

EXECUTION VERSION

COLLATERAL ADMINISTRATION AGREEMENT

by and among

CONNECTICUT AVENUE SECURITIES TRUST 2019-R03,
as Issuer,

FEDERAL NATIONAL MORTGAGE ASSOCIATION,

and

WELLS FARGO BANK, N.A.,
as Indenture Trustee

Dated as of April 17, 2019

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COLLATERAL ADMINISTRATION AGREEMENT, dated as of April 17, 2019 by and among Connecticut Avenue Securities Trust 2019-R03, as issuer (the "Issuer"), Fannie Mae and Wells Fargo Bank, N.A., as indenture trustee (the "Indenture Trustee").

WHEREAS, the Issuer proposes to issue the Notes pursuant to the Indenture, dated April 17, 2019 (the "Indenture"), among the Issuer, Wells Fargo Bank, N.A., as Indenture Trustee, Exchange Administrator and Custodian, and Fannie Mae, as Administrator;

WHEREAS, the parties desire for the Issuer to provide credit protection to Fannie Mae in respect of the Reference Obligations in exchange for payment consideration to the Issuer;

WHEREAS, the cash proceeds from the sale of the Notes will be deposited in a Cash Collateral Account for investment in Eligible Investments and for other purposes, and will be available for payments in respect of the credit protection provided to Fannie Mae;

WHEREAS, in accordance with the Trust Agreement, the IO Q-REMIC Interest will be delivered by Fannie Mae to the Issuer and made a part of the Trust Estate; and

WHEREAS, the parties desire to enter into this Agreement in order to effect the Issuer's provision of credit protection to Fannie Mae;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each of the Issuer and Fannie Mae agrees as follows:

ARTICLE I.

DEFINITIONS

SECTION 1.01. Capitalized Terms. For all purposes of this Agreement, the following terms will have the respective meanings set forth below. Capitalized terms used herein and not otherwise defined herein have the meanings assigned to them in the Indenture.

"Agreement" means this Collateral Administration Agreement.

"CAA Early Termination Event" means the occurrence of any of the following:

(a) The SEC makes a final determination that the Issuer must register as an investment company under the Investment Company Act;

(b) The maturity of the Notes has been accelerated in accordance with the Indenture; or

(c) Fannie Mae fails to make a Payment required under Section 2.01, which failure continues unremedied for 30 days following receipt of written notice of such failure.

"CAA Early Termination Date" means the earlier to occur of: (a) the Payment Date immediately following the occurrence of a CAA Early Termination Event and (b) a Payment

Date that is designated as an early termination date pursuant to this Agreement following the occurrence of a CAA Trigger Event.

"CAA Scheduled Termination Date" means the Payment Date in September 2031.

"CAA Termination Date" means the earliest to occur of: (a) the CAA Scheduled Termination Date; (b) the CAA Early Termination Date; (c) the Payment Date related to the Reporting Period in which there occurs the final payment or other liquidation of the last Reference Obligation remaining in the Reference Pool or the disposition of any REO in respect thereof; and (d) the Payment Date related to the Reporting Period in which there occurs the removal of the last Reference Obligation remaining in the Reference Pool or any REO in respect thereof.

"CAA Trigger Event" means the occurrence of any of the following:

(a) Fannie Mae reasonably determines that the adoption of any applicable law, regulatory guideline or interpretation or other statement of or regarding financial or regulatory accounting standards or principles, including with respect to capital adequacy, or any change therein, or any change in the interpretation or administration thereof by any official body, or any directive regarding the foregoing (in each case, not contemplated by Fannie Mae on, and arising after, the Closing Date and whether or not having the force of law) of any official body, (i) has or would have a materially adverse effect on the rate of return on the capital of Fannie Mae or any affiliate thereof, (ii) has or would have a materially adverse effect on the costs and benefits of Fannie Mae or any such affiliate, in any case with respect to this Agreement or (iii) has or would have a materially adverse effect on the treatment of this Agreement by Fannie Mae or any affiliate thereof for financial accounting purposes.

(b) Fannie Mae reasonably determines that a financial accounting, tax, banking, insurance or regulatory (including regulatory accounting) requirement or event not contemplated by Fannie Mae on, and arising after, the Closing Date has occurred, which requirement or event could have a material adverse effect upon Fannie Mae.

(c) A requirement, in Fannie Mae's reasonable determination after consultation with external counsel (which will be a nationally recognized and reputable law firm), that Fannie Mae or any other party to a Transaction Document must register as a "commodity pool operator" under the Commodity Exchange Act.

(d) Fannie Mae reasonably determines that any amendment, supplement or other modification of any Basic Document or any waiver of any provision thereof would materially and adversely impact its rights, as determined by Fannie Mae after consultation with a nationally recognized and reputable law firm, but only if Fannie Mae has not provided its written consent to such amendment, supplement, modification or waiver.

(e) The Issuer fails to make a Payment required under Section 2.02, which failure continues unremedied for 30 days following receipt of written notice of such failure.

"Fannie Mae Account" means the account specified as the "Fannie Mae Account" on Exhibit A, as may be updated from time to time by written notice from Fannie Mae to the Issuer and the Indenture Trustee.

"Note Distribution Account" means the account specified as the "Note Distribution Account" on Exhibit A.

"Payment" means, for a Remittance Date, the aggregate amount, if any, due from one party to the other under Section 2.01 or Section 2.02, as applicable.

"Payment Notification" means the notification to be provided pursuant to Section 3.02(a), which will be substantially in the form attached hereto as Exhibit B.

"Return Amount" means, for any Remittance Date, the aggregate Tranche Write-down Amounts, if any, allocated to reduce the Class Principal Balance of each applicable outstanding Class of Notes on the related Payment Date (without regard to any exchanges of Exchangeable Notes for any RCR Notes).

"Return Reimbursement Amount" means for any Remittance Date, the aggregate Tranche Write-up Amounts, if any, allocated to increase the Class Principal Balance of each applicable outstanding Class of Notes on the related Payment Date (without regard to any exchanges of Exchangeable Notes for any RCR Notes).

"Transfer Amount" means, for any Remittance Date, the excess of (a) the aggregate Interest Payment Amount for the related Payment Date over (b) the LIBOR Interest Component for such Payment Date.

"Trust Estate Yield" means, for any Payment Date, the cash flow yield on the assets contributed by Fannie Mae and constituting part of the Trust Estate (including the IO Q-REMIC Interest but excluding the Subordinate Q-REMIC Interest and the Eligible Investments in the Cash Collateral Account) in respect of such Payment Date.

SECTION 1.02. Other Definitional Provisions.

(a) All terms defined in this Agreement will have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.

(b) As used in this Agreement and in any certificate or other document made or delivered pursuant hereto or thereto, accounting terms not defined in this Agreement or in any such certificate or other document, and accounting terms partly defined in this Agreement or in any such certificate or other document to the extent not defined, will have the respective meanings given to them under generally accepted accounting principles. To the extent that the definitions of accounting terms in this Agreement or in any such certificate or other document are inconsistent with the meanings of such terms under generally accepted accounting principles, the definitions contained in this Agreement or in any such certificate or other document will control.

(c) The words "hereof," "herein," "hereunder" and words of similar import when used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement; Article, Section, Schedule and Exhibit references contained in this Agreement are references to Articles, Sections and Exhibits in or to this Agreement unless otherwise specified; the term "including" will mean "including without limitation"; the term "to" a given date will mean "to but not including" such date; and the term "through" a given date will mean "through and including" such date.

(d) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

(e) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, modified or supplemented and includes (i) in the case of agreements or instruments, references to all attachments thereto and instruments incorporated therein, and (ii) in the case of statutes, any successor statutes; references to a Person are also to its permitted successors and assigns.

ARTICLE II.

PAYMENTS

SECTION 2.01. Payments Due from Fannie Mae. On each Remittance Date, Fannie Mae will pay to the Issuer, for deposit into the Note Distribution Account by the Indenture Trustee, (a) the Transfer Amount for the related Payment Date, it being understood that the Trust Estate Yield for the related Payment Date will be deemed to satisfy, up to the amount of such Trust Estate Yield, Fannie Mae's Transfer Amount payment obligation for such Remittance Date and (b) the Return Reimbursement Amount, if any, for such Remittance Date.

SECTION 2.02. Payments Due from Issuer. On each Remittance Date, the Issuer will pay to Fannie Mae, by deposit into the Fannie Mae Account, an amount equal to the Return Amount for such Remittance Date.

SECTION 2.03. No Netting of Payments. For the avoidance of doubt, on any Payment Date with respect to which Payments are due under both Sections 2.01 and 2.02, such Payments will be made by the respective obligated parties without regard to any netting of such Payments.

SECTION 2.04. Tax Treatment. Payments under this Agreement will be treated for federal income tax purposes as provided in the Indenture.

ARTICLE III.

CONDITIONS TO PAYMENT; CALCULATIONS

SECTION 3.01. Conditions to Payment. The respective obligations of the parties to make any Payments under Article II with respect to any Remittance Date will be subject to the following conditions precedent:

- (a) the Monthly Reference Pool File for the related Payment Date has been delivered to the Indenture Trustee in accordance with the terms of the Indenture;
- (b) the CAA Termination Date has not occurred as of any prior Payment Date; and
- (c) each of Fannie Mae and the Issuer has received a Payment Notification pursuant to Section 3.02(a).

SECTION 3.02. Calculations.

- (a) Not later than two (2) Business Days prior to each Payment Date, Wells Fargo Bank, N.A., in its capacity as Indenture Trustee, hereby agrees to calculate the Payments due hereunder for the related Remittance Date, and deliver a Payment Notification to Fannie Mae and the Issuer.
- (b) Solely for purposes of this Section 3.02, the Indenture Trustee may conclusively rely upon the information provided to it under the Indenture for inclusion in each Payment Date Statement and the other Transaction Documents and will have no duty hereunder to verify or recompute any such information.

ARTICLE IV.

MISCELLANEOUS

SECTION 4.01. Assignment. The obligations of the parties to this Agreement may not be assigned.

SECTION 4.02. Selected Cash Flow Provisions.

Consistent with the provisions of the Indenture:

- (a) On each Remittance Date, amounts on deposit in the Cash Collateral Account will be available for payment of the Return Amount to Fannie Mae and payments in reduction of the Class Principal Balances of the applicable Classes of Notes outstanding on the related Payment Date (without regard to any exchanges of Exchangeable Notes for any RCR Notes).
- (b) On each Remittance Date, investment earnings on Eligible Investments in the Cash Collateral Account will be available for the making of interest payments on the applicable Classes of Notes outstanding on the related Payment Date. In the event such investment earnings for any Payment Date are less than the aggregate Interest Payment Amount for such Payment Date, the deficiency will be paid from earnings on the remaining assets contributed by Fannie Mae to the Trust Estate (including the IO Q-REMIC Interest but excluding the Subordinate Q-REMIC Interest) and, to the extent earnings on the Trust Estate assets are insufficient for such purpose, by Fannie Mae.
- (c) On each Remittance Date, an amount equal to the excess, if any, of (i) investment earnings on Eligible Investments in the Cash Collateral Account for the related Investment Accrual Period over (ii) the LIBOR Interest Component for the related Payment Date will be

retained in the Cash Collateral Account until the Termination Date and will be unavailable for payment to Noteholders.

(d) The parties hereto acknowledge and agree that Fannie Mae has contributed to the Issuer the Designated Q-REMIC Interests as the intended source to satisfy Fannie Mae's payment and other obligations under this Agreement, although the delivery of such Designated Q-REMIC Interests will in no way limit Fannie Mae's payment and other obligations under this Agreement. Further, the parties hereto acknowledge and agree that the Issuer will make one or more REMIC elections with respect to the Designated Q-REMIC Interests and that the Notes and the X-IO Interest will represent beneficial ownership of REMIC regular interests for U.S. federal income tax purposes, all as further set forth in the Indenture. The parties hereto agree, for U.S. income tax purposes, to treat the payment obligations of each of the parties accordingly.

SECTION 4.03. Term of Agreement.

(a) This Agreement will terminate on the CAA Termination Date.

(b) Upon the occurrence of a CAA Trigger Event, Fannie Mae may, in its sole discretion, designate the Payment Date following such occurrence as the CAA Early Termination Date by notice to the Issuer and the Indenture Trustee.

(c) Upon the occurrence of a CAA Early Termination Event, the Payment Date following such occurrence will be the CAA Early Termination Date. Any CAA Termination Date that results from such occurrence will constitute an "Event of Default" under the Indenture providing for automatic acceleration of the Notes, and will be subject to applicable remedies provided therein.

SECTION 4.04. Amendment. This Agreement may be amended only by written instrument executed by each of the parties hereto. The cost of any amendment entered into hereunder will be paid by Fannie Mae. No such amendment will be effective unless (a) the Issuer and the Indenture Trustee receive an opinion of counsel to the effect that such amendment will not, in the opinion of such counsel, adversely affect in any material respect the interests of the Holders at the time of such amendment, (b) the Issuer and the Indenture Trustee receive an opinion of nationally-recognized tax counsel to the effect that the amendment will not result in an Adverse REMIC Event and (c) the Rating Agency Condition is satisfied with respect to such amendment.

SECTION 4.05. Notices.

(a) Unless otherwise expressly specified or permitted by the terms hereof, all notices will be in writing and will be delivered, telecopied (which telecopy will be followed by notice mailed by certified mail, postage prepaid and return receipt requested or delivered) or mailed by certified mail, postage prepaid and return receipt requested to the address specified for a party under Section 13.03(a) of the Indenture, or at such other address as will be designated by a party in a written notice to the other parties.

(b) All such notices will be deemed to have been given when received in person, when telecopied with receipt confirmed or, if mailed, three (3) Business Days after mailing by certified mail, return receipt requested.

SECTION 4.06. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 4.07. Separate Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

SECTION 4.08. Headings. The headings of the various Articles and Sections herein are for convenience of reference only and will not define or limit any of the terms or provisions hereof.

SECTION 4.09. Governing Law. (a) THE VALIDITY AND CONSTRUCTION OF THIS AGREEMENT AND ALL AMENDMENTS HERETO WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, AND THE RIGHTS OF ALL PARTIES HERETO AND THE EFFECT OF EVERY PROVISION HEREOF WILL BE SUBJECT TO AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY OTHERWISE APPLICABLE PRINCIPLES OF CONFLICTS OF LAW (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

(b) WITH RESPECT TO ANY CLAIM ARISING OUT OF THIS AGREEMENT, EACH PARTY (i) IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION NEW YORK, AND (ii) IRREVOCABLY WAIVES (x) ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING HERETO BROUGHT IN SUCH COURT, (y) ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM, AND (z) THE RIGHT TO OBJECT WITH RESPECT TO SUCH CLAIM, SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH COURT, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER SUCH PARTY.

(c) EACH PARTY HERETO HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, ANY MORTGAGE DOCUMENT OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A

JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 4.09 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

SECTION 4.10. The Indenture Trustee.

(a) Wells Fargo Bank, N.A. will perform its duties as Indenture Trustee hereunder through its Corporate Trust Services division.

(b) The Indenture Trustee, in the performance of its duties hereunder, and in the exercise or lack of exercise of any and all of its rights and privileges hereunder, will be entitled to all rights and protections afforded to it in its capacity as Indenture Trustee under the Indenture, including but not limited to all rights and protections (including all rights to indemnification), and all limitations of liability afforded to the Indenture Trustee pursuant to Article VI thereof. To the extent there is a conflict between this Agreement and the Indenture relating to the rights and protections afforded to the Indenture Trustee hereunder and the thereunder, the terms of the Indenture will control.

(c) No provision of this Agreement will require the Indenture Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it will have reasonable grounds to believe that repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it.

(d) Any resignation or removal of the Indenture Trustee pursuant to the Indenture will automatically result in the removal of the Indenture Trustee hereunder without need for delivery of any notice thereof.

(e) The Indenture Trustee will have no duty, obligation or liability to monitor, supervise or perform the obligations of the Issuer and the Capital Contribution Provider or any other Person under this Agreement or the Transaction Documents.

(f) The parties hereto acknowledge that in accordance with requirements established under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107 56 (signed into law October 26, 2001) and its implementing regulations (collectively, the "Patriot Act"), the Indenture Trustee, in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Indenture Trustee. Each party hereby agrees that it will provide the Indenture Trustee with such information in its possession as the Indenture Trustee, may request from time to time in order to comply with any applicable requirements of the Patriot Act.

SECTION 4.11. Limitation on Liability. It is expressly understood and agreed by the parties hereto that (a) this Agreement is executed and delivered on behalf of the Issuer at the direction of the Trustor by U.S. Bank Trust National Association, not individually or personally but solely as trustee of the Issuer, in the exercise of the powers and authority conferred and

vested in it, (b) each of the representations, warranties, undertakings and agreements herein made on the part of the Issuer is made and intended not as personal representations, warranties, undertakings and agreements by U.S. Bank Trust National Association but is made and intended for the purpose of binding only, and is binding only on, the Issuer, (c) nothing herein contained will be construed as creating any liability on U.S. Bank Trust National Association, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any Person claiming by, through or under the parties hereto, (d) U.S. Bank Trust National Association has made no and will make no investigation as to the accuracy or completeness of any representations or warranties made by the Issuer in this Agreement and (e) under no circumstances will U.S. Bank Trust National Association be personally liable for the payment of any obligation, indemnity, indebtedness or expenses of the Issuer or be liable for the performance or breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Issuer under this Agreement or any other related documents, as to all of which recourse will be had solely to the assets of the Issuer.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by its appropriate officer hereunto duly authorized, as of the date first above written.

CONNECTICUT AVENUE SECURITIES TRUST
2019-R03

By: U.S. Bank Trust National Association, not in its individual capacity but solely as Delaware Trustee

By: _____
Name:
Title:

FANNIE MAE

By: _____
Name:
Title:

WELLS FARGO BANK, N.A.,
as Indenture Trustee

By: _____
Name:
Title:

ACCOUNT DETAILS

Note Distribution Account:

Wells Fargo Bank, N.A.
ABA Number: 121000248
Account Number: 3970771416
Account Name: MMG Columbia Clearing
FFC To: 83077800 – Note Distribution Account

Fannie Mae Account:

Fannie Mae
Bank: FNMA - GENERAL ACCOUNT
ABA: 021039500
Account Name: Fannie Mae
Account Number: 169238472

FORM OF PAYMENT NOTIFICATION

[____], 20[__]

Connecticut Avenue Securities Trust 2019-R03
c/o Fannie Mae
1100 15th Street N.W.
Washington, DC 20005
Attention: Deputy General Counsel

U.S. Bank Trust National Association,
as Delaware Trustee
One Federal Street, 3rd Floor
Boston, MA 02110
Attention: Global Structured Finance – Boston/Connecticut Avenue Securities Trust 2019-R03

Fannie Mae
1100 15th Street N.W.
Washington, DC 20005
Attention: Deputy General Counsel

Reference is made to (i) that certain Collateral Administration Agreement, dated as of April 17, 2019 (the "Collateral Administration Agreement"), by and among Connecticut Avenue Securities Trust 2019-R03, as issuer (the "Issuer"), Fannie Mae and Wells Fargo Bank, N.A., as indenture trustee (the "Indenture Trustee"), and (ii) that Certain Capital Contribution Agreement, dated as of April 17, 2019 (the "Capital Contribution Agreement"), by and among the Issuer, Fannie Mae, as capital contribution provider (the "Capital Contribution Provider"), and the Indenture Trustee. Capitalized terms used and not defined in this notice (this "Payment Notification") have the meanings given to them in the Collateral Administration Agreement or, if not defined therein, in the Capital Contribution Agreement.

Notice is hereby given of the following amounts for the [____], 20[__] Remittance Date:

<u>Item</u>	<u>Amount</u>
[Investment Liquidation Contribution	
LIBOR Interest Component Contribution	
Return Amount.....	
Return Reimbursement Amount	
Transfer Amount].....	

WELLS FARGO BANK, N.A.,
as Indenture Trustee

By: _____
Name:
Title: