

2013-0045

THE CITY AND COUNTY OF DENVER, COLORADO

(THE "ISSUER")

AND

**HOUSING AND DEVELOPMENT SERVICES, INC. D/B/A
EHOUSINGPLUS**

(THE "ADMINISTRATOR")

PROGRAM ADMINISTRATION AGREEMENT

Pertaining to:

**DENVER 2013 METRO MORTGAGE ASSISTANCE PLUS MORTGAGE
ORINATION PROGRAM**

(THE "PROGRAM")

PROGRAM ADMINISTRATION AGREEMENT

This Program Administration Agreement (the "Agreement") is entered into as of February 1, 2013, (the "Effective Date") by and between the **CITY OF COUNTY OF DENVER, COLORADO** (the "Issuer"), located at 201 West Colfax Avenue, Denver, CO 80202, and **HOUSING AND DEVELOPMENT SERVICES, INC. d/b/a eHousingPlus** (the "Administrator"), a Florida corporation located at 3050 Universal Boulevard, Suite 190, Weston, Florida 33331, (together the "Parties").

WITNESSETH

WHEREAS, the Issuer intends to implement its 2013 Metro Mortgage Assistance Plus Mortgage Origination Program (the "Program") that provides affordable mortgage loans to eligible homebuyers who are persons of low or moderate income, who are seeking to live in decent, safe and sanitary housing within the State of Colorado (the "State"), when they acquire a qualifying FHA-Insured, Conventional (if applicable), and/or VA-Guaranteed Mortgage Loan through a Lender (hereinafter defined); and

WHEREAS, Section 103 and Section 143 of the Internal Revenue Code of 1986, as amended (the "Code"), provide that the interest on obligations issued by or on behalf of a state, district, or political sub-division thereof, the proceeds of which are to be used to finance qualifying owner-occupied residences is tax exempt (the "Single Family Residences"); and

WHEREAS, the Issuer desires the Administrator to perform certain duties as described in this Agreement; and

WHEREAS, the Administrator will, subject to the terms hereof, administer the Program of the Issuer, on behalf of the Issuer.

NOW, THEREFORE, in consideration of the representations, warranties and mutual agreements herein contained, the Administrator and the Issuer agree as follows:

1. DEFINITIONS

Unless otherwise indicated, all words and terms defined in this Agreement, as of the Effective Date hereof, are used herein as so defined.

"Acquisition Cost Limit" means Issuer limits on the maximum purchase price of a home, if applicable.

"Administration Fee" or "Fee" means the fee earned by the Administrator for services rendered hereunder as provided in Addendum A hereto.

"Administrator" or "Program Administrator" means Housing and Development Services, Inc. d/b/a eHousingPlus.

"Administrator's Guidelines" means the manual prepared by the Administrator, in consultation with the Issuer, addressing the compliance requirements and processes to be utilized by Lenders with respect to Mortgage Loans under the Program.

"Code" means the Internal Revenue Code of 1986, as amended.

"Data Analysis and Reporting Module" or "D.A.R.M." means the Administrator's proprietary product which allows authorized users to access Program information via the following tools: dashboards, eReports, analysis pivots and data downloads.

"First-Time Homebuyer" means a borrower who has not had ownership interest in a principal residence during the three years preceding purchase of a Mortgage Loan.

"FHA" means the Federal Housing Administration of the U.S. Department of Housing and Urban Development, or any successor thereto.

"FHA Insurance" means FHA mortgage insurance issued under one of the following FHA Insurance programs pursuant to the National Housing Act:

FHA §203(b), Home Unsubsidized (including 223(e) declining area loans);

FHA §234(c), Condominiums;

FHA §203(b)(2), Veteran's Status;

FHA §203(k) Rehabilitation Home Mortgage Insurance; or

such other FHA insurance programs as shall be acceptable to the Issuer and the Master Servicer.

"FHA Insured" means insured under FHA Insurance.

"FHA/RD/VA Loans" means Mortgage Loans which are FHA Insured, Rural Development ("RD") Guaranteed or the US Department of Veterans Affairs ("VA") Guaranteed, (if applicable under the Program).

"GNMA" means the Government National Mortgage Association, a wholly owned government corporation of the United States within the U.S. Department of Housing and Urban Development, or any successor thereto. Its powers are prescribed generally by Title III of the National Housing Act, as amended (12 U.S.C. 1716 et seq.).

"GSE" means a Government Sponsored Enterprise which includes Fannie Mae, Freddie Mac, or GNMA.

"HDS" means Housing and Development Services, Inc. and its subsidiary Housing and Development Software, LLC.

"Income Limits" means the income limits for a borrower(s), established pursuant to the Program.

"IRS" means the Internal Revenue Service of the United States.

"Lender" or "Participating Lender" means a home mortgage lending institution approved by the Master Servicer and the Issuer for the Program.

"Master Servicer" or "Servicer" means U.S. Bank, National Association.

"MBS" means Mortgage Backed Securities.

“Mortgage” means the written instrument creating a lien on real property to provide security for the payment of a Mortgage Loan.

“Mortgage Loan” means a first lien and, if applicable, a second lien qualified mortgage loan originated by a Lender under the Program with respect to real property, evidenced by a Mortgage Note and secured by a Mortgage. For the purposes of this Agreement, the Mortgage Loan requirements for the Program are set forth in the Program Guidelines, and said requirements are reviewed by the Administrator as set forth in the Administrator’s Guidelines. The use of the term Mortgage Loan in this Agreement does not include the separate review that is done by the Master Servicer on a Mortgage file.

“Mortgage Note” means the promissory note evidencing the obligation to repay a Mortgage Loan.

“MRB” means tax-exempt and taxable mortgage revenue bonds.

“Program” means the Issuer’s 2013 Metro Mortgage Assistance Plus Mortgage Origination Program.

“Program Documents” means the Program Guidelines, Administrator’s Guidelines, and this Program Administration Agreement.

“Program Guidelines” means the Issuer’s guidelines for the Program, containing information relating to specific provisions of the Program.

“Recapture Tax” means the potential federal income tax liability for a homebuyer who utilizes MRB tax exempt proceeds to finance their residence, if they sell or cease to occupy such residence during the first nine years from the date of purchase under the Program.

“Recapture Notice” or “Recapture Brochure” means the notification to borrowers with respect to the Recapture Tax, if applicable.

“System” means the web-based software system, any derivatives thereof, and all rights, owned by Housing and Development Services, Inc. and licensed to the Administrator to carry out its duties herein.

“Targeted Area” means a federally designated area, identified by specific census tract, relating to a tax-exempt MRB program.

“Working Group Professionals” or “WGP” means specific professionals approved by the Issuer who are directly involved in the Program, and who are authorized by the Issuer to access on-line Program information. This may include Issuer, Master Servicer, financial advisors, underwriters, investment bankers, counsel, and others.

“XML” means Extensible Markup Language or a standard file format whereby Administrator will interface information to and from the Master Servicer, and which will be required of the Master Servicer in order for Administrator to report required information.

2. ADMINISTRATOR’S REPRESENTATIONS, WARRANTIES AND COVENANTS

The Administrator represents that it is a Florida Minority Business Enterprise Corporation duly organized, validly existing and in good standing under the laws of the State of Florida, is

duly qualified and in good standing to transact business in the State, and a Women's Business Enterprise National Council ("WBENC") certified firm, which possesses all requisite authority, power, licenses, permits and franchises to conduct any and all business contemplated by this Agreement and to execute, deliver and comply with its obligations under the terms thereof, the execution, delivery and performance of which have been duly authorized by all necessary corporate action.

The execution and delivery of this Agreement by the Administrator in the manner contemplated herein and the performance and compliance with the terms hereof by it do not require the consent or approval of any board or governmental authority, or if such consent or approval is required, it has been obtained.

With respect to its duties hereunder, the Administrator will comply with the applicable non-discrimination provisions of the Civil Rights Act of 1964, the Fair Housing Act, U.S.C. Section 3601 et. seq., the regulations promulgated there under, Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965 and the Fair Housing Amendments Act of 1988.

The Administrator agrees that so long as it shall continue to serve in the capacity contemplated under the terms of this Agreement, it will remain in good standing under the laws of its state of incorporation and qualified under the laws of the State to do business in the State, will not dissolve or otherwise dispose of all or substantially all of its assets and will not voluntarily consolidate with or merge into any other entity or permit one or more other entities to consolidate with or merge into it; provided, however, that the Administrator may, without violating the covenant contained in this subsection consolidate with or merge into another entity, or permit one or more entities to consolidate with or merge into it, or sell or otherwise transfer to another such entity all or substantially all of its assets as an entirety and thereafter dissolve, if the surviving, resulting or transferee entity, as the case may be, shall have a net worth equal to or greater than the net worth of the Administrator immediately preceding any such merger, consolidation or sale of assets, shall be qualified under the laws of the State to do business in the State, shall be qualified under the laws and have all necessary approvals, as evidenced to the satisfaction of the Issuer, required of the Administrator to perform Administrator's duties under this Agreement, and shall assume in writing all of the obligations of the Administrator under this Agreement, in which event the Issuer shall release the Administrator in writing, concurrently with and contingent upon such assumptions from all obligations so assumed.

No provisions of this Agreement shall require the Administrator to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder.

3. RELIANCE ON DOCUMENTS

The Administrator may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Administrator by the Issuer. The Administrator shall not be liable for any error of judgment made in good faith, unless the Administrator was negligent in ascertaining the pertinent facts.

The Administrator may rely on acting in good faith and shall be protected in acting or refraining from acting in good faith upon any affidavit, resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, certificate, note, security, or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties. The Administrator shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument,

opinion, report, notice, request, direction, consent, order, certificate, note, security or other paper or document supplied by the Issuer.

No information, statement or report of the Administrator furnished in writing and required hereunder delivered to Lenders or the Issuer will, to the knowledge of the Administrator, contain any untrue statement of a material fact or omit a material fact necessary to make the information, statements, or report not misleading.

The Administrator and its officers, directors and principal shareholders, are not an affiliate of the Issuer or any Lender or any of their respective affiliates.

4. ISSUER'S AND ADMINISTRATOR'S RESPONSIBILITIES

A. Issuer's Responsibilities

The Issuer shall manage the Program, including, without limitation, (i) determining the amount and type of funding available for the Program and the timing and uses of such funding; (ii) determining the Mortgage Loan products to be offered through the Program; (iii) setting rates, terms, Mortgage Loan sizes, and other product-related decisions for the Program; (iv) selecting and approving the Lenders to participate in the Program; and (v) creating and updating the applicable documents, including the Mortgage Loan documents, notifications to Lenders, and other related documents.

B. Administrator's Responsibilities

The Administrator shall have the general responsibility for administering the Program in accordance with this Agreement on behalf of the Issuer. The Administrator shall be and is hereby authorized and empowered by the Issuer to execute and deliver for and on behalf of the Issuer any and all instruments, documents and writings necessary or desirable to fulfill its duties and responsibilities hereunder; provided, that the consummation of the foregoing shall not be inconsistent with or prejudice the rights and interests of the Issuer. The Administrator shall collaborate with the Issuer regarding the Program goals and structure, and will provide the services listed herein, in its capacity as Administrator.

The Administrator shall use its best efforts, utilizing industry-approved processes and best practices to ensure file compliance in accordance with Sections 103 and 143 of the Code, in addition to the Issuer's Program parameters, as applicable.

The Administrator will track the MRB/MBS allocations and shall not allow Lenders to reserve funds under the Program if there are no available proceeds. In addition, the Administrator shall reserve twenty percent (20%) of the total MRB/MBS allocations made for residences located in Target Areas for a period of one (1) year from the Program start date, if applicable. The qualifying Targeted Areas for the State are attached as Addendum B hereto. The Administrator will use its internal System functions to set up the Issuer's allocations, set up and update Income Limits, Acquisition Cost Limits, and new mortgage requirements; and track and monitor its funds, pipeline, and Program requirements, where applicable.

The Administrator will create and publish to its website its Administrator's Guidelines, which will detail a step-by-step explanation of the process that Lenders will follow in order to successfully originate and deliver eligible Program Mortgage Loans. For the MRB/MBS Program, the Servicer will publish Mortgage Loan purchase documents on its website.

The Administrator will review information provided by the Participating Lenders including all documents and information pertaining to the eligibility of MRB/MBS Mortgage Loans, sufficient to determine the eligibility of such loans, including, without limitation, a review of information, certifications and other documents regarding, (as applicable) (i) the First-Time Homebuyer requirement; (ii) principal residence requirement; (iii) Income Limits; (iv) Acquisition Cost Limits; (v) Targeted Area requirement; (vi) information reporting requirement; and (vii) the Recapture Tax, all as may be required pursuant to Section 143 of the Code.

The Administrator will manage Participating Lender contact groups and electronic listserves of all approved Lenders, process Lenders through the System, create Lender usernames and passwords, and grant security access to the Administrator's single family System. The Administrator will communicate with Lenders to schedule and invite them to web-conference trainings, and put them on Program distributions lists. These will be used to communicate Program updates, in addition to those which will be posted on the Administrator's website.

The Administrator will follow its process guidelines and System features to provide the services detailed herein. Any request for changes to these processes or the System will be analyzed for feasibility and cost. The Issuer will be advised accordingly.

i. Compliance Review Duties

Administrator will be provided Mortgage Loan files from each Lender after closing, which file(s) will contain all documents required in the Administrator's Guidelines. Administrator will track files, review contents for accuracy and compliance with Program Guidelines, update System information, and note any file deficiencies which need to be cured. The Administrator will contact Lenders via its online System, e-mails, phone or other means as necessary for Lenders to correct file deficiencies as soon as possible. Ultimately the Lender is responsible for curing the deficiencies, and if not cured within a reasonable time, the Administrator will recommend that the related Mortgage Loan not be purchased into the Program. Administrator reserves the right to charge Lenders who continuously submit erroneous files and cause the delay of Mortgage Loans to be purchased under the Program.

Mortgage Loan files will be processed and reviewed within a two business days after receipt, and the Lender will be immediately informed of any exceptions via the Administrator's System. Lenders will have access to the Administrator's System where status of the Mortgage Loan can also be reviewed at any time.

The Administrator will provide the service of reviewing all submitted Mortgage Loan applications, with supporting Program Documents as required, and work with the Lenders to ensure eligibility guidelines are being followed.

ii. Available System Functions for Lenders

Lenders are provided secure access to the Administrator's System, whereby they can process, review and manage their Mortgage Loan detail. Lenders will not have access to any other Lender's activities. The available System functions are:

- View available funds and allocations.
- Reserve Mortgage Loans, including first mortgages, additional mortgages, and assistance.

- Print Mortgage Loan confirmations once a loan is reserved, and other System reports.
- Update Mortgage Loan information or add other data to the Mortgage Loan record as it moves through the pipeline.
- Access to the Underwriter Certification/Commitment (Pre-Compliance) functionality that gives the Lender's underwriter the ability to certify and update that they have personally verified information prior to closing.
- Access to the Lender pipeline that provides a detailed picture of how Mortgage Loans are moving through each stage in the Program (additional features are available to narrow pipeline data by various filtering criteria).
- Access to the Program pipeline that provides a Program-level view of the loans moving through the required stages, and includes a variety of detail such as the purchase dates, pool information, CUSIP and delivery to investor data (NOTE: this information is provided contingent on Servicer interfacing data via the Administrator's XML upload tool).
- Ability to view file deficiencies/exceptions, which are items posted by the Administrator that need to be corrected, including the Master Servicer's exceptions which are imported by the administrator via an XML upload into its System. The Lender has a view of items which need to be corrected, thus allowing for the Mortgage Loans to be purchased more quickly.
- Access to Program and Mortgage Loan forms, which Lenders can easily print and reprint as needed as soon as the documents are ready to be packaged for closing.
- Feature to allow Lenders to cancel a Mortgage Loan easily, which immediately re-appropriates funds back to the Program.
- Access to a varied selection of e-reports for Lenders to view, print or download, including Mortgage Loan confirmations, Mortgage Loan details, pipeline reports, demographics, and Mortgage Loan deficiencies to correct.
- Access to Program e-forms that are System-generated, reducing the level of effort Lenders need in order to print specific Program forms. The system uses the data entered by the Lender, plus Program information set up by the Administrator to generate forms.
- Access to the System's data view and download tool, which Lenders may use to download key Mortgage Loan information.

iii. **Additional Working Group Functionalities and Tools on the Web**

Approved Working Group Professionals will have access to additional System features, in addition to some of the above features. Working Group Professionals will have the ability to view the entire Program portfolio. This allows them to independently view Program and Lender performance. Available features for Working Group Professionals are:

- Access to the System's data view and download tool, a web-based module that provides the ability to download data directly from the System. This data includes over 80 fields such as Mortgage Loan interest rates, available funds, Lenders, borrowers, property information and other key data related to Program activity. Specific criteria can be filtered to display more narrow data groups as needed.
- Working Group Professionals can save specific groupings of data, and re-download as many times as needed in a variety of formats.
- Access to the System's Data Analysis and Reporting Module (D.A.R.M.), a graphical analysis and dashboard module that takes data reporting and analysis to a new level. The D.A.R.M provides a comprehensive dashboard view of Program metrics,

specifically designed for the market. The analysis portion of the module provides the ability for the user to select from all key data groupings and summaries, from Program, to Mortgage Loan interest rate, to Lender, and create multi-dimensional analysis outputs. The D.A.R.M. gives the user the ability to save their own unique views, and download the data for reporting. Additional filtering and grouping abilities make this tool extremely powerful for Working Group Professionals.

iv. Administrator's Internal System

The Administrator's main compliance application and database reside on a secure server at secure facilities, and are not available to any user, other than the Administrator, and its designees. The System is designed to be online 24 hours a day, seven days a week, and is backed up hourly to both an on-site and off-site facility. From time to time, periodic routine maintenance may be done, requiring the System to be off-line briefly. The Administrator will take precautions to schedule such maintenance outside of business hours. The Administrator also maintains a full disaster recovery program that will enable the System to be made available within a 24-hour period in the event of a disaster.

The System is designed for Program compliance and funds tracking. Available funds under the Program will be reflected on the Administrator's System as changes occur in real time; the information will not be static. The System will be maintained behind a firewall and will not be accessible to the general public, however, the data will always be available to the Issuer and Working Group Professionals should it be required.

v. Reporting Tools and Forms

The Administrator will provide secure access to its System to the Issuer, Participating Lenders, and the Working Group Professionals, to access reporting and analysis tools which contain Program information. These include Program demographics, Mortgage Loan activities, Program pipeline, available funds and other key Program indicators. Access to the System is provided via approved user i.d.'s, and may require that the user has attended training prior to being issued a user i.d.

The Administrator will incorporate standard Program forms into its System for Lenders to access. These may include automated affidavits, Program Guidelines and other forms which the Lender may use to complete the required Mortgage Loan submission package. If applicable, the Administrator will also provide a Recapture Brochure which the Lender can access on behalf of the borrower, and send the Recapture Notice to the borrower(s) within 60 days of Mortgage Loan approval.

vi. Training

The Administrator will provide Program-wide group training via web-conferencing. In addition, the Administrator may conduct periodic additional training for new Lenders or Issuer programs, as needed. System trainings are provided on a regular basis and dates are posted to the Administrator's website.

Program-wide trainings are scheduled on multiple dates, where all Program features and processes are explained to Participating Lenders. This will include a full training of the System

features. Periodic trainings are added based on need, and the Administrator will advise the Issuer of any such dates. In addition, the Administrator will provide "eHP University Training", which includes origination and programmatic information, where Lenders can review Program criteria and steps using a web-based, self-paced tool. One-on-one support is also provided by the eHousingPlus staff when Lenders are in the System and are having difficulty. Any Lender who shows continuous deficiencies or inability to understand processes will be required to attend additional trainings to ensure that they are both promoting the Program accurately and taking the necessary steps to ensure compliance with the Program Guidelines.

The Issuer's staff will be trained to use the System's reporting and analysis web-based tools separately. This will be done after Program commencement and can be scheduled thereafter as needed.

vii. Customer Support

The Administrator, as part of its duties, provides on-going support to the Lenders and others who need assistance in processing Program Mortgage Loans. This includes assistance in determining eligibility factors such as Income Limits, Acquisition Cost Limits (if applicable), system assistance, documents, and any other support Lenders require in the successful origination of Mortgage Loans. Lenders will be encouraged to attend trainings in order to become better educated on Program eligibility factors, and how to efficiently navigate the process, including the Administrator's System. The Administrator's System also includes an on-line help, which is indexed and searchable.

The Administrator's staff is readily available to speak to Lenders during business hours. Lenders also have direct access to our staff via on-line CHAT and email features. No calls are handled by off-shore companies or call centers at any time. Periodically, Administrator staff may be working during off-hours and may respond to e-mails at those times as well. The Administrator will use its best efforts to assist Lenders in the delivery of eligible and complete Mortgage Loans during the term of the Program.

5. ADMINISTRATOR'S SYSTEM, DATABASE AND QUALITY ASSURANCE

During the term of this Agreement, and for the purpose of managing the Program, the Administrator will grant the Issuer and the Working Group Professionals the right to use its System via the Internet. The System consists of a proprietary web-based, multi-function, security controlled software application, owned and licensed by Housing and Development Services, Inc. The System is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Issuer shall comply with all applicable laws regarding use of the System, including but not limited to: (i) the Issuer, and all users to which it approves for access to the System, agree not to remove or alter any copyright notices on any and all copies of the System; (ii) the Issuer, and all users to which it approves for access to the System, shall not distribute registered copies of the System to third parties.

All of the web areas of the System are secure using SSL / enTRUST, and data is encrypted. Users are assigned security roles based on their approved access level, such as originators, underwriters, etc. Users are not required to purchase any part of the System. The process may require a one-time downloading of (free) Adobe Reader to print and view reports and forms. There are no additional license costs to access the System.

The Administrator's website is www.ehousingplus.com. This website is structured to house

the Issuer's Program information and has easy to understand information related to the Program. The Issuer can link to any of the Administrator's website areas, and vice versa, in order to provide a more seamless process for Lenders. This information will be requested from the Issuer when the Program is being set up.

6. **COMPENSATION OF ADMINISTRATOR; LIABILITY FOR EXPENSES.** As compensation for the performance of its duties hereunder, the Administrator is entitled to receive a Fee or Fees as detailed in Addendum A.

7. **INTERACTION WITH MASTER SERVICER AND OTHER WORKING GROUP MEMBERS.** Administrator will interact closely with all Working Group Professionals, especially the Master Servicer. Administrator recognizes that the role of the Administrator and Master Servicer is to work closely together in as seamless as possible a process, to ensure high Lender participation and remove unnecessary obstacles in the origination of Mortgage Loans in the Program. Administrator will therefore interact with the Master Servicer in providing the daily XML interface file as needed.

8. **LIMITATIONS**

A. **Limitation on Liability of Directors, Officers, Employees and Agents of the Administrator**

No director, officer, employee or agent of the Administrator shall be under any personal liability to the Issuer, the Master Servicer, or Lender for any action taken in good faith or for refraining from the taking of any action in good faith pursuant to this Agreement, or for errors in judgment.

B. **The Administrator Not to Resign**

The Administrator shall not resign from the obligations and duties hereby imposed on it unless a determination is made that its duties hereunder are no longer permissible under applicable law or regulation. Any such determination permitting the resignation of the Administrator shall be made on the basis of evidence satisfactory to the Issuer. No such resignation shall become effective until a successor administrator shall have assumed all of the applicable responsibilities and obligations under this Agreement.

9. **WARRANTIES AND REMEDIES**

A. **Performance Warranty**

Administrator warrants that work performed under this Agreement will be by qualified personnel in a professional, workmanlike manner, consistent with the prevailing standards of the industry; and it will use commercially reasonable efforts to perform under this Agreement. Administrator shall not be held responsible for carrier, telecommunications, or internet access outages.

Administrator will not be liable for unauthorized access to, or alteration, theft or destruction of the Issuer's data files, programs, procedures or information through accident, fraudulent conduct, or any other method, unless such access, alteration, theft or destruction is caused as a result of the Administrator's negligence or intentional misconduct. Administrator agrees to protect said information in a manner and at a level that is widely accepted and consistent with prevailing industry standards.

Administrator shall not be held responsible for the breach of any warranty or indemnification provided by third-party software providers, however, Administrator agrees it shall attempt to enforce all warranties and indemnifications provided by third-party software providers. Administrator shall not be held responsible for and does not warrant the functionality of any Issuer programs or modifications not originated by Housing and Development Software, LLC.

THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT AND THE HDS SYSTEM PROVIDED OR ANY MAINTENANCE, TECHNICAL SUPPORT OR SERVICES TO BE PROVIDED OR ANY SYSTEM ENHANCEMENTS PROVIDED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Remedies

Whenever any failure referred to in Section 9 hereof shall have happened and be continuing, the Issuer may, upon the expiration of any applicable cure period, take any one (1) or more of the following remedial steps:

i. By notice in writing, the Issuer may, subject to applicable State and federal law, terminate all of the Administrator's obligations under this Agreement.

ii. On or after the receipt by the Administrator of such written notice, all authority and power of the Administrator under this Agreement shall pass to and be vested in a substitute administrator. The Issuer shall have the responsibility of coordinating the activities of the substitute administrator.

iii. The Administrator agrees to cooperate with the Issuer in effecting the termination of the Administrator's responsibilities hereunder, at no additional cost to the Administrator.

iv. Unless otherwise expressly provided, no remedy herein conferred upon or reserved is intended to be exclusive of any other available remedy, but each remedy shall be cumulative and shall be in addition to other remedies given under this Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing under this Agreement upon the happening of any event set forth herein shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed pertinent.

10. CONFIDENTIAL INFORMATION; NON-DISCLOSURE

The Administrator acknowledges that the data collected by its System is in part private, non-public information, and will use its best efforts to protect it at all times. An electronic backup of the data will be provided to the Issuer at any point in time it is requested by the Issuer. Through normal administration activities, including the tracking of Mortgage Loan file deficiencies, the Administrator may sometimes obtain non-public, personal and financial information concerning the mortgagors and their residences. Such information or non-public personal and financial information may be used by the Administrator or by its officers, employees, agents or affiliates, only as contemplated by the Program. All such information shall only be used in a manner consistent with any applicable laws or regulations regarding disclosure of credit information and/or non-public personal and financial information. The Administrator shall not acquire and shall not permit, to its knowledge, its officers, employees,

agents or affiliates, to acquire any property which secures a Mortgage Loan. Access to data will be restricted to Issuer approved Working Group Professionals. It shall be the responsibility of the Issuer to notify the Administrator of any such approvals/denials/updates to the list of Working Group Professionals, as may be required. Issuer shall provide Administrator approvals for any Working Group Professionals who will be granted access to Program data. Administrator shall not be liable for any access approvals granted by the Issuer.

At times, Issuer may obtain confidential information of the Administrator. Confidential information includes any information, not generally known in the relevant trade or industry, obtained from the Administrator, HDS, Inc., its affiliates, or their vendors or licensors or which falls within any of the following general categories: (a) information relating to trade secrets of HDS or its vendors or licensors; (b) information relating to existing or contemplated products, services, technology, designs, processes, formulae, computer systems, computer software, reports, algorithms in research or developments of HDS or its vendors or licensors; (c) information related to the business of HDS or that of its vendors or licensors, including but not limited to business forms, handbooks, policies, documents, business plans, business processes and procedures, sales or marketing methods, methods of doing business, customer lists, customer usage and/or requirements; (d) information marked "Confidential" or "Proprietary;" and (e) this Agreement.

Duty to Maintain Confidentiality: Each Party, on behalf of itself, its employees, agents and representatives, agrees to keep the confidential information of the other Party in the strictest confidence, in the manner set forth below:

i. Neither Party shall copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer confidential information or anything containing or embodying such confidential information of the other party (except in performance of services by HDS) and shall not directly or indirectly, disclose, divulge, reveal, report or transfer such confidential information of the other to any party other than as a Permitted Party (hereinafter defined).

ii. Neither Party shall use any confidential information of the other or the concepts therein for its own benefits or for the benefit of a third party or for any purpose other than the purpose for which such confidential information is being disclosed, including all proprietary systems and material accessed via the Administrator's System, website, or distributed materials. Issuer shall accept responsibility to maintain confidentiality on their behalf, and on behalf of those it authorizes to act on its behalf, including any Working Group Professionals designated to access such information. Working Group Professionals may be required to execute separate confidentiality agreements.

iii. Neither Party shall remove any proprietary legends or notices, including copyright notices, appearing on or in the confidential information of the other Party.

iv. Each Party shall take appropriate action with respect to each and every person who is permitted access to any confidential information of the other to ensure that each such person complies with the confidentiality provisions hereof. Each Party shall use its best efforts to enforce the proprietary rights of the other Party and the other Party's vendors, licensors and suppliers (including but not limited to seeking injunctive relief or other reasonably necessary action) against any person who has possession of or discloses confidential information in a manner not permitted by this Agreement.

v. Any materials which are, or which relate to or derive from any confidential information of the other Party shall be kept confidential, and all such materials shall be returned to the disclosing Party (or destroyed, if return is not possible or economically feasible) upon satisfaction of the purpose for the disclosure of such information.

vi. The Parties may disclose confidential information to their attorneys in the course of representation on a matter reasonably requiring the attorneys to receive the confidential information and may also disclose confidential information to their certified public accountants and to the extent necessary to enable those accountants to prepare financial statements or reports required by law.

vii. In the event that any demand is made in litigation, arbitration or other proceeding for disclosure of confidential information, the Party upon which the demand is made shall not disclose the confidential information, and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of confidential information.

11. MISCELLANEOUS PROVISIONS

A. Books and Records

The Administrator agrees to keep proper books, records and accounts sufficient to comply with reporting requirements applicable to the Program. The Administrator shall make such books and records available for inspection by the Issuer upon ten (10) days written request by the Issuer, during normal business hours and under reasonable conditions.

B. Files

The Administrator agrees to keep Program related documents and files for a period of five (5) years. In the event that this Agreement is terminated by either Party, the Issuer shall have the option to request the Mortgage Loan and related files, and the Administrator shall transfer such files to the Issuer at the Issuer's expense. After such period, the Administrator will notify the Issuer of its intent to destroy the documents, and Issuer shall have, at its expense, the option to retain the records beyond the five year period.

C. Transfer of Duties

Upon termination of this Agreement or the Administrator's responsibilities under this Agreement, the Administrator shall promptly, but not later than thirty (30) days after such termination, supply loan and Program data in a MS SQL format to Issuer or its successor(s). Administrator shall use its best efforts to ensure the orderly and efficient transfer of all information required by the Program to the Issuer or its successor(s), or, to a new program administrator designated by the Issuer. Costs associated with such transfer shall not be borne by the Administrator.

D. Amendments, Changes and Modifications

Subsequent to the commencement of the Program, this Agreement may be amended, changed, modified, altered or terminated only with the written consent of the parties hereto.

E. Governing Law

This Agreement shall be construed in accordance with the laws of the State of Colorado, and the obligations, rights and remedies of the Parties hereunder shall be determined in accordance with such laws without reference to the laws of any other state or jurisdiction, except applicable federal laws, rules and regulations.

F. Notices

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified or registered mail, or electronic mail, return receipt requested, addressed to the appropriate notice address below. The Issuer or the Administrator may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

The Administrator shall exercise due diligence in reporting to the Issuer and its designees any occurrences observed in the administration of the Program which in the reasonable judgment of the Administrator would be of interest to the Issuer or its designees, or which would have the effect of violating the terms and conditions of the Program, as set forth in the Program Documents.

All notices shall be addressed to:

- (a) As to the Program Administrator

As to Contract notifications:

Cristina M. Gilson
Housing and Development Services, Inc. d/b/a eHousingPlus
3050 Universal Boulevard, Suite 190
Weston, FL 33331
(954) 217-9597
(954) 217-9598 Fax
Cristina.Gilson@hdsoftware.com

Charlene Bernier
Housing and Development Services, Inc. d/b/a eHousingPlus
3050 Universal Boulevard, Suite 190
Weston, FL 33331
(954) 217-9597 Ext 220
(954) 217-9598 Fax
Charlene.Bernier@hdsoftware.com

As to Program notifications:

Patricia Denihan
eHousingPlus
3050 Universal Boulevard, Suite 190
(954) 430-6072 Direct
(206) 888-2725 Fax
Patt@ehousing.cc

Paloma Miranda
eHousingPlus
3050 Universal Boulevard, Suite 190
(954) 217-0817 Ext 210
(206) 888-2725 Fax
Paloma.Miranda@ehousingplus.com

(b) As to the Issuer:

Attn: Richard M. Sheehan, Richard.Sheehan@denvergov.org
Attn: Andrew C. Johnston, Andrew.Johnston@denvergov.org
Attn: Beth D. Truby, Beth.Truby@denvergov.org

City and County of Denver, Colorado
201 West Colfax Avenue
Denver, CO 80202

G. Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

H. Further Assurances and Corrective Instruments

To the extent permitted by law, the Issuer and the Administrator agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Agreement.

I. Term of Agreement

This Agreement shall be in full force and effect from the Effective Date through the term of the Program, unless this Agreement is earlier terminated. Termination of this Agreement may be at the option of either Party with thirty (30) days written notice, with or without cause.

J. No Rights Conferred on Others. Nothing in this Agreement shall confer any right upon any person other than the Issuer and the Administrator; provided that the Master Servicer may rely upon the Administrator's approval of the compliance file in connection with the purchase of a Mortgage Loan.

K. Members of the Issuer Not Liable. This Agreement is executed by the officers, staff, or employees of the Issuer in their capacities as said officers, staff, or employees. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officers, staff, or employees of the Issuer in his or her individual capacity, and none of the officers, staff, or employees of the Issuer, executing this Agreement shall be liable personally with respect to this Agreement or be subject to any personal liability by the execution thereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, we have set our hands as of the date first written above.

**HOUSING AND DEVELOPMENT
SERVICES, INC. d/b/a eHousingPlus**

By: _____
Cristina Miranda Gilson, its
President

IN WITNESS WHEREOF, we have set our hands as of the date first written above.

ISSUER

By: _____
Name: _____
Title: _____

Addendum A Fees

Fees are paid by the borrower, seller, or builder of each Mortgage Loan. The Administration Fee is non-refundable, and submitted at the time the compliance file is sent to the Administrator. The Administration Fee can be paid by company check or cashier's check.

- MBS/MRB processing/compliance review \$225.00 per Mortgage Loan file
- Penalty for chronically deficient files* \$100.00 per Mortgage Loan file
- Subordinate loans, additional programs, grants TBD, if applicable
- Other services available upon request TBD, if applicable

There are no additional fees to the Issuer, its Working Group Professionals, or Lenders for the use of the System, management, training, or other services as described herein

Addendum B
Targeted Areas, If Applicable

Addendum C

(Only to be used for additional services or changes to scope of work)