

**GINNIE MAE MULTICLASS SECURITIES PROGRAM  
PARTICIPANT CERTIFICATION AND AGREEMENT**

*Please select Participant role:*

Sponsor     Co-Sponsor     Trust Counsel     Co-Trust Counsel     Accountant

The undersigned declares to the Government National Mortgage Association (“Ginnie Mae”) that the following representations are true, correct and complete.

1. Neither the undersigned, any affiliate of the undersigned that will be a party to the Ginnie Mae Multiclass Securities Program agreements (together with the undersigned, a “Participant”), nor any officer, partner, or professional employed by a Participant and who will work on the Ginnie Mae Multiclass Securities Program (each an “Individual”) has 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 affects the present responsibility of the Individual.

2. Neither a Participant nor any Individual is currently suspended or debarred by any state or federal government agency.

3. \_\_\_\_\_ (*Participant’s Company Legal Name*) is permitted under applicable law or regulation to perform the services or act in the capacity for which it is applying to participate in the Multiclass Securities Program.

4. \_\_\_\_\_ (*Participant’s Company Legal Name*) confirms that it possesses the knowledge of and the necessary capabilities to participate in the Multiclass Securities Program in the capacity for which it is applying.

5. Each Participant has disclosed all adverse actions by state and federal agencies and government sponsored enterprises, including without limitation voluntary and non-voluntary terminations, defaults, fines and agency findings of material non-compliance or non-conformance with agency rules and policies indicating a lack of business integrity that seriously and directly affects the present responsibility of the Participant.

6. Each Participant agrees to report an event that would require a change in this Certification and Agreement and/or a change in control within 30 days of its occurrence. In a merger, acquisition, division, issuance of securities, sale or other business combination where the control of an original Participant has changed materially, the surviving party shall demonstrate to Ginnie Mae’s satisfaction its qualification to act as a Participant and its ability and agreement to assume all previously incurred obligations and liabilities of the original Participant to Ginnie Mae.

7. The staff biographies, list of CMO/multiclass deals, list of adverse actions (if applicable), proof of MWOB, MWOLF or Service-Disabled VOSB (if applicable) and audited financial statements (if applicable) provided to Ginnie Mae are true and accurate.

8. I am a duly authorized officer, partner or other duly authorized signatory of \_\_\_\_\_ (*Participant's Company Legal Name*) on behalf of which I have the authority to execute this Certification and Agreement.

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\_\_\_\_\_ (*Participant's Company Legal Name*) has caused this instrument to be duly executed on its behalf, by its duly authorized officer this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

(Signing Participant's Name)

By: \_\_\_\_\_ (Executor Signature)

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

Its: \_\_\_\_\_ (Title of Executor)