

SERVICING AGREEMENT

CITY AND COUNTY OF DENVER, COLORADO

AND

U.S. BANK NATIONAL ASSOCIATION

Dated as of February 1, 2013

v. USB 1022013

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SERVICING AGREEMENT

THIS SERVICING AGREEMENT (together with any amendments or supplements hereto, the “Servicing Agreement”) is entered into as of the 1st day of February 2013, (“Effective Date”) by and between U.S. Bank National Association, a national banking association with its principal place of business at 800 Nicollet Mall, Minneapolis, MN 55402 (the “Servicer”), and The City and County of Denver, Colorado (the “Issuer”), a public body, corporate and politic of the State of Colorado with its principal place of business at 201 West Colfax Avenue, Denver, Co. 80202..

RECITALS

WHEREAS, the Issuer expects to issue new money, tax-exempt bonds or otherwise make funds available to enable the Issuer to finance certain qualified home 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 (“GNMA”) or issued by and guaranteed as to timely payment of principal and interest by the Federal Home Loan Mortgage Corporation (“Freddie Mac”) or Federal National Mortgage Association (“Fannie Mae”);

WHEREAS, Section 103 and Section 143 of the Internal Revenue Code of 1986 provide that when the interest on obligations issued by or on behalf of a state or a political subdivision are to be used to finance qualifying owner-occupied residences, the gross income shall be excludable from federal income tax if such bonds meet certain requirements stated in Section 143 and Section 148 of the Code.

NOW, THEREFORE, in consideration of the representations, warranties and mutual terms and conditions herein contained, and for good and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Servicer and the Issuer agree as follows:

ARTICLE 1. ARTICLE I GENERAL PROVISIONS

SECTION 1.01. INCORPORATION OF RECITALS

The recitals set forth above are incorporated into this Servicing Agreement as expressed terms and conditions.

SECTION 1.02. DEFINITIONS

Unless otherwise indicated, all words and terms defined in this Servicing Agreement, as in effect on the date hereof, are used herein as so defined. In addition, the following terms have the meaning set forth below:

(a) “Bond” means any bond the Issuer authorizes and issues under an Indenture, which refers to this Agreement.

(b) “Bond Counsel” means an attorney retained by the Issuer to give a legal opinion on whether the Issuer is authorized to issue proposed securities, the Issuer has met all legal

requirements, and the interest will be exempt from federal income taxation and, where applicable, from state and local taxation.

(c) “Bondholder” mean the registered owner of a Bond.

(d) “Certificate Purchase Date” means the date the Trustee purchases a MBS Certificate.

(e) “Code” means the Internal Revenue Code of 1986 or, if applicable, of 1954, and any regulations issued thereunder.

(f) “Commitment Authority” means a contractual agreement between GNMA and the Servicer for the issuance of GNMA securities.

(g) “Conventional Mortgage Loan” or “Conventional” means a Mortgage Loan originated pursuant to Fannie Mae or Freddie Mac underwriting requirements on Fannie Mae or Freddie Mac uniform loan documents.

(h) “Debtor Relief Laws” means the U.S. Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States from time to time in effect and affecting the rights of creditors generally.

(i) “FHA” means the Federal Housing Administration of the U.S. Department of Housing and Urban Development, or other successor to its functions.

(j) “FHA Insured” means Mortgage Loans with FHA mortgage insurance issued under one of the following FHA Insurance programs pursuant to the National Housing Act:

- (1) Section 203(b), Home Unsubsidized (including 223(e) declining area loans);
- (2) Section 234(c), Condominiums;
- (3) Section 203(b)(2), Veteran’s Status;
- (4) Section 203(ks) Streamline Rehabilitation Home Mortgage Insurance; or
- (5) such other FHA insurance programs as shall be acceptable to the Issuer and the Servicer.

(k) “FHA/RHS/VA Loans” means Mortgage Loans which are FHA Insured, RHS Guaranteed or VA Guaranteed.

(l) “GSE” means Government Sponsored Enterprise which includes Fannie Mae, Freddie Mac, or GNMA.

(m) “GSE Guide” means any and all guide books, requirements, bulletins, or updates pertaining to selling and servicing mortgage loans promulgated by the GSE for which Mortgage Loans will be pooled, as the same may be amended from time to time.

(n) “Indenture” means any trust indenture or resolution and any series trust indenture or resolution issued thereunder, between the Trustee and the Issuer.

(o) “Lender” means a home mortgage lending institution approved by the Issuer and Servicer.

(p) “Lender Guide” means the guide prepared by the Servicer for the origination and delivery of Mortgage Loans to be purchased by the Servicer and the eligibility, credit and security underwriting standards applicable thereto.

(q) “MBS Agreement” means the agreement with GNMA, Fannie Mae or Freddie Mac pursuant to which GNMA, Fannie Mae or Freddie Mac has agreed to guarantee the timely payment of the specific MBS Certificates.

(r) “MBS Certificate” means the GSE Mortgage Backed Certificate issued by either GNMA, Fannie Mae or Freddie Mac, or any respective successor thereto, pursuant to payments on which MBS Certificate GNMA, Fannie Mae or Freddie Mac respectively has agreed to guarantee in exchange for FHA, VA, USDA/RD Mortgage Loans, Fannie Mae Mortgage Loans and Freddie Mac Mortgage Loans, as applicable,

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

(t) “Mortgage Loan” means a qualified first lien mortgage loan originated by a Lender under the Program with respect to real property, evidenced by a Mortgage Note and secured by a Mortgage.

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

(v) “Mortgage Origination Agreement” means the mortgage origination agreement by and between Issuer and a Lender.

(w) “Non-Qualifying Mortgage Loan” means any mortgage loan which does not conform to the Program, Program Guidelines, GSE Guide, or the Lender Guide including, but not limited to the following examples:

(1) The Lender fails to deliver to the Servicer all documents of the mortgage loan file (described in the Lender Guide) on a timely basis, or the Servicer determines that such documentation for mortgage loans does not conform to the requirements of the Program, the GSE Guide, or the Lender Guide.

(2) GNMA, Freddie Mac, Fannie Mae or the Servicer determines that the mortgage loan is not of acceptable quality or is not eligible for sale under the Program, the GSE Guide or the Lender Guide.

(x) “Origination Period” means the period of time during which Mortgage Loans may be reserved and closed by the Lenders, and delivered to and purchased by the Servicer pursuant to the process developed by the Servicer and the Issuer under the Program Documents.

(y) “Participating Lender Agreement” means the agreement signed between the Servicer and each Lender as to the terms and conditions under which the Servicer will purchase a Mortgage Loan from a Lender and the duties, obligations, representations, warranties, and covenants of the Lender to the Servicer.

(z) “Pool” means with respect to a MBS Certificate, the Mortgage Loans held in connection with such MBS Certificate.

(aa) “Pool Purchase Agreement” means the Fannie Mae Pool Purchase Contract or the Freddie Mac Pool Purchase Contract between the Servicer and Fannie Mae or Freddie Mac relating to the sale by the Servicer of Conventional Mortgage Loans to Fannie Mae or Freddie Mac.

(bb) “Program” means the Issuer’s program to provide financing for owner-occupied residences, as set forth in and implemented through the Program Documents.

(cc) “Program Documents” means the Lender Agreement, the Program Guidelines, the Lender Guide, and this Servicing Agreement.

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

(ee) “RHS” means Rural Housing Service of the United States Department of Agriculture or any successor to its functions.

(ff) “RHS Guaranteed” means guaranteed by RHS pursuant to the RHS’s Guaranteed Rural Housing Loan Program.

(gg) “Second Mortgage Loan” means a qualified second lien Mortgage Loan originated by a Lender under the Program with respect to a home, evidenced by a Mortgage Note and secured by a Mortgage.

(hh) “Servicer” means U.S. Bank National Association through its U.S. Bank Home Mortgage division and any successor to its duties under this agreement.

(ii) “State” means the State of Colorado.

(jj) “Targeted Areas” means those areas within the State listed as qualified census tracts and areas of chronic distress.

(kk) “Treasury” means the Treasury Department of the United States of America.

(ll) “Trustee” means a neutral third party financial institution appointed under the Bond documents which facilitates, but does not have a financial interest in, the purchase of MBS Certificates under this Servicing Agreement.

(mm) “VA” means the Veterans Administration, an agency of the United States of America, or any successor to its functions.

(nn) “VA Guaranteed” means guaranteed by the Veterans Administration, an agency of the United States of America, or any successor to its functions, under the Serviceman’s Readjustment Act of 1944, as amended.

SECTION 1.03. SERVICER’S REPRESENTATIONS AND WARRANTIES

The Servicer represents and warrants to the Issuer that:

(a) The Servicer is a national banking association duly qualified and in good standing to transact business in the United States, and possesses all requisite authority and power to conduct any and all business contemplated by the Program Documents and to execute, deliver and comply with its obligations under the terms of the Program Documents, the execution, delivery and performance of which have been duly authorized by all necessary corporate action.

(b) The execution and delivery of this Servicing Agreement by the Servicer in the manner contemplated herein and the performance of and compliance with the terms hereof by it will not violate (i) its certificate of incorporation or bylaws, or (ii) any laws, regulations or administrative requirements which could have any material adverse effect whatsoever upon the validity, performance or enforceability of any of the terms of this Servicing Agreement applicable to the Servicer; and will not constitute a default under or result in the breach of any material contract, agreement or other instrument to which the Servicer is a party.

(c) The execution and delivery of this Servicing Agreement by the Servicer does not require the consent or approval of any governmental authority, or if such consent or approval is required, it has been obtained.

(d) This Servicing Agreement will constitute a valid, legal and binding obligation of the Servicer, enforceable in accordance with its respective terms, except as the enforcement thereof may be limited by applicable Debtor Relief Laws.

(e) With respect to its duties hereunder, the Servicer will comply with the applicable non-discrimination provisions of the Civil Rights Act of 1964, the Fair Housing Act, 42 U.S.C. Section 3601 et. seq., the regulations promulgated thereunder, Equal Employment Opportunity (Executive Order 11246 dated September 24, 1965 as amended by Executive Order 11375 dated October 13, 1967) and the Fair Housing Amendments Act of 1988.

(f) The Servicer is a GSE-approved issuer, seller-servicer of Conventional, FHA Insured, VA Guaranteed, and RHS Guaranteed Mortgage Loans and is an authorized issuer of

MBS Certificates with experience serving as Servicer for Mortgage Loans originated under programs designed to comply with Sections 103 and 143 of the Code.

(g) The MBS Certificates, upon the issuance, execution and delivery thereof, will constitute legal, valid and binding obligations of the Servicer enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by Debtor Relief Laws; provided that no MBS Certificate will constitute a liability of, nor evidence any recorded debt against the Servicer, since each is based on and backed by Mortgages, and recovery may be made from the GSE as applicable, in the event of any failure of timely payment as provided for in the MBS Agreements or contractual agreements appended to the MBS Certificates, as applicable.

(h) On the date hereof, there is no pending, or to Servicer's knowledge, threatened litigation or administrative proceedings against Servicer, which, if adversely determined, would materially affect Servicer and its assets or its ability to purchase and service Mortgage Loans and administer the Program.

SECTION 1.04. SERVICER'S COVENANTS

The Servicer covenants to the Issuer that:

(a) The Servicer shall provide to the Trustee and the Issuer, in conjunction with each payment, the reports required by the GSE with respect to Mortgage Loans underlying the MBS Certificates.

(b) The Servicer agrees that so long as it shall continue to serve in the capacity contemplated under the terms of this Servicing Agreement, it will remain in good standing and qualified to do business under the laws of the State. Servicer 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 Servicer 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 required by the GSE and be qualified as a GSE servicer.

(c) The Servicer is familiar with all GSE rules and regulations applicable to the Program and shall use diligent, reasonable efforts to become and to remain familiar with all GSE rules and regulations applicable to the Program, including, but not limited to, any changes or proposed changes in the GSE servicing rates, size of GSE Pools or other features affecting the purchase of Mortgage Loans under the Mortgage Origination Agreement and the Participating Lender Agreement for this Program, and promptly shall notify all Lenders of such changes or proposed changes of which the Servicer becomes aware during the Origination Period for such Program.

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

(e) Neither the Servicer nor any “related person”, as defined in Section 144(a)(3) of the Code, shall acquire, pursuant to an arrangement, formal or informal, Bonds in an amount related to the amount of MBS Certificates to be acquired by the Issuer under the Program.

(f) The Servicer will not knowingly take any action or fail to take any action or permit any action within its control to be taken which would impair the exclusion from gross income for federal income tax purposes of interest on the Bonds.

SECTION 1.05. ISSUER’S REPRESENTATIONS AND WARRANTIES

The Issuer represents and warrants to the Servicer:

(a) The Issuer is a governmental entity validly existing under the laws of the State. The Issuer has full power and authority to consummate all transactions, execute all documents, and issue all instruments contemplated by the Program Documents.

(b) The Issuer has determined that the purchase of the Mortgage Loans by the Servicer and the sale of the MBS Certificates to the Issuer under the terms of this Servicing Agreement to finance the acquisition by eligible borrowers of residences will further and fulfill public purposes.

(c) The execution and delivery of this Servicing Agreement, the Program Documents by the Issuer, the issuance of the Bonds by the Issuer in the manner contemplated by the Program Documents, and the performance of and compliance with the terms of the Program Documents by the Issuer will not, to its knowledge, violate any laws in any respect that could have any material adverse effect whatsoever upon the validity, performance, or enforceability of any of the terms of the Program Documents.

(d) This Servicing Agreement and the Indenture, and all documents and instruments contemplated hereby that are executed and delivered by the Issuer, and the Bonds, when issued and authenticated or registered in accordance with the Indenture, will constitute valid, legal, and binding obligations of the Issuer, enforceable in accordance with their terms, except as the enforcement thereof may be limited by applicable Debtor Relief Laws.

(e) Following execution of the Program Documents and the issuance of the Bonds, the Issuer will apply the proceeds thereof according to the terms and conditions of the Program Documents.

ARTICLE 2. THE SERVICER

SECTION 2.01. OVERALL RESPONSIBILITY

The Servicer shall have general responsibility for the review, purchase and servicing of Mortgage Loans for the Program in accordance with this Servicing Agreement for and on behalf of the Issuer. The Servicer is hereby irrevocably 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.

SECTION 2.02. LIMITATION ON LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS OF THE SERVICER

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

SECTION 2.03. INDEMNIFICATION OF ISSUER

The Servicer hereby agrees to indemnify the Issuer and hold the Issuer harmless from any loss, damage or expense that the Issuer may sustain as a result of any failure on the part of the Servicer to properly perform its services, duties and obligations with respect to the Mortgage Loans or the MBS Certificate under this Servicing Agreement.

SECTION 2.04. SERVICER'S DUTIES AND RESPONSIBILITIES

(a) Except any such amendment, release or grant which is not inconsistent with or prejudicial to the rights and interests of the GSE, the Issuer, the Trustee or the Bondholders, the Servicer shall not consent to any changes in the terms and conditions of any Mortgage Loan or the release of specified property from the lien of a Mortgage or the grant of an easement or right of way upon property securing a Mortgage Loan. No such change shall affect the time or amounts of payment of principal and interest on the Mortgage Loan or the obligation to pay taxes and maintain insurance on the property securing the Mortgage Loan at the times and in the manner specified in the Participating Lender Agreement.

(b) The Servicer shall diligently enforce and take all reasonable steps, actions and the proceedings necessary for the enforcement of all terms, covenants and conditions of all Mortgage Loans, including the prompt payment of all Mortgage Loan principal and interest payments and all other amounts due thereunder. Except as provided in Section 2.10 of this Servicing Agreement, the Servicer shall not release the obligations of any mortgagor under any Mortgage Loan, provided that this provision shall not be construed to prevent the Servicer from settling, in case of a default in payment thereof, any Mortgage Loan on such terms as the Servicer shall determine to be in the best interests of the Issuer and the Bondholders. If the insurers of any insurance policy contemplated under the Program shall cease to be licensed in the State, or cease to comply with the applicable provisions of the Participating Lender Agreement or GSE Guide

for such insurance, the Servicer shall require the mortgagor to obtain comparable replacement policies with total coverage equal to the then existing coverage of such insurance policies from insurers so licensed and approved.

(c) The Servicer is expected and empowered to perform all loan servicing duties in accordance with and in compliance with, when applicable, VA, FHA, RHS, Freddie Mac, or Fannie Mae, and the Lender Guide. The Servicer shall be held harmless for its performance of loan servicing duties that are carried out in full compliance with the Mortgage Loan guarantors, insurers, GSE Guide or the Program Guidelines. The Servicer shall not be responsible for carrying out any loan servicing duties and responsibilities stated herein or requested by the Issuer that the Servicer, in its reasonable discretion, believes to be in conflict with the guidelines of the Mortgage Loan guarantors, insurers or the GSE or applicable law.

(d) From and after the acquisition of each Mortgage Loan, the Servicer shall service such Mortgage Loan and shall have full power and authority, acting alone, to take such actions as may be necessary to discharge its duties with respect to such servicing, all as set forth in the GSE Guide and the Lender Guide. In addition, the Servicer shall perform those duties set out in the Program Documents and the applicable MBS Agreement, including, but not limited to, approval of Mortgage Loan assumptions by eligible mortgagors, pursuant to the Participating Lender Agreement, and keeping and reporting regularly to the Issuer with respect to origination of Mortgage Loans during the Origination Period.

SECTION 2.05. LENDER MANAGEMENT

(a) After a Lender's application is pre-approved by the Issuer, the Servicer shall review each Lender's application to determine the Lender's eligibility to participate in the Program. This review will be based upon the eligibility standards adopted by the Servicer. The Servicer shall also conduct an annual recertification, which will include, but not be limited to, a review of the Lender's financial information to assure that the Lender continues to be qualified to participate in the various Programs.

(b) The Servicer reserves the right to modify the eligibility standards for Lenders at any time during the term of this Servicing Agreement. If the Servicer modifies the eligibility standards, the Servicer will notify the Issuer and the new eligibility standards will become effective upon the date of said notification. Any new Lender applications received, or existing Lender recertifications performed on or after that notification date will be subject to the newly published eligibility standards.

(c) The Servicer will enter into a separate Participating Lender Agreement with every qualifying Lender. In the event of a conflict between the terms of the Participating Lender Agreement and the Mortgage Origination Agreement, with regard to the requirements owed by the Lender to the Servicer, the Participating Lender Agreement shall control.

(d) The Servicer will be granted the authority to suspend or terminate a Lender if that Lender is found to be in breach of any of the terms or conditions of the Participating Lender Agreement or if Lender fails to qualify as a Lender. Prior to any action to suspend or terminate a

Lender, the Servicer will advise the Issuer, by electronic message, before said action is taken. However, this notification shall be considered a courtesy not a request for approval.

SECTION 2.06. REVIEW AND PURCHASE OF QUALIFYING MORTGAGE LOANS

Upon delivery from the Lender, the Servicer will review the Mortgage Loan to ensure that it is eligible for inclusion in a GNMA, Fannie Mae, or Freddie Mac Pool. The Servicer shall be entitled to rely upon the Lender as assembler and preparer of all Mortgage Loan documents, and is under no duty whatsoever to investigate or confirm any of the information set forth therein as to its honesty, accuracy, or completeness with respect to the origination, underwriting, and closing of the loan file. The Servicer will review the pertinent documents necessary to ensure the Mortgage Loan meets secondary marketing guidelines. The Servicer will not re-verify the information contained in such documents for accuracy. The Servicer will also confirm with the Issuer that the Mortgage Loan meets the requirements of the Program Guide by verifying the loan compliance approval date given by the Issuer. Upon approval of the Mortgage Loan by the Servicer, the Servicer will purchase the Mortgage Loan. The Servicer will be responsible to collect certain final mortgage documents for each Mortgage Loan purchased, and have the right to charge and retain late fees for said final, recorded mortgage documents.

SECTION 2.07. SERVICING STANDARDS

With respect to all Mortgage Loans in the Program, the Servicer (i) will service such Mortgage Loans in accordance with generally accepted practices of the mortgage lending industry, this Servicing Agreement, and with the requirements of the GSE Guide, as applicable, including maintenance of all accounts required thereby, (ii) will perform all such duties with due care, diligence and reasonable promptness, (iii) will provide prompt monthly principal and interest payments to GNMA, Fannie Mae or Freddie Mac, as appropriate under the MBS Certificate accompanied by a statement identifying principal, interest and principal prepayment components of such payment and (iv) will forward copies of such reports, if any, as are required by the GSE Guide, to the Issuer and the Trustee with respect to the status of the Mortgage Loans.

SECTION 2.08. ESCROW ACCOUNT

The Servicer shall establish and maintain a separate account or accounts to be maintained in accordance with the GSE Guide and shall deposit therein all moneys received by it as escrow payments, including amounts representing collections of real estate taxes, assessments, premiums of any standard hazard insurance policy and comparable items.

SECTION 2.09. COMPENSATION OF THE SERVICER

As compensation for the performance of its duties hereunder, Lender shall pay the Servicer a one-time funding fee and a tax service fee, as well as, an amortizing second mortgage fee when applicable, or such other amounts as agreed upon in writing by the Servicer and the Issuer pursuant to Schedule A and incorporated herein. The Servicer's compensation for

servicing the Mortgage Loans shall be the permitted monthly Servicing Fee and any late charges permitted under the GSE Guide. The procedures for the payment thereof shall be in accordance with the GSE Guide.

SECTION 2.10. SERVICER MAY PLEDGE COLLATERAL

During any period of time in which the Servicer has purchased a Mortgage Loan from a Lender, the Servicer may pledge such Mortgage Loan to a financial institution providing the funding for such purchase until such time as a MBS Certificate is created and sold to the Trustee.

SECTION 2.11. ASSUMPTION RESTRICTIONS

In any case in which a residence financed by a Mortgage Loan originated under the Program has been or is about to be conveyed by the Mortgagor and the purchaser desires to assume all the rights and obligations of the mortgagor under the Mortgage Loan, the Servicer shall enter into an assumption agreement with the person to whom such property has been or is about to be conveyed; provided that the purchaser assuming the Mortgage Loan complies with the requirements of the Program. The foregoing assumption restrictions (as well as any additional assumption restrictions required by FHA, VA, RHS, Fannie Mae, or Freddie Mac) shall be incorporated in the related mortgage and kept as a part of the mortgage file. In connection with any such assumption agreement, the interest rate of the related Mortgage Note shall not be changed; however, the Servicer may charge in connection with each assumption to the extent permitted by law or regulations of FHA, VA, RHS, Fannie Mae, or Freddie Mac, a fee, to be paid by or on behalf of assumptors, plus the reasonable and customary out-of-pocket costs paid or incurred by the Servicer.

SECTION 2.12. JOINDER IN LEGAL PROCEEDINGS

Upon the request of the Servicer, and at the Servicer's sole expense, the Issuer and/or the Trustee shall join as parties' plaintiff in any legal proceeding brought by the Servicer against any Lenders concerning any obligations of Lenders under the Mortgage Origination Agreement or the Participating Lender Agreement. If the Issuer or the Trustee shall join in any such legal proceeding at the request of Servicer, Servicer shall indemnify, and hold harmless, the Issuer and the Trustee from any and all costs and expenses in any form and for whatever reason incurred, including, but not limited to, any and all costs and attorneys' fees of a defendant required to be paid by the Issuer and the Trustee by court order in the event of a judgment in favor of such defendant.

SECTION 2.13. ASSIGNMENT OF SERVICING OBLIGATIONS

The Servicer may assign for consideration all (but not a portion) of its servicing rights and obligations under this Servicing Agreement to another servicer, provided that such assignment is evidenced by a written agreement in which the assignee agrees to assume all of the

Servicer's obligations hereunder and agrees to provide its services for the same fee as provided in this Servicing Agreement. Any such assignment is subject to the prior written consent of the GSE and the Issuer or their successors or assigns, and which consent of the Issuer will not be unreasonably withheld, conditioned, or delayed.

SECTION 2.14. EMERGENCY MANAGEMENT/DISASTER RECOVERY PLAN

The Servicer has implemented an emergency management/disaster recovery plan ("Recovery Plan") and shall review its Recovery Plan annually and provide written confirmation to the Issuer that such review has taken place upon written request of the Issuer. The Recovery Plan shall include, at a minimum, provisions relating to business closings and facilities restoration, record keeping and retention, the integrity of computer-based systems and the recovery thereof, subcontractors, as applicable, employee availability and business interruption insurance. The Recovery Plan shall demonstrate the ability to perform all services under this Servicing Agreement without unreasonable delay.

ARTICLE 3. MORTGAGE POOLING

SECTION 3.01. NOTICE OF MORTGAGE LOAN BALANCES

In connection with the purchase of each MBS Certificate, the Servicer shall certify to the Trustee and the Issuer, in writing, prior to each such purchase, the following: (i) the outstanding principal balance of the Mortgage Loans comprising the Pool for such MBS Certificate as of such Certificate Purchase Date; (ii) the types of Mortgage Loans comprising the Pool, including the Mortgage Loans in Targeted Areas; and (iii) that based upon reasonable review as set forth in this Servicing Agreement, the Servicer believes that all Mortgage Loans backing such MBS Certificate are qualified as Mortgage Loans under Mortgage Origination Agreement, the Participating Lender Agreement, and this Servicing Agreement and that the MBS Certificate conforms to all requirements of the GSE Commitment. In connection with the purchase of the MBS Certificates on a Certificate Purchase Date, the Servicer shall, upon the written request of the Trustee within the specified time frames, certify to the Trustee, in writing, prior to such purchase the outstanding principal balance of the Mortgage Loans comprising the Pools for such MBS Certificates as of such Certificate Purchase Date.

SECTION 3.02. SALE OF MBS CERTIFICATES

(a) The procedures set forth in this Section 3.02 are applicable to the sale of the MBS Certificates by the Servicer as of the date of this Servicing Agreement.

(b) Subject to the terms and conditions hereof, the Servicer shall comply with the terms of the MBS Agreement and use its best efforts to acquire Mortgage Loans in accordance with the terms of this Servicing Agreement and the GSE Guides and pool Mortgage Loans into MBS Certificates for sale to the Trustee. The Servicer shall pay all fees required by the GSE in connection with the issuance of MBS Certificates.

(c) The Servicer shall comply with the terms of the MBS Agreement to acquire the Mortgage Loans and cause the aggregation of Mortgage Loans to occur in order to enable the formation of Pools as expeditiously as possible. The specifics regarding the timing, Pool size and procedures relating thereto shall be governed by the GSE Guides. The Servicer will ensure that this Program shall have at least equal priority with other similar programs of the Servicer with respect to any GSE Pool purchase contract authority.

(d) The total principal amount of any issue of MBS Certificates shall not be less than the aggregate unpaid principal balances of the Mortgage Loans in a Pool as of the issue date of the MBS Certificate.

(e) MBS Certificates may be issued with the special servicing option, as defined in the applicable GSE Guides.

(f) The Servicer covenants to obtain and maintain sufficient applicable Commitment Authority or Pool Purchase Agreements to meet the anticipated needs of the Program.

(g) The Issuer is obligated to purchase MBS Securities when issued and delivered on their behalf. Should the Issuer fail to purchase the MBS from Servicer within the issue month of the security, then the Servicer will have the option to sell the MBS in a recognized market at such price or prices as the Servicer may deem satisfactory and apply the proceeds thereof to the aggregate unpaid balance owed by the Agency under this Addendum. If sale is completed by Servicer, the Issuer agrees to remit funds to the Servicer within 15 days of notice of the completed sale for (a) any discount in the selling price below 100% of the unpaid principal balance of the MBS; (b) any amounts due Servicer for down payment assistance advances; and (c) any other reasonable loss, damage, cost or expense directly arising or resulting from the failure of the Issuer to purchase the MBS

ARTICLE 4. REPORTING

SECTION 4.01. NOTICES AND REPORTS TO THE ISSUER

(a) The Servicer shall cooperate with the Issuer developing and implementing an electronic data exchange process for the exchange of loan reservation data and other data as agreed upon by the Issuer and the Servicer through such time the Mortgage Loan is purchased and pooled by U.S. Bank.

(b) The Issuer shall be given access to information with respect to delinquencies, foreclosures and prepayments of Mortgage Loans underlying such Mortgage-Backed Securities, effective as of the previous month-end cutoff; through the Servicer's on-line mortgage reports system.

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

(d) The Servicer shall provide to the Issuer copies of any report submitted to the Trustee for disclosure to the secondary market.

(e) The Servicer will provide financial information regarding its business and information regarding its servicing portfolio in such form as may be reasonably requested from time to time, but at least semi-annually, in order to permit the Issuer to comply with federal disclosure requirements.

SECTION 4.02. REPORTS TO TRUSTEE

Throughout the term of this Servicing Agreement, the Servicer shall simultaneously submit to the Trustee copies of all reports required by the GSE Guide to be submitted to GSE and with respect to the MBS Certificates issued under the Program, information required for disclosure to the secondary market.

ARTICLE 5. TERM AND TERMINATION

SECTION 5.01. TERM OF AGREEMENT

This Servicing Agreement shall be in full force and effect as of the Effective Date and shall continue in effect so long as the terms of any Mortgage Loans or Second Mortgage Loans pursuant to this Servicing Agreement shall continue, or until terminated pursuant to the terms of this Servicing Agreement.

SECTION 5.02. ISSUER'S RIGHT TO TERMINATE

Upon the occurrence of any one or more of the following events (and after any applicable cure period), the Issuer may terminate this Servicing Agreement with 120 days notice.

(a) Failure by the Servicer duly to observe or perform in any respect any covenant, condition or agreement in this Servicing Agreement to be observed or performed, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Servicer by the Issuer unless the Issuer shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice is correctable and cannot be corrected within the applicable time period, the Issuer will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Servicer within the applicable period and diligently pursued until the default is corrected.

(b) (i) A decree or order of a court or agency or supervisory authority having jurisdiction for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, shall have been entered against the Servicer and such decree or order shall have remained in force, undischarged or unstayed for a period of 60 days; and (ii) a decree or order of a court or agency or supervisory authority having jurisdiction for the appointment of a receiver or liquidator in any proceedings initiated by the Office of the Comptroller of the Currency, shall have been entered against Servicer and such decree or order shall have remained in force undischarged or unstayed for a period of 48 hours.

(c) The Servicer shall consent to the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings of or relating to the Servicer or of or relating to all or substantially all of its property.

(d) The Servicer shall file a petition to take advantage of any applicable insolvency or reorganization statute, make an assignment for the benefit of its creditors, or voluntarily suspend payment of its obligations.

(e) The Issuer shall discover or be notified that any representation of or warranty by the Servicer set forth herein or in the other Program Documents is false in any material respect.

(f) The Issuer may terminate this Agreement without cause with proper notification.

(g) The procedures, guidelines and policies of the GSE may be amended or modified in the future to such an extent that it may become impractical or impossible for the Servicer to perform pursuant to this Servicing Agreement, in which event the Servicer shall not be held in default of this Agreement for such failure to perform.

SECTION 5.03. THE SERVICER'S RIGHT TO TERMINATE

Upon at least 120 days' written notice or immediately upon notice from the Issuer to Servicer that the Issuer's funds to purchase MBS are no longer available, the Servicer may resign from the obligations and duties imposed on it pursuant to this Servicing Agreement to continue to purchase Mortgage Loans and to pool Mortgage Loans into Mortgage-Backed Securities pursuant to the Program, provided that any Mortgage Loan for which a Reservation has been granted at the time of such notice from the Servicer shall, to the extent such Mortgage Loan meets the terms and conditions of this Servicing Agreement, be purchased by the Servicer and pooled into a MBS Certificate for purchase by the Issuer or the Trustee. With respect to MBS Certificates delivered to the Issuer or the Trustee on or prior to the effective date of the Servicer's resignation, the Servicer shall continue to be subject to the obligations and duties imposed on it hereunder with respect to such MBS Certificates (and the underlying Mortgage Loans) unless this Servicing Agreement shall have been assigned to a successor servicer as provided in Section 5.04 hereof.

SECTION 5.04. EFFECT OF TERMINATION

(a) On or after the receipt by the Servicer of written notice from the Issuer pursuant to Section 5.02 or the election by the Servicer pursuant to Section 5.03, all authority, power, and obligations of the Servicer under this Servicing Agreement shall terminate, however, Servicer shall continue to service all Mortgage Loans it purchased and is actively servicing pursuant to this Servicing Agreement at the time of Servicer's resignation and shall, as provided in Section 5.03, purchase and pool into a MBS Certificate for purchase by the Issuer or the Trustee, any Mortgage Loan for which a Reservation has been granted at the time of such notice from the Servicer, to the extent such Mortgage Loan meets the terms and conditions of this Servicing Agreement. The Issuer is authorized and empowered to execute and deliver, on behalf of the Servicer, as attorney-in-fact or

otherwise, any and all documents and other instruments, and to do or accomplish all other acts or things necessary or appropriate, to effect the purposes of any such termination. The Servicer agrees to cooperate with the Issuer in effecting the termination of the Servicer's responsibilities hereunder. Any amounts collected pursuant to action taken under this Section 5.04 shall be applied in accordance with the provisions of the Indenture. Upon termination, the Servicer shall be entitled to the payments for services that were rendered prior to such termination.

(b) . In the event of termination by the Issuer, without cause, and removal of the existing servicing, the Servicer shall be entitled to compensation through the date of termination specified in the notice calculated as follows (the "Servicing Reclamation Price"):

(i) The Issuer and Servicer shall each select a mortgage industry recognized servicing value appraiser to establish the Servicing Reclamation Price. The Servicing Reclamation Price shall be the discounted net present value of all future income which Servicer is entitled to receive under the Servicing Agreement for the then current portfolio of Mortgage Loans being serviced less all reasonable costs and expenses incurred in connection with servicing the Mortgage Loans. The discount rate used will be the then current typical rate used in the mortgage industry to value the types of Mortgage Loans serviced under the Servicing Agreement. Should the two appraised values differ by ten percent (10%) or less, the average of the two appraisals shall be the Service Reclamation Price. Should the appraised values differ by more than ten percent (10%), the two appraisers shall select a third mortgage industry recognized servicing value appraiser who shall determine the Service Reclamation Price based solely upon the data, assumptions and valuation methodologies used by the two appraisers previously appointed. The determination made by the third mortgage industry recognized servicing value appraiser shall be the conclusive determination of the Servicer Reclamation Price hereunder. The Issuer and Servicer shall each bear their respective costs of the appraiser they select hereunder and shall equally share in the cost of the third appraiser, if used. Issuer shall bear the cost of the servicing transfer so long as Issuer approves the expense prior to the effective date of the transfer.

SECTION 5.05. MERGER

Upon merger by or sale of the assets of the Servicer, the Servicer shall provide notice within a reasonable time after such merger or sale of assets becomes public information, to the Issuer and the Trustee, except for mergers with or sales to entities with ownership and management that is not materially different to that of the Servicer. Thereafter, the Issuer and the Trustee shall provide written notice of the merger or sale of assets to the GSE, and if the GSE raises objections, the Servicer agrees to the termination of this Servicing Agreement under terms reasonably acceptable to the Issuer and the Trustee. Any entity into which the Servicer may be merged or consolidated, or any entity resulting from any merger, conversion or consolidation to which the Servicer shall be a party, pursuant to the terms hereof, or any entity succeeding to the business of the Servicer, pursuant to the terms hereof, shall be the successor of the Servicer hereunder and shall assume in writing all of the obligations of the Servicer hereunder.

SECTION 5.06. NO REMEDY EXCLUSIVE

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 Servicing Agreement or existing at law or in equity. In order to entitle the Issuer or the Trustee, on behalf of the Issuer, to exercise any remedy reserved to the Issuer in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

SECTION 5.07. TRANSFER OF DUTIES

Upon resignation by the Servicer or termination of this Servicing Agreement pursuant to this Article V, the Servicer shall promptly, but not later than 30 days after such resignation or termination, supply all reports, documents and information which are required by the Program Documents, and which are customarily provided upon such resignation or termination, to any person or entity designated by the Issuer and shall use its best efforts to effect the orderly and efficient transfer of administration to a new program administrator designated by the Issuer, including preparation of accounting statements in the form required by the GSE and delivered to the Issuer, or its designee, of all moneys held and all papers and records pertaining to such Mortgage Loans, and the Issuer shall, as provided herein, provide for reimbursement to the Servicer for any amounts advanced by the Servicer and required to be reimbursed by the Issuer hereunder. Except for the foregoing, Servicer shall have no further obligations after termination.

ARTICLE 6. MISCELLANEOUS PROVISIONS

SECTION 6.01. BOOKS AND RECORDS

The Servicer agrees to keep proper books, records and accounts in accordance with the GSE Guide and sufficient to comply with reporting requirements applicable to the Bonds imposed by the Code. The Servicer shall make such books and records available for inspection and copying by the Issuer and the Trustee during normal business hours at the office designated by the Servicer and under reasonable conditions upon 14 business days' advance notice.

SECTION 6.02. SERVICER'S ACCESS TO PRIVILEGED INFORMATION

Through normal servicing activities, including the servicing of delinquencies, the Servicer may sometimes obtain privileged information concerning the mortgagors and their single family residences. All such information must be used in a manner consistent with any applicable laws or regulations regarding disclosure of nonpublic personal information. Neither the Servicer nor any of its affiliates shall use any information obtained pursuant to the Servicer's role under this Servicing Agreement to solicit mortgagors for any banking-related products, including any deposit or loan products; provided, however, the Servicer may solicit mortgagors in connection with Mortgage-related products, such as credit life or disability insurance, and ACH payments.

SECTION 6.03. AMENDMENTS, CHANGES AND MODIFICATIONS

Subsequent to the issuance of the Bonds and prior to their payment in full, this Servicing Agreement may be amended, changed, modified, altered or terminated with the written consent of the parties hereto.

SECTION 6.04. GOVERNING LAW

This Servicing Agreement shall be construed in accordance with the laws of the State, 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.

SECTION 6.05. NOTICES

All notices, certificates or other communications hereunder shall be deemed given when personally delivered, delivered by overnight courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to the following addresses. The Issuer or the Servicer may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

As to the Issuer:

As to the Servicer:
U.S. Bank National Association
Attn: Client Support Executive
17500 Rockside Road
Bedford, OH 44146

SECTION 6.06. SEVERABILITY

If any provision of this Servicing 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, and in lieu of such invalid or unenforceable provision there shall be added, if possible and agreed upon in writing by Issuer and Servicer, a provision similar in terms to this Servicing Agreement that may be valid and enforceable.

SECTION 6.07. FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS

To the extent permitted by law, the Issuer and the Servicer 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 Servicing Agreement.

SECTION 6.08. NO RIGHTS CONFERRED ON OTHERS

Nothing in this Servicing Agreement shall confer any right upon any person other than the Issuer, the Servicer, the Trustee and the Bondholders.

SECTION 6.09. MEMBERS AND OFFICERS NOT LIABLE

This instrument is executed by the members or officers or both of the Issuer and the Servicer in their capacities as said members or officers. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent, counsel, officer or employee of the Issuer and the Servicer in his or her individual capacity, and neither members of the Issuer and the Servicer or any officers executing this Servicing Agreement shall be liable personally on this Servicing Agreement or be subject to any personal liability by the execution thereof.

SECTION 6.10. SERVICER'S RIGHT TO AMEND THE SERVICING AGREEMENT

The Servicer shall have the right from time to time, in its sole discretion, to amend all or any portion of this Servicing Agreement for the purpose of providing for any and all modifications, updates, changes, amendments or supplements to applicable laws or regulations. The Servicer shall give the Issuer written notice of such an amendment not less than 30 days before the effective date of such amendment unless the Servicer shall be obligated by law or regulation to implement such amendment in a shorter time period, in which case, the Servicer shall provide the Issuer with as much advance notice as is practical, but such change shall be effective on the date prescribed by the applicable law or regulation; provided, however, that the Issuer shall not be liable or deemed in breach of this Servicing Agreement due to the Issuer's failure to comply with any changes with respect to which the Issuer has not yet received notice from the Servicer unless the Issuer already has knowledge of the change.

SECTION 6.11. COUNTERPARTS

This Servicing Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Servicing Agreement.

SECTION 6.12. FORCE MAJEURE

Notwithstanding anything to the contrary contained herein, no party shall be liable to the other party for any failure or delay on its part to perform, and shall be excused from performing, any of its obligations hereunder if such failure, delay or nonperformance results in whole or in part from any cause beyond the reasonable control of such party, including, without limitation, any act of God; any epidemics or pandemics; any fire, flood or weather condition; any earthquake or other natural disaster; any act of a public enemy, act of terrorism, war, government collapse, government restriction, civil disturbance, riot, explosion, strike or other labor dispute, labor or material shortage, energy crises, blackouts or brownouts; any interruption or shortage of, or failure or delay in, transportation, utilities, networks, material, supplies, equipment, machinery, power or spare parts; and any act of any military or civil authority.

SECTION 6.13. WAIVER

No course of dealing and no failure by a party to enforce any provision of or to exercise any right under this Servicing Agreement shall be construed as a waiver of such provision or right or affect the validity of this Servicing Agreement or limit, prevent or impair the right of any party subsequently to enforce such provision or exercise such right. The waiver by a party of any breach or default of this Servicing Agreement by the other party shall be in writing, and will not operate or be construed as a waiver of any subsequent or other breach or default.

SECTION 6.14. ENTIRE AGREEMENT

This Servicing Agreement, the Schedules, the Exhibits, and the Supplement constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces in their entirety any and all prior agreements between the parties with respect to such subject matter, either oral or in writing.

[SIGNATURE PAGE FOLLOWS]

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

Dated this ___ day of _____, 20__

Dated this ___ day of _____, 20__

By the Issuer:

By the Servicer:

(City and County of Denver, Colorado)

U.S. Bank National Association

(Signature of Authorized Signer)

(Signature of Authorized Signer)

(Printed Name of Authorized Signer)

(Printed Name of Authorized Signer)

(Title of Authorized Signer)

(Title of Authorized Signer)

SCHEDULE A

MORTGAGE LOAN PRICING

The Service Release Premium (SRP) paid by the Servicer to the Issuer will be based on the Pricing Schedule below. The Pricing Schedule determines the corresponding SRP based on where Issuer's mortgage rates are set versus current market interest rates. The current market interest rate is defined as the Fannie Mae 30-year Fixed Rate 90 Day Required Net Yield* plus 0.250%, rounded to the nearest 0.125%.

*Link <http://www.efanniemae.com/syndicated/documents/mbs/apeprices/archives/cur30.html>

The Pricing Schedule will be set based on a Mortgage Interest Rate "Strike Date". The Strike Date will be the date that: **1)** for New Programs - when the Issuer initially sets an interest rate to reserve loans **2)** for Existing Programs - based on the "Effective Date" of the Pricing Schedule below. A "Restrike" of the current market will occur when the Issuer elects to modify their interest rates at any one time or cumulatively by more than 0.250%. Current market will be adjusted and the note rate brackets will be updated at that time. Any loans registered on or after the new Strike Date will be subject to the adjusted Pricing Schedule. The market rate when this Pricing Schedule was produced on _____ was calculated to be _____%.

With respect to the acquisition of Mortgage Loans and the sale of Mortgage Backed Securities to the Issuer, if Servicing values decline and/or Servicing costs increase, the Servicer reserves the right to reevaluate and change the SRP pricing, fees and/or credit terms stated in Schedule A of this Servicing Agreement. Changes may be made at any time with a 30 day notice to the Issuer, unless a shorter time frame is mandated by any Regulatory Agency.