitute Mortgage Loan to the Trust.

The Company shall pay all costs and expenses incurred in connection with any repurchase or substitution by the Company made pursuant to this Section 2.08.

With respect to each Mortgage Loan repurchased pursuant to this Section 2.08 and each Reacquired Mortgage Loan, the Company shall own and be entitled to receive all scheduled payments due after the date of repurchase or substitution, as applicable, any Curtailments received in or after the calendar month of repurchase or substitution, as applicable, and any Payoffs received after the 14th day of the calendar month of repurchase or substitution, as applicable; and with respect to each Substitute Mortgage Loan, the Company shall own and be entitled to receive all payments due under the related Mortgage Note on or before the date of substitution. Any such payments received by the Servicer shall promptly be remitted by the Servicer to the Company. With respect to each Substitute Mortgage Loan, the Trust shall own and be entitled to receive all scheduled payments due after the date of substitution, any Curtailments received in or after the calendar month of substitution, and any Payoffs received after the 14th day of the calendar month of substitution. Any such payments received by the Company shall promptly be remitted by the Company to the Servicer.

In connection with any repurchase or substitution by the Company made pursuant to this Section 2.08, the Servicer and the Trustee (to the extent of any obligations on its part) shall comply with the additional provisions set forth in Section 2.10 hereof.

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Section 2.09. *Representations and Warranties of the Seller Concerning the Mortgage Loans*. The Company hereby assigns to the Trust all of its rights under the Mortgage Loan Purchase Agreement, to the extent that the Mortgage Loan Purchase Agreement relates to the Mortgage Loans.

Upon discovery by any of the Company, the Servicer or the Trustee (in the case of the Trustee, having actual knowledge thereof) of a breach of any of the representations and warranties in respect of the Mortgage Loan set forth in Section 3.1 of the Mortgage Loan Purchase Agreement (in the case of a breach of the representation set forth in clause (xxix) of such Section 3.1 thereof, determined as specified in Section 3.3(b) thereof) that materially and adversely affects the value of the related Mortgage Loans or the interests of the Trust in the related Mortgage Loans, the party discovering such breach shall give prompt written notice to the others. Any breach of the representation set forth in clause (xxvii) or clause (xxviii) of such Section 3.1 thereof shall be deemed to materially and adversely affect the value of the related Mortgage Loans or the interests of the Trust in the related Mortgage Loans. The Servicer shall promptly notify the Seller of such breach and take appropriate steps on behalf of the Trust to enforce the Seller's obligation, pursuant to Section 3.3 of the Mortgage Loan Purchase Agreement, to cure such breach in all material respects or repurchase or substitute for the affected Mortgage Loan or Mortgage Loans or any property acquired in respect thereof, in accordance with and subject to the time limitations set forth in such Section 3.3; *provided, however,* that the Seller shall not be required or permitted to repurchase a Mortgage Loan pursuant to such Section 3.3 thereof unless (a) such defect would cause the Mortgage Loan to be other than a "qualified mortgage" (as defined in the Code), (b) such Mortgage Loan is in default, or default is in the judgment of the Servicer reasonably imminent, or (c) the Servicer, at the expense of the Seller, delivers to the Trustee an Opinion of Counsel addressed to the Trust and the Trustee to the effect that the purchase of such Mortgage Loan will not give rise to a tax on a prohibited transaction, as defined in Section 860F(a) of the Code.

In connection with the enforcement of the Seller's repurchase or substitution obligation pursuant to Section 3.3 of the Mortgage Loan Purchase Agreement, the Servicer and the Trustee shall comply with the additional provisions set forth in Section 2.10 hereof.

Section 2.10. *Additional Provisions Relating to Repurchases of and Substitutions for Mortgage Loans by the Company or the Seller*.

The Servicer shall deposit or cause to be deposited in the Custodial Account for P&I (i) the Repurchase Price that it receives for each Mortgage Loan repurchased by the Company pursuant to Section 2.08 hereof, (ii) the Substitution Price that it receives in connection with each substitution for a Mortgage Loan by the Company pursuant to such Section 2.08, (iii) the Repurchase Price (as defined in the Mortgage Loan Purchase Agreement) that it receives for each Mortgage Loan repurchased by the Seller pursuant to Section 2.4 or 3.3 of the Mortgage Loan Purchase Agreement and (iv) the Substitution Price (as defined in the Mortgage Loan Purchase Agreement) that it receives in connection with each substitution for a Mortgage Loan by the Seller pursuant to such Section 2.4 or 3.3 thereof.

Upon receipt by the Trustee of written notification, signed by a Servicing Officer, of the deposit in the Custodial Account for P&I of the Repurchase Price or Substitution Price, as applicable, and (in the case of a substitution for a Mortgage Loan) upon receipt by the Trustee of such instruments of transfer or assignment, in each case without recourse, as shall be necessary to vest in the Trust title to any Substitute Mortgage Loan, the Trustee shall (or, if applicable, shall cause the Custodian in accordance with the Custodial Agreement to) on behalf of the Trust release to the Company or the Seller, as applicable, or to such person's designee, the Mortgage File for such Mortgage Loan and shall execute and deliver (or, in the event that the Mortgage Files are held in the name of the Custodian, shall cause the Custodian in accordance with the Custodial Agreement to execute and deliver) on behalf of the Trust such instruments of transfer or assignment, in each case without recourse, as shall be necessary to vest in such person or its designee or assignee title to any such Mortgage Loan. In furtherance of the foregoing, if such Mortgage Loan is a MERS Loan and as a result of the repurchase thereof or substitution therefor such Mortgage Loan shall cease to be

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serviced by a servicer that is a member of MERS or if the Company or the Seller, as applicable, or such person's assignee, shall so request, the Servicer shall cause MERS to execute and deliver an assignment of the Mortgage in recordable form from MERS to such person or its assignee and shall cause the Mortgage Loan to be removed from registration on the MERS® System in accordance with MERS' rules and procedures.

It is understood and agreed that the obligation of (a) the Seller, pursuant to Section 2.4 of the Mortgage Loan Purchase Agreement, to repurchase or substitute for any Mortgage Loan as to which a defect in a constituent document exists, or (b) of the Seller or the Company, as applicable, pursuant to Section 3.3 of the Mortgage Loan Purchase Agreement or Section 2.8 hereof, to repurchase or substitute for any Mortgage Loan as to which a breach has occurred and is continuing, shall constitute the sole remedy respecting such defect or breach available to the Trust or the Holders of the REMIC interests or the Certificates issued hereunder or the Trustee on behalf of such Holders.

Section 2.11. *Acknowledgment of Transfer of Mortgage Pool Assets*. The Trustee hereby acknowledges and accepts on behalf of the Trust the transfer and assignment pursuant to Section 2.04 to the Trust of the Mortgage Pool Assets, but without having made the review required to be made within 45 days pursuant to Section 2.07, and declares that as of the Closing Date it (or, with respect to the Mortgage Loans identified in the Initial Custodial Agreement, the Custodian on behalf of the Trustee) holds and shall hold any documents constituting a part of the Mortgage Pool Assets, and the Mortgage Pool Assets, as Trustee in trust, upon the trust herein set forth, for the use and benefit of all present and future Holders of the REMIC I and REMIC II Regular Interests and the Class R-1 and Class R-2 Residual Interests.

Section 2.12. *Conveyance of REMIC III Assets; Security Interest*. The Company does hereby irrevocably sell, transfer, assign, set over, and otherwise convey to the Trust, without recourse, all the Company's right, title and interest in and to the REMIC III Assets. The Trust, as payment of the purchase price of the REMIC III Assets, shall (i) issue the Group 3-L, Class 1-A-1-M, Class 1-A-7-M, Class 1-A-12-M and Class 2-CB-2-M Regular Interests and the Class R-3 Residual Interest to the Company on the Closing Date and (ii) issue the Group 1, Group 2 and Group 4 Certificates (other than the Class 1-A-1, Class 1-A-7, Class 1-A-12 and Class 2-CB-2 Certificates) and the Group L-B Certificates to the Company or the Company's designee on the Closing Date in Authorized Denominations. Pursuant to Section 3818 of the Statutory Trust Statute, the REMIC I and REMIC II Regular Interests shall not be cancelled and shall be held as treasury interests owned by the Trust. The REMIC III Regular Interests and the Class R-3 Residual Interest shall together be a separate series of beneficial interests in the assets of the Trust consisting of the REMIC III Assets pursuant to Section 3806(b)(2) of the Statutory Trust Statute.

It is the express intent of the parties hereto that the conveyance of the REMIC III Assets to the Trust by the Company as provided in this Section 2.12 be, and be construed as, an absolute sale of the REMIC III Assets. It is, further, not the intention of the parties that such conveyance be deemed the grant of a security interest in the REMIC III Assets by the Company to the Trust to secure a debt or other obligation of the Company. However, in the event that, notwithstanding the intent of the parties, the REMIC III Assets are held to be the property of the Company, or if for any other reason this Agreement is held or deemed to create a security interest in the REMIC III Assets, then

(a) this Agreement shall constitute a security agreement;

(b) the conveyance provided for in this Section 2.12 shall be deemed to be a grant by the Company to the Trust of, and the Company hereby grants to the Trust, to secure all of the Company's obligations hereunder, a security interest in all of the Company's right, title, and interest, whether now owned or hereafter acquired, in and to:

(I) The REMIC I and REMIC II Regular Interests, including without limitation all rights represented thereby in and to the Mortgage Pool Assets and the proceeds thereof;

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(II) All accounts, chattel paper, deposit accounts, documents, general intangibles, goods, instruments, investment property, letter-of-credit rights, letters of credit, money, and oil, gas, and other minerals, consisting of, arising from, or relating to, any of the foregoing; and

(III) All proceeds of the foregoing.

The Company shall file such financing statements, and the Company and the Trustee acting on behalf of the Trust at the direction of the Company shall, to the extent consistent with this Agreement, take such other actions as may be necessary to ensure that, if this Agreement were found to create a security interest in the REMIC III Assets, such security interest would be a perfected security interest of first priority under applicable law and will be maintained as such throughout the term of this Agreement. In connection herewith, the Trust shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in force in the relevant jurisdiction.

Section 2.13. *REMIC Election for REMIC III*.

The Servicer shall, on behalf of REMIC III, elect to treat REMIC III as a REMIC within the meaning of Section 860D of the Code and, if necessary, under applicable state laws. Such election shall be included in the Form 1066 and any appropriate state return to be filed on behalf of REMIC III for its first taxable year.

The Closing Date is hereby designated as the “startup day” of REMIC III within the meaning of Section 860G(a)(9) of the Code.

The regular interests (as set forth in the table contained in the Preliminary Statement hereto) relating to REMIC III are hereby designated as “regular interests” in REMIC III for purposes of Section 860G(a)(1) of the Code. The Class R-3 Residual Interest is hereby designated as the sole class of “residual interest” in REMIC III for purposes of Section 860G(a)(2) of the Code.

The parties intend that the affairs of REMIC III shall constitute, and that the affairs of REMIC III shall be conducted so as to qualify it as, a REMIC. In furtherance of such intention, the Servicer shall, on behalf of REMIC III: (a) prepare and file, or cause to be prepared and filed, a federal tax return using a calendar year as the taxable year for REMIC III when and as required by the REMIC provisions and other applicable federal income tax laws; (b) make an election, on behalf of REMIC III, to be treated as a REMIC on the federal tax return of REMIC III for its first taxable year, in accordance with the REMIC provisions; (c) prepare and forward, or cause to be prepared and forwarded, to the Certificateholders and the Holders of the Class R-3 Residual Interest all information reports as and when required to be provided to them in accordance with the REMIC provisions; (d) conduct the affairs of REMIC III at all times that any of the Certificates are outstanding so as to maintain the status of REMIC III as a REMIC under the REMIC provisions; (e) not knowingly or intentionally take any action or omit to take any action that would cause the termination of the REMIC status of REMIC III; and (f) pay the amount of any federal prohibited transaction penalty taxes imposed on REMIC III when and as the same shall be due and payable (but such obligation shall not prevent the Servicer or any other appropriate person from contesting any such tax in appropriate proceedings and shall not prevent the Servicer from withholding payment of such tax, if permitted by law, pending the outcome of such proceedings).

In the event that the Servicer has paid any federal prohibited transaction penalty taxes imposed on REMIC III pursuant to clause (f) of the immediately preceding paragraph, the Trustee on behalf of the Trust shall (unless the Servicer’s failure to exercise reasonable care was the primary cause of the imposition of such taxes) reimburse the Servicer, upon the written request of the Servicer, for such payment from amounts on deposit in the Certificate Account in reduction of the REMIC III Available Distribution Amount for the applicable Distribution Date. In the event that any federal prohibited transaction penalty taxes are imposed on REMIC III and not paid by the Servicer pursuant to clause (f) of the immediately preceding paragraph, the

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Trustee on behalf of the Trust shall pay such taxes from amounts on deposit in the Certificate Account in reduction of the REMIC III Available Distribution Amount for the applicable Distribution Date. The amount so reimbursed or paid pursuant to either of the immediately preceding two sentences shall be allocated as a loss to the Class R-3 Residual Interest, in reduction of the Class Principal Balance thereof.

Neither the Trustee nor the Tax Matters Person shall knowingly or intentionally take any action that would cause the termination of the REMIC status of REMIC III.

Section 2.14. *Acknowledgement of Transfer of REMIC III Assets*. The Trustee hereby acknowledges and accepts on behalf of the Trust the assignment to the Trust pursuant to Section 2.12 of the REMIC III Assets and declares that as of the Closing Date it holds and shall hold any documents constituting a part of the REMIC III Assets, and the REMIC III Assets, as Trustee in trust, upon the trust herein set forth, for the use and benefit of all present and future Holders of the REMIC III Regular Interests and the Class R-3 Residual Interest.

Section 2.15. *Conveyance of Conveyed REMIC III Regular Interests; Security Interest*. The Company does hereby irrevocably sell, transfer, assign, set over, and otherwise convey to the Trust, without recourse, all the Company's right, title and interest in and to the Group 3-L, Class 1-A-1-M, Class 1-A-7-M, Class 1-A-12-M and Class 2-CB-2-M Regular Interests (the "Conveyed REMIC III Regular Interests"). The Trust, as payment of the purchase price of the Conveyed REMIC III Regular Interests, shall issue the Group 3, Class 1-A-1, Class 1-A-7, Class 1-A-12 and Class 2-CB-2 Certificates to the Company or the Company's designee on the Closing Date in Authorized Denominations. Pursuant to Section 3818 of the Statutory Trust Statute, the Conveyed REMIC III Regular Interests shall not be cancelled and shall be held as treasury interests owned by the Trust. The Group 3, Class 1-A-1, Class 1-A-7, Class 1-A-12 and Class 2-CB-2 Certificates shall be a separate series of beneficial interests in the assets of the Trust consisting of the Conveyed REMIC III Regular Interests and the Yield Maintenance Agreements pursuant to Section 3806(b)(2) of the Statutory Trust Statute.

It is the express intent of the parties hereto that the conveyance of the Conveyed REMIC III Regular Interests to the Trust by the Company as provided in this Section 2.15 be, and be construed as, an absolute sale of the Conveyed REMIC III Regular Interests. It is, further, not the intention of the parties that such conveyance be deemed the grant of a security interest in the Conveyed REMIC III Regular Interests by the Company to the Trust to secure a debt or other obligation of the Company. However, in the event that, notwithstanding the intent of the parties, the Conveyed REMIC III Regular Interests are held to be the property of the Company, or if for any other reason this Agreement is held or deemed to create a security interest in the Conveyed REMIC III Regular Interests, then

(a) this Agreement shall constitute a security agreement;

(b) the conveyance provided for in this Section 2.15 shall be deemed to be a grant by the Company to the Trust of, and the Company hereby grants to the Trust, to secure all of the Company's obligations hereunder, a security interest in all of the Company's right, title, and interest, whether now owned or hereafter acquired, in and to:

(I) The Group 3-L, Class 1-A-1-M, Class 1-A-7-M, Class 1-A-12-M and Class 2-CB-2-M Regular Interests, including without limitation all rights represented thereby in and to the Mortgage Pool Assets and the proceeds thereof;

(II) All accounts, chattel paper, deposit accounts, documents, general intangibles, goods, instruments, investment property, letter-of-credit rights, letters of credit, money, and oil, gas, and other minerals, consisting of, arising from, or relating to, any of the foregoing; and

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(III) All proceeds of the foregoing.

The Company shall file such financing statements, and the Company and the Trustee acting on behalf of the Trust at the direction of the Company shall, to the extent consistent with this Agreement, take such other actions as may be necessary to ensure that, if this Agreement were found to create a security interest in the Conveyed REMIC III Regular Interests, such security interest would be a perfected security interest of first priority under applicable law and will be maintained as such throughout the term of this Agreement. In connection herewith, the Trust shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in force in the relevant jurisdiction.

Section 2.16. *Acknowledgement of Transfer of Conveyed REMIC III Regular Interests*. The Trustee hereby acknowledges and accepts on behalf of the Trust the assignment to the Trust pursuant to Section 2.15 of the Group 3-L, Class 1-A-1-M, Class 1-A-7-M, Class 1-A-12-M and Class 2-CB-2-M Regular Interests and declares that as of the Closing Date it holds and shall hold any documents constituting a part of such REMIC III Regular Interests, and such REMIC III Regular Interests, as Trustee in trust, upon the trust herein set forth, for the use and benefit of all present and future Holders of the Group 3, Class 1-A-1, Class 1-A-7, Class 1-A-12 and Class 2-CB-2 Certificates.

Section 2.17. *Legal Title*. Legal title to all assets of the Trust shall be vested at all times in the Trust as a separate legal entity.

Section 2.18. *Compliance with ERISA Requirements*. For purposes of ensuring compliance with the requirements of the "underwriter's exemption" (U.S. Department of Labor Prohibited Transaction Exemption 2002-41, 67 Fed. Reg. 54487 (Aug. 22, 2002)), issued under ERISA, and for the avoidance of any doubt as to the applicability of other provisions of this Agreement, to the fullest extent permitted by applicable law and except as contemplated by this Agreement, the Trust shall not be a party to any merger, consolidation or reorganization, or liquidate or sell its assets.

Section 2.19. *Additional Representation Concerning the Mortgage Loans*. Based on the Seller's obligation, pursuant to Section 3.3 of the Mortgage Loan Purchase Agreement, to repurchase or substitute for the affected Mortgage Loan in the event of a breach of the representation set forth in clauses (xxvii) or (xxviii) of such Section 3.3 thereof, the parties hereto agree and understand that it is not intended for the Mortgage Pool to include any Mortgage Loan that is a "high-cost home loan" as defined under the New Jersey Home Ownership Security Act of 2002, the New Mexico Home Loan Protection Act, the Massachusetts Predatory Home Loan Practices Act or the Indiana Home Loan Practices Act (Indiana Code, Section 24-9 et seq.).

Section 2.20. *Distributions to Group 3 Certificates (other than the Class 3-C Certificates) Outside of REMIC III*. For tax purposes, for any Distribution Date for which a distribution has been made to any Class of Group 3 Certificates (other than the Class 3-C Certificates) pursuant to the second paragraph of Section 4.04(a), such Class shall be treated as (i) having received the portion of the REMIC III Available Distribution Amount distributed to the Corresponding Class of REMIC III Regular Interests for such Distribution Date and (ii) having received from the Class 3-C Certificates, outside of REMIC III, the distribution pursuant to the second paragraph of Section 4.04(a). For tax purposes, for any such Distribution Date, the Class 3-C Certificates shall be treated as (i) having received the portion of the REMIC III Available Distribution Amount distributed to the Corresponding Class of REMIC III Regular Interests for such Distribution Date and (ii) having paid to the Group 3 Certificates (other than the Class 3-C Certificates), outside of REMIC III, the Basis Risk Carry Forward Amount for such Class.

ARTICLE III

Administration and Servicing of Mortgage Loans

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Section 3.01. *The Servicer*. Washington Mutual Bank shall act as Servicer to service and administer the Mortgage Loans on behalf of the Trust in accordance with the terms hereof, consistent with prudent mortgage loan servicing practices and (unless inconsistent with prudent mortgage loan servicing practices) in the same manner in which, and with the same care, skill, prudence and diligence with which, it services and administers similar mortgage loans for other portfolios, and shall have full power and authority to do or cause to be done any and all things in connection with such servicing and administration which a prudent servicer of mortgage loans would do under similar circumstances, including, without limitation, the power and authority to bring actions and defend the Mortgage Pool Assets on behalf of the Trust in order to enforce the terms of the Mortgage Notes. The Servicer may perform its servicing responsibilities through subservicers or other agents or independent contractors, but shall not thereby be released from any of its responsibilities hereunder and the Servicer shall diligently pursue all of its rights against such subservicers or other agents or independent contractors; *provided, however,* that the Servicer shall, if such reports are required to be filed with the Commission as an exhibit to a Report on Form 10-K, (i) cause each such party, if determined by the Servicer to be a party participating in the servicing function within the meaning of Item 1122 of Regulation AB, to deliver to the Servicer the report on assessment of compliance with applicable servicing criteria and the accounting firm's attestation report described in Section 3.13(c) and (ii) cause each such party, if determined by the Servicer to meet the criteria in Item 1108(a)(2)(i) through (iii) of Regulation AB, to deliver to the Servicer the statement of compliance described in Section 3.13(e).

The Servicer shall make reasonable efforts to collect or cause to be collected all payments called for under the terms and provisions of the Mortgage Loans and shall, to the extent such procedures shall be consistent with this Agreement and the terms and provisions of any Primary Insurance Policy, any FHA insurance policy or VA guaranty, any hazard insurance policy, and federal flood insurance, cause to be followed such collection procedures as are followed with respect to mortgage loans comparable to the Mortgage Loans and held in portfolios of responsible mortgage lenders in the local areas where each Mortgaged Property is located. The Servicer shall enforce "due-on-sale" clauses with respect to the related Mortgage Loans, to the extent permitted by law, subject to the provisions set forth in Section 3.08.

Consistent with the foregoing, the Servicer may, in accordance with prudent mortgage loan servicing practices and subject to Section 3.20, (i) waive or cause to be waived any assumption fee or late payment charge in connection with the prepayment of any Mortgage Loan and (ii) only upon determining that the coverage of any applicable insurance policy or guaranty related to a Mortgage Loan will not be materially adversely affected, arrange a schedule, running for no more than 180 days after the first delinquent Due Date, for payment of any delinquent installment on any Mortgage Note or for the liquidation of delinquent items.

Consistent with the terms of this Section 3.01, the Servicer may waive, modify or vary any term of any Mortgage Loan or consent to the postponement of strict compliance with any such term or in any manner grant indulgence to any Mortgagor if it has determined, exercising its good faith business judgment in the same manner as it would if it were the owner of the related Mortgage Loan, that the security for, and the timely and full collectability of, such Mortgage Loan would not be adversely affected by such waiver, modification, postponement or indulgence; *provided, however,* that (unless the Mortgagor is in default with respect to the Mortgage Loan or in the reasonable judgment of the Servicer such default is imminent) the Servicer shall not permit any modification with respect to any Mortgage Loan that would (i) change the applicable Mortgage Interest Rate, defer or forgive the payment of any principal or interest, reduce the outstanding principal balance (except for actual payments of principal) or extend the final maturity date with respect to such Mortgage Loan, or (ii) be inconsistent with the terms of any applicable Primary Insurance Policy, FHA insurance policy, VA guaranty, hazard insurance policy or federal flood insurance policy. Notwithstanding the foregoing, the Servicer shall not permit any modification with respect to any Mortgage Loan that would both constitute a sale or exchange of such Mortgage Loan within the meaning of Section 1001 of the Code (including any proposed, temporary or final regulations promulgated thereunder) (other than in connection with a proposed conveyance or assumption of such Mortgage Loan that is treated as a Principal Prepayment or in a default situation) and cause any REMIC to fail to qualify as such under the Code. The Servicer shall be entitled to approve a request from a Mortgagor for a partial release of the

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related Mortgaged Property, the granting of an easement thereon in favor of another Person, any alteration or demolition of the related Mortgaged Property or other similar matters if it has determined, exercising its good faith business judgment in the same manner as it would if it were the owner of the related Mortgage Loan, that the security for, and the timely and full collectability of, such Mortgage Loan would not be adversely affected thereby and that REMIC I, REMIC II and REMIC III would not fail to continue to qualify as REMICs under the Code as a result thereof and that no tax on "prohibited transactions" or "contributions" after the startup day would be imposed on any REMIC as a result thereof.

The Servicer is hereby authorized and empowered by the Trust to, and shall, execute and deliver or cause to be executed and delivered on behalf of the Holders of the REMIC I and REMIC II Regular Interests and the Class R-1 and Class R-2 Residual Interests, the Trustee and the Trust or any of them, any and all instruments of satisfaction or cancellation, or of partial or full release, discharge or modification, assignments of Mortgages and endorsements of Mortgage Notes in connection with refinancings (in jurisdictions where such assignments are the customary and usual standard of practice of mortgage lenders) and all other comparable instruments, with respect to the Mortgage Loans and with respect to the Mortgaged Properties. The Servicer is hereby further authorized and empowered by the Trust to execute and deliver or cause to be executed and delivered on behalf of the Holders of the REMIC I and REMIC II Regular Interests and the Class R-1 and Class R-2 Residual Interests, the Trustee and the Trust, or any of them, such instruments of assignment or other comparable instruments as the Servicer shall, in its sole judgment, deem appropriate in order to register any Mortgage Loan on the MERS® System or to cause the removal of any Mortgage Loan from registration thereon. Any expenses incurred in connection with the actions described in the preceding sentence shall be borne by the Servicer with no right of reimbursement; *provided, however,* that any such expenses incurred as a result of any termination by MERS of the MERS® System shall be reimbursable to the Servicer. The Trustee on behalf of the Trust shall execute and furnish to the Servicer, at the Servicer's direction, any powers of attorney and other documents prepared by the Servicer and determined by the Servicer to be necessary or appropriate to enable the Servicer to carry out its supervisory, servicing and administrative duties under this Agreement.

The Servicer shall obtain (to the extent generally commercially available) and maintain fidelity bond and errors and omissions coverage acceptable to Fannie Mae or Freddie Mac with respect to its obligations under this Agreement. The Servicer shall establish escrow accounts for, or pay when due (by means of an advance), any tax liens in connection with the Mortgaged Properties and premiums with respect to any insurance required to be maintained by the Servicer under Section 3.06 and 3.07, to the extent that such amounts are not paid by the Mortgagors when due and to the extent that any such payment would not constitute a Nonrecoverable Advance when made.

In connection with the servicing and administering of each Mortgage Loan, the Servicer and any affiliate of the Servicer (i) may perform services such as appraisals, default management and (in the case of affiliates only) brokerage services that are not customarily provided by servicers of mortgage loans, and shall be entitled to reasonable compensation therefor and (ii) may, at its own discretion and on behalf of the Trust, obtain credit information in the form of a "credit score" from a credit repository.

Section 3.02. *The Custodial Accounts for P&I and Buydown Fund Accounts*. The Servicer shall establish and maintain the Custodial Accounts for P&I and shall deposit or cause to be deposited therein within 48 hours of receipt the following amounts received or advanced by the Servicer with respect to the Mortgage Loans:

(i) all scheduled payments of principal;

(ii) all scheduled payments of interest, net of the Servicing Fees (to the extent not applied to pay Compensating Interest);

(iii) all Curtailments and Payoffs;

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(iv) all Insurance Proceeds (except Insurance Proceeds required for the restoration or repair of the related Mortgaged Property, which shall be retained by the Servicer in an escrow account established for such purpose and maintained in an Eligible Institution, and which may, at the Servicer's option, be invested in Eligible Investments), Liquidation Proceeds, Excess Liquidation Proceeds and Subsequent Recoveries;

(v) all Repurchase Proceeds; and

(vi) (a) all Prepayment Premiums collected on the Mortgage Loans, (b) all payments made by the Servicer in respect of Prepayment Premiums pursuant to Section 3.20 and (c) all payments received by the Servicer from the Seller in respect of Prepayment Premiums pursuant to Section 3.4 of the Mortgage Loan Purchase Agreement.

The Servicer shall not be required to deposit or cause to be deposited in the Custodial Accounts for P&I the additional servicing compensation described in the second sentence of the definition of "Servicing Fee."

In the event that Buydown Funds have been provided with respect to any Mortgage Loan, the Servicer shall deposit such Buydown Funds in Buydown Fund Accounts established and maintained by the Servicer.

The Servicer is hereby authorized to make withdrawals from and to issue drafts against the Custodial Accounts for P&I and the Buydown Fund Accounts for the purposes required or permitted by this Agreement.

The aggregate amount deposited in a Custodial Account for P&I on any date pursuant to this Section 3.02 may be net of any amounts permitted to be withdrawn by the Servicer from such account on such date pursuant to Section 3.05.

The Servicer hereby undertakes to assure remittance to the Certificate Account of all amounts relating to the Mortgage Loans that have been collected by the Servicer and are due to the Certificate Account pursuant to Section 4.01 of this Agreement.

Funds held in the Custodial Account for P&I may, at the Servicer's option, be invested in (i) one or more Eligible Investments which shall in no event mature later than the Business Day prior to the Distribution Date on which such funds are required to be distributed to pursuant to Article IV (except if such Eligible Investments are obligations of the institution acting as the Trustee, in which case such Eligible Investments may mature on such Distribution Date), or (ii) such other instruments as shall be required to maintain the Ratings.

Section 3.03. *The Investment Account; Eligible Investments*.

(a) At its option, the Servicer may invest funds withdrawn from the Custodial Accounts for P&I or the Buydown Fund Accounts for its own account and at its own risk, during any period prior to their deposit in the Certificate Account pursuant to Section 3.04. Funds so withdrawn shall immediately be deposited by the Servicer with the Investment Depository in the Investment Account in the name of the Servicer and the Trust for investment only as set forth in this Section 3.03. The Servicer shall bear any and all losses incurred on any investments made with such funds and shall be paid all gains realized on such investments (except Payoff Earnings to the extent applied to pay Compensating Interest) as additional servicing compensation.

(b) Funds held in the Investment Account shall be invested in (i) one or more Eligible Investments which shall in no event mature later than the Business Day prior to the Distribution Date on which such funds are required to be distributed pursuant to Article IV (except if such Eligible Investments are obligations of the institution acting as the Trustee, in which case such Eligible Investments may mature on such Distribution

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Date), or (ii) such other instruments as shall be required to maintain the Ratings.

Section 3.04. *The Certificate Account*.

(a) On or prior to the Closing Date, the Trustee shall establish or cause to be established the Certificate Account. Promptly after the Closing Date, the Trustee shall communicate to the Servicer the account number and wiring instructions for the Certificate Account.

(b) Not later than the Business Day prior to each Distribution Date, the Servicer shall direct the Investment Depository to withdraw from the Investment Account and deposit in the Certificate Account (or, in the event any such amounts have not been deposited in the Investment Account, the Servicer shall withdraw from the Custodial Accounts for P&I or the Buydown Fund Accounts, as applicable, and deposit in the Certificate Account) the following amounts (in each case, net of any amounts that the Servicer is entitled to withdraw from the Custodial Accounts for P&I pursuant to Section 3.05(a)(i) through (v)):

(i) Scheduled installments of principal and interest on the Mortgage Loans received by the Servicer which were due on or before the related Due Date;

(ii) Payoffs received by the Servicer during the related Payoff Period, with interest to the date of Payoff;

(iii) Curtailments, Insurance Proceeds (except Insurance Proceeds required for the restoration or repair of the related Mortgaged Property), Liquidation Proceeds, Excess Liquidation Proceeds, Subsequent Recoveries and Repurchase Proceeds received by the Servicer during the Prior Period;

(iv) the Assigned Prepayment Premiums for all Loan Groups for such Distribution Date;

(v) any Monthly P&I Advance required to be made by the Servicer for such Distribution Date;

(vi) amounts paid by the Servicer in connection with the exercise of its option to terminate this Agreement pursuant to Section 9.01; and

(vii) any other amounts required to be distributed from the Certificate Account on such Distribution Date pursuant to Article IV (other than amounts to be deposited in the Certificate Account by the Trustee pursuant to clause (c) of this Section 3.04).

(c) On each applicable Distribution Date, the Trustee shall deposit in the Certificate Account the following amounts:

(i) amounts withdrawn from the Yield Maintenance Account, in accordance with Section 3.16;

(ii) amounts withdrawn from the Class C-PPP Reserve Fund, in accordance with Section 3.17; and

(iii) amounts withdrawn from the Class 3-PPP Reserve Fund, in accordance with Section 3.18.

(d) Funds held in the Certificate Account shall be invested at the written direction of the Servicer in (i) one or more Eligible Investments which shall in no event mature later than the Business Day prior to the related Distribution Date (except if such Eligible Investments are obligations of the institution acting as the Trustee, such Eligible Investments may mature on the Distribution Date), or (ii) such other instruments as

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shall be required to maintain the Ratings. The Servicer shall be entitled to be paid as additional servicing compensation any gains earned on such Eligible Investments and shall bear any losses suffered in connection therewith. If the Trustee has not received such written investment directions from the Servicer, the Trustee shall not invest funds held in the Certificate Account. The Trustee shall have no liability for any losses on investments of funds held in the Certificate Account.

Section 3.05. *Permitted Withdrawals from the Certificate Account, the Investment Account, the Custodial Accounts for P&I and the Buydown Fund Accounts*.

(a) The Servicer is authorized to make withdrawals (or, in the case of the Certificate Account, to direct the Trustee to make withdrawals), from time to time, from the Investment Account, the Certificate Account or the Custodial Accounts for P&I of amounts deposited therein, as follows:

(i) To reimburse itself for the following amounts advanced by the Servicer, to the extent that such amounts have not been previously reimbursed or otherwise recovered by the Servicer: (a) Monthly P&I Advances made pursuant to Section 4.02, (b) amounts advanced with respect to the payment of taxes pursuant to the sixth paragraph of Section 3.01, (c) amounts advanced to maintain any required insurance pursuant to Sections 3.06 and 3.07 and (d) amounts expended by or for the account of the Servicer pursuant to Section 3.09 in connection with foreclosure or bankruptcy proceedings or the maintenance or restoration of Mortgaged Properties,such right to reimbursement pursuant to this paragraph (i) being limited to amounts (including late Monthly Payments, Insurance Proceeds and Liquidation Proceeds) received on the particular Mortgage Loan with respect to which such advances were made;

(ii) To reimburse itself for amounts advanced by the Servicer that the Servicer has determined to be Nonrecoverable Advances;

(iii) To pay to itself the sum of the Servicing Fees and any Payoff Interest (net of Compensating Interest reduced by Payoff Earnings) for the related Distribution Date;

(iv) To pay to itself the amount of any reinvestment earnings deposited or earned in the Investment Account or the Certificate Account (reduced by the lesser of Payoff Earnings and Compensating Interest for the related Distribution Date);

(v) To reimburse itself or the Company for expenses incurred by and reimbursable to it or the Company pursuant to Section 6.03;

(vi) To pay on behalf of the Trust any Special Primary Insurance Premium payable by the Trust pursuant to Section 4.04(a); *provided*, the Servicer shall give written notice thereof to the Trustee prior to noon New York City time two Business Days prior to the applicable Distribution Date;

(vii) To make any deposit, required or permitted hereunder, of withdrawn funds to the Investment Account or the Certificate Account; and

after making or providing for the above withdrawals

(viii) To clear and terminate the Investment Account and the Certificate Account following termination of this Agreement pursuant to Section 9.01.

Since, in connection with withdrawals pursuant to Section 3.05(a)(i), the Servicer's entitlement thereto is limited to collections or other recoveries on the related Mortgage Loan, the Servicer shall keep and maintain, separate accounting for each Mortgage Loan, for the purpose of justifying any such withdrawals.

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(b) The Servicer is authorized to make withdrawals, from time to time, of Buydown Funds from the Buydown Fund Accounts or Custodial Accounts for P&I (and, to the extent applicable, to make deposits of the amounts withdrawn), as follows:

(i) To deposit each month in the Investment Account or the Certificate Account the amount necessary to supplement payments received on Buydown Loans;

(ii) In the event of a Payoff of any Mortgage Loan having a related Buydown Fund, to apply amounts remaining in Buydown Fund Accounts to reduce the required amount of such principal Payoff (or, if the Mortgagor has made a Payoff, to refund such remaining Buydown Fund amounts to the Person entitled thereto);

(iii) In the event of foreclosure or liquidation of any Mortgage Loan having a Buydown Fund, to deposit remaining Buydown Fund amounts in the Investment Account or the Certificate Account as Liquidation Proceeds; and

(iv) To clear and terminate the portion of any account representing Buydown Funds following termination of this Agreement pursuant to Section 9.01.

(c) The Trustee is authorized to make withdrawals from time to time from the Certificate Account to reimburse itself for advances it has made as successor Servicer pursuant to Section 7.01(a) hereof that it has determined to be Nonrecoverable Advances.

Section 3.06. *Maintenance of Primary Insurance Policies; Collections Thereunder*. The Servicer shall use commercially reasonable efforts to keep in full force and effect each Primary Insurance Policy (except any Special Primary Insurance Policy) required with respect to a Mortgage Loan until no longer required, and the Servicer shall use commercially reasonable efforts to keep in full force and effect each Special Primary Insurance Policy, if any. Notwithstanding the foregoing, the Servicer shall have no obligation to maintain any Primary Insurance Policy for a Mortgage Loan for which the outstanding Principal Balance thereof at any time subsequent to origination was 80% or less of the Appraised Value of the related Mortgaged Property, unless required by applicable law.

Unless required by applicable law, the Servicer shall not cancel or refuse to renew any Primary Insurance Policy in effect at the date of the initial issuance of the Certificates that is required to be kept in force hereunder; *provided, however,* that the Servicer shall not advance funds for the payment of any premium due under (i) any Primary Insurance Policy (other than a Special Primary Insurance Policy) if it shall determine that such an advance would be a Nonrecoverable Advance or (ii) any Special Primary Insurance Policy.

Section 3.07. *Maintenance of Hazard Insurance*. The Servicer shall cause to be maintained for each Mortgage Loan (other than a Cooperative Loan) hazard insurance with extended coverage in an amount which is not less than the original principal balance of such Mortgage Loan, except in cases approved by the Servicer in which such amount exceeds the value of the improvements to the Mortgaged Property. The Servicer shall also require hazard insurance with extended coverage in a comparable amount on property acquired upon foreclosure, or deed in lieu of foreclosure, of any Mortgage Loan (other than a Cooperative Loan). Any amounts collected under any such policies (other than amounts to be applied to the restoration or repair of the related Mortgaged Property) shall be deposited into the Custodial Account for P&I, subject to withdrawal pursuant to Section 3.03 and Section 3.05. Any unreimbursed costs incurred in maintaining any insurance described in this Section 3.07 shall be recoverable as an advance by the Servicer pursuant to Section 3.05(a). Such insurance shall be with insurers approved by the Servicer or Fannie Mae or Freddie Mac. Other additional insurance may be required of a Mortgagor pursuant to such applicable laws and regulations as shall at any time be in force and as shall require such additional insurance. Where any part of any improvement to the Mortgaged Property (other than a Mortgaged Property secured by a Cooperative

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Loan) is located in a federally designated special flood hazard area and in a community which participates in the National Flood Insurance Program at the time of origination of the related Mortgage Loan, the Servicer shall cause flood insurance to be provided. The hazard insurance coverage required by this Section 3.07 may be met with blanket policies providing protection equivalent to individual policies otherwise required. The Servicer agrees to present, or cause to be presented, on behalf of and for the benefit of the Trust, claims under the hazard insurance policy respecting any Mortgage Loan, and in this regard to take such reasonable actions as shall be necessary to permit recovery under such policy.

Section 3.08. *Enforcement of Due-on-Sale Clauses; Assumption Agreements*. When any Mortgaged Property is about to be conveyed by the Mortgagor, the Servicer shall, to the extent it has knowledge of such prospective conveyance and prior to the time of the consummation of such conveyance, exercise on behalf of the Trust the Trust's rights to accelerate the maturity of such Mortgage Loan, to the extent that such acceleration is permitted by the terms of the related Mortgage Note, under any "due-on-sale" clause applicable thereto; *provided, however,* that the Servicer shall not exercise any such right if the due-on-sale clause, in the reasonable belief of the Servicer, is not enforceable under applicable law or if such exercise would result in non-coverage of any resulting loss that would otherwise be covered under any insurance policy. In the event the Servicer is prohibited from exercising such right, the Servicer is authorized to take or enter into an assumption and modification agreement from or with the Person to whom a Mortgaged 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 or unless the Mortgage Note contains a provision allowing a qualified borrower to assume the Mortgage Note, the Mortgagor remains liable thereon; provided that the Mortgage Loan shall continue to be covered (if so covered before the Servicer enters such agreement) by any related Primary Insurance Policy. The Servicer is also authorized 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. The Servicer shall not enter into any substitution or assumption with respect to a Mortgage Loan if such substitution or assumption shall (i) both constitute a "significant modification" effecting an exchange or reissuance of such Mortgage Loan under the Code (or Treasury regulations promulgated thereunder) and cause the REMICs to fail to qualify as a REMIC under the REMIC Provisions or (ii) cause the imposition of any tax on "prohibited transactions" or "contributions" after the startup day under the REMIC Provisions. The Servicer shall notify the Trustee that any such substitution or assumption agreement has been completed by forwarding to the Trustee (or, if applicable, the Custodian) the original copy of such substitution or assumption agreement and other documents and instruments constituting a part thereof. In connection with any such assumption or substitution agreement, the terms of the related Mortgage Note shall not be changed. Any fee collected by the Servicer for entering into an assumption or substitution of liability agreement shall be paid to the Servicer as additional servicing compensation.

Notwithstanding the foregoing paragraph or any other provision of this Agreement, the Servicer shall not be deemed to be in default, breach or otherwise in violation of any of its obligations hereunder by reason of any assumption of a Mortgage Loan by operation of law or any assumption which the Servicer may be restricted by law from preventing, for any reason whatsoever.

Section 3.09. *Realization Upon Defaulted Mortgage Loans*. The Servicer shall foreclose upon or otherwise comparably convert, or cause to be foreclosed upon or comparably converted, the ownership of any Mortgaged Property securing a Mortgage Loan which comes into and continues in default and as to which no satisfactory arrangements can be made for collection of delinquent payments pursuant to Section 3.01. In lieu of such foreclosure or other conversion, and taking into consideration the desirability of maximizing net Liquidation Proceeds and Insurance Proceeds, the Servicer may, to the extent consistent with prudent mortgage loan servicing practices, accept a payment of less than the outstanding Principal Balance of a delinquent Mortgage Loan in full satisfaction of the indebtedness evidenced by the related Mortgage Note and release the lien of the related Mortgage upon receipt of such payment. The Servicer shall not foreclose upon or otherwise comparably convert a Mortgaged Property if the Servicer is aware of evidence of toxic waste, other hazardous substances or other evidence of environmental contamination thereon and the Servicer determines that it would be imprudent to do so. In connection with such foreclosure

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or other conversion, the Servicer shall cause to be followed such practices and procedures as it shall deem necessary or advisable and as shall be normal and usual in general mortgage servicing activities. The Servicer shall be responsible for all costs and expenses incurred by it in any such foreclosure proceedings or in any bankruptcy proceedings with respect to a Mortgagor, and the costs and expenses of maintaining or restoring any Mortgaged Property securing a defaulted Mortgage Loan; *provided, however,* that it shall be entitled to reimbursement thereof (as well as its normal servicing compensation) as an advance. The foregoing is subject to the provision that, in the case of damage to a Mortgaged Property from an Uninsured Cause, the Servicer shall not advance funds towards the restoration of the property unless it shall be determined, in the sole judgment of the Servicer, (i) that such restoration will increase the proceeds of liquidation of the Mortgage Loan to Certificateholders after reimbursement to itself for such expenses, and (ii) that such expenses will be recoverable to it through Liquidation Proceeds. The Servicer shall maintain information required for tax reporting purposes regarding any Mortgaged Property which is abandoned or which has been foreclosed or otherwise comparably converted. The Servicer shall report such information to the Internal Revenue Service and the Mortgagor in the manner required by applicable law.

The Servicer may enter into one or more special servicing agreements with a Lowest Class B Owner, subject to each Rating Agency's acknowledgment that the Ratings of the Certificates in effect immediately prior to the entering into of such agreement would not be qualified, downgraded or withdrawn and the Certificates would not be placed on credit review status (except for possible upgrading) as a result of such agreement. Any such agreement may contain provisions whereby such Lowest Class B Owner may (a) instruct the Servicer to commence or delay foreclosure proceedings with respect to delinquent Mortgage Loans, provided that the Lowest Class B Owner deposits a specified amount of cash with the Servicer that will be available for distribution to Certificateholders if Liquidation Proceeds are less than they otherwise may have been had the Servicer acted pursuant to its normal servicing procedures, (b) purchase such delinquent Mortgage Loans from the Trust immediately prior to the commencement of foreclosure proceedings at a price equal to the aggregate outstanding Principal Balance of such Mortgage Loans plus accrued interest thereon at the applicable Mortgage Interest Rate through the last day of the month in which such Mortgage Loans are purchased plus any unreimbursed advances made by the Servicer hereunder; and/or (c) assume all of the servicing rights and obligations with respect to such delinquent Mortgage Loans so long as (i) the Servicer has the right to transfer the servicing rights and obligations of such Mortgage Loans to another servicer and (ii) such Lowest Class B Owner will service such Mortgage Loans in accordance with the terms of this Agreement; *provided, however,* that no such agreement will relieve the Servicer of any of its obligations hereunder.

REMIC I and REMIC II shall not acquire any real property (or personal property incident to such real property) except in connection with a default or imminent default of a Mortgage Loan. In the event that REMIC I or REMIC II acquires any real property (or personal property incident to such real property) in connection with a default or imminent default of a Mortgage Loan, such property shall be disposed of by the Servicer as soon as practicable in a manner that, consistent with prudent mortgage loan servicing practices, maximizes the net present value of the recovery to the Trust, but in any event within three years after its acquisition by the Servicer for REMIC I or REMIC II unless the Servicer provides to the Trustee an Opinion of Counsel to the effect that the holding by REMIC I or REMIC II of such Mortgaged Property subsequent to three years after its acquisition will not result in the imposition of taxes on "prohibited transactions" of REMIC I or REMIC II as defined in Section 860F of the Code or under the law of any state in which real property securing a Mortgage Loan owned by REMIC I or REMIC II is located or cause REMIC I or REMIC II to fail to qualify as a REMIC for federal income tax purposes or for state tax purposes under the laws of any state in which real property securing a Mortgage Loan owned by REMIC I or REMIC II is located at any time that any Certificates are outstanding. The Servicer shall conserve, protect and operate each such property for the Certificateholders solely for the purpose of its prompt disposition and sale in a manner which does not cause such property to fail to qualify as "foreclosure property" within the meaning of Section 860G(a)(8) or result in the receipt by the REMIC of any "income from non-permitted assets" within the meaning of Section 860F(a)(2)(B) of the Code or any "net income from foreclosure property" which is subject to taxation under the REMIC Provisions. Pursuant to its efforts to sell such property, the Servicer shall either itself or through an agent selected by the Servicer protect and conserve such property in the same manner and to such

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extent as is customary in the locality where such property is located and may, incident to its conservation and protection of the assets of the Trust, rent the same, or any part thereof, as the Servicer deems to be in the best interest of the Trust for the period prior to the sale of such property. Additionally, the Servicer shall perform the tax withholding and shall file information returns with respect to the receipt of mortgage interests received in a trade or business, the reports of foreclosures and abandonments of any Mortgaged Property and the information returns relating to cancellation of indebtedness income with respect to any Mortgaged Property required by Sections 6050H, 6050J and 6050P, respectively, of the Code, and deliver to the Trustee an Officers' Certificate on or before March 31 of each year stating that such reports have been filed. Such reports shall be in form and substance sufficient to meet the reporting requirements imposed by Sections 6050H, 6050J and 6050P of the Code.

Notwithstanding any other provision of this Agreement, the Servicer and the Trustee, as applicable, shall comply with all federal withholding requirements with respect to payments to Certificateholders of interest or original issue discount that the Servicer or the Trustee reasonably believes are applicable under the Code. The consent of Certificateholders shall not be required for any such withholding. Without limiting the foregoing, the Servicer shall not withhold with respect to payments of interest or original issue discount in the case of a Certificateholder that has furnished or caused to be furnished an effective Form W-8 or an acceptable substitute form or a successor form and who is not a "10 percent shareholder" within the meaning of Code Section 871(h)(3)(B) or a "controlled foreign corporation" described in Code Section 881(c)(3)(C) with respect to REMIC I, REMIC II, REMIC III or the Company. In the event the Trustee withholds any amount from interest or original issue discount payments or advances thereof to any Certificateholder pursuant to federal withholding requirements, the Trustee shall indicate the amount withheld to such Certificateholder.

Section 3.10. *Trustee to Cooperate; Release of Mortgage Files*. Upon the Payoff or scheduled maturity of any Mortgage Loan, the Servicer shall cause such final payment to be deposited within 48 hours in the related Custodial Account for P&I. The Servicer shall promptly notify the Trustee thereof by a certification (which certification shall include a statement to the effect that all amounts received in connection with such payment which are required to be deposited in such account have been so deposited) of a Servicing Officer and shall request delivery to it of the Mortgage File; *provided, however,* that such certification shall not be required if the Mortgage File is held by a Custodian which is also the Servicer of the Mortgage Loan. Upon receipt of such certification and request, the Trustee shall (or, if applicable, shall cause the Custodian in accordance with the Custodial Agreement to), not later than the fifth succeeding Business Day, release, or cause to be released, the related Mortgage File to the Servicer. With any such Payoff or other final payment, the Servicer is authorized (i) to prepare for and procure from the trustee or mortgagee under the Mortgage which secured the Mortgage Note a deed of full reconveyance or other form of satisfaction or assignment of Mortgage and endorsement of Mortgage Note in connection with a refinancing covering the Mortgaged Property, which satisfaction, endorsed Mortgage Note or assigning document shall be delivered by the Servicer to the person or persons entitled thereto, and (ii) with respect to any MERS Loan, to cause the removal of such Mortgage Loan from registration on the MERS® System. No expenses incurred in connection with such satisfaction or assignment shall be payable to the Servicer by the Trustee or from the Certificate Account, the related Investment Account or the related Custodial Account for P&I. From time to time as appropriate for the servicing or foreclosure of any Mortgage Loan, including, for this purpose, collection under any Primary Insurance Policy, the Trustee shall (or, if applicable, shall cause the Custodian in accordance with the Custodial Agreement to), upon request of the Servicer and delivery to it of a trust receipt signed by a Servicing Officer, release not later than the fifth Business Day following the date of receipt of such request and trust receipt the related Mortgage File to the Servicer and shall execute such documents as shall be necessary to the prosecution of any such proceedings. Such trust receipt shall obligate the Servicer to return the Mortgage File to the Trustee (or, if applicable, the Custodian) when the need therefor by the Servicer no longer exists, unless the Mortgage Loan shall be liquidated, in which case, upon receipt of a certificate of a Servicing Officer similar to that herein above specified, the trust receipt shall be released by the Trustee to the Servicer.

Section 3.11. *Compensation to the Servicer*. As compensation for its activities hereunder, the Servicer

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shall be entitled to receive from the accounts listed in Section 3.05(a) the amounts provided for by Section 3.05(a)(iii). In addition, the Servicer shall be entitled to be paid, as additional servicing compensation, (i) any prepayment penalty received on a Mortgage Loan that is not a Prepayment Premium, and any late charges, nonsufficient funds fees and other fees and charges collected on the Mortgage Loan, (ii) to the extent provided in Section 3.03, all gains realized on investments of funds held in the Investment Account and (iii) all gains realized on investments of funds held in the Certificate Account. The Servicer shall be required to pay all expenses incurred by it in connection with its activities hereunder and shall not be entitled to reimbursement therefor, except as specifically provided herein.

Section 3.12. [*Reserved.*]

Section 3.13. *Reports on Assessment of Compliance with Servicing Criteria and Servicing Compliance Statements*. The Servicer shall, on or before the 90th day following each December 31 after the Cut-Off Date, deliver to the Company and the Trustee, and, if required, file with the Commission as an exhibit to a Report on Form 10-K filed on behalf of the Trust, the following documents:

(a) a report on its assessment of compliance during the preceding calendar year with all applicable servicing criteria set forth in Item 1122(d) of Regulation AB with respect to asset-backed securities transactions taken as a whole involving the Servicer that are backed by assets of the same type as the Mortgage Loans, as required by Item 1122 of Regulation AB;

(b) with respect to the assessment report described in clause (a) above, a report by a registered public accounting firm that attests to, and reports on, the assessment made by the Servicer, as required by Item 1122 of Regulation AB;

(c) with respect to each subservicer or other agent or independent contractor through which the Servicer performs any of its servicing responsibilities hereunder and each Custodian, in each case, if determined by the Servicer to be a party participating in the servicing function within the meaning of Item 1122 of Regulation AB, (i) a report prepared by such party on its assessment of compliance during the preceding calendar year with all applicable servicing criteria set forth in Item 1122(d) of Regulation AB with respect to asset-backed securities transactions taken as a whole involving such party that are backed by assets of the same type as the Mortgage Loans and (ii) a report by a registered public accounting firm that attests to, and reports on, such assessment, each as required by Item 1122 of Regulation AB;

(d) the assessment report and public accounting firm's attestation report delivered by the Trustee under Section 8.18 (if required to be delivered by the Trustee under such Section 8.18); and

(e) a statement of compliance from the Servicer, and a similar statement from each subservicer or other agent or independent contractor through which the Servicer performs any of its servicing responsibilities hereunder and from each Custodian, in each case, if determined by the Servicer to meet the criteria in Item 1108(a)(2)(i) through (iii) of Regulation AB, as required by Item 1123 of Regulation AB, signed by an authorized officer, to the effect that:

(i) a review of the Servicer's (or, in the case of a statement from any such other party, such other party's) activities during the preceding calendar year (or the applicable portion thereof in the case of the initial statement) and of its performance under this Agreement (or the servicing agreement applicable to such other party) has been made under such officer's supervision; and

(ii) to the best of such officer's knowledge, based on such review, the Servicer (or such other party) has fulfilled all of its obligations under this Agreement (or the servicing agreement applicable to such other party) in all material respects throughout the preceding calendar year (or the applicable portion thereof) or, if there has been a failure to fulfill any such obligation in any material

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respect, specifying each such failure known to such officer and the nature and status thereof;

provided, however, that the Servicer shall not be required to deliver the documents described in clauses (c) and (d), and in clause (e) with respect to any subservicer or other agent or independent contractor, or any Custodian, if such reports are not required to be filed with the Commission as an exhibit to a Report on Form 10-K.

Copies of such reports and statements shall be provided by the Servicer, or by the Trustee (solely to the extent that such copies are available to the Trustee) at the expense of the Servicer, to Certificateholders upon request.

Section 3.14. *Access to Certain Documentation and Information Regarding the Mortgage Loans*. In the event that the Certificates are legal for investment by federally-insured savings associations, the Servicer shall provide to the OTS, the FDIC and the supervisory agents and examiners of the OTS and the FDIC access to the documentation regarding the related Mortgage Loans required by applicable regulations of the OTS or the FDIC, as applicable, and shall in any event provide such access to the documentation regarding such Mortgage Loans to the Trustee and its representatives, such access being afforded without charge, but only upon reasonable request and during normal business hours at the offices of the Servicer designated by it.

Section 3.15. [*Reserved*.]

Section 3.16. *Yield Maintenance Account.* The Trustee is hereby authorized and directed, on or prior to the Closing Date, to cause to be established and maintained the Yield Maintenance Account, into which amounts received by the Trustee from the applicable Cap Counterparty pursuant to the applicable Yield Maintenance Agreement shall be deposited for the benefit of the Class 1-A-1, Class 1-A-7, Class 1-A-12 and Class 2-CB-2 Certificates. On each Distribution Date, the Trustee shall withdraw from the Yield Maintenance Account to the extent funds are available therein and in accordance with the statement received from the Servicer pursuant to Section 4.02(b), the Yield Maintenance Payment Amounts for the Class 1-A-1, Class 1-A-7, Class 1-A-12 and Class 2-CB-2 Certificates for such Distribution Date, and deposit such amounts in the Certificate Account for payment to such Classes of Certificates pursuant to Section 4.04(a).

Amounts on deposit in the Yield Maintenance Account shall not be invested and shall not be held in an interest-bearing account.

The Trustee shall withdraw from the Yield Maintenance Account and pay to itself any amounts remaining in the Yield Maintenance Account after the later of the Final Yield Maintenance Payment Date for the Class 1-A-1, Class 1-A-7, Class 1-A-12 and Class 2-CB-2 Certificates.

To the extent that it constitutes a “reserve fund” for purposes of the REMIC Provisions, the Yield Maintenance Account established hereunder shall be an “outside reserve fund” as defined in Treasury Regulation 1.860G-2(h), and in that regard (i) such fund shall be an outside reserve fund and not an asset of any REMIC, (ii) such fund shall be owned for federal tax purposes by the Trustee, and the Trustee shall report all amounts of income, deduction, gain or loss accruing therefrom, and (iii) amounts transferred by the REMIC to the fund shall be treated as distributed by the REMIC to the Trustee. The Servicer shall deliver to the Trustee an annual statement showing (x) the amounts received by the Trustee, in its capacity as owner of the Yield Maintenance Account for income tax purposes, as payments on the Yield Maintenance Agreements, and (y) the amounts paid to Certificateholders from such amounts received. The Servicer shall indemnify the institution acting as Trustee, both in its individual capacity and as Trustee, to the extent that any tax liability of the Trustee, in its capacity as owner of the Yield Maintenance Account for income tax purposes (including the amount of any tax liability resulting from the indemnity payment), exceeds the net funds (that is, the excess of the amount in clause (x) above over the amount in clause (y) above), if any,

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received by the Trustee from such account.

Section 3.17. *Maintenance of the Class C-PPP Reserve Fund*. On or prior to the Closing Date, the Trustee shall cause to be established and maintained the Class C-PPP Reserve Fund, into which an amount equal to $100 shall be contributed by WaMu Capital Corp. On the Distribution Date in June 2010 (or, if the Servicer exercises its purchase option set forth in the first paragraph of this Section 9.01(a), or if all the Group 1, Group 2 and Group 4 Loans are paid in full or liquidated, in each case before the Distribution Date in June 2010, then on the date of such purchase or payment in full or liquidation), the Trustee shall withdraw from the Class C-PPP Reserve Fund the amount on deposit therein and deposit such amount in the Certificate Account for payment to the Class C-PPP Certificateholders pursuant to Section 4.04(a).

Amounts on deposit in the Class C-PPP Reserve Fund shall not be invested and shall not be held in an interest-bearing account.

To the extent that it constitutes a "reserve fund" for purposes of the REMIC Provisions, the Class C-PPP Reserve Fund established hereunder shall be an "outside reserve fund" as defined in Treasury Regulation 1.860G-2(h), and in that regard (i) such fund shall be an outside reserve fund and not an asset of any REMIC, (ii) such fund shall be owned for federal tax purposes by the Underwriter, and the Underwriter shall report all amounts of income, deduction, gain or loss accruing therefrom, and (iii) amounts transferred by the REMIC to the fund shall be treated as distributed by the REMIC to the Underwriter.

Section 3.18. *Maintenance of the Class 3-PPP Reserve Fund*. On or prior to the Closing Date, the Trustee shall cause to be established and maintained the Class 3-PPP Reserve Fund, into which an amount equal to $100 shall be contributed by WaMu Capital Corp. On the Distribution Date in June 2010 (or, if the Servicer exercises its purchase option set forth in the second paragraph of this Section 9.01(a), or if all the Group 3 Loans are paid in full or liquidated, in each case before the Distribution Date in June 2010, then on the date of such purchase or payment in full or liquidation), the Trustee shall withdraw from the Class 3-PPP Reserve Fund the amount on deposit therein and deposit such amount in the Certificate Account for payment to the Class 3-PPP Certificateholders pursuant to Section 4.04(a).

Amounts on deposit in the Class 3-PPP Reserve Fund shall not be invested and shall not be held in an interest-bearing account.

To the extent that it constitutes a "reserve fund" for purposes of the REMIC Provisions, the Class 3-PPP Reserve Fund established hereunder shall be an "outside reserve fund" as defined in Treasury Regulation 1.860G-2(h), and in that regard (i) such fund shall be an outside reserve fund and not an asset of any REMIC, (ii) such fund shall be owned for federal tax purposes by the Underwriter, and the Underwriter shall report all amounts of income, deduction, gain or loss accruing therefrom, and (iii) amounts transferred by the REMIC to the fund shall be treated as distributed by the REMIC to the Underwriter.

Section 3.19. *Determination of LIBOR by Servicer.*

(a) With respect to the first Distribution Date, LIBOR shall be 5.330%. With respect to each Distribution Date thereafter, the Servicer will determine LIBOR on the related LIBOR Determination Date on the basis of the "Interest Settlement Rate" for United States dollar deposits of one-month maturity set by the British Bankers' Association (the "BBA") as of 11:00 a.m. (London time) on such LIBOR Determination Date as found on any of the Moneyline Telerate Service (formerly the Dow Jones Markets) page 3750, the Reuters Monitor Money Rates Service page "LIBOR01" or the Bloomberg L.P. page "BBAM" (each such page, or such other page as may replace any of the foregoing on such service or such other service as may be nominated by the BBA as the information vendor for the purpose of displaying the BBA's Interest Settlement Rates for deposits in United States dollars, each, a "Designated Telerate Page").

(b) If on any LIBOR Determination Date, such Interest Settlement Rates are not available from any

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Designated Telerate Page, LIBOR for the related accrual period will be the most recently published Interest Settlement Rate. In the event that the BBA no longer sets an Interest Settlement Rate, the Servicer shall calculate LIBOR for the immediately following accrual period as follows: the Servicer will determine LIBOR by reference to the quotations offered by the principal London office of each of the designated Reference Banks meeting the criteria set forth below for making one-month United States dollar deposits in leading banks in the London Interbank market, as of 11:00 a.m. (London time) on the LIBOR Determination Date. Under this method LIBOR will be established by the Servicer on each LIBOR Determination Date as follows:

(i) If on any LIBOR Determination Date two or more Reference Banks provide offered quotations, LIBOR for the next interest accrual period shall be the arithmetic mean of the offered quotations, carrying the result (expressed as a percentage) out to six decimal places, and rounding to five decimal places.

(ii) If on any LIBOR Determination Date only one or none of the Reference Banks provides offered quotations, LIBOR for the next interest accrual period shall be the greater of:

(A) LIBOR as determined on the previous LIBOR Determination Date (or, in the case of the first LIBOR Determination Date, the applicable LIBOR as specified in the first sentence of Section 3.19(a)) and

(B) the Reserve Interest Rate.

The “Reserve Interest Rate” shall be the rate per annum that the Servicer determines to be either:

(A) the arithmetic mean, (expressed as a percentage) carried out to six decimal places, and rounded to five decimal places, of the one-month United States dollar lending rates that New York City banks selected by the Servicer are quoting, on the relevant LIBOR Determination Date, to the principal London offices of at least two of the Reference Banks to which the quotations are, in the opinion of the Servicer, being so made, or

(B) if the Servicer cannot determine the arithmetic mean, the lowest one-month United States dollar lending rate which New York City banks selected by the Servicer are quoting on the LIBOR Determination Date to leading European banks.

(iii) If on any LIBOR Determination Date the Servicer is required but is unable to determine the Reserve Interest Rate in the manner provided in paragraph (ii) above, LIBOR for the next interest accrual period shall be LIBOR as determined on the preceding LIBOR Determination Date (or, in the case of the first LIBOR Determination Date, the applicable LIBOR as specified in the first sentence of Section 3.19(a)).

Each “Reference Bank” (i) will be a leading bank engaged in transactions in Eurodollar deposits in the international Eurocurrency market, (ii) will not control, be controlled by, or be under common control with, the Servicer and (iii) will have an established place of business in London. If any Reference Bank should be unwilling or unable to act as such or if the Servicer should terminate the

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designation of any such reference bank, the Servicer will promptly designate another leading bank meeting the criteria specified above. If on any such LIBOR Determination Date, the Servicer calculates LIBOR on the basis of the provisions of this Section 3.19(b), the Servicer shall designate the Reference Banks.

(c) The establishment of LIBOR on each LIBOR Determination Date by the Servicer for the related accrual period will, in the absence of manifest error, be final and binding.

Section 3.20. *Assigned Prepayment Premiums.*

(a) Notwithstanding anything in this Agreement to the contrary, in the event of a voluntary Payoff, the Servicer may not waive any Prepayment Premium or portion thereof required by the terms of the related Mortgage Note:

(1) unless the related Mortgage Loan is in default or default is foreseeable and such waiver (i) is standard and customary in servicing mortgage loans similar to the Mortgage Loans and (ii) would, in the reasonable judgment of the Servicer, maximize recovery of total proceeds taking into account the value of such Prepayment Premium and the related Mortgage Loan,

(2) unless (i) the enforceability thereof is limited due to acceleration in connection with a foreclosure or other involuntary payment or (ii) the enforceability is otherwise limited or prohibited by applicable law,

(3) unless the enforceability would be considered "predatory" pursuant to written guidelines issued by any applicable federal, state or local authority having jurisdiction over such matters,

(4) unless the Servicer is unable to locate documentation sufficient to allow it to confirm the existence and amount of such Prepayment Premium after using commercially reasonable efforts to locate such documentation, which efforts shall include, but are not limited to, seeking such documentation from the Company, the Custodian and from its own records or files,

(5) unless (i) the Mortgage Loan was originated by the Servicer or an affiliate thereof and (ii) the Mortgagor sells the Mortgaged Property and obtains a new mortgage loan originated and serviced by the Servicer to purchase another property, provided that the prepayment is made no earlier than one year after origination,

(6) unless (i) the Mortgage Loan was originated by the Servicer or an affiliate thereof and (ii) the Payoff is made on a Mortgage Loan with a prepayment penalty term greater than twelve months and is made using the proceeds of another mortgage loan originated by the Servicer within 90 days of the end of the prepayment penalty term, if such mortgage loan qualifies under the Servicer's then current policies for the administration of prepayment penalties for mortgage loans of the same type as the Mortgage Loan that the Servicer administers for its own account, or

(7) unless the Mortgage Loan is subject to the Relief Act at the time of such Payoff.

(b) If the Servicer has waived all or a portion of a Prepayment Premium relating to a voluntary Payoff in compliance with Section 3.20(a), then the Class PPP Certificateholders shall not be entitled to the amounts waived.

(c) Upon discovery by the Servicer, the Company or the Trustee (in the case of the Trustee, having actual knowledge thereof) of a breach of the provisions of Section 3.20(a), which materially and adversely affects the Holders of the Class PPP Certificates, the party discovering such breach shall give prompt written

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notice to the other parties. Within 60 days of the earlier of discovery by the Servicer, the Company or the Trustee, as applicable, of such breach, the Servicer shall cure such breach in all material respects or, if the breach cannot be cured, shall deposit, or cause to be deposited, to the Custodial Account for P&I the amount of each impermissibly waived Prepayment Premium (less any amount collected from the Mortgagor in respect to such Prepayment Premium); *provided*, *however*, that the Servicer shall not be obligated to deposit the amount of any impermissibly waived Prepayment Premium if the failure to collect such amount is the direct result of inaccurate or incomplete information related to the Prepayment Premium in effect at such time.

(d) Upon discovery by the Servicer, the Company or the Trustee (in the case of the Trustee, having actual knowledge thereof) of a breach by the Seller of any of the representations and warranties set forth in Section 3.4(b) of the Mortgage Loan Purchase Agreement, which materially and adversely affects the Holders of the Class PPP Certificates, the party discovering such breach shall give prompt written notice to the other parties. The Servicer shall promptly notify the Seller of such breach and take appropriate steps on behalf of the Trust to enforce the Seller's obligation, pursuant to Section 3.4(c) of the Mortgage Loan Purchase Agreement, to pay to the Trust the amount of each Prepayment Premium that would have been collected had each such representation and warranty referred to in this paragraph been true (less any amount collected from the related Mortgagor with respect to such Prepayment Premium). The Servicer shall deposit, or cause to be deposited, to the Custodial Account for P&I within 48 hours or receipt the amounts so received from the Seller.

ARTICLE IV

Payments to Certificateholders; Payment of Expenses

Section 4.01. *Distributions to Holders of REMIC I and REMIC II Regular Interests and Class R-1 and Class R-2 Residual Interests*. On each Distribution Date, the Trustee (or any duly appointed paying agent) on behalf of the Trust (i) shall be deemed to have distributed from the Certificate Account the REMIC I Distribution Amount to the Holders of the REMIC I Regular Interests, and to have deposited such amounts for their benefit into the Certificate Account, (ii) shall be deemed to have distributed from the Certificate Account the REMIC II Distribution Amount to the Holders of the REMIC II Regular Interests, and to have deposited such amounts for their benefit into the Certificate Account, and (iii) from the Certificate Account shall distribute to the Class R Certificateholders, in accordance with the written statement received from the Servicer pursuant to Section 4.02(b), the sum of (a) the Groups 1, 2 & 4 Excess Liquidation Proceeds and the Group 3 Excess Liquidation Proceeds, (b) the amounts to be distributed to the Holders of the Class R-1 Residual Interest pursuant to the definition of "REMIC I Distribution Amount" for such Distribution Date and (c) the amounts to be distributed to the Holders of the Class R-2 Residual Interest pursuant to the definition of "REMIC II Distribution Amount" for such Distribution Date. Amounts distributed pursuant to clause (iii) above shall be distributed by wire transfer in immediately available funds for the account of each Class R Certificateholder, or by any other means of payment acceptable to each Class R Certificateholder of record on the immediately preceding Record Date (other than as provided in Section 9.01 respecting the final distribution), as specified by each such Certificateholder and at the address of such Holder appearing in the Certificate Register. Notwithstanding any other provision of this Agreement, no actual distributions pursuant to clause (i) of this Section 4.01 shall be made on account of the deemed distributions described in this paragraph except in the event of a liquidation of REMIC III and not REMIC I, and no actual distributions pursuant to clause (ii) of this Section 4.01 shall be made on account of the deemed distributions described in this paragraph except in the event of a liquidation of REMIC III and not REMIC II.

Section 4.02. *Monthly P&I Advances; Distribution Reports to the Trustee*.

(a) To the extent described below, the Servicer is obligated to advance its own funds to the Custodial Account for P&I, or apply funds held in the Custodial Account for P&I for future distribution, to cover any shortfall between (i) Monthly Payments scheduled to be received in respect of the Mortgage Loans and (ii)

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the amounts actually received; *provided, however,* that with respect to any Balloon Loan that is delinquent on its maturity date, the Servicer will not be required to advance the related balloon payment but will be required to continue to make advances in accordance with this Section 4.02 with respect to such Balloon Loan in an amount equal to one month's interest on the unpaid principal balance at the applicable Pass-Through Rate for each Distribution Date to the extent the Servicer deems such amount to be recoverable. The Servicer's obligation to make any advance or advances described in this Section 4.02 is effective only to the extent that such advance is, in the good faith judgment of the Servicer made not later than the second Business Day prior to each Distribution Date, reimbursable from Insurance Proceeds or Liquidation Proceeds of the related Mortgage Loans or recoverable as late Monthly Payments with respect to the related Mortgage Loans or otherwise.

Prior to the close of business on the second Business Day prior to each Distribution Date, the Servicer shall determine whether or not it will make a Monthly P&I Advance not later than the Business Day prior to such Distribution Date and shall furnish a written statement to the Trustee, the Paying Agent, if any, and to any Certificateholder requesting the same, setting forth the aggregate amount to be advanced on account of principal and interest in respect of the Mortgage Loans, stated separately.

In the event that the Servicer shall be required to make a Monthly P&I Advance, it shall, not later than the Business Day prior to the related Distribution Date either (i) deposit in the Custodial Account for P&I an amount equal to such Monthly P&I Advance, (ii) make an appropriate entry in the records of the Custodial Account for P&I that funds in such account being held for future distribution or withdrawal have been, as permitted by this Section 4.02, used by the Servicer to make such Monthly P&I Advance or (iii) make advances in the form of any combination of (i) and (ii) aggregating the amount of such Monthly P&I Advance. Any funds being held for future distribution and so used shall be replaced by the Servicer by deposit in the Custodial Account for P&I not later than the Business Day prior to any future Distribution Date to the extent that funds otherwise available for distribution on such Distribution Date with respect to the Mortgage Loans shall be less than payments required to be made hereunder on such Distribution Date.

(b) Prior to noon New York City time two Business Days prior to each Distribution Date, the Servicer shall provide (x) the Trustee and (y) the Company with a statement in writing of:

(A) the following information with respect to the Certificates:

(1) the total amount of (i) interest, (ii) scheduled principal, (iii) Principal Prepayments, (iv) Liquidation Proceeds and Insurance Proceeds, (v) Subsequent Recoveries, (vi) Repurchase Proceeds and (vii) Yield Maintenance Payment Amounts to be distributed to the Certificates on such Distribution Date;

(2) the amount, as applicable, of (i) interest, (ii) principal, (iii) Excess Liquidation Proceeds and (iv) the Residual Distribution Amount to be distributed to each Class of Certificates on such Distribution Date;

(3) the amount of (i) Realized Losses (after giving effect to any reduction thereof by application of any Cumulative Carry-Forward Subsequent Recoveries Amount) and (ii) Uncompensated Interest Shortfall to be allocated to each Class of Certificates on such Distribution Date;

(4) the applicable Class Principal Balance before and after giving effect to such distributions and allocations; and

(5) the Assigned Prepayment Premiums to be distributed to each Class of Class PPP Certificates on such Distribution Date; and

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Document Link: http://www.bloomberglaw.com/ms/document/X78ANCHD6A8001

(B) the following information with respect to the Mortgage Loans:

(1) the number and aggregate Principal Balance of the Mortgage Loans before and after giving effect to the distributions on such Distribution Date, in each case, by Loan Group;

(2) the number and aggregate Principal Balance of the Mortgage Loans delinquent one, two and three months or more, in each case, by Loan Group;

(3) the number and aggregate Principal Balance of the Mortgage Loans with respect to which foreclosure proceedings have been initiated, in each case, by Loan Group;

(4) the number and aggregate Principal Balance of Mortgage Loans with respect to which the related Mortgaged Properties have been acquired through foreclosure, deed in lieu of foreclosure or otherwise, in each case, by Loan Group; and

(5) any Monthly P&I Advance made by the Servicer for such Distribution Date.

Section 4.03. *Nonrecoverable Advances*. Any advance previously made by the Servicer that the Servicer shall determine in its good faith judgment not to be ultimately recoverable from Insurance Proceeds or Liquidation Proceeds or otherwise with respect to such Mortgage Loan or recoverable as late Monthly Payments with respect to such Mortgage Loan shall be a Nonrecoverable Advance. The determination by the Servicer that it has made a Nonrecoverable Advance or that any advance would constitute a Nonrecoverable Advance shall be evidenced by an Officer's Certificate of the Servicer delivered to the Trustee on the Determination Date and detailing the reasons for such determination. Notwithstanding any other provision of this Agreement, any insurance policy relating to the Mortgage Loans, or any other agreement relating to the Mortgage Loans to which the Company or the Servicer is a party, (a) the Servicer shall not be obligated to, and shall not, make any advance that, after reasonable inquiry and in its sole discretion, the Servicer shall determine would be a Nonrecoverable Advance and (b) the Servicer shall be entitled to reimbursement for any advance as provided in Section 3.05(a)(i) and (ii) of this Agreement.

Section 4.04. *Distributions to Certificateholders; Payment of Special Primary Insurance Premiums*.

(a) On each Distribution Date, the Trustee (or any duly appointed paying agent) shall on behalf of the Trust (i) subject to Section 3.05(a)(vi), withdraw from the Certificate Account any Special Primary Insurance Premium payable on such Distribution Date and pay such amount to the insurer under the applicable Special Primary Insurance Policy in accordance with the Servicer's instructions and (ii) withdraw from the Certificate Account the REMIC III Available Distribution Amount for such Distribution Date and distribute, from the amount so withdrawn, to the extent of the REMIC III Available Distribution Amount, the REMIC III Distribution Amount to the Holders of the REMIC III Regular Interests and the Class R-3 Residual Interest.

Notwithstanding the immediately preceding sentence, on each Distribution Date, the Trustee (or any duly appointed paying agent) shall, on behalf of the Trust, distribute, to the Holders of the Group 3 Certificates (other than the Class 3-C Certificates), the amount otherwise distributable to the Class 3-C-L Regular Interest on such Distribution Date pursuant to clause (II)(d)(xiv) of the definition of "REMIC III Distribution Amount," sequentially, as follows: (i) first, to the Group 3-A Certificates, pro rata, any Basis Risk Carry Forward Amount for such Classes for such Distribution Date and (ii) second, sequentially, to the Class 3-M-1, Class 3-M-2, Class 3-M-3, Class 3-M-4, Class 3-M-5, Class 3-M-6, Class 3-B-1, Class 3-B-2, Class 3-B-3, Class 3-B-4 and Class 3-B-5 Certificates, up to their respective Basis Risk Carry Forward Amounts for such Distribution Date. Each Holder of a Class 3-C Certificate is deemed to have accepted the terms for payment of the Basis Risk Carry Forward Amounts to the Holders of the Group 3 Certificates (other than the Class 3-C Certificates) pursuant to the immediately preceding sentence and the provisions of Section 2.20. Each

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Holder of a Group 3 Certificate is deemed, by acceptance of such Certificate, to have accepted the provisions of Section 2.20.

Furthermore, on each Distribution Date from and including the Distribution Date in July 2006 to and including the applicable Final Yield Maintenance Payment Date for each Class of Class 1-A-1, Class 1-A-7, Class 1-A-12 and Class 2-CB-2 Certificates, the Trustee shall on behalf of the Trust withdraw from the Certificate Account and distribute to the Holders of such Class the Yield Maintenance Payment Amount for such Class.

Furthermore, (i) on each Distribution Date, the Trustee shall on behalf of the Trust withdraw from the Certificate Account and distribute to the Holders of the Class C-PPP Certificates, the Assigned Prepayment Premiums for Loan Group 1, Loan Group 2 and Loan Group 4 for such Distribution Date and (ii) on the Distribution Date in June 2010 (or, if the Servicer exercises its purchase option set forth in the first paragraph of this Section 9.01(a), or if all the Group 1, Group 2 and Group 4 Loans are paid in full or liquidated, in each case before the Distribution Date in June 2010, then on the date of such purchase or payment in full or liquidation), the Trustee shall on behalf of the Trust withdraw from the Certificate Account $100 and distribute such amount to the Holders of the Class C-PPP Certificates.

Furthermore, (i) on each Distribution Date, the Trustee shall on behalf of the Trust withdraw from the Certificate Account and distribute to the Holders of the Class 3-PPP Certificates, the Assigned Prepayment Premiums for Loan Group 3 for such Distribution Date and (ii) on the Distribution Date in June 2010 (or, if the Servicer exercises its purchase option set forth in the second paragraph of this Section 9.01(a), or if all the Group 3 Loans are paid in full or liquidated, in each case before the Distribution Date in June 2010, then on the date of such purchase or payment in full or liquidation), the Trustee shall on behalf of the Trust withdraw from the Certificate Account $100 and distribute such amount to the Holders of the Class 3-PPP Certificates.

The net distributions to the Certificates pursuant to this Section 4.04(a) shall be made in accordance with the written statement received from the Servicer pursuant to Section 4.02(b) and without any responsibility on the part of the Trustee to recalculate, verify or confirm the information in such statement. Any Special Primary Insurance Premiums distributed pursuant to clause (i) of the first paragraph of this Section 4.04(a) shall be distributed by any method specified in the respective Special Primary Insurance Policy as directed by the related insurer to the Servicer (and by the Servicer to the Trustee). Amounts distributed to the Certificateholders pursuant to clause (ii) of the first paragraph of this Section 4.04(a) shall be distributed by wire transfer in immediately available funds for the account of, or by check mailed to, each such Certificateholder of record on the immediately preceding Record Date (other than as provided in Section 9.01 respecting the final distribution), as specified by each such Certificateholder and at the address of such Holder appearing in the Certificate Register.

(b) All reductions in the Certificate Principal Balance of a Certificate effected by distributions of principal and all allocations of Realized Losses made on any Distribution Date shall be binding upon all Holders of such Certificate and of any Certificate issued upon the registration of transfer or exchange therefor or in lieu thereof, whether or not such distribution is noted on such Certificate. The final distribution of principal of each Certificate (and the final distribution upon the Class R Certificates upon (i) the termination of REMIC I, REMIC II and REMIC III and (ii) the payment, or making provision for payment, of all liabilities of the Trust) shall be payable in the manner provided above only upon presentation and surrender thereof on or after the Distribution Date therefor at the office or agency of the Certificate Registrar specified in the notice delivered pursuant to Section 4.04(c)(ii) and Section 9.01(b).

(c) Whenever, on the basis of Curtailments, Payoffs and Monthly Payments on the Mortgage Loans and Insurance Proceeds and Liquidation Proceeds received and expected to be received during the Payoff Period, the Servicer has notified the Trustee that it believes that the entire remaining unpaid Class Principal Balance of any Class of Certificates will become distributable on the next Distribution Date, the Trustee shall, no later than the 18th day of the month of such Distribution Date, mail or cause to be mailed to each

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Person in whose name a Certificate to be so retired is registered at the close of business on the Record Date and to the Rating Agencies a notice to the effect that:

(i) it is expected that funds sufficient to make such final distribution will be available in the Certificate Account on such Distribution Date, and

(ii) if such funds are available, (A) such final distribution will be payable on such Distribution Date, but only upon presentation and surrender of such Certificate at the office or agency of the Certificate Registrar maintained for such purpose (the address of which shall be set forth in such notice), and (B) no interest shall accrue on such Certificate after such Distribution Date.

Section 4.05. *Statements to Certificateholders*. With each distribution from the Certificate Account on a Distribution Date, the Trustee shall make available to each Rating Agency and each Certificateholder the statement required by Section 4.02(b). The Trustee may make available such statement and certain other information, including, without limitation, information required to be provided by the Trustee pursuant to Section 3.13, to Certificateholders through the Trustee's Corporate Trust home page on the world wide web. Such web page is currently located at "www.etrustee.net". The location of such web page and the procedures used therein are subject to change from time to time at the Trustee's discretion.

Upon request by any Certificateholder, the Servicer, as soon as reasonably practicable, shall provide the requesting Certificateholder with such information as is necessary and appropriate, in the Servicer's sole discretion, for purposes of satisfying applicable reporting requirements under Rule 144A of the Securities Act.

The Company or the Servicer may make available any reports, statements or other information to Certificateholders through a web page on the world wide web. As of the Closing Date, such web page is located at "www.wamumsc.com" and information is available by clicking on "Investor Information."

ARTICLE V

The Certificates

Section 5.01. *The Certificates*.

(a) The Certificates shall be substantially in the forms set forth in Exhibit A and B with the additional insertion from Exhibit H attached hereto, and shall be executed by the Trustee on behalf of the Trust, authenticated by the Trustee (or any duly appointed Authenticating Agent) and delivered (i) upon and pursuant to the order of the Company and (ii) upon receipt by the Trustee of the documents specified in Section 2.01. The Certificates shall be issuable in Authorized Denominations. Certificates shall be executed by manual or facsimile signature on behalf of the Trust by authorized officers of the Trustee. Certificates bearing the manual or facsimile signatures of individuals who were at the time of execution the proper officers of the Trustee shall bind the Trust, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Certificates or did not hold such offices at the date of such Certificates. No Certificate shall be entitled to any benefit under this Agreement, or be valid for any purpose, unless there appears on such Certificate a certificate of authentication substantially in the form provided for herein executed by the Trustee or any Authenticating Agent by manual signature, and such certificate upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly authenticated and delivered hereunder. All Certificates shall be dated the date of their authentication.

(b) The following definitions apply for purposes of this Section 5.01: "Disqualified Organization" means any Person which is not a Permitted Transferee, but does not include any "Pass-Through Entity

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" which owns or holds a Residual Certificate and of which a Disqualified Organization, directly or indirectly, may be a stockholder, partner or beneficiary; "Pass-Through Entity" means any regulated investment company, real estate investment trust, common trust fund, partnership, trust or estate, and any organization to which Section 1381 of the Code applies; "Ownership Interest" means, with respect to any Residual Certificate, any ownership or security interest in such Residual Certificate, including any interest in a Residual Certificate as the Holder thereof and any other interest therein whether direct or indirect, legal or beneficial, as owner or as pledgee; "Transfer" means any direct or indirect transfer or sale of, or directly or indirectly transferring or selling any Ownership Interest in a Residual Certificate; and "Transferee" means any Person who is acquiring by Transfer any Ownership Interest in a Residual Certificate.

(c) Restrictions on Transfers of the Residual Certificates to Disqualified Organizations are set forth in this Section 5.01(c).

(i) 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 to have irrevocably authorized the Trustee or its designee under clause (iii)(A) below to deliver payments to a Person other than such Person and to negotiate the terms of any mandatory sale under clause (iii)(B) below and to execute all instruments of transfer and to do all other things necessary in connection with any such sale. The rights of each Person acquiring any Ownership Interest in a Residual Certificate are expressly subject to the following provisions:

(A) 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.

(B) In connection with any proposed Transfer of any Ownership Interest in a Residual Certificate to a U.S. Person, the Trustee shall require delivery to it, and shall not register the Transfer of any Residual Certificate until its receipt of (1) an affidavit and agreement (a "Transferee Affidavit and Agreement") attached hereto as Exhibit J from the proposed Transferee, in form and substance satisfactory to the Company, representing and warranting, among other things, that it is not a Non-U.S. Person, that such transferee is a Permitted Transferee, that it is not acquiring its Ownership Interest in the Residual Certificate that is the subject of the proposed Transfer as a nominee, trustee or agent for any Person who is not a Permitted Transferee, that for so long as it retains its Ownership Interest in a Residual Certificate, it will endeavor to remain a Permitted Transferee, and that it has reviewed the provisions of this Section 5.01(c) and agrees to be bound by them, and (2) a certificate, attached hereto as Exhibit I, from the Holder wishing to transfer the Residual Certificate, in form and substance satisfactory to the Company, representing and warranting, among other things, that no purpose of the proposed Transfer is to allow such Holder to impede the assessment or collection of tax.

(C) Notwithstanding the delivery of a Transferee Affidavit and Agreement by a proposed Transferee under clause (B) above, if the Trustee has actual knowledge that the proposed Transferee is not a Permitted Transferee, no Transfer of an Ownership Interest in a Residual Certificate to such proposed Transferee shall be effected.

(D) Each Person holding or acquiring any Ownership Interest in a Residual Certificate agrees by holding or acquiring such Ownership Interest (i) to require a Transferee Affidavit and Agreement from any other Person to whom such Person attempts to transfer its Ownership Interest and to provide a certificate to the Trustee in the form attached hereto as Exhibit J; (ii) to obtain the express written consent of the Company prior to any transfer of such Ownership Interest, which consent may be withheld in the Company's sole discretion;

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and (iii) to provide a certificate to the Trustee in the form attached hereto as Exhibit I.

(ii) The Trustee shall register the Transfer of any Residual Certificate only if it shall have received the Transferee Affidavit and Agreement, a certificate of the Holder requesting such transfer in the form attached hereto as Exhibit J and all of such other documents as shall have been reasonably required by the Trustee as a condition to such registration.

(iii) (A) If any "disqualified organization" (as defined in Section 860E(e)(5) of the Code) shall become a holder of a Residual Certificate, then the last preceding Permitted Transferee shall be restored, to the extent permitted by law, to all rights and obligations as Holder thereof retroactive to the date of registration of such Transfer of such Residual Certificate. If any Non-U.S. Person shall become a holder of a Residual Certificate, then the last preceding holder which is a U.S. Person shall be restored, to the extent permitted by law, to all rights and obligations as Holder thereof retroactive to the date of registration of the Transfer to such Non-U.S. Person of such Residual Certificate. If a transfer of a Residual Certificate is disregarded pursuant to the provisions of Treasury Regulations Section 1.860E-1 or Section 1.860G-3, then the last preceding Permitted Transferee shall be restored, to the extent permitted by law, to all rights and obligations as Holder thereof retroactive to the date of registration of such Transfer of such Residual Certificate. Neither the Trust nor the Trustee shall be under any liability to any Person for any registration of Transfer of a Residual Certificate that is in fact not permitted by this Section 5.01(c) or for making any payments due on such Certificate to the holder thereof or for taking any other action with respect to such holder under the provisions of this Agreement.

(B) If any purported Transferee shall become a Holder of a Residual Certificate in violation of the restrictions in this Section 5.01(c) and to the extent that the retroactive restoration of the rights of the Holder of such Residual Certificate as described in clause (iii)(A) above shall be invalid, illegal or unenforceable, then the Company shall have the right, without notice to the Holder or any prior Holder of such Residual Certificate, to sell such Residual Certificate to a purchaser selected by the Company on such terms as the Company may choose. Such purported Transferee shall promptly endorse and deliver each Residual Certificate in accordance with the instructions of the Company. Such purchaser may be the Company itself or any affiliate of the Company. The proceeds of such sale, net of the commissions (which may include commissions payable to the Company or its affiliates), expenses and taxes due, if any, shall be remitted by the Company to such purported Transferee. The terms and conditions of any sale under this clause (iii)(B) shall be determined in the sole discretion of the Company, and the Company shall not be liable to any Person having an Ownership Interest in a Residual Certificate as a result of its exercise of such discretion.

(iv) The Servicer shall make available, upon written request from the Trustee, all information necessary to compute any tax imposed (A) as a result of the Transfer of an Ownership Interest in a Residual Certificate to any Person who is not a Permitted Transferee, including the information regarding "excess inclusions" of such Residual Certificates required to be provided to the Internal Revenue Service and certain Persons as described in Treasury Regulation Section 1.860D-1(b)(5), and (B) as a result of any regulated investment company, real estate investment trust, common trust fund, partnership, trust, estate or organizations described in Section 1381 of the Code having as among its record holders at any time any Person who is not a Permitted Transferee. Reasonable compensation for providing such information may be required by the Servicer from such Person.

(v) The provisions of this Section 5.01 set forth prior to this Section (v) may be modified, added to or eliminated by the Company, the Servicer and the Trustee, provided that there shall have been delivered to the Trustee the following:

(A) written notification from each of the Rating Agencies to the effect that the

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modification, addition to or elimination of such provisions will not cause such Rating Agency to downgrade its then-current Ratings of the Certificates; and

(B) an Opinion of Counsel, in form and substance satisfactory to the Company (as evidenced by a certificate of the Company), to the effect that such modification, addition to or absence of such provisions will not cause REMIC I, REMIC II and REMIC III to cease to qualify as a REMIC and will not create a risk that (1) REMIC I, REMIC II and REMIC III may be subject to an entity-level tax caused by the Transfer of any Residual Certificate to a Person which is not a Permitted Transferee or (2) a Certificateholder or another Person will be subject to a REMIC-related tax caused by the Transfer of a Residual Certificate to a Person which is not a Permitted Transferee.

(vi) The following legend shall appear on all Residual Certificates:

ANY RESALE, TRANSFER OR OTHER DISPOSITION OF THIS CERTIFICATE MAY BE MADE ONLY IF THE PROPOSED TRANSFEREE PROVIDES A TRANSFER AFFIDAVIT TO THE COMPANY AND THE TRUSTEE THAT (1) SUCH TRANSFEREE IS NOT EITHER (A) THE UNITED STATES, ANY STATE OR POLITICAL SUBDIVISION THEREOF, ANY FOREIGN GOVERNMENT, ANY INTERNATIONAL ORGANIZATION, OR ANY AGENCY OR INSTRUMENTALITY OF ANY OF THE FOREGOING, (B) ANY ORGANIZATION (OTHER THAN A COOPERATIVE DESCRIBED IN SECTION 521 OF THE CODE) WHICH IS EXEMPT FROM THE TAX IMPOSED BY CHAPTER 1 OF THE CODE UNLESS SUCH ORGANIZATION IS SUBJECT TO THE TAX IMPOSED BY SECTION 511 OF THE CODE, (C) ANY ORGANIZATION DESCRIBED IN SECTION 1381(a)(2)(C) OF THE CODE (ANY SUCH PERSON DESCRIBED IN THE FOREGOING CLAUSES (A), (B), OR (C) BEING HEREINAFTER REFERRED TO AS A "DISQUALIFIED ORGANIZATION"), OR (D) AN AGENT OF A DISQUALIFIED ORGANIZATION AND (2) NO PURPOSE OF SUCH TRANSFER IS TO ENABLE THE TRANSFEROR TO IMPEDE THE ASSESSMENT OR COLLECTION OF TAX. SUCH AFFIDAVIT SHALL INCLUDE CERTAIN REPRESENTATIONS AS TO THE FINANCIAL CONDITION OF THE PROPOSED TRANSFEREE. NOTWITHSTANDING THE REGISTRATION IN THE CERTIFICATE REGISTER OF ANY TRANSFER, SALE OR OTHER DISPOSITION OF THIS CLASS R CERTIFICATE TO A DISQUALIFIED ORGANIZATION OR AN AGENT OF A DISQUALIFIED ORGANIZATION, SUCH REGISTRATION SHALL BE DEEMED TO BE OF NO LEGAL FORCE OR EFFECT WHATSOEVER AND SUCH PERSON SHALL NOT BE DEEMED TO BE A CERTIFICATEHOLDER FOR ANY PURPOSE HEREUNDER, INCLUDING, BUT NOT LIMITED TO, THE RECEIPT OF DISTRIBUTIONS ON THIS CERTIFICATE. EACH HOLDER OF THE CLASS R CERTIFICATE BY ACCEPTANCE OF THIS CERTIFICATE SHALL BE DEEMED TO HAVE CONSENTED TO THE PROVISIONS OF THIS PARAGRAPH.

(vii) The Tax Matters Person for each of REMIC I, REMIC II and REMIC III, while not a Disqualified Organization, shall be the tax matters person for the related REMIC within the meaning of Section 6231(a)(7) of the Code and Treasury Regulation Section 1.860F-4(d).

(d) (1) In the case of any Residual Certificate presented for registration in the name of any Person, the Trustee shall require (i) a Transferee Affidavit and Agreement which includes the representation set forth in paragraph 19 of the form attached hereto as Exhibit J and (ii) only if the representation set forth in such paragraph 19 indicates that a Benefit Plan Opinion is delivered in connection therewith, a Benefit Plan Opinion.

(2) In the case of any Junior Subordinate Certificate presented for registration in the name of any Person, the prospective transferee shall be required to provide the Trustee and the Company (A) an officer's certificate substantially in the form of Exhibit N attached hereto acceptable to and in form and substance satisfactory to the Trustee and the Company, which officer's certificate shall not

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be an expense of the Trust, the Trustee, the Delaware Trustee, the Servicer or the Company, and (B) only if such officer's certificate indicates that a Benefit Plan Opinion is delivered in connection therewith, a Benefit Plan Opinion.

(3) Notwithstanding the foregoing, a certification (and, if applicable, a Benefit Plan Opinion) as described in Section 5.01(d)(2) above will not be required with respect to the transfer of any Junior Subordinate Certificate (other than a Class 3-C Certificate) to a Clearing Agency, or for any subsequent transfer of any interest in a Junior Subordinate Certificate (other than a Class 3-C Certificate) for so long as such Certificate is a Book-Entry Certificate (each such Junior Subordinate Certificate (other than a Class 3-C Certificate), a "Book-Entry Junior Subordinate Certificate"). Any transferee of a Book-Entry Junior Subordinate Certificate will be deemed to have represented, by virtue of its acquisition or holding of such Certificate (or interest therein), that either (i) such transferee is not a Plan Investor or (ii) such transferee is a Complying Insurance Company.

(4) If any Book-Entry Junior Subordinate Certificate (or any interest therein) is acquired or held in violation of the provisions of Section 5.01(g)(3) above, then the last preceding transferee that either (i) is not a Plan Investor or (ii) is a Complying Insurance Company shall be restored, to the extent permitted by law, to all rights and obligations as Beneficial Holder thereof retroactive to the date of transfer of such Certificate by such preceding transferee. Neither the Trust nor the Trustee shall be under any liability to any Person for making any payments due on such Certificate to such preceding transferee.

(5) Any purported Beneficial Holder whose acquisition or holding of any Book-Entry Junior Subordinate Certificate (or interest therein) was effected in violation of the restrictions in this Section 5.01(d) shall indemnify and hold harmless the Company, the Trustee, the Delaware Trustee, the Servicer, the Trust and each Underwriter from and against any and all liabilities, claims, costs or expenses incurred by such parties as a result of such acquisition or holding.

(e) [Reserved.]

(f) (1) No transfer, sale, pledge or other disposition of a Junior Subordinate Certificate shall be made unless such transfer, sale, pledge or other disposition is made in accordance with this Section 5.01(f). Each Person who, at any time, acquires any ownership interest in any Junior Subordinate Certificate shall be deemed by the acceptance or acquisition of such ownership interest to have agreed to be bound by the following provisions of this Section 5.01(f). To effectuate a transfer of a Junior Subordinate Certificate in accordance with this Section 5.01(f), either such transfer shall be made pursuant to an effective registration statement under the Securities Act or the proposed transferee of such Certificate shall provide the Trustee and the Company with an investment letter substantially in the form of Exhibit L attached hereto, which investment letter shall not be an expense of the Trust, the Trustee, the Delaware Trustee or the Company, and which investment letter states that, among other things, such transferee (i) is a "qualified institutional buyer" as defined under Rule 144A, acting for its own account or the accounts of other "qualified institutional buyers" as defined under Rule 144A, and (ii) is aware that the proposed transferor intends to rely on the exemption from registration requirements under the Securities Act provided by Rule 144A. Notwithstanding the foregoing, (a) the proposed transferee of a Class 3-C Certificate shall not be required to provide the Trustee or the Company with an investment letter in the form of Exhibit L attached hereto if the Company so consents in writing prior to each such transfer and (b) the proposed transferee of a Junior Subordinate Certificate shall not be required to provide the Trustee or the Company with Annex 1 or Annex 2 to the form of Exhibit L attached hereto if the Company so consents prior to each such transfer. Such transfers shall be deemed to have complied with the requirements of this Section 5.01(f). The Holder of a Certificate desiring to effect such transfer does hereby agree to indemnify the Trust, the Trustee, the Delaware Trustee, the Servicer, the Company, and the Certificate Registrar against any liability that may result if transfer is not made in accordance with this Agreement.

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(2) Notwithstanding the foregoing, an investment letter as described in Section 5.01(f)(1) above will not be required with respect to the transfer of any Junior Subordinate Certificate (other than a Class 3-C Certificate) to a Clearing Agency, or for any subsequent transfer of any interest in a Book-Entry Junior Subordinate Certificate (as defined in Section 5.01(d)(3)). Any transferee of a Book-Entry Junior Subordinate Certificate will be deemed to have represented, by virtue of its acquisition or holding of such Certificate (or interest therein), that such transferee meets the requirements set forth in Exhibit L attached hereto.

(3) If any Book-Entry Junior Subordinate Certificate (or any interest therein) is acquired or held in violation of the provisions of Section 5.01(f)(2) above, then the last preceding transferee meets the requirements set forth in Exhibit L attached hereto shall be restored, to the extent permitted by law, to all rights and obligations as Beneficial Holder thereof retroactive to the date of transfer of such Certificate by such preceding transferee. Neither the Trust nor the Trustee shall be under any liability to any Person for making any payments due on such Certificate to such preceding transferee.

(4) Any purported Beneficial Holder whose acquisition or holding of any Book-Entry Junior Subordinate Certificate (or interest therein) was effected in violation of the restrictions in this Section 5.01(f) shall indemnify and hold harmless the Company, the Trustee, the Delaware Trustee, the Servicer, the Trust and each Underwriter from and against any and all liabilities, claims, costs or expenses incurred by such parties as a result of such acquisition or holding.

(g) (1) In the case of any ERISA Restricted Certificate presented for registration in the name of any Person, the prospective transferee shall be required to provide the Trustee and the Company (A) an officer's certificate substantially in the form of Exhibit O attached hereto acceptable to and in form and substance satisfactory to the Trustee and the Company, which officer's certificate shall not be an expense of the Trust, the Servicer, the Trustee, the Delaware Trustee or the Company, and (B) only if such officer's certificate indicates that a Benefit Plan Opinion is delivered in connection therewith, a Benefit Plan Opinion.

(2) Notwithstanding the foregoing, a certification (and, if applicable, a Benefit Plan Opinion) as described in Section 5.01(g)(1) above will not be required with respect to the transfer of any ERISA Restricted Certificate to a Clearing Agency, or for any subsequent transfer of any interest in a ERISA Restricted Certificate for so long as such Certificate is a Book-Entry Certificate (each such ERISA Restricted Certificate, a "Book-Entry ERISA Restricted Certificate"). Any transferee of a Book-Entry ERISA Restricted Certificate will be deemed to have represented, by virtue of its acquisition or holding of such Certificate (or interest therein), that either (i) such transferee is not a Plan Investor, (ii) such transferee is a Complying Insurance Company or (iii) such Certificate was rated "BBB-" or better (or its equivalent) by at least one of the Rating Agencies at the time of such transferee's acquisition of such Certificate (or interest therein).

(3) If any Book-Entry ERISA Restricted Certificate (or any interest therein) is acquired or held in violation of the provisions of Section 5.01(g)(2) above, then the last preceding transferee that either (i) is not a Plan Investor, (ii) is a Complying Insurance Company or (iii) acquired such Certificate at a time when such Certificate was rated "BBB-" or better (or its equivalent) by at least one of the Rating Agencies shall be restored, to the extent permitted by law, to all rights and obligations as Beneficial Holder thereof retroactive to the date of transfer of such Certificate by such preceding transferee. Neither the Trust nor the Trustee shall be under any liability to any Person for making any payments due on such Certificate to such preceding transferee.

(4) Any purported Beneficial Holder whose acquisition or holding of any Book-Entry ERISA Restricted Certificate (or interest therein) was effected in violation of the restrictions in this Section 5.01(g) shall indemnify and hold harmless the Company, the Trustee, the Delaware Trustee, the

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Servicer, the Trust and each Underwriter from and against any and all liabilities, claims, costs or expenses incurred by such parties as a result of such acquisition or holding.

(h) (1) In the case of any Class C-PPP or Class 3-PPP Certificate presented for registration in the name of any Person, the prospective transferee shall be required to provide the Trustee and the Company (A) an officer's certificate substantially in the form of Exhibit P attached hereto acceptable to and in form and substance satisfactory to the Trustee and the Company, which officer's certificate shall not be an expense of the Trust, the Servicer, the Trustee, the Delaware Trustee or the Company, and (B) only if such officer's certificate indicates that a Benefit Plan Opinion is delivered in connection therewith, a Benefit Plan Opinion.

(2) Notwithstanding the foregoing, a certification (and, if applicable, a Benefit Plan Opinion) as described in Section 5.01(h)(1) above will not be required with respect to the transfer of any Class C-PPP or Class 3-PPP Certificate to a Clearing Agency, or for any subsequent transfer of any interest in a Class C-PPP or Class 3-PPP Certificate for so long as such Certificate is a Book-Entry Certificate (each such Class C-PPP or Class 3-PPP Certificate, a "Book-Entry Class C-PPP or Class 3-PPP Certificate"). Any transferee of a Book-Entry Class C-PPP or Class 3-PPP Certificate will be deemed to have represented, by virtue of its acquisition or holding of such Certificate (or interest therein), that such transferee is not a Plan Investor.

(3) If any Book-Entry Class C-PPP or Class 3-PPP Certificate (or any interest therein) is acquired or held in violation of the provisions of Section 5.01(h)(2) above, then the last preceding transferee that is not a Plan Investor shall be restored, to the extent permitted by law, to all rights and obligations as Beneficial Holder thereof retroactive to the date of transfer of such Certificate by such preceding transferee. Neither the Trust nor the Trustee shall be under any liability to any Person for making any payments due on such Certificate to such preceding transferee.

(4) Any purported Beneficial Holder whose acquisition or holding of any Book-Entry Class C-PPP or Class 3-PPP Certificate (or interest therein) was effected in violation of the restrictions in this Section 5.01(h) shall indemnify and hold harmless the Company, the Trustee, the Delaware Trustee, the Servicer, the Trust and each Underwriter from and against any and all liabilities, claims, costs or expenses incurred by such parties as a result of such acquisition or holding.

Section 5.02. *Certificates Issuable in Classes; Distributions of Principal and Interest; Authorized Denominations*. The aggregate principal amount of the Certificates that may be authenticated and delivered under this Agreement is limited to the aggregate Principal Balance of the Mortgage Loans as of the Cut-Off Date, as specified in the Preliminary Statement to this Agreement, except for Certificates authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Certificates pursuant to Section 5.03. Such aggregate principal amount shall be allocated among one or more Classes having designations, types of interests, initial per annum Certificate Interest Rates, initial Class Principal Balances and Final Maturity Dates as specified in the Preliminary Statement to this Agreement. The aggregate Percentage Interest of each Class of Certificates of which the Class Principal Balance equals zero as of the Cut-Off Date that may be authenticated and delivered under this Agreement is limited to 100%. Certificates shall be issued in Authorized Denominations.

Section 5.03. *Registration of Transfer and Exchange of Certificates*. The Trustee on behalf of the Trust shall cause to be maintained at one of its offices or at its designated agent, a Certificate Register in which there shall be recorded the name and address of each Certificateholder. Subject to such reasonable rules and regulations as the Trustee may prescribe, the Certificate Register shall be amended from time to time by the Trustee or its agent to reflect notice of any changes received by the Trustee or its agent pursuant to Section 10.06. The Trustee hereby appoints itself as the initial Certificate Registrar.

Upon surrender for registration of transfer of any Certificate to the Trustee at the Corporate Trust Office of

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the Trustee, or such other address or agency as may hereafter be provided to the Servicer in writing by the Trustee, the Trustee on behalf of the Trust shall execute, and the Trustee or any Authenticating Agent shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Certificates of Authorized Denominations. At the option of the Certificateholders, Certificates may be exchanged for other Certificates in Authorized Denominations of like Certificate Principal Balance or Percentage Interest, as applicable, upon surrender of the Certificates to be exchanged at any such office or agency. Whenever any Certificates are so surrendered for exchange, the Trustee on behalf of the Trust shall execute, and the Trustee, or any Authenticating Agent, shall authenticate and deliver, the Certificates which the Certificateholder making the exchange is entitled to receive. Every Certificate presented or surrendered for transfer shall be duly endorsed by, or be accompanied by a written instrument of transfer in form satisfactory to the Trustee or any Authenticating Agent and duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing.

A reasonable service charge may be made for any such exchange or transfer of Certificates, and the Trustee may require payment of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any exchange or transfer of Certificates.

All Certificates surrendered for exchange or transfer shall be cancelled by the Trustee or any Authenticating Agent.

Section 5.04. *Mutilated, Destroyed, Lost or Stolen Certificates*. If (i) any mutilated Certificate is surrendered to the Trustee or any Authenticating Agent, or (ii) the Trustee or any Authenticating Agent receives evidence to their satisfaction of the destruction, loss or theft of any Certificate, and there is delivered to the Trustee or any Authenticating Agent such security or indemnity as may be required by them to save each of them and the Trust harmless, then, in the absence of notice to the Trustee or any Authenticating Agent that such Certificate has been acquired by a protected purchaser, the Trustee on behalf of the Trust shall execute and the Trustee or any Authenticating Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Certificate, a new Certificate of like Certificate Principal Balance or Percentage Interest as applicable. Upon the issuance of any new Certificate under this Section 5.04, the Trustee or any Authenticating Agent 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 or any Authenticating Agent) connected therewith. Any replacement Certificate issued pursuant to this Section 5.04 shall constitute complete and indefeasible evidence of a beneficial interest in the Trust as if originally issued, whether or not the lost or stolen Certificate shall be found at any time.

Section 5.05. *Persons Deemed Owners*. The Company, the Servicer, the Trust, the Trustee, the Delaware Trustee and any agent of any of them may treat the Person in whose name any Certificate is registered as the owner of such Certificate for the purpose of receiving distributions pursuant to Section 4.01 and Section 4.04 and for all other purposes whatsoever, and none of the Company, the Servicer, the Trust, the Trustee, the Delaware Trustee, the Certificate Registrar or any agent thereof shall be affected by notice to the contrary.

Section 5.06. [*Reserved.*]

Section 5.07. *Book-Entry for Book-Entry Certificates*. Notwithstanding the foregoing, the Book-Entry Certificates, upon original issuance, shall be issued in the form of one or more word-processed Certificates of Authorized Denomination representing the Book-Entry Certificates, to be delivered to DTC, the initial Clearing Agency, by, or on behalf of, the Company. The Book-Entry Certificates shall initially be registered on the Certificate Register in the name of Cede & Co., the nominee of DTC, as the initial Clearing Agency, and no Beneficial Holder shall receive a definitive certificate representing such Beneficial Holder's interest in any Class of Book-Entry Certificate, except as provided above and in Section 5.09. Each Book-Entry Certificate shall bear the following legend:

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Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trust or its agent for registration of transfer, exchange, or payment, and any Certificate issued is registered in the name of Cede & Co. or such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Unless and until definitive, fully registered Book-Entry Certificates (the "Definitive Certificates") have been issued to the Beneficial Holders pursuant to Section 5.09:

(a) the provisions of this Section 5.07 shall be in full force and effect with respect to the Book-Entry Certificates;

(b) the Servicer and the Trustee may deal with the Clearing Agency for all purposes with respect to the Book-Entry Certificates (including the making of distributions on the Book-Entry Certificates) as the sole Certificateholder;

(c) to the extent that the provisions of this Section 5.07 conflict with any other provisions of this Agreement, the provisions of this Section 5.07 shall control; and

(d) the rights of the Beneficial Holders shall be exercised only through the Clearing Agency and the DTC Participants and shall be limited to those established by law and agreements between such Beneficial Holders and the Clearing Agency and/or the DTC Participants. Pursuant to the Depositary Agreement, unless and until Definitive Certificates are issued pursuant to Section 5.09, the initial Clearing Agency will make book-entry transfers among the DTC Participants and receive and transmit distributions of principal and interest on the related Class of Book-Entry Certificates to such DTC Participants.

For purposes of any provision of this Agreement requiring or permitting actions with the consent of, or at the direction of, Holders of Book-Entry Certificates evidencing a specified Percentage Interest, such direction or consent may be given by the Clearing Agency at the direction of Beneficial Holders owning Book-Entry Certificates evidencing the requisite Percentage Interest represented by the Book-Entry Certificates. The Clearing Agency may take conflicting actions with respect to the Book-Entry Certificates to the extent that such actions are taken on behalf of the Beneficial Holders.

Section 5.08. *Notices to Clearing Agency*. Whenever notice or other communication to the Certificateholders is required under this Agreement, unless and until Definitive Certificates shall have been issued to the related Certificateholders pursuant to Section 5.09, the Trustee shall give all such notices and communications specified herein to be given to Holders of the Book-Entry Certificates to the Clearing Agency which shall give such notices and communications to the related DTC Participants in accordance with its applicable rules, regulations and procedures.

Section 5.09. *Definitive Certificates*. If (a) the Clearing Agency or the Servicer notifies the Trustee in writing that the Clearing Agency is no longer willing or able to discharge properly its responsibilities under the Depositary Agreement with respect to the Book-Entry Certificates and the Trustee or the Servicer is unable to locate a qualified successor, (b) the Servicer, to the extent permitted by law, advises the Trustee in writing that it elects to terminate the book-entry system with respect to the Book-Entry Certificates through the Clearing Agency or (c) after the occurrence of an Event of Default, Certificateholders holding Book-Entry Certificates evidencing Percentage Interests aggregating not less than 66⅔% of the aggregate Class Principal Balance of such Certificates advise the Trustee and the Clearing Agency through DTC Participants

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in writing that the continuation of a book-entry system with respect to the Book-Entry Certificates through the Clearing Agency is no longer in the best interests of the Certificateholders with respect to such Certificates, the Trustee shall notify all Certificateholders of Book-Entry Certificates of the occurrence of any such event and of the availability of Definitive Certificates. Upon surrender to the Trustee of the Book-Entry Certificates by the Clearing Agency, accompanied by registration instructions from the Clearing Agency for registration, the Trustee on behalf of the Trust shall execute and the Trustee or any Authenticating Agent shall authenticate and deliver the Definitive Certificates. Neither the Company, the Servicer, the Trust nor the Trustee shall be liable for any delay in delivery of such instructions and may conclusively rely on, and shall be protected in relying on, such instructions. Upon the issuance of Definitive Certificates for all of the Certificates all references herein to obligations imposed upon or to be performed by the Clearing Agency 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 Definitive Certificates as Certificateholders hereunder.

Section 5.10. *Office for Transfer of Certificates*. The Trustee on behalf of the Trust shall maintain an office or agency where Certificates may be surrendered for registration of transfer or exchange. The Corporate Trust Office is initially designated for said purposes.

Section 5.11. *Nature of Certificates*. The Certificates shall be personal property giving only the rights specifically set forth therein and in this Agreement. The Certificates shall have no preemptive or similar rights and when issued and delivered to the Holders against payment of the purchase price therefor will be fully paid and nonassessable by the Trust. The Holders of the Certificates, in their capacities as such, shall be entitled to the same limitation of personal liability extended to stockholders of private corporations for profit organized under the General Corporation Law of the State of Delaware. THE RECEIPT AND ACCEPTANCE OF A CERTIFICATE OR ANY INTEREST THEREIN BY OR ON BEHALF OF A HOLDER OR ANY BENEFICIAL OWNER, WITHOUT ANY SIGNATURE OR FURTHER MANIFESTATION OF ASSENT, SHALL CONSTITUTE THE UNCONDITIONAL ACCEPTANCE BY THE HOLDER AND ALL OTHERS HAVING A BENEFICIAL INTEREST IN SUCH CERTIFICATE OF ALL THE TERMS AND PROVISIONS OF THIS AGREEMENT, AND SHALL CONSTITUTE THE AGREEMENT OF THE TRUST, SUCH HOLDER AND SUCH OTHERS THAT THE TERMS AND PROVISIONS OF THIS AGREEMENT SHALL BE BINDING, OPERATIVE AND EFFECTIVE AS BETWEEN THE TRUST AND SUCH HOLDER AND SUCH OTHERS.

ARTICLE VI

The Company and the Servicer

Section 6.01. *Liability of the Company and the Servicer*. Each of the Company and the Servicer shall be liable in accordance herewith only to the extent of the obligations specifically imposed upon and undertaken by the Company or the Servicer, as applicable, herein.

Section 6.02. *Merger or Consolidation of the Company or the Servicer*. Any Corporation into which either the Company or the Servicer may be merged or consolidated, or any Corporation resulting from any merger, conversion or consolidation to which either the Company or the Servicer shall be a party, or any Corporation succeeding to the business of either the Company or the Servicer, shall be the successor of the Company or the Servicer, as applicable, 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.

Section 6.03. *Limitation on Liability of the Company, the Servicer and Others*. Neither the Company nor the Servicer nor any of the directors, officers, employees or agents of the Company or the Servicer shall be under any liability to the Trust, the Holders of the REMIC I, REMIC II or REMIC III Regular Interests or the Certificateholders for any action taken by such Person or for such Person's refraining from the taking of any action in good faith pursuant to this Agreement, or for errors in judgment; *provided, however,* that this

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provision shall not protect the Company, the Servicer or any such Person against any liability which would otherwise be imposed by reason of willful misfeasance, bad faith or gross negligence in the performance of duties or by reason of reckless disregard of duties and obligations hereunder. Each of the Company, the Servicer and any director, officer, employee or agent of the Company or the Servicer, as applicable, may rely in good faith on any document of any kind properly executed and submitted by any Person respecting any matters arising hereunder. Each of the Company, the Servicer and any director, officer, employee or agent of the Company or the Servicer, as applicable, shall be indemnified by the Trust and held harmless against any loss, liability or expense incurred in connection with any legal action relating to this Agreement or the Certificates, other than any loss, liability or expense relating to any Mortgage Loan (other than as otherwise permitted in this Agreement) or incurred by reason of willful misfeasance, bad faith or gross negligence in the performance of duties hereunder or by reason of reckless disregard of obligations and duties hereunder. Neither the Company nor the Servicer shall be under any obligation to appear in, prosecute or defend any legal action which is not incidental to its duties related to the Mortgage Loans in accordance with this Agreement and which in its opinion may involve it in any expense or liability; *provided, however,* that each of the Company and the Servicer may in its discretion undertake any such action which it may deem necessary or desirable with respect to the Mortgage Loans, this Agreement, the Certificates or the rights and duties of the parties hereto and the interests of the Certificateholders hereunder. In such event, the legal expenses and costs of such action and any liability resulting therefrom shall be expenses, costs and liabilities of the Trust and the Company and the Servicer shall be entitled to be reimbursed, as applicable, therefor out of the Certificate Account, as provided by Section 3.05.

Section 6.04. *Neither the Company nor the Servicer May Resign*. Neither the Company nor the Servicer shall resign from its respective obligations and duties hereby imposed on it, as applicable, except upon determination by the Company or the Servicer that its respective duties hereunder are no longer permissible under applicable law. Any such determination permitting the resignation of the Company or the 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 Servicer shall have assumed the Servicer's responsibilities and obligations in accordance with Section 7.02 hereof.

The Servicer shall give prompt written notice to the Company of any information received by the Servicer which affects or relates to an ongoing obligation or right of the Company under this Agreement.

Section 6.05. *Trustee Access.* The Servicer shall afford the Company and the Trustee, upon reasonable notice, during normal business hours access to all records maintained by the Servicer, in respect of the Mortgage Loans and in respect of its rights and obligations hereunder and access to such of its officers as are responsible for such obligations. Upon reasonable request, the Servicer, shall furnish the Company and the Trustee with its most recent financial statements (or, for so long as Washington Mutual Bank is the Servicer, the most recent consolidated financial statements for Washington Mutual Bank appearing in the audited financial statements of Washington Mutual, Inc., or the entity with whose financial statements the financial statements of Washington Mutual Bank are consolidated) and such other information as it possesses, and which it is not prohibited by law or, to the extent applicable, binding obligations to third parties with respect to confidentiality, from disclosing, regarding its business, affairs, property and condition, financial or otherwise.

ARTICLE VII

Default

Section 7.01. *Events of Default*. (a) In case one or more of the following Events of Default by the Servicer shall occur and be continuing, that is to say:

(i) Any failure by the Servicer to deposit into the Certificate Account any payment required to be deposited therein by the Servicer under the terms of this Agreement which continues unremedied for a

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period of five Business Days after the date upon which written notice of such failure, requiring the same to be remedied, shall have been given to the Servicer by the Trustee or to the Servicer and the Trustee by the Holders of Certificates evidencing Percentage Interests aggregating not less than 25% of REMIC III; or

(ii) Failure on the part of the Servicer duly to observe or perform in any material respect any other of the covenants or agreements on the part of the Servicer contained in the Certificates or in this Agreement which continues unremedied for a period of 60 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Servicer by the Trustee, or to the Servicer and the Trustee by the Holders of Certificates evidencing Percentage Interests aggregating not less than 25% of REMIC III; or

(iii) A decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a trustee, conservator, receiver or liquidator in any bankruptcy, 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 Servicer and such decree or order shall have remained in force undischarged or unstayed for a period of 60 days; or

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

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

(vi) Any failure of the Servicer to make any Monthly P&I Advance (other than a Nonrecoverable Advance) which continues unremedied at the opening of business on the Distribution Date in respect of which such Monthly P&I Advance was to have been made;

then, and in each and every such case, so long as an Event of Default shall not have been remedied, either the Trustee or the Holders of Certificates evidencing Percentage Interests aggregating not less than 25% of REMIC III, by notice in writing to the Company and the Servicer (and to the Trustee if given by the Certificateholders, in which case such notice shall set forth evidence reasonably satisfactory to the Trustee that such Event of Default has occurred and shall not have been remedied) may terminate all of the rights (other than its right to reimbursement for advances) and obligations of the Servicer, including its right to the Servicing Fee, under this Agreement. Such determination shall be final and binding. On or after the receipt by the Servicer of such written notice, all authority and power of the Servicer under this Agreement, whether with respect to the Certificates or the Mortgage Loans or otherwise, shall pass to and be vested in the Trustee pursuant to and under this Section 7.01; and, without limitation, the Trustee is hereby authorized and empowered to execute and deliver, on behalf of the 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. The Servicer agrees to cooperate with the Trustee in effecting the termination of the Servicer's responsibilities and rights hereunder, including, without limitation, the transfer to the Trustee for administration by it of all cash amounts which shall at the time be credited by the Servicer to the Certificate Account or thereafter be received with respect to the Mortgage Loans.

Notwithstanding the foregoing, if an Event of Default described in clause (vi) of this Section 7.01(a) shall occur, the Trustee shall, by notice in writing to the Servicer, which may be delivered by telecopy, immediately suspend all of the rights and obligations of the Servicer thereafter arising under this Agreement, but without prejudice to any rights it may have as a Certificateholder or to reimbursement of advances, and the Trustee shall act as provided in Section 7.02 to carry out the duties of the Servicer, including the

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obligation to make any Monthly P&I Advance the nonpayment of which was an Event of Default described in clause (vi) of this Section 7.01(a). Any such action taken by the Trustee must be prior to the distribution on the relevant Distribution Date. If the Servicer shall within two Business Days following such suspension remit to the Trustee the amount of any Monthly P&I Advance (plus interest accrued thereon at a per annum rate equal to the prime rate for United States money center commercial banks as published in *The Wall Street Journal*) the nonpayment of which by the Servicer was an Event of Default described in clause (vi) of this Section 7.01(a), the Trustee, subject to the last sentence of this paragraph, shall permit the Servicer to resume its rights and obligations as Servicer hereunder. The Servicer agrees that it will reimburse the Trustee for actual, necessary and reasonable costs incurred by the Trustee because of action taken pursuant to clause (vi) of this Section 7.01(a). The Servicer agrees that if an Event of Default as described in clause (vi) of this Section 7.01(a) shall occur more than two times in any twelve month period, the Trustee shall be under no obligation to permit the Servicer to resume its rights and obligations as Servicer hereunder.

(b) In case one or more of the following Events of Default by the Company shall occur and be continuing, that is to say:

(i) Failure on the part of the Company duly to observe or perform in any material respect any of the covenants or agreements on the part of the Company contained in the Certificates or in this Agreement which continues unremedied for a period of 60 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Company by the Trustee, or to the Company and the Trustee by the Holders of Certificates evidencing Percentage Interests aggregating not less than 25% of REMIC III; or

(ii) A decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a trustee, conservator, receiver or liquidator in any bankruptcy, 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 Company and such decree or order shall have remained in force undischarged or unstayed for a period of 60 days; or

(iii) The Company shall consent to the appointment of a trustee, conservator, receiver or liquidator in any bankruptcy, insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings of or relating to the Company or of or relating to all or substantially all of its property; or

(iv) The Company shall admit in writing its inability to pay its debts generally as they become due, file a petition to take advantage of any applicable bankruptcy, insolvency or reorganization statute, make an assignment for the benefit of creditors, or voluntarily suspend payment of its obligations;

then, and in each and every such case, so long as such Event of Default shall not have been remedied, the Holders of Certificates evidencing Percentage Interests aggregating not less than 25% of REMIC III, by notice in writing to the Company and the Trustee, may direct the Trustee in accordance with Section 10.03 to institute an action, suit or proceeding in its own name as Trustee hereunder to enforce the Company's obligations hereunder.

(c) In any circumstances in which this Agreement states that Certificateholders owning Certificates evidencing a certain Percentage Interest in REMIC III may take certain action, such action shall be taken by the Trustee, but only if the requisite percentage of Certificateholders required under this Agreement for taking like action or giving like instruction to the Trustee under this Agreement shall have so directed the Trustee in writing.

Section 7.02. *Trustee to Act; Appointment of Successor*.

(a) On and after the date on which the Servicer receives a notice of termination pursuant to Section 7.01

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or the Servicer resigns pursuant to Section 6.04, the Trustee shall be the successor in all respects to the Servicer under this Agreement with respect to the Mortgage Loans in the Mortgage Pool and with respect to the transactions set forth or provided for herein and shall have all the rights and powers and be subject to all the responsibilities, duties and liabilities relating thereto arising on or after such date of termination or resignation placed on the Servicer by the terms and provisions hereof and thereof, and shall have the same limitations on liability herein granted to the Servicer; *provided,* that the Trustee shall not under any circumstances be responsible for any representations and warranties or any repurchase obligation of the Company or any liability incurred by the Servicer prior to such date of termination or resignation and the Trustee shall not be obligated to make a Monthly P&I Advance if it is prohibited by law from so doing. As compensation therefor, the Trustee shall be entitled to all compensation to which the Servicer would have been entitled if the Servicer had continued to act hereunder. Notwithstanding the above, the Trustee may, if it shall be unwilling to so act, or shall if it is unable to so act, appoint, or petition a court of competent jurisdiction to appoint, any established housing and home finance institution having a net worth of not less than $10,000,000 as the successor to the Servicer hereunder in the assumption of all or any part of the responsibilities, duties or liabilities of the Servicer hereunder. Pending any such appointment, the Trustee is obligated to act in such capacity. 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, together with the compensation to the Trustee, be in excess of that permitted the Servicer hereunder. The Trustee and such successor shall take such actions, consistent with this Agreement, as shall be necessary to effectuate any such succession.

(b) In connection with any termination or resignation of the Servicer hereunder, in the event that any of the Mortgage Loans are MERS Loans, either (i) the successor Servicer (including the Trustee if the Trustee is acting as successor 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 MERS Loans, in which case the predecessor Servicer shall cooperate with the successor Servicer in registering the transfer of servicing of the MERS Loans to the successor Servicer on the MERS® System in accordance with MERS' rules and procedures, or (ii) if the successor Servicer is not a member of MERS, the predecessor Servicer shall cooperate with the successor Servicer in (A) de-registering the MERS Loans from the MERS® System and (B) causing MERS to execute and deliver an assignment from MERS to the Trust of the Mortgage securing each MERS Loan in recordable form and in the form otherwise provided under clause (X)(iii) of the definition of "Mortgage File" herein and to execute and deliver such other notices, documents and other instruments as may be necessary or desirable to effect such de-registration and assignment. The predecessor Servicer shall bear any and all fees of MERS and all fees and costs of preparing and recording any assignments of Mortgages as required under this Section 7.02(b).

Section 7.03. *Notification to Certificateholders*. Upon any such termination or appointment of a successor to the Servicer, the Trustee shall give prompt written notice thereof to the Certificateholders at their respective addresses appearing in the Certificate Register.

ARTICLE VIII

Concerning the Trustees

Section 8.01. *Duties of Trustees*.

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Agreement. In case an Event of Default has occurred (which has not been cured or waived) 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 its exercise as a prudent person would exercise or use under the circumstances in

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the conduct of such person's own affairs.

(b) The Trustee, upon receipt of all resolutions, certificates, statements, opinions, reports, documents, orders or other instruments furnished to it which are specifically required to be furnished to it 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 certificate, statement, opinion, report, or other order or instrument furnished by the Company or Servicer to the Trustee pursuant to this Agreement.

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

(i) Prior to the occurrence of an Event of Default and after the curing of all such Events of Default which may have occurred, the duties and obligations of the Trustee shall be determined solely by the express provisions of this Agreement,

(ii) Neither the Trustee nor the Delaware Trustee shall be liable 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 or the Delaware Trustee, and, in the absence of bad faith on the part of the Trustee or the Delaware Trustee, such 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 such trustee and conforming to the requirements of this Agreement; and

(iii) Neither the Trustee nor the Delaware Trustee shall be personally liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Certificateholders holding Certificates which evidence Percentage Interests aggregating not less than 25% of REMIC III relating to the time, method and place of conducting any proceeding for any remedy available to such trustee, or relating to the exercise of any trust or power conferred upon such trustee under this Agreement.

(d) Within ten Business Days after the occurrence of any Event of Default known to the Trustee, the Trustee shall transmit by mail to the Rating Agencies notice of each Event of Default. Within 90 days after the occurrence of any Event of Default known to the Trustee, the Trustee shall transmit by mail to all Certificateholders (with a copy to the Rating Agencies) notice of each Event of Default, unless such Event of Default shall have been cured or waived; provided, however, the Trustee shall be protected in withholding such notice if and so long as a Responsible Officer of the Trustee in good faith determines that the withholding of such notice is in the best interests of the Certificateholders; and provided, further, that in the case of any Event of Default of the character specified in Section 7.01(i) or Section 7.01(ii) no such notice to Certificateholders or to the Rating Agencies shall be given until at least 30 days after the occurrence thereof.

Section 8.02. *Certain Matters Affecting the Trustees*. Except as otherwise provided in Section 8.01:

(i) Each of the Trustee and the Delaware Trustee may request and rely upon and shall be protected in acting or refraining from acting upon any resolution, Officer's Certificate, certificate of auditors or any other certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, 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;

(ii) Each of the Trustee and the Delaware Trustee may consult with counsel 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 Opinion of Counsel;

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(iii) Neither the Trustee nor the Delaware Trustee shall be personally liable for any action taken or omitted by it in good faith and reasonably 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 which may have occurred, neither the Trustee nor the Delaware Trustee shall 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 to do so by the Holders of Certificates evidencing Percentage Interests aggregating not less than 25% of REMIC III; *provided, however,* that if the payment within a reasonable time to the Trustee or the Delaware Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of such trustee, not reasonably assured to such trustee by the security, if any, afforded to it by the terms of this Agreement, such trustee may require reasonable indemnity against such expense or liability as a condition to proceeding;

(v) Each of the Trustee and the Delaware Trustee may execute the trust or any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys selected by it with reasonable care or (as in the case of the Initial Custodian) designated by the Servicer;

(vi) Neither the Trustee nor the Delaware Trustee shall be deemed to have knowledge or notice of any matter, including without limitation an Event of Default, unless actually known by a Responsible Officer, or unless written notice thereof referencing this Agreement or the Certificates is received at the Notice Address of such trustee;

(vii) In no event shall the Trustee or the Delaware Trustee be held liable for acts or omissions of the Servicer or the other trustee (excepting the Trustee's own actions as Servicer). No provision of this Agreement shall require the Trustee or the Delaware Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder (except for the giving of required notices), or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it;

(viii) When the Trustee is acting as Servicer pursuant to Section 7.02, and to the extent permitted under applicable law, the Trustee is hereby authorized, in making or disposing of any investment permitted hereunder, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or its affiliate is acting as an agent of the Trustee or of any third person or dealing as principal for its own account; and

(ix) Except as expressly provided in this Agreement, in no event shall the Trustee be under any duty or obligation to monitor, determine, investigate or compel compliance by the Trust with the requirements of the Statutory Trust Statute.

(x) Except as provided in Section 8.18, in no event shall the Trustee be obligated or responsible for preparing, executing, filing or delivering in respect of the Trust or another party either (A) any report or filing required by the Commission to be prepared, executed, filed or delivered in respect of the Trust or another party or (B) any certification in respect of a report or filing required by the Commission.

Section 8.03. *Trustees Not Liable for Certificates or Mortgage Loans*. The recitals contained herein (other than those relating to the due organization, power and authority of the Trustee and the Delaware Trustee) and in the Certificates (other than the execution of, and certificate of authentication on, the Certificates) shall not be taken as the statements of the Trustee or the Delaware Trustee, and neither the Trustee nor the Delaware Trustee assumes any responsibility for their correctness. Neither the Trustee nor the Delaware Trustee makes any representations as to the validity or sufficiency of this Agreement, the

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Mortgage Loan Purchase Agreement or of the Certificates or any Mortgage Loan. Neither the Trustee nor the Delaware Trustee shall be accountable for the use or application by the Company, the Servicer or the Trust, as applicable, of any of the Certificates or of the proceeds of such Certificates, or for the use or application of any funds paid to the Servicer or the Company in respect of the Mortgage Loans or deposited into the Custodial Accounts for P&I, any Buydown Fund Account, the Investment Account or the Certificate Account by the Servicer or the Company.

Section 8.04. *Trustees May Own Certificates*. The Trustee, the Delaware Trustee or any agent or affiliate of such trustee, in its individual or any other capacity, may become the owner or pledgee of Certificates with the same rights it would have if it were not trustee.

Section 8.05. *The Servicer to Pay Trustees' Fees and Expenses*. Subject to separate written agreements with the Trustee and the Delaware Trustee, the Servicer covenants and agrees to, and the Servicer shall, pay each of the Trustee and the Delaware Trustee from time to time, and such trustee shall be entitled to payment, for all services rendered by it in the execution of the trust hereby created and in the exercise and performance of any of the powers and duties hereunder of such trustee. Except as otherwise expressly provided herein, the Servicer shall pay or reimburse each of the Trustee and the Delaware Trustee upon such trustee's request for all reasonable expenses and disbursements incurred or made by such trustee in accordance with any of the provisions of this Agreement, including any such expenses incurred or made in connection with a transfer of servicing, and shall indemnify the institution acting as such trustee, both in its individual capacity and as trustee, from any loss, liability or expense incurred by it hereunder (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ and any expenses which arise out of or are imposed upon the Trustee or the Delaware Trustee in connection with the creation, operation or termination of the Trust) except any such expense or disbursement as may arise from its own negligence or bad faith. Such obligation shall survive the termination of this Agreement or resignation or removal of the Trustee or the Delaware Trustee. The Servicer shall, at its expense, prepare or cause to be prepared all federal and state income tax and franchise tax and information returns relating to REMIC I, REMIC II or REMIC III required to be prepared or filed by the Trustee or the Delaware Trustee and shall indemnify the Trustee and the Delaware Trustee for any liability of such trustees arising from any error in such returns.

Section 8.06. *Eligibility Requirements for Trustees*. The Trustee hereunder shall at all times be (i) an institution insured by the FDIC, (ii) a Corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of not less than $50,000,000 and subject to supervision or examination by federal or state authority and (iii) acceptable to the Rating Agencies. If such Corporation publishes reports of condition at least annually, pursuant to law or to the requirements of any aforementioned supervising or examining authority, then for the purposes of this Section 8.06, the combined capital and surplus of such Corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. The Delaware Trustee hereunder shall at all times have its principal place of business in the State of Delaware and shall satisfy the applicable requirements under the laws of the State of Delaware authorizing it to act as the Delaware trustee of the Trust. In case at any time the Trustee or the Delaware Trustee shall cease to be eligible in accordance with the provisions of this Section 8.06, such trustee shall resign immediately in the manner and with the effect specified in Section 8.07.

Section 8.07. *Resignation and Removal of Trustees*. Each of the Trustee and the Delaware Trustee may at any time resign and be discharged from the trust hereby created by giving written notice thereof to the Servicer. Upon receiving such notice of resignation, the Servicer shall promptly appoint a successor trustee by written instrument, in duplicate, one copy of which instrument shall be delivered to the resigning trustee and one copy to the successor trustee. If no successor trustee shall have been so appointed and shall have accepted appointment within 30 days after the giving of such notice of resignation, the resigning trustee may petition any court of competent jurisdiction for the appointment of a successor trustee.

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If at any time the Trustee or the Delaware Trustee shall cease to be eligible in accordance with the provisions of Section 8.06 and shall fail to resign after written request therefor by the Servicer, or if at any time the Trustee or the Delaware Trustee shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or a receiver of such trustee or of its property shall be appointed, or any public officer shall take charge or control of such trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then the Servicer may remove such trustee and appoint a successor trustee by written instrument, in triplicate, copies of which instrument shall be delivered to the trustee so removed, the trustee continuing in its capacity and the successor trustee.

The Holders of Certificates evidencing Percentage Interests aggregating more than 50% of REMIC III may at any time remove the Trustee or the Delaware Trustee and 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 to the Servicer, one complete set to the Trustee so removed and one complete set to the successor so appointed.

Any resignation or removal of the Trustee or the Delaware 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. Any expenses associated with the resignation of the Trustee or the Delaware Trustee shall be borne by such trustee, and any expenses associated with the removal of the Trustee or the Delaware Trustee shall be borne by the Servicer.

Section 8.08. *Successor Trustee*. Any successor trustee appointed as provided in Section 8.07 shall execute, acknowledge and deliver to the Servicer and to its predecessor trustee 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 like effect as if originally named as Trustee or Delaware Trustee herein. The predecessor shall deliver to the successor trustee all Mortgage Files, related documents, statements and all other property held by it hereunder, and the 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 appointment such successor trustee shall be eligible under the provisions of Section 8.06.

Upon acceptance of appointment by a successor trustee as provided in this Section 8.08, the Servicer shall mail notice of the succession of such trustee hereunder to (i) all Certificateholders at their addresses as shown in the Certificate Register and (ii) the Rating Agencies. If the Servicer fails to mail such notice within ten days after acceptance of appointment by the successor trustee, the successor trustee shall cause such notice to be mailed.

Section 8.09. *Merger or Consolidation of Trustee*. Any Corporation into which the Trustee or the Delaware 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 or the Delaware Trustee shall be a party, or any Corporation succeeding to the corporate trust business of such trustee, shall be the successor of such trustee hereunder, provided such resulting or successor Corporation shall be eligible under the provisions of Section 8.06, 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.

Section 8.10. *Appointment of Co-Trustee or Separate Trustee*. Notwithstanding any other provisions hereof, at any time, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the assets of the Trust may at the time be located, the Servicer and the Trustee or the Delaware Trustee, as applicable, acting jointly shall have the power and shall execute and deliver all instruments to appoint one or

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more Persons approved by such trustee to act as co-trustee or co-trustees, jointly with such trustee, or separate trustee or separate trustees, of all or any part of the assets of the Trust and to vest in such Person or Persons, in such capacity, such title to the assets of the Trust, or any part thereof, and, subject to the other provisions of this Section 8.10, such powers, duties, obligations, rights and trusts as the Servicer and the Trustee or the Delaware Trustee, as applicable, may consider necessary or desirable; provided, that the Trustee or the Delaware Trustee, as applicable, shall remain liable for all of its obligations and duties under this Agreement. If the Servicer shall not have joined in such appointment within 15 days after the receipt by it of a request so to do, or in case an Event of Default shall have occurred and be continuing, the Trustee or the Delaware Trustee, as applicable, alone shall have the power to make such appointment; provided, that such trustee shall remain liable for all of its obligations and duties under this Agreement. No co-trustee or separate trustee hereunder shall be required to meet the terms of eligibility as a successor trustee under Section 8.06 hereunder and no notice to Certificateholders of the appointment of co-trustee(s) or separate trustee(s) shall be required under Section 8.08 hereof.

In the case of any appointment of a co-trustee or separate trustee pursuant to this Section 8.10, all rights, powers, duties and obligations conferred or imposed upon the Trustee or the Delaware Trustee, as applicable, shall be conferred or imposed upon and exercised or performed by the Trustee or the Delaware Trustee, as applicable, and such separate trustee or co-trustee jointly and severally, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed by the Trustee or the Delaware Trustee, as applicable, such 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 assets of the Trust or any portion thereof in any such jurisdiction) shall be exercised and performed by such separate trustee or co-trustee at the direction of the Trustee or the Delaware Trustee, as applicable.

Any notice, request or other writing given to the Trustee or the Delaware Trustee shall be deemed to have been given to each of the then related separate trustee(s) and co-trustee(s), as effectively as if given to each of them. Every instrument appointing any separate trustee(s) or co-trustee(s) 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 the Delaware Trustee, as applicable, 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 or the Delaware Trustee, as applicable. Every such instrument shall be filed with the Trustee or the Delaware Trustee, as applicable.

Any separate trustee or co-trustee may, at any time, constitute the Trustee or the Delaware Trustee, as applicable, 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 the trust shall vest in and be exercised by the Trustee or the Delaware Trustee, as applicable, to the extent permitted by law, without the appointment of a new or successor trustee.

Section 8.11. *Authenticating Agents*. The Trustee may appoint one or more Authenticating Agents which shall be authorized to act on behalf of the Trustee in authenticating Certificates. Wherever reference is made in this Agreement to the authentication of Certificates by the Trustee or the Trustee's certificate of authentication, such reference shall be deemed to include authentication on behalf of the Trustee by an Authenticating Agent and a certificate of authentication executed on behalf of the Trustee by an Authenticating Agent. Each Authenticating Agent must be acceptable to the Servicer and must be a corporation, trust company or banking association organized and doing business under the laws of the United States of America or of any state, having an office and place of business in New York, New York, having a combined capital and surplus of at least $15,000,000, authorized under such laws to do a trust business and subject to supervision or examination by federal or state authorities.

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Any corporation into which any Authenticating Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which any Authenticating Agent shall be a party, or any corporation succeeding to the corporate agency business of any Authenticating Agent, shall continue to be the Authenticating Agent so long as it shall be eligible in accordance with the provisions of the first paragraph of this Section 8.11 without the execution or filing of any paper or any further act on the part of the Trustee or the Authenticating Agent.

Any Authenticating Agent may at any time resign by giving written notice of resignation to the Trustee and the Servicer. The Trustee may, upon prior written approval of the Servicer, at any time terminate the agency of any Authenticating Agent by giving written notice of termination to such Authenticating Agent and to the Servicer. Upon receiving a notice of resignation or upon such a termination, or in case at any time any Authenticating Agent shall cease to be eligible in accordance with the provisions of the first paragraph of this Section 8.11, the Trustee may appoint, upon prior written approval of the Servicer, a successor Authenticating Agent, shall give written notice of such appointment to the Servicer and shall mail notice of such appointment to all Certificateholders. Any successor Authenticating Agent upon acceptance of its appointment hereunder shall become vested with all the rights, powers, duties and responsibilities of its predecessor hereunder, with like effect as if originally named as Authenticating Agent. Any reasonable compensation paid to an Authenticating Agent shall be a reimbursable expense pursuant to Section 8.05 if paid by the Trustee.

Section 8.12. *Paying Agents*. The Trustee may appoint one or more Paying Agents which shall be authorized to act on behalf of the Trustee in making withdrawals from the Certificate Account, and distributions to Certificateholders as provided in Section 4.01, Section 4.04(a) and Section 9.01(b) to the extent directed to do so by the Servicer. Wherever reference is made in this Agreement to the withdrawal from the Certificate Account by the Trustee, such reference shall be deemed to include such a withdrawal on behalf of the Trustee by a Paying Agent. Whenever reference is made in this Agreement to a distribution by the Trustee or the furnishing of a statement to Certificateholders by the Trustee, such reference shall be deemed to include such a distribution or furnishing on behalf of the Trustee by a Paying Agent. Each Paying Agent shall provide to the Trustee such information concerning the Certificate Account as the Trustee shall request from time to time. Each Paying Agent must be reasonably acceptable to the Servicer and must be a corporation, trust company or banking association organized and doing business under the laws of the United States of America or of any state, having an office and place of business in New York, New York, having a combined capital and surplus of at least $15,000,000, authorized under such laws to do a trust business and subject to supervision or examination by federal or state authorities.

Any corporation into which any Paying Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which any Paying Agent shall be a party, or any corporation succeeding to the corporate agency business of any Paying Agent, shall continue to be the Paying Agent provided that such corporation after the consummation of such merger, conversion, consolidation or succession meets the eligibility requirements of this Section 8.12.

Any Paying Agent may at any time resign by giving written notice of resignation to the Trustee and to the Servicer; provided, that the Paying Agent has returned to the Certificate Account or otherwise accounted, to the reasonable satisfaction of the Servicer, for all amounts it has withdrawn from the Certificate Account. The Trustee may, upon prior written approval of the Servicer, at any time terminate the agency of any Paying Agent by giving written notice of termination to such Paying Agent and to the Servicer. Upon receiving a notice of resignation or upon such a termination, or in case at any time any Paying Agent shall cease to be eligible in accordance with the provisions of the first paragraph of this Section 8.12, the Trustee may appoint, upon prior written approval of the Servicer, a successor Paying Agent, shall give written notice of such appointment to the Servicer and shall mail notice of such appointment to all Certificateholders. Any successor Paying Agent upon acceptance of its appointment hereunder shall become vested with all the rights, powers, duties and responsibilities of its predecessor hereunder, with like effect as if originally named as Paying Agent. Any reasonable compensation paid to any Paying Agent shall be a reimbursable expense pursuant to Section 8.05 if paid by the Trustee.

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Section 8.13. *Duties of Delaware Trustee*.

(a) The Delaware Trustee is appointed to serve as the trustee of the Trust in the State of Delaware for the sole purpose of satisfying the requirement of Section 3807(a) of the Statutory Trust Statute that the Trust have at least one trustee with a principal place of business in Delaware. It is understood and agreed by the parties hereto that the Delaware Trustee shall have none of the duties or liabilities of the Trustee.

(b) The duties of the Delaware Trustee shall be limited to (i) accepting legal process served on the Trust in the State of Delaware, (ii) the execution of any certificates with respect to the Trust required to be filed with the Secretary of State which the Delaware Trustee is required to execute under Section 3811 of the Statutory Trust Statute and (iii) such other duties as are set forth in this Article VIII. To the extent that, at law or in equity, the Delaware Trustee has duties (including fiduciary duties) and liabilities relating thereto to the Trust or the Holders of the REMIC I, REMIC II or REMIC III Regular Interests or the Certificates, it is hereby understood and agreed by the parties hereto that such duties and liabilities are replaced by the duties and liabilities of the Delaware Trustee expressly set forth in this Agreement.

Section 8.14. *Amendment to Certificate of Trust*. If at any time required by Section 3810 of the Statutory Trust Statute, the Trustee, the Delaware Trustee and any other trustee of the Trust shall cause an amendment to the Certificate of Trust to be filed with the Secretary of State in accordance with the provisions of such Section 3810.

Section 8.15. *Yield Maintenance Agreements*. The Trust shall have the power and authority, and the Trustee (not in its individual capacity, but solely as Trustee hereunder) is hereby authorized and directed, on behalf of the Trust, to (i) enter into and perform the obligations of the Trust under the Yield Maintenance Agreements and (ii) exercise and enforce the rights of the Trust as specified therein.

Section 8.16. *Trustees Act on Behalf of Trust*. Except to the extent otherwise expressly provided herein, in the performance of its obligations under this Agreement, each of the Trustee and the Delaware Trustee shall at all times be acting on behalf of the Trust or the Certificateholders, as applicable.

Section 8.17. *Limitation of Liability*. It is expressly understood and agreed by the parties hereto that (a) each of the representations, undertakings and agreements herein made on the part of the Trust is made and intended not as personal representations, undertakings and agreements by the Trustee but is made and intended for the purpose of binding only the Trust and (b) under no circumstances shall the Trustee be personally liable for the payment of any indebtedness or expenses of the Trust or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trust under this Agreement.

Section 8.18. *Trustee Report on Assessment of Compliance with Servicing Criteria*. The Trustee shall, on or before the 90th day following each December 31 after the Cut-Off Date (or such earlier date as reasonably requested by the Servicer, but in no event earlier than March 15), deliver to the Company and the Servicer the following documents, if so requested by the Servicer:

(a) a report on its assessment of compliance during the preceding calendar year with all applicable servicing criteria set forth in Item 1122(d) of Regulation AB with respect to asset-backed securities transactions taken as a whole involving the Trustee that are backed by assets of the same type as the Mortgage Loans, as required by Item 1122 of Regulation AB; and

(b) a report by a registered public accounting firm that attests to, and reports on, the assessment made by the Trustee pursuant to clause (a) above, as required by Item 1122 of Regulation AB;

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provided, however, that the Trustee shall only be required to deliver the reports specified in Section 8.18 (a) and (b) with respect to any year for which a Report on Form 10-K is required to be filed with the Commission on behalf of the Trust. Promptly following December 31 of each year for which a Report on Form 10-K is so required to be filed, the Servicer shall advise the Trustee whether the foregoing reports will be required of the Trustee, and the Servicer and the Trustee shall cooperate in good faith to determine the applicable servicing criteria.

ARTICLE IX

Termination

Section 9.01. *Termination Upon Purchase by the Servicer or Liquidation of All Mortgage Loans*.

(a) The Servicer may purchase the outstanding Group 1, Group 2 and Group 4 Loans, all property acquired by the Trust in respect of any such Mortgage Loan and all other property included in REMIC I or REMIC III in respect of such Mortgage Loans, on or after the first date on which the aggregate Principal Balance of the Group 1, Group 2 and Group 4 Loans is less than the Clean-Up Call Percentage of the aggregate Principal Balance of such Mortgage Loans as of the Cut-Off Date, at a price equal to the sum, reduced by unreimbursed advances (other than advances made with respect to Group 1, Group 2 and Group 4 Loans as to which the Servicer expects at the time of such purchase, in its sole judgment, that foreclosure is not imminent), of

(x) the excess of

(A) 100% of the aggregate Principal Balance of the Group 1, Group 2 and Group 4 Loans (other than Mortgage Loans in respect of which the related Mortgaged Property has been acquired by the Trust by foreclosure, deed in lieu of foreclosure or otherwise) (after giving effect to the distribution of all other principal and the allocation of Realized Losses to the Group 1, Group 2, Group 4 and Group L-B Certificates on the date of such purchase), plus accrued interest at the applicable Pass-Through Rates with respect to such Mortgage Loans through the last day of the month of such purchase, over

(B) the amount of any Bankruptcy Losses incurred with respect to such Mortgage Loans as of the date of such purchase to the extent that the Principal Balances of such Mortgage Loans have not been previously reduced by such Bankruptcy Losses, and

(y) without duplication,

(A) the appraised fair market value as of the date of such purchase of all property owned by the Trust which secured a Group 1, Group 2 or Group 4 Loan and which has been acquired by the Trust by foreclosure, deed in lieu of foreclosure or otherwise, including related Insurance Proceeds, and

(B) the appraised fair market value as of the date of such purchase of all other property included in REMIC I or REMIC III in respect of such Mortgage Loans, any such appraisal pursuant to clause (A) or (B) to be conducted by an appraiser mutually agreed upon by the Servicer and the Trustee;

provided, however, that the Servicer may not so purchase such outstanding Group 1, Group 2 and Group 4 Loans and property if such price exceeds the fair market value, determined by the Servicer in accordance with prudent industry practices, of such outstanding Mortgage Loans and property. If such right is exercised, the Servicer shall provide to the Trustee, the Delaware Trustee and the Company the written certification of

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an officer of the Servicer (which certification shall include a statement to the effect that all amounts required to be paid in order to exercise such right have been deposited in the Certificate Account) and the Trustee on behalf of the Trust shall promptly execute all instruments as may be necessary to release and assign to the Servicer the Group 1, Group 2 and Group 4 Loans, all property acquired by the Trust in respect of any such Mortgage Loan and all other property included in REMIC I or REMIC III in respect of such Mortgage Loans.

The Servicer may purchase the outstanding Group 3 Loans, all property acquired by the Trust in respect of any such Mortgage Loan and all other property included in REMIC II or REMIC III in respect of such Mortgage Loans, on or after the first date on which the aggregate Principal Balance of the Group 3 Loans is less than the Clean-Up Call Percentage of the aggregate Principal Balance of such Mortgage Loans as of the Cut-Off Date, at a price equal to the sum, reduced by unreimbursed advances (other than advances made with respect to Group 3 Loans as to which the Servicer expects at the time of such purchase, in its sole judgment, that foreclosure is not imminent), of

(x) the excess of

(A) 100% of the aggregate Principal Balance of the Group 3 Loans (other than Mortgage Loans in respect of which the related Mortgaged Property has been acquired by the Trust by foreclosure, deed in lieu of foreclosure or otherwise) (after giving effect to the distribution of all other principal and the allocation of Realized Losses to the Group 3 Certificates on the date of such purchase), plus accrued interest at the applicable Pass-Through Rates with respect to such Mortgage Loans through the last day of the month of such purchase, over

(B) the amount of any Bankruptcy Losses incurred with respect to such Mortgage Loans as of the date of such purchase to the extent that the Principal Balances of such Mortgage Loans have not been previously reduced by such Bankruptcy Losses, and

(y) without duplication,

(A) the appraised fair market value as of the date of such purchase of all property owned by the Trust which secured a Group 3 Loan and which has been acquired by the Trust by foreclosure, deed in lieu of foreclosure or otherwise, including related Insurance Proceeds, and

(B) the appraised fair market value as of the date of such purchase of all other property included in REMIC II or REMIC III in respect of such Mortgage Loans, any such appraisal pursuant to clause (A) or (B) to be conducted by an appraiser mutually agreed upon by the Servicer and the Trustee;

provided, however, that the Servicer may not so purchase such outstanding Group 3 Loans and property if such price exceeds the fair market value, determined by the Servicer in accordance with prudent industry practices, of such outstanding Mortgage Loans and property. If such right is exercised, the Servicer shall provide to the Trustee, the Delaware Trustee and the Company the written certification of an officer of the Servicer (which certification shall include a statement to the effect that all amounts required to be paid in order to exercise such right have been deposited in the Certificate Account) and the Trustee on behalf of the Trust shall promptly execute all instruments as may be necessary to release and assign to the Servicer the Group 3 Loans, all property acquired by the Trust in respect of any such Mortgage Loan and all other property included in REMIC II or REMIC III in respect of such Mortgage Loans.

Except as otherwise set forth in this Article IX, including, without limitation, the obligation of the Servicer to make payments to Certificateholders as hereafter set forth, the Trust and the respective obligations and responsibilities of the Company, the Servicer, the Trustee and the Delaware Trustee created hereby shall

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terminate in accordance with Section 3808 of the Statutory Trust Statute upon:

(i) the Distribution Date immediately following the exercise by the Servicer of both of its purchase options set forth in the first and second paragraph of this Section 9.01(a),

(ii) the later of the final payment or other liquidation (or any advance with respect thereto) of the last Mortgage Loan owned by the Trust or the disposition of all property acquired upon foreclosure in respect of any Mortgage Loan, and the payment to the Certificateholders of all amounts required to be paid to them hereunder,

(iii) the Distribution Date immediately following the exercise by the Servicer of its purchase option set forth in the first paragraph of this Section 9.01(a), if such Distribution Date occurs on or after the later of the final payment or other liquidation (or any advance with respect thereto) of the last Group 3 Loan owned by the Trust or the disposition of all property acquired upon foreclosure in respect of any such Mortgage Loan, and the payment to the Group 3 Certificateholders of all amounts required to be paid to them hereunder, or

(iv) the Distribution Date immediately following the exercise by the Servicer of its purchase option set forth in the second paragraph of this Section 9.01(a), if such Distribution Date occurs on or after the later of the final payment or other liquidation (or any advance with respect thereto) of the last Group 1, Group 2 and Group 4 Loan owned by the Trust or the disposition of all property acquired upon foreclosure in respect of any such Mortgage Loan, and the payment to the Group 1, Group 2, Group 4 and Group L-B Certificateholders of all amounts required to be paid to them hereunder.

The Servicer shall not have any further right to reimbursement by the Trust for any advance that is used to reduce the purchase price of the applicable Mortgage Loans pursuant to the first or second paragraph of this Section 9.01(a).

In no event shall the Trust continue beyond the expiration of 21 years from the death of the survivor of the issue of Joseph P. Kennedy, the late ambassador of the United States to the Court of St. James', living on the date hereof.

In no event shall the Servicer be required to expend any amounts other than those described in the first and second paragraph of this Section 9.01(a) in order to terminate the Trust or purchase the applicable Mortgage Loans under this Section 9.01, and in no event shall the Company, the Trustee or the Delaware Trustee be required to expend any amounts in connection with such termination or purchase.

(b) Notice of such purchase pursuant to the first or second paragraph of Section 9.01(a), specifying the date upon which the applicable Certificateholders may surrender their Certificates to the Trustee for payment and cancellation, shall be given promptly by letter from the Trustee to those Certificateholders mailed not less than 30 days prior to such final distribution, specifying (i) the date upon which final payment of those Certificates will be made upon presentation and surrender of those Certificates at the office of the Certificate Registrar therein designated (the "Termination Date"), (ii) the amount of such final payment (the "Termination Payment") and (iii) that the Record Date otherwise applicable to the Distribution Date upon which the Termination Date occurs is not applicable to those Certificates, payments being made only upon presentation and surrender of those Certificates at the office of the Certificate Registrar therein specified. The Servicer shall provide the Trustee with written notice of its intent to exercise its purchase option pursuant to the first or second paragraph of this Section 9.01(a) at least five Business Days, or such lesser time as is acceptable to the Trustee, such acceptance not to be unreasonably withheld, prior to the time that the Trustee is required to mail notice to the applicable Certificateholders.

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In the event that all of the applicable Certificateholders shall not surrender their Certificates for cancellation within six months after the Termination Date, the Servicer shall give a second written notice to the remaining of those Certificateholders to surrender their Certificates for cancellation and receive the Termination Payment with respect thereto. If within one year after the second notice all those Certificates shall not have been surrendered for cancellation, the Servicer may take appropriate steps to contact the remaining of those Certificateholders concerning surrender of their Certificates, and the cost thereof shall be paid out of the funds and other assets related to those Certificates which remain in trust hereunder.

Upon any termination of the Trust pursuant to the third paragraph of Section 9.01(a), the Certificate Account shall terminate subject to the Servicer's obligation to hold all amounts payable to Certificateholders in trust without interest pending such payment.

Upon the completion of winding up of the Trust, including the payment or the making reasonable provision for payment of all obligations of the Trust in accordance with Section 3808(e) of the Statutory Trust Statute, the Delaware Trustee shall prepare, the Trustee, the Delaware Trustee and any other trustee hereunder shall sign, and the Delaware Trustee (upon the Trustee's consent acting at direction of the Servicer) shall file, a certificate of cancellation with the Secretary of State in accordance with Section 3810 of the Statutory Trust Statute, at which time the Trust and this Agreement shall terminate. The Servicer shall act as the liquidator of the Trust and shall be responsible for taking all actions in connection with winding up the Trust, in accordance with the requirements of this Agreement (including this Section 9.01 and Section 9.02) and applicable law.

Section 9.02. *Additional Termination Requirements*.

(a) In the event the Servicer exercises its purchase option as provided in the first paragraph of Section 9.01(a), REMIC I shall be terminated in accordance with the following additional requirements, unless the Servicer, at its own expense, obtains for the Trustee an Opinion of Counsel to the effect that the failure of REMIC I to comply with the requirements of this Section 9.02 will not (i) result in the imposition of taxes on "prohibited transactions" of REMIC I as described in Section 860F of the Code, or (ii) cause REMIC I to fail to qualify as a REMIC at any time that any Certificates are outstanding:

(i) Within 90 days prior to the final Distribution Date set forth in the notice given by the Trustee under Section 9.01(b) of the Servicer's exercise of its purchase option as provided in the first paragraph of Section 9.01(a), the Tax Matters Person shall prepare the documentation required and the Tax Matters Person and the Trustee shall adopt a plan of complete liquidation on behalf of REMIC I meeting the requirements of a qualified liquidation under Section 860F of the Code and any regulations thereunder, as evidenced by an Opinion of Counsel obtained at the expense of the Servicer, on behalf of REMIC I; and

(ii) At or after the time of adoption of such a plan of complete liquidation and at or prior to the final Distribution Date, the Servicer on behalf of the Trust shall sell all of the assets of REMIC I to the Servicer for cash in the amount specified in the first paragraph of Section 9.01(a).

(b) In the event the Servicer exercises its purchase option as provided in the second paragraph of Section 9.01(a), REMIC II shall be terminated in accordance with the following additional requirements, unless the Servicer, at its own expense, obtains for the Trustee an Opinion of Counsel to the effect that the failure of REMIC II to comply with the requirements of this Section 9.02 will not (i) result in the imposition of taxes on "prohibited transactions" of REMIC II as described in Section 860F of the Code, or (ii) cause REMIC II to fail to qualify as a REMIC at any time that any Certificates are outstanding:

(i) Within 90 days prior to the final Distribution Date set forth in the notice given by the Trustee under Section 9.01(b) of the Servicer's exercise of its purchase option as provided in the second paragraph of Section 9.01(a), the Tax Matters Person shall prepare the documentation required and the Tax Matters

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Person and the Trustee shall adopt a plan of complete liquidation on behalf of REMIC II meeting the requirements of a qualified liquidation under Section 860F of the Code and any regulations thereunder, as evidenced by an Opinion of Counsel obtained at the expense of the Servicer, on behalf of REMIC II; and

(ii) At or after the time of adoption of such a plan of complete liquidation and at or prior to the final Distribution Date, the Servicer on behalf of the Trust shall sell all of the assets of REMIC II to the Servicer for cash in the amount specified in the second paragraph of Section 9.01(a).

(c) By its acceptance of any Residual Certificate, the Holder thereof hereby agrees to authorize the Tax Matters Person and the Trustee to adopt such plans of complete liquidation and to take such other action in connection therewith as may be reasonably requested by the Tax Matters Person or the Trustee.

Section 9.03. *Trust Irrevocable*. Except as expressly provided herein, the trust created hereby is irrevocable.

ARTICLE X

Miscellaneous Provisions

Section 10.01. *Amendment*.

(a) This Agreement may be amended from time to time by the Servicer, the Company and the Trustee, without the consent of any of the Certificateholders:

(i) to cure any ambiguity;

(ii) to correct or supplement any provision herein which may be defective or inconsistent with any other provisions herein;

(iii) to comply with any requirements imposed by the Code or any regulations thereunder;

(iv) to correct the description of any property at any time included in REMIC I, REMIC II or REMIC III, or to assure the conveyance to the Trust of any property included in REMIC I, REMIC II or REMIC III;

(v) pursuant to Section 5.01(c)(v); and

(vi) to add any provision to, or amend any provision in, this Agreement, provided that such amendment or addition does not adversely affect in any material respect the interests of any Certificateholder;

provided, however, that any such amendment which modifies the rights or obligations of the Delaware Trustee hereunder shall require the consent of the Delaware Trustee; *provided, further,* that any such amendment which modifies the rights of the Class C-PPP Certificateholders to receive Assigned Prepayment Premiums for Loan Group 1, Loan Group 2 and Loan Group 4, including any amendment to Section 3.20, shall require the consent of each Class C-PPP Certificateholder; *provided, further,* that any such amendment which modifies the rights of the Class 3-PPP Certificateholders to receive Assigned Prepayment Premiums for Loan Group 3, including any amendment to Section 3.20, shall require the consent of each Class 3-PPP Certificateholder. No such amendment (other than one entered into pursuant to clause (iii) of the preceding sentence) shall change the powers of the Servicer. Prior to entering into any amendment (other than one entered into pursuant to clause (iii) of the second preceding sentence) without the consent of Certificateholders pursuant to this paragraph, the Trustee shall require an Opinion of Counsel addressed to the Trust and the Trustee to the effect that such amendment is permitted under this Agreement

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and has no material adverse effect on the interests of the Certificateholders; *provided, however*, that no such Opinion of Counsel shall be required if the Company 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. Prior to entering into any amendment pursuant to clause (iii) of the third preceding sentence without the consent of Certificateholders pursuant to this paragraph, the Trustee shall require an Opinion of Counsel to the effect that such action is necessary or helpful to comply with the requirements imposed by the Code or any regulations thereunder and shall not cause any REMIC formed under this Agreement to fail to qualify as such under the Code. The cost of any opinion required by this Section 10.01 shall be borne by the party requesting such amendment.

(b) This Agreement may also be amended from time to time by the Servicer, the Company and the Trustee with the consent of the Holders of Certificates evidencing Percentage Interests aggregating not less than 66% of REMIC III, 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 Certificateholders; *provided, however,* that no such amendment shall, without the consent of the Holder of each Certificate affected thereby (i) reduce in any manner the amount of, or delay the timing of, distributions of principal or interest required to be made hereunder or reduce the Certificateholder's Percentage Interest, the Certificate Interest Rate or the Termination Payment with respect to any of the Certificates, (ii) reduce the percentage of Percentage Interests specified in this Section 10.01 which are required to amend this Agreement, (iii) create or permit the creation of any lien against any part of REMIC I, REMIC II or REMIC III, or (iv) modify any provision in any way which would permit an earlier retirement of the Certificates; *provided, further,* that any such amendment which modifies the rights or obligations of the Delaware Trustee hereunder shall require the consent of the Delaware Trustee; *provided, further,* that any such amendment which modifies the rights of the Class C-PPP Certificateholders to receive Assigned Prepayment Premiums for Loan Group 1, Loan Group 2 and Loan Group 4, including any amendment to Section 3.20, shall require the consent of each Class C-PPP Certificateholder; *provided, further,* that any such amendment which modifies the rights of the Class 3-PPP Certificateholders to receive Assigned Prepayment Premiums for Loan Group 3, including any amendment to Section 3.20, shall require the consent of each Class 3-PPP Certificateholder.

Promptly after the execution of any such amendment, the Trustee shall furnish written notification of the substance of such amendment to the Delaware Trustee and each Certificateholder. Any failure to provide such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such amendment.

It shall not be necessary for the consent of Certificateholders under this Section 10.01 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.

Section 10.02. *Recordation of Agreement*. To the extent permitted by applicable law, this Agreement is subject to recordation in all appropriate public offices for real property records in all the counties or the comparable jurisdictions in which any Mortgaged Property is situated, and in any other appropriate public recording office or elsewhere, such recordation to be effected by the Company and at its expense on direction by the Trustee, but only upon direction accompanied by an Opinion of Counsel to the effect that such recordation materially and beneficially affects the interests of the Certificateholders.

Section 10.03. *Limitation on Rights of Certificateholders*. The death or incapacity of any Certificateholder shall not operate to terminate this Agreement or the Trust, nor entitle such Certificateholder's legal representatives or heirs to claim an accounting or to take any action or proceeding in any court for a partition or winding-up of the Trust, nor otherwise affect the rights, obligations and liabilities of the parties hereto or any of them.

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No Certificateholder shall have any right to vote or in any manner otherwise to control the operation and management of the Trust or the obligations of the parties hereto (except as provided in Section 5.09, Section 7.01, Section 8.01, Section 8.02, Section 8.07, Section 10.01 and this Section 10.03), 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 person 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 of any provision 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 default and of the continuance thereof, as hereinbefore provided, and unless also the Holders of Certificates evidencing Percentage Interests aggregating not less than 25% of REMIC III shall have made written request upon the Trustee to institute such action, suit or proceeding in its own name as Trustee hereunder and shall have offered to the institution acting as Trustee, both in its individual capacity and as 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. However, the Trustee is under no obligation to exercise any of the extraordinary trusts or powers vested in it by this Agreement or to make any investigation of matters arising hereunder or to institute, conduct or defend any litigation hereunder or in relation hereto at the request, order or direction of any of the Certificateholders unless such Certificateholders have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which may be incurred therein or thereby. It is understood and intended, and 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 of any provision of this Agreement to affect, disturb or prejudice the rights of the Holders of any other of such 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 equal, ratable and common benefit of all Certificateholders. For the protection and enforcement of the provisions of this Section 10.03, each and every Certificateholder and the Trustee shall be entitled to such relief as can be given either at law or in equity.

Section 10.04. *Access to List of Certificateholders*. The Certificate Registrar shall furnish or cause to be furnished to the Trustee within 30 days after receipt of a request by the Trustee in writing, a list, in such form as the Trustee may reasonably require, of the names and addresses of the Certificateholders as of the most recent Record Date for payment of distributions to such Certificateholders.

If three or more Certificateholders (hereinafter referred to as "applicants") apply in writing to the Trustee, and such application states that the applicants desire to communicate with other Certificateholders with respect to their rights under this Agreement or under the Certificates and is accompanied by a copy of the communication which such applicants propose to transmit, then the Trustee shall, within five Business Days after the receipt of such list from the Certificate Registrar, afford such applicants access during normal business hours to the most recent list of Certificateholders held by the Trustee. If such a list is as of a date more than 90 days prior to the date of receipt of such applicants' request, the Trustee shall promptly request from the Certificate Registrar a current list as provided above, and shall afford such applicants access to such list promptly upon receipt.

Every Certificateholder, by receiving and holding the same, agrees with the Servicer, the Company, the Trust, the Trustee and the Delaware Trustee that none of the Servicer, the Company, the Trust, the Trustee or the Delaware Trustee shall be held accountable by reason of the disclosure of any such information as to the names and addresses of the Certificateholders hereunder, regardless of the source from which such information was derived.

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Section 10.05. *Governing Law*. This Agreement shall be construed in accordance with the laws of the State of Delaware without giving effect to its conflict of laws provisions and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws without giving effect to conflict of laws provisions.

Section 10.06. *Notices*. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered or certified mail, return receipt requested, or overnight courier to the applicable Notice Address. Notices to the Rating Agencies shall also be deemed to have been duly given if mailed by first class mail, postage prepaid, to the above listed addresses of the Rating Agencies. Any notice required or permitted to be mailed to a Certificateholder shall be given by first class mail, postage prepaid, at the address of such Holder as shown in the Certificate Register. Any notice so mailed within the time prescribed in this Agreement shall be conclusively presumed to have been duly given, whether or not the Certificateholder receives such notice.

Section 10.07. *Compliance With Regulation AB*. Each of the parties hereto acknowledges and agrees that the purpose of Section 3.13, Section 8.18 and the fifth sentence of the third paragraph of Section 2.05 is to facilitate compliance by the Company, the Trust and Washington Mutual Mortgage Securities Corp. with the provisions of Regulation AB, as it may be amended or clarified from time to time. Each of the Servicer and the Trustee acknowledges that interpretations of the requirements of Regulation AB may change over time, whether due to interpretive guidance provided by the Commission or its staff, consensus among participants in the asset-backed securities markets, advice of counsel, or otherwise, and agrees to comply with reasonable requests made by the Company, the Trust or Washington Mutual Mortgage Securities Corp. in good faith for delivery of information under the provisions of Regulation AB on the basis of evolving interpretations thereof, and to deliver any other information necessary in the good faith determination of the Company, the Trust or Washington Mutual Mortgage Securities Corp. to permit the Company, the Trust and Washington Mutual Mortgage Securities Corp. to comply with the provisions of Regulation AB. Each of the Trust and Washington Mutual Mortgage Securities Corp. shall be a third-party beneficiary of the Servicer's and the Trustee's respective obligations under Section 3.13, Section 8.18 and this Section 10.07.

Section 10.08. *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 10.09. *Counterpart Signatures*. 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 10.10. *Benefits of Agreement*. Except as expressly provided herein, nothing in this Agreement or in any Certificate, expressed or implied, shall give to any Person, other than the parties hereto and their respective successors hereunder, any separate trustee or co-trustee appointed under Section 8.10 and the Certificateholders, any benefit or any legal or equitable right, remedy or claim under this Agreement.

Section 10.11. *Notices and Copies to Rating Agencies*.

(a) The Trustee shall notify the Rating Agencies of the occurrence of any of the following events, in the manner provided in Section 10.06:

(i) the occurrence of an Event of Default pursuant to Section 7.01, subject to the provisions of Section 8.01(d); and

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(ii) the appointment of a successor Servicer pursuant to Section 7.02;

(b) The Servicer shall notify the Rating Agencies of the occurrence of any of the following events, or in the case of clauses (iii), (iv), (v), (vii) and (viii) promptly upon receiving notice thereof, in the manner provided in Section 10.06:

(i) any amendment of this Agreement pursuant to Section 10.01;

(ii) the appointment of a successor Trustee or successor Delaware Trustee pursuant to Section 8.08;

(iii) the filing of any claim under or the cancellation or modification of any fidelity bond and errors and omissions coverage pursuant to Section 3.01 and Section 3.06 with respect to the Servicer;

(iv) any change in the location of the Certificate Account, any Custodial Account for P&I or the Investment Account;

(v) the purchase of any Mortgage Loan by the Company pursuant to Section 2.08 or by the Seller pursuant to the Mortgage Loan Purchase Agreement, or the purchase of the outstanding Mortgage Loans pursuant to Section 9.01;

(vi) the occurrence of the final Distribution Date or the termination of the Trust pursuant to Section 9.01(a)(ii);

(vii) the failure of the Servicer to make a Monthly P&I Advance pursuant to Section 4.02; and

(viii) the failure of the Servicer to make a determination by the close of business on the second Business Day prior a Distribution Date regarding whether it will make a Monthly P&I Advance for such Distribution Date pursuant to Section 4.02.

The Servicer shall provide copies of the statements pursuant to Section 4.02, Section 4.05, Section 3.13 or Section 3.15 or any other statements or reports to the Rating Agencies in such time and manner that such statements or determinations are required to be provided to Certificateholders.

Section 10.12. *Covenant Not to Place Trust Into Bankruptcy*. Each party hereto covenants that it shall not, until at least one year and one day after all Certificates have been paid in full, (i) take any action to file an involuntary bankruptcy petition against the Trust, or (ii) institute against the Trust, or join in any institution against the Trust of, any bankruptcy or insolvency proceedings under any federal or state bankruptcy, insolvency or similar law. In addition, each Certificateholder or Beneficial Owner, by accepting and holding a Certificate or an interest therein, agrees it shall not, until at least one year and one day after all Certificates have been paid in full, take any action to file an involuntary bankruptcy petition against the Trust.

Section 10.13. *Covenant Not to Place Company Into Bankruptcy*. Each party hereto (other than the Company) covenants that it shall not, until at least one year and one day after all securities issued by any trust to which the Company has transferred property have been paid in full, take any action to file an involuntary bankruptcy petition against the Company. In addition, each Certificateholder or Beneficial Owner, by accepting and holding a Certificate or an interest therein, agrees it shall not, until at least one year and one day after all securities issued by any trust to which the Company has transferred property have been paid in full, take any action to file an involuntary bankruptcy petition against the Company.

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Document Link: http://www.bloomberglaw.com/ms/document/X78ANCHD6A8001

IN WITNESS WHEREOF, the Company, the Servicer, the Trustee and the Delaware Trustee have caused their names to be signed hereto by their respective officers, thereunto duly authorized, all as of the date first above written.

WaMu ASSET ACCEPTANCE CORP.

By: /s/ Barbara Loper
Name: Barbara Loper
Title: Vice President

WASHINGTON MUTUAL BANK
as Servicer

By: /s/ Barbara Fickle
Name: Barbara Fickle
Title: Assistant Vice President

LASALLE BANK NATIONAL ASSOCIATION,
as Trustee

By: /s/ Rita Lopez
Name: Rita Lopez
Title: Vice President

CHRISTIANA BANK & TRUST COMPANY,
as Delaware Trustee

By: /s/ James M. Young
Name: James M. Young
Title: Assistant Vice President

[Signature page to Pooling and Servicing Agreement for WMALT Series 2006-5]

Appendix 1: Definition of Class LT Principal Reduction Amounts

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For any Distribution Date, the amounts by which the Principal Balances of the Class LT1, LT2, LT3 and LT4 Regular Interests, respectively, will be reduced on such Distribution Date by the allocation of Realized Losses and the distribution of principal, determined as follows:

For purposes of the succeeding formulas the following symbols shall have the meanings set forth below:

Y_1 = the Principal Balance of the Class LT1 Regular Interest after distributions and the allocation of Realized Losses on the prior Distribution Date.

Y_2 = the Class Principal Balance of the Class LT2 Regular Interest after distributions and the allocation of Realized Losses on the prior Distribution Date.

Y_3 = the Class Principal Balance of the Class LT3 Regular Interest after distributions and the allocation of Realized Losses on the prior Distribution Date.

Y_4 = the Class Principal Balance of the Class LT4 Regular Interest after distributions and the allocation of Realized Losses on the prior Distribution Date (note: $Y_3 = Y_4$).

ΔY_1 = the REMIC I Regular Interest LT1 Principal Reduction Amount.

ΔY_2 = the REMIC I Regular Interest LT2 Principal Reduction Amount.

ΔY_3 = the REMIC I Regular Interest LT3 Principal Reduction Amount.

ΔY_4 = the REMIC I Regular Interest LT4 Principal Reduction Amount.

P_0 = the aggregate Principal Balance of the Class LT1, LT2, LT3 and LT4 Regular Interests after distributions and the allocation of Realized Losses on the prior Distribution Date.

P_1 = the aggregate Principal Balance of the Class LT1, LT2, LT3 and LT4 Regular Interest after distributions and the allocation of Realized Losses to be made on such Distribution Date.

ΔP = $P_0 - P_1$ = the aggregate of the Class LT1, LT2, LT3 and LT4 Principal Reduction Amounts.

= the aggregate of the principal portions of Realized Losses to be allocated to, and the principal distributions to be made on, the Group 3 Certificates on such Distribution Date (including distributions deemed made on the Class 3-C Certificates in respect of the Class 3-C-L Regular Interest and treated pursuant to the provisions of footnote (24) to the table of REMIC III Interests as payments of principal on the 3-C-L-PO Regular Interest or of accrued and unpaid interest on the 3-C-L-IO for prior Distribution Dates).

R_0 = the Group 3 Weighted Average Pass-Through Rate (stated as a monthly rate) applicable for distributions to be made on such Distribution Date after giving effect to amounts distributed and Realized Losses allocated on the prior Distribution Date.

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R_1 = the Group 3 Weighted Average Pass-Through Rate (stated as a monthly rate) applicable for distributions to be made on the next succeeding Distribution Date after giving effect to amounts to be distributed and Realized Losses to be allocated on such Distribution Date.

α = $(Y_2 + Y_3)/P_0$. The initial value of α on the Closing Date for use on the first Distribution Date shall be 0.0001.

γ_0 = the lesser of (A) the sum for all Classes of Group 3 Certificates, other than the Class 3-C Certificates, of the product for each Class of (i) the monthly interest rate (as limited by the Group 3 Weighted Average Pass-Through Rate, if applicable) for such Class applicable for distributions to be made on such Distribution Date and (ii) the aggregate Certificate Principal Balance for such Class after distributions and the allocation of Realized Losses on the prior Distribution Date and (B) R_0*P_0.

γ_1 = the lesser of (A) the sum for all Classes of Certificates, other than the Class 3-C Certificates, of the product for each Class of (i) the monthly interest rate (as limited by the Group 3 Weighted Average Pass-Through Rate, if applicable) for such Class applicable for distributions to be made on the next succeeding Distribution Date and (ii) the aggregate Certificate Principal Balance for such Class after distributions and the allocation of Realized Losses to be made on such Distribution Date and (B) R_1*P_1.

Then, based on the foregoing definitions:

$\Delta Y_1 = \Delta P - \Delta Y_2 - \Delta Y_3 - \Delta Y_4$;

$\Delta Y_2 = (\alpha/2)\{(\gamma_0 R_1 - \gamma_1 R_0)/R_0 R_1\}$;

$\Delta Y_3 = \alpha\Delta P - \Delta Y_2$; and

$\Delta Y_4 = \Delta Y_3$.

if both ΔY_2 and ΔY_3, as so determined, are non-negative numbers or both ΔY_2 and ΔY_3, as so determined, are negative numbers. Otherwise:

(1) If ΔY_2, as so determined, is negative, then

$\Delta Y_2 = 0$;

$\Delta Y_3 = \alpha\{\gamma_1 R_0 P_0 - \gamma_0 R_1 P_1\}/\{\gamma_1 R_0\}$;

$\Delta Y_4 = \Delta Y_3$; and

$\Delta Y_1 = \Delta P - \Delta Y_2 - \Delta Y_3 - \Delta Y_4$.

(2) If ΔY , as so determined, is negative, then

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$\Delta Y_3 = 0$;

$\Delta Y_2 = \alpha\{ \gamma_0 R_1 P_1 - \gamma_1 R_0 P_0\}/\{2R_1 R_0 P_1 - \gamma_1 R_0\}$;

$\Delta Y_4 = \Delta Y_3$; and

$\Delta Y_1 = \Delta P - \Delta Y_2 - \Delta Y_3 - \Delta Y_4$.

In the execution copy of this Agreement, symbols are represented by the following labels; in any conformed copy of this Agreement, such symbols may be represented by characters other than numerals and the upper and lower case letters of the alphabet and standard punctuation, including, without limitation, Greek letters and mathematical symbols.

Example:

a	alpha
Δ	delta
g	gamma

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Exhibit A
CUSIP 93934N AA 3

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 1-A-1

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a “regular interest” in a “real estate mortgage investment conduit,” as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended. The issue date of this Certificate is June 29, 2006.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Trust or its agent for registration of transfer, exchange, or payment, and any Certificate issued is registered in the name of Cede & Co. or such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

WMALT Series 2006-5	Portion of the Class 1-A-1 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$110,000,000.00

Class 1-A-1 Certificate Interest Rate:	Variable
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 1-A-1 Principal Balance as of the Cut-Off Date:	$110,000,000.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93934N AB 1

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 1-A-2

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family

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mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a “regular interest” in a “real estate mortgage investment conduit,” as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended. The issue date of this Certificate is June 29, 2006.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Trust or its agent for registration of transfer, exchange, or payment, and any Certificate issued is registered in the name of Cede & Co. or such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

WMALT Series 2006-5	Portion of the Class 1-A-2 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$22,700,000.00

Class 1-A-2 Certificate Interest Rate:	6.000%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 1-A-2 Principal Balance as of the Cut-Off Date:	$22,700,000.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93934N AC 9

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 1-A-3

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a “regular interest” in a “real estate mortgage investment conduit,” as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended. The issue date of this Certificate is June 29, 2006.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Trust or its agent for registration of transfer, exchange, or payment, and any Certificate issued is registered in the name of Cede & Co. or

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such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

WMALT Series 2006-5	Portion of the Class 1-A-3 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$72,459,600.00

Class 1-A-3 Certificate Interest Rate:	6.000%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 1-A-3 Principal Balance as of the Cut-Off Date:	$72,459,600.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93934N AD 7

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 1-A-4

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a “regular interest” in a “real estate mortgage investment conduit,” as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended. The issue date of this Certificate is June 29, 2006.

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WMALT Series 2006-5	Portion of the Class 1-A-4 Notional Amount as of the Cut-Off Date Evidenced by this Certificate:	$110,000,000.00

Class 1-A-4 Certificate Interest Rate:	Variable, applied to the Class 1-A-4 Notional Amount

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Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 1-A-4 Principal Balance as of the Cut-Off Date:	$0.00
Class 1-A-4 Notional Amount as of the Cut-Off Date:	$110,000,000.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP93934N AE 5

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 1-A-5

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

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WMALT Series 2006-5	Portion of the Class 1-A-5 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$17,960,000.00

Class 1-A-5 Certificate Interest Rate:	6.000%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 1-A-5 Principal Balance as of the Cut-Off Date:	$17,960,000.00

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Cede & Co.
Registered Owner

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WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 1-A-6

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

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WMALT Series 2006-5	Portion of the Class 1-A-6 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$11,740,000.00

Class 1-A-6 Certificate Interest Rate:	6.000%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 1-A-6 Principal Balance as of the Cut-Off Date:	$11,740,000.00

Cede & Co.
Registered Owner

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WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 1-A-7

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

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WMALT Series 2006-5	Portion of the Class 1-A-7 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$12,500,000.00

Class 1-A-7 Certificate Interest Rate:	Variable
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 1-A-7 Principal Balance as of the Cut-Off Date:	$12,500,000.00

Cede & Co.
Registered Owner

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WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

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Class 1-A-8

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

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WMALT Series 2006-5	Portion of the Class 1-A-8 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$7,500,000.00

Class 1-A-8 Certificate Interest Rate:	5.750%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 1-A-8 Principal Balance as of the Cut-Off Date:	$7,500,000.00

Cede & Co.
Registered Owner

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WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 1-A-9

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

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WMALT Series 2006-5	Portion of the Class 1-A-9 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$7,500,000.00

Class 1-A-9 Certificate Interest Rate:	6.250%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 1-A-9 Principal Balance as of the Cut-Off Date:	$7,500,000.00

Cede & Co.
Registered Owner

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WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 1-A-10

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

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is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

WMALT Series 2006-5	Portion of the Class 1-A-10 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$22,932,600.00

Class 1-A-10 Certificate Interest Rate:	6.000%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 1-A-10 Principal Balance as of the Cut-Off Date:	$22,932,600.00

Cede & Co.
Registered Owner

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WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 1-A-11

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

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WMALT Series 2006-5	Portion of the Class 1-A-11 Principal Balance as of the Cut-	$14,500,000.00

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Off Date Evidenced by this Certificate:

Class 1-A-11 Certificate Interest Rate:	6.000%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 1-A-11 Principal Balance as of the Cut-Off Date:	$14,500,000.00

Cede & Co.
Registered Owner

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WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 1-A-12

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

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WMALT Series 2006-5	Portion of the Class 1-A-12 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$14,940,000.00

Class 1-A-12 Certificate Interest Rate:	Variable
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 1-A-12 Principal Balance as of the Cut-Off Date:	$14,940,000.00

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WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 1-A-13

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

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The Class 1-A-13 Certificates will provide credit support to certain Classes of Certificates, as described in the Pooling Agreement.

WMALT Series 2006-5	Portion of the Class 1-A-13 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$1,000,000.00

Class 1-A-13 Certificate Interest Rate:	6.000%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 1-A-13 Principal Balance as of the Cut-Off Date:	$1,000,000.00

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WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 1-A-14

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

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The Class 1-A-14 Certificates will provide credit support to certain Classes of Certificates, as described in the Pooling Agreement.

WMALT Series 2006-5	Portion of the Class 1-A-14 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$2,370,200.00

Class 1-A-14 Certificate Interest Rate:	6.000%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 1-A-14 Principal Balance as of the Cut-Off Date:	$2,370,200.00

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Registered Owner

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WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 2-CB-1

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

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WMALT Series 2006-5	Portion of the Class 2-CB-1 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$144,190,000.00

Class 2-CB-1 Certificate Interest Rate:	6.000%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 2-CB-1 Principal Balance as of the Cut-Off Date:	$144,190,000.00

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WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 2-CB-2

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

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WMALT Series 2006-5	Portion of the Class 2-CB-2 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$66,846,000.00

Class 2-CB-2 Certificate Interest Rate:	Variable
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 2-CB-2 Principal Balance as of the Cut-Off Date:	$66,846,000.00

Cede & Co.
Registered Owner

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WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 2-CB-3

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WMALT Series 2006-5	Portion of the Class 2-CB-3 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$44,564,000.00

Class 2-CB-3 Certificate Interest Rate:	6.000%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 2-CB-3 Principal Balance as of the Cut-Off Date:	$44,564,000.00

Cede & Co.
Registered Owner

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WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 2-CB-4

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WMALT Series 2006-5	Portion of the Class 2-CB-4 Notional Amount as of the Cut-Off Date Evidenced by this Certificate:	$66,846,000.00

Class 2-CB-4 Certificate Interest Rate:	Variable, applied to the Class 2-CB-4 Notional Amount
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 2-CB-4 Principal Balance as of the Cut-Off Date:	$0.00
Class 2-CB-4 Notional Amount as of the Cut-Off Date:	$66,846,000.00

Cede & Co.
Registered Owner

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WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 2-CB-5

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WMALT Series 2006-5	Portion of the Class 2-CB-5 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$7,536,000.00

Class 2-CB-5 Certificate Interest Rate:	6.500%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 2-CB-5 Principal Balance as of the Cut-Off Date:	$7,536,000.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93934N AV 7

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 2-CB-6

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a “regular interest” in a “real estate mortgage investment conduit,” as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended. The issue date of this Certificate is June 29, 2006.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Trust or its agent for registration of transfer, exchange, or payment, and any Certificate issued is registered in the name of Cede & Co. or such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

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WMALT Series 2006-5	Portion of the Class 2-CB-6 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$45,860,700.00

Class 2-CB-6 Certificate Interest Rate:	6.000%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 2-CB-6 Principal Balance as of the Cut-Off Date:	$45,860,700.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93934N AW5

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 2-CB-7

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a “regular interest” in a “real estate mortgage investment conduit,” as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended. The issue date of this Certificate is June 29, 2006.

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WMALT Series 2006-5	Portion of the Class 2-CB-7 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$49,255,300.00

Class 2-CB-7 Certificate Interest Rate:	6.000%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 2-CB-7 Principal Balance as of the Cut-Off Date:	$49,255,300.00

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Exhibit A
CUSIP 93934N AX 3

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 2-CB-8

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a “regular interest” in a “real estate mortgage investment conduit,” as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended. The issue date of this Certificate is June 29, 2006.

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The Class 2-CB-8 Certificates will provide credit support to certain Classes of Certificates, as described in the Pooling Agreement.

WMALT Series 2006-5	Portion of the Class 2-CB-8 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$4,383,000.00

Class 2-CB-8 Certificate Interest Rate:	6.000%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 2-CB-8 Principal Balance as of the Cut-Off Date:	$4,383,000.00

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Exhibit A
CUSIP 93934N AY 1

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 2-CB-9

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

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The Class 2-CB-9 Certificates will provide credit support to certain Classes of Certificates, as described in the Pooling Agreement.

WMALT Series 2006-5	Portion of the Class 2-CB-9 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$6,144,000.00

Class 2-CB-9 Certificate Interest Rate:	6.500%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 2-CB-9 Principal Balance as of the Cut-Off Date:	$6,144,000.00

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Registered Owner

Exhibit A
CUSIP 93934N BD 6

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 2-CB-P

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

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WMALT Series 2006-5	Portion of the Class 2-CB-P Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$1,140,000.00

Class 2-CB-P Certificate Interest Rate:	0.00%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 2-CB-P Principal Balance as of the Cut-Off Date:	$1,140,000.00

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WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 4-A-1

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

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WMALT Series 2006-5	Portion of the Class 4-A-1 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$44,164,709.00

Class 4-A-1 Certificate Interest Rate:	6.000%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2021
Class 4-A-1 Principal Balance as of the Cut-Off Date:	$44,164,709.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93934N BA 2

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 4-A-2

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

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The Class 4-A-2 Certificates will provide credit support to certain Classes of Certificates, as described in the Pooling Agreement.

WMALT Series 2006-5	Portion of the Class 4-A-2 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$2,032,685.00

Class 4-A-2 Certificate Interest Rate:	6.000%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2021
Class 4-A-2 Principal Balance as of the Cut-Off Date:	$2,032,685.00

Cede & Co.
Registered Owner

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CUSIP 93934N BB 0

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class C-X

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

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his Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents

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ownership of a “regular interest” in a “real estate mortgage investment conduit,” as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended. The issue date of this Certificate is June 29, 2006.

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WMALT Series 2006-5	Portion of the Class C-X Notional Amount as of the Cut-Off Date Evidenced by this Certificate:	$30,256,747.00

Class C-X Certificate Interest Rate:	6.500%, applied to the Class C-X Notional Amount
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class C-X Principal Balance as of the Cut-Off Date:	$0.00
Class C-X Notional Amount as of the Cut-Off Date:	$30,256,747.00

Cede & Co.
Registered Owner

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WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class C-P

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

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such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

WMALT Series 2006-5	Portion of the Class C-P Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$2,557,465.00

Class C-P Certificate Interest Rate:	0.00%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class C-P Principal Balance as of the Cut-Off Date:	$2,557,465.00

Cede & Co.
Registered Owner

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CUSIP 93934N BE 4

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class L-B-1

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

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NO TRANSFER OF THIS CLASS L-B-1 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS RECEIVED (I) AN OFFICER’S CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(g) OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER’S CERTIFICATE, AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF THIS CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY (INCLUDING OBLIGATIONS OR LIABILITIES UNDER

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SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS CLASS L-B-1 CERTIFICATE TO DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN OFFICER'S CERTIFICATE (AND, IF APPLICABLE, A BENEFIT PLAN OPINION), AS DESCRIBED IN THE FOREGOING PARAGRAPH, SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:

1. ANY TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO HAVE REPRESENTED, BY VIRTUE OF ITS ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN), THAT EITHER (A) SUCH TRANSFEREE IS NOT AN EMPLOYEE BENEFIT OR OTHER PLAN SUBJECT TO THE PROHIBITED TRANSACTION PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE, OR ANY PERSON (INCLUDING AN INVESTMENT MANAGER, A NAMED FIDUCIARY OR A TRUSTEE OF ANY SUCH PLAN) ACTING, DIRECTLY OR INDIRECTLY, ON BEHALF OF OR PURCHASING THIS CERTIFICATE WITH "PLAN ASSETS" OF ANY SUCH PLAN (A "PLAN INVESTOR"), (B) SUCH TRANSFEREE IS AN INSURANCE COMPANY, THE SOURCE OF FUNDS TO BE USED BY IT TO ACQUIRE OR HOLD THIS CERTIFICATE IS AN "INSURANCE COMPANY GENERAL ACCOUNT" (WITHIN THE MEANING OF DEPARTMENT OF LABOR PROHIBITED TRANSACTION CLASS EXEMPTION ("PTCE") 95-60), AND THE CONDITIONS IN SECTIONS I AND III OF PTCE 95-60 HAVE BEEN SATISFIED (EACH ENTITY THAT SATISFIES THIS CLAUSE (B), A "COMPLYING INSURANCE COMPANY") OR (C) THIS CERTIFICATE WAS RATED "BBB-" OR BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES AT THE TIME OF SUCH TRANSFEREE'S ACQUISITION OF THIS CERTIFICATE (OR INTEREST HEREIN); AND

2. IF THIS CERTIFICATE (OR ANY INTEREST HEREIN) IS ACQUIRED OR HELD IN VIOLATION OF THE PROVISIONS OF THE PRECEDING PARAGRAPH, THEN THE LAST PRECEDING TRANSFEREE THAT EITHER (I) IS NOT A PLAN INVESTOR, (II) IS A COMPLYING INSURANCE COMPANY OR (III) ACQUIRED THIS CERTIFICATE AT A TIME WHEN THIS CERTIFICATE WAS RATED "BBB-" OR BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES SHALL BE RESTORED, TO THE EXTENT PERMITTED BY LAW, TO ALL RIGHTS AND OBLIGATIONS AS BENEFICIAL HOLDER THEREOF RETROACTIVE TO THE DATE OF TRANSFER OF THIS CERTIFICATE BY SUCH PRECEDING TRANSFEREE. NEITHER THE TRUST NOR THE TRUSTEE SHALL BE UNDER ANY LIABILITY TO ANY PERSON FOR MAKING ANY PAYMENTS DUE ON THIS CERTIFICATE TO SUCH PRECEDING TRANSFEREE.

ANY PURPORTED BENEFICIAL HOLDER WHOSE ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN) WAS EFFECTED IN VIOLATION OF THE RESTRICTIONS IN SECTION 5.01(g) OF THE POOLING AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER, THE TRUST AND EACH UNDERWRITER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, COSTS OR EXPENSES INCURRED BY SUCH PARTIES AS A RESULT OF SUCH ACQUISITION OR HOLDING.

The Class L-B-1 Certificates will be subordinate in right of payment to and provide credit support to certain Classes of Certificates, as described in the Pooling Agreement.

WMALT Series 2006-5	Portion of the Class L-B-1 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$19,514,000.00

Class L-B-1 Certificate Interest Rate:	6.000%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class L-B-1 Principal Balance as of the Cut-Off Date:	$19,514,000.00

Cede & Co.
Registered Owner

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Exhibit A
CUSIP 93934N BF 1

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class L-B-2

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

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NO TRANSFER OF THIS CLASS L-B-2 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS RECEIVED (I) AN OFFICER'S CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(g) OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER'S CERTIFICATE, AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF THIS CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY (INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS CLASS L-B-2 CERTIFICATE TO DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN OFFICER'S CERTIFICATE (AND, IF APPLICABLE, A BENEFIT PLAN OPINION), AS DESCRIBED IN THE FOREGOING PARAGRAPH, SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:

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ANY PURPORTED BENEFICIAL HOLDER WHOSE ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN) WAS EFFECTED IN VIOLATION OF THE RESTRICTIONS IN SECTION 5.01(g) OF THE POOLING AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER, THE TRUST AND EACH UNDERWRITER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, COSTS OR EXPENSES INCURRED BY SUCH PARTIES AS A RESULT OF SUCH ACQUISITION OR HOLDING.

The Class L-B-2 Certificates will be subordinate in right of payment to and provide credit support to certain Classes of Certificates, as described in the Pooling Agreement.

WMALT Series 2006-5	Portion of the Class L-B-2 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$8,585,000.00

Class L-B-2 Certificate Interest Rate:	6.000%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class L-B-2 Principal Balance as of the Cut-Off Date:	$8,585,000.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93934N BG 9

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class L-B-3

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a “regular interest” in a “real estate mortgage investment conduit,” as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended (the “Code”). The issue date of this Certificate is June 29, 2006.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Trust or its agent for registration of transfer, exchange, or payment, and any Certificate issued is registered in the name of Cede & Co. or such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

NO TRANSFER OF THIS CLASS L-B-3 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS RECEIVED (I) AN OFFICER’S

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CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(g) OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER'S CERTIFICATE, AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF THIS CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY (INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS CLASS L-B-3 CERTIFICATE TO DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN OFFICER'S CERTIFICATE (AND, IF APPLICABLE, A BENEFIT PLAN OPINION), AS DESCRIBED IN THE FOREGOING PARAGRAPH, SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:

1. ANY TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO HAVE REPRESENTED, BY VIRTUE OF ITS ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN), THAT EITHER (A) SUCH TRANSFEREE IS NOT AN EMPLOYEE BENEFIT OR OTHER PLAN SUBJECT TO THE PROHIBITED TRANSACTION PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE, OR ANY PERSON (INCLUDING AN INVESTMENT MANAGER, A NAMED FIDUCIARY OR A TRUSTEE OF ANY SUCH PLAN) ACTING, DIRECTLY OR INDIRECTLY, ON BEHALF OF OR PURCHASING THIS CERTIFICATE WITH "PLAN ASSETS" OF ANY SUCH PLAN (A "PLAN INVESTOR"), (B) SUCH TRANSFEREE IS AN INSURANCE COMPANY, THE SOURCE OF FUNDS TO BE USED BY IT TO ACQUIRE OR HOLD THIS CERTIFICATE IS AN "INSURANCE COMPANY GENERAL ACCOUNT" (WITHIN THE MEANING OF DEPARTMENT OF LABOR PROHIBITED TRANSACTION CLASS EXEMPTION ("PTCE") 95-60), AND THE CONDITIONS IN SECTIONS I AND III OF PTCE 95-60 HAVE BEEN SATISFIED (EACH ENTITY THAT SATISFIES THIS CLAUSE (B), A "COMPLYING INSURANCE COMPANY") OR (C) THIS CERTIFICATE WAS RATED "BBB-" OR BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES AT THE TIME OF SUCH TRANSFEREE'S ACQUISITION OF THIS CERTIFICATE (OR INTEREST HEREIN); AND

2. IF THIS CERTIFICATE (OR ANY INTEREST HEREIN) IS ACQUIRED OR HELD IN VIOLATION OF THE PROVISIONS OF THE PRECEDING PARAGRAPH, THEN THE LAST PRECEDING TRANSFEREE THAT EITHER (I) IS NOT A PLAN INVESTOR, (II) IS A COMPLYING INSURANCE COMPANY OR (III) ACQUIRED THIS CERTIFICATE AT A TIME WHEN THIS CERTIFICATE WAS RATED "BBB-" OR BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES SHALL BE RESTORED, TO THE EXTENT PERMITTED BY LAW, TO ALL RIGHTS AND OBLIGATIONS AS BENEFICIAL HOLDER THEREOF RETROACTIVE TO THE DATE OF TRANSFER OF THIS CERTIFICATE BY SUCH PRECEDING TRANSFEREE. NEITHER THE TRUST NOR THE TRUSTEE SHALL BE UNDER ANY LIABILITY TO ANY PERSON FOR MAKING ANY PAYMENTS DUE ON THIS CERTIFICATE TO SUCH PRECEDING TRANSFEREE.

ANY PURPORTED BENEFICIAL HOLDER WHOSE ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN) WAS EFFECTED IN VIOLATION OF THE RESTRICTIONS IN SECTION 5.01(g) OF THE POOLING AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER, THE TRUST AND EACH UNDERWRITER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, COSTS OR EXPENSES INCURRED BY SUCH PARTIES AS A RESULT OF SUCH ACQUISITION OR HOLDING.

The Class L-B-3 Certificates will be subordinate in right of payment to and provide credit support to certain Classes of Certificates, as described in the Pooling Agreement.

WMALT Series 2006-5	Portion of the Class L-B-3 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$4,682,000.00

Class L-B-3 Certificate Interest Rate:	6.000%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class L-B-3 Principal Balance as of the Cut-Off Date:	$4,682,000.00

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Cede & Co.
Registered Owner

Exhibit A
CUSIP 93934N BP 9

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class L-B-4

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

his Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a “regular interest” in a “real estate mortgage investment conduit,” as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended (the “Code”). The issue date of this Certificate is June 29, 2006.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THESE SECURITIES MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF REGISTRATION OR THE AVAILABILITY OF AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND EXCEPT IN ACCORDANCE WITH SECTION 5.01(f) OF THE POOLING AGREEMENT.

NO TRANSFER OF THIS CLASS L-B-4 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS RECEIVED AN INVESTMENT LETTER IN THE FORM DESCRIBED IN SECTION 5.01(f) OF THE POOLING AGREEMENT.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS CLASS L-B-4 CERTIFICATE TO DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN INVESTMENT LETTER, AS DESCRIBED IN THE FOREGOING PARAGRAPH, SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:

1. ANY TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO HAVE REPRESENTED, BY VIRTUE OF ITS ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN), THAT SUCH TRANSFEREE MEETS THE REQUIREMENTS SET FORTH IN THE INVESTMENT LETTER IN THE FORM DESCRIBED IN SECTION 5.01(f) OF THE POOLING AGREEMENT; AND

2. IF THIS CERTIFICATE (OR ANY INTEREST HEREIN) IS ACQUIRED OR HELD IN VIOLATION OF THE PROVISIONS OF THE PRECEDING PARAGRAPH, THEN THE LAST PRECEDING TRANSFEREE MEETING THE REQUIREMENTS SET FORTH IN THE INVESTMENT LETTER IN THE FORM DESCRIBED IN SECTION 5.01(f) OF THE POOLING AGREEMENT SHALL BE RESTORED, TO THE EXTENT PERMITTED BY LAW, TO ALL RIGHTS AND OBLIGATIONS AS BENEFICIAL HOLDER THEREOF RETROACTIVE TO THE DATE OF TRANSFER OF THIS CERTIFICATE BY SUCH PRECEDING TRANSFEREE. NEITHER THE TRUST NOR THE TRUSTEE SHALL BE UNDER ANY LIABILITY TO ANY PERSON FOR MAKING ANY PAYMENTS DUE ON THIS CERTIFICATE TO SUCH PRECEDING TRANSFEREE.

NO TRANSFER OF THIS CLASS L-B-4 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS RECEIVED (I) AN OFFICER’S CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(d) OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER’S CERTIFICATE, AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF THIS CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY (INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY.

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NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS CLASS L-B-4 CERTIFICATE TO DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN OFFICER'S CERTIFICATE (AND, IF APPLICABLE, A BENEFIT PLAN OPINION), AS DESCRIBED IN THE FOREGOING PARAGRAPH, SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:

1. ANY TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO HAVE REPRESENTED, BY VIRTUE OF ITS ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN), THAT EITHER (A) SUCH TRANSFEREE IS NOT AN EMPLOYEE BENEFIT OR OTHER PLAN SUBJECT TO THE PROHIBITED TRANSACTION PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE, OR ANY PERSON (INCLUDING AN INVESTMENT MANAGER, A NAMED FIDUCIARY OR A TRUSTEE OF ANY SUCH PLAN) ACTING, DIRECTLY OR INDIRECTLY, ON BEHALF OF OR PURCHASING THIS CERTIFICATE WITH "PLAN ASSETS" OF ANY SUCH PLAN (A "PLAN INVESTOR") OR (B) SUCH TRANSFEREE IS AN INSURANCE COMPANY, THE SOURCE OF FUNDS TO BE USED BY IT TO ACQUIRE OR HOLD THIS CERTIFICATE IS AN "INSURANCE COMPANY GENERAL ACCOUNT" (WITHIN THE MEANING OF DEPARTMENT OF LABOR PROHIBITED TRANSACTION CLASS EXEMPTION ("PTCE") 95-60), AND THE CONDITIONS IN SECTIONS I AND III OF PTCE 95-60 HAVE BEEN SATISFIED (EACH ENTITY THAT SATISFIES THIS CLAUSE (B), A "COMPLYING INSURANCE COMPANY"); AND

2. IF THIS CERTIFICATE (OR ANY INTEREST HEREIN) IS ACQUIRED OR HELD IN VIOLATION OF THE PROVISIONS OF THE PRECEDING PARAGRAPH, THEN THE LAST PRECEDING TRANSFEREE THAT EITHER (I) IS NOT A PLAN INVESTOR OR (II) IS A COMPLYING INSURANCE COMPANY SHALL BE RESTORED, TO THE EXTENT PERMITTED BY LAW, TO ALL RIGHTS AND OBLIGATIONS AS BENEFICIAL HOLDER THEREOF RETROACTIVE TO THE DATE OF TRANSFER OF THIS CERTIFICATE BY SUCH PRECEDING TRANSFEREE. NEITHER THE TRUST NOR THE TRUSTEE SHALL BE UNDER ANY LIABILITY TO ANY PERSON FOR MAKING ANY PAYMENTS DUE ON THIS CERTIFICATE TO SUCH PRECEDING TRANSFEREE.

ANY PURPORTED BENEFICIAL HOLDER WHOSE ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN) WAS EFFECTED IN VIOLATION OF THE RESTRICTIONS IN SECTION 5.01(d) OF THE POOLING AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER, THE TRUST AND EACH UNDERWRITER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, COSTS OR EXPENSES INCURRED BY SUCH PARTIES AS A RESULT OF SUCH ACQUISITION OR HOLDING.

The Class L-B-4 Certificates will be subordinate in right of payment to and provide credit support to certain Classes of Certificates, as described in the Pooling Agreement.

WMALT Series 2006-5	Portion of the Class L-B-4 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$4,682,000.00

Class L-B-4 Certificate Interest Rate:	6.000%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class L-B-4 Principal Balance as of the Cut-Off Date:	$4,682,000.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93934N BQ 7

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WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class L-B-5

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

his Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a “regular interest” in a “real estate mortgage investment conduit,” as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended (the “Code”). The issue date of this Certificate is June 29, 2006.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THESE SECURITIES MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF REGISTRATION OR THE AVAILABILITY OF AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND EXCEPT IN ACCORDANCE WITH SECTION 5.01(f) OF THE POOLING AGREEMENT.

NO TRANSFER OF THIS CLASS L-B-5 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS RECEIVED AN INVESTMENT LETTER IN THE FORM DESCRIBED IN SECTION 5.01(f) OF THE POOLING AGREEMENT.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS CLASS L-B-5 CERTIFICATE TO DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN INVESTMENT LETTER, AS DESCRIBED IN THE FOREGOING PARAGRAPH, SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:

1. ANY TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO HAVE REPRESENTED, BY VIRTUE OF ITS ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN), THAT SUCH TRANSFEREE MEETS THE REQUIREMENTS SET FORTH IN THE INVESTMENT LETTER IN THE FORM DESCRIBED IN SECTION 5.01(f) OF THE POOLING AGREEMENT; AND

2. IF THIS CERTIFICATE (OR ANY INTEREST HEREIN) IS ACQUIRED OR HELD IN VIOLATION OF THE PROVISIONS OF THE PRECEDING PARAGRAPH, THEN THE LAST PRECEDING TRANSFEREE MEETING THE REQUIREMENTS SET FORTH IN THE INVESTMENT LETTER IN THE FORM DESCRIBED IN SECTION 5.01(f) OF THE POOLING AGREEMENT SHALL BE RESTORED, TO THE EXTENT PERMITTED BY LAW, TO ALL RIGHTS AND OBLIGATIONS AS BENEFICIAL HOLDER THEREOF RETROACTIVE TO THE DATE OF TRANSFER OF THIS CERTIFICATE BY SUCH PRECEDING TRANSFEREE. NEITHER THE TRUST NOR THE TRUSTEE SHALL BE UNDER ANY LIABILITY TO ANY PERSON FOR MAKING ANY PAYMENTS DUE ON THIS CERTIFICATE TO SUCH PRECEDING TRANSFEREE.

NO TRANSFER OF THIS CLASS L-B-5 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS RECEIVED (I) AN OFFICER’S CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(d) OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER’S CERTIFICATE, AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF THIS CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY (INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS CLASS L-B-5 CERTIFICATE TO DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN OFFICER’S CERTIFICATE (AND, IF APPLICABLE, A BENEFIT PLAN OPINION), AS DESCRIBED IN THE FOREGOING PARAGRAPH, SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:

1. ANY TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO HAVE REPRESENTED, BY VIRTUE OF ITS ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN), THAT EITHER (A) SUCH TRANSFEREE IS NOT AN EMPLOYEE BENEFIT OR OTHER PLAN SUBJECT TO THE PROHIBITED TRANSACTION PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE, OR ANY PERSON (INCLUDING AN INVESTMENT MANAGER, A NAMED FIDUCIARY OR A TRUSTEE OF ANY SUCH PLAN) ACTING, DIRECTLY OR INDIRECTLY, ON BEHALF OF OR PURCHASING THIS CERTIFICATE WITH “PLAN ASSETS” OF ANY SUCH PLAN (A “PLAN INVESTOR”) OR (B) SUCH TRANSFEREE IS AN INSURANCE COMPANY, THE SOURCE OF FUNDS TO BE USED BY IT TO ACQUIRE OR HOLD THIS CERTIFICATE IS AN “INSURANCE COMPANY GENERAL ACCOUNT” (WITHIN THE MEANING OF DEPARTMENT OF LABOR PROHIBITED TRANSACTION CLASS EXEMPTION (“PTCE”) 95-60), AND THE CONDITIONS

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IN SECTIONS I AND III OF PTCE 95-60 HAVE BEEN SATISFIED (EACH ENTITY THAT SATISFIES THIS CLAUSE (B), A "COMPLYING INSURANCE COMPANY"); AND

2. IF THIS CERTIFICATE (OR ANY INTEREST HEREIN) IS ACQUIRED OR HELD IN VIOLATION OF THE PROVISIONS OF THE PRECEDING PARAGRAPH, THEN THE LAST PRECEDING TRANSFEREE THAT EITHER (I) IS NOT A PLAN INVESTOR OR (II) IS A COMPLYING INSURANCE COMPANY SHALL BE RESTORED, TO THE EXTENT PERMITTED BY LAW, TO ALL RIGHTS AND OBLIGATIONS AS BENEFICIAL HOLDER THEREOF RETROACTIVE TO THE DATE OF TRANSFER OF THIS CERTIFICATE BY SUCH PRECEDING TRANSFEREE. NEITHER THE TRUST NOR THE TRUSTEE SHALL BE UNDER ANY LIABILITY TO ANY PERSON FOR MAKING ANY PAYMENTS DUE ON THIS CERTIFICATE TO SUCH PRECEDING TRANSFEREE.

ANY PURPORTED BENEFICIAL HOLDER WHOSE ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN) WAS EFFECTED IN VIOLATION OF THE RESTRICTIONS IN SECTION 5.01(d) OF THE POOLING AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER, THE TRUST AND EACH UNDERWRITER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, COSTS OR EXPENSES INCURRED BY SUCH PARTIES AS A RESULT OF SUCH ACQUISITION OR HOLDING.

The Class L-B-5 Certificates will be subordinate in right of payment to and provide credit support to certain Classes of Certificates, as described in the Pooling Agreement.

WMALT Series 2006-5	Portion of the Class L-B-5 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$3,512,000.00

Class L-B-5 Certificate Interest Rate:	6.000%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class L-B-5 Principal Balance as of the Cut-Off Date:	$3,512,000.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93934N BR 5

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class L-B-6

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

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This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a "regular interest" in a "real estate mortgage investment conduit," as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended (the "Code"). The issue date of this Certificate is June 29, 2006.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THESE SECURITIES MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF REGISTRATION OR THE AVAILABILITY OF AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND EXCEPT IN ACCORDANCE WITH SECTION 5.01(f) OF THE POOLING AGREEMENT.

NO TRANSFER OF THIS CLASS L-B-6 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS RECEIVED AN INVESTMENT LETTER IN THE FORM DESCRIBED IN SECTION 5.01(f) OF THE POOLING AGREEMENT.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS CLASS L-B-6 CERTIFICATE TO DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN INVESTMENT LETTER, AS DESCRIBED IN THE FOREGOING PARAGRAPH, SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:

1. ANY TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO HAVE REPRESENTED, BY VIRTUE OF ITS ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN), THAT SUCH TRANSFEREE MEETS THE REQUIREMENTS SET FORTH IN THE INVESTMENT LETTER IN THE FORM DESCRIBED IN SECTION 5.01(f) OF THE POOLING AGREEMENT; AND

2. IF THIS CERTIFICATE (OR ANY INTEREST HEREIN) IS ACQUIRED OR HELD IN VIOLATION OF THE PROVISIONS OF THE PRECEDING PARAGRAPH, THEN THE LAST PRECEDING TRANSFEREE MEETING THE REQUIREMENTS SET FORTH IN THE INVESTMENT LETTER IN THE FORM DESCRIBED IN SECTION 5.01(f) OF THE POOLING AGREEMENT SHALL BE RESTORED, TO THE EXTENT PERMITTED BY LAW, TO ALL RIGHTS AND OBLIGATIONS AS BENEFICIAL HOLDER THEREOF RETROACTIVE TO THE DATE OF TRANSFER OF THIS CERTIFICATE BY SUCH PRECEDING TRANSFEREE. NEITHER THE TRUST NOR THE TRUSTEE SHALL BE UNDER ANY LIABILITY TO ANY PERSON FOR MAKING ANY PAYMENTS DUE ON THIS CERTIFICATE TO SUCH PRECEDING TRANSFEREE.

NO TRANSFER OF THIS CLASS L-B-6 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS RECEIVED (I) AN OFFICER'S CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(d) OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER'S CERTIFICATE, AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF THIS CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY (INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS CLASS L-B-6 CERTIFICATE TO DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN OFFICER'S CERTIFICATE (AND, IF APPLICABLE, A BENEFIT PLAN OPINION), AS DESCRIBED IN THE FOREGOING PARAGRAPH, SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:

1. ANY TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO HAVE REPRESENTED, BY VIRTUE OF ITS ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN), THAT EITHER (A) SUCH TRANSFEREE IS NOT AN EMPLOYEE BENEFIT OR OTHER PLAN SUBJECT TO THE PROHIBITED TRANSACTION PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE, OR ANY PERSON (INCLUDING AN INVESTMENT MANAGER, A NAMED FIDUCIARY OR A TRUSTEE OF ANY SUCH PLAN) ACTING, DIRECTLY OR INDIRECTLY, ON BEHALF OF OR PURCHASING THIS CERTIFICATE WITH "PLAN ASSETS" OF ANY SUCH PLAN (A "PLAN INVESTOR") OR (B) SUCH TRANSFEREE IS AN INSURANCE COMPANY, THE SOURCE OF FUNDS TO BE USED BY IT TO ACQUIRE OR HOLD THIS CERTIFICATE IS AN "INSURANCE COMPANY GENERAL ACCOUNT" (WITHIN THE MEANING OF DEPARTMENT OF LABOR PROHIBITED TRANSACTION CLASS EXEMPTION ("PTCE") 95-60), AND THE CONDITIONS IN SECTIONS I AND III OF PTCE 95-60 HAVE BEEN SATISFIED (EACH ENTITY THAT SATISFIES THIS CLAUSE (B), A "COMPLYING INSURANCE COMPANY"); AND

2. IF THIS CERTIFICATE (OR ANY INTEREST HEREIN) IS ACQUIRED OR HELD IN VIOLATION OF THE PROVISIONS OF THE PRECEDING PARAGRAPH, THEN THE LAST PRECEDING TRANSFEREE THAT EITHER (I) IS NOT A PLAN INVESTOR OR (II) IS A COMPLYING INSURANCE COMPANY SHALL BE RESTORED, TO THE EXTENT PERMITTED BY LAW, TO ALL RIGHTS AND OBLIGATIONS AS BENEFICIAL HOLDER THEREOF RETROACTIVE TO THE DATE OF TRANSFER OF THIS CERTIFICATE BY SUCH PRECEDING TRANSFEREE. NEITHER THE TRUST NOR THE TRUSTEE SHALL BE UNDER ANY LIABILITY TO ANY PERSON FOR MAKING ANY PAYMENTS DUE ON THIS CERTIFICATE TO SUCH PRECEDING TRANSFEREE.

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ANY PURPORTED BENEFICIAL HOLDER WHOSE ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN) WAS EFFECTED IN VIOLATION OF THE RESTRICTIONS IN SECTION 5.01(d) OF THE POOLING AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER, THE TRUST AND EACH UNDERWRITER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, COSTS OR EXPENSES INCURRED BY SUCH PARTIES AS A RESULT OF SUCH ACQUISITION OR HOLDING.

The Class L-B-6 Certificates will be subordinate in right of payment to and provide credit support to certain Classes of Certificates, as described in the Pooling Agreement.

WMALT Series 2006-5	Portion of the Class L-B-6 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$2,734,976.00

Class L-B-6 Certificate Interest Rate:	6.000%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class L-B-6 Principal Balance as of the Cut-Off Date:	$2,734,976.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93935B AA 8

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 3-A-1A

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a “regular interest” in a “real estate mortgage investment conduit,” as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended, together with certain rights specified in the Pooling Agreement. The issue date of this Certificate is June 29, 2006.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Trust or its agent for registration of transfer, exchange, or payment, and any Certificate issued is registered in the name of Cede & Co. or such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

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WMALT Series 2006-5	Portion of the Class 3-A-1A Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$180,400,000.00

Class 3-A-1A Certificate Interest Rate:	Variable
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 3-A-1A Principal Balance as of the Cut-Off Date:	$180,400,000.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93935B AB 6

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 3-A-1B

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a “regular interest” in a “real estate mortgage investment conduit,” as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended, together with certain rights specified in the Pooling Agreement. The issue date of this Certificate is June 29, 2006.

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WMALT Series 2006-5	Portion of the Class 3-A-1B Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$79,561,211.00

Class 3-A-1B Certificate Interest Rate:	Variable
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036

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Class 3-A-1B Principal Balance as of the Cut-Off Date:	$79,561,211.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93935B AC 4

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 3-A-2

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a “regular interest” in a “real estate mortgage investment conduit,” as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended, together with certain rights specified in the Pooling Agreement. The issue date of this Certificate is June 29, 2006.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Trust or its agent for registration of transfer, exchange, or payment, and any Certificate issued is registered in the name of Cede & Co. or such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

WMALT Series 2006-5	Portion of the Class 3-A-2 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$55,886,044.00

Class 3-A-2 Certificate Interest Rate:	Variable
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 3-A-2 Principal Balance as of the Cut-Off Date:	$55,886,044.00

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Cede & Co.
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CUSIP 93935B AD 2

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 3-A-3

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a “regular interest” in a “real estate mortgage investment conduit,” as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended, together with certain rights specified in the Pooling Agreement. The issue date of this Certificate is June 29, 2006.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Trust or its agent for registration of transfer, exchange, or payment, and any Certificate issued is registered in the name of Cede & Co. or such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

WMALT Series 2006-5	Portion of the Class 3-A-3 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$94,709,638.00

Class 3-A-3 Certificate Interest Rate:	Variable
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 3-A-3 Principal Balance as of the Cut-Off Date:	$94,709,638.00

Cede & Co.
Registered Owner

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WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 3-A-4A

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a “regular interest” in a “real estate mortgage investment conduit,” as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended, together with certain rights specified in the Pooling Agreement. The issue date of this Certificate is June 29, 2006.

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WMALT Series 2006-5	Portion of the Class 3-A-4A Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$48,960,136.00

Class 3-A-4A Certificate Interest Rate:	Variable
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 3-A-4A Principal Balance as of the Cut-Off Date:	$48,960,136.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93935B AF 7

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 3-A-4B

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family

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mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

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WMALT Series 2006-5	Portion of the Class 3-A-4B Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$30,000,000.00

Class 3-A-4B Certificate Interest Rate:	Variable
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 3-A-4B Principal Balance as of the Cut-Off Date:	$30,000,000.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93935B AG 5

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 3-A-5

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate

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represents ownership of a “regular interest” in a “real estate mortgage investment conduit,” as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended, together with certain rights specified in the Pooling Agreement. The issue date of this Certificate is June 29, 2006.

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WMALT Series 2006-5	Portion of the Class 3-A-5 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$52,624,040.00

Class 3-A-5 Certificate Interest Rate:	Variable
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 3-A-5 Principal Balance as of the Cut-Off Date:	$52,624,040.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93935B AH 3

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 3-A-6

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a “regular interest” in a “real estate mortgage investment conduit,” as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended, together with certain rights specified in the Pooling Agreement. The issue date of this Certificate is June 29, 2006.

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WMALT Series 2006-5	Portion of the Class 3-A-6 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$59,693,842.00

Class 3-A-6 Certificate Interest Rate:	Variable
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 3-A-6 Principal Balance as of the Cut-Off Date:	$59,693,842.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93935B AJ 9

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 3-A-7

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a “regular interest” in a “real estate mortgage investment conduit,” as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended, together with certain rights specified in the Pooling Agreement. The issue date of this Certificate is June 29, 2006.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Trust or its agent for registration of transfer, exchange, or payment, and any Certificate issued is registered in the name of Cede & Co. or such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

WMALT Series 2006-5	Portion of the Class 3-A-7 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$1,492,347.00

Class 3-A-7 Certificate Interest Rate:	Variable
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006

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Last Scheduled Distribution Date:	July 25, 2036
Class 3-A-7 Principal Balance as of the Cut-Off Date:	$1,492,347.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93935B AK 6

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 3-M-1

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a “regular interest” in a “real estate mortgage investment conduit,” as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended (the “Code”), together with certain rights specified in the Pooling Agreement. The issue date of this Certificate is June 29, 2006.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Trust or its agent for registration of transfer, exchange, or payment, and any Certificate issued is registered in the name of Cede & Co. or such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

NO TRANSFER OF THIS CLASS 3-M-1 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS RECEIVED (I) AN OFFICER’S CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(g) OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER’S CERTIFICATE, AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF THIS CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY (INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS CLASS 3-M-1 CERTIFICATE TO DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN OFFICER’S CERTIFICATE (AND, IF APPLICABLE, A BENEFIT PLAN OPINION), AS DESCRIBED IN THE FOREGOING PARAGRAPH, SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:

1. ANY TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO HAVE REPRESENTED, BY VIRTUE OF ITS

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ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN), THAT EITHER (A) SUCH TRANSFEREE IS NOT AN EMPLOYEE BENEFIT OR OTHER PLAN SUBJECT TO THE PROHIBITED TRANSACTION PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE, OR ANY PERSON (INCLUDING AN INVESTMENT MANAGER, A NAMED FIDUCIARY OR A TRUSTEE OF ANY SUCH PLAN) ACTING, DIRECTLY OR INDIRECTLY, ON BEHALF OF OR PURCHASING THIS CERTIFICATE WITH "PLAN ASSETS" OF ANY SUCH PLAN (A "PLAN INVESTOR"), (B) SUCH TRANSFEREE IS AN INSURANCE COMPANY, THE SOURCE OF FUNDS TO BE USED BY IT TO ACQUIRE OR HOLD THIS CERTIFICATE IS AN "INSURANCE COMPANY GENERAL ACCOUNT" (WITHIN THE MEANING OF DEPARTMENT OF LABOR PROHIBITED TRANSACTION CLASS EXEMPTION ("PTCE") 95-60), AND THE CONDITIONS IN SECTIONS I AND III OF PTCE 95-60 HAVE BEEN SATISFIED (EACH ENTITY THAT SATISFIES THIS CLAUSE (B), A "COMPLYING INSURANCE COMPANY") OR (C) THIS CERTIFICATE WAS RATED "BBB-" OR BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES AT THE TIME OF SUCH TRANSFEREE'S ACQUISITION OF THIS CERTIFICATE (OR INTEREST HEREIN); AND

2. IF THIS CERTIFICATE (OR ANY INTEREST HEREIN) IS ACQUIRED OR HELD IN VIOLATION OF THE PROVISIONS OF THE PRECEDING PARAGRAPH, THEN THE LAST PRECEDING TRANSFEREE THAT EITHER (I) IS NOT A PLAN INVESTOR, (II) IS A COMPLYING INSURANCE COMPANY OR (III) ACQUIRED THIS CERTIFICATE AT A TIME WHEN THIS CERTIFICATE WAS RATED "BBB-" OR BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES SHALL BE RESTORED, TO THE EXTENT PERMITTED BY LAW, TO ALL RIGHTS AND OBLIGATIONS AS BENEFICIAL HOLDER THEREOF RETROACTIVE TO THE DATE OF TRANSFER OF THIS CERTIFICATE BY SUCH PRECEDING TRANSFEREE. NEITHER THE TRUST NOR THE TRUSTEE SHALL BE UNDER ANY LIABILITY TO ANY PERSON FOR MAKING ANY PAYMENTS DUE ON THIS CERTIFICATE TO SUCH PRECEDING TRANSFEREE.

ANY PURPORTED BENEFICIAL HOLDER WHOSE ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN) WAS EFFECTED IN VIOLATION OF THE RESTRICTIONS IN SECTION 5.01(g) OF THE POOLING AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER, THE TRUST AND EACH UNDERWRITER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, COSTS OR EXPENSES INCURRED BY SUCH PARTIES AS A RESULT OF SUCH ACQUISITION OR HOLDING.

The Class 3-M-1 Certificates will be subordinate in right of payment to and provide credit support to certain Classes of Certificates, as described in the Pooling Agreement.

WMALT Series 2006-5	Portion of the Class 3-M-1 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$8,525,276.00

Class 3-M-1 Certificate Interest Rate:	Variable
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 3-M-1 Principal Balance as of the Cut-Off Date:	$8,525,276.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93935B AL 4

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 3-M-2

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WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a "regular interest" in a "real estate mortgage investment conduit," as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended (the "Code"), together with certain rights specified in the Pooling Agreement. The issue date of this Certificate is June 29, 2006.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trust or its agent for registration of transfer, exchange, or payment, and any Certificate issued is registered in the name of Cede & Co. or such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

NO TRANSFER OF THIS CLASS 3-M-2 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS RECEIVED (I) AN OFFICER'S CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(g) OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER'S CERTIFICATE, AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF THIS CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY (INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS CLASS 3-M-2 CERTIFICATE TO DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN OFFICER'S CERTIFICATE (AND, IF APPLICABLE, A BENEFIT PLAN OPINION), AS DESCRIBED IN THE FOREGOING PARAGRAPH, SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:

1. ANY TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO HAVE REPRESENTED, BY VIRTUE OF ITS ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN), THAT EITHER (A) SUCH TRANSFEREE IS NOT AN EMPLOYEE BENEFIT OR OTHER PLAN SUBJECT TO THE PROHIBITED TRANSACTION PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE, OR ANY PERSON (INCLUDING AN INVESTMENT MANAGER, A NAMED FIDUCIARY OR A TRUSTEE OF ANY SUCH PLAN) ACTING, DIRECTLY OR INDIRECTLY, ON BEHALF OF OR PURCHASING THIS CERTIFICATE WITH "PLAN ASSETS" OF ANY SUCH PLAN (A "PLAN INVESTOR"), (B) SUCH TRANSFEREE IS AN INSURANCE COMPANY, THE SOURCE OF FUNDS TO BE USED BY IT TO ACQUIRE OR HOLD THIS CERTIFICATE IS AN "INSURANCE COMPANY GENERAL ACCOUNT" (WITHIN THE MEANING OF DEPARTMENT OF LABOR PROHIBITED TRANSACTION CLASS EXEMPTION ("PTCE") 95-60), AND THE CONDITIONS IN SECTIONS I AND III OF PTCE 95-60 HAVE BEEN SATISFIED (EACH ENTITY THAT SATISFIES THIS CLAUSE (B), A "COMPLYING INSURANCE COMPANY") OR (C) THIS CERTIFICATE WAS RATED "BBB-" OR BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES AT THE TIME OF SUCH TRANSFEREE'S ACQUISITION OF THIS CERTIFICATE (OR INTEREST HEREIN); AND

2. IF THIS CERTIFICATE (OR ANY INTEREST HEREIN) IS ACQUIRED OR HELD IN VIOLATION OF THE PROVISIONS OF THE PRECEDING PARAGRAPH, THEN THE LAST PRECEDING TRANSFEREE THAT EITHER (I) IS NOT A PLAN INVESTOR, (II) IS A COMPLYING INSURANCE COMPANY OR (III) ACQUIRED THIS CERTIFICATE AT A TIME WHEN THIS CERTIFICATE WAS RATED "BBB-" OR BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES SHALL BE RESTORED, TO THE EXTENT PERMITTED BY LAW, TO ALL RIGHTS AND OBLIGATIONS AS BENEFICIAL HOLDER THEREOF RETROACTIVE TO THE DATE OF TRANSFER OF THIS CERTIFICATE BY SUCH PRECEDING TRANSFEREE. NEITHER THE TRUST NOR THE TRUSTEE SHALL BE UNDER ANY LIABILITY TO ANY PERSON FOR MAKING ANY PAYMENTS DUE ON THIS CERTIFICATE TO SUCH PRECEDING TRANSFEREE.

ANY PURPORTED BENEFICIAL HOLDER WHOSE ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN) WAS EFFECTED IN VIOLATION OF THE RESTRICTIONS IN SECTION 5.01(g) OF THE POOLING AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER, THE TRUST AND EACH UNDERWRITER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, COSTS OR EXPENSES INCURRED BY SUCH PARTIES AS A RESULT OF SUCH ACQUISITION OR HOLDING.

The Class 3-M-2 Certificates will be subordinate in right of payment to and provide credit support to certain Classes of Certificates, as described in the Pooling Agreement.

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WMALT Series 2006-5	Portion of the Class 3-M-2 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$7,541,591.00

Class 3-M-2 Certificate Interest Rate:	Variable
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 3-M-2 Principal Balance as of the Cut-Off Date:	$7,541,591.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93935B AM 2

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 3-M-3

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a “regular interest” in a “real estate mortgage investment conduit,” as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended (the “Code”), together with certain rights specified in the Pooling Agreement. The issue date of this Certificate is June 29, 2006.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Trust or its agent for registration of transfer, exchange, or payment, and any Certificate issued is registered in the name of Cede & Co. or such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

NO TRANSFER OF THIS CLASS 3-M-3 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS RECEIVED (I) AN OFFICER’S CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(g) OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER’S CERTIFICATE, AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF THIS CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY (INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS CLASS 3-M-3 CERTIFICATE TO

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DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN OFFICER'S CERTIFICATE (AND, IF APPLICABLE, A BENEFIT PLAN OPINION), AS DESCRIBED IN THE FOREGOING PARAGRAPH, SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:

1. ANY TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO HAVE REPRESENTED, BY VIRTUE OF ITS ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN), THAT EITHER (A) SUCH TRANSFEREE IS NOT AN EMPLOYEE BENEFIT OR OTHER PLAN SUBJECT TO THE PROHIBITED TRANSACTION PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE, OR ANY PERSON (INCLUDING AN INVESTMENT MANAGER, A NAMED FIDUCIARY OR A TRUSTEE OF ANY SUCH PLAN) ACTING, DIRECTLY OR INDIRECTLY, ON BEHALF OF OR PURCHASING THIS CERTIFICATE WITH "PLAN ASSETS" OF ANY SUCH PLAN (A "PLAN INVESTOR"), (B) SUCH TRANSFEREE IS AN INSURANCE COMPANY, THE SOURCE OF FUNDS TO BE USED BY IT TO ACQUIRE OR HOLD THIS CERTIFICATE IS AN "INSURANCE COMPANY GENERAL ACCOUNT" (WITHIN THE MEANING OF DEPARTMENT OF LABOR PROHIBITED TRANSACTION CLASS EXEMPTION ("PTCE") 95-60), AND THE CONDITIONS IN SECTIONS I AND III OF PTCE 95-60 HAVE BEEN SATISFIED (EACH ENTITY THAT SATISFIES THIS CLAUSE (B), A "COMPLYING INSURANCE COMPANY") OR (C) THIS CERTIFICATE WAS RATED "BBB-" OR BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES AT THE TIME OF SUCH TRANSFEREE'S ACQUISITION OF THIS CERTIFICATE (OR INTEREST HEREIN); AND

2. IF THIS CERTIFICATE (OR ANY INTEREST HEREIN) IS ACQUIRED OR HELD IN VIOLATION OF THE PROVISIONS OF THE PRECEDING PARAGRAPH, THEN THE LAST PRECEDING TRANSFEREE THAT EITHER (I) IS NOT A PLAN INVESTOR, (II) IS A COMPLYING INSURANCE COMPANY OR (III) ACQUIRED THIS CERTIFICATE AT A TIME WHEN THIS CERTIFICATE WAS RATED "BBB-" OR BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES SHALL BE RESTORED, TO THE EXTENT PERMITTED BY LAW, TO ALL RIGHTS AND OBLIGATIONS AS BENEFICIAL HOLDER THEREOF RETROACTIVE TO THE DATE OF TRANSFER OF THIS CERTIFICATE BY SUCH PRECEDING TRANSFEREE. NEITHER THE TRUST NOR THE TRUSTEE SHALL BE UNDER ANY LIABILITY TO ANY PERSON FOR MAKING ANY PAYMENTS DUE ON THIS CERTIFICATE TO SUCH PRECEDING TRANSFEREE.

ANY PURPORTED BENEFICIAL HOLDER WHOSE ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN) WAS EFFECTED IN VIOLATION OF THE RESTRICTIONS IN SECTION 5.01(g) OF THE POOLING AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER, THE TRUST AND EACH UNDERWRITER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, COSTS OR EXPENSES INCURRED BY SUCH PARTIES AS A RESULT OF SUCH ACQUISITION OR HOLDING.

The Class 3-M-3 Certificates will be subordinate in right of payment to and provide credit support to certain Classes of Certificates, as described in the Pooling Agreement.

WMALT Series 2006-5	Portion of the Class 3-M-3 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$3,278,952.00

Class 3-M-3 Certificate Interest Rate:	Variable
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 3-M-3 Principal Balance as of the Cut-Off Date:	$3,278,952.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93935B AN 0

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WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 3-M-4

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a "regular interest" in a "real estate mortgage investment conduit," as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended (the "Code"), together with certain rights specified in the Pooling Agreement. The issue date of this Certificate is June 29, 2006.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trust or its agent for registration of transfer, exchange, or payment, and any Certificate issued is registered in the name of Cede & Co. or such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

NO TRANSFER OF THIS CLASS 3-M-4 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS RECEIVED (I) AN OFFICER'S CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(g) OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER'S CERTIFICATE, AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF THIS CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY (INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS CLASS 3-M-4 CERTIFICATE TO DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN OFFICER'S CERTIFICATE (AND, IF APPLICABLE, A BENEFIT PLAN OPINION), AS DESCRIBED IN THE FOREGOING PARAGRAPH, SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:

1. ANY TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO HAVE REPRESENTED, BY VIRTUE OF ITS ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN), THAT EITHER (A) SUCH TRANSFEREE IS NOT AN EMPLOYEE BENEFIT OR OTHER PLAN SUBJECT TO THE PROHIBITED TRANSACTION PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE, OR ANY PERSON (INCLUDING AN INVESTMENT MANAGER, A NAMED FIDUCIARY OR A TRUSTEE OF ANY SUCH PLAN) ACTING, DIRECTLY OR INDIRECTLY, ON BEHALF OF OR PURCHASING THIS CERTIFICATE WITH "PLAN ASSETS" OF ANY SUCH PLAN (A "PLAN INVESTOR"), (B) SUCH TRANSFEREE IS AN INSURANCE COMPANY, THE SOURCE OF FUNDS TO BE USED BY IT TO ACQUIRE OR HOLD THIS CERTIFICATE IS AN "INSURANCE COMPANY GENERAL ACCOUNT" (WITHIN THE MEANING OF DEPARTMENT OF LABOR PROHIBITED TRANSACTION CLASS EXEMPTION ("PTCE") 95-60), AND THE CONDITIONS IN SECTIONS I AND III OF PTCE 95-60 HAVE BEEN SATISFIED (EACH ENTITY THAT SATISFIES THIS CLAUSE (B), A "COMPLYING INSURANCE COMPANY") OR (C) THIS CERTIFICATE WAS RATED "BBB-" OR BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES AT THE TIME OF SUCH TRANSFEREE'S ACQUISITION OF THIS CERTIFICATE (OR INTEREST HEREIN); AND

2. IF THIS CERTIFICATE (OR ANY INTEREST HEREIN) IS ACQUIRED OR HELD IN VIOLATION OF THE PROVISIONS OF THE PRECEDING PARAGRAPH, THEN THE LAST PRECEDING TRANSFEREE THAT EITHER (I) IS NOT A PLAN INVESTOR, (II) IS A COMPLYING INSURANCE COMPANY OR (III) ACQUIRED THIS CERTIFICATE AT A TIME WHEN THIS CERTIFICATE WAS RATED "BBB-" OR BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES SHALL BE RESTORED, TO THE EXTENT PERMITTED BY LAW, TO ALL RIGHTS AND OBLIGATIONS AS BENEFICIAL HOLDER THEREOF RETROACTIVE TO THE DATE OF TRANSFER OF THIS CERTIFICATE BY SUCH PRECEDING TRANSFEREE. NEITHER THE TRUST NOR THE TRUSTEE SHALL BE UNDER ANY LIABILITY TO ANY PERSON FOR MAKING ANY PAYMENTS DUE ON THIS CERTIFICATE TO SUCH PRECEDING TRANSFEREE.

ANY PURPORTED BENEFICIAL HOLDER WHOSE ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN) WAS EFFECTED IN VIOLATION OF THE RESTRICTIONS IN SECTION 5.01(g) OF THE POOLING AGREEMENT SHALL INDEMNIFY AND

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HOLD HARMLESS THE COMPANY, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER, THE TRUST AND EACH UNDERWRITER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, COSTS OR EXPENSES INCURRED BY SUCH PARTIES AS A RESULT OF SUCH ACQUISITION OR HOLDING.

The Class 3-M-4 Certificates will be subordinate in right of payment to and provide credit support to certain Classes of Certificates, as described in the Pooling Agreement.

WMALT Series 2006-5	Portion of the Class 3-M-4 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$3,278,952.00

Class 3-M-4 Certificate Interest Rate:	Variable
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 3-M-4 Principal Balance as of the Cut-Off Date:	$3,278,952.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93935B AP 5

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 3-M-5

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a “regular interest” in a “real estate mortgage investment conduit,” as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended (the “Code”), together with certain rights specified in the Pooling Agreement. The issue date of this Certificate is June 29, 2006.

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NO TRANSFER OF THIS CLASS 3-M-5 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS RECEIVED (I) AN OFFICER'S CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(g) OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER'S CERTIFICATE, AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF THIS CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY (INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS CLASS 3-M-5 CERTIFICATE TO DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN OFFICER'S CERTIFICATE (AND, IF APPLICABLE, A BENEFIT PLAN OPINION), AS DESCRIBED IN THE FOREGOING PARAGRAPH, SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:

1. ANY TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO HAVE REPRESENTED, BY VIRTUE OF ITS ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN), THAT EITHER (A) SUCH TRANSFEREE IS NOT AN EMPLOYEE BENEFIT OR OTHER PLAN SUBJECT TO THE PROHIBITED TRANSACTION PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE, OR ANY PERSON (INCLUDING AN INVESTMENT MANAGER, A NAMED FIDUCIARY OR A TRUSTEE OF ANY SUCH PLAN) ACTING, DIRECTLY OR INDIRECTLY, ON BEHALF OF OR PURCHASING THIS CERTIFICATE WITH "PLAN ASSETS" OF ANY SUCH PLAN (A "PLAN INVESTOR"), (B) SUCH TRANSFEREE IS AN INSURANCE COMPANY, THE SOURCE OF FUNDS TO BE USED BY IT TO ACQUIRE OR HOLD THIS CERTIFICATE IS AN "INSURANCE COMPANY GENERAL ACCOUNT" (WITHIN THE MEANING OF DEPARTMENT OF LABOR PROHIBITED TRANSACTION CLASS EXEMPTION ("PTCE") 95-60), AND THE CONDITIONS IN SECTIONS I AND III OF PTCE 95-60 HAVE BEEN SATISFIED (EACH ENTITY THAT SATISFIES THIS CLAUSE (B), A "COMPLYING INSURANCE COMPANY") OR (C) THIS CERTIFICATE WAS RATED "BBB-" OR BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES AT THE TIME OF SUCH TRANSFEREE'S ACQUISITION OF THIS CERTIFICATE (OR INTEREST HEREIN); AND

2. IF THIS CERTIFICATE (OR ANY INTEREST HEREIN) IS ACQUIRED OR HELD IN VIOLATION OF THE PROVISIONS OF THE PRECEDING PARAGRAPH, THEN THE LAST PRECEDING TRANSFEREE THAT EITHER (I) IS NOT A PLAN INVESTOR, (II) IS A COMPLYING INSURANCE COMPANY OR (III) ACQUIRED THIS CERTIFICATE AT A TIME WHEN THIS CERTIFICATE WAS RATED "BBB-" OR BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES SHALL BE RESTORED, TO THE EXTENT PERMITTED BY LAW, TO ALL RIGHTS AND OBLIGATIONS AS BENEFICIAL HOLDER THEREOF RETROACTIVE TO THE DATE OF TRANSFER OF THIS CERTIFICATE BY SUCH PRECEDING TRANSFEREE. NEITHER THE TRUST NOR THE TRUSTEE SHALL BE UNDER ANY LIABILITY TO ANY PERSON FOR MAKING ANY PAYMENTS DUE ON THIS CERTIFICATE TO SUCH PRECEDING TRANSFEREE.

ANY PURPORTED BENEFICIAL HOLDER WHOSE ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN) WAS EFFECTED IN VIOLATION OF THE RESTRICTIONS IN SECTION 5.01(g) OF THE POOLING AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER, THE TRUST AND EACH UNDERWRITER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, COSTS OR EXPENSES INCURRED BY SUCH PARTIES AS A RESULT OF SUCH ACQUISITION OR HOLDING.

The Class 3-M-5 Certificates will be subordinate in right of payment to and provide credit support to certain Classes of Certificates, as described in the Pooling Agreement.

WMALT Series 2006-5	Portion of the Class 3-M-5 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$3,278,952.00

Class 3-M-5 Certificate Interest Rate:	Variable
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 3-M-5 Principal Balance as of the Cut-Off Date:	$3,278,952.00

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Cede & Co.
Registered Owner

Exhibit A
CUSIP 93935B AQ 3

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 3-M-6

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a "regular interest" in a "real estate mortgage investment conduit," as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended (the "Code"), together with certain rights specified in the Pooling Agreement. The issue date of this Certificate is June 29, 2006.

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NO TRANSFER OF THIS CLASS 3-M-6 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS RECEIVED (I) AN OFFICER'S CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(g) OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER'S CERTIFICATE, AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF THIS CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY (INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS CLASS 3-M-6 CERTIFICATE TO DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN OFFICER'S CERTIFICATE (AND, IF APPLICABLE, A BENEFIT PLAN OPINION), AS DESCRIBED IN THE FOREGOING PARAGRAPH, SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:

1. ANY TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO HAVE REPRESENTED, BY VIRTUE OF ITS ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN), THAT EITHER (A) SUCH TRANSFEREE IS NOT AN EMPLOYEE BENEFIT OR OTHER PLAN SUBJECT TO THE PROHIBITED TRANSACTION PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE, OR ANY PERSON (INCLUDING AN INVESTMENT MANAGER, A NAMED FIDUCIARY OR A TRUSTEE OF ANY SUCH PLAN) ACTING, DIRECTLY OR INDIRECTLY, ON BEHALF OF OR PURCHASING THIS CERTIFICATE WITH "PLAN ASSETS" OF ANY SUCH PLAN (A "PLAN INVESTOR"), (B) SUCH TRANSFEREE IS AN INSURANCE COMPANY, THE SOURCE OF FUNDS TO BE USED BY IT TO ACQUIRE OR HOLD THIS CERTIFICATE IS AN "INSURANCE COMPANY GENERAL ACCOUNT" (WITHIN THE MEANING OF DEPARTMENT OF LABOR PROHIBITED TRANSACTION CLASS EXEMPTION ("PTCE") 95-60), AND THE CONDITIONS IN SECTIONS I AND III OF PTCE 95-60 HAVE BEEN SATISFIED (EACH ENTITY THAT SATISFIES THIS CLAUSE (B), A "COMPLYING INSURANCE COMPANY") OR (C) THIS CERTIFICATE WAS RATED "BBB-" OR BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES AT THE TIME OF SUCH TRANSFEREE'S ACQUISITION OF THIS CERTIFICATE (OR INTEREST HEREIN); AND

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2. IF THIS CERTIFICATE (OR ANY INTEREST HEREIN) IS ACQUIRED OR HELD IN VIOLATION OF THE PROVISIONS OF THE PRECEDING PARAGRAPH, THEN THE LAST PRECEDING TRANSFEREE THAT EITHER (I) IS NOT A PLAN INVESTOR, (II) IS A COMPLYING INSURANCE COMPANY OR (III) ACQUIRED THIS CERTIFICATE AT A TIME WHEN THIS CERTIFICATE WAS RATED "BBB-" OR BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES SHALL BE RESTORED, TO THE EXTENT PERMITTED BY LAW, TO ALL RIGHTS AND OBLIGATIONS AS BENEFICIAL HOLDER THEREOF RETROACTIVE TO THE DATE OF TRANSFER OF THIS CERTIFICATE BY SUCH PRECEDING TRANSFEREE. NEITHER THE TRUST NOR THE TRUSTEE SHALL BE UNDER ANY LIABILITY TO ANY PERSON FOR MAKING ANY PAYMENTS DUE ON THIS CERTIFICATE TO SUCH PRECEDING TRANSFEREE.

ANY PURPORTED BENEFICIAL HOLDER WHOSE ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN) WAS EFFECTED IN VIOLATION OF THE RESTRICTIONS IN SECTION 5.01(g) OF THE POOLING AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER, THE TRUST AND EACH UNDERWRITER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, COSTS OR EXPENSES INCURRED BY SUCH PARTIES AS A RESULT OF SUCH ACQUISITION OR HOLDING.

The Class 3-M-6 Certificates will be subordinate in right of payment to and provide credit support to certain Classes of Certificates, as described in the Pooling Agreement.

WMALT Series 2006-5	Portion of the Class 3-M-6 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$3,278,952.00

Class 3-M-6 Certificate Interest Rate:	Variable
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 3-M-6 Principal Balance as of the Cut-Off Date:	$3,278,952.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93935B AR 1

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 3-B-1

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

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Document Link: http://www.bloomberglaw.com/ms/document/X78ANCHD6A8001

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a "regular interest" in a "real estate mortgage investment conduit," as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended (the "Code"), together with certain rights specified in the Pooling Agreement. The issue date of this Certificate is June 29, 2006.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trust or its agent for registration of transfer, exchange, or payment, and any Certificate issued is registered in the name of Cede & Co. or such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

NO TRANSFER OF THIS CLASS 3-B-1 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS RECEIVED (I) AN OFFICER'S CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(g) OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER'S CERTIFICATE, AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF THIS CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY (INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS CLASS 3-B-1 CERTIFICATE TO DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN OFFICER'S CERTIFICATE (AND, IF APPLICABLE, A BENEFIT PLAN OPINION), AS DESCRIBED IN THE FOREGOING PARAGRAPH, SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:

1. ANY TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO HAVE REPRESENTED, BY VIRTUE OF ITS ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN), THAT EITHER (A) SUCH TRANSFEREE IS NOT AN EMPLOYEE BENEFIT OR OTHER PLAN SUBJECT TO THE PROHIBITED TRANSACTION PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE, OR ANY PERSON (INCLUDING AN INVESTMENT MANAGER, A NAMED FIDUCIARY OR A TRUSTEE OF ANY SUCH PLAN) ACTING, DIRECTLY OR INDIRECTLY, ON BEHALF OF OR PURCHASING THIS CERTIFICATE WITH "PLAN ASSETS" OF ANY SUCH PLAN (A "PLAN INVESTOR"), (B) SUCH TRANSFEREE IS AN INSURANCE COMPANY, THE SOURCE OF FUNDS TO BE USED BY IT TO ACQUIRE OR HOLD THIS CERTIFICATE IS AN "INSURANCE COMPANY GENERAL ACCOUNT" (WITHIN THE MEANING OF DEPARTMENT OF LABOR PROHIBITED TRANSACTION CLASS EXEMPTION ("PTCE") 95-60), AND THE CONDITIONS IN SECTIONS I AND III OF PTCE 95-60 HAVE BEEN SATISFIED (EACH ENTITY THAT SATISFIES THIS CLAUSE (B), A "COMPLYING INSURANCE COMPANY") OR (C) THIS CERTIFICATE WAS RATED "BBB-" OR BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES AT THE TIME OF SUCH TRANSFEREE'S ACQUISITION OF THIS CERTIFICATE (OR INTEREST HEREIN); AND

2. IF THIS CERTIFICATE (OR ANY INTEREST HEREIN) IS ACQUIRED OR HELD IN VIOLATION OF THE PROVISIONS OF THE PRECEDING PARAGRAPH, THEN THE LAST PRECEDING TRANSFEREE THAT EITHER (I) IS NOT A PLAN INVESTOR, (II) IS A COMPLYING INSURANCE COMPANY OR (III) ACQUIRED THIS CERTIFICATE AT A TIME WHEN THIS CERTIFICATE WAS RATED "BBB-" OR BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES SHALL BE RESTORED, TO THE EXTENT PERMITTED BY LAW, TO ALL RIGHTS AND OBLIGATIONS AS BENEFICIAL HOLDER THEREOF RETROACTIVE TO THE DATE OF TRANSFER OF THIS CERTIFICATE BY SUCH PRECEDING TRANSFEREE. NEITHER THE TRUST NOR THE TRUSTEE SHALL BE UNDER ANY LIABILITY TO ANY PERSON FOR MAKING ANY PAYMENTS DUE ON THIS CERTIFICATE TO SUCH PRECEDING TRANSFEREE.

ANY PURPORTED BENEFICIAL HOLDER WHOSE ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN) WAS EFFECTED IN VIOLATION OF THE RESTRICTIONS IN SECTION 5.01(g) OF THE POOLING AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER, THE TRUST AND EACH UNDERWRITER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, COSTS OR EXPENSES INCURRED BY SUCH PARTIES AS A RESULT OF SUCH ACQUISITION OR HOLDING.

The Class 3-B-1 Certificates will be subordinate in right of payment to and provide credit support to certain Classes of Certificates, as described in the Pooling Agreement.

WMALT Series 2006-5	Portion of the Class 3-B-1 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$3,278,952.00

Class 3-B-1 Certificate Interest Rate:	Variable
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006

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Last Scheduled Distribution Date:	July 25, 2036
Class 3-B-1 Principal Balance as of the Cut-Off Date:	$3,278,952.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93935B AS 9

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 3-B-2

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a “regular interest” in a “real estate mortgage investment conduit,” as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended (the “Code”), together with certain rights specified in the Pooling Agreement. The issue date of this Certificate is June 29, 2006.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Trust or its agent for registration of transfer, exchange, or payment, and any Certificate issued is registered in the name of Cede & Co. or such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

NO TRANSFER OF THIS CLASS 3-B-2 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS RECEIVED (I) AN OFFICER’S CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(g) OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER’S CERTIFICATE, AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF THIS CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY (INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS CLASS 3-B-2 CERTIFICATE TO DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN OFFICER’S CERTIFICATE (AND, IF APPLICABLE, A BENEFIT PLAN OPINION), AS DESCRIBED IN THE FOREGOING PARAGRAPH, SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:

1. ANY TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO HAVE REPRESENTED, BY VIRTUE OF ITS ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN), THAT EITHER (A) SUCH TRANSFEREE IS NOT AN

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EMPLOYEE BENEFIT OR OTHER PLAN SUBJECT TO THE PROHIBITED TRANSACTION PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE, OR ANY PERSON (INCLUDING AN INVESTMENT MANAGER, A NAMED FIDUCIARY OR A TRUSTEE OF ANY SUCH PLAN) ACTING, DIRECTLY OR INDIRECTLY, ON BEHALF OF OR PURCHASING THIS CERTIFICATE WITH "PLAN ASSETS" OF ANY SUCH PLAN (A "PLAN INVESTOR"), (B) SUCH TRANSFEREE IS AN INSURANCE COMPANY, THE SOURCE OF FUNDS TO BE USED BY IT TO ACQUIRE OR HOLD THIS CERTIFICATE IS AN "INSURANCE COMPANY GENERAL ACCOUNT" (WITHIN THE MEANING OF DEPARTMENT OF LABOR PROHIBITED TRANSACTION CLASS EXEMPTION ("PTCE") 95-60), AND THE CONDITIONS IN SECTIONS I AND III OF PTCE 95-60 HAVE BEEN SATISFIED (EACH ENTITY THAT SATISFIES THIS CLAUSE (B), A "COMPLYING INSURANCE COMPANY") OR (C) THIS CERTIFICATE WAS RATED "BBB-" OR BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES AT THE TIME OF SUCH TRANSFEREE'S ACQUISITION OF THIS CERTIFICATE (OR INTEREST HEREIN); AND

2. IF THIS CERTIFICATE (OR ANY INTEREST HEREIN) IS ACQUIRED OR HELD IN VIOLATION OF THE PROVISIONS OF THE PRECEDING PARAGRAPH, THEN THE LAST PRECEDING TRANSFEREE THAT EITHER (I) IS NOT A PLAN INVESTOR, (II) IS A COMPLYING INSURANCE COMPANY OR (III) ACQUIRED THIS CERTIFICATE AT A TIME WHEN THIS CERTIFICATE WAS RATED "BBB-" OR BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES SHALL BE RESTORED, TO THE EXTENT PERMITTED BY LAW, TO ALL RIGHTS AND OBLIGATIONS AS BENEFICIAL HOLDER THEREOF RETROACTIVE TO THE DATE OF TRANSFER OF THIS CERTIFICATE BY SUCH PRECEDING TRANSFEREE. NEITHER THE TRUST NOR THE TRUSTEE SHALL BE UNDER ANY LIABILITY TO ANY PERSON FOR MAKING ANY PAYMENTS DUE ON THIS CERTIFICATE TO SUCH PRECEDING TRANSFEREE.

ANY PURPORTED BENEFICIAL HOLDER WHOSE ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN) WAS EFFECTED IN VIOLATION OF THE RESTRICTIONS IN SECTION 5.01(g) OF THE POOLING AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER, THE TRUST AND EACH UNDERWRITER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, COSTS OR EXPENSES INCURRED BY SUCH PARTIES AS A RESULT OF SUCH ACQUISITION OR HOLDING.

The Class 3-B-2 Certificates will be subordinate in right of payment to and provide credit support to certain Classes of Certificates, as described in the Pooling Agreement.

WMALT Series 2006-5	Portion of the Class 3-B-2 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$3,278,952.00

Class 3-B-2 Certificate Interest Rate:	Variable
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 3-B-2 Principal Balance as of the Cut-Off Date:	$3,278,952.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93935B AT 7

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 3-B-3

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

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WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a "regular interest" in a "real estate mortgage investment conduit," as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended (the "Code"), together with certain rights specified in the Pooling Agreement. The issue date of this Certificate is June 29, 2006.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trust or its agent for registration of transfer, exchange, or payment, and any Certificate issued is registered in the name of Cede & Co. or such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

NO TRANSFER OF THIS CLASS 3-B-3 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS RECEIVED (I) AN OFFICER'S CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(g) OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER'S CERTIFICATE, AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF THIS CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY (INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS CLASS 3-B-3 CERTIFICATE TO DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN OFFICER'S CERTIFICATE (AND, IF APPLICABLE, A BENEFIT PLAN OPINION), AS DESCRIBED IN THE FOREGOING PARAGRAPH, SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:

1. ANY TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO HAVE REPRESENTED, BY VIRTUE OF ITS ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN), THAT EITHER (A) SUCH TRANSFEREE IS NOT AN EMPLOYEE BENEFIT OR OTHER PLAN SUBJECT TO THE PROHIBITED TRANSACTION PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE, OR ANY PERSON (INCLUDING AN INVESTMENT MANAGER, A NAMED FIDUCIARY OR A TRUSTEE OF ANY SUCH PLAN) ACTING, DIRECTLY OR INDIRECTLY, ON BEHALF OF OR PURCHASING THIS CERTIFICATE WITH "PLAN ASSETS" OF ANY SUCH PLAN (A "PLAN INVESTOR"), (B) SUCH TRANSFEREE IS AN INSURANCE COMPANY, THE SOURCE OF FUNDS TO BE USED BY IT TO ACQUIRE OR HOLD THIS CERTIFICATE IS AN "INSURANCE COMPANY GENERAL ACCOUNT" (WITHIN THE MEANING OF DEPARTMENT OF LABOR PROHIBITED TRANSACTION CLASS EXEMPTION ("PTCE") 95-60), AND THE CONDITIONS IN SECTIONS I AND III OF PTCE 95-60 HAVE BEEN SATISFIED (EACH ENTITY THAT SATISFIES THIS CLAUSE (B), A "COMPLYING INSURANCE COMPANY") OR (C) THIS CERTIFICATE WAS RATED "BBB-" OR BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES AT THE TIME OF SUCH TRANSFEREE'S ACQUISITION OF THIS CERTIFICATE (OR INTEREST HEREIN); AND

2. IF THIS CERTIFICATE (OR ANY INTEREST HEREIN) IS ACQUIRED OR HELD IN VIOLATION OF THE PROVISIONS OF THE PRECEDING PARAGRAPH, THEN THE LAST PRECEDING TRANSFEREE THAT EITHER (I) IS NOT A PLAN INVESTOR, (II) IS A COMPLYING INSURANCE COMPANY OR (III) ACQUIRED THIS CERTIFICATE AT A TIME WHEN THIS CERTIFICATE WAS RATED "BBB-" OR BETTER (OR ITS EQUIVALENT) BY AT LEAST ONE OF THE RATING AGENCIES SHALL BE RESTORED, TO THE EXTENT PERMITTED BY LAW, TO ALL RIGHTS AND OBLIGATIONS AS BENEFICIAL HOLDER THEREOF RETROACTIVE TO THE DATE OF TRANSFER OF THIS CERTIFICATE BY SUCH PRECEDING TRANSFEREE. NEITHER THE TRUST NOR THE TRUSTEE SHALL BE UNDER ANY LIABILITY TO ANY PERSON FOR MAKING ANY PAYMENTS DUE ON THIS CERTIFICATE TO SUCH PRECEDING TRANSFEREE.

ANY PURPORTED BENEFICIAL HOLDER WHOSE ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN) WAS EFFECTED IN VIOLATION OF THE RESTRICTIONS IN SECTION 5.01(g) OF THE POOLING AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER, THE TRUST AND EACH UNDERWRITER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, COSTS OR EXPENSES INCURRED BY SUCH PARTIES AS A RESULT OF SUCH ACQUISITION OR HOLDING.

The Class 3-B-3 Certificates will be subordinate in right of payment to and provide credit support to certain Classes of Certificates, as described in the Pooling Agreement.

WMALT Series 2006-5	Portion of the Class 3-B-3 Principal Balance as of the Cut-	$3,278,952.00

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Off Date Evidenced by this Certificate:

Class 3-B-3 Certificate Interest Rate:	Variable
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 3-B-3 Principal Balance as of the Cut-Off Date:	$3,278,952.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93935B AV 2

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 3-B-4

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a “regular interest” in a “real estate mortgage investment conduit,” as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended (the “Code”). The issue date of this Certificate is June 29, 2006.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THESE SECURITIES MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF REGISTRATION OR THE AVAILABILITY OF AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND EXCEPT IN ACCORDANCE WITH SECTION 5.01(f) OF THE POOLING AGREEMENT.

NO TRANSFER OF THIS CLASS 3-B-4 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS RECEIVED AN INVESTMENT LETTER IN THE FORM DESCRIBED IN SECTION 5.01(f) OF THE POOLING AGREEMENT.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS CLASS 3-B-4 CERTIFICATE TO DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN INVESTMENT LETTER, AS DESCRIBED IN THE FOREGOING PARAGRAPH, SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:

1. ANY TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO HAVE REPRESENTED, BY VIRTUE OF ITS ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN), THAT SUCH TRANSFEREE MEETS THE REQUIREMENTS SET FORTH IN THE INVESTMENT LETTER IN THE FORM DESCRIBED IN SECTION 5.01(f) OF THE POOLING AGREEMENT; AND

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2. IF THIS CERTIFICATE (OR ANY INTEREST HEREIN) IS ACQUIRED OR HELD IN VIOLATION OF THE PROVISIONS OF THE PRECEDING PARAGRAPH, THEN THE LAST PRECEDING TRANSFEREE MEETING THE REQUIREMENTS SET FORTH IN THE INVESTMENT LETTER IN THE FORM DESCRIBED IN SECTION 5.01(f) OF THE POOLING AGREEMENT SHALL BE RESTORED, TO THE EXTENT PERMITTED BY LAW, TO ALL RIGHTS AND OBLIGATIONS AS BENEFICIAL HOLDER THEREOF RETROACTIVE TO THE DATE OF TRANSFER OF THIS CERTIFICATE BY SUCH PRECEDING TRANSFEREE. NEITHER THE TRUST NOR THE TRUSTEE SHALL BE UNDER ANY LIABILITY TO ANY PERSON FOR MAKING ANY PAYMENTS DUE ON THIS CERTIFICATE TO SUCH PRECEDING TRANSFEREE.

NO TRANSFER OF THIS CLASS 3-B-4 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS RECEIVED (I) AN OFFICER'S CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(d) OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER'S CERTIFICATE, AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF THIS CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY (INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS CLASS 3-B-4 CERTIFICATE TO DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN OFFICER'S CERTIFICATE (AND, IF APPLICABLE, A BENEFIT PLAN OPINION), AS DESCRIBED IN THE FOREGOING PARAGRAPH, SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:

1. ANY TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO HAVE REPRESENTED, BY VIRTUE OF ITS ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN), THAT EITHER (A) SUCH TRANSFEREE IS NOT AN EMPLOYEE BENEFIT OR OTHER PLAN SUBJECT TO THE PROHIBITED TRANSACTION PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE, OR ANY PERSON (INCLUDING AN INVESTMENT MANAGER, A NAMED FIDUCIARY OR A TRUSTEE OF ANY SUCH PLAN) ACTING, DIRECTLY OR INDIRECTLY, ON BEHALF OF OR PURCHASING THIS CERTIFICATE WITH "PLAN ASSETS" OF ANY SUCH PLAN (A "PLAN INVESTOR") OR (B) SUCH TRANSFEREE IS AN INSURANCE COMPANY, THE SOURCE OF FUNDS TO BE USED BY IT TO ACQUIRE OR HOLD THIS CERTIFICATE IS AN "INSURANCE COMPANY GENERAL ACCOUNT" (WITHIN THE MEANING OF DEPARTMENT OF LABOR PROHIBITED TRANSACTION CLASS EXEMPTION ("PTCE") 95-60), AND THE CONDITIONS IN SECTIONS I AND III OF PTCE 95-60 HAVE BEEN SATISFIED (EACH ENTITY THAT SATISFIES THIS CLAUSE (B), A "COMPLYING INSURANCE COMPANY"); AND

2. IF THIS CERTIFICATE (OR ANY INTEREST HEREIN) IS ACQUIRED OR HELD IN VIOLATION OF THE PROVISIONS OF THE PRECEDING PARAGRAPH, THEN THE LAST PRECEDING TRANSFEREE THAT EITHER (I) IS NOT A PLAN INVESTOR OR (II) IS A COMPLYING INSURANCE COMPANY SHALL BE RESTORED, TO THE EXTENT PERMITTED BY LAW, TO ALL RIGHTS AND OBLIGATIONS AS BENEFICIAL HOLDER THEREOF RETROACTIVE TO THE DATE OF TRANSFER OF THIS CERTIFICATE BY SUCH PRECEDING TRANSFEREE. NEITHER THE TRUST NOR THE TRUSTEE SHALL BE UNDER ANY LIABILITY TO ANY PERSON FOR MAKING ANY PAYMENTS DUE ON THIS CERTIFICATE TO SUCH PRECEDING TRANSFEREE.

ANY PURPORTED BENEFICIAL HOLDER WHOSE ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN) WAS EFFECTED IN VIOLATION OF THE RESTRICTIONS IN SECTION 5.01(d) OF THE POOLING AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER, THE TRUST AND EACH UNDERWRITER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, COSTS OR EXPENSES INCURRED BY SUCH PARTIES AS A RESULT OF SUCH ACQUISITION OR HOLDING.

The Class 3-B-4 Certificates will be subordinate in right of payment to and provide credit support to certain Classes of Certificates, as described in the Pooling Agreement.

WMALT Series 2006-5	Portion of the Class 3-B-4 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$2,295,267.00

Class 3-B-4 Certificate Interest Rate:	Variable
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 3-B-4 Principal Balance as of the Cut-Off Date:	$2,295,267.00

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Cede & Co.
Registered Owner

Exhibit A
CUSIP 93935B AW 0

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 3-B-5

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a “regular interest” in a “real estate mortgage investment conduit,” as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended (the “Code”). The issue date of this Certificate is June 29, 2006.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THESE SECURITIES MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF REGISTRATION OR THE AVAILABILITY OF AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND EXCEPT IN ACCORDANCE WITH SECTION 5.01(f) OF THE POOLING AGREEMENT.

NO TRANSFER OF THIS CLASS 3-B-5 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS RECEIVED AN INVESTMENT LETTER IN THE FORM DESCRIBED IN SECTION 5.01(f) OF THE POOLING AGREEMENT.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS CLASS 3-B-5 CERTIFICATE TO DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN INVESTMENT LETTER, AS DESCRIBED IN THE FOREGOING PARAGRAPH, SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:

1. ANY TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO HAVE REPRESENTED, BY VIRTUE OF ITS ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN), THAT SUCH TRANSFEREE MEETS THE REQUIREMENTS SET FORTH IN THE INVESTMENT LETTER IN THE FORM DESCRIBED IN SECTION 5.01(f) OF THE POOLING AGREEMENT; AND

2. IF THIS CERTIFICATE (OR ANY INTEREST HEREIN) IS ACQUIRED OR HELD IN VIOLATION OF THE PROVISIONS OF THE PRECEDING PARAGRAPH, THEN THE LAST PRECEDING TRANSFEREE MEETING THE REQUIREMENTS SET FORTH IN THE INVESTMENT LETTER IN THE FORM DESCRIBED IN SECTION 5.01(f) OF THE POOLING AGREEMENT SHALL BE RESTORED, TO THE EXTENT PERMITTED BY LAW, TO ALL RIGHTS AND OBLIGATIONS AS BENEFICIAL HOLDER THEREOF RETROACTIVE TO THE DATE OF TRANSFER OF THIS CERTIFICATE BY SUCH PRECEDING TRANSFEREE. NEITHER THE TRUST NOR THE TRUSTEE SHALL BE UNDER ANY LIABILITY TO ANY PERSON FOR MAKING ANY PAYMENTS DUE ON THIS CERTIFICATE TO SUCH PRECEDING TRANSFEREE.

NO TRANSFER OF THIS CLASS 3-B-5 CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS RECEIVED (I) AN OFFICER’S CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(d) OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER’S CERTIFICATE, AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF THIS CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY (INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE

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SERVICER OR THE COMPANY.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS CLASS 3-B-5 CERTIFICATE TO DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN OFFICER'S CERTIFICATE (AND, IF APPLICABLE, A BENEFIT PLAN OPINION), AS DESCRIBED IN THE FOREGOING PARAGRAPH, SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:

1. ANY TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO HAVE REPRESENTED, BY VIRTUE OF ITS ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN), THAT EITHER (A) SUCH TRANSFEREE IS NOT AN EMPLOYEE BENEFIT OR OTHER PLAN SUBJECT TO THE PROHIBITED TRANSACTION PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE, OR ANY PERSON (INCLUDING AN INVESTMENT MANAGER, A NAMED FIDUCIARY OR A TRUSTEE OF ANY SUCH PLAN) ACTING, DIRECTLY OR INDIRECTLY, ON BEHALF OF OR PURCHASING THIS CERTIFICATE WITH "PLAN ASSETS" OF ANY SUCH PLAN (A "PLAN INVESTOR") OR (B) SUCH TRANSFEREE IS AN INSURANCE COMPANY, THE SOURCE OF FUNDS TO BE USED BY IT TO ACQUIRE OR HOLD THIS CERTIFICATE IS AN "INSURANCE COMPANY GENERAL ACCOUNT" (WITHIN THE MEANING OF DEPARTMENT OF LABOR PROHIBITED TRANSACTION CLASS EXEMPTION ("PTCE") 95-60), AND THE CONDITIONS IN SECTIONS I AND III OF PTCE 95-60 HAVE BEEN SATISFIED (EACH ENTITY THAT SATISFIES THIS CLAUSE (B), A "COMPLYING INSURANCE COMPANY"); AND

2. IF THIS CERTIFICATE (OR ANY INTEREST HEREIN) IS ACQUIRED OR HELD IN VIOLATION OF THE PROVISIONS OF THE PRECEDING PARAGRAPH, THEN THE LAST PRECEDING TRANSFEREE THAT EITHER (I) IS NOT A PLAN INVESTOR OR (II) IS A COMPLYING INSURANCE COMPANY SHALL BE RESTORED, TO THE EXTENT PERMITTED BY LAW, TO ALL RIGHTS AND OBLIGATIONS AS BENEFICIAL HOLDER THEREOF RETROACTIVE TO THE DATE OF TRANSFER OF THIS CERTIFICATE BY SUCH PRECEDING TRANSFEREE. NEITHER THE TRUST NOR THE TRUSTEE SHALL BE UNDER ANY LIABILITY TO ANY PERSON FOR MAKING ANY PAYMENTS DUE ON THIS CERTIFICATE TO SUCH PRECEDING TRANSFEREE.

ANY PURPORTED BENEFICIAL HOLDER WHOSE ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN) WAS EFFECTED IN VIOLATION OF THE RESTRICTIONS IN SECTION 5.01(d) OF THE POOLING AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER, THE TRUST AND EACH UNDERWRITER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, COSTS OR EXPENSES INCURRED BY SUCH PARTIES AS A RESULT OF SUCH ACQUISITION OR HOLDING.

The Class 3-B-5 Certificates will be subordinate in right of payment to and provide credit support to certain Classes of Certificates, as described in the Pooling Agreement.

WMALT Series 2006-5	Portion of the Class 3-B-5 Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$3,278,952.00

Class 3-B-5 Certificate Interest Rate:	Variable
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 3-B-5 Principal Balance as of the Cut-Off Date:	$3,278,952.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93935B AX 8

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

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Class 3-C

Evidencing a beneficial interest in a pool of assets entitled to certain distributions with respect to a pool of conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents ownership of a “regular interest” in a “real estate mortgage investment conduit,” as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended (the “Code”). The issue date of this Certificate is June 29, 2006.

NO TRANSFER OF THIS CLASS 3-C CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS RECEIVED (I) AN OFFICER’S CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(d) OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER’S CERTIFICATE, AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF THIS CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY (INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THESE SECURITIES MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF REGISTRATION OR THE AVAILABILITY OF AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND EXCEPT IN ACCORDANCE WITH SECTION 5.01(f) OF THE POOLING AGREEMENT.

The Class 3-C Certificates will be subordinate in right of payment to and provide credit support to certain Classes of Certificates, as described in the Pooling Agreement.

WMALT Series 2006-5	Portion of the Class 3-C Principal Balance as of the Cut-Off Date Evidenced by this Certificate:	$7,869,490.00

Class 3-C Certificate Interest Rate:	Not Applicable
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	July 25, 2036
Class 3-C Principal Balance as of the Cut-Off Date:	$7,869,490.00

Hare & Co.
Registered Owner

Exhibit A
CUSIP 93934N BN 4

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

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Class C-PPP

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents certain rights specified in the Pooling Agreement. The issue date of this Certificate is June 29, 2006. Interest is not payable with respect to this Certificate.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trust or its agent for registration of transfer, exchange, or payment, and any Certificate issued is registered in the name of Cede & Co. or such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

NO TRANSFER OF THIS CLASS C-PPP CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS RECEIVED (I) AN OFFICER'S CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(h) OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER'S CERTIFICATE, AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF THIS CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY (INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS CLASS C-PPP CERTIFICATE TO DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN OFFICER'S CERTIFICATE (AND, IF APPLICABLE, A BENEFIT PLAN OPINION), AS DESCRIBED IN THE FOREGOING PARAGRAPH, SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:

1. ANY TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO HAVE REPRESENTED, BY VIRTUE OF ITS ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN), THAT SUCH TRANSFEREE IS NOT AN EMPLOYEE BENEFIT OR OTHER PLAN SUBJECT TO THE PROHIBITED TRANSACTION PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE, OR ANY PERSON (INCLUDING AN INVESTMENT MANAGER, A NAMED FIDUCIARY OR A TRUSTEE OF ANY SUCH PLAN) ACTING, DIRECTLY OR INDIRECTLY, ON BEHALF OF OR PURCHASING THIS CERTIFICATE WITH "PLAN ASSETS" OF ANY SUCH PLAN (A "PLAN INVESTOR"); AND

2. IF THIS CERTIFICATE (OR ANY INTEREST HEREIN) IS ACQUIRED OR HELD IN VIOLATION OF THE PROVISIONS OF THE PRECEDING PARAGRAPH, THEN THE LAST PRECEDING TRANSFEREE THAT IS NOT A PLAN INVESTOR SHALL BE RESTORED, TO THE EXTENT PERMITTED BY LAW, TO ALL RIGHTS AND OBLIGATIONS AS BENEFICIAL HOLDER THEREOF RETROACTIVE TO THE DATE OF TRANSFER OF THIS CERTIFICATE BY SUCH PRECEDING TRANSFEREE. NEITHER THE TRUST NOR THE TRUSTEE SHALL BE UNDER ANY LIABILITY TO ANY PERSON FOR MAKING ANY PAYMENTS DUE ON THIS CERTIFICATE TO SUCH PRECEDING TRANSFEREE.

ANY PURPORTED BENEFICIAL HOLDER WHOSE ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN) WAS EFFECTED IN VIOLATION OF THE RESTRICTIONS IN SECTION 5.01(h) OF THE POOLING AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER, THE TRUST AND EACH UNDERWRITER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, COSTS OR EXPENSES INCURRED BY SUCH PARTIES AS A RESULT OF SUCH ACQUISITION OR HOLDING.

WMALT Series 2006-5	Portion of the Class C-PPP Notional Amount evidenced by this Certificate:	$780,486,335
Class C-PPP Certificate Interest Rate:	0.000%	
Cut-Off Date:	June 1, 2006	
First Distribution Date:	July 25, 2006	
Last Scheduled Distribution Date:	June 25, 2010	

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Class C-PPP Notional Amount:	$780,486,335
Class C-PPP Principal Balance as of the Cut-Off Date:	$100.00

Cede & Co.
Registered Owner

Exhibit A
CUSIP 93935B AU 4

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class 3-PPP

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. This Certificate represents certain rights specified in the Pooling Agreement. The issue date of this Certificate is June 29, 2006. Interest is not payable with respect to this Certificate.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trust or its agent for registration of transfer, exchange, or payment, and any Certificate issued is registered in the name of Cede & Co. or such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

NO TRANSFER OF THIS CLASS 3-PPP CERTIFICATE WILL BE MADE UNLESS THE TRUSTEE HAS RECEIVED (I) AN OFFICER'S CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(h) OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER'S CERTIFICATE, AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF THIS CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY (INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, WITH RESPECT TO THE TRANSFER OF THIS CLASS 3-PPP CERTIFICATE TO DTC OR ANY OTHER CLEARING AGENCY OR ANY SUBSEQUENT TRANSFER OF ANY INTEREST IN THIS CERTIFICATE FOR SO LONG AS THIS CERTIFICATE IS HELD BY DTC OR ANY OTHER CLEARING AGENCY, (I) AN OFFICER'S CERTIFICATE (AND, IF APPLICABLE, A BENEFIT PLAN OPINION), AS DESCRIBED IN THE FOREGOING PARAGRAPH, SHALL NOT BE REQUIRED, AND (II) THE FOLLOWING CONDITIONS SHALL APPLY:

1. ANY TRANSFEREE OF THIS CERTIFICATE WILL BE DEEMED TO HAVE REPRESENTED, BY VIRTUE OF ITS ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN), THAT SUCH TRANSFEREE IS NOT AN EMPLOYEE BENEFIT OR OTHER PLAN SUBJECT TO THE PROHIBITED TRANSACTION PROVISIONS OF ERISA OR SECTION 4975 OF THE CODE, OR ANY PERSON (INCLUDING AN INVESTMENT MANAGER, A NAMED FIDUCIARY OR A TRUSTEE OF ANY SUCH PLAN)

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ACTING, DIRECTLY OR INDIRECTLY, ON BEHALF OF OR PURCHASING THIS CERTIFICATE WITH "PLAN ASSETS" OF ANY SUCH PLAN (A "PLAN INVESTOR"); AND

2. IF THIS CERTIFICATE (OR ANY INTEREST HEREIN) IS ACQUIRED OR HELD IN VIOLATION OF THE PROVISIONS OF THE PRECEDING PARAGRAPH, THEN THE LAST PRECEDING TRANSFEREE THAT IS NOT A PLAN INVESTOR SHALL BE RESTORED, TO THE EXTENT PERMITTED BY LAW, TO ALL RIGHTS AND OBLIGATIONS AS BENEFICIAL HOLDER THEREOF RETROACTIVE TO THE DATE OF TRANSFER OF THIS CERTIFICATE BY SUCH PRECEDING TRANSFEREE. NEITHER THE TRUST NOR THE TRUSTEE SHALL BE UNDER ANY LIABILITY TO ANY PERSON FOR MAKING ANY PAYMENTS DUE ON THIS CERTIFICATE TO SUCH PRECEDING TRANSFEREE.

ANY PURPORTED BENEFICIAL HOLDER WHOSE ACQUISITION OR HOLDING OF THIS CERTIFICATE (OR INTEREST HEREIN) WAS EFFECTED IN VIOLATION OF THE RESTRICTIONS IN SECTION 5.01(h) OF THE POOLING AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER, THE TRUST AND EACH UNDERWRITER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, COSTS OR EXPENSES INCURRED BY SUCH PARTIES AS A RESULT OF SUCH ACQUISITION OR HOLDING.

WMALT Series 2006-5	Portion of the Class 3-PPP Notional Amount evidenced by this Certificate:	$655,790,498

Class 3-PPP Certificate Interest Rate:	0.000%
Cut-Off Date:	June 1, 2006
First Distribution Date:	July 25, 2006
Last Scheduled Distribution Date:	June 25, 2010
Class 3-PPP Notional Amount:	$655,790,498
Class 3-PPP Principal Balance as of the Cut-Off Date:	$100.00

Cede & Co.
Registered Owner

Exhibit B
CUSIP 93934N BM 6

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

Class R

Evidencing a beneficial interest in a trust that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans formed by

WaMu ASSET ACCEPTANCE CORP.

ANY RESALE, TRANSFER OR OTHER DISPOSITION OF THIS CERTIFICATE MAY BE MADE ONLY IF THE PROPOSED TRANSFEREE PROVIDES A TRANSFER AFFIDAVIT TO THE COMPANY AND THE TRUSTEE THAT (1) SUCH TRANSFEREE IS NOT EITHER (A) THE UNITED STATES, ANY STATE OR POLITICAL SUBDIVISION THEREOF, ANY FOREIGN GOVERNMENT, ANY INTERNATIONAL ORGANIZATION, OR ANY AGENCY OR INSTRUMENTALITY OF ANY OF THE FOREGOING, (B) ANY ORGANIZATION (OTHER THAN A COOPERATIVE DESCRIBED IN SECTION 521 OF THE CODE) WHICH IS EXEMPT FROM THE TAX IMPOSED BY CHAPTER 1 OF THE CODE UNLESS SUCH ORGANIZATION IS SUBJECT TO THE TAX IMPOSED BY SECTION 511 OF THE CODE, (C) ANY ORGANIZATION DESCRIBED IN SECTION 1381(a)(2)(C) OF THE CODE (ANY SUCH PERSON DESCRIBED IN THE FOREGOING CLAUSES (A), (B), OR (C) BEING HEREINAFTER REFERRED TO AS A "DISQUALIFIED ORGANIZATION"), OR (D) AN AGENT OF A DISQUALIFIED ORGANIZATION AND (2) NO PURPOSE OF SUCH TRANSFER IS TO ENABLE THE TRANSFER TO IMPEDE THE ASSESSMENT OR COLLECTION OF TAX. SUCH AFFIDAVIT SHALL INCLUDE CERTAIN REPRESENTATIONS AS TO THE FINANCIAL CONDITION OF THE PROPOSED TRANSFEREE. NOTWITHSTANDING THE REGISTRATION IN THE CERTIFICATE REGISTER OF ANY TRANSFER, SALE OR OTHER DISPOSITION OF THIS CLASS R CERTIFICATE TO A DISQUALIFIED ORGANIZATION OR AN AGENT OF A DISQUALIFIED ORGANIZATION, SUCH REGISTRATION SHALL BE DEEMED TO BE OF NO LEGAL FORCE OR EFFECT WHATSOEVER AND SUCH PERSON SHALL NOT BE DEEMED TO BE A CERTIFICATEHOLDER FOR ANY PURPOSE HEREUNDER,

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INCLUDING, BUT NOT LIMITED TO, THE RECEIPT OF DISTRIBUTIONS ON THIS CERTIFICATE. EACH HOLDER OF A CLASS R CERTIFICATE BY ACCEPTANCE OF THIS CERTIFICATE SHALL BE DEEMED TO HAVE CONSENTED TO THE PROVISIONS OF THIS PARAGRAPH.

IN THE CASE OF ANY CLASS R CERTIFICATE PRESENTED FOR REGISTRATION IN THE NAME OF ANY PERSON, THE TRUSTEE SHALL REQUIRE (I) AN OFFICER'S CERTIFICATE IN THE FORM DESCRIBED IN SECTION 5.01(d) OF THE POOLING AGREEMENT AND (II) IF SO INDICATED IN SUCH OFFICER'S CERTIFICATE, AN OPINION OF COUNSEL ACCEPTABLE TO AND IN FORM AND SUBSTANCE SATISFACTORY TO THE TRUSTEE AND THE COMPANY TO THE EFFECT THAT THE PURCHASE AND HOLDING OF A CLASS R CERTIFICATE ARE PERMISSIBLE UNDER APPLICABLE LAW, WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), OR SECTION 4975 OF THE CODE AND WILL NOT SUBJECT THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY TO ANY OBLIGATION OR LIABILITY (INCLUDING OBLIGATIONS OR LIABILITIES UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE) IN ADDITION TO THOSE UNDERTAKEN IN THE POOLING AGREEMENT, WHICH OPINION OF COUNSEL SHALL NOT BE AN EXPENSE OF THE TRUST, THE TRUSTEE, THE DELAWARE TRUSTEE, THE SERVICER OR THE COMPANY.

This Certificate is issued by Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust. Solely for U.S. federal income tax purposes, this Certificate represents "residual interests" in "real estate mortgage investment conduits," as those terms are defined in Sections 860G and 860D, respectively, of the Internal Revenue Code of 1986, as amended.

WMALT Series 2006-5	Percentage Interest evidenced by this Class R Certificate in the distributions to be made with respect to the Class R Certificates:	_____%
Class R Certificate Interest Rate:	6.000%. Additionally the Class R Certificates are entitled to Excess Liquidation Proceeds and the Residual Distribution Amount as defined in the Pooling Agreement.	
Cut-Off Date:	June 1, 2006	
First Distribution Date:	July 25, 2006	
Last Scheduled Distribution Date:	July 25, 2036	
Class R Principal Balance as of the Cut-Off Date:	$100.00	

_____
Registered Owner
Certificate No. _____

This Certificate does not represent an obligation of or interest in WaMu Asset Acceptance Corp. or any of its affiliates. Neither this Certificate nor the underlying Mortgage Loans are guaranteed by any agency or instrumentality of the United States.

This certifies that the above-named Registered Owner is the registered owner of a beneficial interest in a trust (the "Trust") that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans (the "Mortgage Loans"), and that was formed by WaMu Asset Acceptance Corp. (the "Company"), which term includes any successor entity under the Pooling Agreement. The Trust was created pursuant to a Pooling and Servicing Agreement, dated as of the Cut-Off Date stated above (the "Pooling Agreement"), among the Company, the Servicer, LaSalle Bank National Association, as Trustee (the "Trustee"), and Christiana Bank & Trust Company, as Delaware Trustee, a summary of certain of the pertinent provisions of which is set forth hereafter. To the extent not defined herein, the capitalized terms used herein have the meanings assigned in the Pooling Agreement. Nothing herein shall be deemed inconsistent with such meanings, and in the event of any conflict between the Pooling Agreement and the terms of this Certificate, the Pooling Agreement shall control. This Certificate is issued under and is subject to the terms, provisions and conditions of the Pooling Agreement, to which Pooling Agreement the Holder of this Certificate, by virtue of the acceptance hereof, assents and by which such Holder is bound.

Distributions will be made, pursuant to the Pooling Agreement, on the 25th day of each month or, if such 25th day is not a Business Day, the Business Day immediately following (the "Distribution Date"), commencing on the first Distribution Date specified above, to the Person in whose name this Certificate is registered at the close of business on the last day (or if such last day is not a Business Day, the Business Day immediately preceding such last day) of the month immediately preceding the month of such distribution (the "Record Date"), to the extent of such Certificateholder's Percentage Interest represented by this Certificate in the portions (if any) then distributable on the Certificates of this Class of (i) the REMIC I Available Distribution Amount for such Distribution Date, as specified in Section 4.01 of the Pooling Agreement, (ii) the REMIC II Available Distribution Amount for such Distribution Date, as specified in Section 4.01 of the Pooling Agreement and (iii) the REMIC III Available Distribution Amount for such Distribution Date, as specified in Section 4.04 of the Pooling Agreement.

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Distributions on this Certificate will be made by the Trustee by wire transfer or check mailed to the address of the Person entitled thereto, as such name and address shall appear on the Certificate Register. Notwithstanding the above, the final distribution on this Certificate will be made after due notice by the Trustee of the pendency of such distribution and only upon presentation and surrender of this Certificate to the Certificate Registrar.

Reference is hereby made to the further provisions of this Certificate set forth below, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee, by manual signature, this Certificate shall not be entitled to any benefit under the Pooling Agreement or be valid for any purpose.

IN WITNESS WHEREOF, the Trust has caused this Certificate to be duly executed.

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATES
WMALT SERIES 2006-5 TRUST

By: LASALLE BANK NATIONAL ASSOCIATION, as Trustee

By: _____

(TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This is one of the Certificates referred to in the within-mentioned Pooling Agreement.

LASALLE BANK NATIONAL ASSOCIATION,

as Trustee

By: _____

Dated: _____

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WaMu ASSET ACCEPTANCE CORP.

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

This Certificate is one of a duly authorized issue of Certificates designated as Washington Mutual Mortgage Pass-Through Certificates of the Series and Class specified hereon (herein called the “Certificates”) and representing a beneficial interest in the Trust.

The Certificates do not represent an obligation of, or an interest in, the Company or any of its affiliates and are not insured or guaranteed by any governmental agency. The Certificates are limited in right of payment to certain collections and recoveries respecting the Mortgage Loans, all as more specifically set forth herein and in the Pooling Agreement. In the event funds are advanced with respect to any Mortgage Loan, such advance is reimbursable to the Servicer from the related recoveries on such Mortgage Loan or from amounts received with respect to other Mortgage Loans to the extent that such advance is not otherwise recoverable.

As provided in the Pooling Agreement, withdrawals from the Certificate Account may be made from time to time for purposes other than distributions to Certificateholders, such purposes including reimbursement to the Servicer of advances made, or certain expenses incurred, by it.

The Pooling Agreement permits, with certain exceptions therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Certificateholders under the Pooling Agreement at any time by the Company, the Servicer and the Trustee with the consent of the Holders of the Certificates evidencing Percentage Interests aggregating not less than 66% of REMIC III. The Pooling Agreement also permits the amendment thereof, in certain limited circumstances, without the consent of the Holders of any of the Certificates.

As provided in the Pooling Agreement and subject to certain limitations therein set forth, the transfer of this Certificate is registrable in the Certificate Register upon surrender of this Certificate for registration of transfer at the office of the Certificate Registrar or the office maintained by the Trustee in the City and State of New York, duly endorsed by, or accompanied by an assignment in the form below or other written instrument of transfer in form satisfactory to the Trustee or any Authenticating Agent duly executed by, the Holder hereof or such Holder's attorney duly authorized in writing, and thereupon one or more new Certificates of Authorized Denominations evidencing the same Percentage Interest set forth hereinabove will be issued to the designated transferee or transferees.

The Certificates are issuable only as registered Certificates without coupons in Authorized Denominations specified in the Pooling Agreement. As provided in the Pooling Agreement and subject to certain limitations therein set forth, Certificates are exchangeable for new Certificates of Authorized Denominations of like Certificate Principal Balance or Percentage Interest, as applicable, as requested by the Holder surrendering the same.

A reasonable service charge may be made for any such registration of transfer or exchange, and the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The Company, the Servicer, the Trust, the Trustee, the Delaware Trustee and any agent of any of them may treat the Person in whose name this Certificate is registered as the owner hereof for all purposes, and none of the Company, the Servicer, the Trust, the Trustee, the Delaware Trustee nor any agent thereof shall be affected by notice to the contrary.

The obligations created by the Pooling Agreement and the Trust created thereby shall terminate upon (i) the later of the final payment or other liquidation (including purchase by the Servicer) of the last Mortgage Loan owned by the Trust or the disposition of all property acquired upon foreclosure or deed in lieu of foreclosure of any Mortgage Loan, and (ii) the payment to Certificateholders of all amounts required to be paid to them pursuant to the Pooling Agreement. The Pooling Agreement permits, but does not require, the Servicer to purchase from the Trust all Mortgage Loans at the time subject thereto and all property acquired by the Trust in respect of any Mortgage Loan upon payment to the Certificateholders of the amounts specified in the Pooling Agreement. The exercise of such right will effect early retirement of the Certificates, the Servicer’s right to purchase being subject to the aggregate Principal Balance of the Mortgage Loans at the time of purchase being less than the Clean-Up Call Percentage of the aggregate Principal Balance of the Mortgage Loans as of the Cut-Off Date.

ASSIGNMENT

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FOR VALUE RECEIVED the undersigned hereby sell(s) and assign(s) and transfer(s) unto

_____

_____

_____

(Please print or typewrite name and address, including postal zip code of assignee. Please insert social security or other identifying number of assignee.)
the within WaMu Mortgage Pass-Through Certificate and hereby irrevocably constitutes and appoints

_____

Attorney to transfer said Certificate on the Certificate Register, with full power of substitution in the premises.

Dated: _____

_____
Signature Guaranteed

_____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within instrument in every particular, without alteration or enlargement or any change whatever. This Certificate does not represent an obligation of or an interest in WaMu Asset Acceptance Corp. or any of its affiliates. Neither this Certificate nor the underlying Mortgage Loans are guaranteed by any agency or instrumentality of the United States.

Exhibit C

[Reserved]

Exhibit D

Mortgage Loan Schedule

The Mortgage Loan Schedule has been intentionally omitted from this filing. Copies may be obtained from WaMu Asset Acceptance Corp. or LaSalle Bank National Association by contacting:

in the case of WaMu Asset Acceptance Corp.,

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John Ganzer
WaMu Asset Acceptance Corp.
c/o Washington Mutual Mortgage Securities Corp.
75 N. Fairway Drive,VHF2A01
Vernon Hills, IL 60061
Telephone: (847) 549-3113
Facsimile: (847) 549-3680

in the case of LaSalle Bank National Association,

Stefanie Edwards
LaSalle Bank National Association
135 S. LaSalle Street, Suite 1625
Chicago, IL 60603
Telephone: (312) 904-8975
Facsimile: (312) 904-2084

Exhibit E

[Reserved]

Exhibit F

FORM OF TRANSFEROR CERTIFICATE FOR

JUNIOR SUBORDINATE CERTIFICATES

[Date]

Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust

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LaSalle Bank National Association, as Trustee
135 South LaSalle Street, Suite 1625
Chicago, Illinois, 60603
Attention: Global Securitization Trust Services

WaMu Asset Acceptance Corp.
1201 Third Avenue, WMT 1706A
Seattle, WA 98101

Re: Purchase of WaMu Asset Acceptance Corp. Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5, Class [ ] (the "Certificates")

Ladies and Gentlemen:

In connection with our disposition of the above Certificates we certify that (a) we understand the Certificates have not been registered under the Securities Act of 1933, as amended (the "Act") and are being disposed by us in a transaction that is exempt from the registration requirements of the Act, and (b) we have not offered or sold any certificates to, or solicited offers to buy any Certificates from, any person, or otherwise approached or negotiated with any person with respect thereto, or taken any other action which would result in a violation of Section 5 of the Act.

Very truly yours,

[Name of Transferor]

By: _____

Authorized Officer

Exhibit G

FORM OF TRANSFEREE'S AGREEMENT FOR

JUNIOR SUBORDINATE CERTIFICATES

[Date]

Washington Mutual Mortgage Pass-Through Certificates WMALT Series 2006-5 Trust

LaSalle Bank National Association, as Trustee
135 South LaSalle Street, Suite 1625
Chicago, Illinois, 60603
Attention: Global Securitization Trust Services

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WaMu Asset Acceptance Corp.
1201 Third Avenue, WMT 1706A
Seattle, WA 98101

The undersigned (the "Purchaser") proposes to purchase WaMu Asset Acceptance Corp. Washington Mutual Mortgage Pass-Through Certificates, WMALT Series 2006-5, Class [ ] (the "Purchased Certificates") in the principal amount of $_____. In doing so, the Purchaser hereby acknowledges and agrees as follows:

Section 1. Definitions. Each capitalized term used herein and not otherwise defined herein shall have the meaning ascribed to it in the Pooling and Servicing Agreement, dated as of June 1, 2006 (the "Pooling Agreement"), by and among WaMu Asset Acceptance Corp. ("Washington Mutual"), Washington Mutual Bank (the "Servicer"), LaSalle Bank National Association, as trustee (the "Trustee"), and Christiana Bank & Trust Company, as Delaware trustee, of the WaMu Asset Acceptance Corp. Washington Mutual Mortgage Pass-Through Certificates, WMALT Series 2006-5.

Section 2. Representations and Warranties of the Purchaser. In connection with the proposed transfer, the Purchaser represents and warrants to Washington Mutual, the Servicer, the Trustee and the Trust that:

(a) The Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction in which the Purchaser is organized, is authorized to invest in the Purchased Certificates, and to enter into this Agreement, and duly executed and delivered this Agreement;

(b) The Purchaser is acquiring the Purchased Certificates for its own account as principal and not with a view to the distribution thereof, in whole or in part;

(c) The Purchaser is an "accredited investor" as such term is defined in paragraph (a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) of Section 501 of Regulation D under the Securities Act of 1933, as amended (the "Act"), has knowledge of financial and business matters and is capable of evaluating the merits and risks of an investment in the Purchased Certificates; the Purchaser has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision; and the Purchaser is able to bear the economic risk of an investment in the Purchased Certificates and can afford a complete loss of such investment;

(d) The Purchaser is not affiliated with the Trustee;

(e) The Purchaser confirms that Washington Mutual has made available to the Purchaser the opportunity to ask questions of, and receive answers from Washington Mutual concerning the trust created pursuant to the Pooling Agreement (the "Trust"), the purchase by the Purchaser of the Purchased Certificates and all matters relating thereto that Washington Mutual possesses or can acquire without unreasonable effort or expense; and

(f) If applicable, the Purchaser has complied, and will continue to comply, with the guidelines established by Thrift Bulletin 13a issued April 23, 1998, by the Office of Regulatory Activities of the Federal Home Loan Bank System.

Section 3. Transfer of Purchased Certificates.

(a) The Purchaser understands that the Purchased Certificates have not been registered under the Act, or any state securities laws and that no transfer may be made unless the Purchased Certificates are registered under the Act and under applicable state law or unless an exemption from registration is available. The Purchaser further understands that neither Washington Mutual nor the Trust is under any obligation to register the Purchased Certificates or make an exemption available. In the event that such a transfer is to be made within two years from the Closing Date without registration under the Act or applicable state securities laws, (i) the Trustee shall require, in order to assure compliance with such laws, that the Certificateholder's prospective transferee each certify to Washington Mutual, the Trustee and the Trust as to the factual basis for the registration or qualification exemption relied upon, and (ii) the Trustee or Washington Mutual may require an Opinion of Counsel that such transfer may be made pursuant to an exemption from the Act and state securities laws, which Opinion of Counsel shall not be an expense of the Trust, the Trustee or Washington Mutual. Any such Certificateholder desiring to effect such transfer shall, and does hereby agree to, indemnify the Trust, the Trustee and Washington Mutual 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.

(b) No transfer of a Purchased Certificate shall be made unless the transferee provides Washington Mutual and the Trustee with (i) a Transferee's Agreement, substantially in the form of this Agreement, (ii) an affidavit substantially in the form of Exhibit N to the Pooling Agreement and (iii) if so indicated in such affidavit, a Benefit Plan Opinion (as defined in Section 1.01 of the Pooling Agreement).

(c) The Purchaser acknowledges that its Purchased Certificates bear a legend setting forth the applicable restrictions on transfer.

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IN WITNESS WHEREOF, the undersigned has caused this Agreement to be validly executed by its duly authorized representative as of the day and the year first above written.

[Purchaser]

By: _____

Its: _____

Exhibit H-1

FORM OF ADDITIONAL MATTER INCORPORATED INTO THE FORM OF THE CERTIFICATES (OTHER THAN THE CLASS R AND CLASS PPP CERTIFICATES)

This Certificate does not represent an obligation of or interest in WaMu Asset Acceptance Corp. or any of its affiliates. Neither this Certificate nor the underlying Mortgage Loans are guaranteed by any agency or instrumentality of the United States.

This certifies that the above-named Registered Owner is the registered owner of a beneficial interest in a trust (the "Trust") that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans (the “Mortgage Loans”), and that was formed by WaMu Asset Acceptance Corp. (the “Company”), which term includes any successor entity under the Pooling Agreement referred to below. The trust was created pursuant to a Pooling and Servicing Agreement, dated as of the Cut-Off Date stated above (the “Pooling Agreement”), among the Company, the Servicer, LaSalle Bank National Association, as Trustee (the “Trustee”), and Christiana Bank & Trust Company, as Delaware Trustee, a summary of certain of the pertinent provisions of which is set forth hereafter. To the extent not defined herein, the capitalized terms used herein have the meanings assigned in the Pooling Agreement. Nothing herein shall be deemed inconsistent with such meanings, and in the event of any conflict between the Pooling Agreement and the terms of this Certificate, the Pooling Agreement shall control. This Certificate is issued under and is subject to the terms, provisions and conditions of the Pooling Agreement, to which Pooling Agreement the Holder of this Certificate, by virtue of the acceptance hereof, assents and by which such Holder is bound.

Distributions will be made, pursuant to the Pooling Agreement, on the 25th day of each month or, if such 25th day is not a Business Day, the Business Day immediately following (the “Distribution Date”), commencing on the first Distribution Date specified above, to the Person in whose name this Certificate is registered at the close of business on the last day (or if such last day is not a Business Day, the Business Day immediately preceding such last day) of the month immediately preceding the month of such distribution (the “Record Date”), to the extent of such Certificateholder's Percentage Interest represented by this Certificate in the portion of the REMIC III Available Distribution Amount for such Distribution Date then distributable on the Certificates of this Class, as specified in Section 4.05 of the Pooling Agreement.

Distributions on this Certificate will be made by the Trustee by wire transfer or check mailed to the address of the Person entitled thereto, as such name and address shall appear on the Certificate Register. Notwithstanding the above, the final distribution on this Certificate will be made after due notice by the Trustee of the pendency of such distribution and only upon presentation and surrender of this Certificate to the Certificate Registrar.

Reference is hereby made to the further provisions of this Certificate set forth below, which further provisions shall for all purposes have the same effect as if set forth at this place.

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Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee, by manual signature, this Certificate shall not be entitled to any benefit under the Pooling Agreement or be valid for any purpose.

IN WITNESS WHEREOF, the Trust has caused this Certificate to be duly executed.

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATES
WMALT SERIES 2006-5 TRUST

By: LASALLE BANK NATIONAL ASSOCIATION, as Trustee

By: _____

(TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This is one of the Certificates referred to in the within-mentioned Pooling Agreement.

LASALLE BANK NATIONAL ASSOCIATION,

as Trustee

By: _____

Dated: _____

WaMu ASSET ACCEPTANCE CORP.

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

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This Certificate is one of a duly authorized issue of Certificates designated as Washington Mutual Mortgage Pass-Through Certificates of the Series and Class specified hereon (herein called the "Certificates") and representing a beneficial interest in the Trust.

The Certificates do not represent an obligation of, or an interest in, the Company or any of its affiliates and are not insured or guaranteed by any governmental agency. The Certificates are limited in right of payment to certain collections and recoveries respecting the Mortgage Loans, all as more specifically set forth herein and in the Pooling Agreement. In the event funds are advanced with respect to any Mortgage Loan, such advance is reimbursable to the Servicer from the related recoveries on such Mortgage Loan or from amounts received with respect to other Mortgage Loans to the extent that such advance is not otherwise recoverable.

As provided in the Pooling Agreement, withdrawals from the Certificate Account may be made from time to time for purposes other than distributions to Certificateholders, such purposes including reimbursement to the Servicer of advances made, or certain expenses incurred, by it.

The Pooling Agreement permits, with certain exceptions therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Certificateholders under the Pooling Agreement at any time by the Company, the Servicer and the Trustee with the consent of the Holders of the Certificates evidencing Percentage Interests aggregating not less than 66% of REMIC III. Any such consent by the Holder of this Certificate shall be conclusive and binding on such Holder and upon all future Holders of this Certificate and of any Certificate issued upon the transfer hereof or in exchange herefor or in lieu hereof whether or not notation of such consent is made upon this Certificate. The Pooling Agreement also permits the amendment thereof, in certain limited circumstances, without the consent of the Holders of any of the Certificates.

As provided in the Pooling Agreement and subject to certain limitations therein set forth, the transfer of this Certificate is registrable in the Certificate Register upon surrender of this Certificate for registration of transfer at the office of the Certificate Registrar or the office maintained by the Trustee in the City and State of New York, duly endorsed by, or accompanied by an assignment in the form below or other written instrument of transfer in form satisfactory to the Trustee or any Authenticating Agent duly executed by, the Holder hereof or such Holder's attorney duly authorized in writing, and thereupon one or more new Certificates of Authorized Denominations evidencing the same Percentage Interest set forth hereinabove will be issued to the designated transferee or transferees.

[to be used only in the case of the Class 3-C Certificates:] [No transfer of a Certificate will be made unless such transfer is exempt from or is made in accordance with the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") and any applicable state securities laws. In the event that a transfer is to be made without registration or qualification under applicable laws, (i) in the event such transfer is made pursuant to Rule 144A under the Securities Act, the Company and the Trustee may require the transferee to execute an investment letter in substantially the form attached as Exhibit L to the Pooling Agreement, which investment letter shall not be an expense of the Company, the Servicer, the Trust, the Delaware Trustee or the Trustee and (ii) in the event that such a transfer is not made pursuant to Rule 144A under the Securities Act, the Trustee may require an Opinion of Counsel satisfactory to the Trustee that such transfer may be made without such registration or qualification, which Opinion of Counsel shall not be an expense of the Company, the Servicer, the Trust, the Trustee or the Delaware Trustee. Neither the Company nor the Trust will register the Certificate under the Securities Act, qualify the Certificate under any state securities law or provide registration rights to any purchaser. Any Holder desiring to effect such transfer shall, and does hereby agree to, indemnify the Trust, the Trustee, the Delaware Trustee, the Company and the Servicer against any liability that may result if the transfer is not made in accordance with the Pooling Agreement.]

The Certificates are issuable only as registered Certificates without coupons in Authorized Denominations specified in the Pooling Agreement. As provided in the Pooling Agreement and subject to certain limitations therein set forth, Certificates are exchangeable for new Certificates of Authorized Denominations of like Certificate Principal Balance or Percentage Interest, as applicable, as requested by the Holder surrendering the same.

A reasonable service charge may be made for any such registration of transfer or exchange, and the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The Company, the Servicer, the Trust, the Trustee, the Delaware Trustee and any agent of any of them may treat the Person in whose name this Certificate is registered as the owner hereof for all purposes, and none of the Company, the Servicer, the Trust, the Trustee, the Delaware Trustee nor any agent thereof shall be affected by notice to the contrary.

The obligations created by the Pooling Agreement and the Trust created thereby shall terminate upon (i) the later of the final payment or other liquidation (including purchase by the Servicer) of the last Mortgage Loan owned by the Trust or the disposition of all property acquired upon foreclosure or deed in lieu of foreclosure of any Mortgage Loan, and (ii) the payment to Certificateholders of all amounts required to be paid to them pursuant to the Pooling Agreement. The Pooling Agreement permits, but does not require, the Servicer to purchase from the Trust all Mortgage Loans at the time subject thereto and all property acquired by the Trust in respect of any Mortgage Loan upon payment to the Certificateholders of the amounts specified in the Pooling Agreement. The exercise of such right will effect early retirement of the Certificates, the Servicer's right to purchase being subject to the aggregate Principal Balance of the Mortgage Loans at the time of purchase being less than the Clean-Up Call Percentage of the aggregate Principal Balance of the Mortgage Loans as of the Cut-Off Date.

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ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sell(s) and assign(s) and transfer(s) unto

_____

_____

_____

(Please print or typewrite name and address, including postal zip code of assignee. Please insert social security or other identifying number of assignee.)
the within WaMu Mortgage Pass-Through Certificate and hereby irrevocably constitutes and appoints

_____

Attorney to transfer said Certificate on the Certificate Register, with full power of substitution in the premises.

Dated: _____

_____
Signature Guaranteed

_____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within instrument in every particular, without alteration or enlargement or any change whatever. This Certificate does not represent an obligation of or an interest in WaMu Asset Acceptance Corp. or any of its affiliates. Neither this Certificate nor the underlying Mortgage Loans are guaranteed by any agency or instrumentality of the United States.

Exhibit H-2

FORM OF ADDITIONAL MATTER INCORPORATED INTO
THE FORM OF THE CLASS PPP CERTIFICATES

This Certificate does not represent an obligation of or interest in WaMu Asset Acceptance Corp. or any of its affiliates. Neither this Certificate nor the underlying Mortgage Loans are guaranteed by any agency or instrumentality of the United States.

This certifies that the above-named Registered Owner is the registered owner of a beneficial interest in a trust (the "Trust") that owns a pool of assets consisting of, among other things, conventional one- to four-family mortgage loans (the “Mortgage Loans”), and that was formed by WaMu Asset Acceptance Corp. (the “Company”), which term includes any successor entity under the Pooling Agreement referred to below. The trust was created pursuant to a Pooling and Servicing Agreement, dated as of the Cut-Off Date stated above (the “Pooling Agreement”), among the Company, the Servicer, LaSalle Bank National Association, as Trustee (the “Trustee”), and Christiana Bank & Trust Company, as Delaware Trustee, a summary of certain of the pertinent provisions of which is set forth hereafter. To the extent not defined herein, the capitalized terms used herein have the meanings assigned in the Pooling Agreement. Nothing herein shall be deemed inconsistent with such meanings, and in the event of any conflict between the Pooling Agreement and the terms of this Certificate, the Pooling Agreement shall

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control. This Certificate is issued under and is subject to the terms, provisions and conditions of the Pooling Agreement, to which Pooling Agreement the Holder of this Certificate, by virtue of the acceptance hereof, assents and by which such Holder is bound.

Distributions will be made, pursuant to the Pooling Agreement, on the 25th day of each month or, if such 25th day is not a Business Day, the Business Day immediately following (the "Distribution Date"), commencing on the first Distribution Date specified above, to the Person in whose name this Certificate is registered at the close of business on the last day (or if such last day is not a Business Day, the Business Day immediately preceding such last day) of the month immediately preceding the month of such distribution (the "Record Date"), to the extent of such Certificateholder's Percentage Interest represented by this Certificate in (a) the applicable Assigned Prepayment Premiums for such Distribution Date and (b) on the applicable Distribution Date, the principal distribution on the Certificates of this Class, in each case, as specified in Section 4.05 of the Pooling Agreement.

Distributions on this Certificate will be made by the Trustee by wire transfer or check mailed to the address of the Person entitled thereto, as such name and address shall appear on the Certificate Register. Notwithstanding the above, the final distribution on this Certificate will be made after due notice by the Trustee of the pendency of such distribution and only upon presentation and surrender of this Certificate to the Certificate Registrar.

Reference is hereby made to the further provisions of this Certificate set forth below, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee, by manual signature, this Certificate shall not be entitled to any benefit under the Pooling Agreement or be valid for any purpose.

IN WITNESS WHEREOF, the Trust has caused this Certificate to be duly executed.

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATES,
WMALT SERIES 2006-5 TRUST

By: LASALLE BANK NATIONAL ASSOCIATION, as Trustee

By: _____

(TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This is one of the Certificates referred to in the within-mentioned Pooling Agreement.

LASALLE BANK NATIONAL ASSOCIATION, as Trustee

By: _____

Dated: _____

WaMu ASSET ACCEPTANCE CORP.

WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATE

This Certificate is one of a duly authorized issue of Certificates designated as Washington Mutual Mortgage Pass-Through Certificates of the Series and Class specified hereon (herein called the "Certificates") and representing a beneficial interest in the Trust.

The Certificates do not represent an obligation of, or an interest in, the Company or any of its affiliates and are not insured or guaranteed by any governmental agency. The Certificates are limited in right of payment to certain collections and recoveries respecting the Mortgage Loans, all as more specifically set forth herein and in the Pooling Agreement.

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As provided in the Pooling Agreement, withdrawals from the Certificate Account may be made from time to time for purposes other than distributions to Certificateholders, such purposes including reimbursement to the Servicer of advances made, or certain expenses incurred, by it.

The Pooling Agreement permits, with certain exceptions therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Certificateholders under the Pooling Agreement at any time by the Company, the Servicer and the Trustee with the consent of the Holders of the Certificates evidencing Percentage Interests aggregating not less than 66% of REMIC III; *provided, however,* that any such amendment that modifies the rights of the Class PPP Certificateholders to receive Assigned Prepayment Premiums shall require the consent of each Class PPP Certificateholder. Any such consent by the Holder of this Certificate shall be conclusive and binding on such Holder and upon all future Holders of this Certificate and of any Certificate issued upon the transfer hereof or in exchange herefor or in lieu hereof whether or not notation of such consent is made upon this Certificate. The Pooling Agreement also permits the amendment thereof, in certain limited circumstances, without the consent of the Holders of any of the Certificates.

As provided in the Pooling Agreement and subject to certain limitations therein set forth, the transfer of this Certificate is registrable in the Certificate Register upon surrender of this Certificate for registration of transfer at the office of the Certificate Registrar or the office maintained by the Trustee in the City and State of New York, duly endorsed by, or accompanied by an assignment in the form below or other written instrument of transfer in form satisfactory to the Trustee or any Authenticating Agent duly executed by, the Holder hereof or such Holder's attorney duly authorized in writing, and thereupon one or more new Certificates of Authorized Denominations evidencing the same Percentage Interest set forth hereinabove will be issued to the designated transferee or transferees.

The Certificates are issuable only as registered Certificates without coupons in Authorized Denominations specified in the Pooling Agreement. As provided in the Pooling Agreement and subject to certain limitations therein set forth, Certificates are exchangeable for new Certificates of Authorized Denominations of like Percentage Interest, as requested by the Holder surrendering the same.

A reasonable service charge may be made for any such registration of transfer or exchange, and the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The Company, the Servicer, the Trust, the Trustee, the Delaware Trustee and any agent of any of them may treat the Person in whose name this Certificate is registered as the owner hereof for all purposes, and none of the Company, the Servicer, the Trust, the Trustee, the Delaware Trustee nor any agent thereof shall be affected by notice to the contrary.

The obligations created by the Pooling Agreement and the Trust created thereby shall terminate upon (i) the later of the final payment or other liquidation (including purchase by the Servicer) of the last Mortgage Loan owned by the Trust or the disposition of all property acquired upon foreclosure or deed in lieu of foreclosure of any Mortgage Loan, and (ii) the payment to Certificateholders of all amounts required to be paid to them pursuant to the Pooling Agreement. The Pooling Agreement permits, but does not require, the Servicer to purchase from the Trust all Mortgage Loans at the time subject thereto and all property acquired by the Trust in respect of any Mortgage Loan upon payment to the Certificateholders of the amounts specified in the Pooling Agreement. The exercise of such right will effect early retirement of the Certificates, the Servicer's right to purchase being subject to the aggregate Principal Balance of the Mortgage Loans at the time of purchase being less than the Clean-Up Call Percentage of the aggregate Principal Balance of the Mortgage Loans as of the Cut-Off Date.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sell(s) and assign(s) and transfer(s) unto

_____

_____

_____

(Please print or typewrite name and address, including postal zip code of assignee. Please insert social security or other identifying number of assignee.)
the within WaMu Mortgage Pass-Through Certificate and hereby irrevocably constitutes and appoints

_____

Attorney to transfer said Certificate on the Certificate Register, with full power of substitution in the premises.

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Dated: _____

_____
Signature Guaranteed

_____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within instrument in every particular, without alteration or enlargement or any change whatever. This Certificate does not represent an obligation of or an interest in WaMu Asset Acceptance Corp. or any of its affiliates. Neither this Certificate nor the underlying Mortgage Loans are guaranteed by any agency or instrumentality of the United States.

Exhibit I

TRANSFEROR CERTIFICATE FOR CLASS R CERTIFICATES

[Date]

LaSalle Bank National Association, as Trustee
135 South LaSalle Street, Suite 1625
Chicago, Illinois, 60603
Attention: Global Securitization Trust Services

Re: WaMu Asset Acceptance Corp. Washington Mutual Mortgage Pass-Through Certificates, WMALT Series 2006-5, Class R

Ladies and Gentlemen:

This letter is delivered to you in connection with the sale from _____ (the "Seller") to _____ (the "Purchaser") of $_____ initial Certificate Principal Balance of Washington Mutual Mortgage Pass-Through Certificates, WMALT Series 2006-5, Class R (the "Certificate"), pursuant to Section 5.01 of the Pooling and Servicing Agreement (the "Pooling Agreement"), dated as of June 1, 2006 among WaMu Asset Acceptance Corp., as depositor (the "Company"), Washington Mutual Bank, as servicer (the "Servicer"), LaSalle Bank National Association, as trustee (the "Trustee"), and Christiana Bank & Trust Company, as Delaware trustee. All terms used herein and not otherwise defined shall have the meanings set forth in the Pooling Agreement. The Seller hereby certifies, represents and warrants to, and covenants with, the Company, the Servicer, the Trustee and the Trust that:

1. No purpose of the Seller relating to the sale of the Certificate by the Seller to the Purchaser is or will be to enable the Seller to impede the assessment or collection of tax.

2. The Seller understands that the Purchaser has delivered to the Trustee and the Company a transferee affidavit and agreement in the form attached to the Pooling Agreement as Exhibit J. The Seller does not know or believe that any representation contained therein is false.

3. The Seller has no actual knowledge that the proposed Transferee is not a Permitted Transferee.

4. The Seller has no actual knowledge that the Purchaser would be unwilling or unable to pay taxes due on its share of the taxable income attributable to the Certificates.

5. The Seller has conducted a reasonable investigation of the financial condition of the Purchaser and, as a result of the investigation, found that the Purchaser has historically paid its debts as they came due, and found no significant evidence to indicate that the Purchaser will not continue to pay its debts as they come due in the future.

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6. The Purchaser has represented to the Seller that, if the Certificates constitute a noneconomic residual interest, it (i) understands that as holder of a noneconomic residual interest it may incur tax liabilities in excess of any cash flows generated by the interest, and (ii) intends to pay taxes associated with its holding of the Certificates as they become due.

Very truly yours,

[Seller]

By: _____

Name: _____

Title: _____

Exhibit J

TRANSFEREE AFFIDAVIT AND AGREEMENT FOR CLASS R CERTIFICATES

STATE OF _____)
) ss:
COUNTY OF _____)

[NAME OF OFFICER], being first duly sworn, deposes and says:

1. That he is [Title of Officer] of [Name of Owner] (record or beneficial owner of the Class R Certificate (the "Owner")), a [savings institution] [corporation] duly organized and existing under the laws of [the State of _____] [the United States], on behalf of which he makes this affidavit and agreement.

2. That the Owner (i) is not and will not be a "disqualified organization" as of [date of transfer] within the meaning of Section 860E(e)(5) of the Internal Revenue Code of 1986, as amended (the "Code") and will endeavor to remain other than a disqualified organization for so long as it retains its ownership interest in the Class R Certificates, and (ii) is acquiring the Class R Certificates for its own account or for the account of another Owner from which it has received an affidavit and agreement in substantially the same form as this affidavit and

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agreement. (For this purpose, a disqualified organization" means the United States, any state or political subdivision thereof, or any agency or instrumentality of any of the foregoing (other than an instrumentality all of the activities of which are subject to tax and, except for the Federal Home Loan Mortgage Corporation, a majority of whose board of directors is not selected by any such governmental entity), or any foreign government or international organization, or any agency or instrumentality of such foreign government or organization, any rural electric or telephone cooperative, or any organization (other than certain farmers' cooperatives) that is generally exempt from federal income tax unless such organization is subject to the tax on unrelated business taxable income).

3. That the Owner is aware (i) of the tax that would be imposed on transfers of the Class R Certificates after March 31, 1988; (ii) that such tax would be on the transferor, or, if such transfer is through an agent (which person includes a broker, nominee or middle-man) for a disqualified organization, on the agent; (iii) that the person otherwise liable for the tax shall be relieved of liability for the tax if the transferee furnishes to such person an affidavit that the transferee is not a disqualified organization and, at the time of transfer, such person does not have actual knowledge that the affidavit is false; and (iv) that the Class R Certificates may be a "noneconomic residual interest" within the meaning of Treasury regulations promulgated pursuant to the Code and that the transferor of a noneconomic residual interest will remain liable for any taxes due with respect to the income on such residual interest, if a significant purpose of the transfer was to enable the transferor to impede the assessment or collection of tax.

4. That the Owner is aware of the tax imposed on a "pass-through entity" holding the Class R Certificates if at any time during the taxable year of the pass-through entity a disqualified organization is the record holder of an interest in such entity. (For this purpose, a "pass through entity" includes a regulated investment company, a real estate investment trust or common trust fund, a partnership, trust or estate, and certain cooperatives.)

5. That the Owner is aware that the Trustee will not register the Transfer of the Class R Certificates unless the transferee, or the transferees' agent, delivers to it an affidavit and agreement, among other things, in substantially the same form as this affidavit and agreement. The Owner expressly agrees that it will not consummate any such transfer if it knows or believes that any of the representations contained in such affidavit and agreement are false.

6. That the Owner has reviewed the restrictions set forth on the face of the Class R Certificates and the provisions of Section 5.01 of the Pooling Agreement under which the Class R Certificates were issued (in particular, clauses (iii)(A) and (iii)(B) of Section 5.01(c) which authorize the Trustee to deliver payments to a person other than the Owner and negotiate a mandatory sale by the Trustee in the event the Owner holds such Certificates in violation of Section 5.01). The Owner expressly agrees to be bound by and to comply with such restrictions and provisions.

7. That the Owner consents to any additional restrictions or arrangements that shall be deemed necessary upon advice of counsel to constitute a reasonable arrangement to ensure that the Class R Certificates will only be owned, directly or indirectly, by an Owner that is not a disqualified organization.

8. The Owner's Taxpayer Identification Number is _____ .

9. That no purpose of the Owner relating to the purchase of the Class R Certificates by the Owner is or will be to enable the transferor to impede the assessment or collection of tax, and that in making this representation, the Owner warrants that the Owner is familiar with Treasury Regulation 1.860E-1(c) and with the preamble to the adoption of amendments to that regulation as of July 19, 2002, attached hereto as Exhibit 1.

10. That the Owner anticipates that it will, so long as it holds the Class R Certificates, have sufficient assets to pay any taxes owed by the holder of such Certificates, and hereby represents to and for the benefit of the person from whom it acquired the Class R Certificates that the Owner intends to pay taxes associated with holding such Certificates as they become due, fully understanding that it may incur tax liabilities in excess of any cash flows generated by the Class R Certificates. That the Owner has provided financial statements or other financial information requested by the transferor in connection with the transfer of the Class R Certificates to permit the transferor to assess the financial capability of the Owner to pay such taxes.

11. That the Owner has no present knowledge or expectation that it will be unable to pay any United States taxes owed by it so long as any of the Class R Certificates remain outstanding.

12. That the Owner has no present knowledge or expectation that it will become insolvent or subject to a bankruptcy proceeding for so long as any of the Class R Certificates remain outstanding.

13. That the Owner is familiar with Treasury Regulation 1.860E-1(c) and with the preamble to the adoption of amendments to that regulation as of July 19, 2002, attached hereto as Exhibit 1, and that no purpose of the Owner relating to any sale of the Class R Certificates by the Owner will be to impede the assessment or collection of tax.

14. The Owner is a citizen or resident of the United States, a corporation, partnership or other entity treated as a partnership or corporation for U.S. federal income tax purposes created or organized in, or under the laws of, the United States or 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.

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15. The Owner hereby agrees that it will not cause income from the Class R Certificates to be attributable to a foreign permanent establishment or fixed base (within the meaning of an applicable income tax treaty) of the Owner or another United States taxpayer.

16. The Owner hereby agrees to cooperate with the Company and to take any action required of it by the Code or Treasury regulations thereunder (whether now or hereafter promulgated) in order to create or maintain the REMIC status of REMIC I, REMIC II and REMIC III (the "REMICs").

17. The Owner hereby agrees that it will not take any action that could endanger the REMIC status of the REMICs or result in the imposition of tax on the REMICs unless counsel for, or acceptable to, the Company has provided an opinion that such action will not result in the loss of such REMIC status or the imposition of such tax, as applicable.

18. The Owner as transferee of the Class R Certificates has represented to the transferor that, if the Class R Certificates constitute a noneconomic residual interest, the Owner (i) understands that as holder of a noneconomic residual interest it may incur tax liabilities in excess of any cash flows generated by the interest, and (ii) intends to pay taxes associated with its holding of the Class R Certificates as they become due.

19. That the Owner satisfies the condition in the paragraph marked below [mark one paragraph only]:

___ The Owner is not an employee benefit or other plan subject to the prohibited transaction provisions of the Employee Retirement Income Security Act of 1974, as amended, or Section 4975 of the Internal Revenue Code of 1986, as amended (a "Plan"), or any other person (including an investment manager, a named fiduciary or a trustee of any Plan) acting, directly or indirectly, on behalf of, or purchasing the Class R Certificates with "plan assets" of, any Plan within the meaning of the Department of Labor ("DOL") regulation at 29 C.F.R. Section 2510.3-101.

___ The Owner has delivered a Benefit Plan Opinion (as defined in Section 1.01 of the Pooling Agreement under which the Class R Certificates were issued).

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

[Name of Owner]

By: _____

[Name of Officer]

[Title of Officer

[Corporate Seal]

ATTEST:

[Assistant Secretary]

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

Subscribed and sworn before me this ___ day of _____, 20__.

NOTARY PUBLIC

COUNTY OF _____

STATE OF _____

My commission expires the ___ day of _____ , 20 __ .

Exhibit 1 to Transferee Affidavit

DEPARTMENT OF THE TREASURY

Internal Revenue Service

26 CFR Parts 1 and 602

[TD 9004]

RIN 1545-AW98

Real Estate Mortgage Investment Conduits

AGENCY: Internal Revenue Service (IRS), Treasury.

ACTION: Final regulations.

SUMMARY: This document contains final regulations relating to safe harbor transfers of noneconomic residual interests in real estate mortgage investment conduits (REMICs). The final regulations provide additional limitations on the

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circumstances under which transferors may claim safe harbor treatment.

DATES: Effective Date: These regulations are effective July 19, 2002. Applicability Date: For dates of applicability, see Sec. 1.860E-(1)(c)(10).

FOR FURTHER INFORMATION CONTACT: Courtney Shepardson at (202) 622-3940 (not a toll-free number).

SUPPLEMENTARY INFORMATION:

Paperwork Reduction Act

The collection of information in this final rule has been reviewed and, pending receipt and evaluation of public comments, approved by the Office of Management and Budget (OMB) under 44 U.S.C. 3507 and assigned control number 1545-1675. The collection of information in this regulation is in Sec. 1.860E-1(c)(5)(ii). This information is required to enable the IRS to verify that a taxpayer is complying with the conditions of this regulation. The collection of information is mandatory and is required. Otherwise, the taxpayer will not receive the benefit of safe harbor treatment as provided in the regulation. The likely respondents are businesses and other for-profit institutions.

Comments on the collection of information should be sent to the Office of Management and Budget, Attn: Desk Officer for the Department of the Treasury, Office of Information and Regulatory Affairs, Washington, DC, 20503, with copies to the Internal Revenue Service, Attn: IRS Reports Clearance Officer, W:CAR:MP:FP:S, Washington, DC 20224. Comments on the collection of information should be received by September 17, 2002. Comments are specifically requested concerning:

Whether the collection of information is necessary for the proper performance of the functions of the Internal Revenue Service, including whether the information will have practical utility;

The accuracy of the estimated burden associated with the collection of information (see below);

How the quality, utility, and clarity of the information to be collected may be enhanced;

How the burden of complying with the collection of information may be minimized, including through the application of automated collection techniques or other forms of information technology; and

Estimates of capital or start-up costs and costs of operation, maintenance, and purchase of service to provide information.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by the Office of Management and Budget.

The estimated total annual reporting burden is 470 hours, based on an estimated number of respondents of 470 and an estimated average annual burden hours per respondent of one hour.

Books or records relating to a collection of information must be retained as long as their contents may become material in the administration of any internal revenue law. Generally, tax returns and tax return information are confidential, as required by 26 U.S.C. 6103.

Background

This document contains final regulations regarding the proposed amendments to 26 CFR part 1 under section 860E of the Internal Revenue Code (Code). The regulations provide the circumstances under which a transferor of a noneconomic REMIC residual interest meeting the investigation and representation requirements may avail itself of the safe harbor by satisfying either the formula test or the asset test.

Final regulations governing REMICs, issued in 1992, contain rules governing the transfer of noneconomic REMIC residual interests. In general, a transfer of a noneconomic residual interest is disregarded for all tax purposes if a significant purpose of the transfer is to enable the transferor to impede the assessment or collection of tax. A purpose to impede the assessment or collection of tax (a wrongful purpose) exists if the transferor, at the time of the transfer, either knew or should have known that the transferee would be unwilling or unable to pay taxes due on its share of the REMIC's taxable income.

Under a safe harbor, the transferor of a REMIC noneconomic residual interest is presumed not to have a wrongful purpose if two requirements are satisfied: (1) the transferor conducts a reasonable investigation of the transferee's financial condition (the investigation requirement); and (2) the transferor secures a representation from the transferee to the effect that the transferee understands the tax obligations associated with holding a residual interest and intends to pay those taxes (the representation requirement).

The IRS and Treasury have been concerned that some transferors of noneconomic residual interests claim they satisfy the safe harbor even in situations where the economics of the transfer clearly indicate the transferee is unwilling or unable to pay the tax associated with holding the interest. For this reason, on February 7, 2000, the IRS published in the Federal Register (65 FR 5807) a notice of proposed rulemaking (REG-100276-97; REG-122450-98) designed to clarify the safe harbor by adding the ``formula test,'' an economic test. The proposed

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regulation provides that the safe harbor is unavailable unless the present value of the anticipated tax liabilities associated with holding the residual interest does not exceed the sum of: (1) The present value of any consideration given to the transferee to acquire the interest; (2) the present value of the expected future distributions on the interest; and (3) the present value of the anticipated tax savings associated with holding the interest as the REMIC generates losses.

The notice of proposed rulemaking also contained rules for FASITs. Section 1.860H-6(g) of the proposed regulations provides requirements for transfers of FASIT ownership interests and adopts a safe harbor by reference to the safe harbor provisions of the REMIC regulations.

In January 2001, the IRS published Rev. Proc. 2001-12 (2001-3 I.R.B. 335) to set forth an alternative safe harbor that taxpayers could use while the IRS and the Treasury considered comments on the proposed regulations. Under the alternative safe harbor, if a transferor meets the investigation requirement and the representation requirement but the transfer fails to meet the formula test, the transferor may invoke the safe harbor if the transferee meets a two-prong test (the asset test). A transferee generally meets the first prong of this test if, at the time of the transfer, and in each of the two years preceding the year of transfer, the transferee's gross assets exceed $100 million and its net assets exceed $10 million. A transferee generally meets the second prong of this test if it is a domestic, taxable corporation and agrees in writing not to transfer the interest to any person other than another domestic, taxable corporation that also satisfies the requirements of the asset test. A transferor cannot rely on the asset test if the transferor knows, or has reason to know, that the transferee will not comply with its written agreement to limit the restrictions on subsequent transfers of the residual interest.

Rev. Proc. 2001-12 provides that the asset test fails to be satisfied in the case of a transfer or assignment of a noneconomic residual interest to a foreign branch of an otherwise eligible transferee. If such a transfer or assignment were permitted, a corporate taxpayer might seek to claim that the provisions of an applicable income tax treaty would resource excess inclusion income as foreign source income, and that, as a consequence, any U.S. tax liability attributable to the excess inclusion income could be offset by foreign tax credits. Such a claim would impede the assessment or collection of U.S. tax on excess inclusion income, contrary to the congressional purpose of assuring that such income will be taxable in all events. See, e.g., sections 860E(a)(1), (b), (e) and 860G(b) of the Code.

The Treasury and the IRS have learned that certain taxpayers transferring noneconomic residual interests to foreign branches have attempted to rely on the formula test to obtain safe harbor treatment in an effort to impede the assessment or collection of U.S. tax on excess inclusion income. Accordingly, the final regulations provide that if a noneconomic residual interest is transferred to a foreign permanent establishment or fixed base of a U.S. taxpayer, the transfer is not eligible for safe harbor treatment under either the asset test or the formula test. The final regulations also require a transferee to represent that it will not cause income from the noneconomic residual interest to be attributable to a foreign permanent establishment or fixed base.

Section 1.860E-1(c)(8) provides computational rules that a taxpayer may use to qualify for safe harbor status under the formula test. Section 1.860E-1(c)(8)(i) provides that the transferee is presumed to pay tax at a rate equal to the highest rate of tax specified in section 11(b). Some commentators were concerned that this presumed rate of taxation was too high because it does not take into consideration taxpayers subject to the alternative minimum tax rate. In light of the comments received, this provision has been amended in the final regulations to allow certain transferees that compute their taxable income using the alternative minimum tax rate to use the alternative minimum tax rate applicable to corporations.

Additionally, Sec. 1.860E-1(c)(8)(iii) provides that the present values in the formula test are to be computed using a discount rate equal to the applicable Federal short-term rate prescribed by section 1274(d). This is a change from the proposed regulation and Rev. Proc. 2001-12. In those publications the provision stated that “present values are computed using a discount rate equal to the applicable Federal rate prescribed in section 1274(d) compounded semiannually” and that “[a] lower discount rate may be used if the transferee can demonstrate that it regularly borrows, in the course of its trade or business, substantial funds at such lower rate from an unrelated third party.” The IRS and the Treasury Department have learned that, based on this provision, certain taxpayers have been attempting to use unrealistically low or zero interest rates to satisfy the formula test, frustrating the intent of the test. Furthermore, the Treasury Department and the IRS believe that a rule allowing for a rate other than a rate based on an objective index would add unnecessary complexity to the safe harbor. As a result, the rule in the proposed regulations that permits a transferee to use a lower discount rate, if the transferee can demonstrate that it regularly borrows substantial funds at such lower rate, is not included in the final regulations; and the Federal short-term rate has been substituted for the applicable Federal rate. To simplify taxpayers' computations, the final regulations allow use of any of the published short-term rates, provided that the present values are computed with a corresponding period of compounding. With the exception of the provisions relating to transfers to foreign branches, these changes generally have the proposed applicability date of February 4, 2000, but taxpayers may choose to apply the interest rate formula set forth in the proposed regulation and Rev. Proc. 2001-12 for transfers occurring before August 19, 2002.

It is anticipated that when final regulations are adopted with respect to FASITs, Sec. 1.860H-6(g) of the proposed regulations will be adopted in substantially its present form, with the result that the final regulations contained in this document will also govern transfers of FASIT ownership interests with substantially the same applicability date as is contained in this document.

Effect on Other Documents

Rev. Proc. 2001-12 (2001-3 I.R.B. 335) is obsolete for transfers of noneconomic residual interests in REMICs occurring on or after August 19, 2002.

Special Analyses

It is hereby certified that these regulations will not have a significant economic impact on a substantial number of small entities. This

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certification is based on the fact that it is unlikely that a substantial number of small entities will hold REMIC residual interests. Therefore, a Regulatory Flexibility Analysis under the Regulatory Flexibility Act (5 U.S.C. chapter 6) is not required. It has been determined that this Treasury decision is not a significant regulatory action as defined in Executive Order 12866. Therefore, a regulatory assessment is not required. It also has been determined that sections 553(b) and 553(d) of the Administrative Procedure Act (5 U.S.C. chapter 5) do not apply to these regulations.

Drafting Information

The principal author of these regulations is Courtney Shepardson. However, other personnel from the IRS and Treasury Department participated in their development.

List of Subjects

26 CFR Part 1

Income taxes, Reporting and record keeping requirements.

26 CFR Part 602

Reporting and record keeping requirements.

Adoption of Amendments to the Regulations

Accordingly, 26 CFR parts 1 and 602 are amended as follows:

PART 1--INCOME TAXES

Paragraph 1. The authority citation for part 1 continues to read in part as follows:

Authority: 26 U.S.C. 7805 * * *

Exhibit K

[Reserved]

Exhibit L

[FORM OF RULE 144A INVESTMENT REPRESENTATION]

Description of Rule 144A Securities, including numbers:

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_____
_____
_____
_____

The undersigned seller, as registered holder (the "Seller"), intends to transfer the Rule 144A Securities described above to the undersigned buyer (the "Buyer").

1. In connection with such transfer and in accordance with the agreements pursuant to which the Rule 144A Securities were issued, the Seller hereby certifies the following facts: Neither the Seller nor anyone acting on its behalf has offered, transferred, pledged, sold or otherwise disposed of the Rule 144A Securities, any interest in the Rule 144A Securities or any other similar security to, or solicited any offer to buy or accept a transfer, pledge or other disposition of the Rule 144A Securities, any interest in the Rule 144A Securities or any other similar security from, or otherwise approached or negotiated with respect to the Rule 144A Securities, any interest in the Rule 144A Securities or any other similar security with, any person in any manner, or made any general solicitation by means of general advertising or in any other manner, or taken any other action, that would constitute a distribution of the Rule 144A Securities under the Securities Act of 1933, as amended (the "1933 Act"), or that would render the disposition of the Rule 144A Securities a violation of Section 5 of the 1933 Act or require registration pursuant thereto, and that the Seller has not offered the Rule 144A Securities to any person other than the Buyer or another "qualified institutional buyer" as defined in Rule 144A under the 1933 Act.

2. The Buyer warrants and represents to, and covenants with, the Seller, the Trustee, the Trust and the Servicer (as defined in Section 1.01 of the Pooling and Servicing Agreement (the "Agreement") dated as of June 1, 2006 among WaMu Asset Acceptance Corp., as Depositor, Washington Mutual Bank, as Servicer, LaSalle Bank National Association, as Trustee, and Christiana Bank & Trust Company, as Delaware Trustee) pursuant to Section 5.01(f) of the Agreement, as follows:

a. The Buyer understands that the Rule 144A Securities have not been registered under the 1933 Act or the securities laws of any state.

b. The Buyer considers itself a substantial, sophisticated institutional investor having such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of investment in the Rule 144A Securities.

c. The Buyer has received and reviewed the Private Placement Memorandum dated June 29, 2006 relating to the Rule 144A Securities and has been furnished with all information regarding the Rule 144A Securities that it has requested from the Seller, the Trustee, the Company or the Servicer.

d. Neither the Buyer nor anyone acting on its behalf has offered, transferred, pledged, sold or otherwise disposed of the Rule 144A Securities, any interest in the Rule 144A Securities or any other similar security to, or solicited any offer to buy or accept a transfer, pledge or other disposition of the Rule 144A Securities, any interest in the Rule 144A Securities or any other similar security from, or otherwise approached or negotiated with respect to the Rule 144A Securities, any interest in the Rule 144A Securities or any other similar security with, any person in any manner, or made any general solicitation by means of general advertising or in any other manner, or taken any other action, that would constitute a distribution of the Rule 144A Securities under the 1933 Act or that would render the disposition of the Rule 144A Securities a violation of Section 5 of the 1933 Act or require registration pursuant thereto, nor will it act, nor has it authorized or will it authorize any person to act, in such manner with respect to the Rule 144A Securities.

e. The Buyer is a "qualified institutional buyer" as that term is defined in Rule 144A under the 1933 Act and has (1) completed either of the forms of certification to that effect attached hereto as Annex 1 or Annex 2, or (2) obtained the waiver of the Company with respect to Annex 1 and Annex 2 pursuant to Section 5.01(f) of the Agreement. The Buyer is aware that the sale to it is being made in reliance on Rule 144A. The Buyer is acquiring the Rule 144A Securities for its own account or the accounts of other qualified institutional buyers, understands that such Rule 144A Securities may be resold, pledged or transferred only (i) to a person reasonably believed to be a qualified institutional buyer that purchases for its own account or for the account of a qualified institutional buyer to whom notice is given that the resale, pledge or transfer is being made in reliance on Rule 144A, or (ii) pursuant to another exemption from registration under the 1933 Act.

f. The Buyer is not affiliated with (i) the Trustee or (ii) any Rating Agency that rated the Rule 144A Securities.

g. If applicable, the Buyer has complied, and will continue to comply, with the guidelines established by Thrift Bulletin 13a issued April 23, 1998, by the Office of Regulatory Activities of the Federal Home Loan Bank System.

3. This document may be executed in one or more counterparts and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed to be an original; such counterparts, together, shall constitute one and the same document.

IN WITNESS WHEREOF, each of the parties has executed this document as of the date set forth below.

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_____	_____
Print Name of Seller	Print Name of Buyer
By: _____	By: _____
Name:	Name:
Title:	Title:
Taxpayer Identification Number:	Taxpayer Identification Number:
_____	_____
Date: _____	Date: _____

Annex 1 to Exhibit L

QUALIFIED INSTITUTIONAL BUYER STATUS UNDER SEC RULE 144A

[For Buyers Other Than Registered Investment Companies]

The undersigned hereby certifies as follows in connection with the Rule 144A Investment Representation to which this Certification is attached:

1. As indicated below, the undersigned is the President, Chief Financial Officer, Senior Vice President or other executive officer of the Buyer.

2. In connection with purchases by the Buyer, the Buyer is a "qualified institutional buyer" as that term is defined in Rule 144A under the Securities Act of 1933 ("Rule 144A") because (i) the Buyer owned and/or invested on a discretionary basis $_____ (the Buyer must own and/or invest on a discretionary basis at least $100,000,000 in securities unless the Buyer is a dealer, and, in that case, the Buyer must own and/or invest on a discretionary basis at least $10,000,000 in securities) in securities (except for the excluded securities referred to below) as of the end of the Buyer's most recent fiscal year (such amount being calculated in accordance with Rule 144A) and (ii) the Buyer satisfies the criteria in the category marked below.

___ Corporation, etc. The Buyer is a corporation (other than a bank, savings and loan association or similar institution), Massachusetts or similar business trust, partnership, or charitable organization described in Section 501(c)(3) of the Internal Revenue Code.

___ Bank. The Buyer (a) is a national bank or banking institution organized under the laws of any State, territory or the District of Columbia, the business of which is substantially confined to banking and is supervised by the State or territorial banking commission or similar official or is a foreign bank or equivalent institution, and (b) has an audited net worth of at least $25,000,000 as demonstrated in its latest annual financial statements, a copy of which is attached hereto.

___ Savings and Loan. The Buyer (a) is a savings and loan association, building and loan association, cooperative bank, homestead association or similar institution, which is supervised and examined by a State or Federal authority having supervision over any such institutions or is a foreign savings and loan association or equivalent institution and (b) has an audited net worth of at least $25,000,000 as demonstrated in its latest annual financial statements.

___ Broker-Dealer. The Buyer is a dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934.

___ Insurance Company. The Buyer is an insurance company whose primary and predominant business activity is the writing of insurance or the reinsuring of risks underwritten by insurance companies and which is subject to supervision by the insurance commissioner or a similar official or agency of a State or territory or the District of Columbia.

___ State or Local Plan. The Buyer is a plan established and maintained by a State, its political subdivisions, or any agency or instrumentality of the State or its political subdivisions, for the benefit of its employees.

___ ERISA Plan. The Buyer is an employee benefit plan within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and is subject to the fiduciary responsibility provisions of ERISA.

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___ Investment Adviser. The Buyer is an investment adviser registered under the Investment Advisers Act of 1940.

___ SBIC. The Buyer is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.

___ Business Development Company. The Buyer is a business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

___ Trust Fund. The Buyer is a trust fund whose trustee is a bank or trust company and whose participants are exclusively (a) plans established and maintained by a State, its political subdivisions, or any agency or instrumentality of the State or its political subdivisions, for the benefit of its employees, or (b) employee benefit plans within the meaning of Title I of the Employee Retirement Income Security Act of 1974, but is not a trust fund that includes as participants individual retirement accounts or H.R. 10 plans.

3. The term "securities" as used herein does not include (i) securities of issuers that are affiliated with the Buyer, (ii) securities that are part of an unsold allotment to or subscription by the Buyer, if the Buyer is a dealer, (iii) bank deposit notes and certificates of deposit, (iv) loan participations, (v) repurchase agreements, (vi) securities owned but subject to a repurchase agreement and (vii) currency, interest rate and commodity swaps.

4. For purposes of determining the aggregate amount of securities owned and/or invested on a discretionary basis by the Buyer, the Buyer used the cost of such securities to the Buyer and did not include any of the securities referred to in the preceding paragraph. Further, in determining such aggregate amount, the Buyer may have included securities owned by subsidiaries of the Buyer, but only if such subsidiaries are consolidated with the Buyer in its financial statements prepared in accordance with generally accepted accounting principles and if the investments of such subsidiaries are managed under the Buyer's direction. However, such securities were not included if the Buyer is a majority-owned, consolidated subsidiary of another enterprise and the Buyer is not itself a reporting company under the Securities Exchange Act of 1934.

5. The Buyer acknowledges that it is familiar with Rule 144A and understands that the seller to it and other parties related to the Certificates are relying and will continue to rely on the statements made herein because one or more sales to the Buyer may be in reliance on Rule 144A.

_____	_____	Will the Buyer be purchasing the Rule 144A Securities for the Buyer's own account?
Yes	No	

6. If the answer to the foregoing question is "no", the Buyer agrees that, in connection with any purchase of securities sold to the Buyer for the account of a third party (including any separate account) in reliance on Rule 144A, the Buyer will only purchase for the account of a third party that at the time is a "qualified institutional buyer" within the meaning of Rule 144A. In addition, the Buyer agrees that the Buyer will not purchase securities for a third party unless the Buyer has obtained a current representation letter from such third party or taken other appropriate steps contemplated by Rule 144A to conclude that such third party independently meets the definition of "qualified institutional buyer" set forth in Rule 144A.

7. The Buyer will notify each of the parties to which this certification is made of any changes in the information and conclusions herein. Until such notice is given, the Buyer's purchase of Rule 144A Securities will constitute a reaffirmation of this certification as of the date of such purchase.

_____
Print Name of Buyer

By: _____
Name:
Title:

Date: _____

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QUALIFIED INSTITUTIONAL BUYER STATUS UNDER SEC RULE 144A

[For Buyers That Are Registered Investment Companies]

The undersigned hereby certifies as follows in connection with the Rule 144A Investment Representation to which this Certification is attached:

1. As indicated below, the undersigned is the President, Chief Financial Officer or Senior Vice President of the Buyer or, if the Buyer is a "qualified institutional buyer" as that term is defined in Rule 144A under the Securities Act of 1933 ("Rule 144A") because Buyer is part of a Family of Investment Companies (as defined below), is such an officer of the Adviser.

2. In connection with purchases by Buyer, the Buyer is a "qualified institutional buyer" as defined in SEC Rule 144A because (i) the Buyer is an investment company registered under the Investment Company Act of 1940, and (ii) as marked below, the Buyer alone, or the Buyer's Family of Investment Companies, owned at least $100,000,000 in securities (other than the excluded securities referred to below) as of the end of the Buyer's most recent fiscal year. For purposes of determining the amount of securities owned by the Buyer or the Buyer's Family of Investment Companies, the cost of such securities was used.

____ The Buyer owned $_____ in securities (other than the excluded securities referred to below) as of the end of the Buyer's most recent fiscal year (such amount being calculated in accordance with Rule 144A).

____ The Buyer is part of a Family of Investment Companies which owned in the aggregate $_____ in securities (other than the excluded securities referred to below) as of the end of the Buyer's most recent fiscal year (such amount being calculated in accordance with Rule 144A).

3. The term "Family of Investment Companies" as used herein means two or more registered investment companies (or series thereof) that have the same investment adviser or investment advisers that are affiliated (by virtue of being majority owned subsidiaries of the same parent or because one investment adviser is a majority owned subsidiary of the other).

4. The term "securities" as used herein does not include (i) securities of issuers that are affiliated with the Buyer or are part of the Buyer's Family of Investment Companies, (ii) bank deposit notes and certificates of deposit, (iii) loan participations, (iv) repurchase agreements, (v) securities owned but subject to a repurchase agreement and (vi) currency, interest rate and commodity swaps.

5. The Buyer is familiar with Rule 144A and understands that each of the parties to which this certification is made are relying and will continue to rely on the statements made herein because one or more sales to the Buyer will be in reliance on Rule 144A. In addition, the Buyer will only purchase for the Buyer's own account.

6. The undersigned will notify each of the parties to which this certification is made of any changes in the information and conclusions herein. Until such notice, the Buyer's purchase of Rule 144A Securities will constitute a reaffirmation of this certification by the undersigned as of the date of such purchase.

_____
Print Name of Buyer

By: _____
Name:
Title:

Date: _____

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IF AN ADVISER:

_____
Print Name of Buyer

By: _____
Name:
Title:

Date: _____

(SEAL)

Exhibit M

[Date]

[Company]

Re: Pooling and Servicing Agreement dated as of June 1, 2006 by and among WaMu Asset Acceptance Corp., as Depositor, Washington Mutual Bank, as Servicer, LaSalle Bank National Association, as Trustee, and Christiana Bank & Trust Company, as Delaware Trustee, relating to WaMu Asset Acceptance Corp. Washington Mutual Mortgage Pass-Through Certificates, WMALT Series 2006-5

Ladies and Gentlemen:

In accordance with Section 2.07 of the above-captioned Pooling and Servicing Agreement, the undersigned, as [Trustee] [Custodian] [Initial Custodian], hereby certifies that, except as noted on the attachment hereto, as to each Mortgage Loan listed in the Mortgage Loan Schedule (other than any Mortgage Loan paid in full or listed on the attachment hereto) it has reviewed the documents delivered to it pursuant to Section 2.05 of the Pooling and Servicing Agreement and has determined that (i) all documents required (in the case of instruments described in clauses (X)(ii), (X)(iv) and (Y)(ix) of the definition of “Mortgage File,” known by it to be required) pursuant to the definition of “Mortgage File” and Section 2.05 of the Pooling and Servicing Agreement to have been executed and received as of the date hereof are in its possession and (ii) all such documents have been executed and relate to the Mortgage Loans identified in the Mortgage Loan Schedule. The [Trustee] [Custodian] [Initial Custodian] has made no independent examination of such documents beyond the review specifically required in the above referenced Pooling and Servicing Agreement and has relied upon the purported genuineness and due execution of any such documents and upon the purported genuineness of any signature thereon. The [Trustee] [Custodian] [Initial Custodian] makes no representations as to: (i) the validity, legality, enforceability or genuineness of any of the documents contained in each Mortgage File or any of the Mortgage Loans identified on the Mortgage Loan Schedule, or (ii) the collectability, insurability, effectiveness or suitability of any such Mortgage Loan.

Capitalized words and phrases used herein shall have the respective meanings assigned to them in the above-captioned Pooling and Servicing Agreement.

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_____
as [Trustee] [Custodian] [Initial Custodian]

By: _____
Name:
Title:

Exhibit N

BENEFIT PLAN AFFIDAVIT

LaSalle Bank National Association, as Trustee (the "Trustee")
135 South LaSalle Street, Suite 1625
Chicago, Illinois, 60603
Attention: Global Securitization Trust Services

WaMu Asset Acceptance Corp. ("Washington Mutual")
1201 Third Avenue, WMT 1706A
Seattle, WA 98101

RE: CLASS [L-B-4][L-B-5][L-B-6][3-B-4][3-B-5][3-C] CERTIFICATES (THE "PURCHASED CERTIFICATES") ISSUED BY WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATES WMALT SERIES 2006-5 TRUST (THE "TRUST")

Under penalties of perjury, I, _____, declare that, to the best of my knowledge and belief, the following representations are true, correct and complete; and

1. That I am the _____ of _____ (the "Purchaser"), whose taxpayer identification number is _____, and on behalf of which I have the authority to make this affidavit.

2. That the Purchaser is acquiring a Purchased Certificate representing an interest in the assets of the Trust.

3. That the Purchaser satisfies the condition in the paragraph marked below [mark one paragraph only]:

___ The Purchaser is not an employee benefit plan or other plan subject to the prohibited transaction provisions of the Employee Retirement Income Security Act of 1974, as amended, or Section 4975 of the Internal Revenue Code of 1986, as amended (a "Plan"), or any other person (including an investment manager, a named fiduciary or a trustee of any Plan) acting, directly or indirectly, on behalf of, or purchasing any of the Purchased Certificates with "plan assets" of, any Plan within the meaning of the Department of Labor ("DOL") regulation at 29 C.F.R. Section 2510.3-101.

___ The Purchaser is an insurance company, the source of funds to be used by it to acquire or hold the Purchased Certificate is an "insurance company general account" (within the meaning of DOL Prohibited Transaction Class Exemption ("PTCE") 95-60), and the conditions in Sections I and III of PTCE 95-60 have been satisfied.

___ The Purchaser has delivered to Washington Mutual and the Trustee a Benefit Plan Opinion (as defined in Section 1.01 of the Pooling and Servicing Agreement, dated as of June 1, 2006, by and among Washington Mutual, the Servicer, the Trustee and the Delaware Trustee thereunder, and relating to the Trust).

IN WITNESS WHEREOF, the Purchaser has caused this instrument to be duly executed on its behalf, by its duly authorized officer this _____ day of _____, 20__.

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[Purchaser]

By: _____
Its:

Personally appeared before me _____, known or proved to me to be the same person who executed the foregoing instrument and to be a _____ of the Purchaser, and acknowledged to me that (s)he executed the same as his/her free act and deed and as the free act and deed of the Purchaser.

SUBSCRIBED and SWORN to before me this day of _____, 20__.

_____
Notary Public

Exhibit O

BENEFIT PLAN AFFIDAVIT

LaSalle Bank National Association, as Trustee (the "Trustee")
135 South LaSalle Street, Suite 1625
Chicago, Illinois, 60603
Attention: Global Securitization Trust Services

WaMu Asset Acceptance Corp. ("Washington Mutual")
1201 Third Avenue, WMT 1706A
Seattle, WA 98101

RE: CLASS [L-B-1][L-B-2][L-B-3][3-M-1][3-M-2][3-M-3][3-M-4][3-M-5][3-M-6][3-B-1][3-B-2][3-B-3] CERTIFICATES (THE "PURCHASED CERTIFICATES") ISSUED BY WASHINGTON MUTUAL MORTGAGE PASS-THROUGH CERTIFICATES WMALT SERIES 2006-5 TRUST (THE "TRUST")

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Under penalties of perjury, I, _____, declare that, to the best of my knowledge and belief, the following representations are true, correct and complete; and

1. That I am the _____ of _____ (the "Purchaser"), whose taxpayer identification number is _____, and on behalf of which I have the authority to make this affidavit.

2. That the Purchaser is acquiring a Purchased Certificate representing an interest in the assets of the Trust.

3. That the Purchaser satisfies the condition in the paragraph marked below [mark one paragraph only]:

___ The Purchaser is not an employee benefit or other plan subject to the prohibited transaction provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or Section 4975 of the Internal Revenue Code of 1986, as amended (a "Plan"), or any other person (including an investment manager, a named fiduciary or a trustee of any such Plan) acting, directly or indirectly, on behalf of or purchasing the Purchased Certificate with "plan assets" of, any Plan within the meaning of the Department of Labor ("DOL") regulation at 29 C.F.R. Section 2510.3-101.

___ The Purchaser is an insurance company, the source of funds to be used by it to acquire or hold the Purchased Certificate is an "insurance company general account" (within the meaning of DOL Prohibited Transaction Class Exemption ("PTCE") 95-60), and the conditions in Sections I and III of PTCE 95-60 have been satisfied.

___ The Purchased Certificate was rated "BBB-" or better (or its equivalent) by at least one of the Rating Agencies (as defined in Section 1.01 of the Pooling and Servicing Agreement (the "Pooling and Servicing Agreement"), dated as of June 1, 2006, by and among Washington Mutual, the Servicer, the Trustee and the Delaware Trustee thereunder, and relating to the Trust) at the time of Purchaser's acquisition of the Purchased Certificate (or interest therein).

___ The Purchaser has delivered to Washington Mutual and the Trustee a Benefit Plan Opinion (as defined in Section 1.01 of the Pooling and Servicing Agreement).

IN WITNESS WHEREOF, the Purchaser has caused this instrument to be duly executed on its behalf, by its duly authorized officer this _____ day of _____, 20__.

[Purchaser]

By: _____
Its:

Personally appeared before me _____, known or proved to me to be the same person who executed the foregoing instrument and to be a _____ of the Purchaser, and acknowledged to me that (s)he executed the same as his/her free act and deed and as the free act and deed of the Purchaser.

SUBSCRIBED and SWORN to before me this day of _____, 20__.

_____
Notary Public

Exhibit P

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BENEFIT PLAN AFFIDAVIT

LaSalle Bank National Association, as Trustee (the "Trustee")
135 South LaSalle Street, Suite 1625
Chicago, Illinois, 60603
Attention: Global Securitization Trust Services

WaMu Asset Acceptance Corp. ("Washington Mutual")
1201 Third Avenue, WMT 1706A
Seattle, WA 98101

RE: CLASS [C-PPP][3-PPP] CERTIFICATES (THE "PURCHASED CERTIFICATES") ISSUED BY WaMu MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-5 TRUST (THE "TRUST")

Under penalties of perjury, I, _____, declare that, to the best of my knowledge and belief, the following representations are true, correct and complete; and

1. That I am the _____ of _____ (the "Purchaser"), whose taxpayer identification number is _____, and on behalf of which I have the authority to make this affidavit.

2. That the Purchaser is acquiring a Purchased Certificate representing an interest in the assets of the Trust.

3. That the Purchaser satisfies the condition in the paragraph marked below [mark one paragraph only]:

___ The Owner is not an employee benefit or other plan subject to the prohibited transaction provisions of the Employee Retirement Income Security Act of 1974, as amended, or Section 4975 of the Internal Revenue Code of 1986, as amended (a "Plan"), or any other person (including an investment manager, a named fiduciary or a trustee of any Plan) acting, directly or indirectly, on behalf of, or purchasing the Purchased Certificates with "plan assets" of, any Plan within the meaning of the Department of Labor ("DOL") regulation at 29 C.F.R. Section 2510.3-101.

___ The Owner has delivered a Benefit Plan Opinion (as defined in Section 1.01 of the Pooling Agreement under which the Purchased Certificates were issued).

IN WITNESS WHEREOF, the Purchaser has caused this instrument to be duly executed on its behalf, by its duly authorized officer this _____ day of _____, 20__.

[Purchaser]

By: _____
Its:

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Personally appeared before me _____, known or proved to me to be the same person who executed the foregoing instrument and to be a _____ of the Purchaser, and acknowledged to me that (s)he executed the same as his/her free act and deed and as the free act and deed of the Purchaser.

SUBSCRIBED and SWORN to before me this day of _____, 20__.

_____
Notary Public

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Washington Mutual Mortgage Pass-Through Certificates, WMALT Series 2006-5

Form 8-K - EX-99.1, filed on Jul 14, 2006

Exhibits

EXHIBIT 99.1

The following Section 2 and Schedule III are excerpts from the term sheet for Washington Mutual Mortgage Pass-Through Certificates, WMALT Series 2006-5:

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2. Amendments to MLPA

a. Notwithstanding anything to the contrary set forth in theMLPA, with respect to the Mortgage Loans, the representations and warranties set forth in Section 3.1 and Section 3.2 of the MLPA shall be subject to the exceptions, if any, set forth on Schedule III to this Term Sheet.

b. Each of the following representations and warranties with respect to the Mortgage Loans set forth in the indicated clauses of Section 3.1 or Section 3.2 of theMLPA is hereby deleted in its entirety:

No deletions.

c. TheMLPA is hereby amended to add the following additional representations and warranties with respect to the Mortgage Loans:

(xxx) At the time of origination of the Mortgage Loan, no improvements located on or being part of the Mortgage Property was in violation of any applicable zoning and subdivision laws or ordinances.

(xxxi) The terms of the Mortgage Note and the Mortgage have not been impaired, altered or modified in any material respect, except by a written instrument (and with respect to any impairment, alteration or modification in any material respect of a Mortgage, has been recorded or is in the process of being recorded).

(xxxii) As of the Closing Date, there is no mechanics' lien or claim for work, labor or material affecting the Mortgaged Property.

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d. The following additional amendments are hereby made to theMLPA with respect to the Mortgage Loans:

i. **Section 3.1(iv) Representation.** The representation and warranty in clause (iv) of Section 3.1 of the MLPA is hereby amended to insert, after the phrase "the preceding 12 months," the following phrase: "(or such shorter period as had elapsed from the date of acquisition of the Mortgage Loan by the Seller or, if earlier, from the date of origination or acquisition of the Mortgage Loan by Washington Mutual Bank or Washington Mutual Bank fsb)".

ii. **Definitions of "Current Loan-to-Value Ratio" and "Original Loan-to-Value Ratio".** The definitions of "Current Loan-to-Value Ratio" and "Original Loan-to-Value Ratio" in Article 1 of the MLPA are hereby deleted in their entirety and replaced with the following two definitions:

"Current Loan-to-Value Ratio: As used in Section 2.4(b), the Principal Balance of a Mortgage Loan as of the applicable date of substitution divided by the Appraised Value; and as used in Section 3.1, the Cut-Off Date Principal Balance of a Mortgage Loan divided by the Appraised Value; *provided, however,* that if the related Mortgaged Property is located in the State of New York, then, as used in Section 3.1, the Current Loan-to-Value Ratio shall be the Cut-Off Date Principal Balance of the Mortgage Loan divided by the value set forth on the appraisal made in connection with the origination of such Mortgage Loan as the value of the related Mortgaged Property (or, if such Mortgage Loan is an ROV Mortgage Loan, the value set forth on the residential appraisal review made in connection with the origination of such Mortgage Loan as the value of the related Mortgaged Property).

Original Loan-to-Value Ratio: The original principal amount of a Mortgage Loan divided by the Appraised Value; *provided, however,* that if the related Mortgaged Property is located in the State of New York, then the Original Loan-to-Value Ratio shall be the original principal amount of the Mortgage Loan divided by the value set forth on the appraisal made in connection with the origination of such Mortgage Loan as the value of the related Mortgaged Property (or, if such Mortgage Loan is an ROV Mortgage Loan, the value set forth on the residential appraisal review made in connection with the origination of such Mortgage Loan as the value of the related Mortgaged Property)."

iii. **Prepayment Premiums.** The MLPA is hereby amended to add the following Section 3.4:

"Section 3.4 Seller Representations and Warranties Regarding Prepayment Premiums; Remedies for Breach

(a) Whenever used in this Section 3.4, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

Prepayment Premium: With respect to any Mortgage Loan listed in the applicable Supplemental Mortgage Loan Schedule, any fee or premium required to be paid by the Mortgagor if the Mortgagor voluntarily prepays such Mortgage Loan in full as provided in the related Mortgage Note or Mortgage, except for any such fee or premium required to be paid more than three years after origination thereof.

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Supplemental Mortgage Loan Schedule: The Supplemental Schedule of Mortgage Loans attached as Schedule I-A to a Term Sheet. The Supplemental Mortgage Loan Schedule shall set forth the following information with respect to each Mortgage Loan that requires the payment of a Prepayment Premium: (i) its loan number and (ii) the applicable term during which a Prepayment Premium is payable pursuant to the provisions of such Mortgage Loan.

(b) The Seller hereby represents and warrants to the Purchaser that, as to each Mortgage Loan sold by the Seller hereunder and listed in the applicable Supplemental Mortgage Loan Schedule, as of the Closing Date:

(i) The information set forth in the Supplemental Mortgage Loan Schedule delivered on the Closing Date is true and correct in all material respects; and

(ii) With respect to each Mortgage Loan listed in the applicable Supplemental Mortgage Loan Schedule, each Mortgage and Mortgage Note, including, without limitation, any Prepayment Premium described therein, is the legal, valid and binding obligation of the maker thereof and is enforceable in accordance with its terms, and such Prepayment Premium is permitted pursuant to applicable federal, state and local law, subject to federal preemption where applicable, except (1) as such enforcement may be limited by bankruptcy, insolvency, moratorium, receivership, or other similar law relating to creditors' rights generally, (2) if such Mortgage Loan is accelerated in connection with a foreclosure or other involuntary payment, (3) if enforcement would be considered "predatory" pursuant to written guidelines issued by any applicable federal, state or local authority having jurisdiction over such matters and (4) if enforcement would be otherwise limited or prohibited by applicable law.

(c) Upon discovery by the Seller or the Purchaser of a breach of either of the representations and warranties set forth in Section 3.4(b), which materially and adversely affects the value of any Mortgage Loan (including the value of Prepayment Premiums payable thereunder) or the interests of the Purchaser in such Mortgage Loan, the party discovering such breach shall give prompt written notice to the other. Within 60 days of the latest of (A) the date of its discovery of the breach, (B) the date of its receipt of written notice of breach from the Purchaser, and (C) the date on which a Prepayment Premium would have become payable had such representation and warranty been true, the Seller shall pay to the Purchaser the amount of such Prepayment Premium less any amount collected from the related Mortgagor with respect to such Prepayment Premium.

(d) It is understood and agreed that the obligations of the Seller set forth in this Section 3.4 constitute the sole remedies available to the Purchaser or its transferee respecting a breach of the representations and warranties by the Seller set forth in Section 3.4(b)."

e. Except as modified here, theMLPA remains in full force and effect.

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SCHEDULE III

EXCEPTIONS TO REPRESENTATIONS AND WARRANTIES OF
THE SELLER CONCERNING THE MORTGAGE LOANS

The representations and warranties made pursuant to Section 3.1 of the MLPA by Washington Mutual Mortgage Securities Corp. are subject to the following exceptions:

1. **Section 3.1(iv) –** As of the Cut-Off Date, 25 Group 1 Loans with the following loan numbers were current but had been either (i) delinquent (that is, more than 30 days past due) more than once during the twelve months preceding the Cut-Off Date (or during such shorter period as had elapsed from the date of acquisition of the Mortgage Loan by the Seller or, if earlier, from the date of origination or acquisition of the Mortgage Loan by Washington Mutual Bank or Washington Mutual Bank fsb) or (ii) delinquent at least once during such period and such delinquency lasted for more than 30 days:

   Loan Numbers: 601713655, 601713612, 601713607, 601716332, 601706242, 601714482, 601720170, 601731315, 601705915, 601705913, 601706176, 601657611, 601655418, 601655311, 601665653, 601735150, 601702637, 601702725, 601753138, 601702558, 601702274, 601702743, 601702545, 601702613, 601702272

2. **Section 3.1(iv) –** As of the Cut-Off Date, 11 Group 3 Loans with the following loan numbers were current but had been either (i) delinquent (that is, more than 30 days past due) more than once during the twelve months preceding the Cut-Off Date (or during such shorter period as had elapsed from the date of acquisition of the Mortgage Loan by the Seller or, if earlier, from the date of origination or acquisition of the Mortgage Loan by Washington Mutual Bank or Washington Mutual Bank fsb) or (ii) delinquent at least once during such period and such delinquency lasted for more than 30 days:

   Loan Numbers: 601760301, 601760337, 601746244, 601706238, 601719989, 601731366, 601764576, 601764709, 601748697, 601748789, 601735331

3. **Section 3.1(iv) –** As of the Cut-Off Date, one Group 4 Loan with the following loan number was current but had been either (i) delinquent (that is, more than 30 days past due) more than once during the twelve months preceding the Cut-Off Date (or during such shorter period as had elapsed

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from the date of acquisition of the Mortgage Loan by the Seller or, if earlier, from the date of origination or acquisition of the Mortgage Loan by Washington Mutual Bank or Washington Mutual Bank fsb) or (ii) delinquent at least once during such period and such delinquency lasted for more than 30 days:

Loan Number: 601646531

4. **Section 3.1(iv) –** As of the Cut-Off Date, seven Group 1 Loans with the following loan numbers were delinquent between 1 and 29 days (that is, between 31 and 59 days past due), and the mortgage loan was previously delinquent (that is, more than 30 days past due) no more than once during the twelve months preceding the Cut-Off Date (or during such shorter period as had elapsed from the date of acquisition of the Mortgage Loan by the Seller or, if earlier, from the date of origination or acquisition of the Mortgage Loan by Washington Mutual Bank or Washington Mutual Bank fsb), and such delinquency lasted for no more than 30 days.

Loan Numbers: 601769201, 601771516, 601777260, 601774175, 601774052, 601774057, 601771862

5. **Section 3.1(iv) –** As of the Cut-Off Date, one Group 2 Loan with the following loan number was delinquent between 1 and 29 days (that is, between 31 and 59 days past due), and the mortgage loan was previously delinquent (that is, more than 30 days past due) no more than once during the twelve months preceding the Cut-Off Date (or during such shorter period as had elapsed from the date of acquisition of the Mortgage Loan by the Seller or, if earlier, from the date of origination or acquisition of the Mortgage Loan by Washington Mutual Bank or Washington Mutual Bank fsb), and such delinquency lasted for no more than 30 days.

Loan Number: 601767489

6. **Section 3.1(iv) –** As of the Cut-Off Date, 23 Group 3 Loans with the following loan numbers were delinquent between 1 and 29 days (that is, between 31 and 59 days past due), and the mortgage loan was previously delinquent (that is, more than 30 days past due) no more than once during the twelve months preceding the Cut-Off Date (or during such shorter period as had elapsed from the date of acquisition of the Mortgage Loan by the Seller or, if earlier, from the date of origination or acquisition of the Mortgage Loan by Washington Mutual Bank or Washington Mutual Bank fsb), and such delinquency lasted for no more than 30 days.

Loan Numbers: 601774688, 601776367, 601776404, 601776373, 601776399, 601776366, 601768034, 601775080, 601777188, 601752579, 601752378, 601771259, 601772044, 601769830, 601768838, 601769976, 601746183, 601787523, 601787493, 601782943, 601787392, 601783058, 601782153

7. **Section 3.1(iv) –** As of the Cut-Off Date, two Group 1 Loans with the following loan numbers were delinquent between 1 and 29 days (that is, it is between 31 and 59 days past due), and in addition, had been either (i) delinquent (that is, more than 30 days past due) more than once during the twelve months preceding the Cut-Off Date (or during such shorter period as had elapsed from the date of acquisition of the Mortgage Loan by the Seller or, if earlier, from the date of origination or acquisition of the Mortgage Loan by Washington Mutual Bank or Washington Mutual Bank fsb) or (ii) delinquent at least once during such period and such delinquency lasted for more than 30 days:

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Loan Numbers: 601596750, 601767637

8. **Section 3.1(x) –** Two Group 2 Loans with the following loan numbers had both (i) an Original Loan-to-Value Ratio and (ii) a Current Loan-to-Value Ratio in excess of 80% and were not covered, as of the Cut-Off Date, by a Primary Insurance Policy or an FHA insurance policy or a VA guaranty:

Loan Numbers: 601782455, 601782453

9. **Section 3.1(x) –** Two Group 3 Loans with the following loan numbers had both (i) an Original Loan-to-Value Ratio and (ii) a Current Loan-to-Value Ratio in excess of 80% and were not covered, as of the Cut-Off Date, by a Primary Insurance Policy or an FHA insurance policy or a VA guaranty:

Loan Numbers: 601782235, 601782454

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General Information

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