

## **TOLLING AND FORBEARANCE AGREEMENT**

This TOLLING AND FORBEARANCE AGREEMENT (this “Agreement”) is dated as of November 6, 2013 and is between the undersigned parties hereto.

WHEREAS, JPMorgan Chase & Co., and various of its subsidiaries and affiliates, (collectively, “JPMorgan”), are parties to Pooling and Servicing Agreements, or other similar agreements (the “PSAs”), governing Residential Mortgage Backed Securities (“RMBS”) issued, sponsored and/or underwritten by JPMorgan from 2005 through 2008 (the “RMBS Trusts”); and

WHEREAS The Bank of New York Mellon (formerly The Bank of New York), The Bank of New York Mellon Trust Company, N.A. (formerly The Bank of New York Trust Company, N.A.), Citibank, N.A., Deutsche Bank National Trust Company, Deutsche Bank Trust Company Americas, HSBC Bank USA, National Association, U.S. Bank National Association, Wilmington Trust, National Association, Wells Fargo Bank, N.A., and Law Debenture Trust Company of New York serve as trustees, separate trustees, successor trustees, securities administrators or successor securities administrators for the RMBS Trusts pursuant to the PSAs and/or pursuant to court orders confirming their appointment or otherwise appointed (each a “Trustee” and, collectively, the “Trustees”); and

WHEREAS, Gibbs & Bruns LLP (“Gibbs & Bruns”) on behalf of certain Certificateholders of the RMBS Trusts (the “Gibbs & Bruns Clients”), and JPMorgan entered into a series of tolling agreements, dated May 23, 2012, September 21, 2012, November 15, 2012, and May 17, 2013 (collectively, the “Gibbs & Bruns Tolling Agreements”); and

WHEREAS the Gibbs & Bruns Tolling Agreements pertained to trust-based claims, which JPMorgan denies, that large numbers of mortgage loans which violate representations and warranties were sold or deposited into, and remain in, the RMBS Trusts, and that, under the PSAs, JPMorgan has substantial repurchase liability for such mortgage loans (the “Repurchase Claims”); and that JPMorgan, as master servicer and/or servicer of the mortgage loans held by the RMBS Trusts, has failed to observe and perform its servicing obligations under the PSAs (the “Servicing Claims”); and

WHEREAS the Gibbs & Bruns Tolling Agreements provide that, consistent with New York General Obligations Law § 17-103, any statutes of limitation, repose, or laches applicable to the Repurchase Claims and/or the Servicing Claims shall be tolled during the time period from May 23, 2012 to July 14, 2013 (the “Gibbs & Bruns Tolling Period”), and that JPMorgan covenants and agrees not to assert that the Gibbs & Bruns Tolling Period should be considered for the purpose of applying any such statutes of limitation, repose, or laches to any Repurchase Claims or Servicing Claims that may in the future be asserted by any of the Gibbs & Bruns Clients or a Trustee; and

WHEREAS, JPMorgan and the Gibbs & Bruns Clients have entered into negotiations concerning a potential settlement agreement pursuant to which JPMorgan would make an offer to settle the Repurchase Claims and the Servicing Claims to the Trustees, for the Trustees to evaluate and consider in accordance with the PSAs; and

WHEREAS, in order to permit the negotiations between JPMorgan and the Gibbs & Bruns Clients to continue, and for the Trustees to evaluate any offer of settlement that may result, the Trustees and JPMorgan wish to enter into this Agreement;

WHEREAS, this Agreement covers all RMBS Trusts for which the Trustees serve as trustees, separate trustees, successor trustees, securities administrators or successor securities administrators, except trusts sponsored by Washington Mutual Bank and its affiliates and those RMBS Trusts for which litigation was commenced (and not thereafter dismissed pursuant to a tolling agreement) prior to November 4, 2013, as well as those 6 RMBS Trusts that JPMorgan has agreed with Law Debenture to exclude (“Covered RMBS Trusts,” which include, but are not limited to, the RMBS Trusts listed on Schedule A hereto);

NOW therefore, each of the undersigned, for good and valuable consideration the adequacy and receipt of which are hereby confirmed, confirms and agrees as follows:

1. The Trustees covenant and agree, solely with respect to the Covered RMBS Trusts, that they will not assert any Repurchase Claims or Servicing Claims against JPMorgan for the period commencing on the date of this Agreement and ending on January 15, 2014 (the “Forbearance Period”) other than providing notices and/or demands (“Claims Notices”) to JPMorgan with respect to possible or actual Repurchase Claims and Servicing Claims if and as required by the respective PSAs, it being also understood and agreed that Trustees shall not assert that JPMorgan has breached any contractual duty on the basis that JPMorgan failed to respond to such notice (or any presently outstanding notices for which the time to respond has not expired) during the Forbearance Period and for a period following the Forbearance Period equal to the time for response provided for in the applicable PSA (or with respect to presently outstanding notices for which the time to respond has not expired, the time remaining for response). In consideration of such covenants and agreements by the Trustees, JPMorgan agrees that, consistent with New York General Obligations Law § 17-103, any statutes of limitation, repose, or laches applicable to the Repurchase Claims and/or the Servicing Claims shall be tolled for the duration of and not run during the time period from July 14, 2013 to January 15, 2014 (the “Trustee Tolling Period”), and JPMorgan covenants and agrees not to assert that the Trustee Tolling Period or the Gibbs & Bruns Tolling Period should be considered for the purpose of applying any such statutes of limitation, repose, or laches to any Repurchase Claim or Servicing Claim that may in the future be asserted by the Trustees. This Agreement shall not, however, limit any greater tolling and/or forbearance period applicable to any Repurchase Claims or Servicing Claims that are the subject of a separate tolling and/or forbearance agreement between JPMorgan, on the one hand, and (1) the Trustees, or (2) the Gibbs & Bruns Clients, or (3) other Certificateholders in the Covered RMBS Trusts, on the other hand, unless the parties to such agreements separately elect to terminate those agreements in accordance with their terms; provided, however, that the tolling and/or forbearance terms provided for in this Agreement shall control over any shorter tolling and/or forbearance period provided in such other agreements.

2. Except as expressly set forth in paragraph 1 above, this Agreement shall apply to require the forbearance during the Forbearance Period from asserting Repurchase Claims

and/or the Servicing Claims on behalf of any Covered RMBS Trusts for which the Trustees serve as trustee, successor trustee, separate trustee, securities administrator or successor securities administrator.

3. Except as expressly set forth herein, JPMorgan and the Trustees expressly reserve all rights, arguments and defenses (and nothing herein shall limit the ability to assert such rights, arguments and defenses) related in any way to the Repurchase Claims and/or the Servicing Claims.

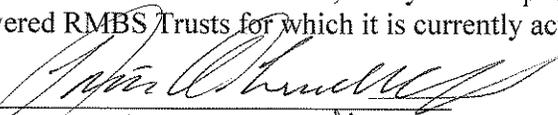
4. This Agreement shall be separately effective as between JPMorgan and each Trustee for all Covered RMBS Trusts for which that Trustee serves as trustee, successor trustee, separate trustee, securities administrator or successor securities administrator, upon execution of this Agreement by such Trustee and JPMorgan without regard to signatures by any other Trustee, except that for Covered RMBS Trusts for which one Trustee acts as trustee and another acts as securities administrator both Trustees' signatures would be required. This Agreement shall be null and void, and of no force and effect, as between JPMorgan and any Trustee who has not executed this Agreement on or prior to November 7, 2013.

5. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. This Agreement may be executed by exchange of electronic copies of signature pages by the parties, including by facsimile and PDF copies by e-mail, each of which shall be deemed to be an original signature page. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

*[Signature Pages Follow]*

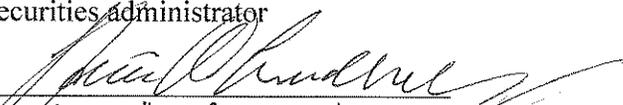
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the date first above written.

The Bank of New York Mellon, solely in its capacity as trustee or securities administrator for the Covered RMBS Trusts for which it is currently acting as trustee or securities administrator

By: 

Name: Loretta A. Lundberg  
Title: Managing Director

The Bank of New York Mellon Trust Company, N.A., solely in its capacity as trustee or securities administrator for the Covered RMBS Trusts for which it is currently acting as trustee or securities administrator

By: 

Name: Loretta A. Lundberg  
Title: Agent

Citibank, N.A., solely in its capacity as trustee or securities administrator for the Covered RMBS Trusts for which it is currently acting as trustee or securities administrator

By: \_\_\_\_\_

Name:

Title:

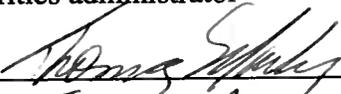
Deutsche Bank National Trust Company, solely in its capacity as trustee or securities administrator for the Covered RMBS Trusts for which it is currently acting as trustee or securities administrator

By: \_\_\_\_\_  
Name:  Ronaldo Reyes  
Title: Vice President

Deutsche Bank Trust Company Americas, solely in its capacity as trustee or securities administrator for the Covered RMBS Trusts for which it is currently acting as trustee or securities administrator

By: \_\_\_\_\_  
Name:  Ronaldo Reyes  
Title: Vice President

HSBC Bank USA, National Association, solely in its capacity as trustee or securities administrator for the Covered RMBS Trusts for which it is currently acting as trustee or securities administrator

By:   
Name: THOMAS MACKAY  
Title: SVP

U.S. Bank National Association, solely in its capacity as trustee or securities administrator for the Covered RMBS Trusts for which it is currently acting as trustee or securities administrator

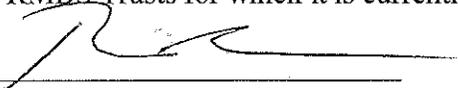
By: 

Name:  
Title: **Nicolas A. Valaperta**  
**Vice President**

Wilmington Trust, National Association, solely in its capacity as trustee or securities administrator for the Covered RMBS Trusts for which it is currently acting as trustee or securities administrator

By: J. Luce .  
Name: Jennifer A. Luce  
Title: Vice President .

Law Debenture Trust Company of New York, solely in its capacity as separate trustee for the Covered RMBS Trusts for which it is currently acting as separate trustee

By: 

Name: **THOMAS MUSARRA**  
Title: **SENIOR VICE PRESIDENT**

Wells Fargo Bank, N.A., solely in its capacity as trustee or securities administrator for the Covered RMBS Trusts for which it is currently acting as trustee or securities administrator

By: Mary L. Schiberg  
Name: Mary L. Schiberg  
Title: Vice President

JPMorgan Chase & Co.

By: 

Name: John E. Costango

Title: Managing Director

## SCHEDULE A

BALTA 2005-1	BSABS 2006-AC3	BSMF 2006-AC1	JPALT 2006-S3	LUM 2005-1
BALTA 2005-10	BSABS 2006-AC4	BSMF 2006-SL2	JPALT 2006-S4	LUM 2006-3
BALTA 2005-2	BSABS 2006-AC5	BSMF 2006-SL3	JPALT 2007-A1	MSST 2007-1
BALTA 2005-3	BSABS 2006-AQ1	BSMF 2006-SL4	JPALT 2007-S1	PRIME 2005-1
BALTA 2005-4	BSABS 2006-EC1	BSMF 2006-SL5	JPMAC 2005-FLD1	PRIME 2005-2
BALTA 2005-5	BSABS 2006-EC2	BSMF 2006-SL6	JPMAC 2005-FRE1	PRIME 2005-3
BALTA 2005-7	BSABS 2006-HE1	BSMF 2007-AR1	JPMAC 2005-OPT1	PRIME 2005-4
BALTA 2005-8	BSABS 2006-HE10	BSMF 2007-SL1	JPMAC 2005-OPT2	PRIME 2005-5
BALTA 2005-9	BSABS 2006-HE2	BSMF 2007-SL2	JPMAC 2005-WMC1	PRIME 2006-1
BALTA 2006-1	BSABS 2006-HE3	BSSBC 2006-AC1	JPMAC 2006-ACC1	PRIME 2006-2
BALTA 2006-2	BSABS 2006-HE4	BSSLT 2007-1	JPMAC 2006-CH1	PRIME 2006-CL1
BALTA 2006-3	BSABS 2006-HE5	BSSLT 2007-SV1A	JPMAC 2006-CH2	PRIME 2006-DR1
BALTA 2006-4	BSABS 2006-HE6	BUMT 2005-1	JPMAC 2006-CW1	PRIME 2007-1
BALTA 2006-5	BSABS 2006-HE7	CFLX 2005-1	JPMAC 2006-CW2	PRIME 2007-2
BALTA 2006-6	BSABS 2006-HE8	CFLX 2005-2	JPMAC 2006-FRE1	PRIME 2007-3
BALTA 2006-7	BSABS 2006-HE9	CFLX 2006-1	JPMAC 2006-FRE2	SACO 2005-1
BALTA 2006-8	BSABS 2006-IM1	CFLX 2006-2	JPMAC 2006-HE1	SACO 2005-10
BALTA 2007-1	BSABS 2006-PC1	CFLX 2007-1	JPMAC 2006-HE2	SACO 2005-2
BALTA 2007-2	BSABS 2006-SD1	CFLX 2007-2	JPMAC 2006-HE3	SACO 2005-3
BALTA 2007-3	BSABS 2006-SD2	CFLX 2007-3	JPMAC 2006-NC1	SACO 2005-4
BSAAT 2007-1	BSABS 2006-SD3	CFLX 2007-M1	JPMAC 2006-NC2	SACO 2005-5
BSABS 2005-1	BSABS 2006-SD4	CHASE 2005-A1	JPMAC 2006-RM1	SACO 2005-6
BSABS 2005-2	BSABS 2006-ST1	CHASE 2005-A2	JPMAC 2006-WF1	SACO 2005-7
BSABS 2005-3	BSABS 2007-1	CHASE 2005-S1	JPMAC 2006-WMC1	SACO 2005-8
BSABS 2005-4	BSABS 2007-2	CHASE 2005-S2	JPMAC 2006-WMC3	SACO 2005-9
BSABS 2005-AC1	BSABS 2007-AC1	CHASE 2005-S3	JPMAC 2007-CH1	SACO 2005-GP1
BSABS 2005-AC2	BSABS 2007-AC2	CHASE 2006-A1	JPMAC 2007-CH2	SACO 2005-WM1
BSABS 2005-AC3	BSABS 2007-AC3	CHASE 2006-S1	JPMAC 2007-CH3	SACO 2005-WM2
BSABS 2005-AC4	BSABS 2007-AC4	CHASE 2006-S2	JPMAC 2007-CH4	SACO 2005-WM3
BSABS 2005-AC5	BSABS 2007-AC5	CHASE 2006-S3	JPMAC 2007-CH5	SACO 2006-1
BSABS 2005-AC6	BSABS 2007-AC6	CHASE 2006-S4	JPMAC 2007-HE1	SACO 2006-10
BSABS 2005-AC7	BSABS 2007-AQ1	CHASE 2007-A1	JPMMT 2005-A1	SACO 2006-12
BSABS 2005-AC8	BSABS 2007-AQ2	CHASE 2007-A2	JPMMT 2005-A2	SACO 2006-2
BSABS 2005-AC9	BSABS 2007-FS1	CHASE 2007-A3	JPMMT 2005-A3	SACO 2006-4
BSABS 2005-AQ1	BSABS 2007-HE1	CHASE 2007-S1	JPMMT 2005-A4	SACO 2006-7
BSABS 2005-AQ2	BSABS 2007-HE2	CHASE 2007-S2	JPMMT 2005-A5	SACO 2006-8
BSABS 2005-CL1	BSABS 2007-HE3	CHASE 2007-S3	JPMMT 2005-A6	SACO 2006-9
BSABS 2005-EC1	BSABS 2007-HE4	CHASE 2007-S4	JPMMT 2005-A7	SACO 2007-1
BSABS 2005-FR1	BSABS 2007-HE5	CHASE 2007-S5	JPMMT 2005-A8	SAMI 2005-AR1
BSABS 2005-HE1	BSABS 2007-HE6	CHASE 2007-S6	JPMMT 2005-ALT1	SAMI 2005-AR2
BSABS 2005-HE10	BSABS 2007-HE7	EMCM 2005-A	JPMMT 2005-S1	SAMI 2005-AR3
BSABS 2005-HE11	BSABS 2007-SD1	EMCM 2005-B	JPMMT 2005-S2	SAMI 2005-AR4
BSABS 2005-HE12	BSABS 2007-SD2	EMCM 2006-A	JPMMT 2005-S3	SAMI 2005-AR5
BSABS 2005-HE2	BSABS 2007-SD3	GPMF 2005-AR1	JPMMT 2006-A1	SAMI 2005-AR6
BSABS 2005-HE3	BSARM 2005-1	GPMF 2005-AR2	JPMMT 2006-A2	SAMI 2005-AR7
BSABS 2005-HE4	BSARM 2005-10	GPMF 2005-AR3	JPMMT 2006-A3	SAMI 2005-AR8
BSABS 2005-HE5	BSARM 2005-11	GPMF 2005-AR4	JPMMT 2006-A4	SAMI 2006-AR1
BSABS 2005-HE6	BSARM 2005-12	GPMF 2005-AR5	JPMMT 2006-A5	SAMI 2006-AR2
BSABS 2005-HE7	BSARM 2005-2	GPMF 2006-AR1	JPMMT 2006-A6	SAMI 2006-AR3
BSABS 2005-HE8	BSARM 2005-3	GPMF 2006-AR2	JPMMT 2006-A7	SAMI 2006-AR4
BSABS 2005-HE9	BSARM 2005-4	GPMF 2006-AR3	JPMMT 2006-S1	SAMI 2006-AR5
BSABS 2005-SD1	BSARM 2005-5	GPMF 2007-HE1	JPMMT 2006-S2	SAMI 2006-AR6
BSABS 2005-SD2	BSARM 2005-6	JPALT 2005-A2	JPMMT 2006-S3	SAMI 2006-AR7
BSABS 2005-SD3	BSARM 2005-7	JPALT 2005-S1	JPMMT 2006-S4	SAMI 2006-AR8
BSABS 2005-SD4	BSARM 2005-9	JPALT 2006-A1	JPMMT 2007-A1	SAMI 2007-AR1
BSABS 2005-TC1	BSARM 2006-1	JPALT 2006-A2	JPMMT 2007-A2	SAMI 2007-AR2
BSABS 2005-TC2	BSARM 2006-2	JPALT 2006-A3	JPMMT 2007-A3	SAMI 2007-AR3
BSABS 2006-1	BSARM 2006-4	JPALT 2006-A4	JPMMT 2007-A4	SAMI 2007-AR4
BSABS 2006-2	BSARM 2007-1	JPALT 2006-A5	JPMMT 2007-A5	SAMI 2007-AR5
BSABS 2006-3	BSARM 2007-2	JPALT 2006-A6	JPMMT 2007-A6	SAMI 2007-AR6
BSABS 2006-4	BSARM 2007-3	JPALT 2006-A7	JPMMT 2007-S1	SAMI 2007-AR7
BSABS 2006-AC1	BSARM 2007-4	JPALT 2006-S1	JPMMT 2007-S2	BSSBC 2006-1A
BSABS 2006-AC2	BSARM 2007-5	JPALT 2006-S2	JPMMT 2007-S3	SACO 2007-VA1