

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

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. Issuer Approval. Ginnie Mae approves [Subsidiary Issuer 2] as a Ginnie Mae issuer and assigns it issuer number _____.
2. 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.
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: _____
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: _____

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 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 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. Issuer Approval. 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. 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.

3. 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: _____

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], a corporation organized under the laws of _____, and [Parent Issuer], a corporation organized under the laws of _____.

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

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

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

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

1. Issuer Approval. Ginnie Mae approves [Parent Issuer] as a Ginnie Mae issuer and assigns it issuer number _____.
2. Cross-default. [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. Amendments to Guaranty Agreements. This Cross-Default Agreement shall constitute an amendment to each existing Guaranty Agreement or Contractual Agreement and to each future Guaranty Agreement between Ginnie Mae and one of the Issuers. This Cross-Default Agreement shall be effective 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: _____
Name: _____
Title: _____
Date: _____

CORPORATE SEAL

ATTEST:

[Parent Issuer] (Company Name)

_____, Secretary

By: _____
Name: _____
Title: _____
Date: _____

CORPORATE SEAL

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 under 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] 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. Issuer Approval. Ginnie Mae approves [Subsidiary Issuer 3] as a Ginnie Mae issuer and assigns it issuer number _____.
2. Cross-default. [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.
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: _____
Name: _____
Title: _____
Date: _____

CORPORATE SEAL

ATTEST:

[Subsidiary Issuer 2] (Company Name)

_____, Secretary

By: _____
Name: _____
Title: _____
Date: _____

CORPORATE SEAL

ATTEST:

[Subsidiary Issuer 3] (Company Name)

_____, Secretary

By: _____
Name: _____
Title: _____
Date: _____

CORPORATE SEAL

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 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] 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. 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.

2. 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: _____
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: _____

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], a corporation organized under the laws of _____, and [Parent Issuer], a corporation organized 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. Cross-default. [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. Amendments to Guaranty Agreements. This Cross-Default Agreement shall constitute an amendment to each existing Guaranty Agreement or Contractual Agreement and to each future Guaranty Agreement between Ginnie Mae and one of the Issuers. This Cross-Default Agreement shall be effective 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: _____
Name: _____
Title: _____
Date: _____

CORPORATE SEAL

ATTEST:

[Parent Issuer] (Company Name)

_____, Secretary

By: _____
Name: _____
Title: _____
Date: _____

CORPORATE SEAL

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”), [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. Issuer Approval. Ginnie Mae approves [Subsidiary Issuer] as a Ginnie Mae issuer and assigns it issuer number _____.
2. Cross-default. [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. Amendments to Guaranty Agreements. This Cross-Default Agreement shall constitute an amendment to each existing Guaranty Agreement or Contractual Agreement and to each future Guaranty Agreement between Ginnie Mae and one of the Issuers. This Cross-Default Agreement shall be effective 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)

_____, Secretary

By: _____
Name: _____
Title: _____
Date: _____

CORPORATE SEAL

ATTEST:

[Subsidiary Issuer] (Company Name)

_____, Secretary

By: _____
Name: _____
Title: _____
Date: _____

CORPORATE SEAL

ATTEST:

[Subsidiary Issuer 3] (Company Name)

_____, Secretary

By: _____
Name: _____
Title: _____
Date: _____

CORPORATE SEAL

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 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. Issuer Approval. Ginnie Mae approves [Subsidiary Issuer 4] as a Ginnie Mae issuer and assigns it issuer number _____.
2. Cross-default. [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. 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: _____
Name: _____
Title: _____
Date: _____

CORPORATE SEAL

ATTEST:

[Subsidiary Issuer 2] (Company Name)

_____, Secretary

By: _____
Name: _____
Title: _____
Date: _____

CORPORATE SEAL

ATTEST:

[Subsidiary Issuer 3] (Company Name)

_____, Secretary

By: _____
Name: _____
Title: _____
Date: _____

CORPORATE SEAL

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

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 _____, and [Subsidiary Issuer 4], 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, 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. Issuer Approval. 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. Cross-default. [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. 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: _____
Name: _____
Title: _____
Date: _____

CORPORATE SEAL

ATTEST:

[Subsidiary Issuer 2] (Company Name)

_____, Secretary

By: _____
Name: _____
Title: _____
Date: _____

CORPORATE SEAL

ATTEST:

[Subsidiary Issuer 3] (Company Name)

_____, Secretary

By: _____
Name: _____
Title: _____
Date: _____

CORPORATE SEAL

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

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 _____, 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. Cross-default. [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. 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: _____
Name: _____
Title: _____
Date: _____

CORPORATE SEAL

ATTEST:

[Subsidiary Issuer 2] (Company Name)

_____, Secretary

By: _____
Name: _____
Title: _____
Date: _____

CORPORATE SEAL

ATTEST:

[Subsidiary Issuer 3] (Company Name)

_____, Secretary

By: _____
Name: _____
Title: _____
Date: _____

CORPORATE SEAL

ATTEST:

Government National Mortgage Association

_____, Secretary

By: _____
Name: _____
Title: _____
Date: _____

CORPORATE SEAL

FORM 11

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. Issuer Approval. Ginnie Mae approves [Subsidiary Issuer 5] as a Ginnie Mae issuer and assigns it issuer number _____.
2. Cross-default. [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. 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: _____
Name: _____
Title: _____
Date: _____

CORPORATE SEAL

ATTEST:

[Subsidiary Issuer 2] (Company Name)

_____, Secretary

By: _____
Name: _____
Title: _____
Date: _____

CORPORATE SEAL

ATTEST:

[Subsidiary Issuer 3] (Company Name)

_____, Secretary

By: _____
Name: _____
Title: _____
Date: _____

CORPORATE SEAL

ATTEST:

[Subsidiary Issuer 4] (Company Name)

_____, Secretary

By: _____
Name: _____
Title: _____
Date: _____

CORPORATE SEAL

ATTEST:

[Subsidiary Issuer 5] (Company Name)

_____, Secretary

By: _____
Name: _____
Title: _____
Date: _____

CORPORATE SEAL

ATTEST:

Government National Mortgage Association

_____, Secretary

By: _____
Name: _____
Title: _____
Date: _____

CORPORATE SEAL