

**GINNIE MAE MULTICLASS SECURITIES PROGRAM**

**Government National Mortgage Association**

**GINNIE MAE<sup>®</sup>**



**MULTICLASS SECURITIES GUIDE**

**Part V: Ginnie Mae Multiclass Securities Transactions:  
Callable Securities**

**October 1, 2011**

**GOVERNMENT NATIONAL MORTGAGE ASSOCIATION  
MULTICLASS SECURITIES GUIDE  
(October 1, 2011 Edition)**

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## **GENERAL OVERVIEW: CALLABLE TRANSACTIONS**

### ***INTRODUCTORY STATEMENT***

Ginnie Mae provides for the guarantee of Callable Securities under the Ginnie Mae Multiclass Securities Program. As described in more detail below, Callable Securities are subject to redemption by the Holder of the Call Class Securities at the time or times specified in the related Callable Trust Agreement.

The requirements of the Ginnie Mae Multiclass Securities Program are set forth in the Ginnie Mae Multiclass Securities Guide (the “Guide”), which consists of six parts. Refer to Sections A and B of Part I of the Guide for an introduction to, and transaction guidelines for, the Ginnie Mae Multiclass Securities Program generally (references in such Sections to a “Series” shall be deemed to refer to a “Callable Series” unless otherwise required by the context). This Part V of the Guide relates to the issuance of a Callable Series and provides for modifications of the transaction guidelines for such issuance. Capitalized terms that are used but not defined herein have the meanings ascribed thereto in the Glossary contained in Part I of the Guide.

The Standard Trust Provisions for Callable Trusts and Standard Sponsor Provisions for Callable Trusts are contained in this Part V. For issuances of Callable Securities, the related transaction parties are required to use the forms of documents specifically related to callable transactions contained in this Part V. Any changes to any transaction documents will require prior approval by Ginnie Mae and Ginnie Mae’s Legal Advisor.

This Part V of the Guide also provides information regarding associated fees and important Ginnie Mae policy regarding Callable Trusts and the inclusion of Callable Class Securities in Ginnie Mae REMIC Trusts.

### ***CALLABLE TRUSTS***

Each Callable Series of Securities will consist of one or more paired Classes: a “Call Class” and a “Callable Class.” The Securities will evidence interests in separate trusts (each, a “Callable Trust”). As described in the Offering Circular, the eligible assets of each Callable Trust will consist of Ginnie Mae Platinum Certificates, Ginnie Mae MBS Certificates or Underlying Certificates that have not been designated as Increased Minimum Denomination Classes (“Permitted Underlying Certificates”). The assets of any Callable Trust may be subdivided into separate groups, each of which may relate to a separate pair of Call and Callable Class Securities.

Each Callable Series of Securities will be issued pursuant to a separate Callable Trust Agreement which will incorporate the terms of the Standard Trust Provisions for Callable Trusts. As further described therein, the Callable Class Securities will be entitled to all distributions on the related Ginnie Mae Platinum Certificates, Ginnie Mae MBS Certificates or Permitted Underlying Certificates (other than any amounts allocable to the payment of Trustee Fees). The Call Class Securities will evidence the right to direct the Trustee to redeem the related Callable Class Securities on the terms provided therein. Upon any such redemption, the Holder of the

Call Class Securities will be entitled to receive from the Callable Trust the related Ginnie Mae Platinum Certificates, Ginnie Mae MBS Certificates or Permitted Underlying Certificates in exchange for the Call Class and the payment of the Redemption Amount and Exchange Fee. The Call and Callable Class Securities and the redemption and exchange mechanics are described in detail in the Offering Circular for Callable Trusts in this Part V. The Callable Trust Agreement that incorporates the terms of the Standard Trust Provisions for Callable Trusts sets forth the circumstances under which the Call Class and Callable Class Securities in a Callable Series may be exchanged for the related Trust Assets.

The Callable Class Securities will be guaranteed as to timely distribution of principal and interest by Ginnie Mae. Additionally, Ginnie Mae will guarantee to the Holder of each Call Class Security all amounts, if any, due such Security on the related Redemption Date which represent distributions of principal and interest as provided in the related Callable Trust Agreement.

Callable Class Securities constitute “eligible collateral” for purposes of Ginnie Mae’s Multiclass regulations, and as such may be conveyed by Sponsors to Ginnie Mae REMIC Trusts.

### ***FEES AND EXPENSES***

1. *Trustee Fees.* For all “stand-alone” Callable Trusts (i.e., if the Callable Class is not deposited in a Ginnie Mae REMIC Trust concurrently upon issuance), provision for the payment of Trustee Fees shall be made by the conveyance to a Callable Trust of Ginnie Mae Platinum Certificates, Ginnie Mae MBS Certificates or Permitted Underlying Certificates with a principal balance in excess of the Class Principal Balance of the related Callable Class. Under such arrangement, the Trustee will be entitled to a proportionate share of monthly payments of principal and interest on the Trust Assets. Upon redemption of the related Callable Class, the Trust Assets, including the excess portion (unless otherwise provided in the related Callable Trust Agreement), will be conveyed to the Holder of the Call Class.

If a Callable Class is conveyed to a Ginnie Mae REMIC Trust upon issuance, the Sponsor may utilize the above arrangement exclusively or in combination with a similar arrangement at the REMIC level. Please note, however, that in cases in which multiple Callable Classes are issued in a Callable Series (i.e., the Callable Trust is divided into Trust Asset Groups) and are not each conveyed to a Ginnie Mae REMIC Trust, provision for the payment of Trustee Fees in respect of each “stand-alone” Callable Class (i.e., those not conveyed to a Ginnie Mae REMIC Trust) must be made at the Callable Trust level as described in the preceding paragraph.

2. *Exchange Fee.* Upon any redemption exercised by the Holder of the Call Class, an Exchange Fee will be payable to the Trustee no later than 11:00 a.m. (Eastern time) on the third business day preceding the last day of the month preceding the month of the proposed redemption. The “Exchange Fee” for any redemption will equal the greater of (i) \$5,000 or (ii) the lesser of \$15,000 or 1/32 of 1% of the outstanding principal balance of the applicable Callable Class. In connection with any exchange of Callable Class Securities and Call Class Securities permitted by the related Callable Trust Agreement, the Trustee may impose an Exchange Fee or a Transaction Fee payable to the Trustee on the business day prior to exchange date.

3. *Guaranty Fee.* Ginnie Mae will be entitled to a Guaranty Fee payable at the settlement (i.e., the Closing Date) of each Callable Trust. The Guaranty Fee will equal the greater of (x) the sum of 0.02% of the first \$200,000,000 of Original Class Principal Balance of the related Callable Class (or Classes) and 0.01% for any additional amounts; and (y) \$40,000.

The Guaranty Fee may be changed from time to time at Ginnie Mae's discretion.

#### ***GINNIE MAE POLICIES REGARDING THE SECURITIES***

In connection with offerings of Ginnie Mae Callable Securities, Ginnie Mae has determined that:

- No Callable Class may be subject to redemption until the sixth Distribution Date for such Class unless Ginnie Mae approval has been obtained. Any Callable Class Security that is redeemable before the twelfth Distribution Date will be deemed an Increased Minimum Denomination Class and, thus, will be required to be issued in a minimum denomination that results in a minimum purchase price of \$100,000.
- No Callable Class may be redeemed unless the Trustee has determined, in the manner provided in the Callable Trust Agreement, that the market value of the Ginnie Mae Platinum Certificates, Ginnie Mae MBS Certificates or Underlying Certificates included in the Callable Trust exceed the outstanding principal balance of such Callable Class.
- In the event a Callable Class is included in a Ginnie Mae REMIC Trust, the entity serving as Trustee for the Callable Trust must also serve in such capacity for the REMIC Trust.
- In the event a Callable Class is included in a Ginnie Mae REMIC Trust (or a Trust Asset Group thereof), the Ginnie Mae REMIC Trust (or Trust Asset Group) may not issue a Principal Only Security with an initial Class Principal Balance in excess of 10% of the Class Principal Balance of the Callable Class included in such Callable Trust (or Trust Asset Group).
- In cases in which a Callable Class is being included in a Ginnie Mae REMIC Trust and the related Call Class is being sold to an investor by the Sponsor, additional copies of the related Offering Circular must be distributed to investors in the Call Class.

**FORM OF OFFERING CIRCULAR FOR CALLABLE SECURITIES**



\$[       ]

## Government National Mortgage Association GINNIE MAE®

### Guaranteed Callable Pass-Through Securities Ginnie Mae Callable Trust 20[   ]-C[   ]

**The Securities**

The Trust will issue the Classes of Securities listed on the front cover of this offering circular.

Class	Original Principal Balance(1)	Interest Rate	Class Type(2)	Interest Type(3)	Initial Redemption Date	[Final Redemption Date]	CUSIP Number	Final Distribution Date(4)
[Security Group 1]								
[A][A1].....	[(2)]	[(5)]	[Callable]					
[B][B1].....		[(2)]	[Call]					
[Security Group 2]								
[A2].....								
[B2].....								
[Security Group 3]								
.....								
.....								

**The Ginnie Mae Guaranty**

Ginnie Mae will guarantee the timely payment of principal and interest on the securities. The Ginnie Mae Guaranty is backed by the full faith and credit of the United States of America.

**The Trust and its Assets**

The Trust will own [(1)] [Ginnie Mae Platinum Certificates] [and] [,][ (2)] [Ginnie Mae Certificates] [[and] [(3)] [[a] certain previously issued certificate[s]].

(1) Subject to increase as described under "Increase in Size" in this Offering Circular.  
 (2) The Call Class Security[ies] [is] [are] not issued with [a] principal balance[s] and [is] [are] not entitled to payments of any interest.  
 (3) As defined under "Class Types" in Appendix I to the Base Offering Circular.  
 (4) See "Yield, Maturity and Prepayment Considerations — Final Distribution Date" in this Offering Circular.  
 (5) See "Terms Sheet — Interest Rates" in this Offering Circular.

**The securities may not be suitable investments for you. You should consider carefully the risks of investing in them.**

**See "Risk Factors" beginning on page [   ] which highlights some of these risks.**

The Sponsor will offer the securities from time to time in negotiated transactions at varying prices. We expect the closing date to be [       ], 20[   ].

The securities are exempt from registration under the Securities Act of 1933 and are "exempted securities" under the Securities Exchange Act of 1934.

**[SPONSOR]**

**The date of this Offering Circular is [       ], 20[   ].**

## AVAILABLE INFORMATION

You should purchase the securities only if you have read and understood the following documents:

- this Offering Circular[,] [and]
- [[in the case of the Group [ ] securities,] the Base Offering Circular for Ginnie Mae Platinum Certificates and [each] [the] Offering Circular Supplement thereto applicable to the underlying Ginnie Mae Platinum Certificate[s] (collectively, the “Ginnie Mae Platinum Offering Circular”)] [,] [and]
- the Base Offering Circular for Ginnie Mae Guaranteed REMIC Pass-Through Securities (the “Base Offering Circular”) [and]
- [in the case of the Group [ ] securities, the disclosure document[s] relating to the Underlying Certificate[s] (the “Underlying Certificate Disclosure Document[s]”).]

The [Ginnie Mae Platinum Offering Circular,] Base Offering Circular [and] [the Underlying Certificate Disclosure Document[s]] [is] [are] available on Ginnie Mae’s website located at <http://www.ginniemae.gov>.

If you do not have access to the internet, call BNY Mellon, which will act as information agent for the Trust, at (800) 234-GNMA, to order copies of any document listed above.

Please consult the standard abbreviations of Class Types included in the Base Offering Circular as Appendix I and the Glossary included in the Base Offering Circular as Appendix II for definitions of capitalized terms that are not otherwise defined herein.

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**Trust Asset[s]:**

<u>[Trust Asset Group]</u>	<u>Trust Asset Type<sup>[1]</sup></u>	<u>Certificate Rate</u>	<u>Original Term To Maturity (in years)</u>
1	Ginnie Mae [I]	%	[30]
2	Ginnie Mae [II]		[15]
3	[Underlying Certificate[s]]	(2)	(2)

[1] With respect to [a] Trust Asset Group[s] consisting of [a] Ginnie Mae Platinum Certificate[s], the Trust Asset Type refers to the Ginnie Mae MBS Certificates underlying the Ginnie Mae Platinum Certificate[s].

[2] Certain information regarding the Underlying Certificate[s] is set forth in Exhibits A and B to this Offering Circular.]

**[Security Groups:** This series of Securities consists of multiple Security Groups (each, a “Group”), as shown on the front cover of this Offering Circular. Payments on each Security Group will be based solely on payments on the Trust Asset Group with the same numerical designation.]

**[NOTE TO TRUST COUNSEL: DO NOT INCLUDE “ASSUMED” IF THE TRUST ASSET IS A PREVIOUSLY ISSUED REMIC SECURITY ISSUED PRIOR TO THE MONTH OF THE CALLABLE ISSUANCE; INCLUDE “ASSUMED” IF THE TRUST ASSET IS A REMIC SECURITY ISSUED IN THE SAME MONTH AS THE CALLABLE ISSUANCE OR IS MBS OR PLATINUM SECURITIES.] [Assumed] Characteristics of the Mortgage Loans Underlying the [Group [ ]] Trust Asset[s]<sup>1</sup>:**

<u>Principal Balance<sup>[2]</sup></u>	<u>Weighted Average Remaining Term to Maturity (in months)</u>	<u>Weighted Average Loan Age (in months)</u>	<u>[Weighted Average] Mortgage Rate<sup>[3]</sup></u>
\$			
<b>Group 1 Trust Assets</b>			
\$			%
			%
<u>\$</u>			
<b>Group 2 Trust Asset<sup>4</sup></b>			
\$			%
			%
<u>\$</u>			

<sup>1</sup> As of [ ], 20[ ].

<sup>[2]</sup> Does not include [the Group [ ]] Trust Assets that will be added to pay the Trustee Fee.]

<sup>[3]</sup> The Mortgage Loans underlying the [Group [ ]] Trust Assets may bear interest at rates ranging from 0.25% to 1.50% per annum above the related Certificate Rate.]

<sup>[4]</sup> More than 10% of the Mortgage Loans underlying the [Group [ ]] Trust Assets may be higher balance Mortgage Loans. See “Risk Factors” in this Offering Circular.] **[NOTE: ONLY USE THIS FOOTNOTE TO IDENTIFY TRUST ASSET GROUPS THAT ARE BACKED BY “M JM”, “M**

**FS”, “All ARMs”, C SF”, “C BD”, “X BD” or “X SN” MORTGAGE LOANS.]**

The actual remaining terms to maturity [and loan ages] [, loan ages and [, in the case of the Group [ ] Trust Asset,] Mortgage Rates] of many of the Mortgage Loans [underlying the Group [ ] Trust Assets] will differ from the weighted averages shown above, perhaps significantly. *See “The Trust Assets” in this Offering Circular.*

**[Characteristics of the Mortgage Loans Underlying the Group [ ] [and [ ]] Trust Assets:** See Exhibit A to this Offering Circular for certain information regarding the characteristics of the Mortgage Loans included in the [related] Underlying Trust[s].]

**Issuance of Securities:** The Callable Class Securities will initially be issued in book-entry form through the book-entry system of the U.S. Federal Reserve Banks (the “Fedwire Book-Entry System”). The Call Class Securit[y][ies] will be issued in fully registered, certificated form. *See “Description of the Securities — Form of Securities” in this Offering Circular.*

**Increased Minimum Denomination Class[es]:** [The Callable Class Securities.][The Class [A] [A1] [and A2] Securities]. [None.] [NOTE TO TRUST COUNSEL: List all Classes of Callable Class Securities that are redeemable within less than twelve months.] *See “Description of the Securities — Form of Securities” in this Offering Circular.*

**Interest Rates:** [The Interest Rate[s] for the Fixed Rate Class[es] [is] [are] shown on the front cover of this Offering Circular.]

[Class[es] [ ] [and [ ]] [is an] [are] Ascending Rate Class[es] that will bear interest at the per annum initial Interest Rate[s] shown below for the indicated number of Accrual Periods and at the per annum Interest Rate[s] shown below thereafter:

<u>Class</u>	<u>Initial Interest Rate</u>	<u>Accrual Periods</u>	<u>Rate Thereafter</u>
--------------	------------------------------	------------------------	------------------------

[Class [ ] is an [Ascending] [Descending] Rate Class that will bear interest at a per annum Interest Rate of [ ]% for the first [ ] Accrual Periods and [ ]% thereafter.]

The Call Class Securit[y][ies] [is] [are] are not entitled to any interest, and no amounts will be distributable thereon, except as described in this Offering Circular.

**Allocation of Principal:** On each Distribution Date [for a Security Group], [[a percentage of the Principal Distribution Amount [for that Group] will be applied to the Trustee Fee, and the remainder of] the Principal Distribution Amount [(the “Adjusted Principal Distribution Amount”)] [the Principal Distribution Amount] [for [each] [that] Security Group] will be distributed to the [related] Callable Class Securities until the Class Principal Balance thereof has been reduced to zero. The Call Class Securit[y][ies] [is] [are] not issued with [a] Class Principal Balance[s], and no amounts will be distributable thereon, except as described under “Description of the Securities — Redemption and Exchange” in this Offering Circular.

**[Accrual Class[es]:** Interest will accrue on [the] [each] Accrual Class identified on the front cover of this Offering Circular at the per annum rate set forth on that page. However, no interest will be distributed to the Callable Class Securities as interest. Interest so accrued on [the Callable Class Securities] [such Class[es]] on each Distribution Date will constitute [the] [an] Accrual Amount, which will be added to the Class Principal Balance of such Class on each Distribution Date.

Principal will be distributed to [[the] [each Class of] Callable Class Securities] [the Class [ ] Securities] when received as principal from the [related] Underlying Certificate[s], as set forth in this Terms Sheet under “Allocation of Principal.” The Underlying Certificate[s] [is] [are] also [an Accrual Class] [Accrual Classes]. Interest will accrue on [each] [the] Underlying Certificate at the per annum Interest Rate set forth in the front cover of the [related] Underlying Certificate Disclosure Document attached as Exhibit B to this Offering Circular. However, no interest will be distributed to the [related] Underlying Certificate as interest but will constitute an Accrual Amount with respect to the [related] Underlying Trust, which will be added to the Class Principal Balance of the [related] Underlying Certificate on each Distribution Date and will be distributable as principal as set forth in the Terms Sheet of the [related] Underlying Certificate Disclosure Document. The [related] Underlying Certificate[s] will not receive principal distributions until the Class Principal Balance[s] of [its][their] related Accretion Directed Class[es] [is][are] reduced to zero. When such principal distributions commence, the Principal Distribution Amount [for the related Callable Class Securities] will include the Accrual Amount for the [related] Underlying Certificate[s].] **[NOTE TO TRUST COUNSEL: THE ABOVE LANGUAGE IS USED FOR UNDERLYING CERTIFICATES THAT ARE ACCRUAL CLASSES]**

## RISK FACTORS

*You should purchase securities only if you understand and are able to bear the associated risks. The risks applicable to your investment depend on the principal and interest type of your securities. This section highlights certain of these risks.*

***The rate of principal payments on the underlying mortgage loans will affect the rate of principal payments on your securities.*** The rate at which you will receive principal payments will depend largely on the rate of principal payments, including prepayments, on the mortgage loans underlying the [related] trust asset[s]. Any historical data regarding mortgage loan prepayment rates may not be indicative of the rate of future prepayments on the underlying mortgage loans, and no assurances can be given about the rates at which the underlying mortgage loans will prepay. We expect the rate of principal payments on the underlying mortgage loans to vary. Borrowers generally may prepay their mortgage loans at any time without penalty.

In addition to voluntary prepayments, mortgage loans can be prepaid as a result of governmental mortgage insurance claim payments, loss mitigation arrangements, repurchases or liquidations of defaulted mortgage loans. Although under certain circumstances Ginnie Mae issuers have the option to repurchase defaulted mortgage loans from the related pool underlying a Ginnie Mae MBS certificate, they are not obligated to do so. Defaulted mortgage loans that remain in pools backing Ginnie Mae MBS certificates may be subject to governmental mortgage insurance claim payments, loss mitigation arrangements or foreclosure, which could have the same effect as voluntary prepayments on the cash flow available to pay the securities. No assurances can be given as to the timing or frequency of any governmental mortgage insurance claims, issuer

repurchases, loss mitigation arrangements or foreclosure proceedings with respect to defaulted mortgage loans and the resulting effect on the timing or rate of principal payments on your securities.

***Callable class securities are subject to redemption prior to their final distribution date.*** [The] [Each class of] callable class securities [is] [are] subject to redemption on [any distribution date on or after the initial redemption date [and on or before the final redemption date]] [on the Distribution Date coinciding with the initial redemption date (which is also the final redemption date)] [for that class]. A redemption of callable class securities is more likely to occur to the extent that prevailing mortgage interest rates have declined or the market value of the [related] trust asset[s] otherwise exceeds the aggregate principal balance of [the] [such] callable class securities. The existence of redemption risk may diminish significantly the ability of the holder to sell a callable class security at a premium. The value of a callable class security, and accordingly the value of [its related] [the] call class security, may fluctuate significantly depending on the prevailing interest rates.

***Rates of principal payments and the occurrence and timing of any redemption can reduce your yield.*** The yield on your securities probably will be lower than you expect if:

- you bought your securities at a premium and principal payments

are faster than you expected (or an early redemption occurs), or

- you bought your securities at a discount and principal payments are slower than you expected (and a redemption does not occur).

In addition, if your securities are purchased at a significant premium, you could lose money on your investment if prepayments occur at a rapid rate.

***Under certain circumstances, a Ginnie Mae issuer has the right to repurchase a defaulted mortgage loan from the related pool of mortgage loans underlying a particular Ginnie Mae MBS certificate, the effect of which would be comparable to a prepayment of such mortgage loan.***

At its option and without Ginnie Mae's prior consent, a Ginnie Mae issuer may repurchase any mortgage loan at an amount equal to par less any amounts previously advanced by such issuer in connection with its responsibilities as servicer of such mortgage loan to the extent that (i) in the case of a mortgage loan included in a pool of mortgage loans underlying a Ginnie Mae MBS certificate issued on or before December 1, 2002, such mortgage loan has been delinquent for four consecutive months, and at least one delinquent payment remains uncured or (ii) in the case of a mortgage loan included in a pool of mortgage loans underlying a Ginnie Mae MBS certificate issued on or after January 1, 2003, no payment has been made on such mortgage loan for three consecutive months. Any such repurchase will result in prepayment of the principal balance or reduction in the notional balance of the securities ultimately backed by such mortgage loan. No assurances can be given as to the timing or frequency of such repurchases.

***An investment in the securities is subject to significant reinvestment risk.*** The rate

of principal payments on your securities is uncertain. You may be unable to reinvest the payments on your securities at the same returns provided by the securities. Lower prevailing interest rates may result in an unexpected return of principal. In that interest rate climate, higher yielding reinvestment opportunities may be limited. Conversely, higher prevailing interest rates may result in slower returns of principal and you may not be able to take advantage of higher yielding investment opportunities. The final payment on your security may occur much earlier than the final distribution date.

***[The rate of payments on the underlying certificate[s] will directly affect the rate of payments on the [group [ ]] securities.***

The underlying certificate[s] will be sensitive [in varying degrees] to:

- the rate of payments of principal (including prepayments) of the related mortgage loans[.], and
- the priorities for the distribution of principal among the classes of the [related] underlying series.]\*

**[NOTE TO TRUST COUNSEL:** For sequential classes of second or lower priority, including PAC, TAC, SCH or SUP classes with a sequential pay rule.] [As described in the [related] underlying certificate disclosure document[s], [certain of] the underlying certificate[s] [included in trust asset group [ ]] are not entitled to distributions of principal **[NOTE TO TRUST COUNSEL:** Include only if such accrual amount is payable while higher priority bonds are outstanding: (other than from any applicable accrual amount)] until

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\* **Note to Trust Counsel:** this can be deleted if each underlying certificate is the only certificate in its underlying security group to receive principal payments.

[a] certain class[es] of the related underlying series [have] [has] been retired and, accordingly, distributions of principal of the related mortgage loans for extended periods may be applied to the distribution of principal of [those] [that] classes of certificates having priority over the underlying certificate[s].]

**[NOTE TO TRUST COUNSEL:** For PAC, TAC, SCH or SUP classes that fit the description.] [In addition, [certain of] the underlying certificate[s] [included in trust asset group [ ]]] are support classes that are entitled to receive principal distributions **[NOTE TO TRUST COUNSEL:** Include only if such accrual amount is payable while higher priority bonds are outstanding.] [(other than from any applicable accrual amount)] only if scheduled payments have been made on other specified classes of the related underlying series [(or if specified classes have been retired)]. Accordingly, the underlying certificate[s] may receive no principal distributions for extended periods of time [or may receive principal payments that vary widely from period to period].]

[As described in the [related] underlying disclosure document[s],] [In addition,] the principal entitlement[s] of certain [of the] underlying certificate[s] [included in trust asset groups [ ] [through] [and] [ ]]] on any payment date [is] [are] calculated, directly or indirectly, on the basis of schedules; no assurance can be given that the underlying certificates will adhere to their schedules.] Further, prepayments on the related mortgage loans may have occurred at rates faster or slower than those initially assumed.

[The trust asset[s] underlying [certain of] the underlying certificate[s] [included in trust asset group[s] [ ] [and] [ ]]] [is also a] [are also] previously issued certificate[s] that represent[s] beneficial

ownership interests in [a] separate trust[s]. The distribution priorities of the previously issued certificate[s] backing [this] [these] [the] underlying certificate[s] may affect the timing and rate of [principal payments on] [your] [the group [ ] [and] [ ]] securities. You should read the [related] underlying certificate disclosure document[s], including the risk factors contained therein, to understand the distribution priorities and related risks of the previously issued certificate[s] backing [this] [these] [the] underlying certificate[s].]

[\*This offering circular contains no information as to whether [the] [an] underlying certificate[s] [or the related class[es] with which [the][a] notional underlying certificate[s] reduce[s]] [has] [have] adhered to [any applicable] principal balance schedules, whether any related supporting classes remain outstanding or whether the underlying certificate[s] otherwise] [has] [have] performed as originally anticipated. Additional information as to the underlying certificate[s] [included in trust asset groups [ ] [through] [and] [ ]]] may be obtained by performing an analysis of current principal factors of the underlying certificates in light of applicable information contained in the [related] underlying certificate disclosure document[s].]

***[NOTE TO TRUST COUNSEL: FOR USE IN ALL DEALS] Up to 10% of the mortgage loans underlying the [group [ ]] trust assets [NOTE: SPECIFY NON-JUMBO ASSET GROUPS (“X SF” OR “M SF” POOLS) ONLY IF DEAL ALSO***

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\* **Note to Trust Counsel:** This language should be included to the extent that an underlying certificate was issued at least one month prior to the issuance of the Callable Securities.

***INCLUDES JUMBO (“M JM” “M FS”, “All ARMs”, “C SF”, “C BD”, “X BD” or “X SN”) POOLS] [and up to [100]% of the mortgage loans underlying the group [ ] trust assets] [NOTE TO TRUST COUNSEL: INSERT ALL GROUPS BACKED BY “M JM” “M FS”, “All ARMs”, “C SF”, “C BD”, “X BD” or “X SN” POOLS AND APPROXIMATE PERCENTAGE OF THE TRUST ASSETS FOR THAT GROUP CONSISTING OF “M JM” OR “M FS” POOLS] may be higher balance mortgage loans.*** Subject to special pooling parameters set forth in the Ginnie Mae Mortgage-Backed Securities Guide, qualifying federally-insured or guaranteed mortgage loans that exceed certain balance thresholds established by Ginnie Mae (“higher balance mortgage loans”) may be included in Ginnie Mae guaranteed pools. There are no historical performance data regarding the prepayment rates for higher balance mortgage loans. If the higher balance mortgage loans prepay faster or slower than expected, the weighted average lives and yields of the related securities are likely to be affected, perhaps significantly. Furthermore, higher balance mortgage loans tend to be concentrated in certain geographic areas, which may experience relatively higher rates of defaults in the event of adverse economic conditions. No assurances can be given about the prepayment experience or performance of the higher balance mortgage loans.

***The securities may not be a suitable investment for you.*** The securities[, especially the group [ ] securities,] may not be suitable investments for all investors. In particular, the call class securities[,] [and the] [ascending rate,] [descending rate,] [and] [accrual] class[es] [is] [are] not [a] suitable investment[s] for all investors.

In addition, although the sponsor intends to make a market for the purchase and sale of the securities after their initial issuance, it has no obligation to do so. There is no assurance that a secondary market will develop, that any secondary market will continue, or that the price at which you can sell an investment in any class will enable you to realize a desired yield on that investment.

You will bear the market risks of your investment. The market values of the classes are likely to fluctuate. These fluctuations may be significant and could result in significant losses to you.

The secondary markets for mortgage-related securities have experienced periods of illiquidity and can be expected to do so in the future. Illiquidity can have a severely adverse effect on the prices of classes that are especially sensitive to prepayment, redemption or interest rate risk or that have been structured to meet the investment requirements of limited categories of investors.

You are encouraged to consult advisors regarding the financial, legal, tax and other aspects of an investment in the securities. You should not purchase the securities of any class unless you understand and are able to bear the prepayment, yield, liquidity, market and any redemption risks associated with that class.

***The actual characteristics of the underlying mortgage loans will affect the weighted average lives and yields of your securities.*** The yield and decrement tables in this offering circular are based on assumed characteristics which are likely to be different from the actual characteristics. As a result, the yields on your securities could be lower than you expected, even if the mortgage loans prepay at the constant prepayment rates set forth in the applicable table.

It is highly unlikely that the underlying mortgage loans will prepay at any of the prepayment rates assumed in this offering circular, or at any constant prepayment rate.

## THE TRUST ASSET[S]

### General

The Sponsor intends to acquire the Trust Asset[s] in [a] privately negotiated transaction[s] [on] [prior to] [on or prior to] the Closing Date and to sell [it] [them] to the Trust according to the terms of a Trust Agreement between the Sponsor and the Trustee. The Sponsor will make certain representations and warranties with respect to the Trust Asset[s]. [The] [All] Trust Asset[s] [, regardless of whether the assets consist of [Trust MBS] [or] [the] [an] [Underlying Certificates[s]], will evidence, directly or indirectly, Ginnie Mae Certificates.

### [The Trust MBS [(Group[s] [1] [and] [2])]

[The Trust MBS] [The] Group [1] Trust Assets ] are either:

1. Ginnie Mae I MBS Certificates guaranteed by Ginnie Mae, or
2. Ginnie Mae Platinum Certificates backed by Ginnie Mae I MBS Certificates and guaranteed by Ginnie Mae.

Each Mortgage Loan underlying a Ginnie Mae I MBS Certificate bears interest at a Mortgage Rate 0.50% per annum greater than the related Certificate Rate. The difference between the Mortgage Rate and the Certificate Rate is used to pay the related servicers of the Mortgage Loans a monthly servicing fee and Ginnie Mae a fee for its guaranty of the Ginnie Mae I MBS Certificate of 0.44% per annum and 0.06% per annum, respectively, of the outstanding principal balance of the Mortgage Loan.]

[The Trust MBS] [The Group 2 Trust Assets] are either:

1. Ginnie Mae II MBS Certificates guaranteed by Ginnie Mae, or
2. Ginnie Mae Platinum Certificates backed by Ginnie Mae II MBS Certificates and guaranteed by Ginnie Mae.

Each Mortgage Loan underlying a Ginnie Mae II MBS Certificate issued prior to July 1, 2003 bears interest at a Mortgage Rate 0.50% to 1.50% per annum greater than the related Certificate Rate. Each Mortgage Loan underlying a Ginnie Mae II MBS Certificate issued on or after July 1, 2003 bears interest at a Mortgage Rate 0.25% to 0.75% per annum greater than the related Certificate Rate. Ginnie Mae receives a fee (the “Ginnie Mae Certificate Guaranty Fee”) for its guaranty of each Ginnie Mae II MBS Certificate of 0.06% per annum of the outstanding principal balance of each related Mortgage Loan. The difference between (a) the Mortgage Rate and (b) the sum of the Certificate Rate and the rate of the Ginnie Mae Certificate Guaranty Fee is used to pay the related servicers of the Mortgage Loans a monthly servicing fee.]

### [The Underlying Certificates[s] [(Group[3])]

The [Group [3]] Trust Asset[s] [is an] [are] Underlying Certificate[s] that represent[s] beneficial ownership interests in [a] [one or more] separate trust[s], the assets of which evidence direct or indirect beneficial ownership interests in certain Ginnie Mae Certificates. [Each] [The] Underlying Certificate constitutes all or a portion of a class of a [separate] Series of certificates described in the [related] Underlying Certificate Disclosure Document, excerpts of which are attached as Exhibit B to this Offering Circular. The Underlying Certificate Disclosure

Document[s] may be obtained from the Information Agent as described under “Available Information” in this Offering Circular. [Investors are cautioned that material changes in facts and circumstances may have occurred since the date of [certain of the] [the] [each] Underlying Certificate Disclosure Document[s], including changes in prepayment rates, prevailing interest rates and other economic factors, which may limit the usefulness of, and be directly contrary to the assumptions used in preparing the information included in, the offering document.]\*

[Each] [The] Underlying Certificate provides for monthly distributions and is further described in the table contained in Exhibit A in this Offering Circular. The table also sets forth information regarding approximate weighted average remaining terms to maturity, loan ages and mortgage rates of the Mortgage Loans underlying the related Ginnie Mae Certificates.]

### **The Mortgage Loans**

[The Mortgage Loans underlying the [Group [ ]] [Trust Assets] are expected to have, on a weighted average basis, the characteristics set forth in the Terms Sheet under “[Assumed] Characteristics of the Mortgage Loans Underlying the [Group [ ]] Trust Assets.”] [The Mortgage Loans underlying the Underlying Certificate[s] are expected to have, on a weighted average basis, the characteristics set forth in Exhibit A to this Offering Circular.] The Mortgage Loans will consist of first lien, single-family, fixed rate, residential mortgage loans that are insured or guaranteed by the Federal Housing Administration, the United States Department of Veterans Affairs, Rural Development or the United States Department of Housing and Urban Development (“HUD”).

[Specific information regarding the characteristics of the Mortgage Loans [underlying the Trust MBS] is not available. For purposes of this Offering Circular, certain assumptions have been made regarding the remaining terms to maturity [and loan ages] [, loan ages and [, in the case of the Group [ ] Trust Assets,] Mortgage Rates] of the Mortgage Loans [underlying the Trust MBS]. However, the actual remaining terms to maturity [and loan ages] [, loan ages and [, in the case of the Group [ ] Trust Assets,] Mortgage Rates] of many of the Mortgage Loans will differ from the characteristics assumed, perhaps significantly. This will be the case even if the weighted average characteristics of the Mortgage Loans are the same as the assumed characteristics. Small differences in the characteristics of the Mortgage Loans can have a significant effect on the Weighted Average Lives and yields of the Securities. See “*Risk Factors*” and “*Yield, Maturity and Prepayment Considerations*” in this Offering Circular.]

### **Trustee Fee**

[The Sponsor will contribute certain Ginnie Mae Certificates in respect of the fee to be paid to the Trustee (the “Trustee Fee”).] On each Distribution Date, the Trustee will retain [a fixed percentage of] all principal and interest distributions received on [specified Trust Assets] [such Ginnie Mae Certificates] in payment of [the Trustee Fee] [its fee (the “Trustee Fee”)].

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\* **Note to Trust Counsel:** This sentence should be included to the extent that the Underlying Certificates are issued at least one month prior to the issuance of the Callable Securities.

## GINNIE MAE GUARANTY

The Government National Mortgage Association (“Ginnie Mae”), a wholly-owned corporate instrumentality of the United States of America within HUD, guarantees the timely payment of principal and interest on the Securities. Ginnie Mae also guarantees to the Holder of [each] [the] Call Class Security all amounts, if any, due thereon on the [related] Redemption Date, representing principal and interest as described in this Offering Circular. The General Counsel of HUD has provided an opinion to the effect that Ginnie Mae has the authority to guarantee multiclass securities and that Ginnie Mae guaranties will constitute general obligations of the United States, for which the full faith and credit of the United States is pledged.

## DESCRIPTION OF THE SECURITIES

### General

The description of the Securities contained in this Offering Circular is not complete and is subject to, and is qualified in its entirety by reference to, all of the provisions of the Trust Agreement.

### Form of Securities

The Callable Class Securities initially will be issued and maintained on, and may be transferred only on, the Fedwire Book-Entry System. Beneficial Owners of Book-Entry Securities will ordinarily hold the Callable Class Securities through one or more financial intermediaries, such as banks, brokerage firms and securities clearing organizations which are eligible to maintain book-entry accounts with the Federal Reserve Bank of New York. By request accompanied by the payment of a transfer fee of \$25,000 per physical certificate to be issued, a Beneficial Owner may receive a Callable Class Security in certificated form.

The Callable Class Securities [(other than the Increased Minimum Denomination Class[es])] will be issued in minimum dollar denominations [of initial principal balance of \$1,000 and integral multiples of \$1 in excess of \$1,000.] [The Increased Minimum Denomination Class[es] will be issued in minimum dollar denominations] that equal [(i) \$100,000 in initial principal [or notional] balance [or (ii) the initial principal [or notional] balance if such balance is less than \$100,000]. **[NOTE TO TRUST COUNSEL:** If the initial principal balance is less than \$100,000 the minimum dollar denominations may be set equal to such balance.]

[Each] [The] Call Class Security will be issued as a single certificated, fully registered security, representing the entire interest in such Class, and may be transferred or exchanged at the Corporate Trust Office of the Trustee. Only one Holder is permitted to hold [the] [a] Call Class Security at any time. The Trustee may impose a service charge upon Holders for any registration of exchange or transfer of certificated securities, and the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge incurred in connection with any transfer.

### Distributions

Distributions on the Callable Class Securities will be made on each Distribution Date as specified under “*Terms Sheet — Distribution Date[s]*” in this Offering Circular. On each [related] Distribution Date, the Distribution Amount will be distributed to the Holders of record

as of the close of business on the last Business Day of the calendar month immediately preceding the month in which the Distribution Date occurs (each, a “Record Date”). Beneficial Owners of Book-Entry Securities will receive distributions through credits to accounts maintained for their benefit on the books and records of the appropriate financial intermediaries. The "Distribution Amount" for each Distribution Date [for each Class of Callable Class Securities] will be the aggregate of the [Adjusted] Principal Distribution Amount and Interest Distribution Amount for that date. For purposes hereof, a “Business Day” is a day other than (a) a Saturday or Sunday, (b) a day on which the banking institutions in the state of New York are authorized or obligated by law or executive order to remain closed or (c) a Federal legal public holiday. Except as described under “— Redemption and Exchange,” no amounts will be distributable to the Call Class Securit[y]ties].

### **Interest Distributions**

The amount of interest (the “Interest Distribution Amount”) to be distributed on [each Class of] [the] Callable Class Securities on any Distribution Date will equal interest accrued for the related Accrual Period on the Class Principal Balance thereof immediately before that Distribution Date at the [related] Interest Rate [specified on the front cover of this Offering Circular] [set forth under “*Terms Sheet — Interest Rates*” in this Offering Circular].

- The Accrual Period will be the calendar month preceding the Distribution Date.
- Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months.
- Interest distributable on [(or accrued in the case of [an] [the] Accrual Class)] [the] [each Class of] Callable Class Securities for any Distribution Date will consist of 30 days’ interest on [its] [the] Class Principal Balance [thereof] as of the related Record Date.
- Investors can calculate the amount of interest to be distributed [(or accrued in the case of [an] [the] Accrual Class)] on [the] [each Class of] Callable Class Securities for any Distribution Date by using the [related] Class Factor published in the preceding month. See “— *Class Factors*” below.

[*Fixed Rate Class[es]*]

[The] [Each] Fixed Rate Class will bear interest at the per annum Interest Rate shown on the front cover of this Offering Circular.]

[*Accrual Class[es]*]

[Each of] Class[es] [ ] [and [ ]] is an Accrual Class. Interest will accrue on the Accrual Class[es] and be distributed as described under “*Terms Sheet — Accrual Class[es]*” in this Offering Circular.]

### **Principal Distributions**

The [Adjusted] Principal Distribution Amount for each Distribution Date [for each Security Group] will be distributed to the Holders of the [related] Callable Class Securities. The “[Adjusted] Principal Distribution Amount ” for each Distribution Date [and each Group] represents the aggregate of amounts in respect of principal received on the [related] Trust Asset[s] on the distribution date for [the] [such] Trust Asset[s] occurring in the month of such Distribution Date[, net of the principal portion of amounts allocable to the Excess MBS Portion in payment of the monthly Trustee’s Fee]; except that, in the event that the factor for any Trust

Asset (each, a “Certificate Factor”) is not available on the date specified in the Trust Agreement, no amounts in respect of principal for such Trust Asset will be distributable to the [related] Callable Class Securities on the following Distribution Date. [“Excess MBS Portion” refers to the excess of the principal balance of the [related] Trust Asset[s] over the Class Principal Balance of the [related] Callable Class Securities.] Investors can calculate the amount of principal to be distributed with respect to any Distribution Date by using the Class Factors published in the preceding and current months. See “— Class Factors” below.

### **Redemption and Exchange**

The Holder of [each] [the] Call Class Security will have the right to direct the Trustee to cause the redemption of the [related] Callable Class Securities, in whole but not in part, on [any Distribution Date on or after the Initial Redemption Date [and on or before the Final Redemption Date]] [the Distribution Date coinciding with the Initial Redemption Date (which is also the Final Redemption Date)]. However, such a redemption may be effected only if, as of the time specified in the Trust Agreement on the date the Trustee receives notice from the Holder of the [related] Call Class Security directing such redemption, the [related] Trust Asset[s] [has] [have] a market value in excess of [its] [their] outstanding principal balance. The determination by the Trustee of the market value, in accordance with the Trust Agreement, will (in the absence of manifest error) be final and binding. [Each] [The] redemption of Callable Class Securities will be made at the Redemption Price (defined below) for such Securities.

The Holder of [the] [a] Call Class Security proposing to effect a redemption may notify the Trustee at any time during the month preceding redemption but must do so no later than 11:00 a.m. Eastern time on the third Business Day preceding the last calendar day of such month ([the] [each, a] “Redemption Notice Date”). Any such notice is required to be delivered to the Trustee in writing at its Corporate Trust Office [address]. The Trustee may be contacted by telephone at [ ], and by fax at [ ]. Any notice received after 11:00 a.m. will be deemed to be received on the next following Business Day before 11:00 a.m.

No later than the [applicable] Redemption Notice Date, the Holder of the [applicable] Call Class Security must surrender [its] [the] Call Class Security to the Trustee and deposit a fee (the “Exchange Fee”) and the Redemption Amount with the Trustee. The “Redemption Amount” will equal the sum of:

- the outstanding principal balance of the [related] Trust Asset[s] based on the Certificate Factor[s] published for such Trust Asset[s] for the month prior to the month of redemption, and
- an amount equal to the interest that would be payable on the [related Class of] Callable Class Securities for the period from the first day of the month of redemption to the Redemption Date, calculated on the basis of [its] [the applicable] Interest Rate and Class Factor published in the month preceding redemption[; provided, however, that in the event of a redemption during the month in which the Interest Rate on the Callable Class Securities is scheduled to increase as described under “*Terms Sheet — Interest Rates*” in this Offering Circular, the applicable Interest Rate used to calculate such accrued interest will be the [lower] [higher] Interest Rate in effect for the Callable Class Securities during the month preceding the month of redemption]. [The applicable Interest Rate used to calculate such interest will be the [higher][lower] Interest Rate in effect for the Callable Class Securities during the month of redemption.]

*Example:* [If the Redemption Date falls on the 16<sup>th</sup> day of the month, the Redemption Amount will include 15 days of accrued interest.] [If the Redemption Date falls on the 20<sup>th</sup> day of the month, the Redemption Amount will include 19 days of accrued interest.]

The Exchange Fee for any redemption will equal the greater of:

- \$5,000 or
- the lesser of \$15,000 or 1/32 of 1% of the outstanding principal balance of the [applicable] Callable Class Securities.

Upon delivery of the Redemption Amount and the Exchange Fee, surrender of the [applicable] Call Class Security to the Trustee and determination of a satisfactory market value for such Trust Asset[s] as described above, the notice of redemption and exchange will become irrevocable, and redemption of the [related] Callable Class Securities will be made on the Distribution Date in the month following the month of the [related] Redemption Notice Date.

On the Redemption Date, the Trustee will redeem the [applicable Class of] Callable Class Securities by distributing to each Holder of [the] [such related] Callable Class Securities its pro rata share of the Redemption Price for [the] [such Class of] Callable Class Securities. The “Redemption Price” will equal to the sum of:

- 100% of the outstanding principal balance of [the] [such Class of] Callable Class Securities;
- accrued interest at the Interest Rate borne by [the] [such Class of] Callable Class Securities for the Accrual Period preceding such Redemption Date, based on the outstanding principal balance thereof; and
- additional accrued interest at the [related] [applicable] Interest Rate for the period from the first day of the month of redemption to the Redemption Date, calculated on a reduced principal balance determined on the basis of the Class Factor for [the] [such Class of] Callable Class Securities that would have been published in the month of redemption were no redemption to occur; provided, however, that in the event of a redemption during the month in which the Interest Rate on [the] [such Class of] Callable Class Securities is scheduled to increase as described under “*Terms Sheet — Interest Rates*” in this Offering Circular, the applicable Interest Rate used to calculate such additional accrued interest will be the [lower] [higher] Interest Rate in effect for [the] [such Class of] Callable Class Securities during the month preceding the month of redemption]. [The applicable Interest Rate used to calculate such additional accrued interest will be the [higher][lower] Interest Rate in effect for the Callable Class Securities during the month of redemption.]

*Example:* [If the Redemption Date falls on the 16<sup>th</sup> day of the month, the Redemption Price will include 15 days of additional accrued interest.] [If the Redemption Date falls on the 20<sup>th</sup> day of the month, the Redemption Price will include 19 days of additional accrued interest.]

Distribution of the Redemption Price in respect of the [related] Callable Class Securities on the [related] Redemption Date will be in lieu of any distribution of principal and interest that would otherwise be made on that date.

Subject to the conditions described above, the Trustee will deliver the [related] Trust Asset[s] to the Holder of the [applicable] Call Class Security on the first Business Day of the month of redemption. In addition, on the Redemption Date, the Trustee will remit to the Holder of [the] [such] Call Class Security the sum of:

- the positive difference, if any, of the Redemption Amount paid by such Holder and the distributions received on the [related] Trust Asset[s] in the month of redemption [(net[, if applicable,] [ of the Trustee Fee payable to the Trustee on such date)] less the Redemption Price for [the] [such] Callable Class Securities, and
- investment earnings, if any, on the Redemption Amount (which, following deposit, is expected to be invested by the Trustee in short-term Treasury obligations).

Amounts distributable to the Holder of [the] [such] Call Class Security on a Redemption Date will constitute principal or interest to the extent of the source of such amounts, as provided in the Trust Agreement.

[The Holder of both [a][the] Call Class Security and all of the outstanding related Callable Class Securities shall have the right to exchange such Call Class Security and 100% of the outstanding balance of the related Callable Class Securities for the related Trust Assets. The Holder of such Securities proposing to effect such an exchange must notify the Trustee at least three Business Days preceding the exchange date (the “Exchange Date”), as described above. On the Business Day prior to the Exchange Date, the Holder will deliver the Securities to the Trustee and deposit with the Trustee a Transaction Fee in the amount of \$\_\_\_\_\_, and the exchange will become irrevocable. On the Exchange Date, the Trustee shall cancel such Securities, shall cause the removal of such Callable Class Securities from the Book-Entry Depository Account and shall credit the remaining related Trust Assets to the account of the surrendering Holder.]\*

[After the Final Redemption Date [for a Security Group], the Holder of all of the outstanding Callable Class Securities [for that Security Group] will have the right to direct the Trustee to exchange 100% of the outstanding balance of the Callable Class Securities for the [related underlying] Trust Asset[s]. However, such an exchange may be effected only if none of [the] [such] Callable Class Securities are held by a REMIC Trust. The Holder of a Callable Class proposing to effect such an exchange must notify the Trustee at least three Business Days preceding the exchange date (the “Exchange Date”), as described above.

On the Business Day prior to the Exchange Date, the Holder will [pay the Exchange Fee, as described above, and]\*\* deliver the Callable Class Securities to the Trustee, and the exchange will become irrevocable. On the Exchange Date the Trustee shall credit the remaining Trust Asset[s] [underlying the related Security Group] to the account of the surrendering Holder.]

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\* **NOTE TO TRUST COUNSEL:** the foregoing exchange option should be included if the Trustee requires the payment of a Transaction Fee.

\*\* **NOTE TO TRUST COUNSEL:** an Exchange Fee is not required by Ginnie Mae, but if one is to be charged under these circumstances, it must be disclosed.

## **Class Factors**

The Trustee will calculate and make available for [the] [each Class of] Callable Class Securities, no later than the day preceding the [applicable] Distribution Date, the factor (carried out to eight decimal places) that when multiplied by the original Class Principal Balance [of that Class] [thereof], determines the Class Principal Balance after giving effect to the distribution of principal to be made on the Securities [(and any addition to the Class Principal Balance of [the] [an] Accrual Class)] on that Distribution Date (each, a “Class Factor”).

- The Class Factor for [the] [any Class of] Callable Class Securities for each month following the issuance of the Securities will reflect its remaining Class Principal Balance after giving effect to any principal distribution [(or addition to principal)] to be made on the Distribution Date occurring in that month.
- The Class Factor for [the] [each Class of] Callable Class Securities for the month of issuance is 1.00000000.
- Based on the Class Factors published in the preceding and current months (and Interest Rate[s]), investors in [the] [any Class of] Callable Class Securities [(other than [an] [the] Accrual Class)] can calculate the amount of principal and interest to be distributed to that Class [and investors in [the][an] Accrual Class can calculate the total amount of principal [and interest] to be distributed to (or interest to be added to the Class Principal Balance of) that Class] on the Distribution Date in the current month.
- Investors may obtain current Class Factors on Ginnie Mae’s Multiclass Securities e-Access located on Ginnie Mae’s website (“e-Access”).

## **Termination**

The Trustee, at its option, may purchase or cause the sale of the Trust Asset[s] (unless the Holder of [the] [a] Call Class Security has previously tendered its notice of redemption) and thereby terminate the Trust on any Distribution Date on which the aggregate of the Class Principal Balances of the Securities is less than 1% of the aggregate original Class Principal Balances of the Securities.

Upon any termination of the Trust, the Holder of any outstanding Callable Class Security will be entitled to receive that Holder’s allocable share of the Class Principal Balance of that Class of Callable Class Securities plus any accrued and unpaid interest thereon at the applicable Interest Rate.

Upon any such termination, no amounts will be distributable with respect to the Call Class Securit[y][ies].

## **YIELD, MATURITY AND PREPAYMENT CONSIDERATIONS**

### **General**

The prepayment experience of the Mortgage Loans underlying the [related] Trust Asset[s] will affect the Weighted Average Lives of and the yields realized by investors in the [related] Securities.

- The Mortgage Loans do not contain “due-on-sale” provisions, and any Mortgage Loan may be prepaid in full or in part at any time without penalty.
- The rate of payments (including prepayments and payments in respect of liquidations) on the Mortgage Loans is dependent on a variety of economic, geographic, social and other factors, including prevailing market interest rates and general economic factors.

The rate of prepayments with respect to single-family mortgage loans has fluctuated significantly in recent years. Although there is no assurance that prepayment patterns for the Mortgage Loans will conform to patterns for more traditional types of conventional fixed-rate mortgage loans, generally:

- if mortgage interest rates fall materially below the Mortgage Rates on any of the Mortgage Loans (giving consideration to the cost of refinancing), the rate of prepayment of those Mortgage Loans would be expected to increase; and
- if mortgage interest rates rise materially above the Mortgage Rates on any of the Mortgage Loans, the rate of prepayment of those Mortgage Loans would be expected to decrease.

In addition, following any Mortgage Loan default and the subsequent liquidation of the underlying Mortgaged Property, the principal balance of such Mortgage Loan will be distributed through a combination of liquidation proceeds, advances from the related Ginnie Mae Issuer and, to the extent necessary, proceeds of Ginnie Mae’s guaranty of the Trust Asset[s]. As a result, defaults experienced on the Mortgage Loans will accelerate the distribution of principal of the Securities.

Under certain circumstances, the Trustee has the option to purchase the Trust Asset[s], thereby effecting early retirement of the Securities. See “*Description of the Securities — Termination*” in this Offering Circular.

[Investors in the [Group [ ]] Securities are urged to review the discussion under “Risk Factors — *The rate of payments on the underlying certificate[s] will directly affect the rate of payments on the [group [ ]] securities*” in this Offering Circular.]

In addition, the Callable Class Securities are subject to redemption. See “*Risk Factors — Callable class securities are subject to redemption prior to their final distribution date.*”

### **Assumability**

Each Mortgage Loan may be assumed, subject to HUD review and approval upon the sale of the related Mortgaged Property.

### **Final Distribution Date**

The Final Distribution Date for each Callable Class Security, which is set forth on the front cover of this Offering Circular, is the latest date on which the [related] Class Principal Balance [thereof] will be reduced to zero.

- The actual retirement of any Security may occur earlier than its Final Distribution Date (as a result of the occurrence of a redemption or otherwise).

- According to the terms of the Ginnie Mae Guaranty, Ginnie Mae will guarantee payment in full of the Class Principal Balance of the Callable Class Securities no later than their [respective] Final Distribution Date[s].

## Modeling Assumptions

[Unless otherwise indicated, the] [The] tables that follow have been prepared on the basis of [the characteristics of the Underlying Certificate[s], the characteristics of the Mortgage Loans underlying the Underlying Certificate[s] based on information as of the first Business Day of [month/year of closing], the priorities of distributions on the Underlying Certificate[s] and] the following assumptions (the “Modeling Assumptions”), among others:

1. [The Mortgage Loans underlying the [Group [ ] ] [Trust Assets]] have the [assumed] characteristics shown under “[Assumed] Characteristics of the Mortgage Loans Underlying the [Group [ ] ] Trust Asset[s]” in the Terms Sheet[s] [of the Underlying Certificate Disclosure Document[s],], except in the case of information set forth under the 0% PSA Prepayment Assumption Rate, for which each Mortgage Loan [underlying a [Group [ ] ] Trust Asset] [is assumed to have an original and a remaining term to maturity of [180] months [and] [each Mortgage Loan underlying a Group [ ] Trust Asset] is assumed to have an original and a remaining term to maturity of [360] months [and] [each Mortgage Loan underlying a Group [ ] Trust Asset] [is assumed to have] a Mortgage Rate of 1.50% per annum higher than the related Certificate Rate.]\*
2. The Mortgage Loans prepay at the constant percentages of PSA (described below) shown in the related table.
3. Distributions on the [Group 1] Securities are always received on the [16th day of the month] [,] [and distributions on the [Group 2] Securities are always received on] [the 20th day of the month], [in each case,] whether or not a Business Day, commencing in [ ], 20[ ].
4. A termination of the Trust [or the Underlying Trust[s]] does not occur.
5. The Closing Date for the Securities is [ ], 20[ ].
6. No expenses or fees are paid by the Trust other than the Trustee Fee.
7. [Distributions on the Underlying Certificate[s] are made as described in the [related] Underlying Certificate Disclosure Document[s].]
8. [Except as otherwise indicated, no redemption of the Callable Class Securities occurs as described under “*Description of the Securities — Redemption and Exchange*” in this Offering Circular.]

When reading the tables and the related text, investors should bear in mind that the Modeling Assumptions, like any other stated assumptions, are unlikely to be entirely consistent with actual experience.

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\* **Note to Trust Counsel:** For Trust Assets consisting of previously issued certificates, include the related exceptions from this modeling assumption that are included in the Underlying Certificate Disclosure Documents.

- For example, most of the Mortgage Loans will not have the characteristics assumed, many Distribution Dates will occur on a Business Day after the [[16th] [20th] day of the month] [16th or 20th day of the month, as applicable], a redemption may occur, and the Trustee may cause a termination of the Trust as described under “*Description of the Securities — Termination*” in this Offering Circular.
- In addition, distributions on the Securities are based on Certificate Factors, which may not reflect actual receipts on the Trust Asset[s].

### **Decrement Table[s]**

Prepayments of mortgage loans are commonly measured by a prepayment standard or model. The model used in this Offering Circular, Prepayment Speed Assumption (“PSA”), is the standard prepayment assumption model of The Securities Industry and Financial Market Association. PSA represents an assumed rate of prepayment each month relative to the then outstanding principal balance of the Mortgage Loans to which the model is applied.

The decrement table[s] set forth below [is] [are] based on the assumption that the Mortgage Loans prepay at the indicated percentages of PSA (the “PSA Prepayment Assumption Rates”). As used in the table[s], each of the PSA Prepayment Assumption Rates reflects a percentage of the 100% PSA assumed prepayment rate. **The Mortgage Loans will not prepay at any of the PSA Prepayment Assumption Rates, and the timing of changes in the rate of prepayments actually experienced on the Mortgage Loans will not follow the pattern described for the PSA assumption.**

The decrement table[s] set forth below illustrate[s] the percentage of the original Class Principal Balance of [the] [each Class of] Callable Class Securities that would remain outstanding following the distribution made each specified month, based on the assumption that the [related] Mortgage Loans prepay at the PSA Prepayment Assumption Rates. The percentages set forth in the following decrement table[s] have been rounded to the nearest whole percentage (including rounding down to zero).

The decrement table[s] also indicate[s] the Weighted Average Life of [the] [each Class of] Callable Class Securities under each PSA Prepayment Assumption Rate. The Weighted Average Life of [the] [each Class of] Callable Class Securities is calculated by:

- (a) multiplying the net reduction, if any, of the Class Principal Balance from one Distribution Date to the next Distribution Date by the number of years from the date of issuance thereof to the related Distribution Date,
- (b) summing the results, and
- (c) dividing the sum by the aggregate amount of the assumed net reductions in principal balance referred to in clause (a).

**The Weighted Average Lives are likely to vary, perhaps significantly, from those set forth in the table[s] below due to the differences between the actual characteristics of the Mortgage Loans underlying the [related] Trust Asset[s] and the Modeling Assumptions.**



## Yield Considerations

An investor seeking to maximize yield should make a decision whether to invest in any Security based on the anticipated yield of that Security resulting from its purchase price, the investor's own projection of Mortgage Loan prepayment rates under a variety of scenarios [,] [and] [[in the case of the Group [ ] Securities,] the investor's own projection of payment rates on the Underlying Certificates[s] under a variety of scenarios] and the likelihood and timing of any redemption or the yield of any Security. **No representation is made regarding Mortgage Loan prepayment rates, [Underlying Certificate payment rates,] the likelihood or timing of any redemption or the yield of any Security.**

### *Prepayments: Effect on Yields*

In the case of Callable Class Securities, the yields to investors will be sensitive in varying degrees to the rate of prepayments on the [related] Mortgage Loans.

- In the case of Callable Class Securities purchased at a premium, faster than anticipated rates of principal payments or an early redemption could result in actual yields to investors that are lower than the anticipated yields.
- In the case of Callable Class Securities purchased at a discount, slower than anticipated rates of principal payments or the absence of a redemption could result in actual yields to investors that are lower than the anticipated yields.

*See "Risk Factors — Rates of principal payments and the occurrence and timing of any redemption can reduce your yield" in this Offering Circular.*

Rapid rates of prepayments on the Mortgage Loans or a redemption are likely to coincide with periods of low prevailing interest rates.

During periods of low prevailing interest rates, the yields at which an investor may be able to reinvest amounts received as principal payments on the Callable Class Securities may be lower than the yield on such securities.

Slow rates of prepayments on the Mortgage Loans and the absence of a redemption are likely to coincide with periods of high prevailing interest rates.

During periods of high prevailing interest rates, the amount of principal payments available to an investor for reinvestment at those high rates may be relatively low.

The Mortgage Loans will not prepay at any constant rate until maturity, nor will all of the Mortgage Loans **[NOTE TO TRUST COUNSEL: INCLUDE THE FOLLOWING IF THERE IS MORE THAN ONE GROUP: underlying any Trust Asset Group]** prepay at the same rate at any one time. The timing of changes in the rate of prepayments may affect the actual yield to an investor, even if the average rate of principal prepayments is consistent with the investor's expectation. In general, the earlier a prepayment of principal (including as a result of a redemption) on the Mortgage Loans, the greater the effect on an investor's yield. As a result, the effect on an investor's yield of principal prepayments occurring at a rate higher (or lower) than the rate anticipated by the investor during the period immediately following the Closing Date is not likely to be offset by a later equivalent reduction (or increase) in the rate of principal prepayments.

### *Payment Delay: Effect on Yields*

The effective yield on [the] [each Class of] Callable Class Securities will be less than the yield otherwise produced by the Interest Rate thereon and purchase price because 30 days' interest will be payable on such Securities even though interest began to accrue approximately [46] [or] [50] days earlier [, as applicable] and, except upon a redemption, [the] [each Class of] Callable Class Securities will not bear interest during such delay.

### **Weighted Average Life and Yield Table[s]**

The following table[s] show[s] the Weighted Average Lives (in years) and the pre-tax yields to maturity on a corporate bond equivalent basis of [the] [each Class of] Callable Class Securities at various constant percentages of PSA and various redemption scenarios.

The Mortgage Loans will not prepay at any constant rate until maturity. Moreover, it is likely that the Mortgage Loans will experience actual prepayment rates that differ from those of the Modeling Assumptions. In addition, no assurance can be made as to the likelihood or timing of any redemption. **Therefore, the actual pre-tax yield of [the] [each Class of] Callable Class Securities may differ from those shown in the [applicable] table below for that Class even if the Class is purchased at the assumed price shown.**

The yields were calculated by

1. determining the monthly discount rates that, when applied to the applicable assumed streams of cash flows to be paid on [the] [applicable] Callable Class Securities, would cause the discounted present value of the assumed streams of cash flows to equal the assumed purchase price of that Class plus accrued interest, and
2. converting the monthly rates to corporate bond equivalent rates.

These calculations do not take into account variations that may occur in the interest rates at which investors may be able to reinvest funds received by them as distributions on their Securities and consequently do not purport to reflect the return on any investment in the Callable Class Securities when those reinvestment rates are considered.

The information set forth in the following table[s] was prepared on the basis of the Modeling Assumptions and the assumption[s] that [(1) a redemption of [the] [a Class of] Callable Class Securities either does not occur or occurs on the indicated Redemption Date, (2) interest is paid through the day preceding such Redemption Date and [(3)] the purchase price of [the] [each Class of] Callable Class Securities (expressed as a percentage of [the] [its] original Class Principal Balance [thereof]) plus accrued interest is as indicated in the [related] table. **The assumed purchase price is not necessarily that at which actual sales will occur.**

**[SECURITY GROUP 1]**

**Sensitivity of Class [A] [A1] to Prepayments  
Assumed Price: [ ]%\***

<u>Redemption Date</u>		<u>PSA Prepayment Assumption Rates</u>				
		<u>%</u>	<u>%</u>	<u>%</u>	<u>%</u>	<u>%</u>
[Date]	Weighted Average Life (years).....					
	Pre-Tax Yield.....	%	%	%	%	%
[Date]	Weighted Average Life (years).....					
	Pre-Tax Yield.....	%	%	%	%	%
No Redemption	Weighted Average Life (years).....					
	Pre-Tax Yield.....	%	%	%	%	%

**[SECURITY GROUP 2]**

**Sensitivity of Class [A2] to Prepayments**

**Assumed Price: [ ]%\***

<u>Redemption Date</u>		<u>PSA Prepayment Assumption Rates</u>				
		<u>%</u>	<u>%</u>	<u>%</u>	<u>%</u>	<u>%</u>
[Date]	Weighted Average Life (years).....					
	Pre-Tax Yield.....	%	%	%	%	%
[Date]	Weighted Average Life (years).....					
	Pre-Tax Yield.....	%	%	%	%	%
No Redemption	Weighted Average Life (years).....					
	Pre-Tax Yield.....	%	%	%	%	%

\* The price does not include accrued interest. Accrued interest has been added to the price in calculating the yields set forth in the table.

## CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

### General

The following is a general discussion of the material United States federal income tax consequences to beneficial owners of the purchase, ownership, and disposition of the Securities. This discussion is based upon laws, regulations, rulings, and judicial decisions, now in effect, all of which are subject to change. This discussion does not purport to discuss all United States federal tax consequences applicable to all categories of investors, some of which may be subject to special rules. Investors should consult their own tax advisors in determining the United States federal, state, local, foreign and any other tax consequences to them of the purchase, ownership, and disposition of Securities.

### U.S. Treasury Circular 230 Notice

**The discussion contained in this Offering Circular as to certain United States federal tax consequences is not intended or written to be used, and cannot be used, for the purpose of avoiding United States federal tax penalties. Such discussion is written to support the promotion or marketing of the transactions or matters addressed in this Offering Circular. Each taxpayer to whom such transactions or matters are being promoted, marketed or recommended should seek advice based on its particular circumstances from an independent tax adviser.**

In the opinion of [Trust Counsel], each owner of a Callable Class Security will be treated for United States federal income tax purposes as the owner of a portion of a trust classified as a grantor trust under subpart E, part I of subchapter J of the Code. Neither the trust, nor any portion of the trust to which any particular Security relates, will be treated as a business entity classified as a corporation or as a partnership. An owner of [the] [a] Call Class Security, as is more fully explained below, will be treated as owning a call option on the [related] Trust Asset[s].

### The Callable Class Securities

*Status.* An owner of an interest in Callable Class Securities will be treated as (i) having purchased an undivided interest in the [related] Trust Asset[s], and (ii) as having written a call option on such undivided interest at the time of the purchase of the Callable Class Securities. An owner of Callable Class Securities will be treated as having written the call option to the holder of the [related] Call Class Security in exchange for an option premium in an amount equal to the fair market value of the call option.

*Allocations.* An owner of an interest in Callable Class Securities should be considered to have purchased its interest in those Callable Class Securities for an amount equal to the sum of the actual purchase price paid for the Callable Class Securities plus the amount of the option premium the owner is deemed to have received from the owner of the [related] Call Class Security. Consequently, an owner of Callable Class Securities will have a basis in those Callable Class Securities that will be greater than the purchase price paid directly by the owner to acquire the Callable Class Securities.

When an owner sells an interest in Callable Class Securities, the owner will be deemed to have sold its interest in the [related] Trust Asset[s] for a total price equal to the sum of the sales

price received from the purchaser for its interest in the Callable Class Securities plus the fair market value of the call option at the time of sale. The owner would, at the same time, be deemed to have made a payment to the purchaser in an amount equal to the fair market value of the option because the purchaser will have assumed the owner's obligation under the call option. Consequently, the amount realized by the owner upon the sale of Callable Class Securities will be greater than the purchase price paid directly by the purchaser.

*Taxation of Call Option Premium.* An owner of Callable Class Securities will not be required to include immediately in income the option premium that such owner is deemed to have received upon the purchase of Callable Class Securities. Instead, the owner must account for such premium when the call rights represented by the [related] Call Class Security are exercised, or when those rights lapse, or when those rights are otherwise terminated with respect to the owner.

An owner of Callable Class Securities will include option premium in income as short-term capital gain when the option lapses. The principal balance of the Trust Asset[s] to which the Callable Class Securities and the Call Class Security relate likely will be reduced over time through principal payments. Under existing authorities, it is not entirely clear whether the rights held by the owner of [the] [a] Call Class Security would be deemed to lapse as the [related] Trust [Asset pays] [Assets pay] down. The Tax Administrator will assume that the rights represented by [the] [a] Call Class Security lapse proportionately as principal (including both scheduled and unscheduled payments) is paid on the [related] Trust Asset[s] [and any remaining rights lapse on the [related] Final Redemption Date]. Thus, the Tax Administrator will treat an owner of Callable Class Securities as recognizing option premium income over time in proportion to principal payments made on the [related] Trust Asset[s]. There is no assurance that the United States Internal Revenue Service (the "IRS") would agree with this methodology. Each owner of Callable Class Securities is urged to consult its own tax advisor on these matters.

If an owner of [the] [a] Call Class Security exercises its rights to acquire the [related] Trust Asset[s], an owner of the [related] Callable Class Securities would include in its amount realized from the sale of the [related] Trust Asset[s] an amount equal to the unamortized portion of the option premium. If an owner transfers its interest in Callable Class Securities, the transfer will be treated as a closing transaction with respect to the call option the owner is deemed to have written. As a result, the owner will recognize a short-term capital gain or loss equal to the difference between the unamortized amount of option premium and the amount the owner is deemed to pay to be relieved from the obligation under the option.

*[Exchange of Callable Class Securities for Underlying Trust Asset[s].* An exchange, as described under "*Description of Securities — Redemption and Exchange*," by the owner of all of the outstanding Callable Class Securities [for a Security Group] of 100% of the outstanding balance of such Callable Class Securities for the related Trust Asset[s] after the Final Redemption Date will not be a taxable event. Such owner will be treated as continuing to own after the exchange the same interest in the [related] Trust Asset[s] that it owned immediately prior to the exchange.]

### **The Call Class Securit[y][ies]**

*Status.* An owner of [the] [a] Call Class Security will be treated as having purchased a call option on the [related] Trust Asset[s] for an option premium in an amount equal to the price paid

for [such] [the] Call Class Security. If an owner of [the] [a] Call Class Security acquired an interest in the [related] Callable Class Securities, the call option likely would be treated as having been proportionately extinguished for at least as long as the owner of the Call Class Security held an interest in the related Callable Class Securities. Thus, an owner who owned both the Call Class Security and the [related] Callable Class Securities would be treated as owning the [related] Trust Asset[s].

*Taxation of Call Option Premium.* Because the price paid by the owner of [the] [a] Call Class Security to purchase such Security will be treated as an option premium for the right to acquire the [related] Trust Asset[s], it will be added to the purchase price paid for [the] [such] Trust Asset[s] upon exercise of the rights granted to the owner of [the] [a] Call Class Security if those rights are exercised. The owner of [the] [a] Call Class Security will recognize a loss as the call rights lapse. For a discussion of when those call rights are deemed to lapse, see “— *The Callable Class Securities — Taxation of Call Option Premium.*” If the Trust Asset[s] to be acquired by the owner of [the] [a] Call Class Security upon exercise of the call option would be [a] capital asset[s] in the owner’s hands, then the loss recognized on lapse of the option would be a capital loss.

### **Application of the Straddle Rules**

With respect to an owner of Callable Class Securities, the IRS might take the position that the owner’s interest in the [related] Trust Asset[s] and the call option constitute positions in a straddle. If this position were sustained, the straddle rules of section 1092 of the Code would apply. Under those rules, an owner selling its interest in the Callable Class Securities would be treated as selling its interest in the [related] Trust Asset[s] at a gain or loss. Such gain or loss would be short-term because the owner’s holding period would be tolled. Additionally, the straddle rules might require an owner to capitalize, rather than deduct, interest and carrying charges allocable to the owner’s interest in Callable Class Securities. Further, if the IRS were to take the position that an owner’s interest in the [related] Trust Asset[s] and the call option constituted a conversion transaction as well as a straddle, then a portion of the gain with respect to the [related] Trust Asset[s] or the call option might be characterized as ordinary income. Each owner of Callable Class Securities is urged to consult its own tax advisor regarding these matters.

## **STATE, LOCAL AND FOREIGN TAX CONSIDERATIONS**

In addition to the United States federal income tax consequences described in “Certain United States Federal Income Tax Consequences,” potential investors should consider the state, local and foreign income tax consequences of the acquisition, ownership, and disposition of the Securities. State, local and foreign income tax law may differ substantially from United States federal law, and this discussion does not purport to describe any aspect of the income tax laws of any state, locality or foreign country. Therefore, potential investors should consult their own tax advisors with respect to the various state, local and foreign tax consequences of an investment in the Securities.

## **ERISA MATTERS**

Ginnie Mae guarantees distributions of principal and interest with respect to the Callable Class Securities. The Ginnie Mae Guaranty is supported by the full faith and credit of the United

States of America. The Callable Class Securities will qualify as “guaranteed governmental mortgage pool certificates” within the meaning of a Department of Labor regulation, the effect of which is to provide that mortgage loans and participations therein underlying a “guaranteed governmental mortgage pool certificate” will not be considered assets of an employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), or subject to section 4975 of the Code (each, a “Plan”), solely by reason of the Plan’s purchase and holding of that certificate.

The redemption right in respect of [each] [the] Call Class Security and the exercise thereof might be treated under ERISA as principal transactions between the beneficial owners of the [related] Callable Class Securities and such beneficial owner of the Call Class Security. Thus, in theory, the acquisition or exercise of the redemption right as described herein by the Holder of [the] [a] Call Class Security could be characterized under certain circumstances as an ERISA prohibited transaction between a Plan and a “party in interest” (assuming that such Plan holds the [related] Callable or Call Class Securities and such “party in interest” or disqualified organization holds the [related] Call or Callable Class Securities), unless an ERISA prohibited transaction exemption, such as PTE 84-14 (for Transactions by Independent Qualified Professional Asset Managers), is applicable. [The] [A] Call Class Security may be deemed to be an option to acquire a guaranteed governmental mortgage pool certificate rather than such a certificate. *ERISA plan fiduciaries should consult with their counsel concerning these issues.*

Governmental plans and certain church plans, while not subject to the fiduciary responsibility provisions of ERISA or the prohibited transaction provisions of ERISA and the Code, may nevertheless be subject to local, state or other federal laws that are substantially similar to the foregoing provisions of ERISA and the Code. Fiduciaries of any such plans should consult with their counsel before purchasing any of the Securities.

**Prospective Plan Investors should consult with their advisors, however, to determine whether the purchase, holding or resale of a Security could give rise to a transaction that is prohibited or is not otherwise permissible under either ERISA or the Code.**

## LEGAL INVESTMENT CONSIDERATIONS

Institutions whose investment activities are subject to legal investment laws and regulations or to review by certain regulatory authorities may be subject to restrictions on investment in the Securities. **No representation is made about the proper characterization of any Security for legal investment or other purposes, or about the permissibility of the purchase by particular investors of any Securities under applicable legal investment restrictions.**

**Investors should consult their own legal advisors regarding applicable investment restrictions and the effect of any restrictions on the liquidity of the Securities prior to investing in the Securities.**

## PLAN OF DISTRIBUTION

Subject to the terms and conditions of the Sponsor Agreement, the Sponsor has agreed to purchase all of the Securities if any are sold and purchased. [The Sponsor proposes to convey the Callable Class Securities to a Ginnie Mae REMIC Trust and to offer [the] [each] Call Class Security to the public from time to time for sale in negotiated transactions at varying prices to be determined at the time of sale.] [The Sponsor proposes to offer the Callable Class Securities and

[the] [each] Call Class Security to the public from time to time for sale in negotiated transactions at varying prices to be determined at the time of sale, plus accrued interest, if any.] The Sponsor may effect these transactions by sales to or through certain securities dealers. These dealers may receive compensation in the form of discounts, concessions or commissions from the Sponsor and/or commissions from any purchasers for which they act as agents. Some of the Securities may be sold through dealers in relatively small sales. In the usual case, the commission charged on a relatively small sale of securities will be a higher percentage of the sales price than that charged on a large sale of securities.

### **INCREASE IN SIZE**

Before the Closing Date, Ginnie Mae, the Trustee and the Sponsor may agree to increase the size of this offering. In that event, the [Group [ ] ] Securities will have the same characteristics as described in this Offering Circular, except that the original Class Principal Balance of [the] [each Class of] Callable Class Securities will increase by the same proportion. The Trust Agreement, the Final Data Statement and the Supplemental Statement, if any, will reflect any increase in the size of the transaction.

### **LEGAL MATTERS**

Certain legal matters will be passed upon for Ginnie Mae by [Hunton & Williams LLP[,] [and Harrell & Chambliss LLP, Richmond, Virginia,] for the Trust by [ ]; and for the Trustee by [ ].

Exhibit A

Underlying Certificate[s]

[Trust Asset Group [or Subgroup]]	Issuer	Series	Class	Issue Date	CUSIP Number	Interest Rate	Interest Type(1)	Final Distribution Date	Principal Type(1)	Original Principal [or Notional Balance] of Class	Underlying Certificate Factor(2)	Principal or Notional Balance in the Trust	Percentage of Class in Trust	[[Approximate] [Weighted Average] Mortgage Rate of Mortgage Loans]	[Approximate Weighted Average Coupon of Mortgage Loans] [(3)] [(4)]	Approximate Weighted Average Remaining Term to Maturity of Mortgage Loans (in months) [(3)] [(4)]	Approximate Weighted Average Loan Age of Mortgage Loans (in months) [(3)] [(4)]	Ginnie Mae I or II
			[(6)]				[(5)]											
			[(8)]															
			[(9)]															
			[(10)]															

- (1) As defined under “Class Types” in Appendix I to the Base Offering Circular.
  - (2) Underlying Certificate Factor[s] [is] [are] as of [ ] 20[ ].
  - (3) Based on information as of the first Business Day of [month/year of closing].
  - (4) [In the case of the Underlying Certificate[s] included in Trust Asset Group[ ], [B] [b]ased on assumed mortgage characteristics as set forth under “Assumed Characteristics of the Mortgage Loans Underlying the [Group [ ]] Trust Asset[s]” in the Terms Sheet[s] of the [related] Underlying Certificate Disclosure Document[s].]
  - (5) [The Interest Rate will be calculated as described under “Terms Sheet — Interest Rates” in the [related] Underlying Certificate Disclosure Document, excerpts of which are attached as Exhibit B to this Offering Circular.]]
  - (6) MX Class.]
  - (7) The Mortgage Loans underlying Class [ ] may include higher balance Mortgage Loans. *See “Risk Factors” in this Offering Circular.*]
- [NOTE TO TRUST COUNSEL: Modify footnotes (8), (9) and (10) as appropriate for Underlying Certificates in the Transaction]**
- (8) [Class[es] [ ] [and [ ]] [is an] [are] MX Class[es] that [is] [are] derived from [REMIC Classes] [other MX Classes] of separate Security Groups.]
  - (9) Trust Asset Group[s] [ ] [Class [ ]] [is] [are] backed by [a] previously issued [REMIC] [or] [MX] Certificate[s], Class[es] [ ] [and [ ]] from Ginnie Mae REMIC Trust [ - ] [and Class[es] [ ] [and [ ]] from Ginnie Mae MX Trust [ - ]], copies of the Cover Page[s] and Terms Sheet[s] from which are included in Exhibit B to this Supplement.]
  - (10) [Class[es] [ ] [and [ ]] [is] [are] backed by [a] previously issued [REMIC] [or] [MX] certificate[s], Class[es] [ ] [and [ ]] from Ginnie Mae [REMIC] [MX] Trust [ - ] [and Class [ ] from Ginnie Mae REMIC Trust [ - ].] [Class [ ] is in turn backed by [a] previously issued certificate[s], Class [ ] from Ginnie Mae REMIC Trust [ - ] [and Class [ ] from Ginnie Mae MX Trust [ - ]]. [Copies of the Cover Page[s][,] [and] Terms Sheet[s][,] and Exhibit A][,] and Schedule I][,] if applicable] from Ginnie Mae REMIC Trust [ - ], [ - ] and [ - ] are included in Exhibit B.] [[This] [These] previously issued certificate[s] are [indirectly] backed by certain mortgage loans whose approximate weighted average characteristics are as follows:

Series	Class	[Approximate Weighted Average] Coupon of Mortgage Loans(3)	Approximate Weighted Average Remaining Term to Maturity of Mortgage Loans (in months) (3)	Approximate Weighted Average Loan Age of Mortgage Loans (in months) (3)
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**Exhibit B**

**Cover Page[s] [,] [and] Terms Sheet[s] [,] [and] [Schedule I[, if applicable,]]  
[and Exhibit A[, if applicable,]] from Underlying Certificate Disclosure Document[s]**



\$[ ]

**Government National  
Mortgage Association**

**GINNIE MAE<sup>®</sup>**

**Guaranteed Callable Pass-Through Securities  
Ginnie Mae Callable Trust 20[ ]-C[ ]**

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***OFFERING CIRCULAR***

**[ ], 20[ ]**

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**[SPONSOR]**

**FORM OF TRUST AGREEMENT FOR CALLABLE TRUSTS**

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**GOVERNMENT NATIONAL MORTGAGE ASSOCIATION**

**GUARANTEED CALLABLE PASS-THROUGH SECURITIES**

**CALLABLE TRUST, SERIES 20\_\_-C\_\_**

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**TRUST AGREEMENT**

**between**

\_\_\_\_\_,  
**as Sponsor**

**and**

\_\_\_\_\_,  
**as Trustee**

**DATED AS OF**

\_\_\_\_\_, 20\_\_

## TRUST AGREEMENT

THIS TRUST AGREEMENT (the “Trust Agreement”), dated as of \_\_\_\_\_, 20\_\_, is entered into by and between \_\_\_\_\_, a \_\_\_\_\_ [corporation] [limited liability company] [limited partnership] (the “Sponsor”), and \_\_\_\_\_, a \_\_\_\_\_ [banking corporation], as trustee (the “Trustee”).

**Section 1. Standard Trust Provisions.** The Standard Trust Provisions for Callable Trusts, \_\_\_\_\_, 20\_\_ Edition (“the Standard Trust Provisions”)[, as amended through \_\_\_\_\_, 20\_\_], are herein incorporated by reference and shall be considered a part of this Trust Agreement as if set forth herein in full.

**Section 2. Defined Terms.** Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Glossary contained in the Ginnie Mae Multiclass Securities Guide, October 1, 2011 Edition [, as amended through \_\_\_\_\_, 20\_\_], as supplemented by both the Terms Sheet in the Offering Circular attached hereto as Schedule C and the definitions set forth below:

Accrual Class[es]: [Each of the Class [ ] and Class [ ] Securities.] [Class [ ].]

Book-Entry Securities: The Securit[y][ies] identified as [a] Callable Class[es] in the Issuance Statement attached hereto as Exhibit 1.

Call Class Security: [Each of the Class B1 and Class B2 Securities.] [The Class B Security.]

Callable Class Securities: [The Class A Securities.] [The Class A1 and Class A2 Securities.]

Closing Date: \_\_\_\_\_, 20\_\_.

Corporate Trust Office: \_\_\_\_\_.

Distribution Date: [[For the Group 1 Securities, the] [The] 16th day of each month or, if the 16th day is not a Business Day, the first Business Day thereafter, commencing in \_\_\_\_\_, 20\_\_.] [[For the Group 2 Securities,] [The] the 20th day of each month or, if the 20th day is not a Business Day, the first Business Day following the 20th day, commencing in \_\_\_\_\_, 20\_\_.]

Exchange Fee: As defined in the Offering Circular. [In addition to a redemption of [any][the] Callable Class Securities by the Holder of the [related] Call Class Security as described in the Offering Circular, the Holder of [any][the] Call Class or [any][the] Callable Class, as applicable, shall also pay an Exchange Fee in connection with any exchange made in accordance with Section 7.05 of the Standard Trust Provisions.]

Final Data Statement: The statement attached to the Accountants’ Agreed-Upon Procedures Report as of the Closing Date as Schedule A, a copy of which is attached hereto.

[The Final Data Statement separately identifies the [Trust Assets in each Trust Asset Group] [Trust Asset underlying the Securities] [and the Group T Trust Assets].]

[Final Redemption Date]: [The Distribution Date occurring in \_\_\_\_\_, 20\_\_.]  
[As identified in the Offering Circular with respect to each Callable Class.]

Ginnie Mae Guaranty Fee: [Note to Trust Counsel: The Ginnie Mae Guaranty Fee shall be the greater of (x) the sum of 0.02% of the first \$200,000,000 of Original Class Principal Balance of the related Callable Class (or Classes) and 0.01% of any additional amounts; and (y) \$40,000.]\*

[Group [1] Trust Assets]: The Trust Assets underlying Security Group [1].]\*\*

[Group [2] Trust Assets]: The Trust Assets underlying Security Group [2].]

[Group T Trust Assets]: The Trust Assets identified as such on the Final Data Statement.

Increased Minimum Denomination Class[es]: [[Each] [The] Callable Class.] [Class \_\_\_\_][and \_\_\_\_].] [None.]

Initial Redemption Date: [The Distribution Date occurring in \_\_\_\_\_, 20\_\_.]  
[As identified in the Offering Circular with respect to each Callable Class.]

Offering Circular: The Offering Circular for Ginnie Mae Callable Trust 20\_\_ -C\_\_.

Redemption Amount: As defined in the Offering Circular.

Redemption Price: As defined in the Offering Circular.

Registrar: The Trustee.

[Security Group]: Each group of Securities set forth on the front cover of the Offering Circular, each consisting of the Call Class Security and the Callable Class Securities with the same numerical designation.]\*\*\*

[Security Group [1]]: The Class A1 and Class B1 Securities.]

[Security Group [2]]: The Class A2 and Class B2 Securities.]

Sponsor: The entity identified as such on the cover page hereof.

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\* The Ginnie Mae Guaranty Fee is subject to change by Ginnie Mae.

\*\* **Note to Trust Counsel**: If Trust Asset Groups are too numerous to list individually, this and similar definitions may be deleted, in which case the definition "Trust Asset Group" must be included.

\*\*\* **Note to Trust Counsel**: May be used in place of separate Security Group definitions if such groups are too numerous to list individually.

Sponsor Agreement: The Sponsor Agreement relating to Ginnie Mae Callable Trust 20\_\_-C\_\_, by and between the Sponsor and Ginnie Mae, dated \_\_\_\_\_, 20\_\_.

Tax Administrator: The Trustee.

[Transaction Fee: \$ \_\_\_\_\_, which shall be retained by the Trustee.]

Trust: The Ginnie Mae Callable Trust created pursuant to the Trust Agreement.

[Trust Asset Group: With respect to each Security Group, the Trust Assets with the same numerical designation as such Security Group.]

Trust Assets: Collectively, the certificates listed in the Final Data Statement.

Trust Counsel: \_\_\_\_\_.

Trustee: The entity identified as such on the cover page hereof, or its successor in interest, or any successor trustee appointed as herein provided.

Trustee Fee: [All principal and interest distributions received on the Group T Trust Assets] [\_\_\_ of all principal and interest distributions received on the Group [ ] Trust Assets].

Trust Fund: The corpus of the trust established hereby, consisting of: (a) the Trust Assets and all distributions thereon on or after the first day of the month following the month in which the Closing Date occurs, (b) all of the Sponsor's right, title and interest in, but none of Sponsor's obligations under, the Sponsor Agreement, (c) the Trust Accounts, and (d) any proceeds of the foregoing.

**Section 3. Conveyance to the Trustee.** In consideration of all of the Securities issued hereunder, the receipt of which is hereby acknowledged by the Sponsor, the Sponsor does hereby sell, assign, transfer and convey to the Trustee, in trust for the benefit of the Holders, all of the Sponsor's right, title and interest in and to the Trust Fund.

**Section 4. Acceptance by the Trustee.** By its execution of this Trust Agreement, the Trustee acknowledges receipt of the Trust Fund and declares that it holds and will hold the Trust Fund in trust for the exclusive use and benefit of all present and future Holders pursuant to the terms of this Trust Agreement. The Trustee represents and warrants that (a) the Trustee holds the Trust Assets through the facilities of the applicable Depository, which has credited the Trust Assets to the related Depository Account, (b) the information relating to the Trust Assets set forth on the Final Data Statement conforms to information provided to the Trustee by the applicable Depository, (c) the Trustee acquired the Trust Assets on behalf of the Trust from the Sponsor in good faith, for value, and without notice or knowledge of any adverse claim, lien, charge, encumbrance or security interest (including, without limitation, federal tax liens or liens arising under ERISA), (d) except as permitted in this Trust Agreement, the Trustee has not and will not, in any capacity, assert any claim or interest in the Trust Assets, and (e) the Trustee has not encumbered or transferred its right, title or interest in the Trust Assets.

**Section 5. The Securities.**

(a) The Securities will be designated generally as the Ginnie Mae Guaranteed Callable Pass-Through Securities, Series 20\_\_-C\_. The aggregate principal amount of Securities that may be executed and delivered under this Trust Agreement is limited to \$\_\_\_\_\_, except for Securities executed and delivered upon registration of, or transfer of, or in exchange for, or in lieu of, other Securities. The (i) designation, (ii) Original Class Principal Balance, (iii) Interest Rate, (iv) Final Distribution Date, (v) Initial Redemption Date, (vi) Interest Type, [(vii) Final Redemption Date and (viii)] [and (vii)] CUSIP Number for each Class are set forth in the table on the front cover of the Offering Circular, attached hereto as Schedule B [or under “Interest Rate[s]” in Schedule C]. [The Securities comprise [ ] Security Groups; each Security Group will relate solely to the Trust Asset Group with the same numerical designation.]

(b) [Each] [The] Call Class Security shall be issued in certificated form and shall be substantially in the form of the related Exhibit attached hereto.

(c) The Book-Entry Securities shall be issued in book-entry form in the denominations specified in the Issuance Statement attached hereto as Exhibit 1.

[(d) The Increased Minimum Denomination Class[es] shall be offered in the minimum denomination[s] set forth under “Description of Securities—Form of Securities” in the Offering Circular.]

**Section 6. Distributions to Holders.** On each Distribution Date [with respect to a Security Group], the Trustee (or the Paying Agent on behalf of the Trustee) shall withdraw the Distribution Amount [for that Security Group] from the Trust Accounts in accordance with Section 3.04 of the Standard Trust Provisions and shall distribute [that] [such] Distribution Amount in the following manner:

(a) The Callable Class Securities shall receive interest for the related Accrual Period at the [respective] Interest Rate[s] set forth in Schedule [B] [C] [B or Schedule C, as applicable].

(b) The Principal Distribution Amount [, if any,] for such Distribution Date shall be distributed to the [related] Callable Class Securities.

[(c) [Each of Class [ ] and [ ]] [Class [ ]] is an Accrual Class. Interest will accrue on, and distributions will be made to (or added to the principal amount of) [each] such Class as set forth under “Accrual Class[es]” in Schedule C.]

**Section 7. Modification of Standard Trust Provisions.** The following modifications of the Standard Trust Provisions shall apply to this Trust Agreement:

[NONE]

**Section 8. Schedules and Exhibits.** Each of the Schedules and Exhibits attached hereto or referenced herein is incorporated herein by reference.

\* \* \* \* \*

IN WITNESS WHEREOF, the Sponsor and the Trustee have caused this Trust Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

**[SPONSOR]**, as Sponsor

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

Its: \_\_\_\_\_

**[TRUSTEE]**, as Trustee

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

Its: \_\_\_\_\_

STATE OF [NEW YORK]            )  
  ) ss.:  
COUNTY OF [NEW YORK]        )

The foregoing instrument was acknowledged before me in the County of [New York, New York,] this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ [corporation] [limited liability company] [limited partnership], on behalf of the corporation.

\_\_\_\_\_

Notary Public

My Commission expires: \_\_\_\_\_

STATE OF [NEW YORK]            )  
  ) ss.:  
COUNTY OF [NEW YORK]        )

The foregoing instrument was acknowledged before me in the County of [New York, New York], this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ banking corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

## LIST OF SCHEDULES AND EXHIBITS

Schedule A:	Copy of the Final Data Statement [NOTE TO TRUST COUNSEL: This is a photocopy of <u>Schedule A</u> to the Accountants' Closing Letter.]
Schedule B:	Front Cover of Offering Circular
Schedule C:	Terms Sheet of Offering Circular
Exhibit 1:	Issuance Statement
Exhibit[s] [B] [B1 through B[ ]]:	Form[s] of [Class B Security] [Class B1 through B[ ] Securities, respectively]

**STANDARD TRUST PROVISIONS FOR CALLABLE TRUSTS**

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**STANDARD TRUST PROVISIONS  
FOR CALLABLE TRUSTS**

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GOVERNMENT NATIONAL MORTGAGE ASSOCIATION  
GUARANTEED CALLABLE PASS-THROUGH SECURITIES

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October 1, 2011 Edition

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## **STANDARD TRUST PROVISIONS FOR CALLABLE TRUSTS**

THESE STANDARD TRUST PROVISIONS FOR CALLABLE TRUSTS are to be incorporated by reference in each Trust Agreement entered into by and between a Sponsor and a Trustee in connection with each Callable Series of Ginnie Mae's Guaranteed Callable Pass-Through Securities and shall apply to each such Callable Series except as otherwise provided in the related Trust Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the related Trust Agreement and the Glossary of the Ginnie Mae Multiclass Securities Guide in effect as of the date of the Trust Agreement, except that the term "Trust" shall mean "Callable Trust" and the term "Trust Agreement" shall mean "Callable Trust Agreement."

### **ARTICLE I**

#### **ESTABLISHMENT OF TRUST**

##### **Section 1.01. *Establishment of Trust.***

As of the Closing Date, the Sponsor will establish the Trust by depositing the Trust Assets identified in the related Trust Agreement with the Trust, and the Trust will issue the Securities, representing the entire beneficial ownership interest in the Trust, to the Sponsor as consideration for the Trust Assets.

##### **Section 1.02. *Sale of Trust Assets.***

The deposit of Trust Assets by a Sponsor to a Trust pursuant to the related Trust Agreement shall occur upon the Closing Date for such Callable Series and shall constitute a sale, assignment, transfer and conveyance by the Sponsor to the Trust of all right, title and interest in such Trust Assets as of the first day of the month of the Closing Date, notwithstanding any provision of federal or state law to the contrary.

##### **Section 1.03. *Registration of Trust Assets.***

Each Trust Asset included in each Trust will be registered in the name of the Book-Entry Depository, or its nominees, for the benefit of the Trustee. The books and records of the Book-Entry Depository will reflect the Trustee as registered holder of the related Trust Assets, and the books and records of the Trustee will reflect that it holds the Trust Assets as Trustee of the related Trust for the benefit of the Holders of the Securities of that Trust.

##### **Section 1.04. *Delivery of Securities.***

Simultaneously with the execution and delivery of the Trust Agreement, the Trustee shall deliver to the Sponsor the Securities.

**Section 1.05. *Board Approval of Trust Agreement.***

Prior to the execution of the Trust Agreement and the establishment of the Trust, the Trustee's board of directors, its duly appointed loan committee, duly appointed trust committee, or duly authorized officer, as the case may be, shall approve the Trust Agreement in accordance with the Trustee's organizational documents and any applicable state or federal regulation, including, to the extent applicable and without limitation, 12 C.F.R. §§ 9.7 and 550.5, each as amended from time to time, and such approval shall be reflected in the minutes of the Trustee's board or committee, as applicable. The Trustee shall maintain the Trust Agreement as an official record of the Trustee from the time the Trust Agreement is executed.

**Section 1.06. *Separate Grantor Trusts.***

The arrangement pursuant to which each pair of Callable and Call Classes are created pursuant to the Trust Agreement, and pursuant to which the related Trust Assets will be administered, shall be treated as a separate grantor trust under subpart E, part I of subchapter J of the Code and the provisions of the related Trust Agreement shall be interpreted in a manner consistent with such treatment.

**ARTICLE II**

**THE SECURITIES**

**Section 2.01. *The Securities.***

(a) Securities. The Securities shall be designated in the Trust Agreement. Each Callable Series shall consist of at least one pair of corresponding Call and Callable Class Securities. The Securities, in the aggregate, represent the entire beneficial ownership in the Trust. Unless otherwise indicated in the Trust Agreement, the Callable Class Securities are set forth on the Issuance Statement attached as Exhibit 1 to the Trust Agreement. The Call Class Securities shall be issued substantially in the forms of Exhibit 1 hereto and shall be executed and authenticated by the Trustee on behalf of the Trust.

(b) Forms and Denominations of Securities. Unless otherwise specified in the Trust Agreement, all Callable Class Securities shall be Book-Entry Securities, registered in the name of the Book-Entry Depository or its nominee. No person acquiring a beneficial ownership interest in the Callable Class Securities shall be entitled to receive a physical certificate representing such ownership interest. Callable Class Securities (other than those that represent interests in Increased Minimum Denomination Classes) shall be issuable in minimum denominations representing initial principal balances of \$1,000 and integral multiples of \$1 in excess of \$1,000. Increased Minimum Denomination Classes, if any, shall be issuable in minimum denominations as provided in the related Trust Agreement. Notwithstanding the foregoing, for each Class of Book-Entry Securities, one Certificated Security may be issued in a different name and denomination, as the Sponsor shall instruct in writing, as necessary to represent the remainder of the Original Class Principal Balance of such Class. Such Certificated Security shall be issued in substantially the form of Exhibit 2 hereto, and shall be executed and authenticated by the Trustee on behalf of the Trust. Unless otherwise specified in the Trust

Agreement, Call Class Securities shall be issued as a single security in certificated fully registered form. Each Call Class shall be issued without a Class Principal Balance and shall not bear interest. Each Call Class may be held by no more than one Holder at any time.

(c) Method of Distribution. Distributions on the Securities shall be made by the Trustee on each Distribution Date (or, with respect to Certificated Securities, the Business Day following each Distribution Date) to each Holder as of the related Record Date. Subject to Section 8.04, distributions on the Book-Entry Securities shall be made through the facilities of the Book-Entry Depository pursuant to instructions provided by the Trustee and/or the Information Agent. Distributions on any Certificated Security shall be made by check mailed to the Holder thereof at its address reflected in the Register as of the related Record Date or (ii) upon receipt by the Trustee of a written request of a Holder accompanied by the appropriate wiring instructions at least five Business Days prior to a Record Date, by wire transfer of immediately available funds on the Business Day following the related and each subsequent Distribution Date, to the account of such Holder, if such Holder holds Securities having aggregate initial principal balances of at least \$5,000,000. Notwithstanding the foregoing, the final distribution in retirement of any Certificated Security will be made only upon presentation and surrender of the certificate at the Corporate Trust Office. In the event of a principal or interest payment error, the Trustee shall, pursuant to Ginnie Mae's instructions, effect corrections by the adjustment of payments to be made on future Distribution Dates.

(d) Authorization, Execution, Authentication and Delivery of Securities. Certificated Securities shall be executed by manual or facsimile signature by an authorized officer of the Trustee, on behalf of the Trust, under the Trustee's seal imprinted thereon (which may be a facsimile). Certificated Securities bearing the manual or facsimile signatures of individuals who were at any time authorized officers of the Trustee shall bind the Trustee, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Certificated Securities or did not hold such offices at the date of such Certificated Securities. No Certificated Security shall represent entitlement to any benefit under the related Trust Agreement, or be valid for any purpose, unless there appears on such Certificated Security a certificate of authentication substantially in the form provided for herein, executed by the Trustee by manual signature, and such certificate of authentication upon any Certificated Security shall be conclusive evidence, and the only evidence, that such Certificated Security has been duly authenticated and delivered hereunder. All Certificated Securities shall be dated the date of their authentication, except that Securities issued on the Closing Date shall be dated as of the Closing Date. Book-Entry Securities shall be dated as of the date of their issuance.

The manual execution of the Trust Agreement by an authorized officer of each of the Trustee and the Sponsor shall be conclusive evidence that the Book-Entry Securities and the Uncertificated Securities have been duly and validly authorized and validly issued by the Trustee and are entitled to the benefits of the Trust Agreement.

Delivery of Book-Entry Securities occurs when the Registrar registers the transferee as the registered owner of such Security. On the Closing Date, the Registrar shall register the Book-Entry Depository as the registered owner of the Book-Entry Securities.

Upon execution and delivery of the Guaranty Agreement with respect to each Trust, Ginnie Mae authorizes the issuance of the Securities, each of which is entitled to the benefits of the following Ginnie Mae Guaranty. Each Certificated Security shall bear the following Ginnie Mae Guaranty:

**GUARANTY:** THE GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, PURSUANT TO SECTION 306(g) OF THE NATIONAL HOUSING ACT, GUARANTEES THE TIMELY PAYMENT OF PRINCIPAL AND INTEREST ON THIS SECURITY IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN AND IN THE RELATED TRUST AGREEMENT. THE FULL FAITH AND CREDIT OF THE UNITED STATES OF AMERICA IS PLEDGED TO THE PAYMENT OF ALL AMOUNTS THAT MAY BE REQUIRED TO BE PAID UNDER THIS GUARANTY.

**Section 2.02. *Registration of Transfer and Exchange of Securities.***

The Trustee shall keep one or more offices or agencies at which, subject to such reasonable regulations as it may prescribe, the Trustee or another Person designated by the Trustee and approved by Ginnie Mae shall be the Registrar and shall maintain a Register and provide for the registration, transfer and exchange of Securities as herein provided.

Upon surrender for registration of transfer of any Certificated Security at the office of the Trustee maintained for such purpose and upon satisfaction of the conditions set forth below in this Section 2.02, the Trustee shall promptly execute, authenticate and deliver, in the name of the designated transferee or transferees, one or more new Securities of a like Class, tenor and aggregate Percentage Interest.

At the option of the Holders, Certificated Securities may be exchanged for other Securities of authorized denominations or Percentage Interests of like tenor and of a like aggregate denomination or Percentage Interest, upon surrender of the Securities to be exchanged at the office maintained for such purpose. Whenever any Certificated Securities are surrendered for exchange the Trustee shall execute, authenticate and deliver the Securities that the Holder making the exchange is entitled to receive. Every Certificated Security presented or surrendered for transfer or exchange shall be duly endorsed (if so required by the Trustee) by, or be accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by, the holder thereof or his attorney duly authorized in writing.

The Trustee may assess an appropriate service charge for any exchange or transfer of any Certificated Security. The Trustee may require payment of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any transfer or exchange of any Security. The Trustee shall cancel and destroy all Certificated Securities surrendered for transfer and exchange according to its standard procedures.

**Section 2.03. *Mutilated, Destroyed, Lost or Stolen Securities.***

If (a) any mutilated Certificated Security is surrendered to the Trustee, or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Certificated Security,

and (b) there is delivered to the Trustee such security or indemnity as may be required by it to save it harmless, then, in the absence of notice to the Trustee that such security has been acquired by a bona fide purchaser, the Trustee shall promptly execute, authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Certificated Security, a new Certificated Security of like tenor, Class and Percentage Interest. Upon the issuance of any new Certificated Security under this Section, the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee and its counsel) connected therewith. Any duplicate Certificated Security issued pursuant to this Section shall constitute complete and indefeasible evidence of ownership in the Trust, as if originally issued, regardless of whether the lost, stolen or destroyed Certificated Security shall be found at any time.

### ARTICLE III

#### **DISTRIBUTIONS ON THE SECURITIES**

##### **Section 3.01. *Establishment of Accounts.***

(a) Book-Entry Depository Accounts. The Trustee shall maintain a Book-Entry Depository Account with the Book-Entry Depository and, if any Permitted Underlying Certificates are held through book-entry facilities other than the Book-Entry Depository, a Trust Asset Depository Account at each applicable Trust Asset Depository. With respect to each Trust, the Trustee shall account for funds in and all deposits to and withdrawals from the Book-Entry Depository Account separately and on a Trust-by-Trust basis, clearly identifying the Segregated Portion thereof.

(b) Collection Account. The Trustee shall maintain an Eligible Account (the “Collection Account”) for the purposes provided in Section 3.01(b) hereof. With respect to each Trust, the Trustee shall account for funds in and all deposits to and withdrawals from the Collection Account separately and on a Trust-by-Trust basis, clearly identifying the Segregated Portions thereof. The depository records of the Trustee, or, as the case may be, the depository institution or trust company at which the Collection Account is to be maintained, shall reflect in respect of the Collection Account (i) that the Trustee, as depositor, is acting in a fiduciary capacity on behalf of the Holders of Securities in respect of the Trust and Ginnie Mae, (ii) the names and respective interest of such Holders and Ginnie Mae and (iii) that such Holders may be acting in a fiduciary capacity for others.

(c) Variance Account. With respect to each Trust, the Trustee shall establish and maintain a separate Variance Account, which will be an Eligible Account. Amounts will be credited to the Variance Account and withdrawals will be made from the Variance Account as specified in Section 3.04. The Variance Account shall not be an asset of the Trust, and the owner of the Variance Account solely for United States federal income tax purposes (and not for any other purpose) will be Ginnie Mae. The depository records of the Trustee, or, as the case may be, the depository institution or trust company at which the Variance Account is to be established, shall reflect in respect of the (i) Variance Account that the Trustee, as depositor, is acting in a fiduciary capacity on behalf of the Holders of Securities in respect of the Trust, (ii)

the names and respective interests of such Holders, and (iii) that such Holders may be acting in a fiduciary capacity for others. The Trustee shall invest amounts held in the Variance Account in Eligible Investments approved by Ginnie Mae.

(d) Board Approval. Prior to the establishment of any Trust Account, the board of directors, a duly appointed loan committee, duly appointed trust committee, or duly authorized officer, as the case may be, of the Trustee, or the depository institution or trust company at which such Trust Account is to be established, as the case may be, shall approve the establishment of such Trust Account in accordance with the organizational documents of such institution and any applicable state or federal regulation, including, to the extent applicable and without limitation 12 C.F.R. §§ 9.7 and 550.5, each as amended from time to time, and such approval shall be reflected in the minutes of such board (or committee), as applicable. The Trustee, or, as the case may be, the depository institution or trust company at which any Trust Account is to be established, shall maintain the Trust Agreement as an official record from the time of its execution.

(e) Segregated Portions. With respect to each Trust, each Trust Account required to be established or maintained in accordance with this Trust Agreement shall include, and where applicable a reference to such Trust Account herein or in the related Trust Agreement shall be understood to be a reference to, a Segregated Portion of such Trust Account corresponding to the related Trust.

### **Section 3.02. *Certificate and Class Factors.***

(a) Certificate Factors. The Trustee shall use its reasonable best efforts to obtain the Certificate Factors for the Trust MBS and the Underlying Certificate Factors for Permitted Underlying Certificates on or before 10:00 a.m. Eastern Standard Time on the second Business Day (or the third Business Day in the case of Trust MBS that are Ginnie Mae II Certificates) preceding the related Distribution Date. In the event any Certificate Factors for the Trust MBS or any Underlying Certificate Factors are not published or otherwise available as specified in the preceding sentence, the Trustee shall immediately notify the Information Agent and Ginnie Mae and follow the procedures in Section 3.02(b) hereof.

(b) Unavailability of Certificate Factors or Underlying Certificate Factors. In the event that the Underlying Certificate Factor for any Underlying Certificate or Certificate Factor with respect to any Trust MBS has not been made available to the Trustee by 10:00 a.m. Eastern Standard Time on the second Business Day (or the third Business Day in the case of Trust Assets that are Ginnie Mae II Certificates) preceding a Distribution Date, unless otherwise directed by Ginnie Mae, the Trustee shall assume for purposes hereof that such factors have not changed from the preceding Ginnie Mae Certificate Payment Date or Underlying Certificate Payment Date. As a result, the Principal Distribution Amount in respect of any Underlying Certificate (or Trust Assets constituting a Ginnie Mae Platinum Certificate) described in the preceding sentence shall be calculated on the basis of such assumed (i.e., unchanged) factors, with the effect that no amounts in respect of principal attributable to such Underlying Certificate (or Ginnie Mae Platinum Certificate) shall be distributable on the related Securities on the related Distribution Date.

(c) Class Factors. Based on the Certificate Factors (subject to Section 3.02(b)), the Trustee shall calculate the Class Factors, the Principal Distribution Amount and the Interest Distribution Amount for the Distribution Date. The Trustee shall report the Class Factor for each Callable Class (and other information as requested by Ginnie Mae from time to time) to the Information Agent no later than 6:00 p.m. Eastern Standard Time on the second Business Day preceding the Distribution Date; except that, in the case of a Class for which the related Trust MBS evidence Ginnie Mae II MBS Certificates, the Class Factor for such Class, and any Certificate Factor shall be reported by the Trustee to the Information Agent no later than 6:00 p.m. Eastern Standard Time on the third Business Day preceding the Distribution Date.

**Section 3.03. *Payments on the Trust Assets.***

On each Ginnie Mae Certificate Payment Date and Underlying Certificate Payment Date, as applicable, (i) the Book-Entry Depository shall be entitled to receive all payments in respect of the Trust Assets held through the facilities of the Book-Entry Depository and (ii) each Trust Asset Depositor shall be entitled to all payments in respect of the remaining Trust Assets held through the facilities of such Trust Asset Depository and shall credit the related Trust Asset Depository Account with all such amounts. In each case, such amounts shall be held by the applicable depository, in trust for the exclusive benefit of the Trustee as the Holder of the Trust Assets. All amounts received in respect of the Trust Assets shall be deposited by the close of business on the date of receipt in the Collection Account for retention until the next Distribution Date for the related Securities; *provided, however*, if the Ginnie Mae Certificate Payment Date or Underlying Certificate Payment Date coincides with the Distribution Date for the related Securities (i./e. such amount will be received and distributed on the same day), then such amounts shall be immediately deposited into the Collection Account upon receipt of such funds, and the Trustee shall immediately wire transfer such amounts to the Book-Entry Depository Account for distribution pursuant to Sections 3.04(d) and (f) hereof.

**Section 3.04. *Distributions on the Securities.***

(a) Distribution Date Statement. No later than 2:00 p.m. Eastern Standard Time on the first Business Day following each Distribution Date, the Trustee shall provide to the Information Agent a Distribution Date Statement in such form as is approved by the Trustee and Ginnie Mae. Each Distribution Date Statement will specify (i) the Trustee Fee payable, (ii) amounts distributed on such Distribution Date as principal and interest on the Book-Entry Securities from amounts on deposit in the Book-Entry Depository Account and (iii) amounts distributed on such Distribution Date as principal and interest on the Certificated Securities from amounts on deposit in the Collection Account.

(b) Distribution Shortfall. No later than 10:00 a.m. Eastern Standard Time on the Distribution Date the Book-Entry Depository shall determine the amount, if any, by which (A) the amounts distributable as principal and interest on the Book-Entry Securities on such Distribution Date, exceed (B) the positive amounts on deposit in the Book-Entry Depository Account with respect to such Distribution Date (the “Depository Shortfall Amount”). The Book-Entry Depository immediately shall notify Ginnie Mae of the amount of such deficiency, and the account or accounts to which Ginnie Mae should transfer such amounts. In the event that there are sufficient amounts in the Variance Account to cover the Depository Shortfall Amount, the

Trustee shall withdraw the Depository Shortfall Amount from the Variance Account and wire transfer such amount to the Book-Entry Depository Account no later than 10:00 a.m. Eastern Standard Time, and shall immediately inform Ginnie Mae of any such transfer. Not later than 10:00 a.m. Eastern Standard Time on the Business Day preceding each Distribution Date the Trustee shall determine the amount, if any, by which (A) the sum of (1) the amounts distributable as principal and interest on the Certificated Securities on such Distribution Date and (2) the Trustee Fee payable on such Distribution Date exceeds (B) the positive amount, if any, by which (1) the amounts received on the Trust Assets on the related Ginnie Mae Certificate Payment Date exceed (2) the amounts distributable as principal and interest on the Book-Entry Securities on such Distribution Date (the “Certificated Shortfall Amount” and, together with the Depository Shortfall Amount, the “Distribution Shortfall Amount”). If the Certificated Shortfall Amount is greater than the amounts remaining on deposit in the Variance Account as of such Distribution Date, the Trustee immediately shall notify Ginnie Mae of the amount of such deficiency, and the account or accounts to which Ginnie Mae should transfer such amounts. In the event that there are sufficient amounts in the Variance Account to cover the Certificated Shortfall Amount, the Trustee shall withdraw the Certificated Shortfall Amount from the Variance Account and wire transfer such account to the Collection Account no later than 10:00 a.m. Eastern Standard Time, and shall immediately inform Ginnie Mae of any such transfer.

Notwithstanding the above, on the Redemption Date the Trustee shall determine if funds are due to Ginnie Mae for prior period advances or if funds are due from Ginnie Mae for interest shortfalls. These amounts will be settled with Ginnie Mae prior to any distributions to Holders on the Redemption Date. Ginnie Mae will not fund any shortfalls arising on the Redemption Date; any such shortfalls are to be funded from the Redemption Amount.

(c) Withdrawals from Book-Entry Depository Account. On each Distribution Date, the Trustee shall withdraw from the Book-Entry Depository Account the excess, if any, of the amount on deposit in such Book-Entry Depository Account over the amounts distributable as principal and interest on the Book-Entry Securities for such Distribution Date and immediately shall deposit such excess to the Variance Account, except for the sum of (i) any amounts distributable on the Certificated Securities on such Distribution Date, which amounts shall be deposited in the Collection Account, (ii) the amount of the Trustee Fee payable on such Distribution Date and (iii) prior period Book-Entry Depository adjustments advanced by Ginnie Mae.

(d) Book-Entry Securities. The Trustee hereby directs the Book-Entry Depository to withdraw from the Book-Entry Depository Account on each Distribution Date all amounts held in such account, to the extent distributable as principal and interest on the Book-Entry Securities on that Distribution Date. On each Distribution Date, the Book-Entry Depository will credit the accounts of its record owners of such Book-Entry Securities in accordance with the standard procedures of the Book-Entry Depository.

(e) Certificated Securities. On the Business Day following each Distribution Date, the Trustee shall distribute from the Collection Account all amounts distributable on the Certificated Securities to the Holders thereof.

(f) Distributions. On each Distribution Date (or, with respect to Certificated Securities, on the Business Day following each Distribution Date), the Trustee (and/or the Book-Entry Depository on behalf of and pursuant to the instructions of the Trustee) shall make such distributions on the Securities issued in respect of any Trust as shall be provided in the related Trust Agreement. Any distributions or accruals of interest made on a Distribution Date on the Securities issued in respect of a particular Trust shall be at the Interest Rate set forth in or as otherwise described in the related Trust Agreement and in respect of the related Accrual Period.

(g) Allocations of Distributions. The Holders of any Class entitled to receive distributions on any Distribution Date shall receive such distributions on a pro rata basis among the Securities of such Class based on the principal balance, notional balance or percentage interest of such Securities. All distributions of principal on the Securities issued in respect of a particular Trust shall be made as provided in the related Trust Agreement. Unless otherwise indicated in the Trust Agreement, all distributions made on any Security on any Distribution Date shall be applied first to any interest payable thereon on such Distribution Date and then to any principal thereof.

(h) Interest Accrual. Unless otherwise provided in the related Trust Agreement or Section 7.01, the amount of interest accrued on each Class during an Accrual Period and to be distributed thereon on the related Distribution Date shall be 1/12th of the applicable Interest Rate multiplied by the Class Principal Balance of such Class prior to the distribution of principal on such Distribution Date. Interest on the Securities will be computed on the basis of a 360-day year consisting of twelve 30-day months.

(i) Ginnie Mae Guaranty. With respect to each Callable Series, pursuant to the Guaranty Agreement, Ginnie Mae, in exchange for the Ginnie Mae Guaranty Fee, has guaranteed to each Holder of a (i) Callable Class Security the timely payment of principal and interest on such Security in accordance with the terms of the applicable Trust Agreement; and (ii) Call Class Security all amounts in respect of principal and interest, if any, due such Holder on the related Redemption Date.

(j) Ginnie Mae Guaranty Payments. If the Book-Entry Depository and/or the Trustee discovers that payments on the Trust Assets underlying a Callable Series together with any available funds (including any such funds in the Variance Account) will be inadequate to distribute principal and interest to the Securities of such Callable Series on any Distribution Date in accordance with the terms of the Trust Agreement, the Book-Entry Depository and/or the Trustee, as the case may be, promptly shall inform Ginnie Mae and the Information Agent that a Ginnie Mae Guaranty Payment must be made. In that event, Ginnie Mae (or its agent) will transfer the amount of the shortfall to the Book-Entry Depository Account or Collection Account, as applicable, in immediately available funds in accordance with Section 3.04(b) hereof. At Ginnie Mae's option, Ginnie Mae may instruct the Person designated by the Trustee and acceptable to Ginnie Mae as the Person to hold funds on behalf of the Trustee (which Person initially shall be The Bank of New York) to transfer such amount. In addition, if on the Final Distribution Date of any Callable Class, the funds available to be distributed on such Class are insufficient to reduce the Class Principal Balance of such Callable Class to zero, Ginnie Mae shall make a Ginnie Mae Guaranty Payment in the amount of such insufficiency. In the event that Ginnie Mae makes any Ginnie Mae Guaranty Payment to reduce the Class Principal Balance

of any Callable Class to zero on its Final Distribution Date, such Class shall continue to be treated as outstanding for all purposes, and Ginnie Mae shall be deemed to have purchased the related Class and will be entitled to all subsequent distributions on such Class. For the avoidance of doubt, the powers of the Trustee under the Trust Agreement include the right to take all necessary and appropriate actions to enforce the Ginnie Mae Guaranty in accordance with the terms hereof, to the extent that Ginnie Mae fails to make any required payment pursuant to the Ginnie Mae Guaranty.

(k) Separate Application of Payments. The application of payments pursuant to Section 3.03 and this Section 3.04 shall be made separately in respect of each Trust, and each reference to a Trust Account shall be understood to refer to the Segregated Portion of such account corresponding to each Trust created hereunder.

(l) Trustee Fee. On the Business Day following each Distribution Date, the Trustee shall withdraw for its own account from the Collection Account, the Trustee Fee, if any, and any investment earnings payable with respect to such Distribution Date.

#### **Section 3.05. *Reconciliation Process.***

After a Distribution Date, at the request of Ginnie Mae, the Trustee shall reconcile payments in accordance with The Ginnie Mae Multiclass Operational Guidelines. Such reconciliation may involve credits and charges to one or more Trust Accounts.

#### **Section 3.06. *Appointment of Information Agent.***

Except as otherwise provided in the Trust Agreement, at the direction of Ginnie Mae, the Trustee of each Trust has appointed The Bank of New York to be the Information Agent. Ginnie Mae has reserved the right to substitute at any time another Person as the Information Agent.

#### **Section 3.07. *Annual Reports.***

Within a reasonable period of time after the end of each calendar year (but in no event later than sixty days after the end of such calendar year), the Trustee shall furnish or cause to be furnished to Ginnie Mae and to each Person who at any time during the calendar year was the Holder of a Security a statement containing the amount of distributions allocable to principal and the amount allocable to interest.

#### **Section 3.08. *Operational Guidelines.***

Ginnie Mae has established operational guidelines designed to assist the operational departments of the Trustee, the Book-Entry Depository, the Information Agent and Ginnie Mae in complying with the requirements of this Article III. Ginnie Mae has reserved the right, consistent with law, to alter or waive any of the requirements of the operational guidelines or to institute other requirements as it deems appropriate. The Trustee hereby agrees to comply with the Ginnie Mae Multiclass Operational Guidelines, as amended.

## ARTICLE IV

### **REPRESENTATIONS, WARRANTIES AND COVENANTS**

**Section 4.01. *Representations and Warranties of the Sponsor.*** The Sponsor hereby represents and warrants as follows:

(a) The Trust Agreement constitutes the legal, valid and binding agreement of the Sponsor, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and to general principles of equity regardless whether enforcement is sought in a proceeding in equity or at law;

(b) Neither the execution and delivery by the Sponsor of the Trust Agreement, nor the consummation by the Sponsor of the transactions therein contemplated, nor compliance by the Sponsor with the provisions thereof, will conflict with or result in a breach of, or constitute a default under, any of the provisions of the articles of incorporation or by-laws of the Sponsor or any law, governmental rule or regulation or any judgment, decree or order binding on the Sponsor or any of its properties, or any of the provisions of any indenture, mortgage, deed of trust, contract or other instrument to which the Sponsor is a party or by which it is bound, or result in the creation of any lien, charge, or encumbrance upon any of its properties pursuant to the terms of any such indenture, mortgage, deed of trust, contract or other instrument;

(c) The information set forth in the Final Data Statement for such Callable Series with respect to each Trust Asset is true and correct in all material respects as of the Closing Date;

(d) The representations and warranties made by the Sponsor in the Sponsor Agreement are true and correct in all material respects at and as of the Closing Date with the same effect as if made on the Closing Date; and

(e) The Sponsor has complied with all the agreements (including, without limitation, the covenants in the Sponsor Agreement) and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date.

It is understood and agreed that the representations and warranties set forth in this Section 4.01 shall survive delivery of the Trust Assets to the Trustee and shall inure to the benefit of the Trustee and Ginnie Mae notwithstanding any restrictive or qualified endorsement or assignment. Upon the discovery by the Sponsor or the Trustee of a breach of the foregoing representations and warranties, the party discovering such breach shall give prompt written notice to the other party to the Trust Agreement and to Ginnie Mae, and in no event later than two Business Days from the date of such discovery.

**Section 4.02. *Representations and Warranties of the Trustee.*** The Trustee hereby represents and warrants as follows:

(a) The Trustee acknowledges and declares that it holds and will hold the Trust MBS identified on the Final Data Statement, and that it has agreed to hold all documents delivered to it

with respect to such Trust Asset and all assets of the Trust in trust for the exclusive use and benefit of all present and future Holders and, to the extent provided herein, Ginnie Mae.

(b) The Trustee acquired the Trust Assets on behalf of the Trust from the Sponsor in good faith, for value, and without notice or knowledge of any adverse claim, lien, charge, encumbrance or security interest (including, without limitation, any federal tax liens or liens arising under ERISA), (ii) except as permitted in the Trust Agreement, has not and will not, in any capacity, assert any claim or interest in the Trust Assets and will hold (or its agent will hold) such Trust Assets and the proceeds thereof in trust pursuant to the terms of the Trust Agreement, and (iii) has not encumbered or transferred its right, title or interest in the Trust Assets.

(c) On the Closing Date, the Trustee shall deliver to the Sponsor and Ginnie Mae a certificate certifying that the Trustee (or an agent thereof) is in possession of the Trust Assets for such Callable Series.

**Section 4.03. *Sponsor Breach; Repurchase Obligation; Substitution.***

(a) Within 90 days of the earlier of Sponsor's discovery or notice to the Sponsor of any breach by the Sponsor of any of its representations, warranties or covenants under a Sponsor Agreement or the related Trust Agreement which breach, in the judgment of the Trustee or Ginnie Mae, materially and adversely affects the value of any Trust Asset or the interest of the Trust therein, the Sponsor shall (i) cure such breach, (ii) remove such affected Trust Asset from the Trust and substitute one or more Ginnie Mae Platinum Certificates, Ginnie Mae MBS Certificates or Permitted Underlying Certificates (A) bearing interest at the same rate as the replaced Trust Asset, (B) with an aggregate outstanding principal balance equal to the outstanding principal balance of the replaced Trust Asset, as reflected in the records of the Trust, (C) with a maturity date no later than the maturity date of the replaced Trust Asset and no earlier than six months prior to the maturity date of the replaced Trust Asset, (D) that are entitled to payments on the following Ginnie Mae Certificate Payment Date (which shall be the same Ginnie Mae Certificate Payment Date on which the replaced Trust Asset was payable) and (E) that otherwise conform to the requirements of the Trust Agreement, or (iii) with the consent of Ginnie Mae purchase the affected Trust Asset from the Trust; provided, however, that any such substitution pursuant to clause (ii) above shall occur within the two-year period beginning on the Closing Date unless an Opinion of Counsel addressed to and satisfactory to Ginnie Mae is delivered to the effect that such substitution (x) will not cause the related Trust to fail to qualify as a grantor trust for United States federal income tax purposes and (y) in the event the related Callable Security is held by a REMIC, will not affect adversely the status of such REMIC as a REMIC or result in the imposition of United States federal or applicable state tax on such REMIC.

(b) The Sponsor shall effect a purchase of Trust Assets from the Trust by depositing with the Trustee cash in an amount equal to the sum of (i) the then outstanding principal balance of the Trust Assets to be purchased, as reflected in the records of the Trustee, plus (ii) interest on that amount at the Certificate Rate for the period from the date on which the Trust ceases to be entitled to distributions of interest on the repurchased Trust Assets through the next succeeding Accounting Date. The Sponsor shall effect any substitution of a Trust Asset by depositing with the Trust each Ginnie Mae Certificate to be substituted.

## ARTICLE V

### CONCERNING THE TRUSTEE

#### **Section 5.01. *Duties of Trustee.***

The Trustee undertakes to perform such duties and only such duties as are specifically set forth in the related Trust Agreement. The Trustee, upon receipt of any and all resolutions, certificates, statements, opinions, reports, documents, orders or other instruments furnished to the Trustee that are specifically required to be furnished pursuant to any provision of such Trust Agreement, or that may be furnished to the Trustee at its request, shall examine them to determine whether they conform to the requirements of such Trust Agreement.

No provision of any Trust Agreement shall be construed to relieve the Trustee of such Trust from liability for its own negligent action, its own negligent failure to act or its own misconduct; provided, however, that:

(a) The duties and obligations of the Trustee shall be determined solely by the express provisions of the related Trust Agreement, the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in the related Trust Agreement, and no implied covenants or obligations shall be read into the related Trust Agreement against the Trustee;

(b) The Trustee shall not be personally liable for an error of judgment made in good faith by a Responsible Officer or Responsible Officers of the Trustee, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts;

(c) The Trustee shall not be personally liable with respect to any action taken or suffered or omitted to be taken by it in good faith in accordance with the direction of Ginnie Mae as to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under a Trust Agreement.

(d) The Trustee with respect to any Trust shall not be personally liable with respect to any action taken or suffered or omitted to be taken by it in good faith in accordance with the direction of Holders of a Callable Series evidencing Percentage Interests aggregating not less than 25% of each Class of Securities in such Callable Series effected thereby as to the enforcement by the Trustee of the Ginnie Mae Guaranty.

The Information Agent shall not be deemed to be the agent of the Trustee, but rather the agent of Ginnie Mae. The Trustee shall not be liable for any loss, liability or damage to any Trust attributable to the acts or omissions of the Information Agent.

#### **Section 5.02. *Certain Matters Affecting the Trustee.***

Except as otherwise provided in Section 5.01, with respect to any Callable Series:

(a) The Trustee may request (at its sole expense, except as otherwise provided herein) and rely conclusively upon and shall be protected in acting or refraining from acting upon any

resolution, officers' certificate, certificate of auditors or any other certificate, statement, instrument, opinion, report, notice, request, consent, order, appraisal, bond or other paper, Transfer Affidavit, communication or document prima facie in proper form and believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) The Trustee may consult with counsel, and any Opinion of Counsel shall be full and complete authorization and protection from liability in respect of any action taken or suffered or omitted by it hereunder in good faith and in accordance with such Opinion of Counsel;

(c) The Trustee shall be under no obligation to exercise any of the trusts or powers vested in it by the related Trust Agreement or to institute, conduct or defend any litigation thereunder or in relation thereto at the request, order or direction of Ginnie Mae or any of the Holders of such Callable Series, pursuant to the provisions of the Trust Agreement, unless (i) such directing party has offered to the Trustee reasonable security or indemnity against the costs, expenses (including the fees and disbursements of Trustee's counsel), and liabilities that may be incurred by the Trustee with respect thereto or (ii) the need for or desirability of such institution, conduct or defense results from the negligence of the Trustee;

(d) The Trustee shall not be personally liable for any action taken or suffered or omitted to be taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by a Trust Agreement;

(e) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper, communications or document, unless requested in writing so to do by Ginnie Mae or the Holders of a Callable Series evidencing Percentage Interests aggregating not less than 50% of all Callable Class Securities in such Callable Series and the Holder of the related Call Class; provided, however, that the reasonable expense of such investigation shall be paid by the party requesting the investigation, and the Trustee may require reasonable indemnity against the costs, expenses or liabilities likely to be incurred by it in the making of such investigation as a condition to proceeding;

(f) The Trustee may execute any of the trusts or powers under any Trust Agreement or perform any duties thereunder either directly or by or through agents or attorneys;

(g) The Trustee may rely conclusively on all calculations and other information provided to it by Ginnie Mae, the Information Agent or any other agent of Ginnie Mae; and

(h) The Trustee shall not be obligated to post a bond or other form of surety in connection with its service or status as Trustee under a Trust Agreement.

### **Section 5.03. *Trustee Not Liable for Securities.***

The Trustee makes no representations as to the validity or sufficiency of any Trust Agreement or of any Securities (except that each Trust Agreement has been duly executed and is binding on the Trustee and the Certificated Securities of each Callable Series shall be duly and validly authenticated and delivered by the Trustee and the Book-Entry Securities of each

Callable Series shall be duly and validly authorized and delivered by the Trustee) or of any Trust Assets or any document related to any of the foregoing.

The Trustee shall have no responsibility or accountability with respect to the sufficiency or adequacy of the following: (a) the Trust Assets and Ginnie Mae Guaranty to generate funds necessary to make required payments on the Securities or (b) any Offering Circular or other securities filings or reports required to be filed by any federal, state or local securities regulatory authority, including but not limited to the United States Securities and Exchange Commission.

**Section 5.04. *Trustee May Own Securities.***

The Trustee in its individual or any other capacity may become the owner or pledgee of Securities, and may transact banking or trust business with Ginnie Mae, any Sponsor, the Book-Entry Depository, any Beneficial Owner or any other Trustee with the same rights it would have if it were not Trustee.

**Section 5.05. *Payment of Trustee's Fees and Expenses.***

With respect to the Distribution Date or Distribution Dates in each month, the Trustee shall be paid compensation for all services rendered by it in the execution of the trusts created by the Trust Agreement and in the exercise and performance of any of its powers and duties under the Trust Agreement (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) in an amount equal to the Trustee Fee, if any.

**Section 5.06. *Eligibility Requirements for Trustee.***

The Trustee under any Trust Agreement must have been approved in writing by Ginnie Mae to serve as Trustee under such Trust Agreement and at all times (a) must be organized and doing business under the laws of the state of its incorporation or the United States of America, (b) must be authorized under such laws to exercise corporate trust powers, (c) must have a (or must be a member of a consolidated bank or financial holding company which has) combined capital and surplus which meets the requirements as prescribed by Ginnie Mae from time to time pursuant to a written notice provided by Ginnie Mae to the Trustee, (d) must be a member depository institution of the FRS and (e) must be an entity subject to supervision or examination by federal or state authority and (f) unless otherwise approved by Ginnie Mae, must have a long term unsecured debt obligation rating from Moody's Investors Inc. of at least Aa3 and a short term debt or commercial paper rating from Standard & Poor's Ratings Services, a division of The McGraw Hill Companies, Inc. of at least A-1. In addition, neither the Trustee nor any officer or professional working on the subject matter of the Trust may be currently suspended or debarred by any governmental agency, nor may such Persons have been convicted of, or found liable in a civil action for, fraud, forgery, bribery, falsification or destruction of records, making false statements or any other offense indicating a lack of business integrity that seriously and directly could affect the responsibility of the Trustee, or such officer or professional.

If the Trustee publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section the combined capital and surplus of the Trustee shall be deemed to be its combined

capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee ceases to be eligible in accordance with the provisions of this Section, the Trustee shall notify Ginnie Mae in writing immediately and, if Ginnie Mae requests, shall resign immediately in the manner and with the effect specified in Section 5.07 hereof.

**Section 5.07. *Resignation and Removal of the Trustee.***

The Trustee may resign as Trustee of any Trust at any time and be discharged from the trusts created under the related Trust Agreement by giving written notice thereof to Ginnie Mae and upon appointment of a successor trustee pursuant to Section 5.08. Upon receiving such notice of resignation, Ginnie Mae may appoint a successor trustee. If no successor trustee shall have been so appointed and have accepted appointment within 90 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor trustee acceptable to Ginnie Mae.

Ginnie Mae may remove the Trustee for cause at any time. For the purposes of this Section “cause” shall mean one of the following:

- (a) The Trustee’s ceasing to be eligible in accordance with the provisions of Section 5.06 hereof and failing to resign after written request therefor by Ginnie Mae or its agent;
- (b) The Trustee’s inability to take any actions required under a Trust Agreement;
- (c) The Trustee’s failure to observe or perform any of its covenants set forth in the related Trust Agreement;
- (d) A court or regulatory authority having jurisdiction in the premises, including without limitation the FDIC and any similar state authority, entering a decree or order for relief in respect of the Trustee in an involuntary case under any bankruptcy, insolvency, receivership, conservatorship or other similar law or regulation, state or federal, now or hereafter in effect, or appointing a receiver, conservator, assignee, trustee, custodian, sequestrator or other similar official for the Trustee or for all or any substantial part of its property, or order the winding up or liquidation of its affairs;
- (e) The Trustee’s commencing a voluntary case under any applicable bankruptcy, insolvency, receivership, conservatorship or other similar law or regulation, state or federal, now or hereafter in effect, or consenting to or acquiescing in the entry of an order for relief in an involuntary case under any such law, or consenting to or acquiescing in the appointment of or taking of possession by a receiver, conservator, liquidator, assignee, trustee, custodian, sequestrator or other similar official for the Trustee or for all or any substantial part of its property, or making a general assignment for the benefit of creditors, or the Trustee’s generally failing to pay its debts as they become due;
- (f) The discovery that any Location-Based Tax, other tax or other charge levied or threatened to be levied against a Trust on account of the situs of the Trustee could be avoided by the appointment of a successor trustee, to the extent that Ginnie Mae determines that such tax or other change may not be adequately covered by the Trustee; or

(g) The removal for cause of the Trustee as the trustee of any trust that has issued securities guaranteed by Ginnie Mae.

Any resignation or removal of the Trustee and appointment of a successor trustee pursuant to any of the provisions of this Section shall become effective upon acceptance of appointment by the successor trustee as provided in Section 5.08 hereof but in no event shall become effective until a successor has been appointed and has accepted the duties of the Trustee. Any liability of the Trustee under a Trust Agreement arising prior to such termination shall survive such termination.

To the extent that a successor trustee is entitled to receive reasonable compensation in excess of compensation payable to the Trustee under the related Trust Agreement, the Trustee shall indemnify Ginnie Mae and the Trust for the amount of such excess and shall provide such security for such indemnity as Ginnie Mae may require.

**Section 5.08. *Successor Trustee.***

Any successor trustee appointed to serve as Trustee of a Trust as provided in Section 5.07 hereof shall execute, acknowledge and deliver to Ginnie Mae and its predecessor trustee an instrument accepting such appointment under the related Trust Agreement, and thereupon the resignation or removal of the predecessor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become fully vested with all the rights, powers, duties and obligations of its predecessor under the Trust Agreement, with the same effect as if originally named as trustee therein. The predecessor trustee shall immediately deliver to the successor trustee all documents and statements held by it under the applicable Trust Agreement, and the predecessor trustee shall execute and deliver such instruments and do such other things as may reasonably be required for more fully and certainly vesting and confirming in the successor trustee all such rights, powers, duties and obligations. The predecessor trustee shall perform the duties and obligations imposed on it in this Section irrespective of any stay arising from, any injunction or other process issued pursuant to, and any restriction or limitation imposed by any bankruptcy, insolvency, receivership, conservatorship or other similar law or regulation, state or federal, now or hereafter in effect, including without limitation 11 U.S.C. §§ 105, 362 and 18 U.S.C. §§ 1821, 1823, each as amended from time to time. In the event the predecessor trustee fails to perform the duties and obligations imposed on it in this Section, Ginnie Mae may take any action it deems necessary or advisable to cause the performance of such duties and obligations.

No successor trustee shall accept appointment as provided in this Section unless at the time of such acceptance such successor trustee is eligible under the provisions of Section 5.06 hereof.

Upon acceptance of appointment by a successor trustee as provided in this Section, the successor trustee shall mail notice of the succession of such trustee hereunder to all Holders at their addresses as shown in the Register.

**Section 5.09. *Appointment of Co-Trustee.***

The Trustee shall be permitted to appoint a Person that either meets the eligibility requirements to act as a Trustee hereunder or otherwise has been approved in writing by Ginnie Mae to act as co-trustee with respect to the Trust. Any such co-trustee may perform any of the duties and obligations of the Trustee hereunder, provided, however, that any such appointment of any co-trustee shall not relieve the Trustee of any of its obligations and duties hereunder. The Trustee shall continue to remain liable for the performance of all such duties and obligations hereunder (including the obligation to indemnify Ginnie Mae pursuant to Section 5.11, 5.12), irrespective of the appointment of any co-trustee to perform such duties or obligations on behalf of the Trustee.

**Section 5.10. *Merger or Consolidation of Trustee.***

Any corporation into which a Trustee may be merged or converted or with which it may be consolidated or any corporation resulting from any merger, conversion or consolidation to which such Trustee may be a party, or any corporation succeeding to the business of such Trustee, shall be the successor of such Trustee under the related Trust Agreement without the execution or filing of any paper or any further act on the part of any of the parties to the Trust Agreement, provided such corporation is eligible under the provisions of Section 5.06 hereof.

**Section 5.11. *Indemnification of HUD and Ginnie Mae.***

The Trustee for each Trust shall indemnify and hold harmless HUD and Ginnie Mae (including each official, officer, employee and agent of HUD and Ginnie Mae) from and against any and all losses, claims, demands, liabilities, or expenses (including, without limitation, all attorneys' fees and related charges and expenses) resulting, directly or indirectly, from any Trustee default or other failure to perform under the related Trust Agreement. Without limiting the foregoing, Ginnie Mae's right to indemnification hereunder shall include the right to reimbursement of any and all amounts paid by Ginnie Mae to any Holder of such Callable Series as a result of any failure of the Trustee properly to calculate the amount of any required distribution to any such Holder or to cause the proper distributions to be made to any such Holder, together with interest thereon at a rate equal to the yield on three-month Treasury securities.

**Section 5.12. *Performance Reviews by Ginnie Mae.***

At its sole discretion, and from time to time, Ginnie Mae shall have the right to undertake a full performance review of the Trustee and any subcontractors retained by the Trustee. Any such review may involve the on site inspection of the Trustee's (or any subcontractor's) facilities and the review of any books, records or documents of the Trustee (or any subcontractor) which relate to the performance by the Trustee (or any subcontractor) of its duties hereunder. In connection with any such review and inspection, the Trustee agrees to make available to Ginnie Mae appropriate officers of the Trustee (or any subcontractor) and to otherwise cooperate with such an undertaking by Ginnie Mae.

**Section 5.13. *Voting of the Permitted Underlying Certificates.***

In the event that a vote of the holders of Permitted Underlying Certificates is required pursuant to the trust agreement governing any Underlying Trust, the Trustee shall vote in respect of the Underlying Certificate in a manner that, in its sole judgment, is consistent with the best interests of the holders of such Underlying Certificate. Notwithstanding the preceding sentence, the Trustee shall not have a right to vote, under this Section 5.13, in any case where the exercise of such right would constitute a variation of the investment of the Holders for purposes of United States Treasury Regulation section 301.7701-4(c), and shall instead abstain from voting in such instance.

**ARTICLE VI**

**TERMINATION**

**Section 6.01. *Termination by the Trustee.***

On any Distribution Date on which the aggregate of the Class Principal Balances of the Securities in a particular Callable Series, after giving effect to distributions otherwise to be made on that date, is less than 1% of the aggregate of the Original Class Principal Balances, the Trustee may (except to the extent the Holder of the related Call Class shall have previously given notice to effect a redemption), but shall not be obligated to, effect a termination of the related Trust and retirement of the related Securities by purchasing (or causing the sale to one or more third parties of) all of the Trust Assets remaining in the Trust and depositing into the Book-Entry Depository Account the Termination Price therefor.

The Trustee promptly shall mail notice of any termination to be caused by its purchase of the Trust's assets to Holders not earlier than the fifteenth day and not later than the twentieth day of the month preceding the month of the final distribution. The notice shall specify (a) the final Distribution Date (which shall be the next Distribution Date) upon which the Holders may surrender their Certificated Securities to the Trustee for payment of the final distribution and cancellation, (b) the office of the Registrar at which Holders may surrender their Certificated Securities, (c) the amount of any final payment and (d) that the Record Date otherwise applicable to that Distribution Date is not applicable because final distributions will be made only upon presentation and surrender of the Certificated Securities at the office or agency of the Registrar specified in the notice. The Trustee shall give this notice to Ginnie Mae at the time the notice is given to Holders, and shall deposit the Termination Price into the Book-Entry Depository Account no later than 10:00 a.m. eastern time on the final Distribution Date.

Upon presentation and surrender of the Certificated Securities pursuant to such a notice, the Trustee shall, to the extent of available funds, cause to be distributed on the final Distribution Date to Holders of any Certificated Securities, in proportion to their respective Percentage Interests, an amount equal to the applicable Class Principal Balance, if any, together with any accrued and unpaid interest thereon at the applicable Interest Rate.

With respect to the Book-Entry Securities, the Trustee shall, to the extent of available funds, cause to be distributed on the Final Distribution Date to Holders of any Book-Entry

Securities, in proportion to their respective Percentage Interests, an amount equal to the applicable Class Principal Balance, if any, together with any accrued interest thereon at the applicable Interest Rate.

Notwithstanding the foregoing, no amounts shall be distributable to Holders of Call Class Securities upon any termination pursuant to this Article VI.

**Section 6.02. *Termination of Agreement.***

The respective obligations and responsibilities of the Sponsor and the Trustee created by the Trust Agreement (other than the obligation of the Trustee to make certain payments to Holders after the final Distribution Date and the obligation of the Trustee to send certain notices as set forth herein) shall terminate upon (a) the payment of all principal and accrued interest on the Securities and all other amounts due and owing by the Trustee under such Trust Agreement and (b) the last action required to be taken by the Trustee on the final Distribution Date pursuant to this Article VI following the earlier of (i) the purchase by the Trustee of all Trust Assets remaining in the Trust pursuant to Section 6.01 hereof at a price equal to the Termination Price and (ii) the final payment or other liquidation (or any advance with respect thereto) of the last Trust Assets remaining in the Trust; provided, however, that in no event shall the Trust created hereby continue beyond the expiration of 21 years less one day from the death of the last survivor of the descendants of Joseph P. Kennedy, the late ambassador of the United States to the Court of St. James's, living on the date hereof.

**Section 6.03. *Termination Account.***

If all of the Holders do not surrender their Certificated Securities for final payment and cancellation on or before the final Distribution Date, the Trustee, on the final Distribution Date, shall withdraw all funds remaining in the Trust Accounts and shall credit those remaining funds to the Holders who did not surrender their Securities by depositing such funds in a Termination Account for the benefit of such Holders, and the Trustee shall give a second written notice to the remaining Holders to surrender their Securities for cancellation and receive the final distribution with respect thereto. If within one year after the sending of the second notice all the Securities shall not have been surrendered for cancellation, the Trustee shall take appropriate steps, at the direction of Ginnie Mae, if Ginnie Mae chooses to provide direction, or may appoint an agent to take appropriate steps, to contact the remaining Holders concerning surrender of their Securities, and the cost thereof shall be paid out of the funds on deposit in the Termination Account. The Trustee shall not invest or owe interest on funds in the Termination Account. The Trustee shall maintain the Termination Account for five years, subject to applicable laws of escheatment, after which time the assets shall be transferred to Ginnie Mae.

**ARTICLE VII**

**REDEMPTION AND EXCHANGE**

**Section 7.01. *Redemption.***

As to any Callable Series or Security Group, the Holder of the related Call Class Security shall have the right to direct the Trustee to redeem the related Callable Class Securities, in whole

but not in part, on any Distribution Date commencing with the Initial Redemption Date, but in any event no later than the Final Redemption Date, if applicable.

The amount payable by the Trustee in respect of any Callable Class Securities upon redemption shall be equal to the related Redemption Price. The Trustee shall redeem the Callable Class Securities only if (i) as of 11:30 a.m. (Eastern time) on the date the Trustee receives notice from the Holder of the related Call Class directing the Trustee to redeem, the related Trust Assets have a market value (exclusive of accrued interest) in excess of their outstanding principal balance and (ii) the Trustee shall have received from the Holder of the Call Class the Redemption Amount, the related Exchange Fee as provided below and the Call Class Security (assigned to the Trustee). For purposes of clause (i) above, the “market value” of Trust Assets shall be determined by reference to bid quotations obtained by the Trustee as of 11:30 a.m. (Eastern time) on the date the Trustee receives notice of the intention to direct a redemption. Bid quotations shall be obtained by the Trustee from the display identified as “TBA2” as posted electronically by the Bloomberg Financial News Service; provided, however, in the event that such quotations are not available or are believed inaccurate, the Trustee shall request that Ginnie Mae (or its agent) (i) obtain bid quotations from three reputable dealers experienced in pricing assets comparable to the Trust Assets; and (ii) calculate an average of such quotations. The determination by the Trustee (or Ginnie Mae) of the market value as described above shall (in the absence of manifest error) be final and binding.

The Holder of a Call Class Security proposing to effect a redemption and exchange as of any Distribution Date may so notify the Trustee in writing at the Corporate Trust Office, on any Business Day during the month preceding the month of redemption but shall do so no later than 11:00 a.m. (Eastern time) on the third Business Day preceding the last calendar day of the month preceding the month of the proposed redemption. Any such notice delivered to the Trustee after 11:00 a.m. (Eastern time) on any Business Day shall be deemed to have been received prior to 11:00 a.m. (Eastern time) on the following Business Day. No later than the third Business Day preceding the last calendar day of the month preceding the month of the proposed redemption the Holder of the Call Class shall deposit with the Trustee the applicable Redemption Amount and Exchange Fee and deliver to the Trustee the Call Class Security (assigned to the Trustee in form satisfactory to the Trustee). Upon determination of a satisfactory market value and delivery of the Redemption Amount, Exchange Fee and Call Class Security, the notice of redemption and exchange shall become irrevocable and redemption of the related Callable Class Securities shall be made on the following Distribution Date (each, a “Redemption Date”). The Trustee shall distribute the Redemption Price to the Holders of the related Callable Class Securities, pro rata, on the Redemption Date. Such distribution shall be in lieu of any distribution of principal and interest that would otherwise be made on that date.

The Trustee shall notify Ginnie Mae and the Information Agent of a redemption when the notice of redemption and exchange becomes irrevocable.

#### **Section 7.02. *Exchange.***

On the first Business Day of the month of redemption, the Trustee shall deliver to the Holder of the Call Class Security the related Trust Assets. In addition, on the Redemption Date, the Trustee shall remit to the Holder of the Call Class (a) the excess of (i) the Redemption

Amount paid to the Trustee by the Holder of the Call Class and the distributions received on the related Trust Assets in the month of redemption (net of any Trustee Fee payable to the Trustee on the Redemption Date) over (ii) the Redemption Price for the Callable Class and (b) any interest earnings on the Redemption Amount as described in Section 7.03. For purposes hereof, any such amounts distributed in respect of the Call Class shall constitute interest, to the extent they represent investment earnings or interest payments on the Trust Assets, or principal, to the extent they represent principal payments on the Trust Assets.

**Section 7.03. *Exchange Fee; Investment Earnings on Redemption Amount.***

Upon receipt of the Exchange Fee and Redemption Amount, the Trustee shall (i) be entitled to retain the Exchange Fee for its own account, and (ii) deposit the Redemption Amount in an Eligible Account. Amounts on deposit in such Eligible Account shall be invested by the Trustee in Eligible Investments.

**Section 7.04. *Exchange of Callable Class and Call Class Securities for the Related Trust Assets.***

As to any Callable Series or Security Group, a Holder of both a Call Class Security and all of the outstanding related Callable Class Securities shall have the right to exchange such Call Class Security and 100% of the outstanding balance of the related Callable Class Securities for the related Trust Assets. The Holder of a Call Class Security and all of the outstanding related Callable Class Securities proposing to effect such an exchange must notify the Trustee at least three Business Days preceding the exchange date (the “Exchange Date”), as described in Section 7.01. On the Business Day prior to the Exchange Date, the Holder will deliver the Call Class Security and the related Callable Class Securities to the Trustee and deposit with the Trustee any Transaction Fee required to be paid pursuant to the related Trust Agreement, and the exchange will become irrevocable. On the Exchange Date, the Trustee shall cancel such Securities, shall cause the removal of such Callable Class Securities from the Book-Entry Depository Account and shall credit the remaining related Trust Assets to the account of the surrendering Holder.

**Section 7.05. *Exchange of Callable Class Securities for the Related Trust Assets.***

As to any Callable Series or Security Group, after the Final Redemption Date for such Callable Series or Security Group, the Holder of all of the outstanding related Callable Class Securities shall have the right to exchange 100% of the outstanding balance of such Callable Class Securities for the related Trust Assets; provided, however, that there shall be no such right to exchange during any time that such Callable Class Securities are held by a REMIC Trust. A Holder of Callable Class Securities proposing to effect such an exchange must notify the Trustee at least three Business Days preceding the exchange date (the “Exchange Date”), as described in Section 7.01. On the Business Day prior to the Exchange Date, the Holder will deliver such Callable Class Securities to the Trustee and deposit with the Trustee any Exchange Fee required to be paid pursuant to the related Trust Agreement, and the exchange will become irrevocable. On the Exchange Date, the Trustee shall cancel such Securities, shall cause the removal of such Callable Class Securities from the Book-Entry Depository Account and shall credit the remaining related Trust Assets to the account of the surrendering Holder.

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

#### **Section 8.01. *Limitation of Rights of Holders.***

The death or incapacity of any person having an interest, beneficial or otherwise, in a Security shall not operate to terminate any Trust Agreement, nor entitle the legal representatives or heirs of such person or any Holder for such person to claim an accounting, take any action or bring any proceeding in any court for a partition or winding up of any Trust, nor otherwise affect the rights, obligations and liabilities of the parties hereto or any of them.

#### **Section 8.02. *Control by Holders.***

Except as otherwise provided in the Trust Agreement, no Holder in any Callable Series shall have any right to vote or in any manner otherwise control the administration, operation and management of any Trust, or the obligations of the parties hereto, nor shall anything herein set forth, or contained in the terms of the Securities, be construed so as to constitute the Holders from time to time as partners or members of an association; nor shall a Holder be under any liability to any third person by reason of any action taken by the parties to this Trust Agreement pursuant to any provision hereof.

#### **Section 8.03. *Amendment of Trust Agreements.***

(a) Any Trust Agreement may, with the consent of Ginnie Mae, and shall, at the request of Ginnie Mae, be amended from time to time by the Trustee without the consent of the Sponsor or any Holder or Holders to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to this Trust Agreement, provided that any such amendment shall not effect a change in the Termination Price, Distribution Dates, Record Dates, Accounting Dates, terms of optional terminations or redemptions, the Ginnie Mae Guaranty or other payment terms established by the Trust Agreement for the Callable Series which adversely affects in any material respect the interests of any Holder and shall not impose an additional obligation on any party who has not consented to such amendment; or except as provided in Section 8.03(b) below, to make any other changes that Ginnie Mae requests.

(b) Notwithstanding any other provision herein, without the consent of each Holder who may be adversely affected, the related Trust Agreement may not be amended to impair or affect the right of such Holder to receive payment of principal and interest (including any payment under the Ginnie Mae Guaranty in respect thereof) or to institute suit for the enforcement of any such payment, all as herein provided, on or after the respective due date of such payment. Notwithstanding the foregoing, the Trustee shall not allow any amendment to the related Trust Agreement that would cause the Trust not to be treated as a grantor trust for United States federal income tax purposes.

(c) In connection with any amendment to a Trust Agreement made pursuant to this Section 8.03, the Sponsor shall deliver to Ginnie Mae and the Trustee one or more Opinions of Counsel (who, if the amendment is at the request of the Sponsor, may be Trust Counsel),

addressed to Ginnie Mae and the Trustee, to the effect that (A) such counsel has examined the amendment and the relevant portion of the related Trust Agreement, (B) the amendment is permitted by the related Trust Agreement and (C) the proposed amendment will not cause the Trust not to be treated as a grantor trust for United States federal income tax purposes.

**Section 8.04. *Persons Deemed Owners.***

The Trustee, Ginnie Mae and the Registrar, or any agent of the Trustee, Ginnie Mae or the Registrar, may deem and treat the Holder of the Securities (which, with respect to the Book-Entry Securities, will be the Book-Entry Depository (or its nominee)), as the absolute owner of such Securities for the purpose of receiving distributions of principal or interest and for all other purposes, and neither the Trustee, Ginnie Mae nor the Registrar, nor any agent of the Trustee, Ginnie Mae or the Registrar, shall be affected by any notice to the contrary. All such distributions so made to the Holder or upon such Holder's order shall be valid and, to the extent of the sum or sums so distributed, effectual to satisfy and discharge the duty for monies distributable by the Trustee upon such Securities.

The Holder of a Book-Entry Security is not the Beneficial Owner of such Security. The rights of a Beneficial Owner of a Book-Entry Security with respect to the Trustee, Ginnie Mae and the Registrar may be exercised only through the Holder, which is the Book-Entry Depository or its nominee. The Trustee, Ginnie Mae and the Registrar will have no obligation to a Beneficial Owner of a Book-Entry Security because such obligations are satisfied directly to the Book-Entry Depository.

**Section 8.05. *Third-Party Beneficiary; Ginnie Mae Subrogation.***

The Trustee and the Sponsor hereby acknowledge and agree that Ginnie Mae is a third-party beneficiary of each Trust Agreement and entitled to enforce all obligations of any party to a Trust Agreement. Ginnie Mae shall be subrogated to all the rights, interests, remedies, powers and privileges of the Holders in respect of any Ginnie Mae Guaranty Payments, to the extent of such payments.

**Section 8.06. *Preemption.***

Pursuant to Section 306(g)(3)(E)(iv) of the National Housing Act (12 U.S.C. § 1721 (g)(3)(E)(iv)), Ginnie Mae may exercise any right or power granted to it in or recognized under the Trust Agreement irrespective of any stay arising from, any injunction or other process issued pursuant to, and any restriction or limitation imposed by any bankruptcy, insolvency, receivership, conservatorship or other similar law or regulation, state or federal, now or hereafter in effect, including without limitation 11 U.S.C. §§ 105, 362 and 18 U.S.C. §§ 1821, 1823, each as amended from time to time.

**Section 8.07. *Governing Law.***

**THE TRUST AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES OF AMERICA. INsofar AS THERE MAY BE NO APPLICABLE LAW OF THE UNITED STATES, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING**

**REGARD TO CONFLICTS OF LAWS PRINCIPLES OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) SHALL BE DEEMED REFLECTIVE OF THE LAWS OF THE UNITED STATES OF AMERICA, INsofar AS TO DO SO WOULD NOT FRUSTRATE THE PURPOSES OF ANY PROVISION OF THE TRUST AGREEMENT OR THE TRANSACTIONS GOVERNED THEREBY.**

**Section 8.08. *Successors.***

The Trust Agreement shall be binding upon and shall inure to the benefit of any successor to the Trustee, the Sponsor, or Ginnie Mae, including any successor by operation of law.

**Section 8.09. *Headings.***

The Article and Section headings are for convenience only and shall not affect the construction of the Trust Agreement.

**Section 8.10. *Notice and Demand.***

Any notice, demand or other communication which by any provision of a Trust Agreement is required or permitted to be given or served to or upon any Holder may be given or served in writing by deposit thereof, postage prepaid, in the United States mail addressed to such Holder as such Holder's name and address may appear in the records of the Trustee or the Registrar. Such notice, demand or other communication to or upon a Holder shall be deemed to have been sufficiently given or made, for all purposes, upon mailing or transmission.

RECEIPT AND ACCEPTANCE OF A SECURITY BY OR ON BEHALF OF A HOLDER, WITHOUT ANY SIGNATURE OR FURTHER MANIFESTATION OF ASSENT, SHALL CONSTITUTE THE UNCONDITIONAL ACCEPTANCE BY THE HOLDER AND ALL OTHERS HAVING A BENEFICIAL INTEREST IN SUCH SECURITY OF ALL THE TERMS AND PROVISIONS OF THE RELATED TRUST AGREEMENT.

All demands, notices, approvals and communications under the Trust Agreement shall be in writing and shall be deemed to have been duly given if personally delivered (including overnight receipted delivery by a recognized courier service) to or mailed by registered mail, postage prepaid, or transmitted by any standard form of written telecommunications and confirmed by a similar mailed writing, to the address provided in the Trust Agreement. The address for Ginnie Mae shall be as follows:

Government National Mortgage Association  
550 12th Street, SW, Third Floor  
Washington, D.C. 20024  
Attention: Senior Vice President, Capital Markets Division  
Telephone: (202) 475-4926  
Facsimile: (202) 485-0220

With copies to:

Department of Housing and Urban Development  
Office of General Counsel  
Room 9254  
451 7th Street, S.W.  
Washington, D.C. 20410-9000  
Attention: Assistant General Counsel Ginnie Mae/Finance  
Telephone: (202) 708-3260  
Facsimile: (202) 708-8776

and the Legal Advisor as of the date of the demand, notice,  
approval or communication.

The addresses of all other parties are set forth in the related Sponsor Agreement.

**Section 8.11. *Severability of Provisions.***

Any part, provision, representation or warranty of any Trust Agreement that is prohibited or that is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining parts, provisions, representations or warranties of that Trust Agreement. Any part, provision, representation or warranty of a Trust Agreement that is prohibited or unenforceable or is held to be void or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining parts, provisions, representations or warranties of that Trust Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties to each Trust Agreement waive any provision of law which prohibits or renders void or unenforceable any provision of that Trust Agreement.

**Section 8.12. *Counterparts.***

The Trust Agreement may be executed in two or more counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument. The Trust Agreement shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

**ARTICLE IX**

**TAX ADMINISTRATOR**

**Section 9.01. *Tax Administration.***

Each Holder of a Security hereby designates the Tax Administrator, as its agent, to perform certain tax administration functions of the related Trust.

- (a) With respect to each Trust, the Tax Administrator shall pay in a timely manner:

- (i) the amount of any United States federal, state and local taxes imposed on the Trust out of amounts in the Trust Accounts (except for Location-Based Taxes attributable to the Tax Administrator, which shall be paid by the Tax Administrator out of its own funds); provided, however, that the Tax Administrator may decide, provided it has received the written permission of Ginnie Mae, to pay or deposit such tax but subsequently to contest such tax, or, if permitted by law, to refrain from paying such tax pending the outcome of the contest of such tax, and
- (ii) out of its own funds, any and all tax related expenses (not including taxes) of the Trust, including but not limited to any professional fees or expenses related to audits or any administrative or judicial proceedings with respect to each such Trust that involves the Internal Revenue Service or state or local tax authorities; provided, however, that the Tax Administrator may pay out of amounts in the Trust Accounts the reasonable cost of contesting a tax imposed on the Trust, provided that the Tax Administrator has received Ginnie Mae's written permission to engage in the contest.
- (b) With respect to each Trust, the Tax Administrator shall maintain all books, records, and supporting documents that are necessary to comply with any and all aspects of the Tax Administrator's duties under the Trust Agreement and other Closing Documents.
- (c) For each Trust, the related Tax Administrator shall timely prepare, sign (or, as appropriate, submit to the Trustee for signature) and file all of the United States federal, state, and local tax and information returns of the Trust. The expenses of preparing and filing such returns shall be borne by the Tax Administrator without any right to reimbursement by the Trustee or from amounts on deposit in the Trust Accounts.
- (d) The Tax Administrator for each Trust shall assist the Trustee in performing in a timely manner all reporting and other tax compliance duties that are the responsibility of the Trust under United States federal, state or local tax law. Upon the Tax Administrator's request, the Trustee shall provide the Tax Administrator with a list of Securityholders of record and any other information reasonably necessary to the Tax Administrator in the performance of its duties.
- (e) With respect to each Trust, the Tax Administrator and the Trustee shall take any action or cause any Trust to take any action necessary to create or maintain the status of such Trust as a grantor trust pursuant to Section 1.06 hereof.
- (f) With respect to each Trust, neither the Tax Administrator nor the Trustee shall take any action or fail to take any action, or cause any Trust to take any action or fail to take any action that, if taken or not taken, could endanger the status of any such Trust as a grantor trust pursuant to Section 1.06 hereof.
- (g) With respect to each Trust, unless otherwise provided in the related Trust Agreement, the fiscal year of such Trust shall run from January 1 (or from the Closing Date, in the case of the first fiscal year) through December 31.
- (h) The Trustee shall reimburse the Trust for any Location-Based Taxes.

**Section 9.02. *Resignation and Removal of the Tax Administrator.***

(a) Unless otherwise provided in the Trust Agreement, the Trustee shall act as Tax Administrator. The Trustee may subcontract with another Person acceptable to Ginnie Mae to undertake these obligations. In addition, Ginnie Mae reserves the right to require the Trustee to subcontract with a Person designated by Ginnie Mae to perform these duties. Execution of a subcontract shall not relieve the Trustee, however, of any responsibility for the tax administration of the Trust or of liability for breaches of the obligations of the Tax Administrator under the Trust Agreement.

(b) If the Tax Administrator for a Trust is unable for any reason to fulfill its duties as Tax Administrator, the Tax Administrator shall immediately notify Ginnie Mae and the Trustee. Upon notification, the Trustee may appoint another Person acceptable to Ginnie Mae to act as Tax Administrator or Ginnie Mae may direct the Trustee to appoint another Person to act in such capacity.

(c) Except as provided in a Trust Agreement, Ginnie Mae has reserved the right to remove the Tax Administrator for cause at any time. For the purposes of this Section “cause” shall mean one of the following:

(i) The Tax Administrator’s inability to take any actions required under a Trust Agreement;

(ii) Failure on the part of the Tax Administrator to observe or perform any other of its covenants set forth in the related Trust Agreement;

(iii) A court having jurisdiction entering a decree or order for relief in respect of the Tax Administrator in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, sequestrator (or other similar official) of the Tax Administrator or for all or substantially all of its property, or order the winding up or liquidation of its affairs; or

(iv) The Tax Administrator commencing a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consenting to the entry of an order for relief in an involuntary case under any such law, or consenting to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Tax Administrator or for any substantial part of its property, or making any general assignment for the benefit of creditors, or the Tax Administrator failing generally to pay its debts as they become due.

(d) Any resignation or removal of the Tax Administrator and appointment of a successor Tax Administrator pursuant to any of the provisions of this Section shall become effective upon acceptance of appointment by the successor Tax Administrator as provided in Section 9.02(e) below. Any liability of the Tax Administrator under a Trust Agreement arising prior to such termination shall survive such termination.

(e) The successor Tax Administrator appointed to serve as Tax Administrator of a Trust as provided in this Section shall execute, acknowledge and deliver to Ginnie Mae and its predecessor Tax Administrator a written acceptance of such appointment under the related Trust Agreement, and thereupon the resignation or removal of the predecessor Tax Administrator shall become effective and such successor Tax Administrator, without any further act, deed or conveyance, shall become fully vested with all the rights, powers, duties and obligations of its predecessor under such Trust Agreement, with the same effect as if originally named as Tax Administrator therein.

\* \* \*

**FORM OF CALLABLE CLASS SECURITY**

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION  
GUARANTEED CALLABLE PASS-THROUGH SECURITY  
GINNIE MAE CALLABLE TRUST 20\_-C\_\_ (THE "TRUST")  
CLASS A[ ]

THE GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, PURSUANT TO SECTION 306(g) OF THE NATIONAL HOUSING ACT, GUARANTEES THE TIMELY PAYMENT OF PRINCIPAL AND INTEREST ON THIS SECURITY IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN AND IN THE RELATED TRUST AGREEMENT. THE FULL FAITH AND CREDIT OF THE UNITED STATES OF AMERICA IS PLEDGED TO THE PAYMENT OF ALL AMOUNTS THAT MAY BE REQUIRED TO BE PAID UNDER THIS GUARANTY.

CLASS A[ ]:

CUSIP NO.:

CLOSING DATE:

INTEREST RATE: [ \_\_\_\_\_ %]  
[VARIABLE]

MONTH OF FINAL DISTRIBUTION  
DATE:

CLASS PRINCIPAL BALANCE OF ALL  
CLASS A [ ] SECURITIES AS OF  
CLOSING DATE: \$ \_\_\_\_\_

INITIAL REDEMPTION DATE:

[FINAL REDEMPTION DATE:]

DENOMINATION: \$ \_\_\_\_\_

TRUSTEE:

SPONSOR:

NO. \_\_\_\_\_

This Security evidences a percentage interest in the distributions allocable to the Class indicated on the face hereof issued by the Trust, the assets of which consist primarily of the Trust Assets.

THIS CERTIFIES THAT

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is the registered owner of the Percentage Interest evidenced by this Security (obtained by dividing the denomination of this Security by the aggregate of the denominations of all Securities of this Class) in any monthly distributions allocable to this Class of Securities. The Securities were issued by the Trust created pursuant to a trust agreement (the “Trust Agreement”) between the Sponsor and the Trustee. The capitalized terms used and not defined herein have the meanings assigned to them in the Trust Agreement and the Glossary in the Ginnie Mae Multiclass Securities Guide in effect on the Closing Date. This Security is issued under and is subject to the terms, provisions and conditions of the Trust Agreement, to which the Holder of this Security, by virtue of the acceptance hereof, assents and by which such Holder is bound.

Pursuant to the terms of the Trust Agreement, a distribution will be made on the [ ] day of each month or, if such day is not a Business Day, the first Business Day thereafter (each, a “Distribution Date”), commencing in the month following the month of the Closing Date, to the Person in whose name this Security is registered at the close of business on the last Business Day of the month immediately preceding the month of such distribution (the related “Record Date”), in an amount equal to the product of the Percentage Interest evidenced by this Security and the distributions, if any, allocable to this Class pursuant to the Trust Agreement. Notwithstanding the foregoing, distributions on Certificated Securities of this Class will be made on the Business Day following the Distribution Date.

This Security is subject to redemption by the Trustee at the direction of the Holder of the related Call Class Security. This Security is limited in right of payment to certain collections in respect of the related Trust Assets (including the Redemption Price therefor) and the Ginnie Mae Guaranty, all as more specifically set forth in the Trust Agreement. This Security does not represent an obligation of the Sponsor or the Trustee or either of their affiliates. In addition, the Holder of this Security has certain exchange rights as set forth in the Trust Agreement.

Distributions on Book-Entry Securities shall be made on each Distribution Date by wire transfer of immediately available funds to the Book-Entry Depository. Distributions on any Certificated Security shall be made on the Business Day following each Distribution Date (a) by check mailed to the Holder thereof at its address reflected in the Register as of the related Record Date or (b) upon receipt by the Trustee from a Holder of a written request and wire instructions at least five Business Days prior to the related Record Date, by wire transfer of immediately available funds on the Business Day following the related Distribution Date and each subsequent Distribution Date to the account of such Holder, if such Holder holds Securities having an initial aggregate principal balance of at least \$5,000,000. Notwithstanding the foregoing, the final distribution in retirement of any Security will be made only upon presentation and surrender of the certificate at the Corporate Trust Office.

Subject to the limitations set forth in the Trust Agreement, the Trust Agreement may be amended for any purpose, without the consent of any Holder or Holders. However, the Trust Agreement may not be amended without the consent of the affected Holders if the effect of such amendment is to alter the timing or amount of any required distribution of principal or interest (including distributions made pursuant to the Ginnie Mae Guaranty) to any Holder, or the right of any Holder to institute suit for the enforcement of any such payment. Any such consent by the Holder of this Security shall be conclusive and binding on such Holder and upon all future holders of this Security and of any Security issued upon the transfer hereof or in exchange herefor or in lieu hereof regardless of whether notation of such consent is made upon this Security.

As provided in the Trust Agreement and subject to certain limitations therein set forth, the Holder of this Security may register the transfer of this Security in the Register by surrendering this Security at the Corporate Trust Office of the Trustee. The surrendered Security must be duly endorsed by, or accompanied by an assignment in the form below or other written instrument of transfer in form satisfactory to the Trustee and the Registrar duly executed by, the Holder hereof or such Holder's attorney duly authorized in writing. Upon such surrender, one or more new Securities of like tenor of authorized denominations will be issued to the designated transferee or transferees.

The Securities of this Class initially are issuable in the form specified on the cover hereto and in denominations specified in the Trust Agreement. As provided in the Trust Agreement and subject to certain limitations therein set forth (a) Beneficial Owners of Book-Entry Securities may request Certificated Securities for a fee of \$25,000 per physical certificate, (b) Holders of Certificated Securities may, upon request, surrender their Certificated Securities and become the Beneficial Owner of a Book-Entry Security of like tenor and denomination and (c) all Securities are exchangeable for new Securities of like tenor of authorized denominations, as requested by the Holder surrendering the same. There will be a service charge for any such registration of transfer or exchange, and the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The obligations created by the Trust Agreement and the Trust shall terminate upon the payment to Holders of all amounts held by or on behalf of the Trustee and required to be paid to them pursuant to the Trust Agreement. This Certificate is subject to redemption as provided in the Trust Agreement on any Distribution Date occurring on or after the Initial Redemption Month. The Trust Agreement permits, but does not require, the Trustee to purchase all assets held by the Trust, at a price determined as provided in the Trust Agreement, when the aggregate of the Class Principal Balances of the Securities is less than 1% of the aggregate of the Original Class Principal Balances of the Securities. Any exercise by the Trustee of such option would effect early retirement of the Securities.

Unless the certificate of authentication herein has been executed by the Trustee, by manual signature, this Security shall not represent entitlement to any benefit under the Trust Agreement or be valid for any purpose.

IN WITNESS WHEREOF, the Trustee has caused this Security to be duly executed under its official seal.

**[TRUSTEE], AS TRUSTEE**

By: \_\_\_\_\_  
AUTHORIZED SIGNATORY

Attest: \_\_\_\_\_  
AUTHORIZED SIGNATORY

Dated: \_\_\_\_\_

**CERTIFICATE OF AUTHENTICATION**

This is one of the Class A[ ] Callable Class Securities referred to in the within-mentioned Trust Agreement.

\_\_\_\_\_, **AS TRUSTEE**

By: \_\_\_\_\_  
AUTHORIZED SIGNATORY

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

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(Please print or typewrite name and address including postal zip code of assignee.)

the beneficial interest evidenced by the within Security and hereby authorizes the transfer of registration of such interest to the above named assignee on the Register of the Trust.

I (We) further direct the Trustee to issue a new Security of like denomination or Percentage Interest and like tenor, to the above named assignee and to deliver such Security to the following address:

---

Dated:

\_\_\_\_\_  
Signature by or on behalf of assignor

\_\_\_\_\_  
Signature Guaranteed

DISTRIBUTION INSTRUCTIONS

The assignee should complete the following for purposes of future distributions:

Distributions shall be made by wire transfer or otherwise in immediately available funds, if permitted hereunder, to

\_\_\_\_\_

for the account of \_\_\_\_\_

account number \_\_\_\_\_

or, if mailed by check, to \_\_\_\_\_

Applicable statements should be mailed to \_\_\_\_\_

This information is provided by \_\_\_\_\_

the assignee named above, or \_\_\_\_\_  
as its agent.

**FORM OF CALL CLASS SECURITY**

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION  
GUARANTEED CALLABLE PASS-THROUGH SECURITY  
GINNIE MAE CALLABLE TRUST 20\_\_-C\_\_\_ (THE "TRUST")  
CLASS B[ ]

**THE GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, PURSUANT TO SECTION 306(g) OF THE NATIONAL HOUSING ACT, GUARANTEES THE TIMELY PAYMENT OF PRINCIPAL AND INTEREST ON THIS SECURITY IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN AND IN THE RELATED TRUST AGREEMENT. THE FULL FAITH AND CREDIT OF THE UNITED STATES OF AMERICA IS PLEDGED TO THE PAYMENT OF ALL AMOUNTS THAT MAY BE REQUIRED TO BE PAID UNDER THIS GUARANTY.**

**THIS SECURITY HAS NO PRINCIPAL BALANCE, DOES NOT BEAR INTEREST AND WILL NOT RECEIVE ANY DISTRIBUTIONS EXCEPT AS PROVIDED IN THE TRUST AGREEMENT. THIS SECURITY MAY NOT BE TRANSFERRED IN PART.**

CLASS B[ ]:

CUSIP NO.:

CLOSING DATE:

PERCENTAGE INTEREST: 100%

INITIAL REDEMPTION DATE:

[FINAL REDEMPTION DATE:]

TRUSTEE:

SPONSOR:

NO. 1

This Security evidences an interest in the Trust, the assets of which consist primarily of the Trust Assets.

THIS CERTIFIES THAT

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is the registered owner of the Percentage Interest evidenced by this Security (set forth above). The Securities were issued by the Trust created pursuant to a trust agreement (the “Trust Agreement”) between the Sponsor and the Trustee. The capitalized terms used and not defined herein have the meanings set forth in the Trust Agreement and the Glossary in the Ginnie Mae Multiclass Securities Guide in effect on the Closing Date. This Security is issued under and is subject to the terms, provisions and conditions of the Trust Agreement, to which the Holder of this Security, by virtue of the acceptance hereof, assents and by which such Holder is bound.

No distributions shall be made on this Security, except for any distribution of the proceeds due such Holder in a redemption and exchange transaction as set forth below upon presentation and surrender of this Security.

The Holder of this Security shall have the right to direct the Trustee to redeem the related Callable Class Securities, in whole but not in part, on [the Distribution Date coinciding with the Initial Redemption Date (which is also the Final Redemption Date)] [any Distribution Date commencing with the Initial Redemption Date[; but in no event later than the Final Redemption Date]]. The Trustee shall redeem the related Callable Class Securities only upon the terms set forth in the Trust Agreement and upon payment of the Redemption Amount and Exchange Fee and surrender of this Security. The Holder of this Security may effect a redemption and exchange by notifying the Trustee no later than 11:00 A.M. on the third Business Day preceding the last calendar day of the month preceding the month of the proposed redemption. Not later than the third Business Day preceding the last calendar day of the month preceding the month of the proposed redemption the Holder of this Security must deposit with the Trustee the Redemption Amount and Exchange Fee and surrender this Security as set forth in the Trust Agreement. On the first Business Day of the month of redemption, the Trustee shall deliver to the Holder hereof the related Trust Assets and cancel this Security. On the Distribution Date in the month of redemption, the Trustee shall remit to the Holder of this Security the aggregate amount required to be so remitted in accordance with the Trust Agreement. In addition, the Holder of this Security has certain exchange rights as set forth in the Trust Agreement.

Subject to the limitations set forth in the Trust Agreement, the Trust Agreement may be amended for any purpose, without the consent of any Holder or Holders. However, the Trust Agreement may not be amended without the consent of the affected Holders if the effect of such amendment is to alter the timing or amount of any required distribution of principal or interest (including distributions made pursuant to the Ginnie Mae Guaranty) to any Holder, or the right of any Holder to institute suit for the enforcement of any such payment. Any such consent by the Holder of this Security shall be conclusive and binding on such Holder and upon all future holders of this Security and of any Security issued upon the transfer hereof or in exchange herefor or in lieu hereof regardless of whether notation of such consent is made upon this Security.

As provided in the Trust Agreement and subject to certain limitations therein set forth, the Holder of this Security may register the transfer of this Security in the Register by surrendering this Security at the Corporate Trust Office of the Trustee. The surrendered Security must be duly endorsed by, or accompanied by an assignment in the form below or other written instrument of transfer in form satisfactory to the Trustee and the Registrar duly executed by, the Holder hereof or such Holder's attorney duly authorized in writing. Upon such surrender, a new Security of like tenor will be issued to the designated transferee or transferees.

Unless the certificate of authentication herein has been executed by the Trustee, by manual signature, this Security shall not represent entitlement to any benefit under the Trust Agreement or be valid for any purpose.

IN WITNESS WHEREOF, the Trustee has caused this Security to be duly executed under its official seal.

**[TRUSTEE], AS TRUSTEE**

By: \_\_\_\_\_  
AUTHORIZED SIGNATORY

Attest: \_\_\_\_\_  
AUTHORIZED SIGNATORY

Dated: \_\_\_\_\_

**CERTIFICATE OF AUTHENTICATION**

This is the Class B[ ] Call Class Security referred to in the within-mentioned Trust Agreement.

\_\_\_\_\_, **AS TRUSTEE**

By: \_\_\_\_\_  
AUTHORIZED SIGNATORY

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sell(s), assign(s) and transfer(s) unto

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(Please print or typewrite name and address including postal zip code of assignee.)

the beneficial interest evidenced by the within Security and hereby authorizes the transfer of registration of such interest to the above named assignee on the Register of the Trust.

I (We) further direct the Trustee to issue a new Security of like denomination or Percentage Interest and like tenor, to the above named assignee and to deliver such Security to the following address:

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Dated:

\_\_\_\_\_  
Signature by or on behalf of assignor

\_\_\_\_\_  
Signature Guaranteed

**DISTRIBUTION INSTRUCTIONS**

The assignee should complete the following for purposes of future distributions:

Distributions shall be made by wire transfer or otherwise in immediately available funds, if permitted hereunder, to

\_\_\_\_\_

for the account of \_\_\_\_\_

account number \_\_\_\_\_

or, if mailed by check, to \_\_\_\_\_

Applicable statements should be mailed to \_\_\_\_\_

This information is provided by \_\_\_\_\_

the assignee named above, or \_\_\_\_\_  
as its agent.

**FORM OF ECONOMIC REPRESENTATION LETTER OF SPONSOR**

**[NOTE TO SPONSOR AND TRUST COUNSEL:** The following letter is required to be executed and delivered by the Sponsor in connection with the issuance of Callable Securities.]

Government National Mortgage Association  
550 Twelfth Street, S.W., Third Floor  
Washington, D.C. 20024

[Trust Counsel]

Re: Ginnie Mae Callable Trust 20[ ]-C[ ]

Ladies and Gentlemen:

Ginnie Mae Callable Trust 20[ ]-C[ ] (the “Trust”) will consist of Callable Class[es] [A] [A1] [and A2] and related Call Class[es] [B] [B1] [and B2, respectively], as described in the disclosure document for the Trust (the “Offering Circular”). [This] [These] pair[s][, each consisting of a Callable Class and a Call Class,] will [each] represent the entire beneficial interest in a separate pool consisting of [either] [Trust MBS] [or] [[a] previously issued Ginnie Mae certificate[s]] ([together,] the “Contributing Assets”), [in each case] with the characteristics shown in [the Offering Circular] [or] [the disclosure document for Ginnie Mae REMIC Trust 20[ ]-[ ]], as applicable]. [The] [Each] Call Class will have the terms shown in the Offering Circular.

We are the Sponsor of the Trust. In connection therewith, we have made determinations of the current market value of the Contributing Assets. Taking into account, among other things, (i) the determination of the current market value of the Contributing Assets, and (ii) the terms of the Call Class[es], we believe that there are various economically reasonable circumstances under which the right of [the] [each] Call Class to call the [related] Contributing Assets would not at any time be exercised.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Trust Agreement, dated as of \_\_\_\_\_, 20\_\_, by and between the Sponsor and the Trustee.

We make this representation with the understanding that [INSERT TRUST COUNSEL] will rely on it in rendering its opinion with respect to Ginnie Mae Callable Trust 20[ ]-C[ ].

Very truly yours,

[SPONSOR]

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

**FORM OF SPONSOR AGREEMENT  
FOR CALLABLE TRUSTS**

**SPONSOR AGREEMENT**  
**GINNIE MAE CALLABLE TRUST 20\_\_-\_\_**

**THIS SPONSOR AGREEMENT** is entered into as of \_\_\_\_\_, 20\_\_, by and between the GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (“Ginnie Mae”) and \_\_\_\_\_, a(n) \_\_\_\_\_ [corporation] [limited liability company] [limited partnership] (the “Sponsor”) in connection with the issuance by Ginnie Mae Callable Trust 20\_\_-\_\_C\_ of approximately \$\_\_\_\_\_ aggregate principal amount of Securities.

**SECTION 1. Standard Sponsor Provisions.**

The parties acknowledge and agree that the terms of the Standard Sponsor Provisions for Callable Trusts, as set forth in the Ginnie Mae Multiclass Securities Guide, October 1, 2011 Edition [, as amended through \_\_\_\_\_, 20\_\_], are herein incorporated by reference and constitute part of this Sponsor Agreement as if set forth herein in full.

**SECTION 2. Dates.**

The Pool Information Date shall be \_\_\_\_\_, 20\_\_; the Pool Wire Date shall be \_\_\_\_\_, 20\_\_; and the Closing Date shall be \_\_\_\_\_, 20\_\_. These dates may not be changed without the written approval of Ginnie Mae.

**SECTION 3. Fees.**

Based upon the information regarding the Securities set forth in the Offering Circular, the Ginnie Mae Guaranty Fee will be \$\_\_\_\_\_ but [will] [may]\* increase if the size of the transaction increases. [**Note to Trust Counsel:** The Ginnie Mae Guaranty Fee shall be the greater of (x) the sum of 0.02% of the first \$200,000,000 of Original Class Principal Balance of the related Callable Class (or Classes) and 0.01% of any additional amounts; and (y) \$40,000.]\*\*

**SECTION 4. Notices.**

Sponsor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Telecopy: \_\_\_\_\_

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\* **Note to Trust Counsel:** “may” should be used only if the Guaranty Fee is calculated using clause (y) and the Original Class Principal Balance is unlikely to increase by an amount that would result in an increase in the Guaranty Fee above \$40,000.

\*\* The Ginnie Mae Guaranty Fee is subject to change by Ginnie Mae.

Trust Counsel:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Telecopy: \_\_\_\_\_

Accountants:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Telecopy: \_\_\_\_\_

Trustee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Telecopy: \_\_\_\_\_

Trustee's Counsel:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Telecopy: \_\_\_\_\_

**[SECTION 5. *Modifications to Standard Sponsor Provisions.***

The following modifications of the Standard Trust Provisions shall apply to the Securities:]

**IN WITNESS WHEREOF**, the parties have caused this Sponsor Agreement to be executed and delivered by their duly authorized representatives as of the day and year first above written.

**GOVERNMENT NATIONAL MORTGAGE  
ASSOCIATION**

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

Its: \_\_\_\_\_

**[SPONSOR]**, as Sponsor

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

Its: \_\_\_\_\_

**STANDARD SPONSOR PROVISIONS FOR CALLABLE TRUSTS**

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**STANDARD SPONSOR PROVISIONS  
FOR CALLABLE TRUSTS**

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GOVERNMENT NATIONAL MORTGAGE ASSOCIATION  
GUARANTEED CALLABLE PASS-THROUGH SECURITIES

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October 1, 2011 Edition

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## STANDARD SPONSOR PROVISIONS FOR CALLABLE TRUSTS

THESE STANDARD SPONSOR PROVISIONS FOR CALLABLE TRUSTS are to be incorporated by reference in each Sponsor Agreement entered into by and between the GOVERNMENT NATIONAL MORTGAGE ASSOCIATION and a Sponsor in connection with each Callable Series of Ginnie Mae's Guaranteed Callable Pass-Through Securities.

**SECTION 1. *Definitions.*** Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Glossary contained in the Ginnie Mae Multiclass Securities Guide in effect as of the date of the related Sponsor Agreement.

Trust: With respect to a Callable Series, a Ginnie Mae Callable Trust.

Trust Assets: As to any Trust, any Ginnie Mae Platinum Securities, Ginnie Mae MBS Certificates or Permitted Underlying Certificates conveyed thereto by, or on behalf of, the Sponsor on the Closing Date.

Trust Agreement: With respect to a Callable Series, the Callable Trust Agreement relating to the Trust.

**SECTION 2. *Commitment to Sell and Purchase.*** Subject to satisfaction of the conditions to Sponsor's obligations set forth in these Standard Sponsor Provisions, on the Closing Date the Sponsor will establish a Trust by executing a Trust Agreement in form and substance substantially similar to the form included in the Ginnie Mae Multiclass Securities Guide, with only such changes as are necessary to reflect the Securities Structure or as are approved by Ginnie Mae. Pursuant to the Trust Agreement, the Sponsor (or its Participating Affiliates) will transfer all of Sponsor's and the Participating Affiliates' interest in identified Trust Assets to the Trust in consideration of specified Securities, representing undivided beneficial ownership interests in the Trust.

**SECTION 3. *Commitment to Issue Ginnie Mae Guaranty.*** Subject to satisfaction of the conditions to Ginnie Mae's obligations set forth in the Sponsor Agreement, including these Standard Sponsor Provisions, Ginnie Mae will guarantee the timely payment of principal of and interest on each Security (in accordance with its terms) issued by the Trust pursuant to the Trust Agreement and in the case of a Call Class Security issued pursuant to a Trust Agreement, all amounts, if any, due thereon on the related Redemption Date, representing principal and interest as described in the related Offering Circular and Trust Agreement. To effect the Ginnie Mae Guaranty, on the Closing Date, Ginnie Mae will execute a Guaranty Agreement which will authorize the Trustee to issue the related Callable Series of Securities entitled to the benefits of the Ginnie Mae Guaranty. Each Book-Entry Security issued by the Trustee pursuant to the authority of the Ginnie Mae Guaranty shall be entitled to the benefits of the Ginnie Mae Guaranty and shall be valid and obligatory for all purposes. In the case of Certificated Securities, the Guaranty Agreement will authorize the Trustee to authenticate and deliver certificates representing the Securities, which will contain the Ginnie Mae Guaranty. Only those Certificated Securities that bear a certificate of authentication, in the form set forth in the Trust Agreement, manually executed by the Trustee, shall be entitled to the benefits of the Ginnie Mae Guaranty or be valid or obligatory for any purpose. The certificate of authentication of the

Trustee, when manually executed by the Trustee, shall be conclusive evidence that the Certificated Security has been duly authenticated and delivered and that the Holder of that Security is entitled to the benefits of the Ginnie Mae Guaranty. Ginnie Mae will have no obligation to issue the Ginnie Mae Guaranty except upon full satisfaction of all conditions to closing. The obligations of Ginnie Mae on any Security or pursuant to the related Guaranty Agreement will terminate upon the retirement of that Security pursuant to the terms of the related Trust Agreement.

**SECTION 4. *Representations and Warranties of the Sponsor.*** The Sponsor hereby represents and warrants, as of the date of the Sponsor Agreement, as follows:

(a) The Sponsor and its Participating Affiliates have acquired or by the Closing Date will acquire the Trust Assets in the ordinary course of its business, in good faith, for value and without notice of any claim against or claim to any of the Trust Assets on the part of any person.

(b) Neither the Sponsor nor its Participating Affiliates have any actual or constructive knowledge or notice of any interest in the Trust Assets contrary to the interest of the Trustee under the Trust Agreement.

(c) The Sponsor and its Participating Affiliates, as applicable, have the full power, authority and legal right to transfer and convey the Trust Assets to the Trustee and have the full power, authority and legal right to execute and deliver the Sponsor Agreement, to engage in the transactions contemplated therein and to fully perform and observe the terms and conditions thereof.

(d) The execution and delivery by the Sponsor of the Sponsor Agreement are within the legal power of, and have been duly authorized by all necessary actions on the part of, the Sponsor. Neither the execution and delivery of the Sponsor Agreement by the Sponsor, nor the consummation by the Sponsor of the transactions contemplated in the Sponsor Agreement, nor compliance by the Sponsor with the provisions thereof, will (i) conflict with or result in a breach of, or constitute a default under, any of the provisions of the certificate of incorporation or bylaws of, or any law, governmental rule or regulation, or any judgment, decree or order binding on, the Sponsor, its Participating Affiliates or its properties, or any of the provisions of any indenture, mortgage, deed of trust, contract or other instrument to which it or its Participating Affiliates are a party or by which they are bound, or (ii) result in the creation or imposition of any lien, charge or encumbrance upon any of its or its Participating Affiliates' properties pursuant to the terms of any such indenture, mortgage, deed of trust, contract or other instrument.

(e) The Sponsor Agreement has been duly executed and delivered by the Sponsor and constitutes a legal, valid and binding agreement of the Sponsor, enforceable in accordance with its terms subject, as to enforcement of remedies, to applicable bankruptcy, reorganization, insolvency or other similar laws affecting creditors' rights and to general principles of equity.

(f) No consent, approval, authorization or order of or registration or filing with, or notice to, any governmental authority or court is required for the execution, delivery and performance of, or compliance by the Sponsor with, the Sponsor Agreement or the consummation by the Sponsor of any other transaction contemplated thereby.

(g) No certificate of an officer of the Sponsor or Participating Affiliate, statement furnished pursuant hereto in writing, or report delivered pursuant to the terms hereof to Ginnie Mae, any Affiliate or designee of Ginnie Mae, or the Trustee by the Sponsor contains any untrue statement of a material fact, or omits a material fact necessary to make the certificate, statement, or report not misleading in light of the circumstances under which such certificate, statement or report is given.

(h) Neither the Sponsor nor any of its Participating Affiliates has dealt with any broker, investment banker, or agent or other person that may be entitled to any commission or compensation in connection with the sale of Trust Assets to the Trust, or any such commission or compensation has been paid in full.

(i) There is no litigation pending or, to the Sponsor's knowledge, threatened against the Sponsor or any of its Participating Affiliates that could reasonably be expected to affect adversely the transfer of the Trust Assets, the issuance of the Securities or the execution, delivery, performance or enforceability of the Sponsor Agreement, including the Sponsor's performance under any indemnification provisions.

(j) At the time of the issuance of the Securities, the Trust Assets will be assets of the Trust and not assets of the Sponsor or any other person.

(k) Immediately prior to the transfer of Trust Assets to the Trust, the Sponsor or its Participating Affiliates will be the sole owners of, and will have good and marketable title to, the Trust Assets, subject to no prior lien, mortgage, security interest, pledge, charge or other encumbrance or any such encumbrance will be discharged, and on the Closing Date, all right, title and interest in the Trust Assets shall be transferred to the Trust and the Trust Assets shall be duly and validly delivered to the Trust, together with any other documents or certificates required by the Sponsor Agreement. Following the transfer of Trust Assets to the Trust, the Trust will own such Trust Assets, free and clear of any lien, mortgage, security interest, pledge, charge or other encumbrance.

(l) The transfer, assignment and conveyance of the Trust Assets by the Sponsor and its Participating Affiliates pursuant to the Sponsor Agreement are not subject to bulk transfer laws or any similar statutory provisions in effect in any applicable jurisdiction.

(m) The Trust Assets are of the type and with the payment characteristics identified in the Offering Circular.

(n) The Trust Assets consist of Ginnie Mae Platinum Certificates, Ginnie Mae MBS Certificates or Permitted Underlying Certificates.

(o) The consideration received by each of the Sponsor and any of its Participating Affiliates upon the transfer of the Trust Assets under the Trust Agreement constitutes fair consideration and reasonably equivalent value for the Trust Assets transferred by it.

(p) The Sponsor is solvent, and the transfer of the Trust Assets will not cause the Sponsor or any of its Participating Affiliates to become insolvent; the transfer of the Trust Assets is not undertaken with the intent to hinder, delay or defraud any of the creditors of the Sponsor or its Participating Affiliates.

(q) The Sponsor relinquishes and will cause its Participating Affiliates to relinquish all rights to possess, control and monitor the Trust Assets transferred to the Trust except such rights as any may have as a Holder of the related Securities.

(r) The description of the plan for distribution of the Securities contained under the heading “Plan of Distribution” in the Offering Circular related to the Securities does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements contained therein, in light of the circumstances under which they are made, not misleading.

(s) The Sponsor has delivered to Ginnie Mae financial statements (including the notes attached thereto) of the Sponsor for its two most recently completed fiscal years, certified by independent certified public accountants. Such financial statements have been prepared in accordance with generally accepted accounting principles consistently applied. These financial statements fairly reflect the financial condition of the Sponsor and the results of its operations as of the dates and for the periods presented. Since the dates of such statements, no materially adverse changes in the financial condition, business or operations of the Sponsor have occurred that could reasonably be expected to affect adversely the transfer of the Trust Assets, the issuance of the Securities or the execution, delivery, performance or enforceability of the Sponsor Agreement, including the Sponsor’s performance under any indemnification provisions.

(t) The Offering Circular includes an accurate description of the Securities Structure.

(u) Assuming the full and timely payment of principal and interest on the Trust Assets (as those Trust Assets are identified in the Offering Circular), payments on those assumed Trust Assets in all possible prepayment scenarios will be adequate to make full and timely payments of principal and interest on the Callable Class Securities in accordance with the terms of the Securities as described in the Offering Circular and will pay in full each Callable Class Securities by its Final Distribution Date regardless of the rate of prepayment of the Mortgage Loans ultimately underlying those assumed Trust Assets.

(v) Assuming the full and timely payment of principal and interest on the Trust Assets, payments on the Trust Assets in all possible prepayment scenarios will be adequate to make full and timely payments of principal and interest on the Callable Class

Securities in accordance with the terms of the Trust Agreement and will pay in full each Class of Callable Class Securities by its Final Distribution Date regardless of the rate of prepayment of the Mortgage Loans ultimately underlying the Trust Assets.

(w) The Sponsor has obtained CUSIP Numbers for each Class of Securities.

(x) The Sponsor has been duly incorporated, organized or formed, as applicable, and is validly existing as a corporation, limited liability company or limited partnership, as applicable, in good standing under the laws of the jurisdiction of its incorporation, organization or formation, as applicable.

**SECTION 5. *Covenants of the Sponsor.*** Subject to the conditions set forth in Section 8, the Sponsor hereby covenants and agrees as follows:

(a) The Sponsor shall create, no later than the Pool Information Date, the Final Data Statement, a final version of which will be attached to the Trust Agreement.

(b) The Sponsor shall provide, in substantially the form attached as Exhibit 2, a list showing the Weighted Average Lives (based on the Trust Assets transferred to the Trust) for all Callable Class Securities at each prepayment speed (other than 0% PSA or CPR) shown in the Weighted Average Lives tables in the Terms Sheet to the Offering Circular and comparing such Weighted Average Lives to those shown in the Offering Circular, showing both the differences and the percentage differences at each speed. For this purpose, the Weighted Average Lives and the percentage differences should be rounded to the nearest two decimal places. Weighted Average Lives shall be calculated based on the attributes of the Ginnie Mae Certificates underlying the Trust Assets.

(c) On the Pool Wire Date, the Sponsor shall transfer (or cause to be transferred) the Trust Assets to the Trustee Limited Purpose Account, where they will be held on behalf of the Sponsor and its Participating Affiliates, as applicable, until closing. The Sponsor and its Participating Affiliates, as applicable, shall release the Trust Assets to the Trustee on the Closing Date.

(d) On the Closing Date, the Sponsor shall transfer to a special purpose account of the Trustee sufficient funds to pay the Ginnie Mae Guaranty Fee and the fees and expenses of any Participant who is to be paid from the proceeds of the transaction.

(e) The Sponsor shall use its best efforts to satisfy each of the conditions to Ginnie Mae's obligations under the Sponsor Agreement.

(f) The Sponsor shall provide or cause to be provided or shall make available in electronic form a copy of the Offering Circular to each and every Person who purchases or otherwise acquires a Security from the Sponsor (including any underwriter of the Securities) prior to or simultaneously with the confirmation of sale of such Security to such Person and shall comply with the guidelines issued from time to time by The Securities Industry and Financial Markets Association relating to the distribution by "Government Sponsored Enterprises" of offering materials related to securities exempt from registration under the Securities Act of 1933 (the "GSE Guidelines") and shall

comply with any applicable federal or state laws relating to the distribution, offer or sale of any Security. In connection with its compliance with the GSE Guidelines, the Sponsor shall amend its master agreement with each of its dealers in a letter substantially in the form attached as Exhibit 1.

(g) No Call Class Security shall be offered, sold or otherwise transferred by the Sponsor (or any other underwriter of any such Call Class Security) to any investor, unless such investor is an institutional “accredited investor,” as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D of the Securities Act of 1933, as amended (an “Institutional Accredited Investor”), that has substantial experience in mortgage-backed securities and is capable of understanding and is able to bear the risks associated with an investment in a Call Class Security. In addition, the Sponsor shall inform all other broker/dealers to whom it has agreed to sell a Call Class Security at the Closing Date that such Call Class Security is not intended to be distributed to any investor other than an Institutional Accredited Investor.

(h) The information concerning the Trust Assets to be included in the Final Data Statement, including, but not by way of limitation, the outstanding principal balance of each Trust Asset as of the Closing Date and the Certificate Rate of each Trust Asset, will be true and correct in all material respects as of the Closing Date.

(i) The Sponsor shall transfer or cause to be transferred to the Trust, Trust Assets with the characteristics identified in the Offering Circular. The Weighted Average Lives of the Trust Assets shall be calculated based on the attributes of the Ginnie Mae Certificates underlying such Trust Assets. If the characteristics of the Trust Assets transferred to the Trust are such that there is a material change in the investment characteristics of any Class (including without limitation the projected yields of a Class) as described in the Offering Circular or if there is a 10% or greater change in the projected Weighted Average Life of any Callable Class Security, or in the case of a short-duration Callable Class Security (a Callable Class Security having a Weighted Average Life of two years or less) if there is a difference of three or more months in the projected Weighted Average Life, at the pricing prepayment speed, the Sponsor shall

(1) deliver or cause to be delivered to Ginnie Mae and the Financial Advisor, for posting on e-Access, a Supplemental Statement, in substantially the form attached as Exhibit 3 and, if applicable, with all numbers therein rounded to the nearest two decimal places, of the Weighted Average Lives of the applicable Callable Class Security based upon the Trust Assets actually included in the Trust to the Weighted Average Lives for such Callable Class Securities at each of the prepayment speeds (other than 0% PSA or CPR) included in the Weighted Average Lives table in the Terms Sheet to the related Offering Circular,

(2) deliver or cause to be delivered to the Financial Advisor promptly after the closing an electronic file of the Supplemental Statement described in Section 5(i)(1) hereof, and

(3) notify each person with whom the Sponsor has entered into an agreement for the purchase of any Securities of any applicable Class (a “Purchaser”) of the variance and confirm to Ginnie Mae, in a letter substantially in the form attached as Exhibit 4, that either (A) the Purchaser’s decision to purchase the Securities of an applicable Class was not affected by the variance or (B) the terms of the sale to the Purchaser were revised to the Purchaser’s satisfaction.

(j) In connection with any sale of a Security to a customer, the Sponsor shall have reasonable grounds for believing that the proposed investment is suitable, in accordance with the NASD Conduct Rules, for such customer.

(k) The Sponsor shall deliver a list showing the initial offering price to the public at which the first substantial amount of Securities of each Class will have been sold, assuming that preliminary indications of interest are confirmed upon delivery of the Offering Circular and that such sales are consummated, or an estimate of the sales price to Trust Counsel and the Tax Administrator on or before the Closing Date. Within ten Business Days after the Closing Date, the Sponsor shall provide the Tax Administrator with any additional information concerning the Securities that the Tax Administrator reasonably may require.

(l) The Sponsor shall deliver or cause to be delivered to the Information Agent, no later than the Pool Information Date, information regarding any Permitted Underlying Certificates that are held in the Trust as the Information Agent may reasonably require. With respect to any Underlying Certificate with an Issue Date prior to the Closing Date, the Sponsor shall deliver or cause to be delivered to the Information Agent, no later than the Pool Information Date, one copy of the related Underlying Certificate Disclosure Document.

**SECTION 6. *Representations and Warranties of Ginnie Mae.*** Ginnie Mae hereby represents and warrants to the Sponsor as follows:

(a) Ginnie Mae is a wholly-owned corporate instrumentality of the United States within the Department of Housing and Urban Development.

(b) Pursuant to Section 308 of the National Housing Act, 12 U.S.C. § 1723, the Secretary of HUD has adopted the bylaws of Ginnie Mae. The bylaws provide that the President, each Vice President and each Assistant Vice President of Ginnie Mae are severally expressly empowered in the name of Ginnie Mae to sign all contracts and other documents, instruments, and writings that are required to be executed by Ginnie Mae in the conduct of its business and affairs.

(c) Ginnie Mae has the power and authority to make, execute, deliver and perform the Sponsor Agreement and all the transactions contemplated hereby, including, but not limited to, the authority to guarantee the timely payment of principal and interest on the Securities in accordance with the Sponsor Agreement. Ginnie Mae has taken all necessary action to authorize its execution, delivery and performance of the Sponsor

Agreement. The Sponsor Agreement constitutes the legal, valid and binding obligation of Ginnie Mae enforceable in accordance with its terms.

(d) The Ginnie Mae Multiclass Securities Guide contains an opinion of the General Counsel to HUD to the effect that Ginnie Mae has the authority to guarantee multiclass securities and that such guaranties will represent general obligations of the United States backed by the full faith and credit of the United States. The Sponsor, the Trustee, the Trust, the Trust Counsel, the Legal Advisor and Holders of the Securities are entitled to rely on that opinion.

(e) The execution, delivery and performance of the Sponsor Agreement by Ginnie Mae do not violate any provision of any existing federal law, regulation or executive order applicable to Ginnie Mae or any order or decree of any court, or any mortgage, indenture, contract or other agreement to which Ginnie Mae is a party or by which it or any significant portion of its properties is bound.

(f) All payment obligations of Ginnie Mae under the Sponsor Agreement, including specifically the Ginnie Mae Guaranty, are obligations of the United States backed by the full faith and credit of the United States.

**SECTION 7. *Conditions to Obligation of Ginnie Mae.*** The obligation of Ginnie Mae hereunder to guarantee the Securities is subject to the following conditions:

(a) All of the representations and warranties of the Sponsor under this Sponsor Agreement shall be accurate as of the Closing Date, and the Sponsor shall have complied with all of its covenants and obligations under this Sponsor Agreement as of the Closing Date.

(b) Ginnie Mae, its Legal Advisor or another authorized agent shall have received the following documents (collectively, the “Closing Documents”) in such forms as are agreed upon and acceptable to Ginnie Mae, duly executed and delivered by all signatories thereto:

(1) The Trust Agreement, substantially in the form included in the Ginnie Mae Multiclass Guide, with only such changes to the form as have been approved by Ginnie Mae.

(2) An Offering Circular, in form and substance acceptable to Ginnie Mae.

(3) Opinions of Trust Counsel, substantially in the form included in the Ginnie Mae Multiclass Guide, with only such changes as have been approved by Ginnie Mae and the Sponsor.

(4) An opinion of counsel to the Trustee, substantially in the form included in the Ginnie Mae Multiclass Guide, with only such changes as have been approved by Ginnie Mae and the Sponsor.

(5) A letter from the Accountants, dated the date of the Offering Circular, confirming the accuracy of the numerical information related to the Trust Assets and the numerical information related to the Securities contained in the Offering Circular, substantially in the form included in Part V of the Ginnie Mae Multiclass Guide and otherwise in form and substance satisfactory to Ginnie Mae and the Sponsor.

(6) A letter from the Accountants, dated the Closing Date, (i) confirming the information in the list delivered by the Sponsor pursuant to paragraph (b) of Section 5 hereof and (ii) confirming the numerical information in the Final Data Statement, substantially in the form included in Part V of the Ginnie Mae Multiclass Guide and otherwise in form and substance satisfactory to Ginnie Mae and the Sponsor.

(7) A certificate from the Trustee, substantially in the form of the Trustee's Receipt and Safekeeping Agreement for Callable Trusts included in Part V of the Ginnie Mae Multiclass Guide, acknowledging acceptance of the Trust Assets on behalf of the Trust.

(8) Written instructions, in the form of the Closing Flow of Funds Letter in Part V of the Ginnie Mae Multiclass Guide, from the Sponsor to the Trustee regarding amounts to be remitted to Ginnie Mae in payment of the Ginnie Mae Guaranty Fee and amounts to be remitted in payment of fees to the Financial Advisor and any Participant who is to be paid from the proceeds of the transaction.

(c) The transaction and transaction documents shall be in form and substance reasonably acceptable to the Legal Advisor and the Financial Advisor, and Ginnie Mae shall have received written advice to that effect.

(d) There shall be no pending or threatened action, suit or proceeding before any court or governmental agency, authority or body involving the Sponsor, the Trust, Ginnie Mae or any other party to the transactions contemplated hereby, adversely affecting any such transaction, or challenging the validity of or seeking to enjoin such transaction.

(e) Ginnie Mae shall have received the Ginnie Mae Guaranty Fee and any Participant who is to be paid from the proceeds of the transaction shall have been paid.

(f) The Sponsor shall have executed a certification and agreement relating to the absence of fraud on the part of the Sponsor as requested by Ginnie Mae.

(g) Following the execution of this Sponsor Agreement, (i) nothing shall have occurred or first come to Ginnie Mae's knowledge that has caused Ginnie Mae, in its sole discretion, to determine that completion of the transaction would jeopardize the integrity of, or otherwise materially and adversely affect, the Ginnie Mae Multiclass Securities Program and (ii) no Participant shall have been suspended from participation in the Ginnie Mae Multiclass Securities Program.

(h) All other terms and conditions of the Sponsor Agreement shall have been fulfilled.

**SECTION 8. *Conditions to Obligation of Sponsor.*** The obligation of the Sponsor to perform its obligations under the Sponsor Agreement is subject to the following conditions:

(a) Receipt by the Sponsor of the Guaranty Agreement, substantially in the form included in the Ginnie Mae Multiclass Guide, duly executed by Ginnie Mae.

(b) Receipt of the Closing Documents listed in paragraph (b) of Section 7, duly executed by the parties thereto.

(c) The satisfaction of all rule-making and notice requirements related to the transactions contemplated hereunder that are required to be completed prior to the Closing Date.

(d) There shall be no pending or threatened action, suit or proceeding before any court or governmental agency, authority or body involving the Sponsor, the Trust, Ginnie Mae or any other party to the transactions contemplated hereby, adversely affecting any such transaction, or challenging the validity of or seeking to enjoin such transaction.

(e) All of the representations and warranties of Ginnie Mae under this Sponsor Agreement shall be accurate as of the Closing Date.

**SECTION 9. *Fees and Deposits.***

(a) On the Closing Date, after receiving confirmation from the Accountants and the Legal Advisor, Trust Counsel will notify the Trustee that the transaction may close. The Sponsor shall cause funds for payment of the Ginnie Mae Guaranty Fee to be made available in accordance with the Closing Flow of Funds Instruction Letter such that, upon notification by Trust Counsel that the transaction may close and the Trustee's wiring of the Security identified in the Closing Flow of Funds Instruction Letter, the Ginnie Mae Guaranty Fee will be released to the Trustee and submitted to Ginnie Mae via pay.gov.

(b) The Sponsor shall pay (i) the fees and expenses of the Trust Counsel and the Accountants and (ii) the expense of printing the Offering Circular for the transaction, and neither Ginnie Mae nor the Trustee shall have any responsibility for paying any such fee or expense.

**SECTION 10. *Indemnification.***

(a) In the event that Ginnie Mae must make any payment pursuant to the Ginnie Mae Guaranty as a result of the Sponsor's breach of any of its representations, warranties, covenants or obligations set forth herein or in the Trust Agreement, the Sponsor shall promptly reimburse Ginnie Mae for any payments made, together with interest thereon for the period from the date of such Ginnie Mae Guaranty payment

through the date of reimbursement at a rate equal to the rate of interest on three-month United States Treasury securities as of the date of that Ginnie Mae Guaranty payment.

(b) In the event that the Sponsor breaches its representations, warranties, covenants or obligations set forth herein or in the Trust Agreement, the Sponsor shall indemnify and hold harmless Ginnie Mae from and against any loss, damages, penalties, fines, forfeiture, legal fees and related costs, judgments, and other costs and expenses resulting from any claim, demand, defense or assertion based on or grounded upon, or resulting from, such breach. Promptly after receipt by Ginnie Mae of notice of the commencement of any such action, Ginnie Mae will, if a claim in respect thereof is to be made against the Sponsor, notify the Sponsor in writing of the commencement thereof, but the omission to so notify the Sponsor will not relieve the Sponsor from any liability hereunder unless such omission materially prejudices the rights of the Sponsor. In case any such action is brought against Ginnie Mae, and Ginnie Mae notifies the Sponsor of the commencement thereof, the Sponsor will be entitled to participate therein, and to assume the defense thereof, with counsel satisfactory to Ginnie Mae, and after notice from the Sponsor to Ginnie Mae of its election so to assume the defense thereof, the Sponsor will not be liable to Ginnie Mae under this Section for any legal or other expenses subsequently incurred by Ginnie Mae in connection with the defense thereof other than reasonable costs of investigation.

(c) If an indemnification payment is made by the Sponsor to Ginnie Mae as the result of a breach by the Sponsor of its representation made in paragraph (v) of Section 4, Ginnie Mae will reimburse the Sponsor up to the amount of the payment and interest thereon at the applicable Certificate Rate, as and only to the extent that Ginnie Mae is entitled to distributions from the Trust as a result of a payment on the Ginnie Mae Guaranty occasioned by the breach of the representation included in paragraph (v) of Section 4.

**SECTION 11. Notices.** All demands, notices, approvals and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered to or mailed by registered mail, postage prepaid, or transmitted by any standard form of written telecommunications and confirmed by a similar mailed writing, as follows:

(a) If to Ginnie Mae:

Government National Mortgage Association  
550 12<sup>th</sup> Street, SW, Third Floor  
Washington, D.C. 20024  
Attention: Senior Vice President, Capital Markets Division  
Telephone: (202) 475-4926  
Facsimile: (202) 485-0220

With copies to:

Department of Housing and Urban Development  
Office of General Counsel

Room 9254  
550 12<sup>th</sup> Street, SW, Third Floor  
Washington, D.C. 20024  
Attention: Assistant General Counsel Ginnie Mae/Finance  
Telephone: (202) 708-3260  
Facsimile: (202) 708-8776

and the Legal Advisor as of the date of the demand, notice, approval or communication.

(b) If to the Sponsor or any other Participant, to the address indicated in the Sponsor Agreement.

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this Section for the giving of notice.

**SECTION 12. *Severability of Provisions.*** Any part, provision, representation or warranty of the Sponsor Agreement that is prohibited or that is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining parts, provisions, representations or warranties hereof. Any part, provision, representation or warranty of the Sponsor Agreement that is prohibited or unenforceable or is held to be void or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining parts, provisions, representations or warranties hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereto waive any provision of law that prohibits or renders void or unenforceable any provision hereof.

**SECTION 13. *GOVERNING LAW.*** **THE SPONSOR AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF GINNIE MAE AND THE SPONSOR UNDER THE SPONSOR AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES OF AMERICA. INsofar AS THERE MAY BE NO APPLICABLE LAW OF THE UNITED STATES, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING REGARD TO CONFLICTS OF LAWS PRINCIPLES OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) SHALL BE DEEMED REFLECTIVE OF THE LAWS OF THE UNITED STATES OF AMERICA, INsofar AS TO DO SO WOULD NOT FRUSTRATE THE PURPOSES OF ANY PROVISION OF THE SPONSOR AGREEMENT OR THE TRANSACTIONS GOVERNED THEREBY.**

**SECTION 14. *Survival.*** Each party agrees that its representations, warranties and covenants herein, and in any certificate or other instrument delivered pursuant hereto, shall be deemed to be relied upon by the other party, notwithstanding any investigation heretofore or hereafter made by the other party or on the other party's behalf, and that the representations,

warranties and covenants made herein or in any such certificate or other instrument shall survive the Closing Date.

**SECTION 15. *Miscellaneous.***

(a) The Sponsor Agreement may be executed in two or more counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument. The Sponsor Agreement shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

(b) Any person into which the Sponsor may be merged or consolidated or any person resulting from a merger or consolidation involving the Sponsor or any person succeeding to the business of the Sponsor shall be considered the successor of the Sponsor under the Sponsor Agreement, without the further act or consent of either party. The Sponsor Agreement cannot be assigned, pledged or hypothecated by any party without the written consent of the other party to the Sponsor Agreement.

(c) The Sponsor Agreement supersedes all prior agreements and understandings relating to the subject matter thereof. Neither the Sponsor Agreement nor any term thereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. The headings in the Sponsor Agreement and these Standard Sponsor Provisions are for purposes of reference only and shall not limit or otherwise affect the meaning thereof.

**SECTION 16. *Request for Opinion.*** The Sponsor hereby requests and authorizes the Trust Counsel to issue such legal opinions to Ginnie Mae, the Trust, the Trustee, the Financial Advisor or the Legal Advisor as may be required by any and all documents, certificates or agreements executed in connection with the Sponsor Agreement.

[Sponsor's Letterhead]

\_\_\_\_\_, 20\_\_

[Dealer Name]  
[Dealer Address]

Dear Dealer:

Our records show that your firm has previously executed a Master Agreement with us concerning the distribution of securities issued by the Federal Home Loan Mortgage Corporation ("Freddie Mac") or the Federal National Mortgage Association ("Fannie Mae"). This Agreement requires compliance with the guidelines on Delivery of Offering Materials relating to Securities of Government-Sponsored Enterprises ("GSE Guidelines").

[Name of Sponsor] recently has entered into agreements with the Government National Mortgage Association ("Ginnie Mae") to distribute securities guaranteed by Ginnie Mae. As a result of certification requested in these agreements, we would like to amend our Master Agreement with you to include "Ginnie Mae" in the definition of the term "issuer".

This letter will serve as the required amendment. By your signature below, you agree to comply with the GSE Guidelines with respect to securities guaranteed by Ginnie Mae. Please have an authorized person sign both copies of this letter in the spaces indicated below and return one letter to me in the enclosed envelope. Retain the other executed letter for your files.

Thank you for your prompt attention to this matter.

Sincerely,

\_\_\_\_\_  
(Sponsor Name)

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

**Seen and Agreed:**

---

(Firm Name)

By: \_\_\_\_\_  
(Authorized Signatory)

---

(Printed Name of Signatory)

---

(Title)

**Exhibit 2**

Classes	<u>_____ % [PSA][CPR]</u>				<u>_____ % [PSA][CPR]</u>			
	PRICING WAL	CLOSING WAL	ABSOLUTE DIFF	PERCENT DIFF	PRICING WAL	CLOSING WAL	ABSOLUTE DIFF	PERCENT DIFF

Classes	<u>_____ % [PSA][CPR]</u>				<u>_____ % [PSA][CPR]</u>			
	PRICING WAL	CLOSING WAL	ABSOLUTE DIFF	PERCENT DIFF	PRICING WAL	CLOSING WAL	ABSOLUTE DIFF	PERCENT DIFF

Classes	<u>_____ % [PSA][CPR]</u>				<u>_____ % [PSA][CPR]</u>			
	PRICING WAL	CLOSING WAL	ABSOLUTE DIFF	PERCENT DIFF	PRICING WAL	CLOSING WAL	ABSOLUTE DIFF	PERCENT DIFF

**Government National Mortgage Association**

**Supplemental Statement**

**Guaranteed Callable Pass-Through Securities,  
Ginnie Mae Callable Trust 20\_\_-C\_\_**

Reference is made to the Offering Circular, dated \_\_\_\_\_, 20\_\_, for the Ginnie Mae Callable Trust 20\_\_-C\_\_ (the “Offering Circular”). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to them in the Offering Circular.

**[NOTE TO TRUST COUNSEL: THE INFORMATION BELOW IS FOR SUPPLEMENTAL STATEMENTS REGARDING CERTAIN WAL VARIANCES. SUPPLEMENTAL STATEMENTS ARE REQUIRED IF THE ACTUAL CHARACTERISTICS OF THE TRUST ASSETS ARE SUCH THAT THERE IS A MATERIAL CHANGE IN THE INVESTMENT CHARACTERISTICS OF ANY CLASS AS DESCRIBED IN THE APPLICABLE OFFERING CIRCULAR. IF YOUR SUPPLEMENTAL STATEMENT IS UNRELATED TO WAL VARIANCES, YOU WILL NEED TO DRAFT DISCLOSURE BELOW RELATING TO THE INVESTMENT CHARACTERISTICS THAT MATERIALLY CHANGED FROM WHAT IS DESCRIBED IN THE RELATED OFFERING CIRCULAR.]**

**Special Disclosure — Weighted Average Lives**

For the Class[es] listed below, the projected Weighted Average Lives, based on the actual Trust Asset[s] delivered on the Closing Date (the “Closing WALs”), differ as shown from the projected Weighted Average Lives of such Class[es] as set forth in the Offering Circular (the “Pricing WALs”). The Class[es] listed below [are] [is] the only Class[es] [for which the Closing WAL differs from the Pricing WAL by 10% or more] [and] [, or if] the Pricing WAL is two years or less [,] [and] the Closing WAL differs from the Pricing WAL by three or more months] at the pricing prepayment speed of \_\_\_\_%. All numbers have been rounded to the nearest tenth of a decimal point.

**\_\_\_\_% [PSA] [CPR] PREPAYMENT ASSUMPTION**

<b>Class</b>	<b>Pricing WAL</b>	<b>Closing WAL</b>	<b>Difference</b>	<b>Percentage Difference</b>
				%
				%

\_\_\_% [PSA] [CPR] PREPAYMENT ASSUMPTION

Class	Pricing WAL	Closing WAL	Difference	Percentage Difference
				%
				%

\_\_\_% [PSA] [CPR] PREPAYMENT ASSUMPTION

Class	Pricing WAL	Closing WAL	Difference	Percentage Difference
				%
				%

\_\_\_% [PSA] [CPR] PREPAYMENT ASSUMPTION

Class	Pricing WAL	Closing WAL	Difference	Percentage Difference
				%
				%

\_\_\_% [PSA] [CPR] PREPAYMENT ASSUMPTION

Class	Pricing WAL	Closing WAL	Difference	Percentage Difference
				%
				%

\_\_\_% [PSA] [CPR] PREPAYMENT ASSUMPTION

Class	Pricing WAL	Closing WAL	Difference	Percentage Difference
				%
				%

Supplemental Statement dated \_\_\_\_\_, 20\_\_

\_\_\_\_\_, 20\_\_

Government National Mortgage Association  
550 Twelfth Street, S.W., Third Floor  
Washington, D.C. 20024

Re: Ginnie Mae Guaranteed Callable Pass-Through  
Securities, Ginnie Mae Callable Trust 20\_\_-C\_\_

Ladies and Gentlemen:

We confirm that we have informed or will inform the purchasers from us of the Class \_\_ [and Class \_\_] Securities that, on the basis of the actual Trust Assets constituting the Trust at the time of pool formation, the projected Weighted Average Lives of the Class \_\_ [and Class \_\_] Securities at \_\_\_\_% [PSA] [CPR] would be \_\_\_\_\_ years rather than \_\_\_\_ years as set forth in the Offering Circular dated \_\_\_\_\_, 20\_\_. We also have informed or will inform such purchasers that a Supplemental Statement comparing the projected Weighted Average Lives for such Class[es] at all percentages of [PSA] [CPR] shown in the Offering Circular will be posted to e-Access. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Ginnie Mae Multiclass Securities Guide, October 1, 2011 Edition.

[The persons at each of the purchasers with whom we ordinarily negotiate trades have each informed us that either (A) the purchaser's decision to purchase the Class \_\_ [and Class \_\_] Securities has not been affected by the projected Weighted Average Lives, based on the actual Trust Assets, as set forth above or (B) the terms of the sale to the purchaser have been revised to the purchaser's satisfaction.] [NOTE TO TRUST COUNSEL: Use the following bracketed language when the affected securities have not been sold.] [As of today, no part of the Class\_ [and Class \_\_] Securities have been sold.] For the initial distribution period, if we buy or sell any of the Class \_\_ [or Class \_\_] Securities, we will be responsible for disclosing to our customers the applicable projected Weighted Average Life of such Class [or Classes], based on the actual Trust Assets, as set forth above.

We acknowledge that you are agreeing to proceed with the closing of Ginnie Mae 20\_\_-\_\_ upon reliance upon the representations in this certificate.

[SPONSOR]

By: \_\_\_\_\_  
[Title of Signatory]

**FORM OF GINNIE MAE CALLABLE SECURITIES GUARANTY AGREEMENT**

**GINNIE MAE CALLABLE SECURITIES GUARANTY AGREEMENT**

Pursuant to Section 306(g) of the National Housing Act, the Government National Mortgage Association (“Ginnie Mae”) hereby guarantees the timely payment of principal and interest on the Ginnie Mae Guaranteed Callable Pass-Through Securities in accordance with their respective terms as established by the Callable Trust Agreement, dated as of \_\_\_\_\_, 20\_\_, relating to Ginnie Mae Callable Trust 20\_\_-C\_ (the “Callable Trust Agreement”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Callable Trust Agreement.

Ginnie Mae hereby authorizes the Trustee under the Callable Trust Agreement to issue the Series 20\_\_-C\_ Securities provided for issuance thereunder, each of which Securities shall be entitled to the benefits of the guaranty set forth below, and, in the case of Certificated Securities, to authenticate and deliver certificates representing such Securities, with the form of each such certificate to include the following guaranty:

**GUARANTY: THE GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, PURSUANT TO SECTION 306(g) OF THE NATIONAL HOUSING ACT, GUARANTEES THE TIMELY PAYMENT OF PRINCIPAL AND INTEREST ON THIS SECURITY IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN AND IN THE CALLABLE TRUST AGREEMENT. THE FULL FAITH AND CREDIT OF THE UNITED STATES OF AMERICA IS PLEDGED TO THE PAYMENT OF ALL AMOUNTS THAT MAY BE REQUIRED TO BE PAID UNDER THIS GUARANTY.**

IN WITNESS WHEREOF, Ginnie Mae has executed and delivered this Guaranty Agreement as of the date set forth below.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

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

Dated: \_\_\_\_\_

**FORM OF TRANSACTION INITIATION LETTER FOR CALLABLE SECURITIES**

[GINNIE MAE LETTERHEAD]

[Date]

Via Telecopy

[Sponsor]  
[Sponsor's Address]

Transaction Initiation Letter  
Ginnie Mae Callable Trust 20[ ]-C[ ]

Ladies and Gentlemen:

In a recent telephone conversation, a representative of \_\_\_\_\_ (“Sponsor”) indicated that the Sponsor intends to sponsor a Ginnie Mae Callable Trust offering under the terms of the Ginnie Mae Multiclass Securities Guide (the “Guide”). Capitalized terms used in this letter have the meanings assigned to them in the Guide currently in effect. Sponsor has provided a written description of the preliminary Securities Structure, which is attached to this letter, and answered the questions set forth in the Ginnie Mae Financial Advisor’s Pricing Checklist for Sponsor (the “Checklist”), also attached to this letter.

Sponsor will notify Ginnie Mae and its Legal Advisor and Financial Advisor promptly in writing of any changes to the Securities Structure or to answers to the questions set forth in the Checklist and will submit a final Securities Structure no later than the date specified in the Checklist (the “Final Structure Date”). Ginnie Mae reserves the right to approve or reject the final Securities Structure. If Ginnie Mae does reject the final Securities Structure, Ginnie Mae will specify the reasons for its rejection in writing.

You are reminded that Ginnie Mae may require that certain Classes be designated Increased Minimum Denomination Classes, that such Classes must have high minimum purchase prices (described in the Guide in “Ginnie Mae Multiclass Securities Program Conventions”) and that you may offer or sell such Classes only to institutional investors that have substantial experience in mortgage-backed securities and that are capable of understanding and able to bear the risks associated with such an investment.

Based upon its preliminary evaluation of the proposed transaction and its review of the Checklist, Ginnie Mae has assigned the following designation to the proposed Ginnie Mae Callable Trust Securities offering: Series 20[ ]-C[ ].

After a final Securities Structure for the transaction has been established, an Offering Circular will be printed, and the Sponsor and Ginnie Mae will sign a Sponsor Agreement at the time of the printing, which will supersede this letter and will constitute a binding contract between the parties, subject to the terms and conditions therein. If no Sponsor Agreement has been executed on or before the anticipated date of the Sponsor Agreement (as specified in the attached Checklist), neither Ginnie Mae nor the Sponsor will have any obligation to proceed with the contemplated transaction.

Ginnie Mae believes that this letter (together with the attachments to this letter) fairly describes the substance of the preliminary discussions with Sponsor. Sponsor is instructed to confirm Sponsor's agreement with the terms of this letter and its attachments by executing this letter at the space provided below and is further instructed to return a fully-executed copy to Ginnie Mae within two days of this date by telecopy to (202) 485-0221. **This letter does not, however, constitute a legally binding obligation on the part of Sponsor or Ginnie Mae.**

Very truly yours,

**GOVERNMENT NATIONAL MORTGAGE  
ASSOCIATION**

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

Its: \_\_\_\_\_

ACKNOWLEDGED:

[Sponsor]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PRICING CHECKLIST FOR SPONSOR**

[See the Pricing Checklist attached to the Form of Transaction Initiation Letter in Part I of this  
Multiclass Securities Guide]

**FORM OF ACCOUNTANTS' AGREED-UPON PROCEDURES  
REPORT CONCERNING THE OFFERING CIRCULAR FOR CALLABLE  
SECURITIES**

\_\_\_\_\_, 20\_\_ [insert print date]

[Sponsor]

Government National Mortgage Association  
550 12th Street, S.W., Third Floor  
Washington, D.C. 20024

**Independent Accountants' Report on  
Applying Agreed-Upon Procedures  
Ginnie Mae Callable Trust 20\_\_-C\_**

Ladies and Gentlemen:

We have performed the procedures enumerated below, which were agreed to by the addressees, relating to the recomputation of certain information (which is the responsibility of the Sponsor and is identified below) included in the Offering Circular dated \_\_\_\_\_, 20\_\_ (the "Circular") relating to the offering of \$\_\_\_\_\_ aggregate Original Class Principal Balance of Ginnie Mae Callable Trust 20\_\_ - C\_ Guaranteed Callable Pass-Through Securities (the "Securities"). This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the addressees. Consequently, we make no representations regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose. Capitalized terms used but not defined herein have the meanings ascribed to them in the Circular.

We are independent certified public accountants with respect to Ginnie Mae Callable Trust 20\_\_ - C\_ within the meaning of Rule 101 of the Rules of Conduct of the Code of Professional Conduct of the American Institute of Certified Public Accountants.

For purposes of this report, we have obtained:

1. the Circular; and
2. the attached listing of CUSIP Numbers for each Class of Securities provided to us by Standard & Poor's CUSIP Service Bureau (the "CUSIP Listing").

In addition, using [(i)] the Modeling Assumptions[,] [Note: clauses (ii) through (iv) are not used for Underlying Certificates issued simultaneously with the Callable Securities: (ii) [a] listing[s]

of Ginnie Mae Certificates (the “File[s]”) underlying the [Group \_\_\_ and Group \_\_\_] Trust Asset[s] (the “Underlying Ginnie Mae Certificates”) obtained from [e-Access] [Freddie Mac’s Internet Web-site] [Fannie Mae’s Internet Web-site], (iii) Class Factors relating to each Class of the Underlying Trust[s] obtained from [e-Access] [Freddie Mac’s Internet Web-site] [Fannie Mae’s Internet Web-site], (iv) information relating to [each of] the Underlying Ginnie Mae Certificate[s] shown in or derived from a Ginnie Mae Factor Tape as of [\_\_\_\_\_, 20\_\_] obtained from SECTOR Inc. (a SIAC Company (hereinafter referred to as “SIAC”)) (the “Factor Report”) and a SIAC Ginnie Mae Weighted Average Tape (the “Weighted Average Tape”) (using the most recent tape for which such information was available as of the first Business Day of [insert Closing Date month and year]) and [(v)] the terms of the Securities set forth in the Circular, we have performed the following procedures with respect to the information set forth under each of the captions in the Circular.

**Front Cover - Final Distribution Date:**

[Using the Final Distribution Date calculation assumptions and methodologies provided to us by the Sponsor as described in Exhibit I hereto, we recomputed the date on which the Class Principal Balance of [[the][each] Class of Callable Class Securities] [Class(es) \_\_\_ [and \_\_\_] in Security Group \_\_\_] would be reduced to zero. We compared [each] such date to the Final Distribution Date for [the [related] Class of Callable Class Securities] [Class [ ]] as shown in the table in the Circular and found them to be in agreement.] [In addition,] [W][w]e confirmed that the Final Distribution Date for [the] [each Class of] Callable Class Securities has been set equal to the [latest] Final Distribution Date of the [related] Underlying Certificate[s].]

**Front Cover - CUSIP Number:**

For each Class of Securities, we compared the CUSIP Number shown in the table to the CUSIP Number for such Class shown in the CUSIP Listing and found them to be in agreement.

**Pages \_\_\_ and \_\_\_ - Decrement Table[s]:**

We recomputed for [the][each] Class of Callable Class Securities (i) the percentage of its Original Class Principal Balance that would remain outstanding following the distributions made on each of the Distribution Dates and at each of the constant percentages of [PSA] [CPR] indicated in the [related] table and (ii) its corresponding Weighted Average Life. We compared such recomputed percentages and Weighted Average Lives to the corresponding information set forth in the table[s] and found them to be in agreement.

**Pages \_\_\_ and \_\_\_ - Weighted Average Life and Yield Table[s]:**

Using the assumed purchase price[s] set forth in the yield table[s], we recomputed the pre-tax yield to maturity (corporate bond equivalent) and Weighted Average Life of [the] [each] Class of Callable Class Securities at each [constant percentage of PSA] [percentage of CPR] and Redemption Date shown in the [related] table[s]. We compared such recomputed yields and Weighted Average Lives to the corresponding information shown in the table[s] and found them to be in agreement.

**[Exhibit A: Underlying Certificate:**

[Note: the first two sentences cannot be used if the Underlying Certificates are issued simultaneously with the Callable Securities; see the additional Note below for simultaneously issued Underlying Certificates] [Using the File[s], [for each Underlying Certificate in Trust Asset Group[s] [1] [and] [2,] we compared the Approximate Weighted Average [Coupon] [Mortgage Rate] of Mortgage Loans, Approximate Weighted Average Remaining Term to Maturity of Mortgage Loans and Approximate Weighted Average Loan Age of Mortgage Loans underlying [the] [each such] Underlying Certificate to the corresponding information shown in or derived from the Factor Report and the Weighted Average Tape (using the most recent tape for which such information was available as of the first Business Day of [insert Closing Date month and year]) using the methodology relating to generic pools set forth in The Securities Industry and Financial Markets Association’s [(formerly known as The Bond Market Association)] Standard Formulas for the Analysis of Mortgage-Backed Securities and Other Related Securities - Chapter SF Section C (the “Standard Formulas”), and found them to be in agreement.] [For [each] [the] Underlying Certificate [in Trust Asset Group[s] [1] [and] 2,] we compared the Approximate Weighted Average [Coupon] [Mortgage Rate[s] of Mortgage Loans, Approximate Weighted Average Remaining Term to Maturity of Mortgage Loans and Approximate Weighted Average Loan Age of Mortgage Loans to the corresponding information set forth in the [related] Underlying Certificate Disclosure Document and found them to be in Agreement.] [In addition, [for [each] Underlying Certificate in Trust Asset Group[s] [1] [and] 2,] we compared the Underlying Certificate Factor shown in Exhibit A to the corresponding information obtained from [Freddie Mac’s Internet Web-site] [Fannie Mae’s Internet Web-site] [e-Access] and found them to be in agreement. [For [each] [the] Underlying Certificate, we] [We] recalculated the Principal Balance in the Trust by determining the product of the (i) Original Principal Balance of Class, (ii) Underlying Certificate Factor and (iii) Percentage of Class in Trust and found such amount to be in agreement. [Lastly] [In addition], we compared the Issue Date, CUSIP Number, [Interest Rate,] Interest Type, Final Distribution Date, Principal Type [and] [,] Original Principal Balance of Class[Note: include the following additional items if for Underlying Certificate(s) issued simultaneously with the Callable Securities: , Approximate Weighted Average [Mortgage Rate] [Coupon] of Mortgage Loans, Approximate Weighted Average Remaining Term to Maturity of Mortgage Loans and Approximate Weighted Average Loan Age of Mortgage Loans] to the corresponding information set forth in the [related] Underlying Certificate Disclosure Document and found them to be in agreement. We have not performed any procedures relating to the Percentage of Class in Trust and make no representations with respect thereto.]

\* \* \* \* \*

Using the Modeling Assumptions and the terms of the Securities set forth in the Circular, and assuming the timely payment of principal and interest on the Trust Asset[s], we determined that payments on the Trust Asset[s] would be adequate to (a) make full and timely payments of principal and interest on [the][each] Class of Callable Class Securities and (b) reduce the Class Principal Balance of [the][each] Class of Callable Class Securities to zero by its Final Distribution Date, in each case in accordance with the terms as set forth in the Circular regardless of the rate of prepayments of the Mortgage Loans underlying the Trust Asset[s] [or the level of [Index]].

\* \* \* \* \*

It should be understood that we make no representations as to (a) questions of legal interpretation; (b) the sufficiency for your purposes of the procedures enumerated in the preceding paragraphs; (c) the accuracy of the information reported in [e-Access] [Freddie Mac's Internet Web-site] [Fannie Mae's Internet Web-site], the Factor Report, the Weighted Average Tapes, the Underlying Certificate Disclosure Document[s] or the CUSIP Listing; or (d) whether the actual payments on the Trust Asset[s] and the Securities will correspond to the payments calculated in accordance with the assumptions and methodologies set forth in the Circular. Further, we have addressed ourselves solely to the foregoing data as set forth in the Circular and we make no representations as to the adequacy of disclosure or as to whether any material facts have been omitted.

We were not engaged to conduct, and did not conduct, an examination, the objective of which would be the expression of an opinion on the above information. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. Furthermore, there will usually be differences between the actual payments on the Trust Asset[s] and the Securities as compared to the payments calculated in accordance with the assumptions and methodologies set forth in the Circular and described herein, because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

This report is solely for the information and use of the addressees and Ginnie Mae's Financial Advisor, solely in connection with its work on behalf of Ginnie Mae, in connection with the offering of the securities covered by the Circular, and is not intended to be and should not be used by anyone other than these specified parties. It is not to be used, circulated, quoted or otherwise referred to for any other purpose, including but not limited to the purchase or sale of the Securities, nor is it to be filed with or referred to in whole or in part in the Circular or any other document, except that reference may be made to it in the Sponsor Agreement or in any list of closing documents pertaining to the offering of the Securities.

Yours truly,

[Accountants]

[Note to Accountants: Attach the letter/e-mail from the CUSIP Bureau with the CUSIP Listing]

**Ginnie Mae Callable Trust 20\_\_-C\_\_**

[Note: for Trust MBS]The Sponsor has calculated the Final Distribution Date for [the][each] Class of Callable Class Securities [in Security Group[s] \_\_ [and \_\_]] by assuming, among other things, that each Mortgage Loan underlying the [related] Trust Asset[s], as of \_\_\_\_\_ 1, 20\_\_, [(a)] has a remaining term to maturity of 180 months[, in the case of the Mortgage Loans underlying the Group \_\_ Trust Assets][and][(b)] has a remaining terms to maturity of 360 months and a Mortgage Rate equal to 1.5% plus the related Certificate Rate[, in the case of the Mortgage Loans underlying the Group \_\_ Trust Assets], and that no Mortgage Loan prepayments occur.]

**FORM OF TRUSTEE'S RECEIPT AND SAFEKEEPING AGREEMENT FOR  
CALLABLE SECURITIES**

**TRUSTEE'S RECEIPT AND SAFEKEEPING AGREEMENT**

\_\_\_\_\_, 20\_\_ [to be dated Pool Wire Date]

Government National Mortgage Association  
550 Twelfth Street, S.W., Third Floor  
Washington, D.C. 20024

[Sponsor's Name] (the "Sponsor")  
[Sponsor's Address]

Ginnie Mae Callable Trust 20[ ]-C[ ]

Ladies and Gentlemen:

\_\_\_\_\_, as trustee (the "Trustee") under a trust agreement (the "Trust Agreement"), dated as of \_\_\_\_\_, 20\_\_, between the Trustee and \_\_\_\_\_ (the "Sponsor"), acknowledges receipt of the Trust Assets listed on Schedule A attached to this letter (the "Trust Assets"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the glossary contained in the Ginnie Mae Multiclass Securities Guide currently in effect.

The Trustee has received the Trust Assets through the facilities of the Federal Reserve Bank of New York (the "Trust Asset Depository"), which has credited the Trust Assets to a limited purpose account at the Trust Asset Depository.

The Trustee confirms that it is holding, and at all times prior to settlement on \_\_\_\_\_, 20\_\_ (the "Closing Date") will hold, the Trust Assets in one or more segregated accounts in the name of and solely for the benefit of [the Sponsor] [the Sponsor's Participating Affiliates]. The Trustee has made appropriate entries on its books and records to show that it is so holding the Trust Assets, and the Trust Assets are not subject to any right, charge, security interest, lien or claim of any kind in favor of the Trustee or any Person claiming through it.

All of the Trust Assets [, with the exception of the Class[es] \_\_\_\_ [and \_\_\_\_] Securities to be issued by Ginnie Mae REMIC Trust[s] \_\_\_\_\_ [and \_\_\_\_\_],] described in the attached list and having an aggregate [current] face value of \$\_\_\_\_\_, are held by the Trustee as the [Sponsor's] agent and subject to the [Sponsor's] further instructions. In the event that there is no settlement on the Closing Date, the Trustee will release the Trust Assets in accordance with the instructions of the [Sponsor] [or its Participating Affiliates].

Upon settlement (if any) on the Closing Date, the Trustee will deliver in accordance with the instructions of the Sponsor the securities representing the ownership interests in the Ginnie Mae Callable Trust 20\_\_-C\_ , and the Trustee thereupon will hold the Trust Assets in the name of and solely on behalf of the Ginnie Mae Callable Trust 20\_\_\_\_-C\_\_.

\* \* \* \* \*

Unless otherwise instructed by the Sponsor, if any distributions on the Trust Assets are received by the Trustee prior to settlement on the Closing Date, the Trustee will remit such distributions to the Sponsor.

Very Truly Yours,

[TRUSTEE], as Trustee

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

Its: \_\_\_\_\_

cc: [Accountants' Name]  
Accountants' Address]

[LIST OF TRUST ASSETS]

**FORM OF ISSUANCE STATEMENT FOR CALLABLE SECURITIES**

**ISSUANCE  
STATEMENT**

[TRUSTEE]

[TRUSTEE'S ADDRESS]

Ginnie Mae Callable Trust 20[ ]-C[ ]

The Sponsor hereby instructs the Trustee, on behalf of the Ginnie Mae Callable Trust, to authorize the issuance of the Securities identified in Schedule A (the "Schedule") in book-entry form through the facilities of the Book-Entry Depository for the account of the Sponsor on the Closing Date. The Securities shall be issued in the denominations specified in the Schedule under the column designated as "Denomination (or "Par Amount") to be issued at Closing." Capitalized terms used herein and not otherwise defined shall be given the meanings assigned to them in the Trust Agreement, dated as of [ ] [ ], 20[ ], by and between Sponsor and Trustee.

The undersigned acknowledges that the Schedule accurately describes the Securities to be issued in book-entry form at closing.

[Sponsor]

\_\_\_\_\_

By:

Its:

[Note to Trust Counsel: The Issuance Statement shall be provided to the Trustee no later than the Pool Wire Date, which is generally two Business Days prior to closing.]

**SCHEDULE A: CALLABLE CLASSES**

<u>CLASS</u>	DENOMINATION (OR "PAR AMOUNT" TO BE ISSUED AT CLOSING)	<u>CUSIP</u>	MINIMUM DENOMINATION	MAXIMUM CLASS PRINCIPAL [(OR NOTIONAL)] BALANCE
	†			†

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† Notional balance.

**FORM OF TRANSACTION OPINION OF  
TRUST COUNSEL FOR CALLABLE SECURITIES**

Pursuant to the Sponsor Agreement, Trust Counsel must deliver an opinion substantially in the form set forth below as a condition to closing. In general, this condition must be met by the delivery of an opinion in the form that follows, including the materials marked with square brackets “[].” If an opinion includes the bracketed language, it need not include the language marked with braces “{ }.”

With Ginnie Mae’s approval prior to the execution of a Sponsor Agreement, however, this condition to closing may be met by the delivery of two separate opinions: (1) a Sponsor’s Opinion in the form set forth in this Part V of the Ginnie Mae Multiclass Securities Guide and (2) a Trust Counsel opinion in the form as follows, but which opinion deletes the language in square brackets and adds the language in braces.

**FORM OF TRANSACTION OPINION OF  
TRUST COUNSEL FOR CALLABLE SECURITIES**

\_\_\_\_\_, 20\_\_

Government National Mortgage Association  
550 12<sup>th</sup> Street, S.W., Third Floor  
Washington, D.C. 20024

[Trustee]

[Sponsor]

Guaranteed Callable Pass-Through Securities  
Ginnie Mae Callable Trust 20[ ]-C[ ]

Ladies and Gentlemen:

We have acted as trust counsel in connection with the issuance, by the Ginnie Mae Callable Trust 20\_\_-C\_ (the “Trust”), established pursuant to a trust agreement (the “20[ ]-[ ] Trust Agreement”), dated as of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, as trustee of the Trust (the “Trustee”), and \_\_\_\_\_, a \_\_\_\_\_ [corporation] [limited liability company] [limited partnership] (the “Sponsor”), and incorporating by reference the Standard Trust Provisions for Callable Trusts, October 1, 2011 Edition[, as amended through \_\_\_\_\_, 20\_\_] (the “Standard Trust Provisions” and, together with the 20\_\_-C\_ Trust Agreement, the “Trust Agreement”), of approximately \$\_\_\_\_\_ aggregate principal amount of Guaranteed Callable Pass-Through Securities (the “Securities”) guaranteed by the Government National Mortgage Association (“Ginnie Mae”). The Securities are being sold to the Sponsor pursuant to the Trust Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the glossary (the “Glossary”) contained in the Ginnie Mae Multiclass Securities Guide currently in effect.

The Offering Circular, dated \_\_\_\_\_, 20\_\_ (the “Offering Circular”), was prepared in connection with the offering of the Securities.

The assets of the Trust consist primarily of [Trust MBS] [and] [[an] Underlying Certificate[s]] (the “Trust Assets”) sold to the Trust by the Sponsor. In connection with the issuance of the Securities, Ginnie Mae is guaranteeing the payment of the full amount of principal and interest on each Security pursuant to the Guaranty Agreement and Section 3 of the Standard Sponsor Provisions for Callable Trusts, October 1, 2011 Edition[, as amended through \_\_\_\_\_, 20\_\_.] (the “Standard Sponsor Provisions”).

In connection with the foregoing, we have examined the following documents:

- (a) a copy of the Standard Trust Provisions;
- (b) a signed copy of the 20\_\_-C\_\_ Trust Agreement, which incorporates by reference the Standard Trust Provisions;
- (c) a copy of the Standard Sponsor Provisions;
- (d) a signed copy of the Sponsor Agreement, dated \_\_\_\_\_ \_\_, 20\_\_, between Ginnie Mae and the Sponsor (the "Sponsor Agreement"), which incorporates by reference the Standard Sponsor Provisions;
- (e) a copy of the Glossary;
- (f) a copy of the Offering Circular;
- (g) a specimen for [each] [the] Call Class Security evidencing [an] ownership interest[s] in the Trust established under the Trust Agreement;
- (h) the Issuance Statement with respect to the Callable Class Securities; [and]
- [(i) the Articles of Incorporation and Bylaws (collectively, the "Constituent Documents") of the Sponsor, together with good standing certificates with respect to the Sponsor; and
- (j) the resolutions of the Sponsor pertaining to the subject transactions, certified by the Secretary or Assistant Secretary of the Sponsor[.] [; and]
- [(i) the opinion[s] of counsel of the Sponsor, delivered in connection with this transaction (the "Sponsor's Opinion[s"])][.] [; and]
- [[j]][(k)] the disclosure documents relating to the Underlying Certificate[s] (as defined in the Offering Circular, and referred to herein [, collectively,] as the "Underlying Certificate Disclosure Documents").]

The Trust Agreement and the Sponsor Agreement are collectively referred to herein as the "Agreements."

For purposes of the opinions expressed below, we have assumed (a) the authenticity of all documents submitted to us as originals, (b) the conformity to the originals of all documents submitted as certified or photostatic copies and the authenticity of the originals of such copies, (c) the genuineness of signatures not witnessed by us, (d) the legal capacity of natural persons[,] [and] (e) the due authorization, execution and delivery of all documents by all parties and the validity and binding effect thereof (other than [the due authorization, execution and delivery of documents by the Sponsor and] the validity and binding effect of documents upon the Sponsor) [and (f) the accuracy and completeness in all material respects of the [Underlying Certificate Disclosure Documents].

As to factual matters, we have relied upon representations included in the aforementioned documents and in other documents delivered at the closing, upon certificates of officers of the Sponsor and upon certificates of public officials. In addition, we have obtained from officers and employees of the parties described above such other certificates and assurances, and we have examined such records, other documents and questions of law, as we have considered necessary or appropriate for purposes of rendering this opinion letter. [Whenever the phrase “to our knowledge” is used herein, it refers to the actual knowledge of the attorneys of this firm involved in the representation for this transaction.]

The enforceability of the Agreements against the parties thereto is subject to the provisions of bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting the rights of creditors generally and to principles of equity, whether considered at law or in equity, except that Ginnie Mae may enforce the Agreements against the parties thereto notwithstanding any bankruptcy, insolvency, reorganization or moratorium law, or any law relating to or affecting the rights of creditors generally, to the extent that such law is preempted by the authorizing law for the Ginnie Mae Multiclass Securities Program set forth at 12 U.S.C. § 1721(g)(3)(E)(iv).

We do not purport to express an opinion as to the laws of any jurisdiction other than [NOTE: INCLUDE WHEN INCLUDING BRACKETED OPINIONS 1. THROUGH 5. IN THIS OPINION: the State[s] of [INSERT STATES OF ORGANIZATION AND, IF DIFFERENT, PRINCIPAL PLACE OF BUSINESS OF THE SPONSOR,] [and][the State of ] New York and the United States of America.

#### I.

Based upon, and subject to, the foregoing and such other documents and information as we have considered necessary for the purposes hereof, we are of the opinion that:

[1. The Sponsor has been duly incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation.

2. The Sponsor has the corporate power and authority to enter into the transactions contemplated by the Agreements.

3. The Sponsor is duly qualified to do business as a foreign corporation and is in good standing under the laws of each jurisdiction that requires such qualification wherein it owns or leases material properties, except where the failure so to qualify would not have a material adverse effect on such company’s ability to perform its obligations under the Agreements.

4. To our knowledge, there is no action, suit, proceeding or investigation pending or threatened against the Sponsor that reasonably could be expected to affect adversely (a) the Sponsor’s ability to carry on its business substantially as now conducted; (b) the transfer of the Trust Assets; (c) the issuance of the Securities or (d) the execution, delivery, performance or enforceability of the Agreements, including the Sponsor’s performance under any indemnification provisions.

5. To our knowledge, no consent, approval, authorization or order of (a) any [INSERT BOTH PRINCIPAL PLACE OF BUSINESS STATE AND, IF DIFFERENT, STATE OF ORGANIZATION OF SPONSOR] state or federal court or (b) any [INSERT BOTH PRINCIPAL PLACE OF BUSINESS STATE AND, IF DIFFERENT, STATE OF ORGANIZATION OF SPONSOR] state or federal governmental agency or body is required for the consummation by the Sponsor of the transactions contemplated by the Agreements, except for those that have been obtained by the Sponsor and are in full force and effect; *provided, however,* that we express no opinion with respect to requirements under federal or state securities or blue sky laws, of any jurisdiction in connection with the distribution of the Securities.]

{1.} The Sponsor's Opinion[s] [is] [are] satisfactory in form and scope to us, and we believe that you may properly rely on [it] [them].}

{2} [6.] Assuming the due authorization, execution and delivery of the Trust Agreement by the [Trustee] {parties thereto}, the provisions of the Trust Agreement are sufficient to establish a trust under and pursuant to the governing laws of the Trust Agreement.

{3} [7.] [Each of the Agreements has been duly executed and delivered by an authorized signatory of the Sponsor, and] {Assuming the due authorization, execution and delivery of the Agreements by the parties thereto,} each constitutes a valid, legal and binding agreement of the Sponsor, enforceable against the Sponsor in accordance with its respective terms.

{4} [8.] The Securities conform in all material respects to the descriptions thereof contained in the Offering Circular. The Book-Entry Securities have been duly and validly authorized and delivered by the Trustee in accordance with the Trust Agreement, and are duly and validly issued and entitled to the benefits of such Trust Agreement. Assuming the due authorization of the officer of the Trustee who executed the Call Class Securit[y][ies] on behalf of the Trust, such [Security has] [Securities have] been duly and validly authorized, executed and delivered by the Trust [in accordance with the Trust Agreement] and will, when authenticated as specified in the Trust Agreement, be duly and validly issued and entitled to the benefits of the Trust Agreement.

{5} [9.] The Securities are exempt from the registration requirements of the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder, and the Securities constitute "exempted securities" under the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

{6} [10.] The Trust Agreement is not required to be qualified under the Trust Indenture Act of 1939, as amended, and the trust fund created thereby is not required to be registered under the Investment Company Act of 1940, as amended.

{7} [11.] No consent, approval, authorization or order of (a) any \_\_\_\_\_ state or federal court or (b) any \_\_\_\_\_ state or federal governmental agency or body is required for the consummation by the Trust of the transactions contemplated by the Agreements; *provided, however,* that we express no opinion with respect to requirements under local and state securities laws, including but not limited to such as may be required under the state securities or blue sky laws, of any jurisdiction in connection with the distribution of the Securities.

{8} [12.] The statements set forth under the headings “Terms Sheet” and “Description of the Securities” in the Offering Circular, insofar as such statements together purport to summarize certain provisions of the Agreements, provide a fair summary of such provisions.

{9} [13.] The statements in the Offering Circular under the headings “ERISA Matters” and “Legal Investment Considerations,” insofar as they describe federal statutes and regulations or constitute legal conclusions with respect thereto, have been prepared or reviewed by us, and such statements provide a fair summary of such statutes and regulations.

{10} [14.] The Callable Class Securities qualify as “guaranteed governmental mortgage pool certificates” within the meaning of 29 C.F.R. § 2510.3-101(i)(2).

## II.

We have participated in various conferences with the appropriate representatives of the Sponsor, representatives of Ginnie Mae, representatives of [Hunton & Williams LLP], counsel to Ginnie Mae, and [appropriate representatives of] the Accountants. At those conferences, the contents of the Offering Circular were discussed and revised. [Since the dates of those conferences, we have inquired of appropriate representatives whether there has been any material change in the affairs of the Sponsor.]

Because of the inherent limitations in the independent verification of factual matters, we are not passing upon, and do not assume any responsibility for, and make no representation that we have independently verified, the accuracy, completeness or fairness of the statements contained in the Offering Circular, except as specifically set forth in paragraphs [11 and 12] {8 and 9} of Part I of our opinion above. Also, we do not express any opinion or belief as to the financial statements or other numerical, financial or statistical information contained in the Offering Circular. However, subject to the foregoing, we advise you that nothing has come to our attention that would lead us to believe that the Offering Circular, as of the date thereof and at the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading (except that we express no opinion with respect to the numerical, financial and statistical data contained in the Offering Circular).

We express no opinion as to any matter other than as expressly set forth herein, and no other opinion is to be, or may be, inferred or implied herefrom. This opinion is given as of the date hereof and is based on facts and conditions presently known to us and laws and regulations currently in effect, and we do not undertake, and hereby disclaim, any obligation to advise you of any change in any matters set forth herein.

This opinion letter is being furnished to you solely for your benefit and may not be relied upon by, nor may copies be delivered to, any person without our prior written consent.

### **U.S. Treasury Circular 230 Notice**

**To ensure compliance by this law firm with requirements imposed by the Internal Revenue Service, we inform you that (a) this advice was not intended or written to**

**be used, and cannot be used, for the purpose of avoiding United States federal tax penalties, (b) this advice was written to support the promotion or marketing of the transactions or matters addressed herein and (c) any taxpayer to whom such transactions or matters are being promoted, marketed or recommended should seek advice based on its particular circumstances from an independent tax advisor.**

Very truly yours,

**FORM OF TAX OPINION OF  
TRUST COUNSEL  
FOR CALLABLE SECURITIES**

\_\_\_\_\_, 20\_\_

Government National Mortgage Association  
550 12<sup>th</sup> Street, S.W., Third Floor  
Washington, D.C. 20024

Ginnie Mae Callable Trust 20\_\_-C\_  
c/o [Trustee]

[Trustee]

[Sponsor]

Ginnie Mae Callable Trust 20[ ]-[ ]  
Certain Tax Matters

Ladies and Gentlemen:

We have acted as trust counsel in connection with the formation of the Ginnie Mae Callable Trust 20\_\_-C\_ (the “Trust”), established pursuant to a trust agreement (the “Trust Agreement”), dated as of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, as trustee of the Trust (the “Trustee”), and \_\_\_\_\_, [a][an] \_\_\_\_\_ [corporation] [limited liability company] [limited partnership] (the “Sponsor”), and incorporating by reference the Standard Trust Provisions for Callable Trusts, October 1, 2011 Edition[, as amended through \_\_\_\_\_, 20\_] (the “Standard Trust Provisions”), and the issuance of approximately \$\_\_\_\_\_ aggregate principal amount of Guaranteed Callable Pass-Through Securities (the “Securities”). The Securities consist of Class [A] [A1] [and Class A2] Securities ([each, a] [the] “Callable Class”) and the Class [B] [B1] [and Class B2] Securit[y][ies] ([each, a][the] “Call Class”). The Securities are being sold pursuant to an Offering Circular, dated \_\_\_\_\_, 20\_\_ (the “Offering Circular”). The assets of the Trust consist primarily of [certain Trust MBS] [an] [Underlying Certificate[s]] acquired from the Sponsor and certain accounts. Capitalized terms used but not defined herein shall have the meanings assigned to them in the glossary contained in the Ginnie Mae Multiclass Securities Guide currently in effect or in the Trust Agreement.

We have reviewed the originals or copies of: (i) the Trust Agreement, including the Standard Trust Provisions; (ii) the Sponsor Agreement, dated as of \_\_\_\_\_, 20\_\_, between the Sponsor and Ginnie Mae including the Standard Sponsor Provisions for Callable Trusts, October 1, 2011 Edition[, as amended through \_\_\_\_\_, 20\_]; (iii) the Guaranty Agreement dated as of \_\_\_\_\_, 20\_\_; [and] (iv) the Offering Circular [; and (v) the

Government National Mortgage Association  
Ginnie Mae Callable Trust 20\_\_-C\_\_  
[Trustee]  
[Sponsor]  
\_\_\_\_\_, 20\_\_

disclosure documents relating to the Underlying Certificate[s] (as defined in the Offering Circular, and referred to herein [, collectively,] as the "Underlying Certificate Disclosure Documents").] We also have relied, without independent verification, on a letter from the Sponsor, dated \_\_\_\_\_, 20\_\_, stating the belief of the Sponsor that there are various economically reasonable circumstances under which the holder of [the] [each] Call Class would not at any time exercise its right to direct the redemption of the [related] Callable Class. We also have reviewed such other documents relating to the transaction and made such other factual and legal inquiries as we have considered necessary for purposes of the opinions given below. [We have assumed the accuracy and completeness in all material respects of the Underlying Certificate Disclosure Documents and that [each] [the] Underlying Certificate[s] will, at all relevant times, constitute either a "regular interest" in a REMIC or a grantor trust interest in respect of one or more "regular interests" in a REMIC.]

Based on the foregoing, we are of the opinion that, with respect to this transaction, the statements and legal conclusions contained in the Offering Circular under the caption "Certain United States Federal Income Tax Consequences," insofar as they constitute matters of United States federal law or legal conclusions with respect thereto, are correct in all material respects and the discussion thereunder does not omit any material provision with respect to the matters covered. Also based on the foregoing and subject to the qualifications stated herein, we are of the further opinion that [either (i)] Ginnie Mae Callable Trust 20[ ] -C[ ] will constitute a single grantor trust, within the meaning of Sections 671 through 679 of the Code, and not a partnership or an association taxable as a corporation[, or (ii) each related pair of Callable and Call Classes of Ginnie Mae Callable Trust 20[ ] -C[ ] will constitute a separate grantor trust within the meaning of Sections 671 through 679 of the Code, and not a partnership or an association taxable as a corporation].

You should be aware that the above opinions and the discussion contained in the Offering Circular under the caption "Certain United States Federal Income Tax Consequences" represent conclusions as to the application of existing law to the transaction described herein. There can be no assurance that existing law will not change or that contrary positions will not be taken by the Internal Revenue Service.

No opinion has been sought and none has been given concerning the tax consequences of the transaction described herein or of the acquisition, ownership, or disposition of the Securities under the laws of any state or locality.

The opinions expressed herein are solely for the information and use of the addressees and may not be relied upon or otherwise used for any purpose by any other person without our express written consent.

Government National Mortgage Association  
Ginnie Mae Callable Trust 20\_\_-C\_\_  
[Trustee]  
[Sponsor]  
\_\_\_\_\_, 20\_\_

**U.S. Treasury Circular 230 Notice**

**To ensure compliance by this law firm with requirements imposed by the Internal Revenue Service, we inform you that (a) this advice was not intended or written to be used, and cannot be used, for the purpose of avoiding United States federal tax penalties, (b) this advice was written to support the promotion or marketing of the transactions or matters addressed herein and (c) any taxpayer to whom such transactions or matters are being promoted, marketed or recommended should seek advice based on its particular circumstances from an independent tax advisor.**

Very truly yours,

**FORM OF OPINION OF SPONSOR FOR CALLABLE SECURITIES**

\_\_\_\_\_, 20\_\_

Government National Mortgage Association  
550 12<sup>th</sup> Street, S.W., Third Floor  
Washington, D.C. 20024

[Trustee]

[Sponsor]

Re: Guaranteed Callable Pass-Through Securities  
Ginnie Mae Callable Trust 20\_\_-C\_

Ladies & Gentlemen:

I am employed as [Internal] [Associate General] [General] Counsel [by] [of] \_\_\_\_\_ (“the Sponsor”) and, in such capacity, have acted as counsel to Sponsor, a \_\_\_\_\_ [corporation] [limited partnership] [limited liability company], in connection with the issuance, by the Ginnie Mae Callable Trust 20\_\_-C\_ (the “Trust”), established pursuant to a trust agreement (the “[20\_\_-C\_] Trust Agreement”) dated as of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, as trustee of the Trust (the “Trustee”), and the Sponsor, and incorporating by reference the Standard Trust Provisions for Callable Trusts, October 1, 2011 Edition, [as amended through \_\_\_\_\_, 20\_\_,] (the “Standard Trust Provisions” [and, together with the 20\_\_-C\_ Trust Agreement, the “Trust Agreement”]), of approximately \$\_\_\_\_\_ aggregate principal amount of Guaranteed Callable Pass-Through Securities (the “Securities”) guaranteed by the Government National Mortgage Association (“Ginnie Mae”). The Securities are being sold to the Sponsor pursuant to the Trust Agreement. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the glossary contained in the Ginnie Mae Multiclass Securities Guide currently in effect.

In connection with this opinion, I or others under my supervision have examined the Trust Agreement and a sponsor agreement (the “Sponsor Agreement” and, together with the Trust Agreement, the “Agreements”) dated as of \_\_\_\_\_, 20\_\_, by and between Ginnie Mae and the Sponsor and incorporating by reference the Standard Sponsor Provisions for Callable Trusts, \_\_\_\_\_, 20\_\_ Edition [, as amended through \_\_\_\_\_, 20\_\_]. I or others under my supervision have also examined and am familiar with originals or copies, certified or otherwise identified to my satisfaction, of such documents as I have deemed necessary or appropriate as a basis for the opinions set forth below.

In my examination, I have assumed the genuineness of all signatures, the legal capacity of natural persons, the conformity to original documents of all documents submitted to me as certified or photostatic copies, the authenticity of the originals of such copies, and the due authorization, execution and delivery of all documents by all parties and the validity and binding effect thereof (other than the due authorization, execution and delivery of documents by the Sponsor as to which I express an opinion herein). As to any fact material to this opinion that I did not independently establish or verify, I have relied upon statements and representations of officers and other representatives of the Sponsor. Whenever the phrase “to my knowledge” is used herein, it refers to the actual knowledge of the attorneys employed by the Sponsor who are involved in the representation for this transaction.

I am admitted to the Bar of the State of \_\_\_\_\_, and I express no opinion as to the laws of any jurisdiction other than the laws of the State of [INSERT PRINCIPAL PLACE OF BUSINESS OF SPONSOR], [IF DIFFERENT: the [corporate] [limited liability company] [limited partnership] laws of the State of [INSERT STATE OF ORGANIZATION OF THE SPONSOR]] and, to the extent specifically referred to herein, the laws of the United States of America. Based upon and subject to the foregoing, I am of the opinion that:

1. The Sponsor has been duly [incorporated] [formed] [organized] and is validly existing as a [corporation] [partnership] [limited liability company] in good standing under the laws of the jurisdiction of its [incorporation] [organization] [formation].
2. The Sponsor has the [corporate] power and authority to enter into the transactions and perform the obligations contemplated by the Agreements.
3. The Sponsor is duly qualified to do business as a foreign [corporation] [partnership] [limited liability company] and is in good standing under the laws of each jurisdiction that requires such qualification wherein it owns or leases material properties, except where the failure so to qualify would not have a material adverse effect on the Sponsor’s ability to perform its obligations under the Agreements.
4. There is no action, suit, proceeding or investigation pending or, to my knowledge, threatened against the Sponsor that reasonably could be expected to affect adversely (a) the Sponsor’s ability to carry on its business substantially as now conducted, (b) the transfer of the Trust Assets, (c) the transfer of the Securities or (d) the execution, delivery, performance or enforceability of the Agreements, including the Sponsor’s performance under any indemnification provisions.
5. The Agreements have been duly executed and delivered by the Sponsor.
6. No consent, approval, authorization or order of (a) any [INSERT BOTH PRINCIPAL PLACE OF BUSINESS AND, IF DIFFERENT, STATE OF ORGANIZATION] state or federal court or (b) any [INSERT BOTH PRINCIPAL PLACE OF BUSINESS AND, IF DIFFERENT, STATE OF ORGANIZATION] state or federal governmental agency or body is required for

the consummation by the Sponsor of the transactions contemplated by the Agreements, except for those that have been obtained by the Sponsor and are in full force and effect; *provided, however*, that I express no opinion with respect to requirements under federal or state securities or blue sky laws, of any jurisdiction in connection with the distribution of the Securities.

I express no opinion as to any matter other than as expressly set forth herein, and no other opinion is to be, or may be, inferred or implied herefrom. This opinion is given as of the date hereof and is based on facts and conditions presently known to me and laws and regulations currently in effect, and I do not undertake, and hereby disclaim, any obligation to advise you of any change in any matters set forth herein.

I consent to reliance upon this opinion letter by Ginnie Mae for the purpose of complying with its requirements in connection with the Sponsor Agreement and by [TRUST COUNSEL] in connection with the delivery of its opinion related to the Agreements. Except as provided in the preceding sentence, this opinion letter may not be relied upon by, nor may copies be delivered to, any person without my prior written consent.

Very truly yours,

**FORM OF OPINION OF TRUSTEE’S COUNSEL FOR CALLABLE SECURITIES**

\_\_\_\_\_, 20\_\_

Government National Mortgage Association  
550 Twelfth Street, S.W., Third Floor  
Washington, D.C. 20024

Ginnie Mae Callable Trust 20\_\_-C\_  
c/o [Trustee]

[Sponsor]

Guaranteed Callable Pass-Through Securities Ginnie Mae Callable Trust 20\_\_-C\_

Ladies and Gentlemen:

We have acted as special counsel to \_\_\_\_\_ in its capacity as trustee (the “Trustee”) in connection with the issuance by the Ginnie Mae Callable Trust 20\_\_-C\_ (the “Trust”), established pursuant to a trust agreement (the “20\_\_-C\_ Trust Agreement”), dated as of \_\_\_\_\_, 20\_\_, by and between the Trustee and \_\_\_\_\_, [a][an] \_\_\_\_\_ [corporation] [limited liability company] [limited partnership] (the “Sponsor”), and incorporating by reference the Standard Trust Provisions for Callable Trusts, October 1, 2011 Edition [, as amended through \_\_\_\_\_, 20\_\_] (the “Standard Trust Provisions” and, together with the 20\_\_-C\_ Trust Agreement, the “Trust Agreement”), of approximately \$\_\_\_\_\_ aggregate principal amount of Guaranteed Callable Pass-Through Securities (the “Securities”) guaranteed by the Government National Mortgage Association (“Ginnie Mae”). The Securities are being sold to the Sponsor pursuant to the Trust Agreement. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the glossary contained in the Ginnie Mae Multiclass Securities Guide currently in effect.

In connection with the foregoing, we have examined the following documents:

- (a) a copy of the Standard Trust Provisions;
- (b) a signed copy of the Trust Agreement, which incorporates by reference the Standard Trust Provisions;
- (c) a specimen [security] for [the] [each] Class of Certificated Security, evidencing [an] ownership interest[s] in the Trust established under the Trust Agreement;
- (d) the Issuance Statement;

(e) the [Articles of [Incorporation] [Association] and Bylaws] of the Trustee, together with good standing certificates with respect to the Trustee; and

(f) the resolutions of the Trustee pertaining to the subject transactions, certified by the Secretary or an Assistant Secretary of the Trustee.

We also have reviewed originals or copies, certified or otherwise identified to our satisfaction, of such other documents as we deemed necessary or appropriate as a basis for the opinions set forth below.

For purposes of the opinions expressed below, we have assumed (a) the authenticity of all documents submitted to us as originals, (b) the conformity to the originals of all documents submitted as certified or photostatic copies and the authenticity of the originals of such copies, (c) the genuineness of signatures not witnessed by us, (d) the legal capacity of natural persons and (e) the due authorization, execution and delivery of all documents by all parties and the validity and binding effect thereof (other than the due authorization, execution and delivery of documents by the Trustee and the validity and binding effect of documents upon the Trustee as to which we express an opinion herein).

As to factual matters, we have relied upon representations included in the aforementioned documents and in other documents delivered at the closing, upon certificates of officers of the Trustee and upon certificates of public officials. In addition, we have obtained from officers and employees of the parties described above such other certificates and assurances, and we have examined such records, other documents and questions of law, as we have considered necessary or appropriate for purposes of rendering this opinion letter. Whenever the phrase “to our knowledge” is used herein, it refers to the actual knowledge of the attorneys of this firm involved in the representation of the Trustee in this transaction.

The enforceability of the Trust Agreement against the parties thereto is subject to the provisions of bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting the rights of creditors generally and principles of equity, whether considered at law or in equity, except that Ginnie Mae may enforce the Trust Agreement against the parties thereto notwithstanding any bankruptcy, insolvency, reorganization or moratorium law, or any law relating to or affecting the rights of creditors generally, to the extent that such law is preempted by the authorizing law for the Ginnie Mae Multiclass Securities Program set forth at 12 U.S.C. § 1721(g)(3)(E)(iv).

We do not purport to express an opinion as to the laws of any jurisdiction other than [the State of \_\_\_\_\_,] the State of New York and the United States of America.

Based upon, and subject to, the foregoing and such other documents and information as we have considered necessary for the purposes hereof, we are of the opinion that:

7. The Trustee is a(n) [\_\_\_\_\_ corporation] [national banking association], duly organized and validly existing in good standing under the laws of [\_\_\_\_\_] [the United States of America], and has all requisite power and authority to enter into the Trust Agreement and to perform its obligations thereunder.

8. To our knowledge, there is no action, suit, proceeding or investigation pending or threatened against the Trustee that could materially adversely affect the Trustee's ability to perform its obligations under the Trust Agreement.

9. The Trust Agreement has been duly authorized, executed and delivered by the Trustee, and constitutes the legal, valid and binding obligation of the Trustee, enforceable against the Trustee in accordance with its terms, subject to the limitations noted above.

10. The Book-Entry Securities have been duly and validly authorized and delivered by the Trustee in accordance with the Trust Agreement and are duly and validly issued and entitled to the benefits of the Trust Agreement. The Certificated Securit[y][ies] [has] [have] been duly and validly authorized, executed, authenticated and delivered by the Trustee in accordance with the Trust Agreement and are duly and validly issued and entitled to the benefits of the Trust Agreement.

11. The performance by the Trustee of its duties pursuant to the Trust Agreement does not conflict with or result in a breach or violation of any term or provision of, or constitute a default under, any statute or regulation currently governing the Trustee.

We express no opinion as to any matter other than as expressly set forth herein, and no other opinion is to be, or may be, inferred or implied herefrom. This opinion is given as of the date hereof and is based on facts and conditions presently known to us and laws and regulations currently in effect, and we do not undertake, and hereby disclaim, any obligation to advise you of any change in any matters set forth herein.

We consent to reliance upon this opinion letter by you for the purpose of complying with your requirements in connection with this transaction only as it relates to the specific legal issues identified herein. Except as provided in the preceding sentence, this opinion letter may not be relied upon by, nor may copies be delivered to, any person without our prior written consent.

Very truly yours,

**FORM OF ACCOUNTANTS' AGREED-UPON  
PROCEDURES REPORT FOR CALLABLE SECURITIES  
AS OF THE CLOSING DATE**

\_\_\_\_\_, 20\_\_

Government National Mortgage Association  
550 12<sup>th</sup> Street, S.W., Third Floor  
Washington, D.C. 20024

[Sponsor]

**Independent Accountants' Report on  
Applying Agreed-Upon Procedures**

**Ginnie Mae Callable Trust 20\_\_-C\_**

Ladies and Gentlemen:

We have performed the procedures enumerated below, which were agreed to by the addressees, relating to the issuance of \$ \_\_\_\_\_ aggregate Original Class Principal Balance of Ginnie Mae Callable Trust 20\_\_-C\_ Guaranteed Callable Pass-Through Securities (the "Securities") pursuant to a Trust Agreement dated as of \_\_\_\_\_, 20\_\_ (the "Trust Agreement"). This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the addressees. Consequently, we make no representations regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose. Capitalized terms used but not defined herein have the meanings ascribed to them in the Trust Agreement.

We are independent certified public accountants with respect to Ginnie Mae Callable Trust 20\_\_-C\_ within the meaning of Rule 101 of the Rules of Conduct of the Code of Professional Conduct of the American Institute of Certified Public Accountants.

For purposes of this report, we obtained the following:

- (a) The Series 20\_\_-C\_ Offering Circular;
- [(b) Part III of the Ginnie Mae Multiclass Securities Guide;]
- (c) The Trust Agreement;
- [(d)] The Underlying Certificate Disclosure Document[s];]
- (e) An electronic listing of Trust Assets provided to us by, and which is the responsibility of, the Sponsor;

- [(f) The attached schedule of Weighted Average Lives of [the][each] Class of Callable Class Securities [in Security Group[s] [1] [and [2]] provided to us by, and which is the responsibility of, the Sponsor (“Schedule B”);] [and]
- [(g) [Note: for Underlying Certificates that are issued simultaneously with the Callable Class Securities: An electronic listing of underlying Ginnie Mae Certificates provided to us by the Sponsor (“Schedule C”).]

Based on the foregoing, we performed the following procedures:

1. Using the aforementioned electronic list[s] of Trust Assets [and underlying Ginnie Mae Certificates], we printed out the schedule[s] of (i) Trust Assets [Note: for simultaneously issued Underlying Certificates: and (ii) underlying Ginnie Mae Certificates] that [is] [are] attached hereto as Schedule A [and Schedule C, respectively]. In addition, we provided the same electronic list of Trust Assets to the Information Agent, the Financial Advisor and the Trustee through Ginnie Mae’s Internet Web-site.
2. [Note: for Trust Asset Group(s) with Underlying Certificate(s)][For [each] [the] [Group [ ] ] Trust Asset shown on Schedule A, we compared the CUSIP Number, Issue Date[Note: include if fixed rate: , Certificate Rate] and Maturity Date shown on Schedule A to the corresponding information shown for that Trust Asset in the [related] Underlying Certificate Disclosure Document and found them to be in agreement.]
3. [Note: for Trust Asset Group(s) with Underlying Certificate(s) with variable rate(s)][For [each] [the] Group \_\_ and Group \_\_ Trust Asset shown on Schedule A, we compared the Certificate Rate shown on Schedule A to the corresponding information shown for such Trust Asset on [e-Access,] [Freddie Mac’s Internet Web-site,] [Fannie Mae’s Internet Web-site], and found them to be in agreement.]
4. [Note: for Trust Asset Group(s) with Trust MBS}[For [each] [the] [Group [ ] ] Trust Asset shown on Schedule A as having an Issue Date prior to \_\_\_\_\_ 1, 20\_\_,\* we compared the CUSIP Number, Trust Asset pool number, Trust Asset pool type, Trust Asset pool suffix, Issue Date, Certificate Rate and Maturity Date shown on Schedule A to the corresponding information shown for that Trust Asset in the Ginnie Mae Factor Tape as of [15<sup>th</sup> business day of the calendar month of Closing] obtained from SECTOR Inc. (a SIAC Company (hereinafter referred to as “SIAC”)) (the “Factor Report”) and found them to be in agreement.]
5. [Note: for Trust Asset Group(s) with Trust MBS][For [each] [the] [Group [\_\_]] Trust Asset shown on Schedule A as having an Issue Date of \_\_\_\_\_ 1, 20\_\_, we

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\* In all date blanks (unless otherwise noted) insert first day of month and year of Closing Date. Example: For transaction closing in October, 2011, insert “October 1, 2011”.

compared the items of information listed in the immediately preceding paragraph to the corresponding information obtained from the SIAC Ginnie Mae Daily Pool Tapes for [insert month and year of Closing Date](the “New Pool Tapes”) and found them to be in agreement.]

6. [Note: for Trust Asset Group(s) with Trust MBS][For [each] [the] [Group [ ] ] Trust Asset shown on Schedule A as having an Issue Date prior to \_\_\_\_\_ 1, 20\_\_, we recomputed the current principal balance by multiplying a factor obtained from the Factor Report for that Trust Asset, by the original principal balance shown on Schedule A, and compared such recomputed amount to the current principal balance shown on Schedule A and found them to be in agreement.]
7. [Note: for Trust Asset Group(s) with Trust MBS issued in month/year of Closing Date]For [each][the][Group [ ] ] Trust Asset shown on Schedule A as having an Issue Date of \_\_\_\_\_ 1, 20\_\_, we determined that the current principal balance shown on Schedule A is equal to the original principal balance shown on Schedule A
8. [Note: for Trust Asset Group(s) with Trust MBS; include WAC only if all Trust MBS are Ginnie Mae II’s][For [each][the] [Group [ ] ] Trust Asset[s] shown on Schedule A as having an Issue Date prior to \_\_\_\_\_ 1, 20\_\_, we compared [the current Weighted Average Coupon (the “WAC”),] the current Weighted Average Remaining Term to Maturity (the “WARM”) and the current Weighted Average Loan Age (the “WALA”) shown on Schedule A to the corresponding information for that Trust Asset derived from a SIAC Ginnie Mae Weighted Average Tape (the “Weighted Average Tape”)(using the most recent tape for which such information was available) using the methodology relating to generic pools set forth in The Securities Industry and Financial Markets Association’s [(formerly known as The Bond Market Association)] Standard Formulas for the Analysis of Mortgage-Backed Securities and Other Related Securities - Chapter SF Section C (the “Standard Formulas”), and found them to be in agreement.]
9. [Note for Trust Asset Group(s) with Trust MBS][For [each][the][Group [ ] ] Trust Asset shown on Schedule A as having an Issue Date of \_\_\_\_\_ 1, 20\_\_, we compared the current [Weighted Average Coupon (the “WAC”)] [WAC,] WARM and WALA shown on Schedule A to the corresponding information for that Trust Asset derived from the New Pool Tapes using the methodology relating to generic pools set forth in the Standard Formulas and found them to be in agreement.]
10. [Note: for Trust Asset Group(s) with Ginnie Mae I MBS][For [each][the] [Group [ ] ] [the] Trust Asset shown on Schedule A, we compared the current [Weighted Average Coupon (the “WAC”)] [the WAC] shown on Schedule A to the corresponding information for the Trust Asset derived using the Certificate Rate shown on Schedule A and an assumed fixed servicing spread of 0.50% and found them to be in agreement.]

11. [Note: for Trust Asset Group(s) with Ginnie Mae II MBS][For [each][the] [Group \_\_ and Group \_\_] Trust Asset shown on Schedule A as having an Issue Date prior to \_\_\_\_\_ 1, 20\_\_, we compared the current [Weighted Average Coupon (the “WAC”)] [WAC] shown on Schedule A to the corresponding information for that Trust Asset derived from the Weighted Average Tape (using the most recent tape for which such information was available) using the methodology relating to generic pools set forth in the Standard Formulas and found them to be in agreement.]
12. [Note: for Trust Asset Group(s) with Ginnie Mae II MBS][For [each]the] [Group \_\_ and Group \_\_ ] Trust Asset shown on Schedule A as having an Issue Date of \_\_\_\_\_ 1, 20\_\_, we compared the current [Weighted Average Coupon (“WAC”)] [WAC] shown on Schedule A to the corresponding information for that Trust Asset derived from the New Pool Tapes using the methodology relating to generic pools set forth in the Standard Formulas and found them to be in agreement.]
13. We recomputed the sum of the current balances of the Trust Assets [in each Trust Asset Group] shown on Schedule A ([each an] [the] “Aggregate Balance”) and found [each] such amount to be in agreement with the corresponding amount shown on Schedule A. We determined that the Aggregate Balance [for each group of Trust Assets] [(net of any related portion thereof payable as part of the Trustee Fee)] [(other than the Group T Trust Assets)] is not less than the aggregate Original Class Principal Balance of the Securities [in the related Security Group].
14. We compared the CUSIP Number, Trust Asset pool type, Trust Asset pool number, Trust Asset pool suffix, Certificate Rate, Issue Date, Maturity Date and original principal balance of each Trust Asset shown on Schedule A to the corresponding information included in the Trustee’s Receipt and Safekeeping Agreement provided to us by the Trustee and found them to be in agreement.
15. [Note: for Trust Asset Group(s) with Trust MBS; include Schedule C references for simultaneously issued Underlying Certificates][Based upon the assumption that each Mortgage Loan underlying each [related Group\_\_ and Group \_\_\_\_] Trust Asset [and underlying [Group [ ]] Ginnie Mae Certificates] shown on Schedule A [and Schedule C, respectively,] has a remaining term to maturity equal to its current WARM, a loan age equal to its current WALA and an interest rate equal to its current WAC, using the Trust Assets shown on Schedule A, the terms of the Securities set forth in the Trust Agreement, and the applicable definitions and methodologies set forth in the 20\_\_-C\_\_ Offering Circular under the caption “Yield, Maturity and Prepayment Considerations,” and also assuming that (i) the underlying Mortgage Loans prepay at each of the constant rates of [PSA] [CPR] shown on Schedule B, (ii) payments on the Trust Assets and the Securities are received on the [16th] [20th] day of the month [(in the case of the Group [1] Trust Assets)] [and the [16<sup>th</sup>][20<sup>th</sup>] day of the month (in the case of the Group [2] Trust Assets)] [and][,] (iii) no redemption occurs, [(iii)][(iv)] [in the case of Security Group [ ]],

the Non-Cash Fee is equal to \_\_\_/\_\_\_ of the principal and interest payments on each underlying Group [ ] Ginnie Mae Certificate [and] [(iv)][(v)] no optional termination is exercised, we recomputed (a) the Weighted Average Life of [each] [the] Class of Callable Class Securities and (b) the absolute and percentage differences between each such Weighted Average Life and the Weighted Average Life for such Class set forth in the 20\_\_-C\_\_ Offering Circular at the corresponding constant rate of [PSA] [CPR]. We compared such recomputed Weighted Average Lives, absolute differences and percentage differences (expressed as a percentage of the Weighted Average Life set forth in the 20\_\_-C\_\_ Offering Circular) to the corresponding information shown on Schedule B and found them to be in agreement.

Using the Trust Assets on Schedule A and the terms of the Securities set forth in the Trust Agreement, and assuming (i) the timely payment of principal and interest on the Trust Assets and (ii) that no expenses are incurred (other than the Trustee Fee), we determined that payments on the Trust Assets, net of any Trustee Fee, would be adequate to make full and timely payments of principal and interest on the Callable Class Securities and to reduce the Class Principal Balance of [the][each] Class of Callable Class Securities to zero by its Final Distribution Date, in each case, in accordance with the terms as set forth in the Trust Agreement regardless of the rate of prepayments on the Mortgage Loans underlying the Trust Assets [or the level of [Index]].

It should be understood that we make no representations as to (a) questions of legal interpretation; (b) the sufficiency of these procedures for your purposes; (c) the accuracy of any information reported [on][in][e-Access,] [the Underlying Certificate Disclosure Document[s,] [the Factor Report,] [the Weighted Average Tape[s,] [the New Pool Tapes,] [or Bloomberg or orally obtained from the Information Agent]; (d) the accuracy of the original principal balances set forth on the Trustee's Receipt, (e) the reasonableness of any of the assumptions used above; or (f) whether the Weighted Average Lives of the Securities will correspond to those on Schedule B [Note: for Trust Asset Group(s) with simultaneously issued Underlying Certificates: or Schedule C].

We were not engaged to conduct, and did not conduct, an examination, the objective of which is the expression of an opinion on the above information. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you, but such procedures would not necessarily reveal any material misstatement of the information referred to above. Furthermore, there will usually be differences between the actual payments on the Trust Assets and the Securities as compared to the payments calculated in accordance with the assumptions and methodologies set forth in the Offering Circular and described herein, because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

This report is solely for the information and use of the addressees and Ginnie Mae's Financial Advisor, solely in connection with its work on behalf of Ginnie Mae, in connection with the

[Sponsor]  
Government National Mortgage Association  
\_\_\_\_\_, 20\_\_  
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issuance of the Securities covered by the Trust Agreement and is not intended to be and should not be used by anyone other than these specified parties. It is not to be used, circulated, quoted or otherwise referred to for any other purpose, including but not limited to, the purchase or sale of the Securities, nor is it to be filed with or referred to in whole or in part in the Trust Agreement or the Offering Circular or any other document, except that reference may be made to it in the Sponsor Agreement or in any list of closing documents pertaining to the issuance of the Securities.

Yours truly,

[Accountants]

**Schedule A**

**TRUST ASSETS**

<u>CUSIP</u>	<u>Pool Number/ Pool Suffix</u>	<u>Pool Type</u>	<u>Issue Date</u>	<u>Certificate Rate</u>	<u>Maturity Date</u>	<u>Original Principal Balance</u>	<u>Current Principal Balance</u>	<u>Current Weighted Average Coupon</u>	<u>Current Weighted Average Loan Age</u>	<u>Current Weighted Average Remaining Term To Maturity</u>	<u>Group ID</u>	<u>Depository Institution</u>
						_____	_____					
						_____	_____					
						Aggregate Group __ Trust Assets: _____	_____					
						Aggregate Group __ Trust Assets: _____	_____					

**Schedule B**

[attach Schedule of Weighted Average Lives for Security Groups backed by Trust MBS]

[attach Schedule C, as needed]

**FORM OF CLOSING FLOW OF FUNDS INSTRUCTION LETTER  
FOR CALLABLE SECURITIES**

**CLOSING FLOW OF FUNDS INSTRUCTION LETTER  
REGARDING THE TRANSFER OF FUNDS  
BY THE SPONSOR TO THE TRUSTEE  
AND THE SUBSEQUENT DISBURSEMENT OF FUNDS  
BY THE TRUSTEE TO GINNIE MAE**

\_\_\_\_\_, 20\_\_\_\_

[Trustee]

Ginnie Mae Callable Trust 20\_\_\_\_-C

Ladies and Gentlemen:

Reference is hereby made to the above-referenced transaction which is scheduled to close on [\_\_\_\_\_, 20\_\_ ] [the date hereof] (the “Closing Date”). Capitalized terms used but not defined herein have the meanings ascribed to them in the Sponsor Agreement related to the above-referenced transaction. On the Closing Date, using a delivery versus payment function, simultaneously upon transfer to us (or our designee) of the Class \_\_ Securities of the above-referenced trust, we shall transfer to you \$\_\_\_\_\_ representing the Ginnie Mae Guaranty Fee, which shall be disbursed to Ginnie Mae to cover the fees and expenses of those persons who are to be paid from the proceeds of the transaction. We hereby instruct you to disburse such amount to Ginnie Mae via pay.gov.

\* \* \* \* \*

If you have any questions, please call Ginnie Mae's Treasurer's Division at (202) 708-2257.

Very truly yours,

[Sponsor]

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

Its: \_\_\_\_\_

cc: Ginnie Mae  
Treasurer's Division

[NOTE: THE EXECUTED VERSION OF THIS DOCUMENT SHOULD BE SCANNED AND E-MAILED TO THE FOLLOWING PERSONS AT GINNIE MAE'S TREASURER'S DIVISION: David.L.Ellis@hud.gov, Paula.A.Imbraguglio@hud.gov and Linda.D.Blaylock@hud.gov]

**FORM OF CLOSING CHECKLIST AND TABLE OF CONTENTS  
FOR CALLABLE SECURITIES**

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION  
GUARANTEED CALLABLE PASS-THROUGH SECURITIES

**GINNIE MAE CALLABLE TRUST 20\_\_-C\_**

**\$\_\_\_\_\_ Aggregate Principal Amount**

\_\_\_\_\_, 20\_\_

\_\_\_\_\_

PARTIES TO THE TRANSACTION

“Ginnie Mae”	Government National Mortgage Association
“Financial Advisor” or “FA”	PricewaterhouseCoopers LLP
“Legal Advisor” or “LA”	Hunton & Williams LLP
“Sponsor” or “S”	_____
“Trust Counsel” or “TC”	_____
“Accountant” or “A”	_____
“Trustee” or “T”	_____
“Trustee’s Counsel” or “TeeC”	_____
“Information Agent”	BNY Mellon
“Book-Entry Depository”	The Federal Reserve Bank of New York
“Printer”	_____

**GOVERNMENT NATIONAL MORTGAGE ASSOCIATION  
GUARANTEED CALLABLE PASS-THROUGH SECURITIES**

**GINNIE MAE CALLABLE TRUST 20\_\_-C\_**

**\$\_\_\_\_\_ Aggregate Principal Amount**  
\_\_\_\_\_ , 20\_\_

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[ , as amended through \_\_\_\_\_, 20 ])

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