

Exhibit A

STRUCTURED ASSET SECURITIES CORPORATION,
as Depositor,

AURORA LOAN SERVICES LLC,
as Master Servicer,

and

CITIBANK, N.A.,
as Trustee

TRUST AGREEMENT

Dated as of December 1, 2005

LEHMAN XS TRUST
MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2005-10

any material portion of its property or (ii) authorizing the taking of possession by a custodian, trustee, agent or receiver of the Certificate Insurer (or the taking of possession of all or any material portion of the property of the Certificate Insurer).

Certificate Interest Rate: With respect to each Class of Certificates and any Distribution Date, the applicable per annum rate set forth or described in the Preliminary Statement hereto.

Certificate Owner: With respect to a Book-Entry Certificate, the Person who is the owner of such Book-Entry Certificate, as reflected on the books of the Clearing Agency, or on the books of a Person maintaining an account with such Clearing Agency (directly or as an indirect participant, in accordance with the rules of such Clearing Agency).

Certificate Principal Amount: With respect to any Certificate (other than the Class 1-X, Class 2-X, Class 1-P, Class 2-P, Class R-1, Class R-2, Class LT-R-1 and Class LT-R-2 Certificates) and any Distribution Date, the initial Certificate Principal Amount thereof on the Closing Date, less the amount of all principal distributions previously distributed with respect to such Certificate prior to such Distribution Date, and, in the case of the Group 1 Certificates, as reduced by any Pool 1 Applied Loss Amount previously allocated thereto, or, in the case of the Group 2 Certificates, as reduced by any Pool 2 Applied Loss Amount previously allocated thereto; *provided, however*, that on each Distribution Date on which a Subsequent Recovery is distributed, the Certificate Principal Amount of any Group 1 Certificates whose Certificate Principal Amount has previously been reduced by application of Pool 1 Applied Loss Amounts or the Certificate Principal Amount of any Group 2 Certificates whose Certificate Principal Amount has previously been reduced by application of Pool 2 Applied Loss Amounts, as applicable, will be increased, in order of seniority, by an amount (to be applied *pro rata* to all Certificates of such Class) equal to the lesser of (1) any Deferred Amount for each such Class immediately prior to such date and (2) in the case of holders of the Group 1 Certificates and the Group 2 Certificates, the total amount of any Subsequent Recovery from the related Mortgage Pool distributed on such Distribution Date after application (for this purpose) to any more senior Classes of such Certificates; *provided, further*, that to the extent that any Applied Loss Amount was reimbursed under the Certificate Insurance Policy, any Subsequent Recovery otherwise payable on the Insured Certificates shall instead be payable to the Certificate Insurer. The Class 1-X, Class 2-X, Class R-1 and Class R-2 Certificates are issued without Certificate Principal Amounts. The Class 1-P Certificates are issued with an initial Class 1-P Principal Amount of \$100.00 and the Class 2-P Certificates are issued with an initial Class 2-P Principal Amount of \$100.00.

Certificate Register and Certificate Registrar: The register maintained and the registrar appointed pursuant to Section 3.02.

Certificateholder: The meaning provided in the definition of "Holder."

Class: All Certificates and, in the case of each of Lower-Tier REMIC 1, Middle-Tier REMIC 1 and Lower-Tier REMIC 2, all Lower Tier Interests bearing the same Class designation.

Class 1-A1 Cap Agreement: The Cap Agreement dated as of December 30, 2005, entered into between the Trustee on behalf of the Trust Fund (for the benefit of the Class 1-A1 Certificateholders) and the Cap Counterparty, which agreement provides for the monthly payment specified therein, to the Trustee (for the benefit of the Class 1-A1 Certificateholders) commencing with the Distribution Date in January 2006 and terminating in (but including the Distribution Date in) December 2008, by the Cap Counterparty, but subject to the conditions set forth therein, including the 1992 ISDA Master Swap Agreement (Multi-Currency Cross Border), together with the confirmation and schedules relating thereto, in the form of Exhibit N-1 hereto.

Class 1-A5 Certificate Insurance Premium: With respect to any Distribution Date, the Certificate Insurance Policy related to the Class 1-A5 Certificates, an amount equal to the product of (a) the Class Principal Amount of the Class 1-A5 Certificates as of such Distribution Date (prior to giving effect to any distribution on such Classes on such Distribution Date), (b) the Class 1-A5 Premium Percentage and (c) a fraction, the numerator of which is the actual number of days in the related Accrual Period and the denominator of which is 360.

Class 1-A5 Premium Percentage: 0.07% per annum.

Class 1-P Interest: An interest in Upper-Tier REMIC 1, as described in footnote (25) to the table entitled "The Certificates" in the Preliminary Statement, which interest shall be evidenced by the rights of the holders of the Class 1-P Certificates to receive Prepayment Premiums with respect to Pool 1 Mortgage Loans.

Class 1-P Principal Amount: As of the Closing Date, \$100.00.

Class 1-X Distributable Amount: On any Distribution Date, the amount of interest that has accrued on the notional balance of the Class 1-X Certificates (as described in the Preliminary Statement in footnote (27) under the caption "The Certificates," but that has not been distributed prior to such date. In addition, such amount shall include the Class 1-X Principal Amount to the extent such amount has not been distributed on an earlier Distribution Date as part of the Pool 1 Overcollateralization Release Amount.

Class 1-X Notional Balance: With respect to any Distribution Date (and the related Accrual Period) the aggregate of the Class Principal Amount of the interests in Middle-Tier REMIC 1, as described in the Preliminary Statement.

Class 1-X Principal Amount: As of the Closing Date, \$0.00.

Class 2-A1 Cap Agreement: The Cap Agreement dated as of December 30, 2005, entered into between the Trustee on behalf of the Trust Fund (for the benefit of the Class 2-A1 Certificateholders) and the Cap Counterparty, which agreement provides for the monthly payment specified therein, to the Trustee (for the benefit of the Class 2-A1 Certificateholders) commencing with the Distribution Date in January 2006 and terminating in (but including the Distribution Date in) February 2009, by the Cap Counterparty, but subject to the conditions set forth therein, including the 1992 ISDA Master Swap Agreement (Multi-Currency Cross Border), together with the confirmation and schedules relating thereto, in the form of Exhibit N-2 hereto.

Class 2-A5 Percentage: For any Distribution Date, the lesser of (i) 100% and (ii) the percentage obtained by dividing (x) the aggregate Class Principal Amount of the Class 2-A5A and Class 2-A5B Certificates immediately prior to such date by (y) the aggregate Class Principal Amount of the Group 2 Senior Certificates immediately prior to such date.

Class 2-A5 Priority Amount: For any Distribution Date, the lesser of (i) the aggregate Class Principal Amount of the Class 2-A5A and Class 2-A5B Certificates immediately prior to such Distribution Date and (ii) the product of (x) the aggregate amount distributed on such Distribution Date to the Group 2 Senior Certificates, (y) the Class 2-A5 Percentage and (z) the Class 2-A5 Shift Percentage; *provided, however*, that if prior to such Distribution Date the aggregate Class Principal Amount of the Group 2 Senior Certificates (other than the Class 2-A5A and Class 2-A5B Certificates) has been reduced to zero, the Class 2-A5 Priority Amount will equal 100% of the Pool 2 Senior Principal Distribution Amount.

Class 2-A5 Shift Percentage: For any Distribution Date occurring prior to the 37th Distribution Date (*i.e.*, January 2009) will be 0%; for the 37th through 60th Distribution Dates, 45%; for the 61st through 72nd Distribution Dates, 80%; for the 73rd through 84th Distribution Dates, 100%; and thereafter, 300%.

Class 2-P Interest: An interest in Upper-Tier REMIC 2, as described in footnote (26) to the table entitled "The Certificates" in the Preliminary Statement, which interest shall be evidenced by the rights of the holders of the Class 2-P Certificates to receive Prepayment Premiums with respect to Pool 2 Mortgage Loans.

Class 2-P Principal Amount: As of the Closing Date, \$100.00.

Class 2-X Distributable Amount: On any Distribution Date, the amount of interest that has accrued on the notional balance of the Class 2-X Certificates (as described in the Preliminary Statement in footnote (28) under the caption "The Certificates," but that has not been distributed prior to such date. In addition, such amount shall include the Class 2-X Principal Amount to the extent such amount has not been distributed on an earlier Distribution Date as part of the Pool 2 Overcollateralization Release Amount.

Class 2-X Notional Balance: With respect to any Distribution Date (and the related Accrual Period) the aggregate of the Class Principal Amount of the Lower Tier Interest in Lower-Tier REMIC 2, as described in the Preliminary Statement.

Class 2-X Principal Amount: As of the Closing Date, \$0.00.

Class I Shortfalls: As defined in Section 10.01(l) hereof. For purposes of clarity, the Class I Shortfall for any Distribution Date shall equal the amount payable to the Swap Counterparty on such Distribution Date in excess of the amount payable on the Class I interest in the Upper Tier REMIC 1 on such Distribution Date, all as further provided in Section 10.01(l) hereof.

Class LT-R-1 Certificates: Each Class LT-R-1 Certificate executed by the Trustee, and authenticated and delivered by the Certificate Registrar, substantially in the form annexed hereto as Exhibit A and evidencing the residual interest in Pooling REMIC 1.

Class LT-R-2 Certificates: Each Class LT-R-2 Certificate executed by the Trustee, and authenticated and delivered by the Certificate Registrar, substantially in the form annexed hereto as Exhibit A and evidencing the residual interest in Pooling REMIC 2.

Class Principal Amount: With respect to each Class of Certificates other than the Class 1-P, Class 2-P, Class R-1, Class R-2, Class LT-R-1, Class LT-R-2, Class 1-X and Class 2-X Certificates, the aggregate of the Certificate Principal Amounts (or related Percentage Interest therein aggregating to 100%) of all Certificates of such Class at the date of determination. With respect to the Class 1-P and Class 2-P Certificates, the Class 1-P Principal Amount and the Class 2-P Principal Amount, respectively. With respect to the Class R-1, Class R-2, Class LT-R-1, Class LT-R-2, Class 1-X and Class 2-X Certificates, zero.

Class R-1 Certificate: The Class R-1 Certificate executed by the Trustee, and authenticated and delivered by the Certificate Registrar, substantially in the form annexed hereto as Exhibit A and evidencing the ownership of the sole class of residual interest in Upper-Tier REMIC 1 as well as ownership of the Class LT1-R Interest in Lower-Tier REMIC 1 and the Class MT1-R Interest in Middle-Tier REMIC 1.

Class R-2 Certificate: The Class R-2 Certificate executed by the Trustee, and authenticated and delivered by the Certificate Registrar, substantially in the form annexed hereto as Exhibit A and evidencing the ownership of the sole class of residual interest in Upper-Tier REMIC 2 as well as ownership of the Class LT2-R Interest in Lower-Tier REMIC 2.

Clearing Agency Participant: A broker, dealer, bank, other financial institution or other Person for whom from time to time a Clearing Agency effects book-entry transfers and pledges of securities deposited with the Clearing Agency.

Clearing Agency: An organization registered as a "clearing agency" pursuant to Section 17A of the Securities Exchange Act of 1934, as amended. As of the Closing Date, the Clearing Agency shall be The Depository Trust Company.

Clearstream: Clearstream Banking, S.A., Luxembourg, and any successor thereto.

Closing Date: December 30, 2005.

Code: The Internal Revenue Code of 1986, as amended, and as it may be further amended from time to time, any successor statutes thereto, and applicable U.S. Department of Treasury regulations issued pursuant thereto in temporary or final form.

Collection Account: A separate account established and maintained by the Master Servicer pursuant to Section 4.01.

Collection Period: With respect to any Distribution Date, the period commencing on the second day of the month immediately preceding the month in which such Distribution Date occurs and ending on the first day of the month in which such Distribution Date occurs.

Commitment Letter: The commitment letter dated as of December 30, 2005 between the Depositor and the Certificate Insurer with respect to the Certificate Insurance Policy.

Compensating Interest Payment: With respect to any Distribution Date and prepayments in full or in part, an amount equal the aggregate amount of any Prepayment Interest Shortfalls required to be paid by the Servicers with respect to such Distribution Date. The Master Servicer shall not be responsible to make any Compensating Interest Payment.

Component: Not applicable.

Component Interest Rate: Not applicable.

Component Principal Amount: Not applicable.

Conventional Loan: A Mortgage Loan that is not insured by the United States Federal Housing Administration or guaranteed by the United States Department of Veterans Affairs.

Cooperative Corporation: The entity that holds title (fee or an acceptable leasehold estate) to the real property and improvements constituting the Cooperative Property and which governs the Cooperative Property, which Cooperative Corporation must qualify as a Cooperative Housing Corporation under Section 216 of the Code.

Cooperative Loan Documents: As to any Cooperative Loan, (i) the Cooperative Shares, together with a stock power in blank; (ii) the original executed Security Agreement and the assignment of the Security Agreement endorsed in blank; (iii) the original executed Proprietary Lease and the assignment of the Proprietary Lease endorsed in blank; (iv) the original executed Recognition Agreement and the assignment of the Recognition Agreement (or a blanket assignment of all Recognition Agreements) endorsed in blank; (v) the executed UCC-1 financing statement with evidence of recording thereon, which has been filed in all places required to perfect the security interest in the Cooperative Shares and the Proprietary Lease; and (vi) executed UCC-3 financing statements (or copies thereof) or other appropriate UCC financing statements required by state law, evidencing a complete and unbroken line from the mortgagee to the Trustee with evidence of recording thereon (or in a form suitable for recordation).

Cooperative Loan: Any Mortgage Loan secured by Cooperative Shares and a Proprietary Lease.

Cooperative Property: The real property and improvements owned by the Cooperative Corporation, that includes the allocation of individual dwelling units to the holders of the Cooperative Shares of the Cooperative Corporation.

Cooperative Shares: Shares issued by a Cooperative Corporation.

applicable where relevant reports or summaries are required elsewhere in this Agreement. Such information shall include the amount of original issue discount accrued on each Class of Certificates and information regarding the expenses of the Trust Fund. The Trustee shall be deemed to have satisfied this requirement if it forwards such information in any other format permitted by the Code. The Master Servicer shall provide the Trustee with such information as is necessary for the Trustee to prepare such reports.

(d) The Trustee shall prepare and file with the Internal Revenue Service ("IRS"), on behalf of the Trust Fund, an application for an employer identification number on IRS Form SS-4 or by any other acceptable method. The Trustee shall also file a Form 8811 as required. The Trustee, upon receipt from the IRS of the Notice of Taxpayer Identification Number Assigned, shall upon request promptly forward a copy of such notice to the Master Servicer and the Depositor. The Trustee shall furnish any other information that is required by the Code and regulations thereunder to be made available to Certificateholders. The Master Servicer shall provide the Trustee with such information as is necessary for the Trustee to comply with the foregoing.

Section 4.04. Certificate Account.

(a) The Trustee shall establish and maintain in its name, as trustee, a trust account (the "Certificate Account") entitled "Certificate Account, Citibank, N.A., as Trustee, in trust for the benefit of the Holders of Lehman XS Trust Mortgage Pass-Through Certificates, Series 2005-10" until disbursed pursuant to the terms of this Agreement. The Certificate Account shall be an Eligible Account and shall be for the benefit of the Certificateholders and the Certificate Insurer. If the existing Certificate Account ceases to be an Eligible Account, the Trustee shall establish a new Certificate Account that is an Eligible Account within 20 Business Days and transfer all funds and investment property on deposit in such existing Certificate Account into such new Certificate Account. The Certificate Account shall relate solely to the Certificates and to the Pooling REMIC 1 Regular Interests or Pooling REMIC 2 Regular Interests issued hereunder and funds in the Certificate Account shall be held separate and apart from and shall not be commingled with any other monies including, without limitation, other monies of the Trustee held under this Agreement.

(b) The Trustee shall deposit or cause to be deposited into the Certificate Account, on the day on which, or, if such day is not a Business Day, the Business Day immediately following the day on which, any monies are remitted by the Master Servicer to the Trustee, all such amounts so remitted. The Trustee shall make withdrawals from the Certificate Account only for the following purposes:

- (i) to make payment to itself pursuant to any provision of this Agreement, or to reimburse itself or its agents for any amounts reimbursable to it pursuant to Sections 6.11, 6.12 or 7.01; *provided, however*, that any amounts in excess of the annual cap described in clause (b) of the definition of "Interest Remittance Amount" and clause (b) of the definition of "Principal Remittance Amount" in any Anniversary Year, other than costs and expenses incurred by the Trustee pursuant to Sections 6.11, 6.14 and 7.01 in connection with any transfer of servicing, shall not be withdrawn from the Certificate Account and paid to the Trustee and the Trustee's reimbursement for such excess amounts shall be made pursuant to Section 5.02(b)(vi) and 5.02(c)(v) hereof;
- (ii) to withdraw amounts deposited in the Certificate Account in error;
- (iii) to make payments to itself and others pursuant to any provision of this Agreement;
- (iv) to make distributions to Certificateholders and the Certificate Insurer pursuant to Article V; and
- (v) to clear and terminate the Certificate Account pursuant to Section 7.02.

The Trustee may invest, or cause to be invested, funds held in the Certificate Account, which funds, if invested, shall be invested in Eligible Investments (which may be obligations of the Trustee). All such investments must be payable on demand or mature no later than the next Distribution Date (except with respect to such investments in an amount equal to the aggregate of any Net Swap Payments and any Swap Termination Payments payable to the Swap Counterparty, such amount to mature no later than the next Swap Payment Date), and shall not be sold or disposed of prior to their maturity. All such Eligible Investments will be made in the name of the Trustee (in its capacity as such) or its nominee. All income and gain realized from any such investment shall be compensation to the Trustee and shall be subject to its withdrawal on order from time to time. The amount of any losses incurred in respect of any such investments shall be paid by the Trustee for deposit in the Certificate Account out of its own funds, without any right of reimbursement therefor, immediately as realized.

ARTICLE V

DISTRIBUTIONS TO HOLDERS OF CERTIFICATES

Section 5.01. Distributions Generally.

(a) On each Distribution Date, so long as the Group 1 Senior Certificates and the Group 2 Senior Certificates are outstanding, the Trustee or the Paying Agent shall make distributions to the Holders in accordance with this Article V; *provided, however*, that if a Section 7.01(d) Purchase Event has occurred with respect to either the Pooling REMIC 1 Regular Interests or the Pooling REMIC 2 Regular Interests, the distributions related to such Pooling REMIC Regular Interests shall be made in accordance with Section 5.02(j). Such distributions shall be made by wire transfer if the Certificateholder has provided the Trustee with wire instructions or by check mailed to the address of such Certificateholder as it appears in the books of the Trustee if the Certificateholder has not provided the Trustee with wire instructions in immediately available funds to an account specified in the request and at the expense of such Certificateholder; *provided, however*, that the final distribution in respect of any Certificate shall be made only upon presentation and surrender of such Certificate at the Corporate Trust Office; *provided, further*, that the foregoing provisions shall not apply to any Class of Certificates as long as such Certificate remains a Book-Entry Certificate in which case all payments made shall be made through the Clearing Agency and its Clearing Agency Participants. Notwithstanding such final payment of principal of any of the Certificates, each Residual Certificate will remain outstanding until the termination of each REMIC and the payment in full of all other amounts due with respect to the Residual Certificates and at such time such final payment in retirement of any Residual Certificate will be made only upon presentation and surrender of such Certificate at the applicable Corporate Trust Office. If any payment required to be made on the Certificates or the Pooling REMIC 1 Regular Interests or Pooling REMIC 2 Regular Interests or by the Certificate Insurer is to be made on a day that is not a Business Day, then such payment will be made on the next succeeding Business Day. Payments to the Certificate Insurer shall in all cases be made by wire transfer in immediately available funds to the account designated by the Certificate Insurer.

(b) All distributions or allocations made with respect to Certificateholders within each Class on each Distribution Date shall be allocated among the outstanding Certificates of such Class equally in proportion to their respective initial Class Principal Amounts (or Percentage Interests).

Section 5.02. Distributions from the Certificate Account.

(a) On each Distribution Date on or prior to a Section 7.01(d) Purchase Event, a Pool 1 Termination Event or a Pool 2 Termination Event, as applicable, the Trustee (or the Paying Agent on behalf of the Trustee) shall withdraw from the Certificate Account (i) the sum of the Interest Remittance Amount for Pool 1 and the Principal Remittance Amount for Pool 1 and amounts that are available for payment to the Swap Counterparty and shall allocate such amount to the interests issued in respect of each REMIC and shall distribute such amount as specified in subparagraphs (b), (d), (f), (h) and (i) of this Section; *provided*, that amounts that are available for payment to the Swap Counterparty shall be paid on the related Swap Payment Date, and (ii) the sum of the Interest Remittance Amount for Pool 2 and the Principal Remittance Amount for Pool 2 and shall allocate such amount to the interests issued in respect of each REMIC and shall distribute such amount as specified in subparagraphs (c), (e), (g) and (i) of this Section. All allocations and distributions made between and with respect to Pool 1 and Pool 2 in subparagraphs (b) other than clause (i) thereof, (c), (d) other than clause (i) and (ii)(A) thereof, (e), (f) and (g) of this Section shall be made concurrently.

(b) On each Distribution Date on or prior to a Section 7.01(d) Purchase Event related to the Pooling REMIC 1 Regular Interests (or, with respect to clause (i) below, on the related Swap Payment Date), the Trustee shall distribute the Interest Remittance Amount for Pool 1 for such date in the following order of priority:

(i) for deposit into the Supplemental Interest Trust Account, an amount equal to the lesser of (x) the amount of any Net Swap Payment or Swap Termination Payment for Pool 1 owed to the Swap Counterparty on the related Swap Payment Date and (y) the Interest Remittance Amount for Pool 1 for such Distribution Date;

(ii) to the Certificate Insurer, the Aggregate Class 1-A5 Insurance Premium due under the Certificate Insurance Policy for the Class 1-A5 Certificates for that Distribution Date;

(iii) concurrently, to the Group 1 Senior Certificates, Current Interest and any Carryforward Interest (and in the case of the Class 1-A5 Certificates, calculated without regard to any payments under the Certificate Insurance Policy for the Class 1-A5 Certificates) for such Classes for such Distribution Date; *provided, however*, that any shortfall in Current Interest and Carryforward Interest shall be allocated among such Classes in proportion to the amount of Current Interest and Carryforward Interest that would otherwise be distributable thereon;

(iv) concurrently, *pro rata* based on amounts due, (a) to the Certificate Insurer, any due unreimbursed Insured Amounts attributable to the Class 1-A5 Certificates and (b) to the Group 1 Certificates, the sum of all accrued and unpaid interest at the related Interest Rate on any Deferred Amounts previously allocated and not previously distributed to such Classes and any Deferred Amounts previously allocated to such Classes and not previously reimbursed, applied in the priority provided in the last paragraph of this Section 5.02(b);

(v) to the Group 1 Subordinate Certificates, in accordance with the Group 1 Subordinate Priority, Current Interest and any Carryforward Interest for such Classes for such Distribution Date;

(vi) to the Trustee, any amounts reimbursable pursuant to Section 4.04(b)(i) and not previously reimbursed to the Trustee; and

(vii) for application as part of Pool 1 Monthly Excess Cashflow for such Distribution Date, as provided in subsection (f) of this Section, any Pool 1 Monthly Excess Interest for such Distribution Date.

Any distributions made pursuant to subclause (iv)(b) above on a Distribution Date shall be made in the following order of priority:

(1) to each class of Group 1 Senior Certificates, all Current Interest and Carryforward Interest for each applicable Class on any Deferred Amounts previously allocated to such Class, *pro rata* based on amounts of such Current Interest and Carryforward Interest owed to each such Class, for such date; and

(2) to the Group 1 Senior Certificates, any Deferred Amounts previously allocated to each such Class, *pro rata* based on the Deferred Amounts owed to each such Class, for such date.

(c) On each Distribution Date on or prior to a Section 7.01(d) Purchase Event related to the Pooling REMIC 2 Regular Interests, the Trustee shall distribute the Interest Remittance Amount for Pool 2 for such date in the following order of priority:

(i) concurrently, to the Group 2 Senior Certificates, Current Interest and any Carryforward Interest for such Classes for such Distribution Date, *provided, however*, that any shortfall in Current Interest and Carryforward Interest shall be allocated among such Classes in proportion to the amount of Current Interest and Carryforward Interest that would otherwise be distributable thereon;

(ii) to the Group 2 Subordinate Certificates, in accordance with the Group 2 Subordinate Priority, Current Interest and any Carryforward Interest for such Classes for such Distribution Date;

(iii) to the Trustee, any amounts reimbursable pursuant to Section 4.04(b)(i) and not previously reimbursed to the Trustee; and

(iv) for application as part of Pool 2 Monthly Excess Cashflow for such Distribution Date, as provided in subsection (g) of this Section, any Pool 2 Monthly Excess Interest for such Distribution Date.

(d) On each Distribution Date or related Swap Payment Date on or prior to a Section 7.01(d) Purchase Event related to the Pooling REMIC 1 Regular Interests, the Trustee shall distribute the Principal Distribution Amount for Pool 1 for such date, as follows:

(i) On each Distribution Date (or, with respect to clause (A) below, on the related Swap Payment Date) (a) prior to the Pool 1 Stepdown Date or (b) on or after the Pool 1 Stepdown Date and with respect to which a Pool 1 Trigger Event is in effect, until the aggregate Certificate Principal Amount of the Group 1 Certificates equals the Pool 1 Target Amount for such Distribution Date, the Trustee shall distribute the Principal Distribution Amount for Pool 1 in the following order of priority:

(A) for deposit into the Supplemental Interest Trust Account, an amount equal to the lesser of (x) the amount of any Net Swap Payment or Swap Termination Payment for Pool 1 owed to the Swap Counterparty (to the extent not paid from the Interest Remittance Amount for Pool 1) and (y) the Principal Remittance Amount for Pool 1 for such Distribution Date;

(B) concurrently to (a) the Class 1-A1 Certificates, (b) the Class 1-A2, Class 1-A3 and Class 1-A4 Certificates and (c) the Class 1-A5 Certificates, in proportion to the Class Principal Amount of the Class 1-A1 Certificates, the aggregate Class Principal Amounts of the Class 1-A2, Class 1-A3 and Class 1-A4 Certificates and the Class Principal Amount of the Class 1-A5 Certificates, *provided* that amounts distributable to the Class 1-A2, Class 1-A3 and Class 1-A4 Certificates pursuant to clause (b) shall be made sequentially to such classes, in such order of priority;

(C) to the Group 1 Subordinate Certificates, in accordance with the Group 1 Subordinate Priority, until the Class Principal Amount of each such Class has been reduced to zero;

(D) to the Certificate Insurer, any unreimbursed Insured Amounts plus all amounts due to the Certificate Insurer under the Commitment Letter with regard to the Class 1-A5 Certificates, together with interest thereon at the Default Rate; and

(E) for application as part of Pool 1 Monthly Excess Cashflow for such Distribution Date, as provided in subsection (f) of this Section, any such Principal Distribution Amount remaining after application pursuant to clauses (A) through (D) above.

(ii) On each Distribution Date (or, with respect to clause (A) below, on the related Swap Payment Date) (a) on or after the Pool 1 Stepdown Date and (b) with respect to which a Pool 1 Trigger Event is not in effect, the Trustee shall distribute the Principal Distribution Amount for Pool 1 for such date, in the following order of priority:

(A) for deposit into the Supplemental Interest Trust Account, an amount equal to the lesser of (x) the amount of any Net Swap Payment or Swap Termination Payment for Pool 1 owed to the Swap Counterparty (to the extent not paid from the Interest Remittance Amounts for Pool 1) and (y) the Principal Remittance Amount for such Mortgage Pool for such Distribution Date;

(B) so long as any Class of Group 1 Subordinate Certificates are outstanding, to the Group 1 Senior Certificates in accordance with the Group 1 Senior Priority in an amount equal to the lesser of (x) the Principal Distribution Amount of Pool 1 for such Distribution Date and (y)

the Pool 1 Senior Principal Distribution Amount for such Distribution Date until the Class Principal Amount of each such Class has been reduced to zero; *provided, however*, that if none of the Group 1 Subordinate Certificates are outstanding, the Trustee shall distribute the entire Principal Distribution Amount for Pool 1 in accordance with the Group 1 Senior Priority until the Class Principal Amount of each such Class has been reduced to zero;

(C) to the Class 1-M1 Certificates, an amount equal to the lesser of (x) the excess of (a) the Principal Distribution Amount for Pool 1 for such Distribution Date over (b) the amount distributed to the Group 1 Senior Certificates, the Supplemental Interest Trust and the Certificate Insurer on such Distribution Date pursuant to clauses (A) through (B) above, and (y) the 1-M1 Principal Distribution Amount for such Distribution Date, until the Class Principal Amount of such Class has been reduced to zero;

(D) to the Class 1-M2 Certificates, an amount equal to the lesser of (x) the excess of (a) the Principal Distribution Amount for Pool 1 for such Distribution Date over (b) the amount distributed to the Group 1 Senior Certificates, the Class 1-M1 Certificates, the Supplemental Interest Trust and the Certificate Insurer on such Distribution Date pursuant to clauses (A) through (C) above, and (y) the 1-M2 Principal Distribution Amount for such Distribution Date, until the Class Principal Amount of such Class has been reduced to zero;

(E) to the Class 1-M3 Certificates, an amount equal to the lesser of (x) the excess of (a) the Principal Distribution Amount for Pool 1 for such Distribution Date over (b) the amount distributed to the Group 1 Senior Certificates, the Class 1-M1 and Class 1-M2 Certificates, the Supplemental Interest Trust and the Certificate Insurer on such Distribution Date pursuant to clauses (A) through (D) above, and (y) the 1-M3 Principal Distribution Amount for such Distribution Date, until the Class Principal Amount of such Class has been reduced to zero;

(F) to the Class 1-M4 Certificates, an amount equal to the lesser of (x) the excess of (a) the Principal Distribution Amount for Pool 1 for such Distribution Date over (b) the amount distributed to the Group 1 Senior Certificates, the Class 1-M1, Class 1-M2 and Class 1-M3 Certificates, the Supplemental Interest Trust and the Certificate Insurer on such Distribution Date pursuant to clauses (A) through (E) above, and (y) the 1-M4 Principal Distribution Amount for such Distribution Date, until the Class Principal Amount of such Class has been reduced to zero;

(G) to the Class 1-M5 Certificates, an amount equal to the lesser of (x) the excess of (a) the Principal Distribution Amount for Pool 1 for such Distribution Date over (b) the amount distributed to the Group 1 Senior Certificates, the Class 1-M1, Class 1-M2, Class 1-M3 and Class 1-M4 Certificates, the Supplemental Interest Trust and the Certificate Insurer on such Distribution Date pursuant to clauses (A) through (F) above, and (y) the 1-M5 Principal Distribution Amount for such Distribution Date, until the Class Principal Amount of such Class has been reduced to zero;

(H) to the Certificate Insurer, any unreimbursed Insured Amounts plus all amounts due to the Certificate Insurer under the Commitment Letter with regard to the Class 1-A5 Certificates, together with interest thereon at the Default Rate (to the extent not distributed on such Distribution Date from the Interest Remittance Amount for Pool 1 in accordance with subsection (b) above or from the Supplemental Interest Trust in accordance with subsection (h) below; and

(I) for application as part of Pool 1 Monthly Excess Cashflow for such Distribution Date, as provided in subsection (f) of this Section, any Principal Distribution Amount remaining after application pursuant to subclauses (A) through (H) above.

(e) On each Distribution Date on or prior to a Section 7.01(d) Purchase Event related to the Pooling REMIC 2 Regular Interests, the Trustee shall distribute the Principal Distribution Amount for Pool 2 for such date, as follows:

(i) On each Distribution Date (a) prior to the Pool 2 Stepdown Date or (b) on or after the Pool 2 Stepdown Date and with respect to which a Pool 2 Trigger Event is in effect, until the aggregate Certificate Principal Amount of the Group 2 Certificates equals the Pool 2 Target Amount for such Distribution Date, the Trustee shall distribute the Principal Distribution Amount for Pool 2 in the following order of priority:

(A) to the Group 2 Senior Certificates, in the following order of priority:

(i) to the Class 2-A5A and Class 2-A5B Certificates, on a *pro rata* basis, the Class 2-A5 Priority Amount, until the Class Principal Amount of each such Class has been reduced to zero;

(ii) *pro rata*, to (x) the Class 2-A1 and Class 2-A2 Certificates, (y) the Class 2-A3A Certificates and (z) the Class 2-A3B Certificates as follows:

(a) sequentially, to the Class 2-A1 and Class 2-A2 Certificates, in that order, until the Class Principal Amount of each such Class has been reduced to zero;

(b) to the Class 2-A3A Certificates, until the Class Principal Amount of such Class has been reduced to zero; and

(c) to the Class 2-A3B Certificates, until the Class Principal Amount of such Class has been reduced to zero;

(iii) *pro rata*, to the Class 2-A4A and Class 2-A4B Certificates, until the Class Principal Amount of each such class has been reduced to zero; and

(iv) *pro rata*, to the Class 2-A5A and Class 2-A5B Certificates, without regard to the Class 2-A5 Priority Amount, until the Class Principal Amount of each such Class has been reduced to zero;

(B) to the Group 2 Subordinate Certificates, in accordance with the Group 2 Subordinate Priority, until the Class Principal Amount of each such Class has been reduced to zero;

(C) for application as part of Pool 2 Monthly Excess Cashflow for such Distribution Date, as provided in subsection (g) of this Section, any such Principal Distribution Amount remaining after application pursuant to clauses (A) through (B) above.

(ii) On each Distribution Date (a) on or after the Pool 2 Stepdown Date and (b) with respect to which a Pool 2 Trigger Event is not in effect, the Trustee shall distribute the Principal Distribution Amount for Pool 2 for such date, in the following order of priority:

(A) so long as any Class of Group 2 Subordinate Certificates are outstanding, to the Group 2 Senior Certificates in accordance with the Group 2 Senior Priority in an amount equal to the lesser of (x) the Principal Distribution Amount of Pool 2 for such Distribution Date and (y) the Pool 2 Senior Principal Distribution Amount for such Distribution Date until the Class Principal Amount of each such Class has been reduced to zero; *provided, however*, that if none of the Group 2 Subordinate Certificates are outstanding, the Trustee shall distribute the entire Principal Distribution Amount for Pool 2 in accordance with the Group 2 Senior Priority until the Class Principal Amount of each such Class has been reduced to zero;

(B) to the Class 2-M1 Certificates, an amount equal to the lesser of (x) the excess of (a) the Principal Distribution Amount for Pool 2 for such Distribution Date over (b) the amount distributed to the Group 2 Senior Certificates and the Certificate Insurer on such Distribution Date pursuant to clause (A) above, and (y) the 2-M1 Principal Distribution Amount for such Distribution Date, until the Class Principal Amount of such Class has been reduced to zero;

(C) to the Class 2-M2 Certificates, an amount equal to the lesser of (x) the excess of (a) the Principal Distribution Amount for Pool 2 for such Distribution Date over (b) the amount distributed to the Group 2 Senior Certificates, the Class 2-M1 Certificates and the Certificate Insurer on such Distribution Date pursuant to clauses (A) through (B) above, and (y) the 2-M2 Principal Distribution Amount for such Distribution Date, until the Class Principal Amount of such Class has been reduced to zero;

(D) to the Class 2-M3 Certificates, an amount equal to the lesser of (x) the excess of (a) the Principal Distribution Amount for Pool 2 for such Distribution Date over (b) the amount distributed to the Group 2 Senior Certificates, the Class 2-M1 and Class 2-M2 Certificates and the Certificate Insurer on such Distribution Date pursuant to clauses (A) through (C) above, and (y) the 2-M3 Principal Distribution Amount for such Distribution Date, until the Class Principal Amount of such Class has been reduced to zero;

(E) to the Class 2-M4 Certificates, an amount equal to the lesser of (x) the excess of (a) the Principal Distribution Amount for Pool 2 for such Distribution Date over (b) the amount distributed to the Group 2 Senior Certificates, the Class 2-M1, Class 2-M2 and Class 2-M3 Certificates and the Certificate Insurer on such Distribution Date pursuant to clauses (A) through (D) above, and (y) the 2-M4 Principal Distribution Amount for such Distribution Date, until the Class Principal Amount of such Class has been reduced to zero;

(F) to the Class 2-M5 Certificates, an amount equal to the lesser of (x) the excess of (a) the Principal Distribution Amount for Pool 2 for such Distribution Date over (b) the amount distributed to the Group 2 Senior Certificates, the Class 2-M1, Class 2-M2, Class 2-M3 and Class 2-M4 Certificates and the Certificate Insurer on such Distribution Date pursuant to clauses (A) through (E) above, and (y) the 2-M5 Principal Distribution Amount for such Distribution Date, until the Class Principal Amount of such Class has been reduced to zero;

(G) for application as part of Pool 2 Monthly Excess Cashflow for such Distribution Date, as provided in subsection (g) of this Section, any Principal Distribution Amount remaining after application pursuant to subclauses (A) through (F) above.

(f) On each Distribution Date on or prior to a Section 7.01(d) Purchase Event related to the Pooling REMIC 1 Regular Interests, the Trustee shall distribute any Pool 1 Monthly Excess Cashflow for such date, together with any payments received under the Class 1-A1 Cap Agreement in the case of distributions made pursuant to subclause (iii) below, in the following order of priority:

(i) for each Distribution Date occurring (a) before the Pool 1 Stepdown Date or (b) on or after the Pool 1 Stepdown Date but for which a Pool 1 Trigger Event is in effect, then until the aggregate Certificate Principal Amount of the Group 1 Certificates equals the Pool 1 Target Amount, in reduction of the Class Principal Amounts of the Group 1 Certificates in the following order of priority:

(A) to each Class of Group 1 Senior Certificates, in accordance with the Group 1 Senior Priority, in reduction of their respective Class Principal Amounts, until the Class Principal Amount of each such Class has been reduced to zero; and

(B) to the Certificate Insurer, any unreimbursed Insured Amounts allocable to Pool 1 plus all amounts due to the Certificate Insurer under the Certificate Insurance Policy with regard to the Class 1-A5 Certificates, together with interest thereon at the rate specified in the Commitment Letter; and

(C) to the Group 1 Subordinate Certificates, in accordance with the Group 1 Subordinate Priority, in reduction of their Class Principal Amounts, until the Class Principal Amount of each such Class has been reduced to zero;

(ii) for each Distribution Date occurring on or after the Pool 1 Stepdown Date and for which a Pool 1 Trigger Event is not in effect, in the following order of priority:

(A) to each Class of Group 1 Senior Certificates in accordance with the Group 1 Senior Priority, in reduction of their respective Class Principal Amounts, until the aggregate Class Principal Amount of the Group 1 Senior Certificates, after giving effect to distributions on such Distribution Date, equals the Pool 1 Senior Target Amount;

(B) to the Certificate Insurer, any unreimbursed Insured Amounts allocable to Pool 1 plus all amounts due to the Certificate Insurer under the Certificate Insurance Policy with regard to the Class 1-A5 Certificates, together with interest thereon at the rate specified in the Commitment Letter;

(C) to the Class 1-M1 Certificates, in reduction of their Class Principal Amount, until the aggregate Class Principal Amount of the Group 1 Senior Certificates and the Class 1-M1 Certificates, after giving effect to distributions on such Distribution Date, equals the 1-M1 Target Amount;

(D) to the Class 1-M2 Certificates, in reduction of their Class Principal Amount, until the aggregate Class Principal Amount of the Group 1 Senior Certificates and the Class 1-M1 and Class 1-M2 Certificates, after giving effect to distributions on such Distribution Date, equals the 1-M2 Target Amount;

(E) to the Class 1-M3 Certificates, in reduction of their Class Principal Amount, until the aggregate Class Principal Amount of the Group 1 Senior Certificates and the Class 1-M1, Class 1-M2 and Class 1-M3 Certificates, after giving effect to distributions on such Distribution Date, equals the 1-M3 Target Amount;

(F) to the Class 1-M4 Certificates, in reduction of their Class Principal Amount, until the aggregate Class Principal Amount of the Group 1 Senior Certificates and the Class 1-M1, Class 1-M2, Class 1-M3 and Class 1-M4 Certificates, after giving effect to distributions on such Distribution Date, equals the 1-M4 Target Amount;

(G) to the Class 1-M5 Certificates, in reduction of their Class Principal Amount, until the aggregate Class Principal Amount of the Group 1 Senior Certificates and the Class 1-M1, Class 1-M2, Class 1-M3, Class 1-M4 and Class 1-M5 Certificates, after giving effect to distributions on such Distribution Date, equals the 1-M5 Target Amount;

(iii) to the Pool 1 Basis Risk Reserve Fund, an amount equal to the Pool 1 Basis Risk Payment with respect to the Group 1 Certificates and any payment received in respect of the Class 1-A1 Cap Agreement, and then from the Pool 1 Basis Risk Reserve Fund, in the following order of priority:

(A) *pro rata*, to the Group 1 Senior Certificates, the amount of any Basis Risk Shortfalls and Unpaid Basis Risk Shortfalls for each such Class and such Distribution Date (to be paid *first*, in the case of payments to the Class 1-A1 Certificates, from any payments under the Class 1-A1 Cap Agreement (provided that any payments received from the Class 1-A1 Cap Agreement which are in excess of those required to pay Basis Risk Shortfalls or Unpaid Basis Risk Shortfalls to the Class 1-A1 Certificates shall be distributed pursuant to clause (vi) below); and *second*, from amounts on deposit in the Pool 1 Basis Risk Reserve Fund, in proportion to the amount of such shortfalls);

(B) to the Group 1 Subordinate Certificates, in accordance with the Group 1 Subordinate Priority, any applicable Basis Risk Shortfall and Unpaid Basis Risk Shortfall for each such Class and such Distribution Date;

(C) to the Supplemental Interest Trust Account, for application pursuant to Section 5.02(h)(viii), any amounts remaining in the Pool 1 Basis Risk Reserve Fund, after taking into account distributions pursuant to clauses (A) and (B) above, in excess of the Pool 1 Required Reserve Fund Deposit for such Distribution Date;

(iv) concurrently, in proportion to their respective Deferred Amounts (and any interest accrued on such Deferred Amounts), after giving effect to distributions described above on such Distribution Date, to the Group 1 Senior Certificates, any applicable Deferred Amount and any interest accrued on such Deferred Amount for each such Class and such Distribution Date to the extent not previously distributed pursuant to Section 5.02(b)(iv) above;

(v) to the Group 1 Subordinate Certificates, in accordance with the Group 1 Subordinate Priority, any Deferred Amounts for each such Class and such Distribution Date;

(vi) to the Class 1-X Certificates, the Class 1-X Distributable Amount for such Distribution Date;

(vii) on the earlier of (a) the Distribution Date occurring in January 2009 (or the next occurring Distribution Date on which sufficient funds are available in the Certificate Account) and (b) the final Distribution Date, to the Class 1-P Certificates, \$100 in payment of the Class 1-P Principal Amount;

(viii) to the Supplemental Interest Trust, the Class 1-X Distributable Amount (less any Pool 1 Basis Risk Payment for such Distribution Date) for such Distribution Date, for application pursuant to Section 5.02(h)(xi); and

(ix) to the Class LT-R-1 Certificate, any amount remaining on such date after application pursuant to clauses (i) through (viii) above to the extent attributable to the Pooling REMIC 1, and otherwise to the Class R-1 Certificate;

(g) On each Distribution Date on or prior to a Section 7.01(d) Purchase Event related to the Pooling REMIC 2 Regular Interests, the Trustee shall distribute any Pool 2 Monthly Excess Cashflow for such date, together with any payments received under the Class 2-A1 Cap Agreement in the case of distributions made pursuant to subclause (iii) below, in the following order of priority:

(i) for each Distribution Date occurring (a) before the Pool 2 Stepdown Date or (b) on or after the Pool 2 Stepdown Date but for which a Pool 2 Trigger Event is in effect, then until the aggregate Certificate Principal Amount of the Group 2 Certificates equals the Pool 2 Target Amount, in reduction of the Class Principal Amounts of the Group 2 Certificates in the following order of priority:

(A) to each Class of Group 2 Senior Certificates, in accordance with the Group 2 Senior Priority, in reduction of their respective Class Principal Amounts, until the Class Principal Amount of each such Class has been reduced to zero; and

(B) to the Group 2 Subordinate Certificates, in accordance with the Group 2 Subordinate Priority, in reduction of their Class Principal Amounts, until the Class Principal Amount of each such Class has been reduced to zero;

(ii) for each Distribution Date occurring on or after the Pool 2 Stepdown Date and for which a Pool 2 Trigger Event is not in effect, in the following order of priority:

(A) to each Class of Group 2 Senior Certificates in accordance with the Group 2 Senior Priority, in reduction of their respective Class Principal Amounts, until the aggregate Class Principal Amount of the Group 2 Senior Certificates, after giving effect to distributions on such Distribution Date, equals the Pool 2 Senior Target Amount;

(B) to the Class 2-M1 Certificates, in reduction of their Class Principal Amount, until the aggregate Class Principal Amount of the Group 2 Senior Certificates and the Class 2-M1 Certificates, after giving effect to distributions on such Distribution Date, equals the 2-M1 Target Amount;

(C) to the Class 2-M2 Certificates, in reduction of their Class Principal Amount, until the aggregate Class Principal Amount of the Group 2 Senior Certificates and the Class 2-M1 and Class 2-M2 Certificates, after giving effect to distributions on such Distribution Date, equals the 2-M2 Target Amount; and

(D) to the Class 2-M3 Certificates, in reduction of their Class Principal Amount, until the aggregate Class Principal Amount of the Group 2 Senior Certificates and the Class 2-M1, Class 2-M2 and Class 2-M3 Certificates, after giving effect to distributions on such Distribution Date, equals the 2-M3 Target Amount;

(E) to the Class 2-M4 Certificates, in reduction of their Class Principal Amount, until the aggregate Class Principal Amount of the Group 2 Senior Certificates and the Class 2-M1, Class 2-M2, Class 2-M3, and Class 2-M4 Certificates, after giving effect to distributions on such Distribution Date, equals the 2-M4 Target Amount; and

(F) to the Class 2-M5 Certificates, in reduction of their Class Principal Amount, until the aggregate Class Principal Amount of the Group 2 Senior Certificates and the Class 2-M1, Class 2-M2, Class 2-M3, Class 2-M4 and Class 2-M5 Certificates, after giving effect to distributions on such Distribution Date, equals the 2-M5 Target Amount;

(iii) to the Pool 2 Basis Risk Reserve Fund, an amount equal to the Pool 2 Basis Risk Payment with respect to the Group 2 Certificates and any payments received under the Class 2-A1 Cap Agreement, and then from the Pool 2 Basis Risk Reserve Fund, in the following order of priority:

(A) *pro rata*, to the Group 2 Senior Certificates, the amount of any Basis Risk Shortfalls and Unpaid Basis Risk Shortfalls for each such Class and such Distribution Date (to be paid *first*, in the case of payments to the Class 2-A1 Certificates, from any payments under the Class 2-A1 Cap Agreement (provided that any payments received from the Class 2-A1 Cap Agreement which are in excess of those required to pay Basis Risk Shortfalls or Unpaid Basis Risk Shortfalls to the Class 2-A1 Certificates shall be distributed pursuant to clause (vi) below); and *second*, from amounts on deposit in the Pool 2 Basis Risk Reserve Fund, in proportion to the amount of such shortfalls);

(B) to the Group 2 Subordinate Certificates, in accordance with the Group 2 Subordinate Priority, any applicable Basis Risk Shortfall and Unpaid Basis Risk Shortfall for each such Class and such Distribution Date to the extent remaining after such amounts are applied in subclause (iii)(A) above;

(C) for addition to the amounts distributable pursuant to subclause (vi) below, to the Class 2-X Certificates, any amounts remaining in the Pool 2 Basis Risk Reserve Fund in excess of amounts required to be on deposit therein pursuant to Section 5.06 after application pursuant to subclauses (iii)(A) and (B) above for such Distribution Date;

(iv) concurrently, in proportion to their respective Deferred Amounts (and any interest accrued on such Deferred Amounts), after giving effect to distributions described above on such Distribution Date, to the Group 2 Senior Certificates, any applicable Deferred Amount and any interest accrued on such

Deferred Amount for each such Class and such Distribution Date;

(v) to the Group 2 Subordinate Certificates, in accordance with the Group 2 Subordinate Priority, any Deferred Amounts for each such Class and such Distribution Date;

(vi) to the Class 2-X Certificates, the Class 2-X Distributable Amount for such Distribution Date;

(vii) on the earlier of (a) the Distribution Date occurring in January 2009 (or the next occurring Distribution Date on which sufficient funds are available in the Certificate Account) and (b) the final Distribution Date, to the Class 2-P Certificates, \$100 in payment of the Class 2-P Principal Amount; and

(viii) to the Class LT-R-2 Certificate, any amount remaining on such date after application pursuant to clauses (i) through (vii) above to the extent attributable to Lower-Tier REMIC 2, and otherwise to the Class R-2 Certificate;

(h) On each Distribution Date (or, with respect to clauses (i), (ii), (ix) and (x) below, on the related Swap Payment Date), the Trustee shall distribute the Supplemental Interest Trust Amount from the Supplemental Interest Trust Account for such date as follows:

(i) to the Swap Counterparty, any Net Swap Payment owed to the Swap Counterparty pursuant to the Swap Agreement for such Distribution Date;

(ii) to the Swap Counterparty, any Swap Termination Payment not due to a Swap Counterparty Trigger Event owed to the Swap Counterparty pursuant to the Swap Agreement;

(iii) to the Group 1 Senior Certificates, Current Interest and any Carryforward Interest for each such Class and such Distribution Date, and to the Certificate Insurer, any Class 1-A5 Insurance Premium payable to the Certificate Insurer, in each case to the extent unpaid and in the priorities set forth in Sections 5.02(b)(ii), (iii) and (v) (as applicable);

(iv) to the Certificate Insurer, any unreimbursed Insured Amounts allocable to Pool 1 plus all amounts due to the Certificate Insurer under the Certificate Insurance Policy for the Class 1-A5 Certificates for such Distribution Date, together with interest thereon at the Default Rate;

(v) to the Group 1 Subordinate Certificates, in accordance with the Group 1 Subordinate Priority, Current Interest and any Carryforward Interest for such class for such Distribution Date;

(vi) to the Group 1 Certificates, any amount necessary to create and maintain the Targeted Overcollateralization Amount specified in Sections 5.02(f)(i) and (ii) for such Distribution Date, for application pursuant to the priorities set forth in such Sections, after giving effect to distributions pursuant to such Sections; *provided, however*, that the sum of all such amounts distributed pursuant to this Section 5.02(h)(vi) and all amounts distributed pursuant to Section 5.02(h)(viii) shall not exceed the aggregate amount of cumulative Realized Losses incurred from the Cut-off Date through the last day of the related Collection Period;

(vii) to the Group 1 Certificates, any Basis Risk Shortfalls and Unpaid Basis Risk Shortfalls for each such Class for such Distribution Date, for application pursuant to the priorities set forth in Sections 5.02(f)(iii)(A) through (C), to the extent unpaid pursuant to such clauses;

(viii) first, to the Group 1 Senior Certificates, in accordance with the Group 1 Senior Priority, and second, to the Group 1 Subordinate Certificates, in accordance with the Group 1 Subordinate Priority, any Deferred Amount for each such Class and such Distribution Date for application pursuant to the priority set forth in Sections 5.02(f)(iv) and (v), respectively, to the extent unpaid pursuant to such Sections; *provided, however*, that the sum of all such amounts distributed pursuant to this Section 5.02(h)(viii) and all amounts distributed pursuant to Section 5.02(h)(vi) shall not exceed the aggregate amount of cumulative Realized Losses incurred from the Cut-off Date through the last day of the related Collection Period;

(ix) if applicable, to the Termination Receipts Account for application to the purchase of a replacement swap agreement pursuant to Section 5.10;

(x) to the Swap Counterparty, any Swap Termination Payment due to a Swap Counterparty Trigger Event owed to the Swap Counterparty pursuant to the Swap Agreement;

(xi) to the Class 1-X Certificates, any amount deposited into the Supplemental Interest Trust pursuant to Section 5.02(f)(iii)(C) or Section 5.02(f)(viii) and any remaining Supplemental Interest Trust Amount; and

(xii) on the first Distribution Date on which the Class Principal Amount of each Class of Certificates has been reduced to zero, to the Class 1-X Certificates, all amounts remaining in the Supplemental Interest Trust Account.

(i) On each Distribution Date on or prior to a Section 7.01(d) Purchase Event relating to the Pooling REMIC 1 Regular Interests or Pooling REMIC 2 Regular Interests, an amount equal to the aggregate of all Prepayment Premiums collected with respect to Pool 1 during the preceding Prepayment Period shall be distributed to the Holders of the Class 1-P Certificates and the aggregate of all Prepayment Premiums collected with respect to Pool 2 during the preceding Prepayment Period shall be distributed to the Holders of the Class 2-P Certificates.

(j) On each Distribution Date occurring after a Section 7.01(d) Purchase Event but on or prior to a Trust Fund Termination Event, the Trustee (or the Paying Agent on behalf of the Trustee), shall withdraw from the Certificate Account the related Total Distribution Amount (to the extent such amount is on deposit in the Certificate Account) and shall allocate such amount to the interests issued in respect of the Pooling REMIC 1 Regular Interests or the Pooling REMIC 2 Regular Interests, as applicable, created pursuant to this Agreement and shall distribute such Total Distribution Amount *first*, to the Trustee, any amounts reimbursable pursuant to Section 4.04(b)(i) and not previously reimbursed to the Trustee, *second*, to the LTURI-holder, any remaining related Total Distribution Amount to the extent payable on the Pooling REMIC 1 Regular Interests or the Pooling REMIC 2 Regular Interests as provided in the Preliminary Statement, and *third*, to the Class LT-R-1 and Class LT-R-2 Certificates any remaining amounts.

Section 5.03. Allocation of Losses.

(a) On each Distribution Date on or prior to a Section 7.01(d) Purchase Event relating to the Pooling REMIC 1 Regular Interests, the aggregate, the Class Principal Amounts of the Group 1 Certificates shall be reduced by the amount of any Pool 1 Applied Loss Amount for such date, in the following order of priority:

(i) to the Class 1-M5 Certificates, until the Class Principal Amount of such Class has been reduced to zero;

(ii) to the Class 1-M4 Certificates, until the Class Principal Amount of such Class has been reduced to zero;

(iii) to the Class 1-M3 Certificates, until the Class Principal Amount of such Class has been reduced to zero;

(iv) to the Class 1-M2 Certificates, until the Class Principal Amount of such Class has been reduced to zero;

(v) to the Class 1-M1 Certificates, until the Class Principal Amount of such Class has been reduced to zero;

(vi)