



MORNINGSTAR CREDIT RATINGS, LLC

REPRESENTATIONS, WARRANTIES, & ENFORCEMENT MECHANISMS – SRPT 2014 - STAR

This report describes the representations, warranties and enforcement mechanisms available to investors for these securities and set forth in the related mortgage purchase agreement(s) and/or servicing agreement, as applicable, posted as of October 21, 2014 and October 22, 2014, respectively, and compares them to the representations, warranties and enforcement mechanisms generally anticipated by Morningstar, based on the following considerations, to be available to investors for similar securities. In determining the representations, warranties and enforcement mechanisms that we expect to see with similar securities, we examined the standard representations and warranties established by Commercial Real Estate Finance Council as of March 2011; and relied on our knowledge of industry standards, our experience with Morningstar rated transactions, our general CMBS market knowledge and the advice of our counsel. Morningstar may change the representations, warranties and enforcement mechanisms described in section II below at any time and/or the format, scope or method of comparison based on Morningstar's policies and procedures and/or regulatory changes. Other agencies, investors, sellers or other parties may not have selected, preferred or utilized Morningstar's same basis for comparison. In any event, you are encouraged to perform your own independent analysis and comparison including, without limitation, performing your own review of the relevant underlying documents, schedules, exceptions, defined terms and other information.

We express no opinion as to the sufficiency or quality of these representations, warranties and enforcement mechanisms, including any opinion related to your ability and/or standing to enforce the forgoing or the ability of any seller or related guarantor or any other party to satisfy any repurchase or other obligation. We recommend that you seek the advice of legal counsel with regard to your rights, if any, as an investor related to these representations, warranties and enforcement mechanisms. The information below is not intended to substitute for your own review of any investor reporting packages, agreements, prospectus, documents and information (as supplemented or amended) available to you with respect to this investment or as a substitute for seeking the advice from your legal counsel, financial advisor, or other advisor. Unless otherwise noted in our published methodologies or this report, any differences between the representations, warranties and enforcement mechanisms for this transaction and those we expect from similar securities should not be construed to indicate or imply that these differences were material to Morningstar's rating analysis. As Morningstar's analysis herein was based on Morningstar's review of the respective documents as of the dates referenced herein, any amendments, updates, waivers or modifications to any of such documents subsequent to such review date may alter or change the descriptions provided herein. Morningstar may not receive or be aware of any such amendments, updates, waivers or modifications, and in any event, Morningstar does not undertake to update the information below. In addition, Morningstar has solely relied on the loan purchase agreement(s) and/or servicing agreement posted on the arranger's website as of October 21, 2014 and October 22, 2014, respectively, and has not independently verified the accuracy of the information. The representations and warranties for this transaction are subject to certain exceptions disclosed in the schedules, exhibits or reports to the loan purchase agreement by each seller of the respective mortgage loans to the purchasers. Therefore, you should consider the limited scope of this review when reviewing this report. Any information herein remains subject to the disclaimers and terms of use contained in the corresponding ratings report. This report should not be construed as providing advice related to structuring a transaction or otherwise. Morningstar and its affiliates have no liability or responsibility for the representations, warranties and/or enforcement mechanisms.

I. Representations, Warranties and Enforcement Mechanisms for this Transaction

A. Corporate, enforceability and other related representations and warranties of the sellers

The mortgage loan sellers represent and warrant to the depositor (also referred to in this section as the purchaser) as of the closing date in the mortgage loan purchase agreement (referred to below in this section as the "Agreement"), as follows:

- (i) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized;
- (ii) it has the power and authority to own its property and to carry on its business as now conducted;
- (iii) it has the power to execute, deliver and perform the Agreement;
- (iv) it is in compliance with the laws of the state in which each property is located to the extent necessary so that a subsequent holder of the loan (including, without limitation, the purchaser) that is in compliance with the laws of such state would not be prohibited from enforcing the loan solely by reason of any non-compliance by such seller;
- (v) the execution, delivery and performance of the Agreement have been duly authorized by all requisite action by such seller and will not violate or breach any provision of its organizational documents;
- (vi) assuming the due authorization, execution and delivery of the Agreement by the purchaser, the Agreement constitutes a legal, valid and binding obligation of such seller, enforceable against it in accordance with its terms (except as enforcement thereof may be limited by bankruptcy, receivership, conservatorship, reorganization, insolvency,

moratorium or other laws affecting the enforcement of creditors' rights generally and by general equitable principles regardless of whether enforcement is considered in a proceeding in equity or at law);

(vii) there are no legal or governmental proceedings pending to which such seller is a party or of which any property of such seller is the subject which, if determined adversely to such seller, would reasonably be expected to materially adversely affect (A) the transfer of the loan and the loan documents, (B) the execution and delivery by such seller or enforceability against such seller of the loan or the Agreement or (C) the performance of such seller's obligations under the Agreement; to such seller's knowledge, no such proceedings are threatened by governmental authorities or by others;

(viii) it is not, nor with the giving of notice or lapse of time or both would be, in violation of or in default under any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which such seller is a party or by which it or any of its properties is bound, except for violations and defaults which individually and in the aggregate would not have a material adverse effect on the transactions contemplated in the Agreement; the sale of the loan and the performance by such seller of its obligations under the Agreement and the consummation by such seller of the transactions therein contemplated will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which such seller is a party or by which such seller or any of the property or assets of such seller is bound, nor will any such action result in any violation of the provisions of any applicable law or statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over such seller, or any of its properties, except for conflicts, breaches, defaults and violations that individually or in the aggregate would not reasonably be expected to have a material adverse effect on the transactions contemplated in the Agreement; and no consent, approval, authorization, order, license, registration or qualification of or with any such court or governmental agency or body is required for the consummation by such seller of the transactions contemplated by the Agreement, other than any consent, approval, authorization, order, license, registration or qualification that has been obtained or made or the failure of which to obtain would not individually or in the aggregate reasonably be expected to have a material adverse effect on the transactions contemplated therein;

(ix) it is solvent and the sale of the loan hereunder will not cause it to become insolvent; the sale of the loan is not undertaken with the intent to hinder, delay or defraud any of such seller's creditors; and

(x) the loan was originated by a savings and loan association, savings bank, commercial bank, credit union, or insurance company, which is supervised and examined by a federal or state authority, or by a mortgagee approved by the Secretary of Housing and Urban Development pursuant to Sections 203 and 211 of the National Housing Act.

B. Loan, property and related representations of the sellers

The seller represents and warrants to the purchaser as of the date of the Agreement, in the Agreement as follows:

The seller represents and warrants to the purchaser as of the closing date, in the Agreement as follows:

(1) Such seller is the sole owner of its percentage interest in the transferred loan assets and will transfer its percentage interest in the transferred loan assets and related assets to the purchaser free and clear of any liens, pledges, charges, security interests or encumbrances of any nature.

(2) Except as set forth in the mortgage file, the loan documents have not been modified since the origination of the loan and no property has been released from the lien of the related mortgage.

(3) The loan constitutes a whole loan and not a participation interest or certificate.

(4) To the best of such Seller's Knowledge (as defined below) after due inquiry, (a) there is no monetary or material non-monetary event of default existing under any of the loan documents, (b) there is no event which, with the passage of time or with notice and the expiration of any applicable grace or cure period, would constitute a material event of default under any of the loan documents, and (c) such seller has not waived any event of default.

"Seller's Knowledge" means the actual knowledge of any of the individuals employed by such seller, acting as lender, who were actively involved in the origination of the loan.

C. Depositor Representations and Warranties

The depositor (also referred to in this section as the purchaser) represents and warrants to the mortgage loan seller as of the closing date in the mortgage loan purchase agreement (referred to below in this section as the "Agreement"), as follows:

(i) it is a corporation duly organized, validly existing, and in good standing in the State of Delaware;

(ii) it is duly qualified as a foreign corporation in good standing in all jurisdictions in which ownership or lease of its property or the conduct of its business requires such qualification, except where the failure to be so qualified would not have a material adverse effect on the purchaser, and the purchaser is conducting its business so as to comply in all material respects with the applicable statutes, ordinances, rules and regulations of each jurisdiction in which it is conducting business;

(iii) it has the power and authority to own its property and to carry on its business as now conducted;

(iv) it has the power to execute, deliver and perform the Agreement, and neither the execution and delivery by the purchaser of the Agreement, nor the consummation by the purchaser of the transactions therein contemplated, nor the compliance by the purchaser with the provisions of the Agreement, will (A) conflict with or result in a breach of, or constitute a default under, any of the provisions of the organizational documents of the purchaser or any of the provisions of any law, governmental rule, regulation, judgment, decree or order binding on the purchaser or any of its properties, or any indenture, mortgage, contract or other instrument to which the purchaser is a party or by which it is bound, except for conflicts, breaches or defaults that individually or in the aggregate would not reasonably be expected to have a material adverse effect on the transactions contemplated in the Agreement or (B) result in the creation or imposition of any lien, charge or encumbrance upon any of the purchaser's property pursuant to the terms of any such indenture, mortgage, contract or other instrument;

(v) assuming the due authorization, execution and delivery of the Agreement by the sellers, the Agreement constitutes a legal, valid and binding obligation of the purchaser enforceable in accordance with its terms (except as enforcement thereof may be limited by bankruptcy, receivership, conservatorship, reorganization, insolvency, moratorium

or other laws affecting the enforcement of creditors' rights generally and by general equitable principles regardless of whether enforcement is considered in a proceeding in equity or at law);

(vi) there are no legal or governmental proceedings pending to which the purchaser is a party or of which any property of the purchaser is the subject which, if determined adversely to the purchaser, would interfere with or materially adversely affect the consummation of the transactions contemplated in the Agreement and in the trust and servicing agreement, and to the purchaser's knowledge, no such proceedings are threatened by governmental authorities or by others;

(vii) it is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state municipal or governmental agency, which default would have consequences that would materially adversely affect the condition (financial or other) or operations of the purchaser or its properties or would have consequences that would materially adversely affect its performance under the Agreement;

(viii) it has not dealt with any broker, investment banker, agent or other person, other than the sellers and their respective affiliates, that may be entitled to any commission or compensation in connection with the sale of the loan or the consummation of any of the transactions contemplated by the Agreement; and

(ix) all consents, approvals, authorizations, orders or filings of or with any court or governmental agency or body, if any, required for the execution, delivery and performance of the Agreement by the purchaser have been obtained or made.

In the servicing agreement (references below in this section to the "Agreement" are references to the servicing agreement), the depositor represents and warrants to the other parties thereto that as of the closing date:

(i) the depositor is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware, with full power and authority to own its property, to carry on its business as presently conducted, to enter into and perform its obligations under the Agreement, and to create the trust pursuant to the Agreement;

(ii) the execution, delivery and performance of the Agreement by the depositor have been duly authorized by all necessary corporate action on the part of the depositor; neither the execution, delivery and performance of the Agreement, nor the consummation of the transactions therein contemplated, nor the compliance with the provisions thereof, will conflict with or result in a breach of, or constitute a default under (A) any of the provisions of any law, rule, regulation, judgment, decree or order binding on the depositor, (B) the organizational documents of the depositor, or (C) the terms of any indenture or other agreement or instrument to which the depositor is a party or by which it is bound or any statute, order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over it;

(iii) the execution, delivery and performance by the depositor of the Agreement and the consummation of the transactions contemplated by the Agreement and thereby do not require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any state, federal or other governmental authority or agency, except such as has been obtained, given, effected or taken prior to the date of the Agreement;

(iv) the Agreement has been duly executed and delivered by the depositor and, assuming due authorization, execution and delivery by the other parties thereto, constitutes a valid and binding obligation of the depositor enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other similar laws relating to or affecting the rights of creditors generally, and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or at law);

(v) there are no actions, suits or proceedings pending or, to the best of the depositor's knowledge, threatened or likely to be asserted against or affecting the depositor, before or by any court, administrative agency, arbitrator or governmental body (A) with respect to any of the transactions contemplated by the Agreement or (B) with respect to any other matter which in the judgment of the depositor will be determined adversely to the depositor and will, if determined adversely to the depositor, materially and adversely affect its ability to perform its obligations under the Agreement;

(vi) the depositor is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or governmental agency, which default would materially and adversely affect the ability of the depositor to perform its obligations under the Agreement;

(vii) other than the actions taken pursuant to the Agreement, the depositor has taken no action to impair or encumber the title to the mortgage loan or to subject it to any offsets, defenses or counterclaims during the depositor's ownership thereof;

(viii) the depositor is accounting for the transfer of the mortgage loan as a sale under generally accepted accounting principles and, for federal income tax purposes;

(ix) the depositor is not, and, after giving effect to the transfers contemplated under the Agreement, will not be, insolvent; and

(x) the depositor has not transferred the mortgage loan with an intent to hinder, delay or defraud its creditors.

The representations and warranties of the depositor set forth above shall survive until termination of the Agreement, and shall inure to the benefit of the certificateholders, the trustee, the certificate administrator, the servicer and the special servicer.

D. Master and Special Servicer Representations, Warranties and Covenants

In the servicing agreement (references below in this section to the "Agreement" are references to the servicing agreement) the servicer represents and warrants to the other parties thereto that as of the closing date:

(i) it is a national banking association duly organized, validly existing, and in good standing under the laws of the United States of America; it is, and throughout the term of the Agreement shall remain, duly authorized and qualified to transact business in the jurisdiction where any property is located to the extent required by applicable law and necessary to ensure the enforceability of the mortgage loan in accordance with the terms thereof and of the Agreement; it possesses and shall continue to possess all requisite authority, power, licenses, permits, franchise, and approvals to conduct its business and to execute, deliver, and comply with its obligations under the Agreement;

(ii) the execution and delivery of the Agreement and its performance of and compliance with the terms of the Agreement in the manner contemplated by the Agreement will not violate its articles of association or by-laws, or any other material instrument governing its operations, or any laws, regulations, orders or decrees of any governmental authority applicable to it and will not constitute a default (or any event which, with notice or lapse of time or both, would constitute a default) under any material contract, agreement, or other instrument to which it is a party or which may be applicable to any of its assets, which violation or default would have consequences that would materially and adversely affect its financial condition or its ability to perform its obligations under the Agreement;

(iii) the Agreement constitutes its valid, legal, and binding obligation enforceable against it in accordance with its terms, subject to bankruptcy laws and other similar laws of general application affecting rights of creditors and subject to the application of the rules of equity, including those respecting the availability of specific performance;

(iv) it has the full power and authority to enter into and consummate the transactions contemplated by the Agreement; the Agreement has been duly executed and delivered by it;

(v) all consents, approvals, authorizations, orders or filings of or with any court or governmental agency or body, if any, required for the execution, delivery and performance of the Agreement by it have been obtained or made;

(vi) there is no pending action, suit or proceeding, arbitration or governmental investigation against it, the outcome of which, in its reasonable judgment, could reasonably be expected to prohibit it from entering into the Agreement or materially and adversely affect its ability to perform its obligations under the Agreement; and

(vii) it has errors and omissions insurance and fidelity bond coverage which is in full force and effect and complies with the requirements of Section 3.11(d) of the Agreement.

The representations and warranties of the servicer set forth above shall survive until termination of the Agreement, and shall inure to the benefit of the parties thereto.

In the servicing agreement (references below in this section to the "Agreement" are references to the servicing agreement) the special servicer represents and warrants to the other parties thereto that as of the closing date:

(i) it is a national banking association duly organized, validly existing, and in good standing under the laws of the United States of America; it is, and throughout the term of the Agreement shall remain, duly authorized and qualified to transact business in the jurisdiction where the properties are located to the extent required by applicable law and necessary to ensure the enforceability of the mortgage loan in accordance with the terms thereof and of the Agreement; it possesses and shall continue to possess all requisite authority, power, licenses, permits, franchise, and approvals to conduct its business and to execute, deliver, and comply with its obligations under the Agreement;

(ii) the execution and delivery of the Agreement and its performance of and compliance with the terms of the Agreement in the manner contemplated by the Agreement will not violate its articles of formation or operating agreement, as applicable, or by-laws, or any other material instrument governing its operations, or any laws, regulations, orders or decrees of any governmental authority applicable to it and will not constitute a default (or any event which, with notice or lapse of time or both, would constitute a default) under any material contract, agreement, or other instrument to which it is a party or which may be applicable to any of its assets, which violation or default would have consequences that would materially and adversely affect its financial condition or its ability to perform its obligations under the Agreement;

(iii) the Agreement constitutes its valid, legal, and binding obligation enforceable against it in accordance with its terms, subject to bankruptcy laws and other similar laws of general application affecting rights of creditors and subject to the application of the rules of equity, including those respecting the availability of specific performance;

(iv) it has the full power and authority to enter into and consummate the transactions contemplated by the Agreement; the Agreement has been duly executed and delivered by it;

(v) all consents, approvals, authorizations, orders or filings of or with any court or governmental agency or body, if any, required for the execution, delivery and performance of the Agreement by it have been obtained or made;

(vi) there is no pending action, suit or proceeding, arbitration or governmental investigation against it, the outcome of which, in its reasonable judgment, could reasonably be expected to prohibit it from entering into the Agreement or materially and adversely affect its ability to perform its obligations under the Agreement; and;

(vii) it has errors and omissions insurance and fidelity bond coverage which is in full force and effect or is self-insuring with respect to such risks, in either case, in compliance with the requirements of Section 3.11(d) of the Agreement.

The respective representations and warranties of the special servicer set forth above shall survive until the termination of the Agreement, and shall inure to the benefit of the other parties thereto.

E. Trustee and Other Party Representations and Warranties

In the servicing agreement (references below in this section to the "Agreement" are references to the servicing agreement) the trustee represents and warrants to the other parties thereto that as of the closing date:

(i) the trustee is a national banking association, duly organized, validly existing, and is in good standing under the laws of the United States of America; the trustee possesses and shall continue to possess all requisite authority, power, licenses, permits, franchise and approvals to conduct its business and to execute, deliver and comply with its obligations under the Agreement;

(ii) the execution and delivery of the Agreement by the trustee and its performance and compliance with the terms of the Agreement will not violate the trustee's articles of association or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or result in the breach of, any material contract, agreement or other instrument to which the trustee is a party or which may be applicable to the trustee or any of its assets, which default or breach of such material contract, agreement or other instrument would have a material adverse effect on the trustee's performance of its obligations under the Agreement;

(iii) except to the extent that the laws of any jurisdiction in which a part of the trust fund may be located require that a co trustee or separate trustee be appointed to act with respect to such property as contemplated by Section 8.10 of the Agreement, the trustee has the full power and authority to enter into and consummate the transactions contemplated by the Agreement, has duly authorized the execution, delivery and performance of the Agreement, and has duly executed and delivered the Agreement;

(iv) the Agreement, assuming due authorization, execution and delivery by the other parties thereto, constitutes a valid and binding obligation of the trustee, enforceable against it in accordance with the terms of the Agreement, except as such enforcement may be limited by bankruptcy, insolvency, conservatorship, reorganization, receivership, moratorium or other laws relating to or affecting the rights of creditors generally and by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law);

(v) the trustee, to its actual knowledge, is not in violation of, and the execution and delivery of the Agreement by the trustee and its performance and compliance with the terms of the Agreement will not constitute a violation with respect to, any order or decree of any court or any order, law or regulation of any federal, state, municipal or governmental agency of or in the United States of America having jurisdiction, which violation would have consequences that would materially and adversely affect the condition (financial or other) or operations of the trustee or that would materially affect the performance of its duties under the Agreement or thereunder;

(vi) no consent, approval, authorization or order of, or registration of filing with, or notice to any court, governmental or regulatory agency or body, is required for the execution, delivery and performance by the trustee of the Agreement or if required, such approval has been obtained prior to the closing date;

(vii) to the best of the trustee's knowledge, no litigation is pending or threatened against the trustee which would prohibit its entering into or materially and adversely affect its ability to perform its obligations under the Agreement; and

(viii) the trustee is covered by errors and omissions insurance coverage which is in full force and effect or otherwise complies with the requirements of Section 8.6(b) of the Agreement.

The respective representations and warranties of the trustee and the certificate administrator set forth above shall survive until the termination of the Agreement, and shall inure to the benefit of the other parties thereto.

In the Agreement, the certificate administrator represents and warrants to the other parties thereto that as of the closing date:

(i) it is a national banking association, duly organized, validly existing, and in good standing under the laws of the United States of America; the certificate administrator possesses and shall continue to possess all requisite authority, power, licenses, permits, franchise and approvals to conduct its business and to execute, deliver and comply with its obligations under the Agreement;

(ii) the execution and delivery of the Agreement by the certificate administrator and its performance and compliance with the terms of the Agreement will not violate the certificate administrator's articles of association or constitute a default (or an event which, with notice or lapse of time, or both, would constitute a default) under, or result in the breach of, any material contract, agreement or other instrument to which it is a party or which may be applicable to the certificate administrator or any of its assets, which default or breach of such material contract, agreement or other instrument would have a material adverse effect on the certificate administrator's performance of its obligations under the Agreement;

(iii) the certificate administrator has the full power and authority to enter into and consummate the transactions contemplated by the Agreement, has duly authorized the execution, delivery and performance of the Agreement, and has duly executed and delivered the Agreement;

(iv) the Agreement, assuming due authorization, execution and delivery by the other parties thereto, constitutes a valid and binding obligation of the certificate administrator, enforceable against it in accordance with the terms of the Agreement, except as such enforcement may be limited by bankruptcy, insolvency, conservatorship, reorganization, receivership, moratorium or other laws relating to or affecting the rights of creditors generally and by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law);

(v) the certificate administrator, to its actual knowledge, is not in violation of, and the execution and delivery of the Agreement by the certificate administrator and its performance and compliance with the terms of the Agreement will not constitute a violation with respect to, any order or decree of any court or any order, law or regulation of any federal, state, municipal or governmental agency of or in the United States of America having jurisdiction, which violation would have consequences that would materially and adversely affect the condition (financial or other) or operations of the certificate administrator or that would materially affect the performance of its duties under the Agreement or thereunder;

(vi) no consent, approval, authorization or order of, or registration of filing with, or notice to any court, governmental or regulatory agency or body, is required for the execution, delivery and performance by the certificate administrator of the Agreement or if required, such approval has been obtained prior to the closing date;

(vii) to the best of the certificate administrator's knowledge, no litigation is pending or threatened against the certificate administrator which would prohibit its entering into or materially and adversely affect its ability to perform its obligations under the Agreement; and

(viii) the certificate administrator is covered by errors and omissions insurance coverage which is in full force and effect or otherwise complies with the requirements of Section 8.6(b) of the Agreement.

F. Enforcement Mechanisms

i. Material breach or document defect of loan, property and related representations of seller

The mortgage loan purchase agreement(s) (referred to below in this section as the "Agreement") include(s) the following:

If any document required to be delivered to the purchaser or its designee pursuant to Section 3 of the Agreement is not delivered as and when required, is not properly executed or is defective (any of the foregoing, a "Defect"), or if there is a breach of any representation or warranty made by a seller relating to the loan as set forth in Exhibit

A to the Agreement (a "Breach"), and in either case such Defect or Breach materially and adversely affects the value of the loan or the interest of the purchaser (or the holders of the certificates) therein (a "Material Document Defect" and a "Material Breach," respectively), the party discovering such Material Document Defect or Material Breach shall promptly notify each of the sellers. Notwithstanding the foregoing, no Defect (except for a Defect with respect to the document described in Section 3(i) of the Agreement and the documents described in Section 3(ii)(B), (C) and (H)) of the Agreement shall be considered to be a Material Document Defect unless the document with respect to which the Defect exists is required in connection with (i) an imminent enforcement of the mortgagee's rights or remedies under the loan; (ii) defending any claim asserted by any borrower or third party with respect to the loan; (iii) establishing the validity or priority of any lien on any collateral securing the loan; or (iv) any immediate significant servicing obligations, including without limitation, making a claim under a title policy. Within 90 days of the receipt by the sellers of notice of such Material Document Defect or Material Breach, as the case may be, the sellers shall either (i) repurchase their respective percentage interest in the loan (or the allocable portion of the loan with respect to a property that was the subject of such Material Breach or Material Document Defect equal to their respective percentage interests in the allocated loan amount for such property) at an amount equal to their respective percentage interests of the Repurchase Price (as defined in the trust and servicing agreement), or (ii) promptly cure such Material Document Defect or Material Breach, as the case may be, in all material respects; *provided, however*, that in the event that such Material Breach or Material Document Defect is capable of being cured but not within such 90-day period and the sellers have commenced and is diligently proceeding with the cure of such Material Breach or Material Document Defect, the sellers will have an additional 90 days to complete such cure; *provided, further*, that with respect to such additional 90-day period, each seller shall have delivered an officer's certificate to the certificate administrator, the trustee and the servicer setting forth the reason why such Material Breach or Material Document Defect is not capable of being cured within the initial 90-day period and what actions such seller is pursuing in connection with the cure thereof and stating that such seller anticipates that such Material Breach or Material Document Defect will be cured within the additional 90-day period. For the avoidance of doubt, no Liquidation Fee (as defined in the trust and servicing agreement) will be payable by each seller in connection with a repurchase of its percentage interest in the loan due to a Material Breach or a Material Document Defect under the Agreement.

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The sellers shall be permitted to elect a partial repurchase of their respective percentage interests in the loan pursuant to Section 8 of the Agreement only if the sellers deliver, or cause to be delivered, at the sellers' own expense, to the servicer or the special servicer, as applicable, all of the following: (i) a Rating Agency Confirmation (as defined in the trust and servicing agreement) with respect to the splitting of the loan in connection with the Sellers' repurchase of their respective percentage interests in the loan; (ii) an Opinion of Counsel (as defined in the trust and servicing agreement) for the sellers to the effect that the splitting of the loan occurring in connection with such repurchase will not cause the trust to fail to continue to qualify as a grantor trust for federal income tax purposes; and (iii) such other documents, instruments and opinions as the servicer or the special servicer, as applicable, may reasonably request. For the avoidance of doubt, in the event that the sellers fail to satisfy any of the requirements for a partial repurchase set forth in Section 8(c) to the Agreement in any material respects, each seller shall repurchase its entire respective percentage interest in the loan pursuant to Section 8(a) to the Agreement.

ii. Master and special servicer events of default/termination

The servicing agreement (references below in this section to the "Agreement" are to the servicing agreement) includes, among other events, the following as a "Servicer Termination Event" or "Special Servicer Termination Event" with respect to the servicer or special servicer, as the case may be: any failure by the servicer or the special servicer, as applicable, to observe or perform in any material respect any other of its covenants or agreements or the material breach of its representations or warranties under the Agreement, which failure or breach shall continue unremedied for a period of 30 days after the date on which written notice of such failure or breach is given to the servicer or special servicer, as applicable, by the trustee or to the servicer or special servicer, as applicable, and the trustee by the holders of certificates having greater than 25% of the aggregate voting rights of all then outstanding certificates; provided, however, that with respect to any such failure or breach that is not curable within such 30-day period, the servicer or the special servicer, as applicable, will have an additional cure period of 30 days to effect such cure so long as the servicer or the special servicer, as appropriate, has commenced to cure such failure within the initial 30-day period and has provided the trustee with an officer's certificate certifying that it has diligently pursued, and is continuing to diligently pursue, such cure;

Upon the occurrence of any Servicer Termination Event or Special Servicer Termination Event, unless such Servicer Termination Event or Special Servicer Termination Event has been cured or waived, the trustee shall (i) provide written notice to the depositor and the certificate administrator and the certificate administrator shall post notice of the same upon its receipt thereof on the certificate administrator's website; (ii) provide written notice to the Rating Agencies, subject to Section 10.16 of the Agreement; and (iii) provide notice thereof to all certificateholders by mail to the addresses set forth on the certificate register. For avoidance of doubt, (i) the occurrence of a Servicer Termination Event with respect to the servicer shall not cause there to have occurred a Special Servicer Termination Event with respect to the special servicer unless the relevant event also constitutes a Special Servicer Termination Event and (ii) the occurrence of a Special Servicer Termination Event with respect to the special servicer shall not cause there to have occurred a Servicer Termination Event with respect to the servicer unless the relevant event also constitutes a Servicer Termination Event.

If a Servicer Termination Event or Special Servicer Termination Event shall occur then, and in each and every such case, so long as such Servicer Termination Event or Special Servicer Termination Event shall not have been remedied, either (i) the trustee may, or (ii) upon the written direction of holders of certificates having at least 25% of the voting rights (taking into account the application of the Appraisal Reduction Amount to notionally reduce the certificate balances of the certificates) of the certificates, the trustee shall terminate all of the rights and obligations of the servicer or the special servicer, as applicable, under the Agreement, other than rights and obligations accrued prior to such termination, and in and to the mortgage loan and the proceeds thereof by notice in writing to the servicer or the special servicer, as applicable. Upon any termination of the servicer or the special servicer, as applicable, and appointment of a successor to the servicer or the special servicer, as applicable, the trustee shall promptly notify the certificate administrator and the certificate administrator shall post to the certificate administrator's website such written notice thereof to the depositor and the certificateholders and, comply with giving notice to the Rating Agencies pursuant to Section 10.17 of the Agreement.

iii. Trustee and other party removal

The servicing agreement (references below in this section to the "Agreement" are to the servicing agreement) includes the following: If at any time any of the following occur: (x) the trustee or certificate administrator shall cease to be eligible in accordance with the provisions of Section 8.6 of the Agreement and shall fail to resign after written request for the trustee's or the certificate administrator's resignation by the depositor, the servicer or the special servicer, as applicable; (y) the trustee or the certificate administrator shall materially default in the performance of its obligations under the Agreement; or (z) if at any time the trustee or the certificate administrator shall become incapable of action, or shall be adjudged a bankrupt or insolvent, or a receiver of the trustee or the certificate administrator or of either of their property shall be appointed, or any public officer shall take charge or control of the trustee or certificate administrator or of its property or affairs for the purpose of rehabilitation, conservation or liquidation then, in any such case, (1) the depositor may remove the trustee or the certificate administrator, as applicable, and appoint a successor trustee or certificate administrator, as applicable, by written instrument, in duplicate, executed by an authorized officer of the depositor, one copy of which instrument shall be delivered to the trustee or the certificate administrator, as applicable, so removed and one copy to the successor trustee or certificate administrator, as

applicable, or (2) any certificateholder who has been a bona fide certificateholder for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the trustee or the certificate administrator and the appointment of a successor trustee or certificate administrator, as applicable. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, remove the trustee or certificate administrator, as applicable, which removal and appointment shall become effective upon acceptance of appointment by the successor trustee or certificate administrator, as applicable, as provided in Section 8.8 of the Agreement. The successor trustee or certificate administrator, as applicable, so appointed by such court shall immediately and without further act be superseded by any successor trustee or certificate administrator, as applicable, appointed by the certificateholders as provided below within one year from the date of appointment by such court. Holders of certificates evidencing, in the aggregate, not less than a majority of the voting rights of the outstanding certificates, may at any time remove the trustee or the certificate administrator and appoint a successor trustee or certificate administrator, as applicable, by written instrument or instruments, in triplicate, signed by such holders or their attorney-in-fact duly authorized, one complete set of which instrument or instruments shall be delivered to the depositor (with a copy to the servicer and special servicer and the mortgage loan borrowers), one complete set to the trustee or the certificate administrator, as applicable, so removed and one complete set to the successor(s) so appointed. Subject to Section 10.17 of the Agreement, notice of any removal of the trustee or the certificate administrator and acceptance of appointment by the successor trustee or the certificate administrator shall be given to the Rating Agencies by the successor trustee or the certificate administrator, as applicable. No removal of the trustee or the certificate administrator shall be effective until all reasonable fees, costs, expenses and Advances (including interest thereon) have been paid to the trustee or certificate administrator, as applicable, in full.

iv. Limitations on certificateholders

The servicing agreement (references below in this section to the "Agreement" are to the servicing agreement) includes:

No certificateholder, solely by virtue of its status as a certificateholder, shall have any right by virtue or by availing itself of any provisions of the Agreement to institute any suit, action or proceeding in equity or at law upon or under or with respect to the Agreement, unless such holder previously shall have given to the trustee a written notice of a Servicer Termination Event or Special Servicer Termination Event, as the case may be, and of the continuance thereof, as in the Agreement before provided, and unless the holders of certificates aggregating not less than 25% of the voting rights of the certificates shall also have made written request upon the trustee to institute such action, suit or proceeding in its own name as trustee under the Agreement and shall have offered to the trustee such reasonable indemnity as it may require against the costs, expenses, and liabilities to be incurred therein or thereby, and the trustee, for 60 days after its receipt of such notice, request and offer of indemnity, shall have neglected or refused to institute any such action, suit or proceeding

II. Representations, Warranties and Enforcement Mechanisms in Similar Transactions

A. Corporate, enforceability and other related representations and warranties of the sellers

Morningstar generally expects the following representations and warranties from the loan seller in all transactions involving similar securities:

1. Due organization, valid existence and good standing. The loan seller is an entity duly organized, validly existing and in good standing under the laws of the state of organization or formation of the loan seller.
2. Power and Authority. The loan seller has the power and authority to carry on its business and to execute, deliver and perform under the loan purchase and sale agreement and other applicable documents.
3. Duly Qualified to Conduct Business. The loan seller is duly qualified to conduct business in all state(s) necessary to its performance under the loan purchase and sale agreement and other applicable documents.
4. Compliance with Laws. The loan seller is in compliance with the laws of each state in which any property is located (to the extent necessary in order for a subsequent holder of the loan(s) to enforce the loan(s)).
5. Duly Authorized. The execution, delivery and performance of the loan purchase and sale agreement and other applicable documents have been duly authorized by all requisite action of the loan seller.
6. Execution and Delivery. The loan purchase and sale agreement and other applicable documents have been duly executed and delivered by the loan seller.
7. Enforceability. The loan purchase and sale agreement and other applicable documents constitute the legal, valid and binding obligation of the loan seller, enforceable against it in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditor's rights generally and by general principles of equity.
8. No Violation of Organizational Documents. The execution, delivery and performance of the loan purchase and sale agreement and other applicable documents will not violate or breach any provision of the loan seller's organizational documents.
9. No Litigation/Proceedings. There are no legal or governmental proceedings pending or threatened to which the loan seller is a party or of which any property of the loan seller is the subject that, if determined adversely to the loan seller, would reasonably be expected to adversely affect (A) the transfer of the loan(s) and/or (B) the execution, delivery or performance of its obligations by the loan seller or the enforceability against the loan seller of the loan(s) or the loan purchase and sale agreement and other applicable documents.
10. No Violation of Agreements. The execution, delivery and performance of the loan purchase and sale agreement and other applicable documents do not and will not violate or breach any provision or cause a default under any agreement or instrument to which the loan seller is a party.

11. **No Violation of Law:** The execution, delivery and performance of the loan purchase and sale agreement and other applicable documents do not and will not violate or breach any provisions of any law, statute, order, decree, rule or regulation.

12. **No Consents Needed.** No consent, approval, authorization, order, license, registration or qualification of or with any court or governmental agency or body is required for the execution, delivery and performance of the loan seller of the loan purchase and sale agreement and other applicable documents, other than any consent, approval, authorization, order, license, registration or qualification that has been obtained.

13. **Solvency.** The loan seller is solvent and the sale of the loan(s) under the loan purchase and sale agreement and other applicable documents will not cause it to become insolvent. The sale of the loan(s) is not undertaken with the intent to hinder, delay or defraud any of the loan seller's creditors.

B. Loan, property and related representations of the sellers

Below are the respective loan, property related representations and warranties, Morningstar generally expects to see with respect to similar stand-alone transactions.

1. **Sole Owner, No Liens.** The loan seller is the sole owner of the loan and will transfer the loan to the purchaser free and clear of any liens, pledges, charges, security interests or encumbrances of any nature.

2. **No Modifications.** Except as set forth in the mortgage file delivered to the purchaser, the loan documents have not been modified since the origination of the loan and no property or other collateral has been released from the lien of any mortgage.¹

3. **Whole Loan.** The loan is a whole loan and not a participation interest.

4. **No Defaults.** There is no event of default existing under any of the loan documents or event which, with the passage of time or with notice and the expiration of any applicable grace or cure period, would constitute an event of default under any of the loan documents. The loan seller has not waived any event of default.

5. **Tax Representation.** While Morningstar does not require a particular form of representation and warranty regarding tax matters, Morningstar expects and the loan seller typically provides a representation and warranty regarding whether the loan is qualified or sufficient for tax purposes based on the tax structure of the transaction.

6. **Assignments.** The assignment(s) of mortgage(s) and assignment(s) of assignment(s) of leases constitute legal, valid and binding assignments and each related mortgage and assignment of leases is freely assignable without the consent of the related mortgagor.

C. Depositor Representations and Warranties

Morningstar generally expects the following representations and warranties from the depositor in the loan purchase and sale agreement made as of the closing date to the seller:

1. **Due organization, valid existence and good standing.** The depositor is an entity duly organized, validly existing and in good standing under the laws of the state of its organization or formation.

2. **Power and Authority.** The depositor has the power and authority to carry on its business and to execute, deliver and perform under the loan purchase and sale agreement.

3. **Duly Qualified to Conduct Business.** The depositor is duly qualified to conduct business in all state(s) necessary to its performance under the loan purchase and sale agreement.

4. **Duly Authorized.** The execution, delivery and performance of the loan purchase and sale agreement have been duly authorized by all requisite action of the depositor.

5. **Execution and Delivery.** The loan purchase and sale agreement has been duly executed and delivered by the depositor.

6. **Enforceability.** The loan purchase and sale agreement constitutes the legal, valid and binding obligation of the depositor, enforceable against it in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditor's rights generally and by general principles of equity.

7. **No Violation of Organizational Documents.** The execution, delivery and performance of the loan purchase and sale agreement will not violate or breach any provision of the depositor's organizational documents.

8. No Litigation/Proceedings. There are no legal or governmental proceedings pending or threatened to which the depositor is a party or of which any property of the depositor is the subject that, if determined adversely to the depositor, would reasonably be expected to adversely affect (A) the transfer of the loan(s) and/or (B) the execution, delivery or performance of its obligations by the depositor or the enforceability against the depositor of the loan(s) or the loan purchase and sale agreement.
9. No Violation of Agreements. The execution, delivery and performance of the loan purchase and sale agreement do not and will not violate or breach any provision or cause a default under any agreement or instrument to which the depositor is a party.
10. No Violation of Law. The execution, delivery and performance of the loan purchase and sale agreement do not and will not violate or breach any provisions of any law, statute, order, decree, rule or regulation.
11. No Consents Needed. No consent, approval, authorization, order, license, registration or qualification of or with any court or governmental agency or body is required for the execution, delivery and performance of the depositor of the loan purchase and sale agreement, other than any consent, approval, authorization, order, license, registration or qualification that has been obtained.

The depositor also makes substantially similar representations and warranties as those listed above in, and with reference to, the servicing agreement as of the closing date to the trustee, master servicer, special servicer and other servicing agreement parties, as applicable, together with the following representations and warranties:

12. Title to Loans, Transfer Free and Clear. Immediately prior to the transfer of the loans to the trustee pursuant to the servicing agreement, the depositor had good title to, and was the sole owner of, the loans and had the right to transfer, and is transferring, the loans free and clear of any and all liens, pledges, charges, security interests and other encumbrances.
13. Conveyance. The depositor is not transferring the loans to the trustee with any intent to hinder, delay or defraud its present or future creditors.

The representations and warranties in the relevant agreement survive execution and delivery of the relevant agreement.

D. Master and Special Servicer Representations, Warranties and Covenants

Morningstar generally expects the following representations and warranties from the Servicer (referring to both the master servicer and the special servicer, each making such representations, warranties and covenants as to itself only) in the servicing agreement made as of the closing date to the trustee, master servicer, special servicer and depositor:

1. Due organization, valid existence and good standing. The servicer is an entity duly organized, validly existing and in good standing under the laws of the state of its organization or formation.
2. Power and Authority. The servicer has the power and authority to carry on its business and to execute, deliver and perform under the servicing agreement.
3. Duly Authorized. The execution, delivery and performance of the servicing agreement have been duly authorized by all requisite action of the servicer.
4. Compliance with Laws. The servicer is in compliance with the laws of each state in which any property is located to the extent necessary to perform its obligations under the servicing agreement in all material respects.
5. Execution and Delivery. The servicing agreement has been duly executed and delivered by the servicer.
6. Enforceability. The servicing agreement constitutes the legal, valid and binding obligation of the servicer, enforceable against it in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditor's rights generally and by general principles of equity.
7. No Violation of Organizational Documents. The execution, delivery and performance of the servicing agreement will not violate or breach any provision of the servicer's organizational documents.
8. No Litigation/Proceedings. There are no legal or governmental proceedings pending or threatened to which the servicer is a party or of which any property of the servicer is the subject that, if determined adversely to the servicer, would reasonably be expected to adversely affect the execution, delivery or performance of its obligations by the servicer or the enforceability against the servicer of the servicing agreement.
9. No Violation of Agreements. The execution, delivery and performance of the servicing agreement do not and will not violate or breach any provision or cause a default under any agreement or instrument to which the servicer is a party.
10. No Violation of Law. The execution, delivery and performance of the servicing agreement do not and will not violate or breach any provisions of any law, statute, order, decree, rule or regulation.

11. No Consents Needed. No consent, approval, authorization, order, license, registration or qualification of or with any court or governmental agency or body is required for the execution, delivery and performance of the servicer of the servicing agreement, other than any consent, approval, authorization, order, license, registration or qualification that has been obtained.

12. Errors and Omissions, Fidelity Bond. The servicer has errors and omissions insurance (and if applicable, fidelity bond) in full force and effect and in the amounts and with the coverage required by the servicing agreement.

The representations, warranties and covenants in the servicing agreement survive execution and delivery of the servicing agreement.

E. Trustee and Other Party Representations and Warranties

Morningstar generally expects the following representations and warranties from the Trustee in the servicing agreement made as of the closing date to the master servicer, special servicer and depositor:

1. Due organization, valid existence and good standing. The trustee is an entity duly organized, validly existing and in good standing under the laws of the state of its organization or formation.

2. Power and Authority. The trustee has the power and authority to carry on its business and to execute, deliver and perform under the servicing agreement.

3. Duly Authorized. The execution, delivery and performance of the servicing agreement have been duly authorized by all requisite action of the trustee.

4. Execution and Delivery. The servicing agreement has been duly executed and delivered by the trustee.

5. Enforceability. The servicing agreement constitutes the legal, valid and binding obligation of the trustee, enforceable against it in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditor's rights generally and by general principles of equity.

6. No Violation of Organizational Documents. The execution, delivery and performance of the servicing agreement will not violate or breach any provision of the trustee's organizational documents.

7. No Litigation/Proceedings. There are no legal or governmental proceedings pending or threatened to which the trustee is a party or of which any property of the trustee is the subject that, if determined adversely to the trustee, would reasonably be expected to adversely affect the execution, delivery or performance of its obligations by the trustee or the enforceability against the trustee of the servicing agreement.

8. No Violation of Agreements. The execution, delivery and performance of the servicing agreement do not and will not violate or breach any provision or cause a default under any agreement or instrument to which the trustee is a party.

9. No Violation of Law. The execution, delivery and performance of the servicing agreement do not and will not violate or breach any provisions of any law, statute, order, decree, rule or regulation.

10. No Consents Needed. No consent, approval, authorization, order, license, registration or qualification of or with any court or governmental agency or body is required for the execution, delivery and performance of the trustee of the servicing agreement, other than any consent, approval, authorization, order, license, registration or qualification that has been obtained.

Any certificate administrator, paying agent or similar party performing enumerated functions under the servicing agreement make substantially similar representations and warranties to those made by the trustee set forth above. The representations and warranties in the servicing agreement survive execution and delivery of the servicing agreement.

F. Enforcement Mechanisms

i. Material breach or document defect of loan, property and related representations of seller

Repurchase or Cure. A material breach of a loan or property representation or warranty made by the loan seller or a material document defect (i.e., a document has not been delivered as required, has not been properly executed or is defective on its face) impacting the value of the loan or property or rights or interests of the trustee or certificate holders give rise to an obligation by the loan seller to either (i) cure such breach or defect or (ii) repurchase the applicable mortgage loan(s) at the repurchase price, in each case, within 90 days from the earlier of notice to, or discovery by, the loan seller of such breach or defect. The repurchase price includes principal, accrued interest, unpaid servicing advances, interest on servicing advances, trust fund expenses and costs of enforcement.

Partial Repurchase or Substitution. If the repurchase obligation is triggered by a material breach or document defect relating to a multi-property loan and the breach or document defect affects only one (or some) of the property(ies), any permitted partial repurchase or substitution shall comport with the following:

- a. in the case of a partial repurchase right, the following conditions are required: (i) fulfillment of any conditions required under the loan documents for partial release, (ii) uncrossing of the repurchased/released portion(s) from the remaining properties, (iii) delivery of an applicable tax opinion, (iv) rating confirmation and (v) payment of a repurchase price (which amount may be calculated based on the allocated release amount provided in the loan documents for such portion being repurchased); and
- b. in the case of a substitution, the following conditions are required: (i) delivery of an applicable tax opinion, (ii) payment of any amounts, costs or expenses to ensure the trust is made whole by the substitute property, (iii) rating confirmation and (iv) other requirements related to the type and nature of the substitute collateral.

Pursuant to the servicing agreement, if a party discovers or receives notice of a material breach or document defect, such party shall give notice to the other parties to the servicing agreement and the party(ies) enumerated in the servicing agreement shall request in writing that the seller cure such breach or defect or repurchase the applicable mortgage loan(s).

ii. Master and special servicer events of default/termination

A breach of the representations and warranties made by the master servicer and special servicer, as applicable, may give rise to an event of default and subject the servicer to termination under the servicing agreement.

In order for such breach to result in the termination of the master or special servicer, the following conditions are required:

- a. the breach materially and adversely affects the interests of any class of certificate holders, and
- b. the breach is not remedied within 30 days after notice of such breach requiring the same to be remedied has been given to the servicer which period is subject to an additional 30 day cure period provided the defaulting servicer has commenced to cure and is diligently pursuing such cure,

Upon the occurrence of (a) and (b), the trustee (or other applicable party) may, and at the written direction of the directing certificateholder or certificateholders entitled to a specified percentage (such as 25%) of voting rights, the trustee shall, terminate the defaulting servicer.

iii. Trustee removal

The trustee may be removed if any of the following occur: (i) the trustee ceases to meet the eligibility requirements set forth in the servicing agreement, (ii) the trustee becomes incapable of acting as trustee, and/or (iii) the trustee is adjudged bankrupt or insolvent or a receiver of the trustee or its property is appointed.

The depositor may remove the trustee (a) if the trustee ceases to be eligible in accordance with the requirements of the servicing agreement and the trustee does not resign after written request from the depositor or (b) in the event of any of the circumstances in (ii) or (iii) of the preceding paragraph.

iv. Other party removal

The certificate administrator, paying agent and similar parties performing "trustee" functions are subject to substantially similar removal provisions as the trustee enumerated above.

v. Limitations on certificateholders

No certificate holder shall have any right to institute any suit, action or proceeding in equity or at law upon or under or with respect to the servicing agreement or any mortgage loan, unless (i) such certificate holder previously shall have given to the trustee a written notice of default and of the continuance thereof, as provided in the servicing agreement, (ii) the certificate holders of the voting rights of any class of certificates affected thereby shall have made written request to the trustee to institute such action, suit or proceeding in its own name as trustee under the servicing agreement and shall have offered to the trustee such reasonable indemnity as it may require against the costs, expenses and liabilities to be incurred, and (iii) the trustee, for 60 days after receipt of such notice, request and offer of indemnity, shall have neglected or refused to institute any such action, suit or proceeding. It is understood and intended, and expressly covenanted by each certificateholder with every other certificateholder and the trustee, that no one or more holders of any class of certificates shall have any right to affect, disturb or prejudice the rights of the holders of any other of such certificates, or to obtain or seek to obtain priority over or preference to any other such holder, or to enforce any right under the servicing agreement, except in the manner enumerated in the servicing agreement and for the equal, ratable and common benefit of all holders of certificates of such class.