# 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

## CROSS-DEFAULT AGREEMENT

CROSS DEL MOET MOREEMENT
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 organized under the laws of, and [Subsidiary Issuer 2], a corporation organized under the laws of
WHEREAS, [Subsidiary Issuer 1] is a Ginnie Mae issuer in good standing and has entered into one or more Guaranty Agreements (each, a "Guaranty Agreement"), pursuant to the Ginnie Mae MBS Program, or Contractual Agreements (each, a "Contractual Agreement"), pursuant to the Ginnie Mae II MBS Program, with Ginnie Mae and may enter into additional Guaranty Agreements with Ginnie Mae pursuant to the Ginnie Mae MBS Program;
WHEREAS, [Subsidiary Issuer 2] has applied to Ginnie Mae for approval as a Ginnie Mae issuer and may enter into one or more Guaranty Agreements with Ginnie Mae pursuant to the Ginnie Mae MBS Program;
WHEREAS, Ginnie Mae requires that when related entities are qualified to serve as Ginnie Mae issuers at the same time with separate issuer numbers, those entities must provide Ginnie Mae with additional financial assurances and protections;
NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:
1. <u>Issuer Approval</u> . Ginnie Mae approves [Subsidiary Issuer 2] as a Ginnie Mae issuer and assigns it issuer number
<ol> <li>Cross-default. [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 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.</li> <li>Amendments to Guaranty Agreements. This Cross-Default Agreement shall constitute an</li> </ol>
5. Amendments to Quaranty 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:	, Secretary	[Subsidiary Issuer 2] (Company Name)  By: Name: Title: Date:
CORPORATE SEAL		
ATTEST:		Government National Mortgage Association
	, Secretary	By:

Date: 07/01/03 Form 1-2 Appendix I-4

## 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 organized under the laws of, and [Subsidiary Issuer 2], a corporation organized under the laws of
WHEREAS, each of [Subsidiary Issuer 1] and [Subsidiary Issuer 2] has applied to Ginnie Mae for approval as a Ginnie Mae issuer and may enter into one or more Guaranty Agreements (each a "Guaranty Agreement") with Ginnie Mae pursuant to the Ginnie Mae MBS Program;
WHEREAS, Ginnie Mae requires that when related entities are qualified to serve as Ginnie Maissuers at the same time with separate issuer numbers, those entities must provide Ginnie Mae with additional financial assurances and protections;
NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:
1. <u>Issuer Approval</u> . Ginnie Mae approves [Subsidiary Issuer 1] as a Ginnie Mae issuer an 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 and custodial accounts of both Subsidiari 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.

Amendments to Guaranty Agreements. 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)
	_ , Secretary	By: Name: Title: Date:
CORPORATE SEAL		
ATTEST:		[Subsidiary Issuer 2] (Company Name)
	_ , Secretary	By: Name: Title: Date:
CORPORATE SEAL		
ATTEST:		Government National Mortgage Association
	_ , Secretary	By: Name: Title: Date:

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

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

Date: 07/01/03 Form 3-2 Appendix I-4

CROSS-DEFAULT AGREEMENT
This CROSS-DEFAULT AGREEMENT is entered into on this day 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 and custodial accounts of the 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

Date: 07/01/03 Form 4-1 Appendix I-4

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.

3.

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

Executed this	day	of	20
ATTEST:	etary	[Subsidiary Issuer 1] (Cor By: Name: Title:	
CORPORATE SEAL		Date:	
ATTEST:, Secr	etary	[Subsidiary Issuer 2] (Cor By: Name: Title: Date:	
CORPORATE SEAL			
ATTEST: , Secr	etary	[Subsidiary Issuer 3] (Cor By: Name: Title: Date:	
CORPORATE SEAL			
ATTEST:		Government National Mo	
, Secr	retary	Name: Title: Date:	

#### **CROSS-DEFAULT AGREEMENT**

This CROS	S-DEFAULT AGREEMENT is entered into on this day of,
20, by and betw	een 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 Develop	ment (hereinafter "Ginnie Mae"), [Subsidiary Issuer 1], a corporation organized unde
the laws of	, and [Subsidiary Issuer 2], a corporation organized under the laws of

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

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

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

- 1. <u>Cross-default</u>. [Subsidiary Issuer 1] and [Subsidiary Issuer 2] (each a "Subsidiary") agree that any event of default by one Subsidiary pursuant to any Guaranty Agreement or Contractual Agreement to which it is a party shall constitute an event of default by the other Subsidiary under each Guaranty Agreement or Contractual Agreement to which it is a party. Such a cross-default shall entitle Ginnie Mae to perfect its rights in all of the pooled mortgages 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 CORPORATE SEAL	By:
ATTEST: , Secretar	[Subsidiary Issuer 2] (Company Name)  By: Name: Title: Date:
CORPORATE SEAL	
ATTEST:, Secretar	Government National Mortgage Association  By: Name: Title:
, Secretary	Date:

## CROSS-DEFAULT AGREEMENT

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

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

Date: 07/01/03 Form 6-2 Appendix I-4

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

- 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 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:		[Parent Issuer] (Company Name)  By:
	_ , Secretary	Name: Title: Date:
CORPORATE SEAL		
ATTEST:	_ , Secretary	[Subsidiary Issuer] (Company Name)  By: Name: Title: Date:
CORPORATE SEAL		
ATTEST:		[Subsidiary Issuer 3] (Company Name)  By: Name:
	, Secretary	Title: Date:
CORPORATE SEAL		
ATTEST:		Government National Mortgage Association
	, Secretary	By:
CORPORATE SEAL		

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 organized under the laws of, [Subsidiary Issuer 2], a corporation organized under the laws of, [Subsidiary Issuer 3], a corporation organized under the laws of,
and [Subsidiary Issuer 4], a corporation organized 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, [Subsidiary Issuer 4] has applied to Ginnie Mae for approval as a Ginnie Mae issuer and may enter into one or more Guaranty Agreements with Ginnie Mae pursuant to the Ginnie Mae MBS Program;
WHEREAS, Ginnie Mae requires that when related entities are qualified to serve as Ginnie Mae issuers at the same time with separate issuer numbers, those entities must provide Ginnie Mae with additional financial assurances and protections;
NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:
1. <u>Issuer Approval</u> . Ginnie Mae approves [Subsidiary Issuer 4] as a Ginnie Mae issuer and assigns it issuer number
2. <u>Cross-default.</u> [Subsidiary Issuer 1], [Subsidiary Issuer 2], [Subsidiary Issuer 3], and [Subsidiary Issuer 4] (each a "Subsidiary") agree that any event of default by one Subsidiary pursuant to any Guaranty Agreement or Contractual Agreement to which it is a party shall constitute an event of default by each of the other three Subsidiaries under each Guaranty Agreement or Contractual Agreement to which it is a party. Such a cross-default shall entitle Ginnie Mae to perfect its rights in all of the pooled 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 ar 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.

, Secretary	[Subsidiary Issuer 1] (Company Name)  By:
	Name: Title: Date:  [Subsidiary Issuer 2] (Company Name)  By: Name: Title:
	Name: Title: Date:  [Subsidiary Issuer 2] (Company Name)  By: Name: Title:
	Title: Date:  [Subsidiary Issuer 2] (Company Name)  By: Name: Title:
_ , Secretary	Date: [Subsidiary Issuer 2] (Company Name)  By: Name: Title:
_ , Secretary	By: Name: Title:
, Secretary	By: Name: Title:
, Secretary	Name:Title:
_ , Secretary	Name: Title:
, Secretary	Title:
	Date:
	[Subsidiary Issuer 3] (Company Name)
	[Substituty Issuer 5] (Company Nume)
	By:
	Name:
, Secretary	Title:
	Date:
	[Subsidiary Issuer 4] (Company Name)
	By:
Secretary	Name:
_ , Secretary	Title: Date:
	Government National Mortgage Associatio
	By:
Secretary	Name:
_, Secretary	Title: Date:
	_ , Secretary

This CROSS-DEFAULT AGREEMENT is entered into on this day of
WHEREAS, [Subsidiary Issuer 1] is a Ginnie Mae issuer in good standing and has entered into one or more Guaranty Agreements (each, a "Guaranty Agreement"), pursuant to the Ginnie Mae MBS Program, or Contractual Agreements (each, a "Contractual Agreement"), pursuant to the Ginnie Mae II MBS Program, with Ginnie Mae and may enter into additional Guaranty Agreements with Ginnie Mae pursuant to the Ginnie Mae MBS Program;
WHEREAS, each of [Subsidiary Issuer 2], [Subsidiary Issuer 3], and [Subsidiary Issuer 4] has applied to Ginnie Mae for approval as a Ginnie Mae issuer and may enter into one or more Guaranty Agreements with Ginnie Mae pursuant to the Ginnie Mae MBS Program;
WHEREAS, Ginnie Mae requires that when related entities are qualified to serve as Ginnie Mae issuers at the same time with separate issuer numbers, those entities must provide Ginnie Mae with additional financial assurances and protections;
NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:
1. <u>Issuer Approval</u> . Ginnie Mae approves [Subsidiary Issuer 2] as a Ginnie Mae issuer and assigns it issuer number, approves [Subsidiary Issuer 3] as a Ginnie Mae issuer and assigns it issuer number, and approves [Subsidiary Issuer 4] as a Ginnie Mae issuer and assigns it issuer number
2. <u>Cross-default</u> . [Subsidiary Issuer 1], [Subsidiary Issuer 2], [Subsidiary Issuer 3], and [Subsidiary Issuer 4] (each a "Subsidiary") agree that any event of default by one Subsidiary pursuant to any Guaranty Agreement or Contractual Agreement to which it is a party shall constitute an event of default by each of the other three Subsidiaries under each Guaranty Agreement or Contractual Agreement to which it is a party. Such a cross-default shall entitle Ginnie Mae to perfect its rights in all of the pooled mortgages 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 affective from the date hereof until otherwise terminated by the written agreement of the parties hereto.

Executed this		day of	, 20
ATTEST:  CORPORATE SEAL	_ , Secretary	By: Name: Title:	ssuer 1] (Company Name)
ATTEST:  CORPORATE SEAL	_ , Secretary	By: Name: Title:	ssuer 2] (Company Name)
ATTEST:  CORPORATE SEAL	_ , Secretary	By: Name: Title:	ssuer 3] (Company Name)
ATTEST:  CORPORATE SEAL	_ , Secretary	By: Name: Title:	ssuer 4] (Company Name)

Date: 07/01/03 Form 9-2 Appendix I-4

ATTEST:		Government National Mortgage Association
	, Secretary	By: Name: Title: Date:
CORPORATE SEAL		

#### 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 organized und	eı
the laws of, [Subsidiary Issuer 2], a corporation organized under the laws of	
, and [Subsidiary Issuer 3], a corporation organized 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 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.

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

Date: 07/01/03 Form 10-2 Appendix I-4

## 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 organized under
the laws of, [Subsidiary Issuer 2], a corporation organized under the laws of
, [Subsidiary Issuer 3], a corporation organized under the laws of,
[Subsidiary Issuer 4], a corporation organized under the laws of, and [Subsidiary Issuer 5], a corporation organized under the laws of
WHEREAS, each of [Subsidiary Issuer 1], [Subsidiary Issuer 2], [Subsidiary Issuer 3], and [Subsidiary Issuer 4] is a Ginnie Mae issuer in good standing and has entered into one or more Guaranty Agreements (each, a "Guaranty Agreement"), pursuant to the Ginnie Mae MBS Program, or Contractual Agreements (each, a "Contractual Agreement"), pursuant to the Ginnie Mae II MBS Program, with Ginnie Mae and may enter into additional Guaranty Agreements with Ginnie Mae pursuant to the Ginnie Mae MBS Program;
WHEREAS, [Subsidiary Issuer 5] has applied to Ginnie Mae for approval as a Ginnie Mae issuer and may enter into one or more Guaranty Agreements with Ginnie Mae pursuant to the Ginnie Mae MBS Program;
WHEREAS, Ginnie Mae requires that when related entities are qualified to serve as Ginnie Mae issuers at the same time with separate issuer numbers, those entities must provide Ginnie Mae with additional financial assurances and protections;
NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:
1. <u>Issuer Approval</u> . Ginnie Mae approves [Subsidiary Issuer 5] as a Ginnie Mae issuer and assigns it issuer number
2. <u>Cross-default.</u> [Subsidiary Issuer 1], [Subsidiary Issuer 2], [Subsidiary Issuer 3], [Subsidiary Issuer 4], and [Subsidiary Issuer 5] (each a "Subsidiary") agree that any event of default by one Subsidiary pursuant to any Guaranty Agreement or Contractual Agreement to which it is a party shall 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 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:  CORPORATE SEAL	, Secretary	By: Name: Title:	Issuer 1] (Company Name)
ATTEST:  CORPORATE SEAL	, Secretary	By: Name: Title:	Issuer 2] (Company Name)
ATTEST:  CORPORATE SEAL	, Secretary	By: Name: Title:	Issuer 3] (Company Name)
ATTEST:	, Secretary	By: Name: Title:	Issuer 4] (Company Name)

Date: 07/01/03 11-2 Appendix I-4

ATTEST:		[Subsidiary Issuer 5] (Company Name)
	, Secretary	By: Name: Title: Date:
CORPORATE SEAL		
ATTEST:		Government National Mortgage Association
<u>.                                    </u>	, Secretary	By: Name: Title: Date:
CORPORATE SEAL		