

APPENDIX VIII-2 TRANSFER AGREEMENT

- Applicability:** Ginnie Mae I MBS Program and Ginnie Mae II MBS Program.
- Purpose:** To provide a form of agreement that may be used by a secured party that seeks a transfer of issuer responsibility to itself, or to a standby issuer, in order to enforce its security interest in the servicing rights of a defaulted issuer.
- Prepared by:** The secured party.
- Prepared in:** Three originals.
- Distribution:** The secured party must (a) have the acquiring issuer execute all three originals and (b) submit them to Ginnie Mae's Office of Mortgage-Backed Securities. Ginnie Mae will return two executed copies to the secured party, and the secured party will submit a fully executed copy to the transferee issuer.
- Instructions:** The agreement must be executed on the transferee issuer's behalf by an officer of the transferee issuer named on Resolution of Board of Directors and Certificate of Authorized Signatures, form HUD 11702.

OMB Approval No. 2503-0033 (Exp. 11/30/2008)

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The information is required by Section 306(g) of the National Housing Act or by the Ginnie Mae Handbook, 5500.3, Rev. 1. The purpose is to provide a form of agreement that may be used by a secured party that seeks a transfer of issuer responsibility to itself, or to a standby issuer, in order to enforce its security interest in the servicing rights of a defaulted issuer. The information will not be disclosed except as permitted by law.

TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT (“Agreement”), made and entered into as of this _____ day of _____, 20____ by _____, a _____, with its principal offices at _____ (the “Secured Party”), _____, a _____, with its principal offices at _____ (the “Transferee”), and the Government National Mortgage Association, a corporation organized and existing under the laws of the United States of America, with its principal office at 451 Seventh Street, S.W., Room 6100, Washington, D.C. 20410 (“Ginnie Mae”).

RECITALS

- A. Pursuant and subject to the terms of an Acknowledgment Agreement executed by the Secured Party, _____, the current issuer under the MBS Program (“Issuer”), and Ginnie Mae, dated _____ (the “Acknowledgment Agreement”), the Issuer granted to the Secured Party a security interest (“Security Interest”) in the servicing rights that Issuer has pursuant to the Ginnie Mae Contract, in the servicing of the Pooled Mortgages (the “Servicing Rights”) serviced by Issuer and for which it has issuer responsibility under the MBS Program, with such Security Interest in the Servicing Rights now being held by the Secured Party. Capitalized terms used herein without definitions shall have the respective meanings attributed to them in the Acknowledgment Agreement or in the Ginnie Mae Contract.
- B. Pursuant to the terms of the Acknowledgment Agreement, the Secured Party has submitted to Ginnie Mae, in the name of the Issuer, an application for approval of transfer of issuer responsibility to the Transferee and other documents required for such transfer, and all required fees. The Secured Party is acting pursuant to a valid Power of Attorney authorizing the Secured Party to make such Transfer Request on the Issuer’s behalf and to effect the requested transfers, a copy of which is attached hereto as Exhibit A.
- C. Ginnie Mae is willing to consent to the transfer of issuer responsibility, subject to the terms, provisions, and conditions of this Agreement, the Acknowledgment Agreement and the Ginnie Mae Contract.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Commitments of Transferee**

- (a) The Transferee hereby agrees to service the Pooled Mortgages and the securities backed thereby in accordance with the applicable provisions of the Ginnie Mae Contract, and such other requirements as Ginnie Mae might establish from time to time.
- (b) The Transferee hereby assumes all obligations that Issuer had under its Ginnie Mae Contract and must otherwise supply its own funds to meet the following obligations if funds available from servicing the Pooled Mortgages, applied according to the Ginnie Mae Contract, are insufficient to meet such obligations:
 - (1) make all required payments, as and when due, to holders of the securities backed by the Pooled Mortgages, in accordance with the Ginnie Mae Contract;
 - (2) cover and/or restore to the principal and interest custodial account any shortfalls in collections (whether past or future) for principal and interest;
 - (3) cover and/or restore to the taxes and insurance custodial account and other escrow accounts any shortfalls in collections (whether past or future) for taxes, insurance and other escrow items.
- (c) The Transferee hereby assumes responsibility for any and all obligations and liabilities to Ginnie Mae (including but not limited to liability for breach of the Ginnie Mae Contract) that arise on or after the date of transfer with regard to the Ginnie Mae Contract and the pooled mortgages.
- (d) In addition to any other events of default under the Ginnie Mae Contract, any failure of Transferee to fulfill its obligations set forth herein shall be deemed an event of default under the Ginnie Mae Contract.

2. **Joint and Several Liability.** The Secured Party and Transferee hereby assume joint and several liability with Issuer for any and all liabilities of Issuer to Ginnie Mae (including but not limited to liability for breach of the Ginnie Mae Contract) that have arisen or occurred as of the date of transfer, whether then known or discovered thereafter.

3. **Waiver of Claims and Losses.** Secured Party and Transferee each hereby agree that, immediately and automatically upon the earlier of any approval by Ginnie Mae of an application for transfer of issuer responsibility (whether interim or otherwise) or upon such actual transfer, Secured Party and Transferee shall be deemed to have released and waived any and all Claims and Losses against Ginnie Mae, whether then-existing or arising thereafter, under the Ginnie Mae Contract or otherwise, including but not limited to reimbursement or recovery of any advances made or other monies expended by Issuer, Secured Party, or Transferee, in connection with Issuer's or Transferee's having held issuer status or in connection with the servicing of the Pooled Mortgages or the securities

backed thereby, and Secured Party and Transferee hereby waive, agree and covenant not to assert or cause to be asserted, directly or indirectly, such Claims and Losses. To the extent that any provision of the Ginnie Mae Contract, or any other instrument or agreement, might be deemed to allow any such recoveries, it is superseded and deemed amended by this paragraph.

4. **Effect on Acknowledgment Agreement.** The Secured Party acknowledges that upon Ginnie Mae's approval of the transfer of issuer responsibility, the Security Interest shall be deemed extinguished, and Secured Party shall have no remaining rights under the Acknowledgment Agreement; but any and all liabilities of Secured Party, Transferee and Issuer under the Acknowledgment Agreement shall survive, as shall all rights and remedies of Ginnie Mae.
5. **Recording of Release.** Secured Party agrees, represents and warrants to Ginnie Mae that if a financing statement reflecting the Security Interest was filed, or if the Security Interest otherwise was recorded with any government recording office by Secured Party, then within five (5) business days after the effective date of the transfer of issuer responsibility, Secured Party shall file for recording, in the appropriate recording office, a full and complete release of the Security Interest, and of any other right, title or interest of Secured Party in the Pooled Mortgages, and shall give Ginnie Mae written confirmation of such filing on the date thereof.
6. **Other Provisions**
 - (a) This Transfer Agreement shall be construed under federal law.
 - (b) This Transfer Agreement shall not be assigned by Secured Party or Transferee without the prior written consent of Ginnie Mae.
 - (c) The parties agree that the rule of contract construction that ambiguities are to be construed against the drafter shall not apply to this Transfer Agreement.
 - (d) Secured Party and Transferee hereby waive, agree and covenant not to assert or cause to be asserted, directly or indirectly, any argument or position that is contrary to or inconsistent with any recital, representation, warranty, statement, undertaking, covenant, agreement or other provision of this Transfer Agreement or the Acknowledgment Agreement, and Issuer and Secured Party each shall indemnify, defend and hold harmless Ginnie Mae from any and all Claims and Losses arising out of Secured Party's or Transferee's violation of this paragraph.
 - (e) Secured Party and Transferee agree and acknowledge that any breach of this Transfer Agreement by either of them could pose a serious risk to the integrity and functioning of the MBS Program, that Ginnie Mae might not have an adequate remedy at law, and that, therefore, upon any such breach, Ginnie Mae shall be entitled to obtain injunctive relief.
 - (f) This Transfer Agreement may be amended only by agreement in writing of all parties.
 - (g) Each party and each person signing on behalf of a party, represents, agrees and acknowledges that such party or person has read and understands this Transfer

Agreement in its entirety, that such person or party intends to be legally bound by the same, and that such person or party is fully empowered and has authority to execute this Transfer Agreement. Each of the parties has duly authorized the execution of this Agreement, and all other acts have been performed to make this Agreement the valid, binding, and legal obligations and undertakings of the parties.

- (h) The recitals of this Transfer Agreement are part of the agreement and are binding on the parties hereto. The section and paragraph headings are merely for convenience and shall not be deemed to change the meaning of the text.
- (i) The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- (j) This Agreement may be executed in any number of counterparts and by each party hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Secured Party and Transferee have executed this Agreement as of the date first above written.

SECURED PARTY:

By: _____

Print Name: _____

Title: _____

TRANSFEE:

By: _____

Print Name: _____

Title: _____

GOVERNMENT NATIONAL MORTGAGE

ASSOCIATION:

By: _____

Print Name: _____

Title: _____