

Exhibit 1

ESCROW AGREEMENT

between

CITIBANK, N.A., in its capacity as paying agent of the 35 residential mortgage-backed securitization trusts listed in Schedule I hereto

and

CITIBANK, N.A., as Escrow Agent

dated as of April 5, 2018

ESCROW ACCOUNT NUMBER 120088

TITLE OF ACCOUNT

Citibank, N.A. as Escrow Agent on behalf of the Paying Agent for the Covered Trusts

ESCROW AGREEMENT dated as of April 5, 2018 (the "Escrow Agreement"), by and among CITIBANK, N.A., as escrow agent (the "Escrow Agent"), and, CITIBANK, N.A., in its capacity as Paying Agent ("Paying Agent") of the 35 residential mortgage-backed securitization trusts listed in Schedule I hereto (the "Depositor").

PRELIMINARY STATEMENTS:

WHEREAS, the Depositor, in its capacity as Paying Agent of the 35 residential mortgage-backed securitization trusts listed in Schedule I hereto (the "Covered Trusts") will implement the payment terms of that certain settlement agreement, dated November 30, 2016, and modified as of March 17, 2017 (the "Covered Loan Settlement Agreement") by and among Lehman Brothers Holding Inc. (the "Plan Administrator") and the other debtors in the bankruptcy proceeding (collectively, the "LBHI Debtors"), the authorized investment advisors and investors indentified therein (collectively, the "Institutional Investors") and the trustees and indenture trustees identified therein (the "Accepting Trustees"), on behalf of certain RMBS trusts (the "Settlement Trusts") and that certain settlement agreement September 5, 2017 (the "Transferor Loan Settlement Agreement") and together with the Covered Loan Settlement Agreement, the "Settlement Agreements"), by and among the LBHI Debtors and the Accepting Trustees.

WHEREAS, pursuant to the Covered Loan Settlement Agreement, the LBHI Debtors are required to pay or cause to be paid an aggregate settlement payment of two billion four hundred and sixteen million dollars (\$2,416,000,000) (the "Covered Loan Settlement Payment") to the Settlement Trusts in exchange for releases of certain trust claims;

WHEREAS, pursuant to the Transferor Loan Settlement Agreement, the LBHI Debtors are required to pay or cause to be paid an aggregate settlement payment of thirteen million dollars (\$13,000,000) (the "Transferor Loan Settlement Payment") and the together with the Covered Loan Settlement Payment, the "Settlement Payments") to the Settlement Trusts in exchange for releases of certain trust claims;

WHEREAS, the portion of the Settlement Payments allocable to each Covered Trust (the "Allocable Share") of such Covered Trust, as defined in each of the Settlement Agreements) has been calculated by an allocation expert pursuant to the applicable Settlement Agreement;

WHEREAS, an initial payment of approximately forty-two percent (42%) of the Allocable Shares of the Covered Trusts is expected to be received from the LBHI Debtors on or about April 5, 2018 and additional payments of the remaining amounts of the Allocable Shares of the Covered Trusts are expected to be received on future dates;

WHEREAS, each Settlement Agreement requires the Paying Agent to distribute the Allocable Share of each Covered Trust to the certificateholders or noteholders in such Covered Trust in accordance with the provisions of the pooling and servicing agreement or indenture and accompanying sale and servicing agreement (such agreements, the "Governing Agreements") that govern such Covered Trust;

WHEREAS, on April 4, 2018, the Accepting Trustees and the Paying Agent filed a verified petition and commenced a special proceeding pursuant to CPLR § 7701 (the "A77 Proceeding") in the Supreme Court of the State of New York, County of New York (the "A77 Court") in which the Accepting Trustees and the Paying Agent are seeking judicial instructions from the A77 Court concerning contractual questions that bear directly upon the proper distribution of the Allocable Shares of the Covered Trusts to certificateholders or noteholders in the Covered Trusts;

WHEREAS, the Accepting Trustees and the Paying Agent requested the entry by the A77 Court of a proposed Order to Show Cause in the A77 Proceeding substantially in the form attached as Exhibit A hereto (as the A77 Court may further order, the "Order to Show Cause");

WHEREAS, the Escrow Agent is willing to accept the appointment by the A77 Court and, to that end, to act as the Escrow Agent hereunder and hold the Escrow Amount in escrow account no. 120088, titled: Citibank, N.A. as Escrow Agent on behalf of the Paying Agent for the Covered Trusts (the "Escrow Account") until the

Escrow End Date, in each case, subject to and in accordance with the Order to Show Cause and all other orders concerning this Escrow Agreement that the A77 Court may enter from time to time;

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements contained herein, and intending to be legally bound hereby, the Depositor, acting pursuant to the direction and authorization of the A77 Court in the Order to Show Cause, and the Escrow Agent, acting pursuant to its appointment by the A77 Court in the Order to Show Cause, hereby agree as follows:

I. INSTRUCTIONS:

1. Escrow Property. The Depositor shall deliver the Escrow Amount to the Escrow Agent by internal transfer to the Escrow Account no later than one (1) Business Day (as defined below) following the later of the date hereof and the date on which the Depositor receives the Allocable Shares of the Covered Trusts from the LBHI Debtors. The Escrow Amount, plus all interest, dividends and other payments and earnings thereon and proceeds thereof (collectively the "Escrow Earnings") received by the Escrow Agent, less any property and/or funds distributed or paid in accordance with this Escrow Agreement, are collectively referred to herein as "Escrow Property," and shall be held by the Escrow Agent in escrow and disbursed in accordance with the terms and provisions of this Escrow Agreement, the Order to Show Cause and all other orders concerning this Escrow Agreement that the A77 Court may enter from time to time.

2. Investment and Reinvestment of Escrow Property. During the term of this Escrow Agreement, the Escrow Property shall be invested and reinvested by the Escrow Agent (i) pursuant to the investment and reinvestment instructions set out in the Order to Show Cause and (ii) as otherwise directed by the A77 Court from time to time; provided, however, that, in either case, the investments directed by the A77 Court are investments that the Escrow Agent is able to hold. The Escrow Agent shall have no liability for any loss sustained as a result of (x) any investment selected as indicated in the previous sentence, (y) the liquidation of any investment prior to its maturity or (z) the happenstance that the investments directed by the A77 Court are unavailable in sufficient quantities (or at all) or are investments the Escrow Agent is unable to hold. Any part of the Escrow Property that cannot be invested as directed by the A77 Court shall be held uninvested until otherwise instructed by the A77 Court. Unless the A77 Court orders otherwise, the Escrow Agent shall invest the Escrow Property in Goldman Sachs FS Treasury Obligations Fund Institutional Class (468) (CUSIP: 38141W323).

3. Distribution of Escrow Property. Unless at any time during the pendency of the A77 Proceeding the A77 Court directs the Escrow Agent otherwise, the Escrow Agent shall hold and distribute the Escrow Property in the following manner:

(a) The Escrow Agent will hold the Escrow Property in the Escrow Account until five (5) Business Days following the date of an unstayed order in the A77 Proceeding that requires that the Escrow Property be released (the "Escrow End Date").

(b) Unless an order in the A77 Proceeding provides otherwise, no later than one (1) Business Day following the Escrow End Date, the Escrow Agent will transfer the Escrow Property to the Depositor by an internal transfer of the entire Escrow Property to Internal Operating Account – 36888099, and the Depositor will cause the Escrow Property from the Internal Operating Account to the Covered Trusts by internal transfers, as follows:

(i) to the Distribution Account or Payment Account of each Covered Trust, as applicable under each Covered Trusts' governing agreements, an amount equal to the Allocable Share of such Covered Trust; and

(ii) to the Distribution Account or Payment Account of each Covered Trust under each Covered Trusts' governing agreements, an amount equal to (x) the Trust Allocated Settlement Percentage of such Covered Trust (as set out in Exhibit B hereto) *multiplied* by (y) the aggregate amount of Escrow Earnings in the Escrow Account.

4. Authorized Persons. The Depositor shall, on the date of this Escrow Agreement, deliver to the Escrow Agent a certificate in the form of Schedule II hereto as to the incumbency and specimen signature of at least two (2) officers or other representatives of the Depositor authorized to act for and give and receive notices, requests and instructions on behalf of the Depositor in connection with this Escrow Agreement (each such officer or other representative, an "Authorized Person"). From time to time, the Depositor may, by delivering to the Escrow Agent a revised certificate in the form of Schedule II, change the information previously given, but the Escrow Agent shall be entitled to rely conclusively on the then-current schedule until receipt of a superseding schedule.

5. Facsimile/Email Instructions. The Depositor hereby provides to the Escrow Agent and agrees with and accepts the authorizations, limitations of liability, indemnities, security procedure and other provisions set forth on Schedule III hereto in connection with the Escrow Agent's reliance upon and compliance with instructions and directions sent by the Depositor via email, and other similar unsecured electronic methods.

6. Addresses. Notices, instructions and other communications shall be sent to (a) the Escrow Agent at Citibank, N.A., 388 Greenwich Street, New York, New York 10013, Attn.: Agency & Trust - Lehman Settlement Escrow, email:sonam.shah@citi.com; and (b) the Depositor at Citibank, N.A., 388 Greenwich Street, New York, New York 10013, Attn.: Agency & Trust - Lehman Settlement Escrow, email: Anthony.Bausa@citi.com.

7. Termination. This Escrow Agreement shall terminate upon the distribution or disbursement by the Escrow Agent of all Escrow Property in accordance with the terms hereof.

8. Compensation. The Escrow Agent shall not be entitled to any fees or other compensation for the Escrow Agent's services hereunder; provided, however, that the Escrow Agent shall be entitled to reimburse itself out of Escrow Earnings in the Escrow Account for such reasonable out-of-pocket expenses, disbursements, charges, advances and other amounts incurred by it in connection with its services hereunder, if any, that the A77 Court may approve from time to time.

II. TERMS AND CONDITIONS:

1. Escrow Agent's Duties. The duties, responsibilities and obligations of the Escrow Agent shall be limited to those expressly set forth herein, and no duties, responsibilities or obligations shall be inferred or implied. The Escrow Agent shall not be subject to, nor required to comply with, nor required to inquire as to the performance by the Depositor of any obligation under, the Governing Agreements, the Settlement Agreement or any other agreement to which the Depositor is a party, even though reference thereto may be made herein, or to comply with any direction or instruction (other than those contained herein or delivered in accordance with this Escrow Agreement) from the Depositor. The Escrow Agent shall not be required to, and shall not, expend or risk any of its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

2. Agreement for Benefit of Parties. This Agreement is for the exclusive benefit of the parties hereto and their respective successors hereunder, and shall not be deemed to give, either express or implied, any legal or equitable right, remedy or claim to any other entity or person whatsoever.

3. Escrow Agent's Reliance on Orders, Etc. If at any time the Escrow Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects Escrow Property (including, but not limited to, orders of attachment or garnishment or other forms of levies or injunctions or stays relating to the transfer of Escrow Property), the Escrow Agent is authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate; and if the Escrow Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, the Escrow Agent shall not be liable to the Depositor, any of the Covered Trusts, any certificateholder or noteholder in the Covered Trusts or any other person or entity even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

4. The Escrow Agent.

(a) The Escrow Agent shall not be liable for any action taken or omitted or for any loss or

injury resulting from its actions or its performance or lack of performance of its duties hereunder in the absence of gross negligence or willful misconduct on its part. In no event shall the Escrow Agent be liable (i) for acting in accordance with or relying upon (and shall be fully protected in relying upon) any instruction, notice, demand, certificate or document from the Depositor, any entity acting on behalf of the Depositor or any other person or entity that it reasonably believes to be genuine, (ii) for any indirect, consequential, punitive or special damages, even if advised of the possibility thereof, (iii) for the acts or omissions of its nominees, correspondents, designees, subagents or subcustodians selected by it in good faith, or (iv) for an amount in excess of the value of the Escrow Property.

(b) The Escrow Agent may consult with legal counsel as to any matter relating to this Escrow Agreement, and the Escrow Agent shall not incur any liability in acting in good faith in accordance with any advice from such counsel.

(c) The Escrow Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Escrow Agent (including, but not limited to, any act or provision of any present or future law or regulation or governmental authority, any act of God or war or terrorism, or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility).

5. Collections. Unless otherwise specifically set forth herein, the Escrow Agent shall proceed as soon as practicable to collect any checks or other collection items at any time deposited hereunder. All such collections shall be subject to the Escrow Agent's usual collection practices or terms regarding items received by the Escrow Agent for deposit or collection. The Escrow Agent shall not be required, or have any duty, to notify anyone of any payment or maturity under the terms of any instrument deposited hereunder, nor to take any legal action to enforce payment of any check, note or security deposited hereunder or to exercise any right or privilege that may be afforded to the holder of any such security.

6. Statements. Upon request of the Depositor, the Escrow Agent shall provide to the Depositor statements reflecting activity in the Escrow Account. Each such statement shall be deemed to be correct and final upon receipt thereof by the Depositor unless the Escrow Agent is notified in writing to the contrary within thirty (30) Business Days of the date of such statement. A "Business Day" shall mean any day on which the Escrow Agent is open for business.

7. Limitation of Escrow Agent's Responsibility. The Escrow Agent shall not be responsible in any respect for the form, execution, validity, value or genuineness of documents or securities deposited hereunder, or for any description therein, or for the identity, authority or rights of persons executing or delivering or purporting to execute or deliver any such document, security or endorsement.

8. Notices. Notices, instructions or other communications shall be in writing and shall be given to the address set forth in the "Addresses" provision herein (or to such other address as may be substituted therefor by written notification to the other party). Notices to the Escrow Agent shall be deemed to be given when actually received by the Escrow Agent's escrow unit. The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the Depositor or by a person or persons authorized by the Depositor, including persons identified on Authorized Persons schedules delivered pursuant to Section 4 of the Instructions. Whenever under the terms hereof the time for giving a notice or performing an act falls on a Saturday, Sunday or banking holiday, such time shall be extended to the next day on which the Escrow Agent is open for business.

9. Indemnity. The Escrow Agent shall be entitled to reimburse and indemnify itself out of Escrow Earnings in the Escrow Account and hold itself and its affiliates, and its and such affiliates' respective directors, officers, employees, agents, successors and assigns, harmless out of Escrow Earnings in the Escrow Account from and against any and all claims, losses, liabilities, costs, disbursements, damages or expenses (including reasonable attorneys' fees and expenses and court costs) (collectively, "Losses") arising from or in connection with or related to this Escrow Agreement or being the Escrow Agent hereunder (including but not limited to Losses incurred by the Escrow Agent in connection with its successful defense, in whole or in part, of any claim of gross negligence or willful misconduct on its part) if, and only if, the A77 Court approves such Losses for reimbursement and

indemnification hereunder; provided, however, that nothing contained herein shall entitle the Escrow Agent to be indemnified for Losses caused by its gross negligence or willful misconduct.

10. Removal and Resignation of Escrow Agent; Successor Escrow Agent.

(a) Subject to a prior direction or authorization from the A77 Court, the Depositor may remove the Escrow Agent at any time by giving to the Escrow Agent forty-five (45) calendar days' prior notice in writing signed by the Depositor. The Escrow Agent may resign at any time by giving forty-five (45) calendar days' prior written notice thereof.

(b) Within ten (10) calendar days after giving the foregoing notice of removal to the Escrow Agent or receiving the foregoing notice of resignation from the Escrow Agent, the Depositor shall select a successor Escrow Agent and seek approval thereof from the A77 Court. If the A77 Court does not approve the selected successor Escrow Agent, the Depositor shall select a different successor Escrow Agent and seek approval thereof from the A77 Court. The Depositor shall repeat this process until the A77 Court approves a selected successor Escrow Agent and upon such approval appoint such successor Escrow Agent as successor Escrow Agent hereunder. If a successor Escrow Agent has not been appointed within forty-five (45) days after the removal or resignation of the Escrow Agent, the Escrow Agent may, in its sole discretion, deliver the Escrow Property to the Depositor at the address provided herein or may apply to the A77 Court for the appointment of a successor Escrow Agent or for other appropriate relief, and thereafter be relieved of all further duties and obligations as Escrow Agent hereunder. If the Escrow Agent resigns, then the costs and expenses incurred by the Escrow Agent in connection with such proceeding shall be borne by the Escrow Agent unless the A77 Court approves payment of some or all of such costs and expenses (including reasonable attorneys' fees and expenses) from Escrow Earnings in the Escrow Account (the "Approved Costs and Expenses"), in which case the Escrow Agent shall pay itself the Approved Costs and Expenses from Escrow Earnings in the Escrow Account.

(c) Upon receipt of the identity of the successor Escrow Agent, the Escrow Agent shall deliver the Escrow Property then held hereunder to the successor Escrow Agent, less the amount of Approved Costs and Expenses, if any, owed to the Escrow Agent.

(d) Upon delivery of the Escrow Property to the Depositor or, in accordance with the instructions of the A77 Court pursuant to subclause (c) above, to a successor Escrow Agent, the Escrow Agent shall have no further duties, responsibilities or obligations hereunder.

11. Escrow Agent's Obligations in the Event of Ambiguities, Conflicting Claims, Etc.

(a) In the event of any ambiguity or uncertainty hereunder or in any notice, instruction or other communication received by the Escrow Agent hereunder, the Escrow Agent may, in its sole discretion, refrain from taking any action other than to retain possession of the Escrow Property, unless and until the Escrow Agent receives written instructions, signed by the Depositor, which eliminates such ambiguity or uncertainty.

(b) In the event of any dispute between or conflicting claims by or among any person or entity with respect to any Escrow Property, the Escrow Agent shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions with respect to such Escrow Property so long as such dispute or conflict shall continue, and the Escrow Agent shall not be or become liable in any way to the Depositor for failure or refusal to comply with such conflicting claims, demands or instructions. The Escrow Agent shall be entitled to refuse to act until, in its sole discretion, either (i) such conflicting or adverse claims or demands shall have been determined by a final order, judgment or decree of a court of competent jurisdiction, which order, judgment or decree is not subject to appeal, or settled by agreement between the conflicting parties as evidenced in a writing satisfactory to the Escrow Agent, or (ii) the Escrow Agent shall have received security or an indemnity satisfactory to it sufficient to hold it harmless from and against any and all Losses which it may incur by reason of so acting. The Escrow Agent may, in addition, elect, in its sole discretion, to commence an interpleader action or seek other judicial relief or orders as it may deem, in its sole discretion, necessary. The costs and expenses incurred by the Escrow

Agent in connection with such proceeding shall be borne by the Escrow Agent unless the A77 Court approves payment of some or all of such costs and expenses (including reasonable attorneys' fees and expenses) from Escrow Earnings in the Escrow Account (the "Approved Costs and Expenses") in which case the Escrow Agent shall pay itself the Approved Costs and Expenses from Escrow Earnings in the Escrow Account.

12. Governing Law; Jurisdiction; Waiver of Right to Trial by Jury. This Escrow Agreement shall be interpreted, construed, enforced and administered in accordance with the internal substantive laws (and not the choice of law rules) of the State of New York. The Depositor hereby submits to the personal jurisdiction of and agrees that all proceedings relating hereto shall be brought in courts located within the City and State of New York or elsewhere as the Escrow Agent may select. The Depositor hereby waives the right to trial by jury and to assert counterclaims in any such proceedings. To the extent that in any jurisdiction the Depositor may be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (whether before or after judgment) or other legal process, the Depositor hereby irrevocably agrees not to claim, and hereby waives, such immunity. The Depositor waives personal service of process and consents to service of process by certified or registered mail, return receipt requested, directed to it at the address last specified for notices hereunder, and such service shall be deemed completed ten (10) calendar days after the same is so mailed.

13. Amendments, Etc. Except as otherwise permitted herein, this Escrow Agreement may be modified only by a written amendment signed by all the parties hereto and approved by the A77 Court, and no waiver of any provision hereof shall be effective unless expressed in a writing signed by the party to be charged and approved by the A77 Court.

14. Remedies Cumulative. The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder shall not preclude the subsequent exercise of such right or remedy.

15. Representations and Warranties. The Depositor represents and warrants (a) that this Escrow Agreement has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other debtor relief laws and that certain equitable remedies may not be available regardless of whether enforcement is sought in equity or at law, and (b) that the execution, delivery and performance of this Escrow Agreement by it do not and will not violate any applicable law or regulation.

16. Illegality, Etc. The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be unenforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect.

17. Entire Agreement. This Agreement shall constitute the entire agreement of the parties with respect to the subject matter thereof and supersedes all prior oral or written agreements in regard thereto.

18. Survival of Certain Provisions. Section 8 of the Instructions and Sections 8-9, 12 and 21-22 of the Terms and Conditions of this Escrow Agreement shall survive termination of this Escrow Agreement and/or the resignation or removal of the Escrow Agent.

19. Headings. The headings contained in this Escrow Agreement are for convenience of reference only and shall have no effect on the interpretation or operation hereof.

20. Counterparts. This Escrow Agreement may be executed by each of the parties hereto in any number of counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original, and all such counterparts shall together constitute one and the same agreement.

21. Certain Tax Matters. The Escrow Agent does not have any interest in the Escrow Property but is

serving as escrow holder only, having only possession thereof. The Escrow Agent shall pay from Escrow Earnings in the Escrow Account, or reimburse itself from Escrow Earnings in the Escrow Account for, any transfer taxes or other taxes relating to the Escrowed Property incurred in connection herewith and shall indemnify and hold itself harmless from Escrow Earnings in the Escrow Account for any amounts that it is obligated to pay in the way of such taxes. Any payments of income from this Escrow Account shall be subject to withholding regulations then in force with respect to United States taxes. The parties hereto will provide the Escrow Agent with appropriate W-9 forms for tax I.D., number certifications, or W-8 forms for nonresident alien certifications, and will inform the Escrow Agent as to the proper allocation of income in respect of the Escrow Property for annual and periodic tax and other reporting purposes. It is understood that the Escrow Agent shall be responsible for income reporting only with respect to income earned on investment of funds that are a part of the Escrow Property and is not responsible for any other reporting.

22. Patriot Act Compliance, Etc. In order to comply with laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including those relating to the funding of terrorist activities and money laundering and the Customer Identification Program (“CIP”) requirements under the USA PATRIOT Act and its implementing regulations, pursuant to which the Escrow Agent must obtain, verify and record information that allows the Escrow Agent to identify customers (“Applicable Law”), the Escrow Agent is required to obtain, verify and record certain information relating to individuals and entities that maintain a business relationship with the Escrow Agent. Accordingly, the Depositor agrees to provide to the Escrow Agent upon its request from time to time such identifying information and documentation as may be available for the Depositor in order to enable the Escrow Agent to comply with Applicable Law, including, but not limited to, information as to name, physical address, tax identification number and other information that will help the Escrow Agent to identify and verify the Depositor, such as organizational documents, certificates of good standing, licenses to do business or other pertinent identifying information. The Depositor understands and agrees that the Escrow Agent cannot open the Escrow Account unless and until the Escrow Agent verifies the identity of the Depositor in accordance with its CIP.

23. Shareholder Communication Act, Etc. With respect to securities issued in the United States, the Shareholders Communications Act of 1985 (the “Act”) requires Escrow Agent to disclose to the issuers, upon their request, the name, address and securities position of its Depositor who is (a) the “beneficial owner” (as defined in the Act) of the issuer’s securities, if the beneficial owner does not object to such disclosure, or (b) acting as a “respondent bank” (as defined in the Act) with respect to the securities. (Under the Act, “respondent banks” do not have the option of objecting to such disclosure upon the issuers’ request.) The Act defines a “beneficial owner” as any person who has, or shares, the power to vote a security (pursuant to an agreement or otherwise), or who directs the voting of a security. The Act defines a “respondent bank” as any bank, association or other entity that exercises fiduciary powers which holds securities on behalf of beneficial owners and deposits such securities for safekeeping with a bank, such as Escrow Agent. Under the Act, Depositor is either the “beneficial owner” or a “respondent bank.”

- Depositor is the “beneficial owner,” as defined in the Act, of the securities to be held by Escrow Agent hereunder.
- Depositor is not the beneficial owner of the securities to be held by Escrow Agent, but is acting as a “respondent bank,” as defined in the Act, with respect to the securities to be held by Escrow Agent hereunder.

IF NO BOX IS CHECKED, ESCROW AGENT SHALL ASSUME THAT DEPOSITOR IS THE BENEFICIAL OWNER OF THE SECURITIES.

For beneficial owners of the securities only:

- Depositor objects / Depositor does not object to the disclosure of its name, address and securities position to any issuer that requests such information pursuant to the Act for the specific purpose of direct communications between such issuer and Depositor.

IF NO BOX IS CHECKED, ESCROW AGENT SHALL RELEASE SUCH INFORMATION UNTIL IT RECEIVES A CONTRARY WRITTEN INSTRUCTION FROM DEPOSITOR.

With respect to securities issued outside of the United States, information shall be released to issuers only if required by law or regulation of the particular country in which the securities are located.

The Depositor agrees to disseminate in a timely manner any proxies or requests for voting instructions, other proxy soliciting material, information statements, and/or annual reports that it receives to any other beneficial owners.

24. Information Sharing. Citibank, N.A. is a global financial organization that provides services to clients through its affiliates and subsidiaries in multiple jurisdictions (“Citibank”). Citibank may centralize functions including audit, accounting, risk, legal, compliance, sales, administration, product communication, relationship management, storage, compilation and analysis of customer-related data, and other functions (the “Centralized Functions”) in one or more affiliates, subsidiaries and third-party service providers. Depositor consents to the disclosure of and authorizes Citibank to disclose information regarding Depositor to Citibank and to its third-party service providers who are subject to confidentiality obligations with respect to such information, in connection with the Centralized Functions. In addition, Citibank may aggregate Depositor’s data with other data collected and/or calculated by Citibank, and Citibank will own all such aggregated data, provided that Citibank shall not distribute the aggregated data in a format that identifies Depositor, any of the Covered Trusts or Depositor’s data with Depositor. In addition, Citibank may store the names and business addresses of Depositor’s employees on the systems or in the records of Citibank or its service providers for purposes of the Centralized Functions, and Depositor consents and is authorized to consent to such storage and confirms that the disclosure to and storage by Citibank of such information does not violate any relevant data protection legislation.

25. Successors and Assigns of Escrow Agent. Any corporation or other company into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or other company resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any corporation or other company succeeding to the business of the Escrow Agent shall be the successor of the Escrow Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto, except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties has caused this Escrow Agreement to be executed by a duly authorized officer as of the day and year first written above.

CITIBANK, N.A., in its capacity as Paying Agent of the 35 residential mortgage-backed securitization trusts listed in Schedule I hereto

By: _____
Name:
Title:

CITIBANK, N.A., as Escrow Agent

By: _____
Name:
Title:

Schedule I

List of Covered Trusts

1. BNCMT 2007-3
2. LMT 2006-1
3. LMT 2006-3
4. LMT 2006-4
5. LXS 2005-1
6. LXS 2005-3
7. LXS 2005-6
8. LXS 2005-8
9. LXS 2005-10
10. LXS 2006-1
11. LXS 2006-5
12. LXS 2006-7
13. LXS 2006-9
14. LXS 2006-13
15. LXS 2006-17
16. LXS 2007-11
17. SARM 2005-3XS
18. SASC 2003-3XS
19. SASC 2003-18XS
20. SASC 2003-35
21. SASC 2003-36XS
22. SASC 2003-S1
23. SASC 2004-4XS
24. SASC 2004-16XS
25. SASC 2004-23XS
26. SASC 2005-1
27. SASC 2005-2XS
28. SASC 2005-5
29. SASC 2005-9XS
30. SASC 2005-10
31. SASC 2005-15
32. SASC 2005-17
33. SASC 2006-ARS1
34. SASC 2006-S2
35. SASC 2006-S3

Schedule II

[Attached]

Schedule III

ELECTRONIC METHODS AUTHORIZATION, LIMITATION OF LIABILITY AND INDEMNITY

Interested Party Authorization, Limitation of Liability and Indemnity. Depositor hereby authorizes the Escrow Agent and its affiliates (the “Bank”) to rely upon and comply with instructions and directions sent by it via email, facsimile and other similar unsecured electronic methods (but excluding on-line communications systems covered by a separate agreement (such as the Bank’s Inform or CASH-Register Plus system) (“On-Line Communications Systems”)) (“Electronic Methods”) by persons believed by the Bank to be authorized to give instructions and directions on behalf of Depositor. Except as set forth below with respect to funds transfers, the Bank shall have no duty or obligation to verify or confirm that the person who sent such instructions or directions is, in fact, a person authorized to give instructions or directions on behalf of Depositor (other than to verify that the signature on a facsimile is the signature of a person authorized to give instructions and directions on behalf of Depositor); and the Bank shall have no liability for any losses, liabilities, costs or expenses incurred or sustained by Depositor as a result of such reliance upon or compliance with such instructions or directions. Depositor agrees to assume all risks arising out of the use of Electronic Methods to submit instructions and directions to the Bank, including without limitation the risk of the Bank acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Funds Transfer Security Procedures. With respect to any “funds transfer,” as defined in Article 4-A of the Uniform Commercial Code, the following security procedure will apply: Depositor’s payment instruction is to include the name and (in the case of a facsimile) signature of the person initiating the funds transfer request. If the name is listed as an Authorized Person on a certificate in the form of Schedule II hereto delivered pursuant to the Escrow Agreement, the Bank will confirm the instructions by telephone call to any person listed as an Authorized Person, who may be the same person who initiated the instruction. When calling back, the Bank will request from the Depositor’s staff member his or her name. If the name is listed in the Escrow Agent’s records as an Authorized Person, the Bank will confirm the instructions with respect to amount, names and numbers of accounts to be charged or credited and other relevant reference information. Depositor acknowledges that the Bank has offered Depositor other security procedures that are more secure and are commercially reasonable for Depositor, and that Depositor has nonetheless chosen the procedures described in this paragraph. Depositor agrees to be bound by any payment order issued in its name, whether or not authorized, that is accepted by the Bank in accordance with the above procedures. When instructed to credit or pay a party by both name and a unique numeric or alphanumeric identifier (e.g., ABA number or account number), the Bank, and any other bank participating in the funds transfer, may rely solely on the unique identifier, even if it identifies a party different than the party named. This applies to beneficiaries as well as any intermediary bank. Depositor agrees to be bound by the rules of any funds transfer network used in connection with any payment order accepted by the Bank hereunder. The Escrow Agent shall not be obliged to make any payment or otherwise to act on any instruction notified to it under this Escrow Agreement if it is unable to validate the authenticity of the request by telephoning an Authorized Person who has not executed the relevant request or instruction of the Depositor. Payment or otherwise to act on any instruction by an Authorized Person of Depositor will be made by the Escrow Agent within three (3) Business Days (as defined in Section 6 of Terms and Conditions) after Escrow Agent’s verification of instructions as set forth above.

Authorization. This authorization shall remain in full force and effect until the earlier of termination of the Escrow Agreement or the date it is canceled, revoked or amended by written notice received by the Escrow Agent; and replaces and supersedes any previous authorization from Depositor to the Bank relating to the giving of instructions by facsimile, email or other similar Electronic Methods (but excluding On-Line Communications Systems) in relation to the Escrow Agreement, and is in addition to all other authorizations. Notwithstanding any revocation, cancellation or amendment of this authorization, any action taken by the Bank pursuant to this authorization prior to the Bank’s actual receipt and acknowledgement of a notice of revocation, cancellation or amendment shall not be affected by such notice.

Indemnity. The Bank shall be entitled to indemnify itself and hold itself harmless from Escrow Earnings in the Escrow Account against any and all claims, losses, damages liabilities, judgments, costs and expenses (including reasonable attorneys’ fees) (collectively, “Losses”) incurred or sustained by the Bank as a result of or in connection with the Bank’s reliance upon and compliance with instructions or directions given by the Depositor by

Electronic Methods if, and only if, the A77 Court approves such Losses for indemnification hereunder, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Bank, it being understood that the failure of the Bank to verify or confirm that the person giving the instructions or directions is, in fact, an Authorized Person does not constitute gross negligence or willful misconduct.

Representation. Depositor hereby represents and warrants to the Bank that this authorization is properly given and has been duly approved by a resolution of its Board of Directors.

Exhibit A

Order to Show Cause

[Attached]

Exhibit B

Trust Allocated Settlement Percentages

[Attached]

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of April __, 2018 (“Agreement”), is by and between U.S. BANK NATIONAL ASSOCIATION, a national banking association and in its capacity as trustee, indenture trustee, or securities administrator (“Trustee” or “Depositor”) for the Subject Trusts (as defined below), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as escrow agent hereunder (“Escrow Agent” and, together with Depositor, the “Parties” and, individually, a “Party”).

RECITALS

WHEREAS, Lehman Brothers Holdings Inc. and other debtors in the bankruptcy cases in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) styled or related to In re Lehman Brothers Holdings Inc., et al. Chapter 11 Case No. 08-13555 (the “LBHI Debtors”) have entered into that certain RMBS Trust Settlement Agreement dated as of November 30, 2016 and modified as of March 17, 2017 (the “Covered Loan Settlement Agreement,” capitalized terms used and not otherwise defined herein shall have the meaning ascribed thereto in the Covered Loan Settlement Agreement) with the Institutional Investors and the Accepting Trustees, pursuant to which the LBHI Debtors agreed to a mechanism to resolve claims asserting breaches of representations and warranties against the LBHI Debtors concerning loans in the Subject Trusts, and further pursuant to which the Bankruptcy Court granted allowed claims to the Accepting Trustees on behalf of certain RMBS trusts (the “Covered Loan Trusts”);

WHEREAS, the LBHI Debtors have entered into that certain RMBS Trust Settlement Agreement dated September 5, 2017 and executed and accepted on October 13, 2017 (the “Transferor Loan Settlement Agreement”) resolving breach of representation and warranty claims concerning loans originated by third parties and acquired by the LBHI Debtors before being deposited into the certain trusts (the “Transferor Loan Trusts”), in return for an allowed claim of \$13,000,000.

WHEREAS, the Depositor is an Accepting Trustee and acts in its capacity as Trustee or Securities Administrator for certain of the Covered Loan Trusts and Transferor Loan Trusts (collectively, the “Subject Trusts”);

WHEREAS, the Settlement Agreement provides that the Depositor is to distribute the Allocable Share for each Subject Trust to the certificateholders or noteholders in such Subject Trust in accordance with the provisions, as modified by the Settlement Agreement, of the trust agreement or indenture (such agreements, the “Governing Agreements”) that govern such Subject Trust;

WHEREAS, the Allocable Share for each of the Subject Trusts has been calculated by an allocation expert pursuant to the Settlement Agreement and amount to an aggregate of \$[___] (the “Subject Trust Aggregate Amount”);

WHEREAS, on April __, 2017 (the “Petition Date”), the Trustee and certain other Accepting Trustees and related securities administrators (collectively, the “Petitioners”) filed a petition and commenced a special proceeding pursuant to CPLR § 7701 (the “Article 77 Proceeding”) in the Supreme Court of the State of New York, County of New York (the “Court”) in which the Petitioners are seeking judicial instructions from the Court concerning contractual questions that bear directly upon the proper distribution of the Allocable Shares for certain of the Settlement Trusts, including

the Subject Trusts set out on Schedule E hereto (the “Subject Trusts”) with their respective Allocable Shares, which total \$[TBD] (the “Subject Trust Aggregate Amount”);

WHEREAS, the Trustee intends to distribute the Allocable Share for each of the Subject Trusts not appearing on Schedule E (the “Non-Subject Trusts”) in the aggregate amount of \$[] (the “Non-Subject Trust Aggregate Amount”) in accordance with the Settlement Agreements and without regard to the Article 77 Proceeding;

WHEREAS, the Petitioners requested on the Petition Date the entry by the Court of a proposed Order to Show Cause in the Article 77 Proceeding substantially in the form attached as Schedule F hereto (as the Court may further order, the “Order to Show Cause”) which, *inter alia*, directs Escrow Agent to use commercially reasonable efforts to keep the Subject Trust Aggregate Amount invested and re-invested in the institutional class shares of the short-term Treasury money market funds appearing on Schedule B hereto, *pro rata* on the basis of their respective assets under management; and

WHEREAS, Escrow Agent is willing to act as Escrow Agent hereunder and hold the Escrow Amount in escrow account no. 190966000, titled: “Lehman RMBS Settlement Escrow” (the “Escrow Account”) until this Agreement terminates, in each case, subject to and in accordance with the Order to Show Cause and all other orders concerning this Agreement that the Court may enter from time to time;

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements contained herein, and intending to be legally bound hereby, the Trustee and the Escrow Agent hereby agree as follows:

1. Definitions. The following terms shall have the following meanings when used herein:

“Depositor Representative” shall mean the person(s) so designated on Schedule D hereto or any other person designated in a writing signed by Depositor and delivered to Escrow Agent in accordance with the notice provisions of this Agreement, to act as its representative under this Agreement.

“Final Order” shall mean a final and non-appealable judgment, order, award or determination of a court of competent jurisdiction, which order, judgment, award or determination (an “Order”) is delivered to Escrow Agent accompanied by a written instruction from Depositor given to effectuate such Order and confirming that such Order is final and non-appealable, and Escrow Agent shall be entitled to conclusively rely upon any such confirmation and instruction and shall have no responsibility to review the Order to which such confirmation and instruction refers.

“IRS” shall mean the United States Internal Revenue Service.

“Written Direction” shall mean a written direction executed by the Depositor Representatives and delivered to Escrow Agent directing Escrow Agent to disburse all or a portion of the Escrow Property or to take or refrain from taking any other action pursuant to this Agreement.

2. Appointment of and Acceptance by Escrow Agent. Depositor hereby appoints Escrow Agent to serve as escrow agent hereunder. Escrow Agent hereby accepts such appointment and, upon receipt by wire transfer of the Escrow Funds in accordance with Section 3, agrees to hold,

invest and disburse the Escrow Funds in accordance with this Agreement. Depositor acknowledges and agrees that (i) Escrow Agent is not a party to and has no duties or obligations arising under the Settlement Agreement or any of the Governing Agreements, and (ii) all references in this Agreement to the Settlement Agreement and Governing Agreements are solely for the convenience of Depositor and Escrow Agent.

3. Deposit of Escrow Funds. Depositor has instructed LBHI Debtors to transfer the Subject Trust Aggregate Amount (the “Escrow Funds”) to an account controlled by it, from which Depositor will transfer the Escrow Funds to the Escrow Account by wire transfer of immediately available funds. The Escrow Funds shall be held by Escrow Agent in escrow and disbursed in accordance with the terms and provisions of this Agreement, the Order to Show Cause and all other orders concerning this Agreement that the Court may enter from time to time.

4. Disbursements of Escrow Property. Unless at any time during the pendency of the Article 77 Proceeding the Court directs Escrow Agent otherwise, the Escrow Agent shall hold and distribute the Escrow Property in the following manner:

(a) Escrow Agent shall deliver the Allocable Share, plus a ratable portion of the interest, dividends and other distributions, payments and earnings on the Escrow Property and proceeds thereof (“Escrow Earnings”), if any pursuant to Section 6 below, accrued to date promptly upon entry of a Final Order in relation to one or more Affected Trust(s) to or at the Written Direction of Depositor for distribution pursuant to the Settlement Agreement to the certificateholders or noteholders in such Affected Trust(s).

(b) Notwithstanding any provision in this Agreement to the contrary, Escrow Agent is authorized to disburse all or any portion of Escrow Funds plus Escrow Earnings, if any (the “Escrow Property”) in accordance with a Final Order.

5. [Reserved]

6. Investment of Funds.

(a) During the term of this Agreement, the Escrow Funds consisting of the Subject Trust Amount shall be held uninvested unless and until the Order to Show Cause is entered. Upon entry of the Order to Show Cause, the Subject Trust Amount shall be invested and reinvested, with the primary investment objective of principal preservation, by Escrow Agent (i) pursuant to the investment and reinvestment instructions set out in the Order to Show Cause and (ii) as otherwise directed by the Court from time to time. The Escrow Agent shall have no liability for any loss sustained as a result of (x) any investment selected as indicated in the previous sentence, (y) the liquidation of any investment prior to its maturity or (z) the happenstance that the investments directed by the Court are unavailable in sufficient quantities (or at all) or are investments the Escrow Agent is unable to hold. Any part of the Escrow Property that cannot be invested as directed by the Court shall be held uninvested until otherwise instructed by the Court. Escrow Agent has no responsibility to determine the value of any investment and makes no representation or warranty, express or implied, as to the accuracy any valuation or that any valuation necessarily reflects the proceeds that may be received upon the sale of an investment. All investments shall be made in the name of Escrow Agent.

(b) Notwithstanding anything to the contrary contained herein, Escrow Agent may, without notice to Depositor or any other party, sell or liquidate any investments at any time for any disbursement of Escrow Property permitted or required hereunder. All investment losses shall be charged against the Escrow Property. Escrow Agent shall not be liable or responsible for loss in the value of any investment made pursuant to this Agreement, or for any loss, cost or penalty resulting from any sale or liquidation of any investment.

7. Suspension of Performance; Disbursement into Court; Compliance with Courts. If at any time, (a) there exists any dispute with respect to the holding or disposition of all or any portion of Escrow Property or any other obligations of Escrow Agent hereunder, (b) Escrow Agent is unable to determine, to its sole satisfaction, the proper disposition of all or any portion of the Escrow Property or its proper actions with respect to its obligations hereunder, or (c) the Depositor Representatives have not, within 30 days of the delivery by Escrow Agent of a notice of resignation, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions: (x) suspend the performance of any of its obligations under this Agreement (including without limitation any disbursement obligations) until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed, and/or (y) petition the Court for instructions with respect to such dispute or uncertainty and, to the extent directed or permitted by the Court, for holding and disposition in accordance with the instructions of the Court, all Escrow Property. Escrow Agent shall have no liability to any person due to any such suspension of performance or disbursement into custody of the Court, including without limitation liability or claimed liability that may arise due to delay in the disbursement of Escrow Property or any other action or inaction of Escrow Agent. If any portion of the Escrow Property is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it, without the need for appeal or other action; and if Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any person by reason of such compliance even if such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

8. Resignation or Removal of Escrow Agent. Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving thirty (30) days' prior written notice to Depositor specifying a date when such resignation shall take effect and, after the date of such resignation notice, notwithstanding any other provision of this Agreement, Escrow Agent's sole obligation will be to hold the Escrow Property pending appointment of a successor Escrow Agent. Similarly, Escrow Agent may be removed at any time by Depositor giving at least thirty (30) days' prior written notice to Escrow Agent specifying the date when such removal shall take effect. Depositor shall appoint a successor Escrow Agent hereunder, subject to approval of the Court, prior to the effective date of such resignation or removal. If Depositor fails to appoint a successor Escrow Agent within such time, Escrow Agent shall have the right to petition the Court to appoint a successor escrow agent, and all costs and expenses (including without limitation attorneys' fees) related to such petition shall be paid by Depositor, solely in its capacity as trustee for the Subject Trusts. The retiring Escrow Agent shall transmit all records pertaining to the Escrow Property and shall deliver all of the Escrow Property to the successor Escrow Agent, after making copies of such records as the retiring Escrow Agent deems advisable and after deduction and payment to the retiring Escrow Agent of all expenses (including court costs and attorneys' fees)

payable to, incurred by, or expected to be incurred by the retiring Escrow Agent as the Court may direct in connection with the performance of its duties and the exercise of its rights hereunder. After any retiring Escrow Agent's resignation or removal, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Agreement.

9. Liability of Escrow Agent. Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. Escrow Agent's permissive rights shall not be construed as duties. Escrow Agent's sole responsibility shall be for the safekeeping and disbursement of the Escrow Property in accordance with Escrow Agent's customary practices in accordance with the terms of this Agreement. Escrow Agent has no fiduciary or discretionary duties of any kind. Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Agreement, including without limitation the Settlement Agreement and the Governing Agreements even though reference thereto may be made herein and whether or not a copy of such agreement has been provided to Escrow Agent. Escrow Agent shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines, subject to no further appeal, that Escrow Agent's gross negligence or willful misconduct in connection with its material breach of this Agreement was the sole cause of loss to Depositor or the Subject Trusts. Escrow Agent may retain and act hereunder through agents, and shall not be responsible for or have any liability with respect to the acts of such agents retained by Escrow Agent in good faith. Escrow Agent shall not be responsible for or have any duty to make any calculation under this Agreement unless specifically memorialized as Escrow Agent's duty hereunder, or to determine when or how any calculation should be made, or to verify any such calculation. Escrow Agent may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent believes to be genuine and to have been signed or presented by the person or parties purporting to sign the same. In no event shall Escrow Agent be liable for (a) acting in accordance with or conclusively relying upon any instruction, notice, demand, certificate or document believed by Escrow Agent to have been created by or on behalf of Depositor, (b) incidental, indirect, special, consequential or punitive damages or penalties of any kind (including but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such damages or penalty, or (c) any amount greater than the value of Escrow Property then held by Escrow Agent. Escrow Agent shall not be responsible for delays or failures in performance resulting from acts beyond its control, including without limitation acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, attacks or intrusions, power failures, earthquakes or other disasters. Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Property or this Agreement, or to appear in, prosecute or defend any such legal action or proceeding, or to take any other action that in Escrow Agent's sole judgment may expose it to potential expense or liability. Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving any person, and shall incur no liability in acting in good faith in accordance with the advice of such counsel. Depositor, solely in its capacity as trustee for the Subject Trusts, shall promptly pay, upon demand, the reasonable fees and expenses of any such counsel.

10. Indemnification of Escrow Agent. Depositor, solely in its capacity as trustee for the Subject Trusts, shall, to the fullest extent permitted by the Order to Show Cause, other order or

direction of the Court or applicable law, indemnify and hold harmless Escrow Agent and each director, officer, employee, attorney, agent and affiliate of Escrow Agent (each, an “Indemnified Party”) upon demand against any and all actions, claims (whether or not valid), losses, damages, liabilities, penalties, costs and expenses of any kind (including without limitation attorneys’ fees) incurred by or asserted against any Indemnified Party, whether direct, indirect or consequential, in any way relating to any claim, demand, suit, action, proceeding, inquiry or investigation, threatened, asserted or initiated by any person, including without limitation Depositor, the Subject Trusts or any person making claims on behalf of the Subject Trusts, arising from or in connection with this Agreement or any transaction contemplated herein, whether or not any such Indemnified Party is a party to any such suit, action or proceeding or a target of any such inquiry or investigation; *provided, however*, that no Indemnified Party shall be indemnified hereunder for any liability finally determined by a court of competent jurisdiction not subject to appeal to have been directly caused solely by the gross negligence or willful misconduct of such Indemnified Party in connection with Escrow Agent’s material breach of this Agreement. Depositor, solely in its capacity as trustee for the Subject Trusts, further agrees, to the fullest extent permitted by the Order to Show Cause, other order or direction of the Court or applicable law, to indemnify each Indemnified Party for all costs, including without limitation reasonable attorney’s fees, incurred by such Indemnified Party in connection with the enforcement of Depositor’s obligations hereunder. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by Depositor, solely as trustee for the Subject Trusts. The obligations of Depositor under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

11. Compensation of Escrow Agent.

The Escrow Agent shall not be entitled to any fees or other compensation for the Escrow Agent’s services hereunder; *provided, however*, that Escrow Agent shall be entitled to reimburse itself out of the Escrow Property for such reasonable out-of-pocket expenses, disbursements, charges, advances and other amounts incurred by it in connection with its services hereunder that the Court may approve, if any, from time to time.

12. Representations and Warranties. Depositor represents and warrants to Escrow Agent that (a) it has full power and authority to execute and deliver this Agreement and perform its obligations hereunder, and this Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms; (b) each of the applicable persons designated on Schedule D hereto has been duly appointed to act as its authorized representative hereunder and individually has full power and authority on its behalf to execute and deliver any Written Direction, to amend, modify or waive any provision of this Agreement and to take any and all other actions as its authorized representative under this Agreement, all without further consent or direction from, or notice to, it or any other person; (c) no change in designation of such authorized representatives shall be effective until written notice of such change is delivered to Escrow Agent pursuant to Section 14 hereof and Escrow Agent has had reasonable time to act upon it; and (d) it will perform or procure the performance of all further acts and things, and execute and deliver such further documents, as may be required by law or as Escrow Agent may reasonably request in connection with its duties hereunder.

13. Identifying Information. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record

information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, Escrow Agent requires documentation to verify its formation and existence as a legal entity. Escrow Agent may require financial statements, licenses or identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. Depositor agrees to provide all information requested by Escrow Agent in connection with any legislation or regulation to which Escrow Agent is subject, in a timely manner.

14. Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing (provided that any communication sent to Escrow Agent hereunder must be in the form of a manually signed document or electronic copy thereof), in English, and shall be delivered by (a) personal delivery, or (b) nationally recognized overnight courier service, or (c) certified or registered mail, return receipt requested, or (d) facsimile transmission, with confirmed receipt, or (e) email by way of a PDF attachment thereto. Notice shall be effective upon receipt except for notice via email, which shall be effective only when the recipient, by return email or notice delivered by other method provided for in this Section, acknowledges having received that email (with an automatic "read receipt" or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section). Such notices shall be sent to the applicable Party or Parties at the address specified below:

If to Depositor or Depositor Representative at:

U.S. Bank National Association, as Trustee
190 S. LaSalle Street
10th Floor
Chicago, Illinois 60603
Telephone: 312-332-6576
E-mail: brad.zwetzig@usbank.com

If to Escrow Agent at:

U.S. Bank National Association, as Escrow Agent
One Federal Street
Boston, Massachusetts 02110
Attn: Laura L. Moran
Telephone: 617-603-6429
E-mail: laura.moran@usbank.com

or to such other address as each Party may designate for itself by like notice and unless otherwise provided herein shall be deemed to have been given on the date received. Depositor agrees to assume all risks arising out of the use of electronic methods to submit instructions and directions to Escrow Agent, including without limitation the risk of Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

15. Optional Security Procedures. In the event instructions, including funds transfer instructions, address changes or changes in contact information, are given to Escrow Agent (other than in writing at the time of execution of this Agreement), Escrow Agent is authorized but shall not be required to seek confirmation of such instructions by telephone call-back to the person or persons designated on Schedule D hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-

backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act upon such changes. If Escrow Agent is unable to contact any of the designated representatives identified in Schedule D, Escrow Agent is hereby authorized but under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Depositor's officers, which officers shall include without limitation the titles of Chief Executive Officer, President, Vice President, Treasurer, Managing Director and Managing Partner, as Escrow Agent may select. Such officer shall deliver to Escrow Agent a fully executed incumbency certificate, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Depositor agrees that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Depositor to identify (a) the beneficiary, (b) the beneficiary's bank, or (c) an intermediary bank. Escrow Agent may disburse any Escrow Property in accordance with any payment instruction it executes using any such identifying numbers, even when their use may result in a person other than the intended beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or intermediary bank so designated. The Parties acknowledge that these optional security procedures are commercially reasonable.

16. Binding Effect; Successors. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors or assigns. If Escrow Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including the escrow appointment contemplated by this Agreement) to another entity, the successor or transferee entity without any further act shall be the successor Escrow Agent.

17. Amendment, Waiver and Assignment. None of the terms or conditions of this Agreement may be changed, waived, modified, terminated or varied in any manner whatsoever unless in writing duly signed by each Party and approved by the Court. No course of conduct shall constitute a waiver of any of the terms and conditions of this Agreement, unless such waiver is specified in writing, and then only to the extent so specified. A waiver of any of the terms and conditions of this Agreement on one occasion shall not constitute a waiver of the other terms of this Agreement, or of such terms and conditions on any other occasion. This Agreement may not be assigned by either Party without the written consent of the other Party and approval of the Court.

18. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

19. Governing Law; Consent to Jurisdiction and Venue. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of New York without giving effect to the conflict of laws principles thereof that would require the application of any other laws. Each Party irrevocably (a) consents to the exclusive jurisdiction and venue of the Court in connection with any matter based upon or arising out of this Agreement, (b) waives any objection to such jurisdiction or venue (c) agrees not to commence any legal proceedings related hereto except in the Court and (d) consents to and agrees to accept service of process to vest personal jurisdiction over them in any such courts made in the manner provided by for the giving of notice in Section 14.

20. Entire Agreement, No Third Party Beneficiaries. This Agreement constitutes the entire agreement between the Parties relating to the holding, investment and disbursement of the

Escrow Property and sets forth entirely the obligations and duties of Escrow Agent with respect to the Escrow Property. Nothing in this Agreement confers upon any person other than the Parties and the Indemnified Parties any right, benefit or remedy of any nature whatsoever.

21. Execution in Counterparts, Facsimiles. This Agreement and any schedule hereto may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction. The delivery of copies of this Agreement, any schedule hereto and any Written Direction and their respective signature pages as a PDF attachment to an email or by facsimile transmission in accordance with Section 14 shall constitute effective execution and delivery and may be used in lieu of originals for all purposes.

22. Termination. This Agreement shall terminate upon the distribution of all Escrow Property pursuant to any applicable provision of this Agreement, and Escrow Agent shall thereafter have no further obligation or liability with respect to this Agreement or Escrow Property.

23. Dealings. Escrow Agent and any stockholder, director, officer or employee of Escrow Agent may buy, sell and deal in the securities of Depositor and become pecuniarily interested in any transaction in which Depositor may be interested, and contract and lend money to Depositor and otherwise act as fully and freely as though it were not Escrow Agent hereunder. Nothing herein shall preclude Escrow Agent from acting in any other capacity for Depositor or any other person.

24. Statements; Brokerage Confirmation Waiver. Depositor acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant either the right to receive brokerage confirmations for certain security transactions as they occur, Depositor specifically waives receipt of such confirmations to the extent permitted by law. Escrow Agent will furnish Depositor periodic cash transaction statements that include detail for all investment transactions made by Escrow Agent. Receipt, investment and disbursement of the Escrow Property shall be confirmed by Escrow Agent by an account statement, and Depositor will inform Escrow Agent in writing of any error, omission or inaccuracy in any such account statement within 90 days after receipt thereof else such account statement shall be deemed confirmed and approved.

25. Tax Reporting. Escrow Agent shall have no responsibility for the tax consequences of this Agreement and Depositor shall consult with independent counsel concerning any and all tax matters. Depositor shall provide Escrow Agent a properly completed IRS Form W-9 or Form W-8, as applicable, for itself and the Subject Trusts. If requested tax documentation is not so provided, Escrow Agent is authorized to withhold taxes as required by the United States Internal Revenue Code and related regulations. Depositor shall prepare and file its applicable filings with the IRS and any other applicable taxing authority:

(a) Escrow Agent IRS Reporting. Depositor shall accurately and timely provide Escrow Agent with all information requested by Escrow Agent in connection with the preparation and filing with the IRS of applicable Form 1099 and Form 1042-S documents with respect to all distributions and the performance of Escrow Agent's reporting obligations under the Foreign Account Tax Compliance Act or other applicable U.S. federal law or regulation.

(b) Withholding Requests and Indemnification. Depositor agrees to (i) assume all obligations imposed now or hereafter by any applicable tax law or regulation with respect to payments or performance under this Agreement, (ii) request Escrow Agent in writing with respect to withholding and other taxes, assessments or other governmental charges, and advise Escrow Agent in

writing with respect to any certifications and governmental reporting that may be required under any applicable laws or regulations, and (iii) indemnify and hold the Indemnified Parties harmless from any liability or obligation related to taxes, assessments, additions for late payment, interest, penalties, expenses and other governmental charges that may be assessed or asserted against Escrow Agent, which indemnification is in addition to other indemnification provisions of this Agreement and shall survive the resignation or removal of Escrow Agent and the termination of this Agreement.

(c) Imputed Interest. To the extent that IRS imputed interest regulations apply, Depositor shall so inform Escrow Agent in writing, provide Escrow Agent with all imputed interest calculations and direct Escrow Agent to disburse imputed interest amounts as Depositor directs, as proved by the Court. Escrow Agent shall rely solely on such provided calculations and information and shall have no responsibility for the accuracy or completeness of any such calculations or information.

26. WAIVER OF TRIAL BY JURY. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE, AND COVENANT THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY IN ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

27. Publicity. No Party will (a) use any other Party's proprietary indicia, trademarks, service marks, trade names, logos, symbols or brand names, or (b) refer to or identify any other Party in advertising, publicity releases, promotional or marketing publications or correspondence with third parties, without, in each case, securing the prior written consent of such other Party, except as may be required by law.

28. Construction. Words used in the singular number may include the plural and the plural may include the singular. The section headings appearing in this instrument have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and conditions of this Agreement. All references to sections refer to sections of this Agreement unless expressly stated otherwise.

29. Waiver of Immunity. To the extent that in any jurisdiction any Party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each Party irrevocably agrees not to claim, and it hereby waives, such immunity in connection with this Agreement.

30. Escheat. Depositor is aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. Escrow Agent shall have no liability to Depositor, the Subject Trusts, their respective heirs, legal representatives,

successors and assigns, or any other party, should any or all of the Escrow Property escheat by operation of law.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
NEXT PAGE IS SIGNATURE PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the date first above written.

U.S. BANK NATIONAL ASSOCIATION, solely in its capacity as Trustee for the Subject Trusts, as Depositor/Trustee

By: _____
Name: _____
Title: _____

U.S. BANK NATIONAL ASSOCIATION as Escrow Agent

By: _____
Name: _____
Title: _____

SCHEDULE A

[Intentionally Left Blank]

SCHEDULE B**Investment Authorization**

- Goldman Sachs Financial Square Treasury Instruments Fund Institutional (Ticker: FTIXX)
- Morgan Stanley Institutional Liquidity Funds Treasury Securities Portfolio Institutional (Ticker: MSUXX)
- Federated U.S. Treasury Reserves Institutional Shares (Ticker: UTIXX)
- Fidelity Investments Treasury Only (Ticker: FSIXX)

SHAREHOLDER COMMUNICATIONS ACT AUTHORIZATION

The Shareholder Communications Act of 1985 and its regulations require that banks and trust companies make an effort to facilitate communication between registrants of U.S. securities and the parties who have the authority to vote or direct the voting of those securities regarding proxy dissemination and other corporate communications. Unless objection is indicated below, Escrow Agent will provide the obligatory information to the registrant upon request. An objection will apply to all securities held for the parties in the relevant account now and in the future unless Escrow Agent is notified in writing.

___ Objection to Escrow Agent providing name, address, and securities positions to requesting issuers (initial, check, or place an X on the line to indicate an objection).

SCHEDULE C

[Intentionally Left Blank]

SCHEDULE E

[Affected Trusts and Allocable Shares]

SCHEDULE F

[Order to Show Cause as Proposed to the Court]

SCHEDULE G

[Orders to Show Cause as Entered By the Court]

ESCROW AGREEMENT

This ESCROW AGREEMENT dated as of April 4, 2018, (this "Agreement"), is between WELLS FARGO BANK, N.A. ("Wells Fargo"), not individually but solely in its capacity as trustee (the "Trustee") of the residential mortgage-backed securitization trusts listed on Schedule I hereto (the "Trusts"), and Wells Fargo, not individually but solely in its capacity as escrow agent (the "Escrow Agent").

WITNESSETH:

WHEREAS, the Trustee filed claims for breaches of representations and warranties (the "Repurchase Claims") against Lehman Brothers Holdings Inc. ("LBHI") and certain affiliates of LBHI in the bankruptcy cases pending in the United States Bankruptcy Court for the Southern District of New York, styled or related to *In re Lehman Brothers Holdings Inc., et al.*, Chapter 11 Case No. 08-13555 (the "Bankruptcy Proceeding");

WHEREAS, the Bankruptcy Court in the Bankruptcy Proceeding has allowed and disallowed certain of the Repurchase Claims and determined the amount of the Repurchase Claims the Bankruptcy Court has allowed (the "Allowed Claims");

The Allowed Claims, the amount of the Allowed Claims, the Trusts to which the Allowed Claims relate, any loan groups included in the Trusts to which the Allowed Claims relate (the "Loan Groups") and each Trust's and Loan Group's share of the Allowed Claims (the "Allocable Shares") are identified in Schedule I attached hereto;

WHEREAS, beginning on or about April 5, 2018, the plan administrator for LBHI in the Bankruptcy Proceeding will begin making distributions on the Allowed Claims (the "Distributions") in the Bankruptcy Proceeding;

WHEREAS, the Trustee and certain other trustees or payment administrators (collectively, the "Petitioners") receiving distributions on allowed repurchase claim in the Bankruptcy Proceeding filed or will file a verified petition and commenced a special proceeding pursuant to CPLR § 7701 (the "Article 77 Proceeding") in the Supreme Court of the State of New York, County of New York (the "Article 77 Court") in which the Petitioners are seeking judicial instructions from the Article 77 Court concerning contractual questions that bear directly on the proper distribution of the Distributions to noteholders or certificateholders of the Trusts identified in Schedule II attached hereto (the "Subject Trusts");

WHEREAS, the Trustee desires to appoint the Escrow Agent to receive each Trust's share of the Distributions (the "Escrow Amount") and hold and distribute the Escrow Amount to the Trusts pursuant to this Agreement;

WHEREAS, the Trustee has requested or will request that the Article 77 Court enter an order (the "Order to Show Cause") which, among other things directs the Trustee to deposit each Subject Trust's share of the Distributions (collectively, the "Subject Escrow Amount") into

escrow with the Escrow Agent and invest the Subject Escrow Amount until the relevant Escrow Release Date (as defined below);

WHEREAS, Wells Fargo is willing to accept its appointment as Escrow Agent and to act as Escrow Agent pursuant to the terms of this Agreement, and to hold the Escrow Amount in escrow account no. 49366500 titled: Lehman RMBS Settlement Proceeds Escrow (the "Escrow Account") until the termination of this Agreement, in each case, subject to and in accordance with the terms of this Agreement, the Trustee's directions, the Order to Show Cause and all other orders concerning this Agreement that the Article 77 Court may enter from time to time.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Recitals. All Recitals are incorporated herein by reference.
2. Appointment of Escrow Agent; Escrow Account.

(a) The Trustee hereby appoints the Escrow Agent as Escrow Agent in accordance with the terms and conditions set forth in this Agreement, and the Escrow Agent hereby accepts such appointment pursuant to such terms and conditions. Wells Fargo will serve as Escrow Agent hereunder through its Corporate Trust Services division.

(b) The Escrow Agent is hereby authorized to open the Escrow Account and to hold the Escrow Amount in the Escrow Account, together with any interest, dividends, and other distributions, payments, and earnings thereon, and proceeds thereof (the "Escrow Earnings" and together with the Escrow Amount, the "Escrow Funds") received by the Escrow Agent pursuant to the terms of this Agreement and the Order to Show Cause. The Escrow Agent will allocate Escrow Earnings to each Trust and Loan Group, on a *pro rata* basis based on each Trust's and Loan Group's Allocable Share. In opening the Escrow Account and investing the Escrow Funds, the Escrow Agent will make any elections and take any steps necessary to avoid earning or realizing any fees or other monetary benefits in connection with holding or investing the Escrow Funds, including any shareholder services fees.

3. Payment Directions; Delivery of Escrow Amounts.

(a) The Trustee shall cause LBHI to remit the Escrow Amount to the Escrow Account by wire transfer in immediately available funds.

(b) The Escrow Amount shall be remitted to the Escrow Account in accordance with the following wiring instructions:

Bank Name: Wells Fargo Bank, N.A.

Bank ABA Routing Number: 121-000-248

Bank Account Name: Corporate Trust Clearing

Bank Account Number: 397-077-1416

For Further Credit to: Escrow Account # 49366500 titled: Lehman RMBS Settlement
Proceeds Escrow

Call back contact: Alexander Novitski

(c) The Escrow Agent shall hold and maintain in escrow the Escrow Amount exclusively as agent for the Trustee.

4. Investments. Upon entry of the Order to Show Cause, the Trustee shall deliver a copy of the Order to Show Cause to the Escrow Agent. During the term of this Agreement, the Escrow Agent will invest, and reinvest, the Subject Escrow Amount (i) in accordance with the Order to Show Cause and written directions from the Trustee (which direction shall include any required calculations and which may be in electronic form), in the funds identified on the attached Scheduled III, on a *pro rata* basis according to each fund's total assets under management on the date the Trustee deposits the Escrow Amount into the Escrow Account and (ii) as may otherwise be directed by the Article 77 Court from time to time (including, for avoidance of doubt, in the Order to Show Cause); provided, however, that if, in either case, the investments directed by the Trustee or the Article 77 Court are investments that the Escrow Agent is unable to hold, the Escrow Agent may request written instructions from the Trustee who shall revise such investment direction, and/or, if applicable, may petition the Article 77 Court for further clarifying instructions. The Escrow Agent will have no liability for any loss sustained as a result of (x) any investment selected as indicated in the previous sentence, (y) the liquidation of any investment prior to its maturity or (z) if the investments authorized in the Order to Show Cause or directed by the Trustee or the Article 77 Court are unavailable in sufficient quantities (or at all) or are investments that the Escrow Agent is unable to hold. Any part of the Escrow Funds that are not or cannot be invested as directed by the Trustee, the Order to Show Cause or the Article 77 Court will be held uninvested until otherwise instructed by the Trustee or the Article 77 Court, as applicable.

5. Disbursement of Escrow Funds. Unless at any time during the pendency of the Article 77 Proceeding the Article 77 Court directs the Escrow Agent otherwise, the Escrow Agent shall hold and distribute the Escrow Funds in the following manner:

(a) The Escrow Agent will hold the Subject Escrow Amount in the Escrow Account until the Article 77 Court enters an unstayed order in the Article 77 Proceeding that requires all or any portion of the Subject Escrow Amount to be released (each such date, a "Subject Escrow Release Date");

(b) The Escrow Agent will hold the Escrow Amount that is not part of the Subject Escrow Amount (the "Regular Escrow Amount") uninvested in the Escrow Account until the Escrow Agent receives written directions (which direction shall include any required calculations and which may be in electronic form) directing the Escrow Agent to distribute the Regular Escrow Amount to the distribution accounts for those Trusts that are not subject to the Article 77 Proceeding. The date the Trustee delivers such written directions for the Regular Escrow Amounts to the Escrow Agent, together with a Subject Escrow Release Date, shall be an "Escrow Release Date".

(c) Unless an order in the Article 77 Proceeding provides otherwise, no later than three (3) business days following an Escrow Release Date, the Escrow Agent will transfer the portion of the Escrow Funds for which the Escrow Release Date has occurred (the "Released

Escrow Funds”), as directed by the Trustee (which direction may be in electronic form) acting in accordance with the order in the Article 77 Proceeding for any Subject Escrow Amounts, to the distribution account or payment account (as applicable) of each applicable Trust, in an amount equal to such Trust’s Allocable Share of the Released Escrow Funds.

6. Certain Rights of Escrow Agent.

(a) The Escrow Agent shall have no duties or responsibilities whatsoever with respect to the Escrow Funds or otherwise hereunder except as specifically set forth herein, and no permissive right or privilege shall be construed as a duty. Any other provision of this Agreement to the contrary notwithstanding, the Escrow Agent shall have no notice of, and shall not be bound by any of the terms and conditions of, any other document or agreement executed or delivered in connection with, or intended to control any part of, the transactions anticipated by or referred to in this Agreement unless the Escrow Agent is a signatory party to that document or agreement.

(b) No provision of this Agreement shall require the Escrow Agent to expend or risk its own funds, to take any legal action hereunder, or to otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights and powers, if, in its sole judgment, it shall believe that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(c) The Escrow Agent may conclusively rely upon and shall be protected in acting in good faith upon any court order, certificate, instrument, opinion, notice, letter, electronic mail or other document, delivered to it and in good faith believed by it to be genuine and to have been signed or authenticated by the proper party or parties, and shall not be responsible for the content or accuracy of any such court order, certificate, instrument, opinion, notice, letter, electronic mail or other document furnished to it by any person pursuant to this Agreement. The Escrow Agent may rely on and shall be protected in acting in good faith upon the written instructions (including but not limited to written instructions delivered in electronic form) of the Trustee.

(d) The Escrow Agent shall not be liable for any error of judgment, or for any act done or step taken or omitted by it, in good faith, or for any mistake of fact or law made in good faith, or for anything that it may do or refrain from doing in connection therewith, except in the case of grossly negligent performance or omission or willful misconduct.

(e) The Escrow Agent shall be entitled to obtain the advice or opinion of counsel (which shall be a nationally recognized outside counsel) with respect to any matter of law for which the Escrow Agent has a question as to the rights, privileges, and duties relating to the Escrow Agent hereunder and the Escrow Agent shall have no liability for any action taken or omitted in conformity with its good faith reliance on such advice or opinion.

(f) The Escrow Agent shall not be responsible for delays or failure in performance resulting from acts beyond its control, including without limitation acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemic, nationalization, expropriation, currency restrictions, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters of similar nature.

(g) If any conflict, disagreement or dispute arises between, among, or involving any of the parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Agreement, or the Escrow Agent is in doubt as to the action to be taken hereunder, the Escrow Agent may, at its option, retain the Escrow Funds held by it until the Escrow Agent: (i) receives a final order of a court of competent jurisdiction or a final arbitration decision directing delivery of the Escrow Funds; provided, that if any party to such dispute indicates in writing to the Escrow Agent at the time of such decision, an intent to appeal such decision the Escrow Agent shall continue to retain the Escrow Funds until the conclusion of such appeal; provided further, however, if an appeal is not commenced within fifteen (15) days, the Escrow Agent shall release the Escrow Funds in accordance with such decision; (ii) receives a written agreement executed by each of the parties involved in such disagreement or dispute directing delivery of the Escrow Funds held by the Escrow Agent, in which event the Escrow Agent shall be authorized to deliver the Escrow Funds held by the Escrow Agent in accordance with such agreement; or (iii) if such dispute cannot be resolved within ten (10) business days, the Escrow Agent may file an interpleader action (or other similar action) in any court of competent jurisdiction, and upon the filing thereof, the Escrow Agent shall be relieved of all liability as to the Escrow Funds held by the Escrow Agent and shall be entitled to recover attorneys' fees, expenses and other costs incurred in commencing, defending, and/or maintaining any such interpleader action (or similar action). The Escrow Agent shall be entitled to act on any such agreement, court order, or arbitration decision without further question, inquiry, or consent.

(h) In the event that the Escrow Funds held by the Escrow Agent shall be attached or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court affecting the Escrow Funds held by the Escrow Agent, in each case whether with or without jurisdiction, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with any such order, judgment or decree so entered or issued, or as to which it is advised by legal counsel of its own choosing is binding upon it. In the event that the Escrow Agent obeys or complies with any such order, judgment or decree it shall not be liable to any of the parties hereto or to any other person, firm or corporation, should such order, judgment or decree, notwithstanding such compliance, be subsequently reversed, modified, annulled, set aside or vacated.

(i) The Escrow Agent shall not be under any obligation to take any action in the performance of its duties hereunder that would be in violation of applicable law, rule, or regulation.

(j) The Escrow Agent shall not be responsible for any act or omission of the Trustee or LBHI.

(k) Knowledge or information acquired by (i) Wells Fargo in its capacity as Escrow Agent hereunder or under any other document related to this transaction shall not be imputed to Wells Fargo in any other capacity in which it may serve under such other documents, and (ii) any affiliate of Wells Fargo shall not be imputed to Wells Fargo in capacity as Escrow Agent hereunder and vice versa.

7. Limitation of Liability. In no event shall the Escrow Agent or its directors, affiliates, officers, agents, and employees be liable, directly or indirectly, for any (i) damages, losses or expenses arising out of the services provided hereunder, other than damages, losses or expenses which have been finally adjudicated to have directly resulted from the Escrow Agent's gross negligence or willful misconduct, or (ii) special, indirect, punitive, or consequential damages or losses of any kind whatsoever (including without limitation lost profits), even if the Escrow Agent has been advised of the possibility of such losses or damages and regardless of the form of action.

8. Fees; Indemnification. The Escrow Agent will not be entitled to any fees or other compensation for the Escrow Agent's services hereunder; provided, however, that the Escrow Agent shall be entitled to reimburse itself out of the Escrow Funds for such reasonable out-of-pocket expenses, disbursements, charges, advances, and other amounts incurred by it in connection with its services hereunder (the "Escrow Expenses"), if any, that the Article 77 Court may approve from time to time. The Escrow Agent will be entitled to reimburse and indemnify itself out of the Escrow Funds, and to hold itself and its affiliates, and its and such affiliates' respective directors, officers, employees, agents, successors, and assigns, harmless out of the Escrow Funds from and against any and all claims, losses, liabilities, costs, disbursements, damages, or expenses (including reasonable attorneys' fees and expenses and court costs) (collectively, "Losses") arising from or in connection with or related to this Agreement or being the Escrow Agent hereunder (including but not limited to Losses incurred by the Escrow Agent in connection with a successful defense, in whole or in part, of any claim of gross negligence or willful misconduct on its part) if the Article 77 Court approves such Losses for reimbursement and indemnification hereunder. Additionally, and to the extent the Escrow Agent has not received reimbursement from the Escrow Funds, the Escrow Agent shall be entitled to reimbursement of the Escrow Expenses and any Losses from each of the Trusts on a *pro rata* basis based on each Trust's Allocable Share of the Escrow Funds, provided, however, that nothing contained herein will entitle the Escrow Agent to indemnification against Losses caused by its own gross negligence or willful misconduct (as determined by a court of competent jurisdiction or as otherwise agreed to by the parties).

9. Termination of Agreement. This Agreement shall terminate upon the distribution or disbursement of all Escrow Funds; provided, however, that the rights of the Escrow Agent under Sections 7, 8, and 9 shall survive the termination hereof.

10. Tax Withholding. For certain payments made pursuant to this Agreement, the Escrow Agent may be required to make a "reportable payment" or "withholdable payment" and in such cases the Escrow Agent shall have the duty to act as a payor or withholding agent, respectively, that is responsible for any tax withholding and reporting required under Chapters 3, 4, and 61 of the United States Internal Revenue Code of 1986, as amended (the "Code"). The Escrow Agent shall have the sole right to make the determination as to which payments are "reportable payments" or "withholdable payments." All parties to this Agreement shall provide an executed IRS Form W-9 or appropriate IRS Form W-8 (or, in each case, any successor form) to the Escrow Agent prior to closing, and shall promptly update any such form to the extent such form becomes obsolete or inaccurate in any respect. The Escrow Agent shall have the right to request from any party to this Agreement, or any other person entitled to payment hereunder, any additional forms, documentation or other information as may be reasonably necessary for the

Escrow Agent to satisfy its reporting and withholding obligations under the Code. To the extent any such forms to be delivered under this Section 10 are not provided prior to or by the time the related payment is required to be made or are determined by the Escrow Agent to be incomplete and/or inaccurate in any respect, the Escrow Agent shall be entitled to withhold on any such payments hereunder to the extent withholding is required under Chapters 3, 4, or 61 of the Code, and shall have no obligation to gross up any such payment.

As of the date hereof, the owner for U.S. federal income tax purposes of funds in the Escrow Account shall be each of the Trusts, up to its Allocable Share of the Escrow Funds, until such funds are released in accordance with the terms hereof.

In no event shall the Escrow Agent be responsible for the information contained in any W-9 or appropriate IRS Form W-8 (or, in each case, any successor form) that is delivered to the Escrow Agent in connection with the terms of this Agreement. Furthermore, in no event shall the Escrow Agent be responsible for performing any type of tax calculation, tax withholding or tax reporting in connection with the receipt of the above-referenced IRS Forms.

11. Miscellaneous.

(a) This Agreement embodies the entire agreement and understanding among the parties relating to the subject matter hereof, and may not be changed orally, but only by an instrument in writing signed by the parties hereto. Notwithstanding anything contained herein to the contrary, all timeframes referenced herein may be changed by mutual agreement of the parties hereto.

(b) Any notice or other writing given by any party hereto to any other party relating to the subject matter of these instructions shall at the same time be delivered to every other party hereto. All notices, requests and other communications hereunder shall be in writing and shall be delivered by hand or sent by electronic mail addressed as follows:

If to the Trustee	Wells Fargo Bank, N.A., as Trustee of the Lehman Trusts MAC: N9300-061 600 South Fourth Street Minneapolis, MN 55479 Attention: Mary Sohlberg Email: mary.l.sohlberg@wellsfargo.com Telephone: (612)-316-0737
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If to the Escrow Agent	Wells Fargo Bank, N.A., as Escrow Agent 9062 Old Annapolis Road Columbia, Maryland 21045 Attention: Client Manager Email: Gregory.l.mason@wellsfargo.com Telephone: (410) 884-2318
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(c) The headings of the Sections of this Agreement have been inserted for convenience and shall not modify, define, limit or expand the express provisions of this Agreement.

(d) This Agreement and the rights and obligations hereunder of the parties hereto may not be assigned except with the prior written consent of the other parties hereto. This Agreement shall be binding upon and inure to the benefit of each party's respective successors and permitted assigns. Except as expressly provided herein, no other person shall acquire or have any rights under or by virtue of this Agreement. This Agreement is intended to be for the sole benefit of the parties hereto, and (subject to the provisions of this Section 12) their respective successors and assigns, and none of the provisions of this Agreement are intended to be, nor shall they be construed to be, for the benefit of any third person.

(e) This Agreement may not be amended, supplemented or otherwise modified without the prior written consent of the other parties hereto.

(f) The Escrow Agent makes no representation as to the validity, value, genuineness or the collectability of any security or other document or instrument held by or delivered to it.

(g) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW), AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

(h) EACH PARTY HEREBY KNOWINGLY, VOLUNTARY AND INTENTIONALLY, WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

(i) EACH PARTY HERETO SUBMITS FOR ITSELF IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT TO THE NON-EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AND APPELLATE COURTS FROM ANY THEREOF.

(j) The parties hereto acknowledge that in accordance with requirements established under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 and its implementing regulations (collectively, the "*Patriot Act*"), the Escrow Agent, in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Escrow Agent. The Trustee hereby agrees that it shall provide the Escrow Agent with such information in its

possession as the Escrow Agent may request from time to time in order to comply with any applicable requirements of the Patriot Act.

(k) This Agreement may be executed in two or more counterparts, each of which shall be an original (regardless of whether delivered in physical or electronic form), but all of which together shall constitute one and the same instrument.

(Signatures Follow)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WELLS FARGO BANK, N.A., not in its individual capacity but solely in its capacity as Trustee for the Trusts

By: _____

Name:

Title:

WELLS FARGO BANK, N.A., not in its individual
capacity but solely in its capacity as Escrow Agent

By: _____
Name:
Title:

Schedule I

The Trusts

Schedule II**The Subject Trusts**

Trust	Payment Administrator	Trustee
ARC 2002-BC8	Wells Fargo	Wells Fargo
BNCMT 2007-4	Wells Fargo	Wells Fargo
LABS 2007-1	Wells Fargo	Wells Fargo
LMT 2006-9	Wells Fargo	Wells Fargo
LMT 2007-1	Wells Fargo	Wells Fargo
LMT 2007-4	Wells Fargo	Wells Fargo
LMT 2007-5	Wells Fargo	Wells Fargo
LMT 2007-9	Wells Fargo	Wells Fargo
LMT 2008-2	Wells Fargo	Wells Fargo
LMT 2008-6	Wells Fargo	Wells Fargo
SAIL 2003-BC12	Wells Fargo	Wells Fargo
SAIL 2003-BC3	Wells Fargo	Wells Fargo
SAIL 2003-BC4	Wells Fargo	Wells Fargo
SARM 2004-10	Wells Fargo	Wells Fargo
SARM 2004-16	Wells Fargo	Wells Fargo
SARM 2004-18	Wells Fargo	Wells Fargo
SARM 2004-20	Wells Fargo	Wells Fargo
SARM 2004-9XS	Wells Fargo	Wells Fargo
SARM 2005-11	Wells Fargo	Wells Fargo
SARM 2005-12	Wells Fargo	Wells Fargo
SARM 2005-15	Wells Fargo	Wells Fargo
SARM 2005-17	Wells Fargo	Wells Fargo
SARM 2005-20	Wells Fargo	Wells Fargo
SARM 2007-11	Wells Fargo	Wells Fargo
SARM 2007-1	Wells Fargo	Wells Fargo
SARM 2007-2	Wells Fargo	Wells Fargo
SARM 2007-3	Wells Fargo	Wells Fargo
SARM 2007-4	Wells Fargo	Wells Fargo
SARM 2007-6	Wells Fargo	Wells Fargo
SASCO 2003-15A	Wells Fargo	Wells Fargo
SASCO 2003-26A	Wells Fargo	Wells Fargo
SASCO 2003-34A	Wells Fargo	Wells Fargo
SASCO 2003-6A	Wells Fargo	Wells Fargo
SASCO 2003-S2	Wells Fargo	Wells Fargo
SASCO 2005-S6	Wells Fargo	Wells Fargo
SASCO 2005-S7	Wells Fargo	Wells Fargo
SASCO 2007-BC1	Wells Fargo	Wells Fargo
SASCO 2007-MN1	Wells Fargo	Wells Fargo
SASCO 2007-OS1	Wells Fargo	Wells Fargo

Schedule III

Investment Funds

Goldman Sachs Financial Square Treasury Instruments Fund Institutional (Ticker: FTIXX)	Fidelity Institutional Money Market Funds Treasury Only Portfolio Class 1 (Ticker: FSIXX)
Morgan Stanley Institutional Liquidity Funds Treasury Securities Portfolio Institutional (Ticker: MSUXX)	Federated U.S. Treasury Cash Reserves Institutional (Ticker: UTIXX)