APPENDIX I-4 FORMS OF CROSS-DEFAULT AGREEMENTS

Applicability: Ginnie Mae I MBS Program and Ginnie Mae II MBS Program.

Each attached form of Cross-Default Agreement is designed to be used for the combination of parties set forth beside its identifying number in the following list:

- Form 1 Subsidiary applicant for Issuer status, existing Issuer subsidiary, and Ginnie Mae. Form 2 Two subsidiary applicants for Issuer status and Ginnie Mae. Form 3 Parent applicant for Issuer status, existing Issuer subsidiary, and Ginnie Mae. Form 4 Subsidiary applicant for Issuer status, two existing Issuer subsidiaries, and Ginnie Mae. Form 5 Two existing Issuer subsidiaries and Ginnie Mae. Form 6 Existing Issuer parent, existing Issuer subsidiary, and Ginnie Mae. Form 7 Existing Issuer parent, subsidiary applicant for Issuer status, and Ginnie Mae Form 8 Three existing Issuer subsidiaries, one subsidiary applicant for Issuer status, and Ginnie Mae. Form 9 One existing Issuer subsidiary, three subsidiary applicants for Issuer status, and Ginnie Mae
- Form 11 Four existing Issuer subsidiaries, one subsidiary applicant for Issuer status, and Ginnie

Three existing Issuer subsidiaries and Ginnie Mae.

Form 10

Form 11 Four existing Issuer subsidiaries, one subsidiary applicant for Issuer status, and Ginnic Mae

Date: 10/01/07 1 Appendix I-4

FORM 1

OMB No. 2503-0033 (Exp. 03/31/2015)

Public reporting for this information collection is estimated to average 3 minutes per response, including the time for reviewing instructions, searching existing data sources and gathering and completing the requested information.

Ginnie Mae may not collect this information, and you are not required to complete this form, unless it displays a valid OMB control number.

The information is required by Section 306(g) of the National Housing Act and/or the Ginnie Mae Handbook, 5500.3, Rev. 1. Ginnie Mae requires this agreement to ensure that when related business entities are concurrently qualified to serve as Ginnie Mae Issuers, each using its own Issuer identification number, that those entities provide Ginnie Mae with additional financial assurances and protections to mitigate risk. The information collected will not be disclosed outside the Department except as required by law.

CROSS-DEFAULT AGREEMENT

CROSS-DEFAULT AUREEMENT
This CROSS-DEFAULT AGREEMENT is entered into on this day of, 20, by and between the GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, a body corporate organized and existing under the laws of the United States within the Department of Housing and Urban Development (hereinafter "Ginnie Mae"), [Subsidiary Issuer 1], a corporation or organization formed under the laws of, and [Subsidiary Issuer 2], a corporation or organization formed under the laws of
WHEREAS, [Subsidiary Issuer 1] is a Ginnie Mae Issuer in good standing and has entered into one or more Guaranty Agreements (each, a "Guaranty Agreement"), pursuant to the Ginnie Mae MBS Program, or Contractual Agreements (each, a "Contractual Agreement"), pursuant to the Ginnie Mae II MBS Program, with Ginnie Mae and may enter into additional Guaranty Agreements with Ginnie Mae pursuant to the Ginnie Mae MBS Program;
WHEREAS, [Subsidiary Issuer 2] has applied to Ginnie Mae for approval as a Ginnie Mae Issuer and may enter into one or more Guaranty Agreements with Ginnie Mae pursuant to the Ginnie Mae MBS Program;
WHEREAS, Ginnie Mae requires that when related entities are qualified to serve as Ginnie Mae Issuers at the same time with separate Issuer numbers, those entities must provide Ginnie Mae with additional financial assurances and protections;
NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:
1. <u>Issuer Approval</u> . Ginnie Mae approves [Subsidiary Issuer 2] as a Ginnie Mae Issuer and assigns it Issuer number
2. <u>Cross-default</u> . [Subsidiary Issuer 1] and [Subsidiary Issuer 2] (each a "Subsidiary")

Date: 10/01/07 Form 1-1 Appendix I-4

agree that any event of default by one Subsidiary pursuant to any Guaranty Agreement or Contractual Agreement to which it is a party shall constitute an event of default by the other Subsidiary under each Guaranty Agreement or Contractual Agreement to which it is a party. Such a cross-default shall entitle

Agreements and Contractual Agreements and to pursue any and all other remedies that Ginnie Mae may

Ginnie Mae to perfect its rights in all of the pooled mortgages, pooled Participations and related mortgages and custodial accounts of both Subsidiaries in accordance with the related Guaranty

have against each Subsidiary pursuant to such Guaranty Agreements or Contractual Agreements.

3.Amendments to Guaranty Agreements. This Cross-Default Agreement shall constitute an amendment to each existing Guaranty Agreement or Contractual Agreement and to each future Guaranty Agreement between Ginnie Mae and one of the Subsidiaries. This Cross-Default Agreement shall be effective from the date hereof until otherwise terminated by the written agreement of the parties hereto.

Executed this	day of	, 20
ATTEST:	, Secretary	[Subsidiary Issuer 1] (Company Name) By: Name: Title:
CORPORATE SEAL		Date:
ATTEST:	, Secretary	[Subsidiary Issuer 2] (Company Name) By: Name: Title: Date:
CORPORATE SEAL		
ATTEST:	, Secretary	Government National Mortgage Association By: Name: Title: Date:

CORPORATE SEAL

Date: 10/01/07 Form 1-2 Appendix I-4

FORM 2

OMB No. 2503-0033 (Exp. 03/31/2015)

Public reporting for this information collection is estimated to average 3 minutes per response, including the time for reviewing instructions, searching existing data sources and gathering and completing the requested information.

Ginnie Mae may not collect this information, and you are not required to complete this form, unless it displays a valid OMB control number.

The information is required by Section 306(g) of the National Housing Act and/or the Ginnie Mae Handbook, 5500.3, Rev. 1. Ginnie Mae requires this agreement to ensure that when related business entities are concurrently qualified to serve as Ginnie Mae Issuers, each using its own Issuer identification number, that those entities provide Ginnie Mae with additional financial assurances and protections to mitigate risk. The information collected will not be disclosed outside the Department except as required by law.

CROSS-DEFAULT AGREEMENT

CROSS BETTEEL TROREENETY
This CROSS-DEFAULT AGREEMENT is entered into on this day of, 20, by and between the GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, a body corporate organized and existing under the laws of the United States within the Department of Housing and Urban Development (hereinafter "Ginnie Mae"), [Subsidiary Issuer 1], a corporation or organization formed under the laws of, and [Subsidiary Issuer 2], a corporation or organization formed under the laws of
WHEREAS, each of [Subsidiary Issuer 1] and [Subsidiary Issuer 2] has applied to Ginnie Mae for approval as a Ginnie Mae Issuer and may enter into one or more Guaranty Agreements (each a "Guaranty Agreement") with Ginnie Mae pursuant to the Ginnie Mae MBS Program;
WHEREAS, Ginnie Mae requires that when related entities are qualified to serve as Ginnie Mae Issuers at the same time with separate Issuer numbers, those entities must provide Ginnie Mae with additional financial assurances and protections;
NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:
1. <u>Issuer Approval</u> . Ginnie Mae approves [Subsidiary Issuer 1] as a Ginnie Mae Issuer and assigns it Issuer number and approves [Subsidiary Issuer 2] as a Ginnie Mae Issuer and assigns it Issuer number

- 2. <u>Cross-default</u>. [Subsidiary Issuer 1] and [Subsidiary Issuer 2] (each a "Subsidiary") agree that any event of default by one Subsidiary pursuant to any Guaranty Agreement or Contractual Agreement to which it is a party shall constitute an event of default by the other Subsidiary under each Guaranty Agreement or Contractual Agreement to which it is a party. Such a cross-default shall entitle Ginnie Mae to perfect its rights in all of the pooled mortgages, pooled Participations and related mortgages and custodial accounts of both Subsidiaries in accordance with the related Guaranty Agreements and Contractual Agreements and to pursue any and all other remedies that Ginnie Mae may have against each Subsidiary pursuant to such Guaranty Agreements or Contractual Agreements.
- 3. <u>Amendments to Guaranty Agreements</u>. This Cross-Default Agreement shall constitute an amendment to each Guaranty Agreement that is entered into between Ginnie Mae and one of the Subsidiaries. This Cross-Default Agreement shall be effective from the date hereof until otherwise terminated by the written agreement of the parties hereto.

Executed this		day of, 20
ATTEST:		[Subsidiary Issuer 1] (Company Name)
		By: Name:
	_ , Secretary	Title: Date:
CORPORATE SEAL		
ATTEST:		[Subsidiary Issuer 2] (Company Name)
		By: Name:
	_ , Secretary	Title: Date:
CORPORATE SEAL		
ATTEST:		Government National Mortgage Association
		By:
	, Secretary	Name: Title:
	_ ′ ′	Date:

CORPORATE SEAL

FORM 3

OMB No. 2503-0033 (Exp. 03/31/2015)

Public reporting for this information collection is estimated to average 3 minutes per response, including the time for reviewing instructions, searching existing data sources and gathering and completing the requested information.

Ginnie Mae may not collect this information, and you are not required to complete this form, unless it displays a valid OMB control number.

The information is required by Section 306(g) of the National Housing Act and/or the Ginnie Mae Handbook, 5500.3, Rev. 1. Ginnie Mae requires this agreement to ensure that when related business entities are concurrently qualified to serve as Ginnie Mae Issuers, each using its own Issuer identification number, that those entities provide Ginnie Mae with additional financial assurances and protections to mitigate risk. The information collected will not be disclosed outside the Department except as required by law.

CROSS-DEFAULT AGREEMENT

This CROSS-DEFAULT AGREEM		day of,
20, by and between the GOVERNMEN	T NATIONAL MORTGAGE A	ASSOCIATION, a body
corporate organized and existing under the l	laws of the United States within	the Department of Housing
and Urban Development (hereinafter "Ginn	ie Mae"), [Subsidiary Issuer], a	corporation or organization
formed under the laws of	_, and [Parent Issuer], a corpora	tion or organization formed
under the laws of .		_

WHEREAS, [Subsidiary Issuer] is a Ginnie Mae Issuer in good standing and has entered into one or more Guaranty Agreements (each, a "Guaranty Agreement"), pursuant to the Ginnie Mae MBS Program, or Contractual Agreements (each, a "Contractual Agreement"), pursuant to the Ginnie Mae II MBS Program, with Ginnie Mae and may enter into additional Guaranty Agreements with Ginnie Mae pursuant to the Ginnie Mae MBS Program;

WHEREAS, [Parent Issuer] has applied to Ginnie Mae for approval as a Ginnie Mae Issuer and may enter into one or more Guaranty Agreements with Ginnie Mae pursuant to the Ginnie Mae MBS Program;

WHEREAS, Ginnie Mae requires that when related entities are qualified to serve as Ginnie Mae Issuers at the same time with separate Issuer numbers, those entities must provide Ginnie Mae with additional financial assurances and protections;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

- 1. <u>Issuer Approval</u>. Ginnie Mae approves [Parent Issuer] as a Ginnie Mae Issuer and assigns it Issuer number _____.
- 2. <u>Cross-default.</u> [Subsidiary Issuer] and [Parent Issuer] (each an "Issuer") agree that any event of default by one Issuer pursuant to any Guaranty Agreement or Contractual Agreement to which it is a party shall constitute an event of default by the other Issuer under each Guaranty Agreement or Contractual Agreement to which it is a party. Such a cross-default shall entitle Ginnie Mae to perfect its rights in all of the pooled mortgages, pooled Participations and related mortgages and custodial accounts of both Issuers in accordance with the related Guaranty Agreements and Contractual Agreements and to pursue any and all other remedies that Ginnie Mae may have against each Issuer pursuant to such Guaranty Agreements or Contractual Agreements.

Date: 10/01/07 Form 3-1 Appendix I-4

Executed this		day of	, 20
ATTEST:		[Subsidiary Iss	uer] (Company Name)
		By: Name:	
	, Secretary	Title:	
CORPORATE SEAL			
ATTEST:		[Parent Issuer]	(Company Name)
		By: Name:	
	, Secretary	Title:	
CORPORATE SEAL			
ATTEST:		Government N	ational Mortgage Associatio
		By:	
	, Secretary	Title:	

3.

Amendments to Guaranty Agreements. This Cross-Default Agreement shall constitute an

amendment to each existing Guaranty Agreement or Contractual Agreement and to each future Guaranty Agreement between Ginnie Mae and one of the Issuers. This Cross-Default Agreement shall be effective

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FORM 4

OMB No. 2503-0033 (Exp. 03/31/2015)

Public reporting for this information collection is estimated to average 3 minutes per response, including the time for reviewing instructions, searching existing data sources and gathering and completing the requested information.

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The information is required by Section 306(g) of the National Housing Act and/or the Ginnie Mae Handbook, 5500.3, Rev. 1. Ginnie Mae requires this agreement to ensure that when related business entities are concurrently qualified to serve as Ginnie Mae Issuers, each using its own Issuer identification number, that those entities provide Ginnie Mae with additional financial assurances and protections to mitigate risk. The information collected will not be disclosed outside the Department except as required by law.

CROSS-DEFAULT AGREEMENT

This CROSS-DEFAULT	AGREEMENT is entered into on this day of,
20, by and between the GOVE	RNMENT NATIONAL MORTGAGE ASSOCIATION, a body
corporate organized and existing u	inder the laws of the United States within the Department of Housing
and Urban Development (hereinat	ter "Ginnie Mae"), [Subsidiary Issuer 1], a corporation or organization
formed under the laws of	, [Subsidiary Issuer 2], a corporation or organization formed
under the laws of	, and [Subsidiary Issuer 3], a corporation or organization formed
under the laws of	

WHEREAS, each of [Subsidiary Issuer 1] and [Subsidiary Issuer 2] is a Ginnie Mae Issuer in good standing and has entered into one or more Guaranty Agreements (each, a "Guaranty Agreement"), pursuant to the Ginnie Mae MBS Program, or Contractual Agreements (each, a "Contractual Agreement"), pursuant to the Ginnie Mae II MBS Program, with Ginnie Mae and may enter into additional Guaranty Agreements with Ginnie Mae pursuant to the Ginnie Mae MBS Program;

WHEREAS, [Subsidiary Issuer 3] has applied to Ginnie Mae for approval as a Ginnie Mae Issuer and may enter into one or more Guaranty Agreements with Ginnie Mae pursuant to the Ginnie Mae MBS Program;

WHEREAS, Ginnie Mae requires that when related entities are qualified to serve as Ginnie Mae Issuers at the same time with separate Issuer numbers, those entities must provide Ginnie Mae with additional financial assurances and protections;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

- 1. <u>Issuer Approval</u>. Ginnie Mae approves [Subsidiary Issuer 3] as a Ginnie Mae Issuer and assigns it Issuer number _____.
- 2. <u>Cross-default.</u> [Subsidiary Issuer 1], [Subsidiary Issuer 2] and [Subsidiary Issuer 3] (each a "Subsidiary") agree that any event of default by one Subsidiary pursuant to any Guaranty Agreement or Contractual Agreement to which it is a party shall constitute an event of default by each other Subsidiary under each Guaranty Agreement or Contractual Agreement to which it is a party. Such a cross-default shall entitle Ginnie Mae to perfect its rights in all of the pooled mortgages, pooled Participations and related mortgages and custodial accounts of the Subsidiaries in accordance with the related Guaranty

Date: 10/01/07 Form 4-1 Appendix I-4

Agreements and Contractual Agreements and to pursue any and all other remedies that Ginnie Mae may have against each Subsidiary pursuant to such Guaranty Agreements or Contractual Agreements.

3. <u>Amendments to Guaranty Agreements</u>. This Cross-Default Agreement shall constitute an amendment to each existing Guaranty Agreement or Contractual Agreement and to each future Guaranty Agreement between Ginnie Mae and one of the Subsidiaries. This Cross-Default Agreement shall be effective from the date hereof until otherwise terminated by the written agreement of the parties hereto.

Executed this		_ day of	, 20
ATTEST: CORPORATE SEAL	, Secretary	By: Name: Title:	ssuer 1] (Company Name)
ATTEST: CORPORATE SEAL	, Secretary	By: Name: Title:	ssuer 2] (Company Name)
ATTEST: CORPORATE SEAL	, Secretary	By: Name: Title:	ssuer 3] (Company Name)
ATTEST: CORPORATE SEAL	, Secretary	By: Name: Title:	National Mortgage Association

Date: 10/01/07 Form 4-2 Appendix I-4

FORM 5

OMB No. 2503-0033 (Exp. 03/31/2015)

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The information is required by Section 306(g) of the National Housing Act and/or the Ginnie Mae Handbook, 5500.3, Rev. 1. Ginnie Mae requires this agreement to ensure that when related business entities are concurrently qualified to serve as Ginnie Mae Issuers, each using its own Issuer identification number, that those entities provide Ginnie Mae with additional financial assurances and protections to mitigate risk. The information collected will not be disclosed outside the Department except as required by law.

CROSS-DEFAULT AGREEMENT

This CROSS-DEFAULT AGRE	EEMENT is entered into on this	day of,	
20, by and between the GOVERNMI	ENT NATIONAL MORTGAGE	ASSOCIATION, a body	
corporate organized and existing under the	he laws of the United States withi	in the Department of Housing	
and Urban Development (hereinafter "G	innie Mae"), [Subsidiary Issuer 1]], a corporation or organization	n
formed under the laws of	, and [Subsidiary Issuer 2], a	corporation or organization	
formed under the laws of	.	_	

WHEREAS, each of [Subsidiary Issuer 1] and [Subsidiary Issuer 2] is a Ginnie Mae Issuer in good standing and has entered into one or more Guaranty Agreements (each, a "Guaranty Agreement"), pursuant to the Ginnie Mae MBS Program, or Contractual Agreements (each, a "Contractual Agreement"), pursuant to the Ginnie Mae II MBS Program, with Ginnie Mae and may enter into additional Guaranty Agreements with Ginnie Mae pursuant to the Ginnie Mae MBS Program;

WHEREAS, Ginnie Mae requires that when related entities are qualified to serve as Ginnie Mae Issuers at the same time with separate Issuer numbers, those entities must provide Ginnie Mae with additional financial assurances and protections;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

- 1. <u>Cross-default</u>. [Subsidiary Issuer 1] and [Subsidiary Issuer 2] (each a "Subsidiary") agree that any event of default by one Subsidiary pursuant to any Guaranty Agreement or Contractual Agreement to which it is a party shall constitute an event of default by the other Subsidiary under each Guaranty Agreement or Contractual Agreement to which it is a party. Such a cross-default shall entitle Ginnie Mae to perfect its rights in all of the pooled mortgages, pooled Participations and related mortgages and custodial accounts of both Subsidiaries in accordance with the related Guaranty Agreements and Contractual Agreements and to pursue any and all other remedies that Ginnie Mae may have against each Subsidiary pursuant to such Guaranty Agreements or Contractual Agreements.
- 2. <u>Amendments to Guaranty Agreements</u>. This Cross-Default Agreement shall constitute an amendment to each existing Guaranty Agreement or Contractual Agreement and to each future Guaranty Agreement between Ginnie Mae and one of the Subsidiaries. This Cross-Default Agreement shall be effective from the date hereof until otherwise terminated by the written agreement of the parties hereto.

Date: 10/01/07 Form 5-1 Appendix I-4

Executed this		day of, 20
ATTEST:		[Subsidiary Issuer 1] (Company Name)
	_ , Secretary	By:
CORPORATE SEAL		
ATTEST:		[Subsidiary Issuer 2] (Company Name)
	_ , Secretary	By: Name: Title: Date:
CORPORATE SEAL		
ATTEST:		Government National Mortgage Association
	_ , Secretary	By:

CORPORATE SEAL

FORM 6

OMB No. 2503-0033 (Exp.03/31/2015)

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The information is required by Section 306(g) of the National Housing Act and/or the Ginnie Mae Handbook, 5500.3, Rev. 1. Ginnie Mae requires this agreement to ensure that when related business entities are concurrently qualified to serve as Ginnie Mae Issuers, each using its own Issuer identification number, that those entities provide Ginnie Mae with additional financial assurances and protections to mitigate risk. The information collected will not be disclosed outside the Department except as required by law.

CROSS-DEFAULT AGREEMENT

This CROSS-DEFAULT AGREEMENT is entered into on this day of
20, by and between the GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, a body
corporate organized and existing under the laws of the United States within the Department of Housing
and Urban Development (hereinafter "Ginnie Mae"), [Subsidiary Issuer], a corporation or organization
formed under the laws of, and [Parent Issuer], a corporation or organization formed
under the laws of

WHEREAS, each of [Subsidiary Issuer] and [Parent Issuer] is a Ginnie Mae Issuer in good standing and has entered into one or more Guaranty Agreements (each, a "Guaranty Agreement"), pursuant to the Ginnie Mae MBS Program, or Contractual Agreements (each, a "Contractual Agreement"), pursuant to the Ginnie Mae II MBS Program, with Ginnie Mae and may enter into additional Guaranty Agreements with Ginnie Mae pursuant to the Ginnie Mae MBS Program;

WHEREAS, Ginnie Mae requires that when related entities are qualified to serve as Ginnie Mae Issuers at the same time with separate Issuer numbers, those entities must provide Ginnie Mae with additional financial assurances and protections;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

- 1. <u>Cross-default</u>. [Subsidiary Issuer] and [Parent Issuer] (each an "Issuer") agree that any event of default by one Issuer pursuant to any Guaranty Agreement or Contractual Agreement to which it is a party shall constitute an event of default by the other Issuer under each Guaranty Agreement or Contractual Agreement to which it is a party. Such a cross-default shall entitle Ginnie Mae to perfect its rights in all of the pooled mortgages, pooled Participations and related mortgages and custodial accounts of both Issuers in accordance with the related Guaranty Agreements and Contractual Agreements and to pursue any and all other remedies that Ginnie Mae may have against each Issuer pursuant to such Guaranty Agreements or Contractual Agreements.
- 2. <u>Amendments to Guaranty Agreements</u>. This Cross-Default Agreement shall constitute an amendment to each existing Guaranty Agreement or Contractual Agreement and to each future Guaranty Agreement between Ginnie Mae and one of the Issuers. This Cross-Default Agreement shall be effective from the date hereof until otherwise terminated by the written agreement of the parties hereto.

Date: 10/01/07 Form 6-1 Appendix I-4

Executed this		day of, 20
ATTEST:		[Subsidiary Issuer] (Company Name)
	_ , Secretary	By:
CORPORATE SEAL		
ATTEST:	_ , Secretary	[Parent Issuer] (Company Name) By: Name: Title:
CORPORATE SEAL		Date:
ATTEST:		Government National Mortgage Association
	_ , Secretary	By:

CORPORATE SEAL

FORM 7

OMB No. 2503-0033 (Exp. 03/31/2015)

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The information is required by Section 306(g) of the National Housing Act and/or the Ginnie Mae Handbook, 5500.3, Rev. 1. Ginnie Mae requires this agreement to ensure that when related business entities are concurrently qualified to serve as Ginnie Mae Issuers, each using its own Issuer identification number, that those entities provide Ginnie Mae with additional financial assurances and protections to mitigate risk. The information collected will not be disclosed outside the Department except as required by law.

CROSS-DEFAULT AGREEMENT

This CROSS-DEFAULT AGREEM	ENT is entered into on this	day of	
20, by and between the GOVERNMENT	NATIONAL MORTGAGI	E ASSOCIATION, a bo	ody
corporate organized and existing under the la	aws of the United States with	hin the Department of H	Housing
and Urban Development (hereinafter "Ginni	e Mae"), [Parent Issuer], a c	orporation or organizat	ion
formed under the laws of	, and [Subsidiary Issuer], a o	corporation or organizat	tion
formed under the laws of	•		

WHEREAS, [Parent Issuer] is a Ginnie Mae Issuer in good standing and has entered into one or more Guaranty Agreements (each, a "Guaranty Agreement"), pursuant to the Ginnie Mae MBS Program, or Contractual Agreements (each, a "Contractual Agreement"), pursuant to the Ginnie Mae II MBS Program, with Ginnie Mae and may enter into additional Guaranty Agreements with Ginnie Mae pursuant to the Ginnie Mae MBS Program;

WHEREAS, [Subsidiary Issuer] has applied to Ginnie Mae for approval as a Ginnie Mae Issuer and may enter into one or more Guaranty Agreements with Ginnie Mae pursuant to the Ginnie Mae MBS Program;

WHEREAS, Ginnie Mae requires that when related entities are qualified to serve as Ginnie Mae Issuers at the same time with separate Issuer numbers, those entities must provide Ginnie Mae with additional financial assurances and protections;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

- 1. <u>Issuer Approval</u>. Ginnie Mae approves [Subsidiary Issuer] as a Ginnie Mae Issuer and assigns it Issuer number _____.
- 2. <u>Cross-default</u>. [Subsidiary Issuer] and [Parent Issuer] (each an "Issuer") agree that any event of default by one Issuer pursuant to any Guaranty Agreement or Contractual Agreement to which it is a party shall constitute an event of default by the other Issuer under each Guaranty Agreement or Contractual Agreement to which it is a party. Such a cross-default shall entitle Ginnie Mae to perfect its rights in all of the pooled mortgages, pooled Participations and related mortgages and custodial accounts of both Issuers in accordance with the related Guaranty Agreements and Contractual Agreements and to

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pursue any and all other remedies that Ginnie Mae may have against each Issuer pursuant to such Guaranty Agreements or Contractual Agreements.

3. <u>Amendments to Guaranty Agreements</u>. This Cross-Default Agreement shall constitute an amendment to each existing Guaranty Agreement or Contractual Agreement and to each future Guaranty Agreement between Ginnie Mae and one of the Issuers. This Cross-Default Agreement shall be effective from the date hereof until otherwise terminated by the written agreement of the parties hereto.

Executed this		day of	, 20
ATTEST: CORPORATE SEAL	, Secretary	By: Name: Title:	(Company Name)
ATTEST: CORPORATE SEAL	_ , Secretary	By: Name: Title:	suer] (Company Name)
ATTEST: CORPORATE SEAL	_ , Secretary	By: Name: Title:	suer 3] (Company Name)
ATTEST: CORPORATE SEAL	, Secretary	By: Name: Title:	lational Mortgage Association

Date: 10/01/07 Form 7-2 Appendix I-4

FORM 8

OMB No. 2503-0033 (Exp. 03/31/2015)

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The information is required by Section 306(g) of the National Housing Act and/or the Ginnie Mae Handbook, 5500.3, Rev. 1. Ginnie Mae requires this agreement to ensure that when related business entities are concurrently qualified to serve as Ginnie Mae Issuers, each using its own Issuer identification number, that those entities provide Ginnie Mae with additional financial assurances and protections to mitigate risk. The information collected will not be disclosed outside the Department except as required by law.

CROSS-DEFAULT AGREEMENT

	AULT AGREEMENT is entered into on this day of,
20, by and between the	GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, a body
corporate organized and exi	sting under the laws of the United States within the Department of Housing
and Urban Development (he	ereinafter "Ginnie Mae"), [Subsidiary Issuer 1], a corporation or organization
formed under the laws of	, [Subsidiary Issuer 2], a corporation or organization formed
under the laws of	, [Subsidiary Issuer 3], a corporation or organization formed under
the laws of	, and [Subsidiary Issuer 4], a corporation or organization formed under the
laws of	
WHEREAS, each of	f [Subsidiary Issuer 1], [Subsidiary Issuer 2], and [Subsidiary Issuer 3] is a
Ginnie Mae Issuer in good:	standing and has entered into one or more Guaranty Agreements (each, a

Ginnie Mae Issuer in good standing and has entered into one or more Guaranty Agreements (each, a "Guaranty Agreement"), pursuant to the Ginnie Mae MBS Program, or Contractual Agreements (each, a "Contractual Agreement"), pursuant to the Ginnie Mae II MBS Program, with Ginnie Mae and may enter into additional Guaranty Agreements with Ginnie Mae pursuant to the Ginnie Mae MBS Program;

WHEREAS, [Subsidiary Issuer 4] has applied to Ginnie Mae for approval as a Ginnie Mae Issuer and may enter into one or more Guaranty Agreements with Ginnie Mae pursuant to the Ginnie Mae MBS Program;

WHEREAS, Ginnie Mae requires that when related entities are qualified to serve as Ginnie Mae Issuers at the same time with separate Issuer numbers, those entities must provide Ginnie Mae with additional financial assurances and protections;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

- 1. <u>Issuer Approval</u>. Ginnie Mae approves [Subsidiary Issuer 4] as a Ginnie Mae Issuer and assigns it Issuer number _____.
- 2. <u>Cross-default</u>. [Subsidiary Issuer 1], [Subsidiary Issuer 2], [Subsidiary Issuer 3], and [Subsidiary Issuer 4] (each a "Subsidiary") agree that any event of default by one Subsidiary pursuant to any Guaranty Agreement or Contractual Agreement to which it is a party shall constitute an event of default by each of the other three Subsidiaries under each Guaranty Agreement or Contractual Agreement to which it is a party. Such a cross-default shall entitle Ginnie Mae to perfect its rights in all of the pooled

Date: 10/01/07 Form 8-1 Appendix I-4

mortgages, pooled Participations and related mortgages and custodial accounts of all four Subsidiaries in accordance with the related Guaranty Agreements and Contractual Agreements and to pursue any and all other remedies that Ginnie Mae may have against each Subsidiary pursuant to such Guaranty Agreements or Contractual Agreements.

3. <u>Amendments to Guaranty Agreements</u>. This Cross-Default Agreement shall constitute an amendment to each existing Guaranty Agreement or Contractual Agreement and to each future Guaranty Agreement between Ginnie Mae and one of the Subsidiaries. This Cross-Default Agreement shall be effective from the date hereof until otherwise terminated by the written agreement of the parties hereto.

Executed this		day of	, 20
ATTEST:		[Subsidiary Issuer	1] (Company Name)
	_ , Secretary	Name: Title:	
CORPORATE SEAL			
ATTEST:			2] (Company Name)
	_ , Secretary	Name: Title:	
CORPORATE SEAL			
ATTEST:		[Subsidiary Issuer	3] (Company Name)
	_ , Secretary	Name: Title:	

CORPORATE SEAL

ATTEST:		[Subsidiary Issuer 4] (Company Name)
	, Secretary	By: Name: Title: Date:
CORPORATE SEAL		
ATTEST:		Government National Mortgage Association
	, Secretary	By:
CORPORATE SEAL		

FORM 9

OMB No. 2503-0033 (Exp.03/31/2015)

Public reporting for this information collection is estimated to average 3 minutes per response, including the time for reviewing instructions, searching existing data sources and gathering and completing the requested information.

Ginnie Mae may not collect this information, and you are not required to complete this form, unless it displays a valid OMB control number.

The information is required by Section 306(g) of the National Housing Act and/or the Ginnie Mae Handbook, 5500.3, Rev. 1. Ginnie Mae requires this agreement to ensure that when related business entities are concurrently qualified to serve as Ginnie Mae Issuers, each using its own Issuer identification number, that those entities provide Ginnie Mae with additional financial assurances and protections to mitigate risk. The information collected will not be disclosed outside the Department except as required by law.

CROSS-DEFAULT AGREEMENT

This CROSS-DEFAULT AGREEMENT is entered into on this day of
WHEREAS, [Subsidiary Issuer 1] is a Ginnie Mae Issuer in good standing and has entered into one or more Guaranty Agreements (each, a "Guaranty Agreement"), pursuant to the Ginnie Mae MBS Program, or Contractual Agreements (each, a "Contractual Agreement"), pursuant to the Ginnie Mae II MBS Program, with Ginnie Mae and may enter into additional Guaranty Agreements with Ginnie Mae pursuant to the Ginnie Mae MBS Program;
WHEREAS, each of [Subsidiary Issuer 2], [Subsidiary Issuer 3], and [Subsidiary Issuer 4] has applied to Ginnie Mae for approval as a Ginnie Mae Issuer and may enter into one or more Guaranty Agreements with Ginnie Mae pursuant to the Ginnie Mae MBS Program;
WHEREAS, Ginnie Mae requires that when related entities are qualified to serve as Ginnie Mae Issuers at the same time with separate Issuer numbers, those entities must provide Ginnie Mae with additional financial assurances and protections;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

- 1. <u>Issuer Approval</u>. Ginnie Mae approves [Subsidiary Issuer 2] as a Ginnie Mae Issuer and assigns it Issuer number ______, approves [Subsidiary Issuer 3] as a Ginnie Mae Issuer and assigns it Issuer number _____, and approves [Subsidiary Issuer 4] as a Ginnie Mae Issuer and assigns it Issuer number _____.
- 2. <u>Cross-default.</u> [Subsidiary Issuer 1], [Subsidiary Issuer 2], [Subsidiary Issuer 3], and [Subsidiary Issuer 4] (each a "Subsidiary") agree that any event of default by one Subsidiary pursuant to

any Guaranty Agreement or Contractual Agreement to which it is a party shall constitute an event of default by each of the other three Subsidiaries under each Guaranty Agreement or Contractual Agreement to which it is a party. Such a cross-default shall entitle Ginnie Mae to perfect its rights in all of the pooled mortgages, pooled Participations and related mortgages and custodial accounts of all four Subsidiaries in accordance with the related Guaranty Agreements and Contractual Agreements and to pursue any and all other remedies that Ginnie Mae may have against each Subsidiary pursuant to such Guaranty Agreements or Contractual Agreements.

3. <u>Amendments to Guaranty Agreements</u>. This Cross-Default Agreement shall constitute an amendment to each existing Guaranty Agreement or Contractual Agreement and to each future Guaranty Agreement between Ginnie Mae and one of the Subsidiaries. This Cross-Default Agreement shall be effective from the date hereof until otherwise terminated by the written agreement of the parties hereto.

Executed this		day of	, 20
ATTEST:		[Subsidiary Issu	uer 1] (Company Name)
		By:	
	_	Name:	
	_ , Secretary	Title:	
		Date:	
CORPORATE SEAL			
ATTEST:		[Subsidiary Issu	uer 2] (Company Name)
		\mathbf{p}_{w}	
		Name:	
	, Secretary	Title:	
	_ , = 00101111	Date:	
CORPORATE SEAL			
ATTEST:		[Subsidiary Issu	uer 3] (Company Name)
		By:	
		Name:	
	_ , Secretary	Title:	
		Date:	
CORPORATE SEAL			

Date: 10/01/07 Form 9-2 Appendix I-4

ATTEST:		[Subsidiary Issuer 4] (Company Name)	
	, Secretary	By: Name: Title:	
CORPORATE SEAL		Date:	

ATTEST:		Government National Mortgage Association
	, Secretary	By:
CORPORATE SEAL		

FORM 10

OMB No. 2503-0033 (Exp. 03/31/2015)

Public reporting for this information collection is estimated to average 3 minutes per response, including the time for reviewing instructions, searching existing data sources and gathering and completing the requested information.

Ginnie Mae may not collect this information, and you are not required to complete this form, unless it displays a valid OMB control number.

The information is required by Section 306(g) of the National Housing Act and/or the Ginnie Mae Handbook, 5500.3, Rev. 1. Ginnie Mae requires this agreement to ensure that when related business entities are concurrently qualified to serve as Ginnie Mae Issuers, each using its own Issuer identification number, that those entities provide Ginnie Mae with additional financial assurances and protections to mitigate risk. The information collected will not be disclosed outside the Department except as required by law.

CROSS-DEFAULT AGREEMENT

This CROSS-DEFAU	JLT AGREEMENT is entered into on this	day of	,
20, by and between the G	OVERNMENT NATIONAL MORTGAGE A	SSOCIATION,	a body
corporate organized and exist	ing under the laws of the United States within	the Department	of Housing
and Urban Development (here	einafter "Ginnie Mae"), [Subsidiary Issuer 1],	a corporation or	organization
formed under the laws of	, [Subsidiary Issuer 2], a corpo	ration or organiz	cation formed
under the laws of	, and [Subsidiary Issuer 3], a corporation	on or organizatio	on formed
under the laws of	·		

WHEREAS, each of [Subsidiary Issuer 1], [Subsidiary Issuer 2], and [Subsidiary Issuer 3] is a Ginnie Mae Issuer in good standing and has entered into one or more Guaranty Agreements (each, a "Guaranty Agreement"), pursuant to the Ginnie Mae MBS Program, or Contractual Agreements (each, a "Contractual Agreement"), pursuant to the Ginnie Mae II MBS Program, with Ginnie Mae and may enter into additional Guaranty Agreements with Ginnie Mae pursuant to the Ginnie Mae MBS Program;

WHEREAS, Ginnie Mae requires that when related entities are qualified to serve as Ginnie Mae Issuers at the same time with separate Issuer numbers, those entities must provide Ginnie Mae with additional financial assurances and protections;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

- 1. <u>Cross-default.</u> [Subsidiary Issuer 1], [Subsidiary 2], and [Subsidiary Issuer 3] (each a "Subsidiary") agree that any event of default by one Subsidiary pursuant to any Guaranty Agreement or Contractual Agreement to which it is a party shall constitute an event of default by each of the other two Subsidiaries under each Guaranty Agreement or Contractual Agreement to which it is a party. Such a cross-default shall entitle Ginnie Mae to perfect its rights in all of the pooled mortgages, pooled Participations and related mortgages and custodial accounts of all three Subsidiaries in accordance with the related Guaranty Agreements and Contractual Agreements and to pursue any and all other remedies that Ginnie Mae may have against each Subsidiary pursuant to such Guaranty Agreements or Contractual Agreements.
- 2. <u>Amendments to Guaranty Agreements</u>. This Cross-Default Agreement shall constitute an amendment to each existing Guaranty Agreement or Contractual Agreement and to each future Guaranty Agreement between Ginnie Mae and one of the Subsidiaries. This Cross-Default Agreement shall be effective from the date hereof until otherwise terminated by the written agreement of the parties hereto.

Date: 10/01/07 Form 10-1 Appendix I-4

Executed this		day of, 20
ATTEST:		[Subsidiary Issuer 1] (Company Name)
	_ , Secretary	By:
CORPORATE SEAL		
ATTEST:		[Subsidiary Issuer 2] (Company Name)
	_ , Secretary	By:
CORPORATE SEAL		
ATTEST:	_ , Secretary	[Subsidiary Issuer 3] (Company Name) By: Name: Title: Date:
CORPORATE SEAL		Date:
ATTEST:		Government National Mortgage Association
	_ , Secretary	By:
CORPORATE SEAI		

Date: 10/01/07 Form 10-2 Appendix I-4

FORM 11

OMB No. 2503-0033 (Exp. 03/31/2015)

Public reporting for this information collection is estimated to average 3 minutes per response, including the time for reviewing instructions, searching existing data sources and gathering and completing the requested information.

Ginnie Mae may not collect this information, and you are not required to complete this form, unless it displays a valid OMB control number.

The information is required by Section 306(g) of the National Housing Act and/or the Ginnie Mae Handbook, 5500.3, Rev. 1. Ginnie Mae requires this agreement to ensure that when related business entities are concurrently qualified to serve as Ginnie Mae Issuers, each using its own Issuer identification number, that those entities provide Ginnie Mae with additional financial assurances and protections to mitigate risk. The information collected will not be disclosed outside the Department except as required by law.

CROSS-DEFAULT AGREEMENT

This CROSS-DEFAULT A	GREEMENT is entered into on this _	day of,
20, by and between the GOVER	NMENT NATIONAL MORTGAGE	ASSOCIATION, a body
corporate organized and existing un	der the laws of the United States with	in the Department of Housing
and Urban Development (hereinafte	er "Ginnie Mae"), [Subsidiary Issuer 1	1], a corporation or organization
formed under the laws of	, [Subsidiary Issuer 2], a corp	poration or organization formed
under the laws of	_, [Subsidiary Issuer 3], a corporation	or organization formed under
the laws of, [Sub	osidiary Issuer 4], a corporation or org	ganization formed under the laws
of, and [Subsidia	ary Issuer 5], a corporation or organiz	ation formed under the laws of
·		

WHEREAS, each of [Subsidiary Issuer 1], [Subsidiary Issuer 2], [Subsidiary Issuer 3], and [Subsidiary Issuer 4] is a Ginnie Mae Issuer in good standing and has entered into one or more Guaranty Agreements (each, a "Guaranty Agreement"), pursuant to the Ginnie Mae MBS Program, or Contractual Agreements (each, a "Contractual Agreement"), pursuant to the Ginnie Mae II MBS Program, with Ginnie Mae and may enter into additional Guaranty Agreements with Ginnie Mae pursuant to the Ginnie Mae MBS Program;

WHEREAS, [Subsidiary Issuer 5] has applied to Ginnie Mae for approval as a Ginnie Mae Issuer and may enter into one or more Guaranty Agreements with Ginnie Mae pursuant to the Ginnie Mae MBS Program;

WHEREAS, Ginnie Mae requires that when related entities are qualified to serve as Ginnie Mae Issuers at the same time with separate Issuer numbers, those entities must provide Ginnie Mae with additional financial assurances and protections;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

- 1. <u>Issuer Approval</u>. Ginnie Mae approves [Subsidiary Issuer 5] as a Ginnie Mae Issuer and assigns it Issuer number .
- 2. <u>Cross-default.</u> [Subsidiary Issuer 1], [Subsidiary Issuer 2], [Subsidiary Issuer 3], [Subsidiary Issuer 4], and [Subsidiary Issuer 5] (each a "Subsidiary") agree that any event of default by one Subsidiary pursuant to any Guaranty Agreement or Contractual Agreement to which it is a party shall

Date: 10/01/07 11-1 Appendix I-4

constitute an event of default by each of the other four Subsidiaries under each Guaranty Agreement or Contractual Agreement to which it is a party. Such a cross-default shall entitle Ginnie Mae to perfect its rights in all of the pooled mortgages, pooled Participations and related mortgages and custodial accounts of all five Subsidiaries in accordance with the related Guaranty Agreements and Contractual Agreements and to pursue any and all other remedies that Ginnie Mae may have against each Subsidiary pursuant to such Guaranty Agreements or Contractual Agreements.

3. <u>Amendments to Guaranty Agreements</u>. This Cross-Default Agreement shall constitute an amendment to each existing Guaranty Agreement or Contractual Agreement and to each future Guaranty Agreement between Ginnie Mae and one of the Subsidiaries. This Cross-Default Agreement shall be effective from the date hereof until otherwise terminated by the written agreement of the parties hereto.

Executed this		day of	, 20
ATTEST:		[Subsidiary Is	suer 1] (Company Name)
		Bv:	
		Name:	
	, Secretary	Title:	
		Date:	
CORPORATE SEAL			
ATTEST:		[Subsidiary Is	suer 2] (Company Name)
		$\mathbf{D}_{\mathbf{v}^{\prime\prime}}$	
		Dy	
	, Secretary	Title:	
	_ , ===================================	Date:	
CORPORATE SEAL			
ATTEST:		[Subsidiary Is:	suer 3] (Company Name)
		By:	
	G	Name:	
	, Secretary	1 Itile.	
		Date:	
CORPORATE SEAL			

Date: 10/01/07 11-2 Appendix I-4

ATTEST:		[Subsidiary Issuer 4] (Company Name)
	, Secretary	By:
CORPORATE SEAL		

ATTEST:		[Subsidiary Issuer 5] (Company Name)
	, Secretary	By:
CORPORATE SEAL		
ATTEST:		Government National Mortgage Association
	, Secretary	By:
CORPORATE SEAL		