

**CITY AND COUNTY OF DENVER, COLORADO
2013 METRO MORTGAGE ASSISTANCE PLUS PROGRAM
LENDER AGREEMENT**

THIS LENDER AGREEMENT (this "Agreement") is entered into as of February 1, 2013, by and between the **CITY AND COUNTY OF DENVER, COLORADO** (the "City") and the lending institution executing this Agreement (the "Lender") in connection with the City's 2013 Metro Mortgage Assistance Plus Program (the "Program").

WITNESSETH:

WHEREAS, the City expects to make funds available, but solely from funds available under the Program, to enable the City to finance certain qualified mortgage loans (the "Mortgage Loans") through the acquisition of fully-modified mortgage-backed securities issued on behalf of and guaranteed as to timely payment of principal and interest by the Government National Mortgage Association (the "GNMA Certificates"); and

WHEREAS, the Lender wishes to participate in the Program and has agreed to make the Mortgage Loans to qualified borrowers pursuant to the Administrator's Guidelines and the Program Administration Agreement (as hereinafter defined);

NOW, THEREFORE, in consideration of the undertakings, terms and conditions set forth herein, the parties mutually agree as follows:

Section 1. Covenant To Originate and Sell Mortgage Loans. The Lender hereby acknowledges its receipt of the Administrator's Guidelines established in connection with the Program and the Program Administration Agreement (the "Program Administration Agreement") between the City and Housing and Development Services, Inc. d/b/a eHousingPlus. The Lender hereby covenants and agrees to originate mortgage loans in accordance with the Administrator's Guidelines and the Program Administration Agreement, including (without limitation) as of the date hereof the following requirements therein: (a) minimum 640 borrower FICO score; (b) 15/45/70 day mortgage loan deadlines; and (c) \$91,100 (two or fewer) / \$103,000 (three or more) borrower annual income limits. The Lender further understands and acknowledges that there are no home purchase price limits, no first-time homebuyer requirements, and no federal recapture tax associated with the Program. The Lender further agrees to sell such Mortgage Loans to U.S. Bank National Association, as master servicer (the "Master Servicer"), pursuant to the terms of the Program.

Section 2. Program Participation Fee. The Lender represents and warrants that it has paid to the City, and the City acknowledges receipt of a \$1,000 annual fee for participation in the Program by the Lender through February 28, 2014. This Agreement and the Lender's ability to participate in the Program shall terminate on February 28, 2014 unless extended by the parties hereto, which extension may be conditioned upon payment by the Lender of an additional Program participation fee imposed by the City in its sole discretion.

Section 3. Down Payment Assistance. The City or its agent shall directly provide a down payment assistance grant to the mortgagor at Mortgage Loan closing in an amount equal to

2013-0045-C

4.00% of the original principal amount of the Mortgage Loan (the "DPA Grant") to eligible borrowers. Such DPA Grant shall be applied to the down payment on a Mortgage Loan and/or to closing costs. The DPA Grant is a grant and is not repayable by the borrower.

To the extent the DPA Grant is advanced by the City on Mortgage Loans that do not close, are not purchased by the Master Servicer or are to be repurchased by the Lender prior to being pooled into a GNMA Certificate, the Lender hereby agrees to reimburse the City with respect to such DPA Grant so advanced.

Section 4. Findings of the City. In connection with the implementation of the Program, the City finds that:

(a) there exists a shortage of decent, safe and sanitary housing at prices which eligible families can afford within the City's jurisdiction;

(b) private enterprise and investment have been unable, without assistance, to provide an adequate supply of decent, safe and sanitary housing at prices which eligible families can afford within the City's jurisdiction;

(c) the Program will improve the quality of decent, safe and sanitary housing for eligible families;

(d) the residential housing assistance provided pursuant to the Program will provide a public benefit;

(e) the estimates of revenues received by the City pursuant to the Program, together with all other subsidies, grants or other financial assistance received in connection with the Program, are sufficient to pay the costs associated with the Program; and

(f) for purposes of the Program, the term "low income" initially shall mean families of one or two persons earning \$91,100 or less annually and families of three or more persons earning \$103,000 or less annually.

Section 5. Amendment. This Agreement shall not be amended or otherwise modified except with the written consent of the parties hereto executed by an authorized representative of the Lender and the Manager of Finance of the City or in the absence of the Manager of Finance of the City by the Executive Director of the Office of Economic Development of the City.

Section 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflict of law principles.

Section 7. Severability. If one or more provisions of this Agreement, or the applicability of any such provisions for any set of circumstances shall be determined to be invalid or ineffective for any reason, such determination shall not affect the validity and enforceability of the remaining provisions of this Agreement or the applicability of the provisions found to be invalid or ineffective for a specific set of circumstances to other circumstances.

Section 8. Execution by the City. This Agreement may be executed on behalf of the City by the Manager of Finance of the City or in the absence of the Manager of Finance of the City by the Executive Director of the Office of Economic Development of the City.

Section 9. Counterparts. This Agreement may be executed in counterparts by the parties hereto, and each such counterpart shall be considered an original and all such counterparts shall constitute one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, the City and the Lender have caused this Agreement to be executed by their respective duly authorized officers, all as of the date and year first above written.

CITY:

CITY AND COUNTY OF DENVER,
COLORADO

By: _____

Name: _____

Title: _____

LENDER:

[NAME OF LENDER]

By _____

Name _____

Title _____