

[REDACTED]

**Aggregate Excess of Loss Credit Insurance Policy
Declarations Page**

Policy Number: [REDACTED]

Insured Deal Number: [REDACTED]

Policy Period: That period of time between the Effective Date and the Termination Date, as set forth immediately below.

Effective Date: 12:00 A.M. Eastern Time, November 1, 2014

Termination Date: 11:59 P.M. Eastern Time, October 31, 2024

Insured: Federal National Mortgage Association, also known as Fannie Mae, a government-sponsored enterprise chartered by the U.S. Congress

Mailing Address: 3900 Wisconsin Avenue, NW
Washington, DC 20016-2892

Insurer: [REDACTED]

Insurance Structure: Aggregate excess of loss credit insurance

Covered Loans: A portfolio of fixed rate residential mortgage loans Delivered to Insured between January 1, 2014 and March 31, 2014, as initially identified in the Set-up File and that meet the Eligibility Criteria.

Total Initial Principal Balance: \$6,418,898,025.08.

Limit of Liability: \$192,566,940.75.

Limit of Liability Percentage: Three percent (3.00%).

Aggregate Retention: \$32,094,490.13.

Aggregate Retention Percentage: One half of one percent (0.50%).

Currency: United States of America Dollars

Monthly Premium: The Monthly Premium due and payable under this Policy shall be a monthly premium. The initial Monthly Premium

[REDACTED]

shall be calculated by multiplying the Monthly Premium Rate by the Total Initial Principal Balance. All subsequent Monthly Premium shall be calculated by multiplying the Monthly Premium Rate by the Total Current Principal Balance as of the day immediately preceding the first (1st) day of the month for which the subsequent Monthly Premium is due and as such balance is reported pursuant to Article V. (Claims and Reporting) herein.

Monthly Premium Rate: [REDACTED]%

Eligibility Criteria:

- (a) Each Covered Loan met the requirements of the Selling Guide, or any variances thereto granted in writing by the Insured prior to delivery, at the time it was Delivered to the Insured. Insured makes no representation as to which variances, if any, apply to individual Covered Loans;
- (b) Each Covered Loan is a fully amortizing, fully documented, fixed-rate, first lien mortgage loan, which has an original term of no more than thirty (30) years and was secured by Residential Property located in the United States, including the District of Columbia, Puerto Rico, the U.S. Virgin Islands or Guam on its origination date;
- (c) Each Covered Loan was originated between October 1, 2013 and March 31, 2014;
- (d) Each Covered Loan was Delivered to the Insured between January 1, 2014 and March 31, 2014;
- (e) No Covered Loan has an original loan-to-value ratio that (1) is less than sixty percent (60%), or (2) is more than ninety-five percent (95%);
- (f) Each Covered Loan had primary mortgage guaranty insurance in force if its loan-to-value ratio at the time it was Delivered to the Insured exceeded eighty percent (80%);
- (g) The representative credit score used to originate each Covered Loan was six hundred twenty (620) or greater; and
- (h) No Covered Loan has ever been thirty (30) days or more delinquent prior to the Effective Date.

Policy All-Inclusive:

This Policy is comprised of this Declarations Page and the various terms and provisions attached to the Policy as of the Effective Date.

(Signature Page Follows)



IN WITNESS HEREOF, each party hereto has caused this Policy to be executed on its behalf by its duly authorized representative as of the date(s) specified below:

[REDACTED]

By: [REDACTED]

Name: [REDACTED]

Date: [REDACTED]

Fannie Mae

By: [REDACTED]

Name: [REDACTED]

Date: [REDACTED]

[REDACTED]

**Aggregate Excess of Loss Credit Insurance Policy
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Aggregate Excess of Loss Credit Insurance Policy

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

In consideration of the Insured paying the Monthly Premium stated in the Declarations Page to the Insurer and in reliance upon the statements in the Declarations Page made a part hereof and subject to all of the terms of this Policy, the Insurer hereby agrees, subject to the Policy Limit of Liability stated in the Declarations Page, to pay Loss to the Insured to the extent and in the manner set forth herein.

I. INSURING AGREEMENT

- (a) This Policy provides coverage for one hundred percent (100%) of the Aggregate Losses of the Insured in excess of the Aggregate Retention of the Insured on Covered Loans that Default during the Policy Period, subject to the Limit of Liability and all other terms, conditions and limitations of this Policy.
- (b) Notwithstanding the provisions of Article I.(a) above, with regard to any Loss(es) owed to the Insured by the Insurer, in the event that the Insured is paid directly by any reinsurer under the Quota Share Contract, or if the Insured were to draw down upon any trust under which the Insured is a beneficiary or co-beneficiary with regard to this Policy, then, only and solely to the extent of any such Loss(es) so received by the Insured, the Insurer is relieved of all corresponding responsibilities and liability to the Insured under this Policy for payment of such Loss(es).

II. REPRESENTATIONS AND WARRANTIES OF THE INSURER

The Insurer represents and warrants as follows:

- (a) The Insurer is an insurance company duly organized, validly existing and in good standing under the laws of [REDACTED] and has all requisite company power and authority to own and lease its properties and to carry on its business as conducted by it.
- (b) The Insurer has taken all corporate action required to authorize the execution, delivery and performance of this Policy, and the performance of its obligations thereunder, and has received all necessary legal and regulatory approvals for it to execute, deliver and perform under this Policy.
- (c) The Insurer has the corporate power and authority to execute and deliver, and perform its obligations under this Policy.
- (d) The Insurer has secured, at the Effective Date, reinsurance coverage under the Quota Share Contract for one hundred percent (100%) of its liabilities under this Policy with Reinsurers. Any changes to the participation percentages of the Reinsurers under the Quota Share Contract, including the addition of any new

reinsurers, after the Effective Date must be approved in writing by the Insured.

- (e) The Insurer shall obtain written representations and warranties from the Reinsurers substantially similar to those set forth in this Article II.(b), (c), (f), (g), (i) and (j), and substantially similar to those set forth in this Article II.(a) and (h) as to the respective jurisdiction of organization of each of the Reinsurers.
- (f) This Policy, when executed and delivered shall constitute a legal, valid and binding obligation of the Insurer, enforceable except to the extent that enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect affecting creditors' rights generally and subject to the application of equitable principles and the availability of equitable remedies.
- (g) The execution and delivery by the Insurer of this Policy, and the performance by the Insurer under this Policy, do not and shall not require the Insurer to possess, obtain, make, provide or deliver any consent, waiver, approval, license, permit, order, designation or authorization of, notice to, or registration, filing, qualification or declaration with, any governmental authority or other Person, other than (i) any of which have been unconditionally obtained or effected (as appropriate) and are in full force and effect or (ii) any of which the failure to possess, obtain, make, provide or deliver do not or shall not, individually or together with any one or more such other failures, result in the Insured incurring any liability, or have a material adverse effect on (a) the ability of the Insurer to perform and comply with its respective obligations under this Policy, or (b) the consummation of the transactions contemplated under this Policy.
- (h) The Insurer is, and shall use its best efforts to remain, in compliance at all times and in all material respects with all Applicable Law, with the conditions attached to its license and with any directions to the Insurer issued by the [REDACTED].
- (i) There are no pending or, to Insurer's knowledge, threatened actions, suits, investigations or proceedings ("Proceedings") by or against the Insurer which are material to its business, at law or in equity or otherwise before any court, tribunal, agency, official, arbitrator or other governmental authority and the Insurer has not been the subject of any such Proceedings in the last two (2) years, other than to the extent that such Proceedings that are considered part of the normal operations of an insurance or a reinsurance company.
- (j) The Insurer has such knowledge and experience in financial, business and insurance matters that it is capable of evaluating the merits and risks of this transaction. The Insurer has conducted its own independent review and analysis of the underwriting risk and acknowledges and agrees that the Insured has provided the Insurer with sufficient information for this purpose. In entering into this Policy, the Insurer has relied solely upon its own investigation and analysis, and the Insurer acknowledges and agrees that, except for representations and warranties of the Insured expressly provided in Article III. (Representations and Warranties of the Insured), the Insured makes no, and has made no, representation or warranty, either express or implied, with respect to this Policy or as to the accuracy or completeness of any of the information

(including projections, estimates or any other forward looking forecasts) provided or otherwise made available to the Insurer.

III. REPRESENTATIONS AND WARRANTIES OF THE INSURED

In accepting this Policy, the Insured hereby agrees, represents and warrants the following to the Insurer as of the Effective Date:

- (a) Statements and information with respect to any Covered Loan are true, correct and complete in all material respects.
- (b) Each Covered Loan meets the Eligibility Criteria.
- (c) Each Covered Loan will be serviced in accordance with the Servicing Guide.
- (d) It has not withheld any information that would reasonably affect the decision of an insurer of risks similar to the risk under the Policy, and it has no knowledge of any circumstance related to the origination, underwriting or servicing of the Covered Loans which could give rise to or increase the likelihood of a loss to such insurer at any time during the term of the Policy.
- (e) It is duly organized, validly existing and in good standing under the laws of the United States.
- (f) It has taken all actions required to authorize the execution, delivery and performance hereunder.
- (g) It is accepting delivery of the Policy in Washington, District of Columbia.
- (h) The Policy, when executed and delivered, will constitute a legal, valid and binding obligation of the Insured as to its obligations hereunder, enforceable except to the extent that enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect affecting creditors' rights generally and subject to the application of equitable principles and the availability of equitable remedies.
- (i) The execution and delivery by the Insured of the Policy, and the performance by the Insured under the Policy, do not and will not require the Insured to possess, obtain, make, provide or deliver any consent, waiver, approval, license, permit, order, designation or authorization of, notice to, or registration, filing, qualification or declaration with, any governmental authority or other Person, other than (1) any of which have been unconditionally obtained or effected (as appropriate) and are in full force and effect or (2) any of which the failure to possess, obtain, make, provide or deliver do not or will not, individually or together with any one or more such other failures, result in the Insurer incurring any liability, or have a material adverse effect on (x) the ability of the Insured to perform and comply with its respective obligations under the Policy, or (y) the consummation of the transactions contemplated under the Policy.
- (j) To the best of the Insured's knowledge, the historical loss and loan information

was accurate at the time provided.

IV. LIMITATION OF LIABILITY

- (a) The total liability of the Insurer for Aggregate Losses under this Policy shall in no event exceed the Limit of Liability.
- (b) Each payment of a Loss by the Insurer in discharge of its obligations under this Policy shall be credited against the Limit of Liability, and the result shall be the Remaining Limit of Liability as of the date of such payment.
- (c) If, after the Effective Date, a Covered Loan is identified as failing to meet the Eligibility Criteria, such loan shall be excluded from coverage pursuant to Article XI.(b) (Exclusions). Such loan shall be treated as if it had paid-off, the Total Current Principal Balance shall be reduced accordingly, and any Loss previously paid in connection with such loan shall be returned by the Insured to the Insurer.
- (d) At thirty six (36) months after the Effective Date, the Remaining Limit of Liability shall automatically be reduced to the lesser of:
 - i. the Remaining Limit of Liability at such date, or
 - ii. the greater of:
 - 1. the Limit of Liability Percentage multiplied by the then Total Current Principal Balance of all active (i.e., current and delinquent) Covered Loans plus the Limit of Liability Percentage multiplied by the unpaid principal balance as of the date of Default of all Liquidated Covered Loans, or
 - 2. three hundred percent (300%) of the then Total Current Principal Balance of all seriously delinquent (i.e., three (3) months or more past due) Covered Loans plus three hundred percent (300%) of the unpaid principal balance as of the date of Default of all Liquidated Covered Loans.

As such, at thirty six (36) months after the Effective Date, the Limit of Liability shall also be reduced to the Remaining Limit of Liability, after applying the reduction specified herein, plus Aggregate Losses.

- (e) At sixty (60) months and eighty four (84) months after the Effective Date, the Remaining Limit of Liability shall automatically be reduced to the lesser of:
 - i. the Remaining Limit of Liability at such dates, or
 - ii. the greater of:
 - 1. the Limit of Liability Percentage multiplied by the then Total Current Principal Balance of all active (i.e., current and delinquent)

Covered Loans plus the Limit of Liability Percentage multiplied by the unpaid principal balance as of the date of Default of all Liquidated Covered Loans, or

2. one hundred fifty percent (150%) of the then Total Current Principal Balance of all seriously delinquent (i.e., three (3) months or more past due) Covered Loans plus one hundred fifty percent (150%) of the unpaid principal balance as of the date of Default of all Liquidated Covered Loans.

As such, at sixty (60) months and eighty four (84) months after the Effective Date, the Limit of Liability shall also be reduced to the Remaining Limit of Liability at such dates, after applying the reduction specified herein, plus Aggregate Losses at such dates.

- (f) Notwithstanding any other provision of this Policy to the contrary, the Insurer shall have no liability to pay any Loss once the Aggregate Losses paid by the Insurer equal the Limit of Liability. The Insured shall be solely responsible for any Losses that would otherwise exceed the Limit of Liability.

V. CLAIMS AND REPORTING

- (a) The Insured shall submit to the Insurer monthly a Notice of Claim in the form substantially similar to Exhibit A herein. The monthly Notice of Claim shall be submitted monthly irrespective of whether the Insured is filing a Claim for that month. Where the Insured wishes to file a Claim, such monthly submission shall include a fully completed Notice of Claim on a Covered Loan within sixty (60) calendar days of the end of the month in which a related REO Sale or Third-Party Sale occurs; provided, however, the Insurer shall have no obligation to make payment for Loss on a Notice of Claim until the Aggregate Retention has been exceeded. The Insured's failure to provide a Notice of Claim within the foregoing period shall not relieve the Insurer of its obligations under this Policy, provided that such late notice does not prejudice the Insurer in any material way.
- (b) The Insured shall provide written notice to the Insurer that the Aggregate Retention has been exceeded, and thereafter the Insurer shall submit payment for Loss as presented in the Notice of Claim on a Covered Loan within eleven (11) Business Days of its receipt of the Notice of Claim, and such date shall be the "Claim Due Date".
- (c) In the event the Insurer does not pay the Loss by the Claim Due Date, it shall pay interest on the Loss calculated as follows: 1) if the Loss is paid on or before the sixtieth (60th) day following the Claim Due Date, the note rate due upon the Covered Loan, commencing on and including the day immediately following the Claim Due Date up to but excluding the date on which the Loss is paid; or 2) if the Loss is paid after the sixtieth (60th) day following the Claim Due Date, the note rate due upon the Covered Loan, commencing on and including the day immediately following the Claim Due Date up to and including the sixtieth (60th) day following the Claim Due Date, plus the sum of the note rate due upon the

Covered Loan and ten percent (10.00%), commencing on and including the day immediately following the sixtieth (60th) day following the Claim Due Date up to but excluding the date on which the Loss is paid.

- (d) As a matter of routine reporting during the Policy, the Insured shall provide the Insurer with the Monthly Servicing Report, which shall be updated and transmitted by the Insured on a monthly basis by the thirtieth (30th) day following the end of each month and covering activity during the preceding month.

VI. CALCULATION OF LOSS

- (a) If a Covered Loan has primary mortgage guaranty insurance that reduces the Insured's loss on such Covered Loan to zero, there is no Loss to calculate in connection with such loan and no payment shall be due from the Insurer on a Claim for Loss with respect to such Covered Loan.
- (b) If Article VI.(a) above does not apply, then once a Property securing a Covered Loan has been sold by, or with the approval of, the Insured, the Loss shall be calculated as the sum of:
- i. the Default Amount, and
 - ii. interest at the contract rate stated in the Covered Loan computed on the Default Amount from the date of Default until the date of the Third-Party Sale or REO Sale, provided, however, that in no event shall the time for which accumulated delinquent interest is included in the Loss exceed forty five (45) months, and
 - iii. the amount of Advances paid by the Insured prorated (based on the number of days) through the date the Claim is submitted,
- less
- iv. the amount of all rents and other payments (excluding proceeds of hazard and/or homeowner's insurance) collected or received by the Insured, prior to the earlier of the date the Claim is submitted or required to be submitted, and that the Insured is entitled to retain, which are derived from or in any way related to the Property, and
 - v. the amount of cash remaining in any escrow account as of the last payment date, if such cash secures the debt, and
 - vi. the amount of cash to which the Insured has retained the right of possession as security for the Covered Loan and all sums as to which the Insured has the right of set-off, and
 - vii. the amount paid by the hazard insurer under applicable hazard and/or homeowner's coverage policies, which has not been applied to the cost of restoring and repairing the Property or which has not been applied to the payment of the Covered Loan, and

- viii. the net proceeds of the Third-Party Sale or REO Sale, consisting of the gross sales price less all reasonable and necessary costs incurred in obtaining and closing the sale, and
 - ix. the Amount Due on MI, and
 - x. the amount of any indemnification or make-whole proceeds paid to the Insured by a Servicer or party otherwise responsible to the Insured in connection with a Covered Loan.
- (c) An example of the Loss calculation is provided in Exhibit B.
- (d) In the event that part or all of the Property is taken by eminent domain, condemnation or by any other proceedings by a federal, state or local governmental unit or agency, the Insured shall require that the Borrower apply the maximum permissible amount of compensation awarded to reduce the unpaid principal balance of the Covered Loan in accordance with Applicable Law and the terms of the Covered Loan.
- (e) Notwithstanding any other provision of this Policy to the contrary, the Insurer shall have no liability to pay any Loss unless and until the Aggregate Losses exceed the Aggregate Retention as specified in the Declarations Page. The Insured shall be solely responsible for the Losses until Aggregate Losses exceed the Aggregate Retention.

VII. LOSS ADJUSTMENTS

- (a) **Indemnification Proceeds.** Before the Termination Date, if the Insured is paid any indemnification or make-whole proceeds by a Servicer or party otherwise responsible to the Insured in connection with a Covered Loan after the Insurer has paid a Loss on such Covered Loan, the Insured shall pay to the Insurer such proceeds. All such proceeds paid to the Insurer shall reduce Aggregate Losses, which shall increase the Limit of Liability and the Remaining Limit of Liability by the same amount.
- (b) **Collection Activities.**
- i. In connection with a Covered Loan where a Notice of Claim is submitted by the Insured pursuant to Article V.(a) prior to the date the Aggregate Retention has been exceeded, any amounts received by the Insured as a result of Collection Activities shall be retained by the Insured.
 - ii. In connection with a Covered Loan where a Notice of Claim is submitted by the Insured pursuant to Article V.(b) after the Aggregate Losses exceed the Aggregate Retention, any amounts received by the Insured as a result of Collection Activities shall be for the benefit of the Insurer and be paid to the Insurer, net of any third-party expenses incurred by the Insured to receive such amounts or the right to receive such amounts. For purposes of this Article VII.(b)(ii), the Insured shall apply its same

standards as it would apply in the normal course of Collection Activities pursuant to Article VII.(b)(i) above. All such amounts paid by the Insured to the Insurer before the later of (x) the date of payment by the Insurer of the final Loss eligible to be paid under this Policy, or (y) the Termination Date, shall reduce Aggregate Losses, which shall increase the Limit of Liability and the Remaining Limit of Liability by the same amount.

- (c) Termination Date. For purposes of Article VII.(b)(ii) above, the occurrence of the Termination Date shall not affect the Insured's obligation to pay such amounts to the Insurer.

VIII. CANCELLATION

- (a) This Policy shall automatically cancel on the Termination Date unless cancelled earlier in accordance with Article VIII.(b) through (f) below. Within sixty (60) days following the Termination Date:
 - i. if the Insured determines that the Aggregate Retention has not been exceeded and would not be exceeded if the Total Current Principal Balance of all Covered Loans then in Default were added to the Aggregate Losses, then this Policy shall cancel on the Termination Date and the Insurer shall not be liable for any payment of Loss;
 - ii. if the Insured determines that the Aggregate Retention has not been exceeded, but would be exceeded if the Total Current Principal Balance of all Covered Loans then in Default were added to the Aggregate Losses, then such Covered Loans in Default shall remain covered under this Policy until the earlier of the date such Covered Loans are no longer in Default or become Liquidated Covered Loans, and the Insurer shall continue to pay Losses in connection with such Liquidated Covered Loans without further payment of premium by the Insured;
 - iii. if the Insured determines that the Aggregate Retention has been exceeded, then all Covered Loans then in Default shall remain covered under this Policy until the earlier of the date such Covered Loans are no longer in Default or become Liquidated Covered Loans, and the Insurer shall continue to pay Losses in connection with such Liquidated Covered Loans without further payment of premium by the Insured; and
 - iv. the Insured will notify the Insurer whether subclause a.i., a.ii., or a.iii., above applies.
- (b) The Insurer may cancel this Policy in the event of non-payment of Monthly Premium if the Monthly Premium has not been paid pursuant to Article IX. (Monthly Premium). In such case, the Insurer may cancel this Policy by providing written notice to the Insured stating when the cancellation shall be effective but in no case less than thirty (30) days from the missed Monthly Premium due date. The cancellation date in such written notice shall become the Termination Date of the Policy. If the Insured pays the Monthly Premium on or

before the effective date of the cancellation, this Policy shall continue in full force and effect.

- (c) The Insured may cancel this Policy upon: (i) the insolvency of the Insurer; (ii) a breach by the Insurer of any representation provided in Article II. (Representations and Warranties of the Insurer); (iii) the receipt by the Insurer of a cease and desist order or any similar order from a regulatory authority that it ceases and desist in writing all or part of its business; or (iv) material non-compliance by the Insurer with the terms of this Policy. The Insured shall give written notice to the Insurer stating the grounds for such action and when the cancellation shall be effective. The cancellation date in such written notice shall become the Termination Date of this Policy.
- (d) This Policy shall automatically cancel if the Remaining Limit of Liability at any monthly reporting period is zero dollars (\$0.00), subject to adjustment pursuant to Article VII.(a) (Loss Adjustments), and the Insured shall not then be liable for any Monthly Premium, except for outstanding amounts that may have accrued prior to that time and may still be owed thereafter.
- (e) Under all cancellation provisions in Article VIII.(a) through (c) above, the Insured shall not be liable for any Monthly Premium after the Termination Date and the Insurer shall not be liable for any Loss on Covered Loans that Default after the Termination Date. For the avoidance of doubt, the Insured shall remain liable to pay any Monthly Premium that accrues prior to, but is not payable until after, the Termination Date.

IX. MONTHLY PREMIUM

The initial Monthly Premium due and payable under this Policy shall be calculated as specified on the Declarations Page of this Policy, and the Insured will make its best effort to pay the initial Monthly Premium within five (5) days of delivery to the Insurer of the Set-up File but not later than ten (10) days of such delivery of the Set-up File. Each subsequent Monthly Premium shall be calculated as specified on the Declarations Page of this Policy and paid by the thirtieth (30th) day of the month for which it is due. For example, the Monthly Premium due for January shall be paid by January 30. The Insured's obligation to pay Monthly Premium on a Covered Loan ceases on the last day of the month in which such loan becomes a Liquidated Covered Loan.

X. REDUCTION UNDER QUOTA SHARE CONTRACT

Notwithstanding any other provision of this Policy to the contrary, in the event of a Quota Share Reduction to which the Insured has given its written consent, the Limit of Liability, the Remaining Limit of Liability, the Aggregate Retention, Losses on Covered Loans, and the Monthly Premium will each be revised as follows:

- (a) the Limit of Liability will be revised to equal the Limit of Liability on the date prior to the Reinsurer Reduction Date less the product of the Quota Share Reduction and the Remaining Limit of Liability on the date prior to the Reinsurer Reduction Date.

- (b) the Remaining Limit of Liability will be revised to equal the Remaining Limit of Liability on the date prior to the Reinsurer Reduction Date less the product of the Quota Share Reduction and the Remaining Limit of Liability on the date prior to the Reinsurer Reduction Date.
- (c) the Aggregate Retention will be revised to equal the Aggregate Retention on the date prior to the Reinsurer Reduction Date less the product of the Quota Share Reduction and the Remaining Aggregate Retention on the date prior to the Reinsurer Reduction Date.
- (d) where the Insurer pays a Loss on and after the Reinsurer Reduction Date, the Loss as otherwise calculated pursuant to Article VI.(b) will be reduced in the same proportion as the Quota Share Reduction.
- (e) the Monthly Premium will be reduced prospectively in the same proportion as the Quota Share Reduction as respects any month beginning with the month in which the Reinsurer Reduction Date occurs. The Reinsurer Reduction Date may only occur on the first calendar day of a month.
- (f) For avoidance of doubt, as examples:
 - i. where the Limit of Liability is \$300,000,000, Aggregate Retention is \$50,000,000, and Aggregate Losses totaled \$30,000,000, and the Quota Share Reduction results in the Limit of Liability being reduced to seventy-five percent (75%), as of the Reinsurer Reduction Date the Aggregate Retention would be revised to \$45,000,000 ($\$50,000,000 - [25\% \times \$20,000,000]$), the Limit of Liability would be revised to \$225,000,000 ($\$300,000,000 - [25\% \times \$300,000,000]$), and the Remaining Limit of Liability would be revised to \$225,000,000 ($[\$300,000,000 - \$0] - 25\% \times [\$300,000,000 - \$0]$);
 - ii. where the Limit of Liability is \$300,000,000, Aggregate Retention is \$50,000,000, and Aggregate Losses totaled \$80,000,000, and the Quota Share Reduction results in the Limit of Liability being reduced to seventy-five percent (75%), as of the Reinsurer Reduction Date the Aggregate Retention would be unchanged (\$50,000,000), the Limit of Liability would be revised to \$232,500,000 ($\$300,000,000 - [25\% \times \$270,000,000]$), and the Remaining Limit of Liability would be revised to \$202,500,000 ($[\$300,000,000 - \$30,000,000] - 25\% \times [\$300,000,000 - \$30,000,000]$).

XI. EXCLUSIONS

The Insurer shall not be liable for any Loss in connection with a Covered Loan:

- (a) having a date of Default prior to the Effective Date of this Policy; or
- (b) that does not satisfy the Eligibility Criteria.

XII. GENERAL CONDITIONS



- (a) **Arbitration** - Unless prohibited by Applicable Law, any controversy or dispute, including any Claim made under this Policy, arising out of or relating to this Policy, may, upon the mutual consent of all parties to the dispute, be settled by binding arbitration in accordance with the rules of the American Arbitration Association deemed most appropriate by such association. If this remedy is elected by all parties to the dispute, then the decision of the arbitrator shall be final and binding on all the parties and shall be enforceable in any court of competent jurisdiction in the United States of America.
- (b) **Suit** -
- i. Each of the parties to this Policy consents to the sole and exclusive jurisdiction of the courts of Washington, District of Columbia and/or the federal courts sitting in Washington, District of Columbia, in the case of any dispute or other matter arising under this Policy which is not disposed of with finality under Article XII.(a). (Arbitration). No suit or action for recovery of any Loss under this Policy shall be sustained in favor of the Insured in any court of law or equity unless the Insured has materially complied with the terms and conditions of this Policy, except a suit or action where the issue is whether the Insured materially complied with the terms and conditions of this Policy or what was required to do so, and unless the suit or action in equity is commenced within three (3) years, or such longer period of time as may be permitted by Applicable Law, after (i) the Claim has been presented to the Insurer or (ii) the date on which the cause of action accrued, whichever is earlier. No suit or action on the Insurer's disposition of a Claim or Loss may be brought against the Insurer until sixty (60) days have elapsed from the Claim Due Date. The parties to this Policy expressly waive the right to a jury trial.
 - ii. If a dispute arises concerning a Covered Loan and involves either the Property or the Insured, the Insurer has the right to protect its interest by defending any action arising from such dispute, even if the allegations involved are groundless, false or fraudulent. The Insurer is not required to defend any lawsuit involving the Insured, the Property, or a Covered Loan. The Insurer and the Insured shall each bear its own costs and expenses for any litigation under this Article XII.(b).
- (c) **Parties in Interest** - This Policy shall be binding upon and inure to the benefit of the Insurer and its successors and assigns and the Insured and its successors and such assigns as may be permitted by the Insurer. Neither the Borrower, nor the Servicer, nor any successor owner of a Property, nor any primary mortgage guaranty insurance Insurer, nor any other Person is included or intended as a third-party beneficiary to this Policy.
- (d) **Governing Law; Conformity to Statute** - This Policy shall be governed by, and construed and enforced in accordance with, the laws of [REDACTED] (excluding the conflict of laws rules). Any provision of this Policy that is in conflict with the law of that jurisdiction is amended by this Article XII.(d) to conform to the minimum requirements of that law.

- (e) **Co-ordination and Duplication of Insurance Benefits** - The coverage under this Policy shall be excess over any other mortgage guaranty insurance that may apply to a Covered Loan, regardless of the type of or the effective date of such other coverage.
- (f) **Duty of Cooperation; Access to Records** - The Insured and the Insurer shall cooperate in good faith with one another in the administration of this Policy, including the resolution of any disputes arising under this Policy. Upon reasonable notice from the Insurer, the Insured shall provide access to its records that pertain to this Policy for purposes of allowing the Insurer to obtain information related to any Covered Loan and the Insured's handling thereof under this Policy.
- (g) **Electronic Data** - The Insurer and the Insured agree that each may originate, maintain, and share information, documents or other data (in this Article XII.(g) referred to as "data") as electronic records using electronic media generally accepted as usual and customary for business records (e.g., e-mail, secure web-portals) and that such data are as acceptable for all purposes under this Policy as data maintained in printed or written form, so long as the data is not denied legal effect or enforceability solely because it is in electronic form. Notices required by this Policy may be sent by electronic means and if so sent shall have the same effect as if sent in paper form.
- (h) **Non-Public Personally Identifiable Information** - Any disclosure of Non-Public Personally Identifiable Information shall comply with all state and federal statutes and regulations governing the disclosure of Non-Public Personally Identifiable Information. Disclosing or using such information for any purpose not authorized by Applicable Law is expressly forbidden without the prior written consent of the Insured.
- (i) **Public Statements** - The Insurer consents to the public disclosure of any or all terms of this Policy. The Insurer further agrees that it will not make any public statements, including press releases, about this Policy without the prior written approval of the Insured unless required by law or regulation, in which case the Insurer will give the Insured written notice no less than three (3) days in advance of such disclosure.
- (j) **Amendments; No Waiver; Rights and Remedies** -
 - i. No condition or requirement of this Policy shall be deemed waived, modified or otherwise compromised unless that waiver, modification or compromise is stated in a writing properly executed by the party so waiving. Each of the conditions and requirements of this Policy is severable, and a waiver, modification or compromise of one shall not be construed as a waiver, modification or compromise of any other.
 - ii. No right or remedy of the Insurer provided for by this Policy shall be exclusive of, or limit, any other rights or remedies set forth in this Policy or otherwise available to the Insurer at law or equity.
 - iii. This Policy shall not be altered, modified or amended without the prior

written consent of the Insurer and the Insured.

XIII. DEFINITIONS

Advances - means those amounts paid by the Insured and related to the Covered Loan or Property for the following: (i) normal and customary hazard and/or homeowner's insurance premiums; (ii) taxes, assessments and other public charges imposed on the Property; (iii) solely in instances of Default, commercially reasonable and necessary expenses for protection and preservation of the Property; (iv) condominium fees, homeowner association dues and other pro-rated portions of shared fees related to the common areas attendant to the Property, to the extent ascertainable and necessary to maintain the priority of the first lien; (v) if the Covered Loan is secured by a Cooperative Property, maintenance fees, cooperative association dues and other pro-rated portions of shared fees related to the common areas attendant to the Cooperative Property, to the extent ascertainable; (vi) commercially reasonable and necessary expenses to complete a foreclosure alternative (e.g., a short sale or deed-in-lieu of foreclosure), including any incentives paid to the Borrower (e.g., the Insured's "Cash for Keys") and/or to the Servicer to facilitate such alternative; and (vii) commercially reasonable and necessary expenses to complete foreclosure, eviction and Deficiency Judgment proceedings, as appropriate, including court costs and actual attorney's fees.

Aggregate Losses - means, as of any particular date, the sum of all Losses with respect to fully completed Notices of Claim submitted by the Insured to the Insurer on individual Covered Loans from the Effective Date to such particular date.

Aggregate Retention - means the amount of Aggregate Losses that shall be retained by the Insured before receiving insurance benefits under this Policy, as specified in the Declarations Page of this Policy. The Aggregate Retention shall be calculated by multiplying the Aggregate Retention Percentage by the Total Initial Principal Balance.

Aggregate Retention Percentage - means the percentage specified as such on the Declarations Page of this Policy.

Amount Due on MI - means the amount due to the Insured under a policy of primary mortgage guaranty insurance regardless of whether such amount has actually been paid to the Insured by the time the Insured submits a Claim to the Insurer under this Policy. For the avoidance of doubt, such amount: 1) shall be the amount calculated using the "percentage guaranty option" (or "percentage of loss" or other comparable term as used in the applicable mortgage guaranty insurance policy) specified when the applicable mortgage guaranty insurance coverage was originated; and 2) shall not be reduced by the fact that the Covered Loan was insured by a mortgage guaranty insurance company that is making partial (or no) payments due to its financial inability or insolvency.

Applicable Law - means any controlling: (i) federal, state, local, or foreign law, statute ordinance, or common law; or (ii) rule, regulation, directive, judgment, order, writ, injunction, ruling, decree, arbitration award, agency requirement, license, or permit of any governmental authority.

Appraisal - means an appraisal or alternative method of valuation (such as an automated valuation model or AVM) used to determine the market value of a Property

that complies with: (i) the valuation requirements of the Insured if the Covered Loan was required to be originated in compliance with the valuation requirements of the Insured; or (ii) customary mortgage loan origination practices that are acceptable to the Insurer if the Covered Loan was not required to be originated in compliance with the valuation requirements of the Insured.

Borrower - means any Person required to repay the debt obligation created pursuant to the Covered Loan. The Borrower may be more than one Person, and the term shall include any co-signer or guarantor of the Covered Loan.

Business Day - means any day that the Insurer is normally scheduled to be open for business.

Claim - means the request to receive insurance benefits of this Policy filed in accordance with, and containing all information required by the Insurer pursuant to, Article V. (Claims and Reporting).

Claim Due Date - means the definition given to that term in Article V.(b).

Collection Activities - means activities pursued after Default for the purpose of mitigating Losses by obtaining funds from Borrowers. Such activities include, without limitation: i) Borrower contributions in connection with a pre-foreclosure sale of a Property or the acceptance by the Insured of a deed to the Property in lieu of foreclosure; ii) non-judicial efforts to pursue deficiencies against Borrowers after foreclosure; and iii) judicial efforts to pursue deficiency judgments against Borrowers after foreclosure.

Cooperative Property - means a residential unit ownership of which is evidenced by ownership or membership in a cooperative housing corporation and the lease of such unit by the corporation to the stockholder or member, who shall be the Borrower.

Covered Loan - means any note or other evidence of indebtedness and the indebtedness it evidences, together with the mortgage, bond, deed of trust, or other instrument securing said indebtedness, that satisfies the Eligibility Criteria. The Covered Loans shall initially be identified on the Set-up File.

Declarations Page - means the cover pages of this Policy, signed by the Insurer, which extends the coverage indicated therein on the Covered Loans, subject to the terms, conditions, and limitations of this Policy.

Default - means the failure by a Borrower to pay when due a non-accelerated amount equal to or greater than one (1) regular scheduled payment due under the terms of a Covered Loan or the failure by a Borrower to pay all amounts due under a Covered Loan after the exercise by the Insured of the "due on sale" provision of such Covered Loan. Default does not mean any non-monetary default or violation of any other term or condition of the Covered Loan that would allow for acceleration of the debt or foreclosure or other action to realize upon the security provided by the Covered Loan. A Covered Loan is deemed to be in Default for the period for which, as of the close of business on the installment due date, a scheduled installment payment has not been made, as reported on the Monthly Servicing Report. For example, a Covered Loan is "four (4)

months in Default” if the monthly installments due on January 1, February 1, March 1, and April 1 remain unpaid as of the close of business on April 1.

Default Amount - means the unpaid principal balance of a Covered Loan on the date of Default, excluding penalties. However, such amount does include: a) amounts added to such balance, if any, as a result of Negative Amortization or Modification; b) adding back any principal forgiveness amount that was subtracted as a result of Modification; and c) the amount, if any, that was discharged in a Chapter 13 bankruptcy “cramdown.”

Deficiency Judgment - means a court judgment imposing personal liability on the Borrower for the unpaid amount remaining under the terms of a Covered Loan when the proceeds of a foreclosure sale of the Property securing the Covered Loan were insufficient to fully satisfy the outstanding debt.

Delivered - means, as used in the Selling Guide, a lender’s sale of a mortgage loan to the Insured that the Insured conveys to a mortgage-backed security (“MBS”) trust under the terms of the Insured’s MBS program, or a lender’s sale of a whole mortgage loan to the Insured that the Insured holds in its portfolio and may include in a later MBS pool that it forms.

Effective Date - means the date on which coverage under this Policy becomes effective as specified on the Declarations Page of this Policy.

Eligibility Criteria - means those conditions of coverage applicable to each Covered Loan as specified on the Declarations Page of this Policy.

Exclusions - mean those exclusions from coverage set forth in Article XI. (Exclusions).

Initial Principal Balance - means the unpaid principal balance of a Covered Loan on the Effective Date.

Insured - means the Insured identified on the Declarations Page of this Policy.

Insurer - means the Insurer identified on the Declarations Page of this Policy.

Limit of Liability - means the maximum amount of Aggregate Losses, exceeding the Aggregate Retention, for which the Insurer is responsible under this Policy. The dollar limit for the Limit of Liability is specified on the Declarations Page of this Policy. The Limit of Liability shall initially be calculated by multiplying the Limit of Liability Percentage by the Total Initial Principal Balance.

Limit of Liability Percentage - means the percentage specified as such on the Declarations Page of this Policy.

Liquidated Covered Loan - means a Covered Loan in Default where title to the Property securing such loan was transferred via foreclosure, deed-in-lieu of foreclosure or a Third-Party Sale and where a Claim has not yet been filed or where a Claim has been filed and is pending settlement. For avoidance of doubt, a Liquidated Covered Loan does not include any such loan where a Claim has been filed and settled. The date of any such title transfer shall be reported by the Insured to the Insurer in the Monthly Servicing Report.

Loss - means the liability of the Insurer with respect to a Covered Loan as calculated in Article VI. (Calculation of Loss), subject to the terms, conditions, and limitations of this Policy.

Loss-on-Sale Calculation - means the method of calculating the Loss pursuant to Article VI. (Calculation of Loss).

Mixed-Use Property - means a dwelling that features distinct functional use for both residential and commercial business purposes including, for example but not limited to, a two-story structure in which one floor serves as a commercial business (e.g., shop, office space, etc.) and the other floor serves as residential space for the owner of the dwelling and the commercial business.

Modification - means any change, unless such change is prescribed in the loan documents, to the: a) amount of indebtedness (for example, capitalization of interest arrearages, principal forgiveness); b) interest rate; c) interest rate adjustment period; d) use of escrow funds or other funds; or e) term or the amortization schedule of a Covered Loan.

Monthly Premium - means the amount to be paid by the Insured to the Insurer for the coverage afforded by this Policy, as specified on the Declarations Page of this Policy.

Monthly Premium Rate - means the premium rate so specified on the Declarations Page of this Policy to be used in computing the Monthly Premium.

Monthly Servicing Report - means an electronic file, substantially in the form of Exhibit C unless otherwise mutually agreed, containing all active Covered Loans and Liquidated Covered Loans, including information on the status of Covered Loans in Default. The Monthly Servicing Report shall be the sole means by which the Insured shall notify the Insurer of Defaults on Covered Loans and shall be the sole source for Covered Loan balances used to calculate Monthly Premium and Loss under this Policy. The Monthly Servicing Report shall be delivered to the Insurer in the format and manner that the Insured uses for its other insurance providers, which shall include notice of any Default on a Covered Loan if, within the month to which the Monthly Servicing Report relates: (i) the Borrower was two (2) months in Default on the Covered Loan; or (ii) any proceeding was commenced, including but not limited to foreclosure, which may affect the Covered Loan or the Property or the Insured's or Borrower's interest in the Covered Loan or the Property.

Negative Amortization - means the additions to the principal amount of a Covered Loan arising from the insufficiency of optional payments or regularly scheduled payments to cover interest as it accrues against the principal amount of the Covered Loan as provided for in the loan documents relating to the Covered Loan.

Non-Public Personally Identifiable Information - means such term or similar term as defined under Applicable Law.

Notice of Claim - means the Claim submission form specified in Exhibit A of this Policy.

Original Value - means the lesser of the sales price of the Property (only applicable in the case of a Covered Loan made to finance the purchase of such Property) or the market value of the Property established by an Appraisal, which value was obtained by the loan originator in connection with the Covered Loan at the time it was originated.

Person - means any natural person, or any corporation, partnership, association or other legally-recognized entity.

Policy - means this contract of insurance together with the Exhibits and the Declarations Page, which are incorporated herein and made part of this Policy with respect to the Covered Loans to which they relate.

Policy Period - means the period specified as such on the Declarations Page of this Policy.

Property - means the Residential real property and all improvements thereon including any chattel items (including any built-in appliances) which are an element of the market value stated in the Original Value, including all replacements or additions to the chattel items, together with all easements and appurtenances, all rights of access, all rights to use (as well as any co-ownership interests in) common areas, recreational and appurtenant facilities, and all replacements or additions to those items.

Quota Share Contract - means the quota share reinsurance contract entered into by and between the Insurer and the Reinsurers.

Quota Share Reduction - means a reduction in the liability reinsured under the Quota Share Contract.

Reinsurers - means, collectively, all duly licensed reinsurance entities accepting liability under the Quota Share Contract by signing an Interests and Liabilities Agreement attached thereto.

Reinsurer Reduction Date - means the effective date of a Quota Share Reduction under the Quota Share Contract.

Remaining Aggregate Retention - means, the Aggregate Retention reduced by Aggregate Losses and as adjusted by any applicable Quota Share Reduction. In the event of a Quota Share Reduction, the Remaining Aggregate Retention shall equal the remainder of the Aggregate Retention resulting from subtraction of Aggregate Losses determined on the date prior to the Reinsurer Reduction Date, as such remainder is reduced in the same proportion as the Quota Share Reduction. For avoidance of doubt, as an example, where the Aggregate Retention is \$50,000,000, Aggregate Losses totaled \$30,000,000, and the Quota Share Reduction results in the Aggregate Retention being reduced to seventy-five percent (75%), the Remaining Aggregate Retention as of the Reinsurer Reduction Date would be \$15,000,000 ($[\$50,000,000 - \$30,000,000] \times 0.75$).

Remaining Limit of Liability - means, as of any particular date, the Limit of Liability as reduced by Aggregate Losses, in excess of the Aggregate Retention and as adjusted by any applicable Quota Share Reduction. In the event of a Quota Share Reduction, the Remaining Limit of Liability shall equal the remainder of the Limit of Liability resulting

from subtraction of Aggregate Losses in excess of the Aggregate Retention, determined on the date prior to the Reinsurer Reduction Date, as such remainder is reduced in the same proportion as the Quota Share Reduction. For avoidance of doubt, as examples, (i) where the Limit of Liability is \$300,000,000, Aggregate Losses totaled \$30,000,000, and the Quota Share Reduction results in the Limit of Liability being reduced to seventy-five percent (75%), the Remaining Limit of Liability as of the Reinsurer Reduction Date would be \$202,500,000 $([\$300,000,000 - \$30,000,000] \times 0.75)$, and (ii) where the Limit of Liability is \$300,000,000, Aggregate Retention is \$50,000,000, and Aggregate Losses totaled \$80,000,000, and the Quota Share Reduction results in the Limit of Liability being reduced to seventy-five percent (75%), the Remaining Aggregate Retention as of the Reinsurer Reduction Date would be \$0, and the Remaining Limit of Liability as of the Reinsurer Reduction Date would be \$202,500,000 $([\$300,000,000 - \$30,000,000] \times 0.75)$.

REO Sale - means a sale of a Property by the Insured after foreclosure or after receipt from the Borrower of a deed-in-lieu of foreclosure.

Residential - means

- a. a type of building which is designed for occupancy by not more than four (4) families, or
- b. a single condominium or planned unit development unit, or
- c. a Cooperative Property, or
- d. a Mixed-Use Property, provided that the mixed-use represents a legal, permissible use of the Property under local zoning requirements, the Borrower occupies the Property as a principal residence, the Borrower is both the owner and operator of the commercial business located in the building, and the Property is primarily intended for residential use, or
- e. any other single residence unit as to which good and merchantable title may be held or conveyed freely under law (including but not limited to manufactured housing).

Selling Guide - means the Insured's single family Selling Guide, as such guide existed at the time the Covered Loans were Delivered to the Insured.

Servicer - means that Person, other than a natural Person, that at a given time is servicing a Covered Loan (or acting as a master servicer, if subservicing is also involved) on behalf of the Insured and pursuant to the Servicing Guide and any applicable delegation of authority that the Insured may have made to the Servicer to perform loss mitigation without the prior approval of the Insured. Actions required by this Policy to be performed by the Insured may, at the option of the Insured, be performed by a Servicer. The Servicer acts on behalf of the Insured in performing acts under this Policy.

Servicing Guide - means: (a) the Insured's single family Servicing Guide, as such guide currently exists or as it may be periodically amended by announcement, lender letter, notice, or other Servicer communication, for general application to single-family

loans serviced by all of the Insured's servicers; and (b) any exceptions, pilots, or variances to the Servicing Guide authorized by the Insured.

Set-up File - means the electronic data submission from the Insured to the Insurer that provides loan level information regarding the initial population of Covered Loans insured under this Policy. The Set-up File shall be delivered to the Insurer in the format and manner that the Insured uses for its other mortgage guaranty insurance providers between the tenth (10th) and twenty-fifth (25th) day of the month following the month in which the Effective Date occurs.

Termination Date - means the date on which this Policy terminates as specified on the Declarations Page of this Policy, or as effected in Article VIII. (Cancellation).

Third-Party Sale - means

- a. a sale of a Property arranged by the Servicer and/or by the Borrower, and approved by the Insured or by the Servicer on behalf of the Insured pursuant to a delegation of authority from the Insured, prior to foreclosure, or
- b. a foreclosure or trustee's sale of a Property to a third party at a price equal to or greater than the minimum bid established and submitted by the Servicer.

Total Current Principal Balance - means the sum of the unpaid principal balance of all Covered Loans as reported in the applicable Monthly Servicing Report. For the avoidance of doubt, the unpaid principal balance of all Liquidated Covered Loans is excluded for purposes of calculating the renewal Monthly Premium.

Total Initial Principal Balance - means the sum of the Initial Principal Balance of all Covered Loans, as stated on the Declarations Page of this Policy.

Pronouns, when used in this Policy, shall mean the singular or plural, masculine or feminine, as the context requires.

**EXHIBIT A
NOTICE OF CLAIM**

(Date)

[Redacted]

Re: Notice of Claim

Pursuant to the terms of the Aggregate Excess of Loss Credit Insurance Policy issued by [Redacted] on November 1st, 2014 (the "Policy"), the undersigned authorized representative of the Insured hereby submits this Notice of Claim in accordance with the terms of the Policy in order to provide required information with respect to Claims and obtain payment of the associated Losses. Terms not defined here shall have the meanings set forth in the Policy.

	Notice of Claim Amount	Cumulative Notice of Claim Amount
UPB/Count at Final Liquidation		
Delinquent Interest		
Expenses FCL Costs		
Expenses Property Preservation		
Expenses Eviction Costs		
Expenses Insurance / Escrow		
Expenses Taxes		
Expenses Unassigned		
Sale Proceeds		
MI Proceeds (Amount Due)		
Repurchase Makewhole Proceeds		
Other Proceeds		
Net Loss/Claim Filed Amount	\$0.00	\$0.00
	Original Aggregate Retention	
	Remaining Aggregate Retention	\$0.00
	Original Limit of Liability	
	Remaining Limit of Liability	\$0.00

[Redacted]

EXHIBIT B

Loss Calculation Example

Third-Party Sales and REO Sales	
Original Value	\$ 280,000
Coverage Effective Date LTV	90%
Initial Principal Balance	\$ 252,000
Default Amount	\$ 248,000
Accumulated Delinquent Interest	\$ 15,000
Advances	\$ 4,500
MI and Other Credits	\$ (78,950)
Net Proceeds of Sale	\$ (170,000)
Loss-on-Sale Calculation	\$ 18,550
Loss	\$ 18,550
Amount of Loss included in Aggregate Losses	\$ 18,550

EXHIBIT C

Form of Monthly Servicing Report*

Plcy_ID
FnMae_Ln_ID
Cert_No
Ln_UPB_Ownd_Amt
Ln_Curr_LPI_Dt
Inst_Long_Nme
Svr_ID
Ln_Curr_Actn_Cd
Ln_Liqdn_Dt
Deal_Obj_ID
Ln_Delqcy_Stat_Cd
Brwr_Curr_Delqcy_Rsn_Cd
Bnft_Cash_Amt
Bnft_Non_Cash_Amt
CE_Ln_St_Cd
Ln_Mdfc_Cd
Ln_Mdfc_Eff_Dt

*Detailed file specifications to be provided by Fannie Mae