

Electronic Data Interchange System Agreement

This Electronic Data Interchange System Agreement (the "Agreement") is made by and between the Government National Mortgage Association ("Ginnie Mae"), a corporation within the United States Department of Housing and Urban Development, with an office at 451 Seventh Street, S.W., Washington, D.C. 20410 and _____ (the "Issuer"), a _____ corporation, with offices at _____.

RECITALS

Ginnie Mae and the Issuer desire to facilitate the electronic exchange of information by electronically transmitting and receiving data in agreed formats in substitution for conventional paper-based documents. As used in this Agreement, electronic data interchange ("EDI") includes the GinnieNET System as well as other systems used by Ginnie Mae and its Issuers for various purposes, including but not limited to, the pooling of mortgages as security for Ginnie Mae guaranteed Mortgage-Backed Securities ("MBS") and investor reporting. Such EDI transmissions shall be accomplished by electronically transmitting and receiving data in agreed formats via the telecommunications options and methods specified by the appropriate Ginnie Mae MBS Guide(s).

The use of EDI is mutually beneficial to Ginnie Mae and the Issuer, and both parties intend for all such transactions that comply with applicable requirements to be legally binding, valid and enforceable. This Agreement prescribes the general procedures and policies to be followed when using EDI to transmit and receive information in lieu of using paper documents normally associated with or required to create Ginnie Mae MBS, for investor reporting, or for other purposes or transactions.

NOW THEREFORE, the parties, intending to be legally bound agree as follows:

Section 1. Prerequisites

1.1 Documents: Standards. Ginnie Mae or its designated agent and the Issuer or its agent, so long as such agent is approved by Ginnie Mae, may electronically transmit to or receive from each other various documents and acknowledgements ("Documents"). Transmissions of data or documents that comply with the requirements of the Ginnie Mae Mortgage-Backed Securities Guides ("Ginnie Mae MBS Guides") and the Ginnie Mae Guaranty or Contractual Agreement shall have the same force and effect as paper-based documents executed by the parties. Any EDI transmission of data or Documents that does not comply with the requirements of the Ginnie Mae MBS Guides, Ginnie Mae's guaranty and its obligations under the Guaranty or Contractual Agreement shall not take effect. All Documents shall be transmitted in accordance with the standards set forth in the Ginnie Mae MBS Guides.

1.2 Document EDI Transmission. Documents shall be transmitted utilizing one of the telecommunications options described in the Ginnie Mae MBS Guides, directly or through a third party service provider ("Provider") as specified by Ginnie Mae or its designated agent. The Issuer shall be responsible for the costs of any Provider, unless otherwise set forth in the Ginnie Mae MBS Guides. Ginnie Mae does not waive this provision by providing Issuers with complimentary Document Transmission for any period of time. Ginnie Mae shall not be liable for the acts or omissions of the Provider while transmitting, receiving, storing or handling Documents, or performing related activities, for either party.

1.3 System Operations. Each party, at its own expense, shall provide and maintain its own equipment, software, services and testing necessary to effectively and reliably transmit and receive Documents. Issuers shall provide and maintain such equipment, software or services as may be necessary to effectively and reliably transmit and receive documents.

1.4 System Changes. The Issuer shall not make any changes in systems operations which impair the mutual capabilities of the parties to communicate as contemplated by this Agreement. Ginnie Mae shall have the sole authority and discretion to make all necessary system changes. All such system changes by Ginnie Mae shall be made within appropriate and reasonable time periods.

1.5 Security Procedures. Issuers shall properly use security procedures, including those specified in the Ginnie Mae MBS Guides to ensure that all EDI transmissions of Documents are authorized and to protect the EDI transmissions and data from improper access. The Issuer has an affirmative obligation to maintain the security and integrity of the EDI transmissions.

1.6 Record Storage. Issuers shall store and retain records of the Documents transmitted under this Agreement in compliance with generally accepted mortgage banking and MBS industry standards and any requirements as may be specified by Ginnie Mae in the Ginnie Mae MBS Guides.

1.7 Signatures. The Issuer shall adopt as its signature the electronic identification(s), of the type and in the manner that Ginnie Mae, in its discretion, directs, to be used by one or more persons with the actual and apparent authority of the Issuer and attached to or contained in each Document transmitted by the Issuer ("Signatures"). Each party agrees that any Signature shall be sufficient to verify that the Issuer originated such Document.

1.8 Definitions.

Documents: Any and all electronic files and media containing information transmitted or submitted to Ginnie Mae, its designated agent, the Issuer, or the Issuer's agents via EDI transmissions.

GinnieNET: Ginnie Mae's electronic MBS pool submission computer network system maintained by Ginnie Mae's PPA and detailed in the appropriate Ginnie Mae MBS Guides.

GinnieNET Guides: Part of the Ginnie Mae MBS Guides, containing information on requirements for issuers and document custodians using Ginnie Mae's electronic MBS pool submission computer network system, as amended from time to time. These can be obtained from Ginnie Mae's PPA.

Ginnie Mae's Pool Processing Agent ("PPA"): Ginnie Mae's agent for the processing of MBS pools responsible for maintaining the GinnieNET system.

Ginnie Mae MBS Guides: Handbooks GNMA 5500.1, 5500.2, and Guides covering Ginnie Mae EDI requirements, as amended from time to time.

Guaranty or Contractual Agreement: The agreement which details the relationship and obligations created between an Issuer and Ginnie Mae as guarantor of the MBS.

Issuer: An approved participant in the Ginnie Mae MBS programs that has entered into a Guaranty or Contractual Agreement with Ginnie Mae, for purposes of issuing MBS.

Schedule of Subscribers and Ginnie Mae Guaranty/Contractual Agreement: The document to be electronically signed by the Issuer and submitted via GinnieNET necessary to create the new Ginnie Mae MBS. This document incorporates the terms of the Guaranty or Contractual Agreement and the provisions of the Ginnie Mae MBS Guides.

1.9 Reference. This Agreement, in addition to the terms and conditions contained herein, shall be controlled by the terms and conditions of the following documents:

1. the Guaranty or Contractual Agreement between Ginnie Mae and the Issuer and the Schedule of Subscribers and Ginnie Mae Guaranty/Contractual Agreement;
2. the Ginnie Mae MBS Guides;
3. Title III of the National Housing Act (12 U.S.C. 1716 et seq.) and Ginnie Mae's regulations (24 C.F.R. Part 300 et seq.); and

Section 2. EDI Transmissions.

2.1 Proper Receipt. Documents shall not be deemed to have been received by Ginnie Mae until accessible to Ginnie Mae or its designated agent.

2.2 Verification. The Issuer shall have the ability to verify receipt of a Document by Ginnie Mae and its designated agent through the inquiry function of the electronic tracking ability of the EDI transmission. The Issuer may also use the inquiry function to verify receipt of Documents by,

among other entities, the Issuer's Document Custodian, to ascertain pool certification status, and receipt of the Document by Ginnie Mae's designated agent.

2.3 Acceptance. For EDI transmissions related to pool submissions, no Document shall be deemed accepted by Ginnie Mae unless and until the PPA, if so authorized by Ginnie Mae, issues and releases corresponding MBS to the Issuer or its assignee. Mere receipt of a Document by Ginnie Mae or the PPA shall not create any liability or obligation on the part of Ginnie Mae or the PPA unless and until the PPA notifies the Issuer that the submitted Document has been accepted and the corresponding MBS have been issued and released in accordance with the preceding sentence.

2.4 Garbled or Failed EDI Transmissions. If any transmitted Document is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party (if identifiable from the received Document) in a reasonable manner. If the originating party cannot be identified, no notice will be required. The Issuer bears the risk of any system failures that result in failed or garbled EDI transmissions. The Issuer must resubmit any failed or garbled transmission in order for a Document to be effective.

Section 3. Transaction Terms.

3.1 Terms and Conditions. For EDI transmissions related to pool submissions, this Agreement is to be considered part of the Guaranty or Contractual Agreement between Ginnie Mae and the Issuer. In the absence of any other written agreement applicable to any transaction made pursuant to this Agreement, such transaction (and any related communication) also shall be subject to those terms and conditions included in the Ginnie Mae MBS Guides. For EDI transmissions related to other transactions, this Agreement is to be considered part of the transaction between Ginnie Mae and the Issuer or the Issuer's agent.

3.2 Confidentiality. No information contained in any Document or otherwise exchanged between the parties shall be considered confidential, except as provided in Section 1.5, by written agreement between the parties or by applicable law.

3.3 Validity: Enforceability.

3.3.1 This Agreement has been executed by the parties to evidence their mutual intent to create binding obligations, subject to the requirements and conditions stated herein and in the Guaranty or Contractual Agreements between them, and the Ginnie Mae MBS Guides.

3.3.2 Any Document properly transmitted pursuant to this Agreement shall be considered, in connection with any transaction, any other written agreement described in Section 3.1, or this Agreement, to be a "writing" or "in writing". Any Document when containing, or to which there is affixed, a Signature ("Signed Document") shall be deemed for all purposes (a) to have been "signed" and (b) to constitute an "original" when printed from electronic files and records established and maintained by either party in the normal course of business.

3.3.3 Any Document properly submitted pursuant to this agreement, in connection with any transaction, shall be deemed for all purposes to have been notarized and submitted under the Issuer's proper corporate seal.

3.3.4 The Issuer agrees not to contest the validity or enforceability of Signed Documents properly received, under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. The Issuer expressly waives any right to object to the validity of a transaction solely on the grounds that communication between Ginnie Mae and the Issuer occurred through the use of EDI technology. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

3.3.5 Each Signed Document shall constitute a statement made to the United States Government for purposes of Titles 18 and 31 of the United States Code and 24 C.F.R. Part 28.

Section 4. Miscellaneous.

4.1 Termination. With regard to pools of mortgages that the Issuer has not yet sought to form and MBS that the Issuer has not yet sought to issue, this Agreement shall remain in effect until terminated by either party in writing with notice to the other party. The termination of this Agreement shall not affect the respective obligations and rights of the parties arising under Documents which have already resulted in the issuance of MBS prior to the termination date of this Agreement. All rights of Issuer under this Agreement shall be immediately terminated upon the issuance of a letter to the Issuer by Ginnie Mae declaring the Issuer in default of its obligations under its Guaranty or Contractual Agreement with Ginnie Mae.

4.2 Severability. Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

4.3 Entire Agreement. This Agreement and the Ginnie Mae MBS Guides constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any provision of this Agreement shall be binding on either party. No obligation to enter into any Transaction and issue or approve MBS is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

4.4 Force Majeure. If standard business cannot be conducted by EDI, Ginnie Mae or the Issuer may in the event of such an emergency return to a paper based document system for processing the business Documents described in this agreement. The processing deadlines and time frames for any paper submissions shall be those previously in effect for all mortgage pool submission paper documents or as set by Ginnie Mae and its agents as appropriate in the emergency circumstance.

4.5 Limitation of Liability and Damages. Ginnie Mae shall not be liable to the Issuer for any damages, loss, cost or expense of any type whatsoever arising out of or related to use of the GinnieNET system or any other system or any delay, omission or error in electronic transmission or receipt of any Documents pursuant to this Agreement. Ginnie Mae shall not be liable to the Issuer for any damages resulting from Ginnie Mae's refusal to issue MBS for mortgage pools submitted via the GinnieNET system or for any damages or losses sustained by an Issuer, its agents or creditors resulting from Ginnie Mae's issuance of a letter finding the Issuer in default of a Guaranty or Contractual Agreement. Should the Issuer default on its obligations under a Guaranty or Contractual Agreement, the Issuer will be liable to Ginnie Mae for any damages or loss incurred by Ginnie Mae due to the Issuer's default. By entering into this Agreement, Ginnie Mae assumes no liability, duty or obligation to any person or entity who is not a party to this Agreement. There are no third party beneficiaries to this Agreement.

4.6 Effective Date. The effective date of this Agreement will be the latest of the dates shown on the signature page of this document.

4.7 Choice of Law. This Agreement shall be construed, and the rights and obligations of the parties hereunder determined, in accordance with Federal law.

4.8 Drafting Presumption. The rule of construction that agreements are to be construed against the drafter is not to be applied in construing this Agreement.

Government National Mortgage Association:

By: _____

Title: _____

Date: _____

Issuer Name: _____

Issuer Number: _____

Corporate Seal By: _____

Title: _____

Date: _____