APPENDIX I-4 FORMS OF CROSS-DEFAULT AGREEMENTS

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

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

- Form 1 Subsidiary applicant for Issuer status, existing Issuer subsidiary, and Ginnie Mae. Form 2 Two subsidiary applicants for Issuer status and Ginnie Mae. Form 3 Parent applicant for Issuer status, existing Issuer subsidiary, and Ginnie Mae. Form 4 Subsidiary applicant for Issuer status, two existing Issuer subsidiaries, and Ginnie Mae. Form 5 Two existing Issuer subsidiaries and Ginnie Mae. Form 6 Existing Issuer parent, existing Issuer subsidiary, and Ginnie Mae. Form 7 Existing Issuer parent, subsidiary applicant for Issuer status, and Ginnie Mae Form 8 Three existing Issuer subsidiaries, one subsidiary applicant for Issuer status, and Ginnie Mae. Form 9 One existing Issuer subsidiary, three subsidiary applicants for Issuer status, and Ginnie Mae. Form 10 Three existing Issuer subsidiaries and Ginnie Mae.
- Form 11 Four existing Issuer subsidiaries, one subsidiary applicant for Issuer status, and Ginnie Mae

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OMB No. 2503-0033 (Exp. 05/31/2016)

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

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

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

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

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

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

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

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

CORPORATE SEAL

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

OMB No. 2503-0033 (Exp. 05/31/2016)

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

CROSS-DEFAULT AGREEMENT

This CROSS-DEFAULT AGREEMENT is entered into on this day of,
20, by and between the GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, a body
corporate organized and existing under the laws of the United States within the Department of Housing
and Urban Development (hereinafter "Ginnie Mae"), [Subsidiary Issuer 1], a corporation or organization
formed under the laws of, and [Subsidiary Issuer 2], a corporation or organization
formed under the laws of
WHEDEAC and of [Cubaidian Januar 1] and [Cubaidian Januar 2] has applied to Cinnia Man
WHEREAS, each of [Subsidiary Issuer 1] and [Subsidiary Issuer 2] has applied to Ginnie Mae
for approval as a Ginnie Mae Issuer and may enter into one or more Guaranty Agreements (each a
"Guaranty Agreement") with Ginnie Mae pursuant to the Ginnie Mae MBS Program;
WHEREAG CL. I. A.
WHEREAS Ginnie Mae requires that when related entities are qualified to serve as Ginnie Mae

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

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

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

CORPORATE SEAL

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

CROSS-DEFAULT AGREEMENT

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

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

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

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

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

Executed this		day of	, 20
ATTEST:		[Subsidiary Issu	uer] (Company Name)
	g .		
	_ , Secretary	1 itle:	
CORPORATE SEAL			
ATTEST:		[Parent Issuer]	(Company Name)
		By:	
		Name:	
	_ , Secretary	Title:	
		Date:	
CORPORATE SEAL			
ATTEST:		Government Na	ational Mortgage Asso
		By:	
		Name:	
	_ , Secretary	Title:	
		Date:	

3.

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

amendment to each existing Guaranty Agreement or Contractual Agreement and to each future Guaranty

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

CROSS-DEFAULT AGREEMENT

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

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

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

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

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

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

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

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

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

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CROSS-DEFAULT AGREEMENT

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

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

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

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

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

CORPORATE SEAL

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CROSS-DEFAULT AGREEMENT

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corporate organized and existing under the laws of the United States within the Department of Housing
and Urban Development (hereinafter "Ginnie Mae"), [Subsidiary Issuer], a corporation or organization
formed under the laws of, and [Parent Issuer], a corporation or organization formed
under the laws of .

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

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

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

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

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

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

CORPORATE SEAL

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CROSS-DEFAULT AGREEMENT

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20, by and between the GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, a body
corporate organized and existing under the laws of the United States within the Department of Housing
and Urban Development (hereinafter "Ginnie Mae"), [Parent Issuer], a corporation or organization
formed under the laws of, and [Subsidiary Issuer], a corporation or organization
formed under the laws of

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

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

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

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

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

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

Executed this		day of	, 20
ATTEST:	, Secretary	[Parent Issuer] (Comp By: Name: Title: Date:	
CORPORATE SEAL			
ATTEST:	, Secretary	[Subsidiary Issuer] (C By: Name: Title: Date:	
CORPORATE SEAL			
ATTEST: CORPORATE SEAL	_ , Secretary	[Subsidiary Issuer 3] By: Name: Title: Date:	
ATTEST:	_ , Secretary	Government National By: Name: Title: Date:	
CORPORATE SEAL			

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CROSS-DEFAULT AGREEMENT

This CROSS-DEFAU	JLT AGREEMENT is entered into on this day of,
20, by and between the G	OVERNMENT NATIONAL MORTGAGE ASSOCIATION, a body
corporate organized and exist	ing under the laws of the United States within the Department of Housing
and Urban Development (her	einafter "Ginnie Mae"), [Subsidiary Issuer 1], a corporation or organization
formed under the laws of	, [Subsidiary Issuer 2], a corporation or organization formed
under the laws of	, [Subsidiary Issuer 3], a corporation or organization formed under
the laws of	_, and [Subsidiary Issuer 4], a corporation or organization formed under the
laws of	<u>_</u> .
WHEREAS, each of	[Subsidiary Issuer 1], [Subsidiary Issuer 2], and [Subsidiary Issuer 3] is a

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

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

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

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

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

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

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

CORPORATE SEAL

Date: 10/01/07 Form 8-2 Appendix I-4

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

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

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

CROSS-DEFAULT AGREEMENT

This CROSS-DEFAULT A	AGREEMENT is entered into on this day of,
20, by and between the GOVE	RNMENT NATIONAL MORTGAGE ASSOCIATION, a body
corporate organized and existing u	nder the laws of the United States within the Department of Housing
and Urban Development (hereinafi	ter "Ginnie Mae"), [Subsidiary Issuer 1], a corporation or organization
formed under the laws of	, [Subsidiary Issuer 2], a corporation or organization formed
under the laws of	, [Subsidiary Issuer 3], a corporation or organization formed under
the laws of, and	I [Subsidiary Issuer 4], a corporation or organization formed under the
laws of	
WHEREAS, [Subsidiary I	ssuer 1] is a Ginnie Mae Issuer in good standing and has entered into

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

WHEREAS, each of [Subsidiary Issuer 2], [Subsidiary Issuer 3], and [Subsidiary Issuer 4] has applied to Ginnie Mae for approval as a Ginnie Mae Issuer and may enter into one or more Guaranty Agreements with Ginnie Mae pursuant to the Ginnie Mae MBS Program;

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

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

1. <u>Issuer</u>	Approval. Ginnie Mae approves [Subsidiary Issuer 2] as a Ginnie Mae Issuer and
assigns it Issuer numbe	er, approves [Subsidiary Issuer 3] as a Ginnie Mae Issuer and assigns it
Issuer number	, and approves [Subsidiary Issuer 4] as a Ginnie Mae Issuer and assigns it Issuer
number	

2. <u>Cross-default</u>. [Subsidiary Issuer 1], [Subsidiary Issuer 2], [Subsidiary Issuer 3], and [Subsidiary Issuer 4] (each a "Subsidiary") agree that any event of default by one Subsidiary pursuant to

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

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

Executed this		day of	, 20
ATTEST:		[Subsidiary Issu	uer 1] (Company Name)
	G	Name:	
	_ , Secretary		
		Date:	
CORPORATE SEAL			
ATTEST:		[Subsidiary Issu	uer 2] (Company Name)
		D.,,	
	_ , Secretary	Title:	
	_ ,~	Date:	
CORPORATE SEAL			
ATTEST:		[Subsidiary Issu	uer 3] (Company Name)
		By:	
	_ , Secretary	Title:	
		Date:	
CORPORATE SEAL			

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

GINNIE MAE 5500.3, REV. 1

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

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

CORPORATE SEAL

OMB No. 2503-0033 (Exp. 05/31/2016)

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

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

CROSS-DEFAULT AGREEMENT

This CROSS-DEFAULT AG	GREEMENT is entered into on this	day of,
20, by and between the GOVERN	NMENT NATIONAL MORTGAGI	E ASSOCIATION, a body
corporate organized and existing under	er the laws of the United States with	hin the Department of Housing
and Urban Development (hereinafter	"Ginnie Mae"), [Subsidiary Issuer	1], a corporation or organization
formed under the laws of	, [Subsidiary Issuer 2], a con	poration or organization formed
under the laws of,	, and [Subsidiary Issuer 3], a corpor	ration or organization formed
under the laws of		

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

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

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

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

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

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

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

OMB No. 2503-0033 (Exp. 05/31/2016)

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

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CROSS-DEFAULT AGREEMENT

This CROSS-DEFAULT A	GREEMENT is entered into on this _	day of,
20, by and between the GOVEF	RNMENT NATIONAL MORTGAGE	ASSOCIATION, a body
corporate organized and existing un	nder the laws of the United States within	n the Department of Housing
and Urban Development (hereinafte	er "Ginnie Mae"), [Subsidiary Issuer 1]], a corporation or organization
formed under the laws of	, [Subsidiary Issuer 2], a corp	oration or organization formed
under the laws of	_, [Subsidiary Issuer 3], a corporation	or organization formed under
the laws of, [Sul	bsidiary Issuer 4], a corporation or orga	anization formed under the laws
of, and [Subsidi	ary Issuer 5], a corporation or organiza	tion formed under the laws of

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

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

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

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

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

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

Executed this	(day of	, 20
ATTEST:		[Subsidiary Issuer 1] (C	ompany Name)
		Ву:	
	G .	Name:	
	_ , Secretary	Title: Date:	
		Datc	
CORPORATE SEAL			
ATTEST:		[Subsidiary Issuer 2] (C	ompany Name)
		Ву:	
		Name:	
	_ , Secretary	Title:	
		Date:	
CORPORATE SEAL			
ATTEST:		[Subsidiary Issuer 3] (C	ompany Name)
		Ву:	
		Name:	
	_ , Secretary	Title:	
		Date:	
CORPORATE SEAL			

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

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

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