
**MORTGAGE CREDIT CERTIFICATE
PROGRAM ADMINISTRATION AGREEMENT**

2016 MORTGAGE CREDIT CERTIFICATE PROGRAM

By and Between

CITY AND COUNTY OF DENVER, COLORADO

and

RAYMOND JAMES & ASSOCIATES, INC.,
as Program Administrator

Dated as of May 1, 2016

Table of Contents

Page

ARTICLE I

DEFINITIONS

Section 1.01.	Definitions.....	1
Section 1.02.	Administration Agreement To Constitute a Contract.....	9
Section 1.03.	Table of Contents, Titles and Headings.....	9
Section 1.04.	Interpretation.....	9

ARTICLE II

REPRESENTATIONS

Section 2.01.	Representations, Warranties and Covenants by the City.....	10
Section 2.02.	Representations, Warranties and Covenants of the Program Administrator.....	10

ARTICLE III

ISSUANCE OF MORTGAGE CREDIT CERTIFICATES

Section 3.01.	Agreement To Issue Certificates.....	12
Section 3.02.	Application Fee and Issuance Fee.....	12
Section 3.03.	Program Expiration.....	12

ARTICLE IV

ADMINISTRATION OF PROGRAM

Section 4.01.	The Program Administrator.....	12
Section 4.02.	MCC Commitment.....	19
Section 4.03.	Issuance of Certificates.....	20
Section 4.04.	Numbering of the Certificates.....	21
Section 4.05.	Revocation of Certificates.....	21
Section 4.06.	Mutilated, Lost, Stolen or Destroyed Certificates.....	21
Section 4.07.	Issuance of Reissued Certificates.....	22
Section 4.08.	Homebuyer Education.....	22

ARTICLE V

FEES

Section 5.01.	Collection of Application Fee.....	22
Section 5.02.	Collection of Issuance Fee.....	23

Table of Contents
(continued)

Page

Section 5.03. Lender Participation Fee..... 23

ARTICLE VI

REPORTING REQUIREMENTS

Section 6.01. Quarterly Reports of City..... 23
Section 6.02. Filing of Quarterly Reports..... 23
Section 6.03. Information Report..... 23
Section 6.04. Assembly and Filing of Information..... 24
Section 6.05. General Recordkeeping and Reporting..... 24
Section 6.06. Demographic Reports 24
Section 6.07. Fee Reports 24
Section 6.08. Monthly Reports and Notice to the City..... 24

ARTICLE VII

PROGRAM ADMINISTRATOR

Section 7.01. Status of the Program Administrator 24
Section 7.02. Merger or Consolidation of the Program Administrator..... 25
Section 7.03. Program Administrator Not To Resign; Removal 25
Section 7.04. Delegation of Duties of the Program Administrator..... 25

ARTICLE VIII

EVENTS OF DEFAULT

Section 8.01. Program Administrator Events of Default Defined 25
Section 8.02. Program Administrator Default Remedies..... 26
Section 8.03. No Remedy Exclusive..... 26
Section 8.04. Agreement To Pay Attorneys' Fees and Expenses 26

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.01. Amendments, Changes and Modifications 27
Section 9.02. Term..... 27
Section 9.03. Termination..... 27
Section 9.04. Examination of Records..... 28
Section 9.05. When Rights and Remedies Not Waived..... 28
Section 9.06. Insurance..... 28
Section 9.07. Indemnification 30

Table of Contents
(continued)

	Page
Section 9.08.	Colorado Governmental Immunity Act 31
Section 9.09.	Taxes, Charges and Penalties..... 31
Section 9.10.	Assignment and Subcontracting 31
Section 9.11.	No Third-Party Beneficiary 31
Section 9.12.	No Authority To Bind City to Contracts..... 32
Section 9.13.	Severability 32
Section 9.14.	Conflict of Interest 32
Section 9.15.	Notices 32
Section 9.16.	Disputes..... 33
Section 9.17.	Governing Law; Venue..... 33
Section 9.18.	No Discrimination in Employment..... 34
Section 9.19.	Use, Possession or Sale of Alcohol or Drugs 34
Section 9.20.	Legal Authority 34
Section 9.21.	Order of Precedence..... 34
Section 9.22.	Survival of Certain Provisions 34
Section 9.23.	Compliance With All Laws 34
Section 9.24.	Advertising and Public Disclosure..... 34
Section 9.25.	City Execution of Agreement 35
Section 9.26.	Counterparts of This Administration Agreement 35

**MORTGAGE CREDIT CERTIFICATE
PROGRAM ADMINISTRATION AGREEMENT**

THIS MORTGAGE CREDIT CERTIFICATE PROGRAM ADMINISTRATION AGREEMENT is entered into as of May 1, 2016 (this “Administration Agreement”), by and between the **CITY AND COUNTY OF DENVER, COLORADO** (the “City”), a municipal corporation, home rule charter city and political subdivision of the State of Colorado (the “State”), and its successors and assigns, and **RAYMOND JAMES & ASSOCIATES, INC.** (the “Program Administrator”), a duly organized and validly existing Florida corporation, and its successors and assigns.

WITNESSETH:

WHEREAS, the City has authorized the issuance and delivery of its Mortgage Credit Certificates (the “Certificates”) under its 2016 Mortgage Credit Certificate Program (the “Program”), to assist in the financing of residential facilities for low and middle income persons or families or facilities intended for use as the sole place of residence by owners or intended occupants; and

WHEREAS, in order to assist the City in issuing the Certificates and establishing, administering and maintaining the Program, the City and the Program Administrator have agreed to enter into this Administration Agreement; and

WHEREAS, the execution and delivery of this Administration Agreement have been duly authorized by the City and the Program Administrator;

NOW, THEREFORE, in consideration of the respective representations, covenants and agreements contained in this Administration Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following words and phrases have the following meanings:

“*Act*” means, collectively, the County and Municipality Development Revenue Bond Act, Article 3 of Title 29, Colorado Revised Statutes, as amended; the Colorado Private Activity Bond Ceiling Allocation Act, constituting Article 32, Title 24, Part 17, Colorado Revised Statutes; and the Supplemental Public Securities Act, Article 57, Title 11, Section 201, et seq., Colorado Revised Statutes, as amended.

“*Administration Agreement*” means this Mortgage Credit Certificate Program Administration Agreement, dated as of May 1, 2016, by and between the City and the Program Administrator.

“*Allocation*” means an amount equal to the Certificate Authority.

“*Annual Income*” means the product of the Gross Monthly Income of a person or family (consisting of one or more persons all of whom occupy or will occupy the Residence and are primarily or secondarily liable on indebtedness incurred in connection with the Residence), multiplied by 12.

“*Applicable Percentage*” means, with respect to any Reissued Certificate, an amount equal to the lesser of (a) the outstanding principal balance, immediately prior to refinancing, of the loan relating to the Certificate replaced by the Reissued Certificate divided by the initial principal balance of the loan related to such Reissued Certificate multiplied by 100%; or (b) 100%.

“*Applicant*” means any person who has completed and executed an Application and delivered it, or caused it to be delivered, to the Program Administrator.

“*Application*” means the Instruction Sheet for Application Affidavit and Application Affidavit in substantially the form provided in the Program Manual.

“*Application Fee*” means a nonrefundable application fee of \$75.00, due and payable by the Borrower or on the Borrower’s behalf to the Program Administrator on the date the Application is submitted.

“*Area Median Income*” means the median income for the City determined in a manner consistent with the determination of “median gross income” under Section 8 of the United States Housing Act of 1937. Area Median Income shall be based on the most current “Revised Income Limits for Lower Income and Very Low Income” under the Housing Act of 1937.

“*Authorized City Representative*” means the Mayor of the City, the Acting Mayor of the City, the Deputy Mayor of the City, the City Attorney of the City, the Director of the City’s Office of Economic Development or the City’s Chief Financial Officer and any other officer or employee of the City designated by the Mayor of the City.

“*Borrower*” means a person who qualifies to receive a Certificate in connection with financing the acquisition of a Residence, who will maintain the Residence as such Borrower’s Principal Residence within 60 days of the issuance of the Certificate and who has an Annual Income equal to or less than the Maximum Annual Income.

“*Borrower Affidavit*” means the Borrower Closing Affidavit in the form provided in the Program Manual, which is to be completed and executed by the Borrower in connection with issuance of the Certificate.

“*Certificate*” means the City’s Mortgage Credit Certificate in the form attached hereto as Exhibit A-1 or in the form of a Reissued Certificate attached hereto as Exhibit A-2, issued or reissued in accordance with the terms of this Agreement and pursuant to the City’s Election.

“*Certificate Authority*” means \$40,000,000, which is 25% of the Nonissued Bond Amount.

“*Charter*” means City’s Home Rule Charter.

“*City*” means City and County of Denver, Colorado, and its successors and assigns.

“*Code*” means the Internal Revenue Code of 1986, as amended and accompanying Treasury Regulations.

“*Credit Rate*” means that rate which a Borrower applies to the interest paid on its Indebtedness Amount in determining the amount of federal income tax credit for a taxable year, which rate shall be 25% with respect to any Certificate.

“*Default*” and “*Event of Default*” means any occurrence or event specified in Section 8.01 hereof.

“*Demographic Report*” means the Demographic Report completed pursuant to the terms of this Agreement and substantially in the form of Exhibit B hereto.

“*Election*” means the Mortgage Credit Certificate Election of the City dated as of May 20, 2016 in which the City elected to issue the Certificates and not to issue the Nonissued Bond Amount of Qualified Mortgage Bonds.

“*Existing Mortgage*” means any mortgage or other indebtedness, whether or not previously repaid, held by the Applicant on the Residence with respect to which the Certificate is to be issued.

“*Expiration Date*” means the date on which the right to a particular Indebtedness Amount will expire if the Borrower has not previously obtained and closed on the indebtedness, which shall be the earlier of (a) the Program Expiration Date; and (b) the date that is four months after the date of issuance of the related MCC Commitment, or such later date resulting from extension of expiration of the MCC Commitment.

“*First-Time Homebuyer*” means a Borrower who has had no Present Ownership Interest in a Principal Residence at any time within the three-year period immediately preceding the approval of the issuance of the related Certificate.

“*Form 8329*” means the IRS Form 8329 which a Lending Institution providing indebtedness to a Borrower or a Refinancing Borrower is required to file with the Internal Revenue Service under Section 1.25-8T(a) of the Income Tax Regulations.

“*Gross Monthly Income*” means the sum of current monthly wages, salary or other gross income; income from overtime, part time employment, commissions and bonuses; income from dividends, interest, royalties, pensions, Veterans Administration compensation and net rental income; and any other income such as alimony, child support, public assistance, sick pay, social security benefits, unemployment compensation, income received from trusts and income received from business activities or investments.

“*Holder*” means the Borrower or Refinancing Borrower to whom a Certificate is issued pursuant to the Program.

“*Homebuyer Education Provider*” means any of the home buyer education providers listed in the Program Manual, which may be amended from time to time upon written notice of the City to the Program Administrator.

“*Homebuyers Education Course*” means any homebuyer education course offered by a Homebuyer Education Provider.

“*Income Tax Regulations*” means the regulations applicable to, or promulgated pursuant to, the Code.

“*Income Tax Return Affidavit*” means the Income Tax Affidavit relating to filing of income tax returns by the Borrower in the form attached to the Program Manual.

“*Indebtedness Amount*” means the amount of indebtedness specified in a Certificate, which is the amount of indebtedness for which the Holder is entitled to the federal income tax credit described in Section 25 of the Code and which amount shall not exceed the amount of indebtedness incurred by the Holder to finance a Residence, or incurred by the Holder for a permitted refinancing of a Residence in connection with the Program.

“*Issuance Fee*” means a nonrefundable issuance fee in an amount of 0.15% of the original principal loan amount due to the Program Administrator on the closing date of the mortgage loan, whether a mortgage loan of a First Time Homebuyer or a Refinancing Borrower.

“*Issue Date*” means the date of issuance of a particular Certificate, which is the date on which a closing is held with respect to the indebtedness incurred in connection with the financing or permitted refinancing of a Residence or an Existing Mortgage.

“*Lender Certificate*” means the Lender’s Certification of Applicant Eligibility in the form attached to the Program Manual completed and executed by an authorized officer of a Lending Institution in connection with the issuance of a Certificate.

“*Lender Participation Fee*” means a nonrefundable participation fee in an amount equal to \$400 due to the Program Administrator from any Lending Institution desiring to participate in the Program.

“*Lending Institution*” means any mortgage lending institution in the business of funding mortgage loans in the Program Area or any other person or entity seeking to fund a mortgage loan in the Program Area in connection with the purchase of a Residence or refinancing of an Existing Mortgage.

“*Maximum Annual Income*” means initially the applicable amounts set forth in the table below, which amounts may be amended from time to time by the City, upon written notice to the Program Administrator. A copy of such notice shall be provided by the Program Administrator to the Lending Institutions.

As of the date hereof, the Maximum Annual Incomes for the City are:

Family of Less Than Three

Lending Area	Non Targeted Area	Targeted Area
City and County of Denver	\$95,880	\$95,880

Family of Three or More

Lending Area	Non Targeted Area	Targeted Area
City and County of Denver	\$111,860	\$111,860

“*Maximum Purchase Price for Residences*” means initially the applicable maximum Purchase Price limits set forth in the table below, subject to any applicable Federal Housing Administration limits, or such revised amounts as may be adopted from time to time by the City, upon written notice to the Program Administrator. A copy of any such revised limits shall be provided by the Program Administrator to each Lending Institution:

	Maximum Purchase Price 1-Unit Homes	Maximum Purchase Price 2-Unit Homes
Non Targeted	\$439,926	\$439,926
Targeted	\$495,000	\$495,000

“*MCC Commitment*” means the letter, substantially in the form as provided in the Program Manual, indicating conditional acceptance into the Program issued to an Applicant pursuant to Section 4.02 hereof.

“*MCC Commitment Proceeds*” means the sum of the Proceeds of each unexpired MCC Commitment. For this purpose an MCC Commitment for which a Certificate has been issued shall be treated as expired.

“*Newly Constructed Residence*” means a Residence which, at the time of the issuance of the Certificate, other than a Reissued Certificate, has not been previously occupied other than by a Borrower on a temporary basis pending the funding of the indebtedness and issuance of the Certificate or permanently financed by any person other than the Borrower.

“*Nonissued Bond Amount*” means \$40,000,000 principal amount of Qualified Mortgage Bonds the City elected not to issue pursuant to the Program.

“*Ordinance*” means the Ordinance duly adopted by the City Council of the City on May __, 2016.

“Present Ownership Interest” means (a) a fee simple interest; (b) a joint tenancy, a tenancy in common, or tenancy by the entirety; (c) the interest of a tenant shareholder in a cooperative; (d) a life estate; (e) a land contract (i.e., a contract pursuant to which possession and the benefits and burdens of ownership are transferred although legal title is not transferred until sometime later); and (f) an interest held in trust for the Borrower (whether or not created by the Borrower) that would constitute a present ownership interest if held directly by the Borrower. The term *“Present Ownership Interest”* excludes (i) a remainder interest, (ii) a lease with or without an option to purchase, (iii) a mere expectancy to inherit an interest in a principal residence, (iv) the interest that a purchaser of a residence acquires on the execution of a purchase contract, and (v) an interest in other than a Principal Residence during the previous three years.

“Previously Occupied Residence” means a Residence which, at the time of the issuance of the Certificate, other than a Reissued Certificate, does not qualify as a Newly Constructed Residence.

“Principal Residence” means a Residence (including any real property and improvements permanently affixed thereto) which, at the time the financing or refinancing on the Residence is executed and depending on all the facts and circumstances in each case (including the good faith intent of the occupant), is occupied or intended to be occupied primarily for residential purposes by the Borrower or Refinancing Borrower. A *“Principal Residence”* does not include a Residence used or intended to be used as an investment property or as a recreational Residence or a Residence that is primarily intended to be used in a trade or business, as evidenced by the use in a trade or business of more than 15% of the total area. Any use of a Residence that does not qualify for a deduction (whether or not the deduction is taken) allowable for certain expenses incurred in connection with the business use of a Residence under Section 280A of the Code will not be considered as a use in a trade or business.

“Proceeds” means, with respect to any single Certificate or MCC Commitment, the product of:

- (a) the Indebtedness Amount of the Certificate or MCC Commitment; and multiplied by
- (b) the Credit Rate specified in such Certificate or MCC Commitment.

“Program” means the City’s 2016 Mortgage Credit Certificate Program described in this Administration Agreement.

“Program Administrator” means Raymond James & Associates, Inc., a duly organized and validly existing Florida corporation, and its successors and assigns hereunder.

“Program Area” means the City.

“Program Expiration Date” means December 31, 2018, unless otherwise extended pursuant to Section 3.03.

“Publication Date” means the date the City has announced, or will announce, the Program by publishing notice of the Program in a newspaper of general circulation in the State.

“*Purchase Price*” means the cost of acquiring a Residence from the Seller as a completed residential unit.

(a) Purchase Price includes the following: All amounts paid, either in cash or in kind, by the purchaser (or a related party or for the benefit of the purchaser) to the Seller (or a related party or for the benefit of the Seller) as consideration for a Residence:

(i) if a Residence is incomplete, the reasonable cost of completing the Residence whether or not the cost of completing construction is to be financed with the Indebtedness Amount. For example, where a mortgagor purchases a building which is so incomplete that occupancy of the building is not permitted under local law, the Purchase Price includes the cost of completing the building so that occupancy of the building is permitted; or

(ii) where a Residence is purchased subject to ground rent, the capitalized value of the ground rent, which shall be calculated using a discount rate equal to the interest rate of the Indebtedness Amount.

(b) Purchase Price does not include the following:

(i) the usual and reasonable settlement or financing costs but only to the extent that such amounts do not exceed the usual and reasonable costs which would be paid by the buyer where financing is not provided in connection with a qualified mortgage credit certificate program within the meaning of Section 25 of the Code;

(ii) the value of services performed by the Borrower or members of the Borrower’s immediate family in completing the Residence. Where the Borrower purchases an incomplete Residence, the Purchase Price includes the cost of material and labor paid by the Borrower to complete the Residence but does not include the imputed value of the Borrower’s labor or the labor of the Borrower’s family in completing the Residence; or

(iii) the cost of land which has been owned by the Borrower for at least two years prior to the date on which construction of the Residence begins.

“*Qualified Mortgage Bond*” means any bond the proceeds of which are used, in whole or in part, directly or indirectly, to fund mortgage loans on owner occupied residences and which conforms, or is purported to conform, with the requirements of Section 143 of the Code, or the requirements of Section 103A of the Internal Revenue Code of 1954, as amended, in such manner as to exclude interest on the bond from inclusion in gross income.

“*Qualified Veteran*” means a Borrower who is a “veteran” (as defined in 38 U.S.C. Section 101) who has not previously obtained a loan financed by single family mortgage revenue bonds or mortgage credit certificates utilizing the veteran exception set forth in Section 143(d)(2)(D) of the Code.

“*Qualified Veterans Bond*” means any bond the proceeds of which are used, in whole or in part, directly or indirectly, to fund mortgage loans on owner occupied residences for veterans and which conforms, or is purported to conform, with the requirements of Section 143 of the Code, or the requirements of Section 103A of the Internal Revenue Code of 1954, as amended, in such manner as to exclude interest on the bond from inclusion in gross income.

“*Quarterly Report Date*” means April 30 for the quarter ending March 31; July 31 for the quarter ending June 30; October 31 for the quarter ending September 30; and January 31 for the quarter ending December 31; commencing on the Quarterly Report Date relating to the quarter in which the City elected to issue the Certificates and ending on the Quarterly Report Date relating to the quarter in which the Program Expiration Date occurs.

“*Refinancing Applicant*” means any person who has completed and executed a Refinancing Application and delivered it, or caused it to be delivered to the Program Administrator.

“*Refinancing Application*” means the Refinancing Affidavit for Reissued Certificate in substantially the form provided in the Program Manual.

“*Refinancing Borrower*” means a person who meets the eligibility requirements set forth in Section 4.01(h) hereof and qualifies to receive a Reissued Certificate in connection with the refinancing of a Residence.

“*Refinancing Lender Certificate*” means the Certificate of Refinancing Lender in the form attached hereto as Exhibit D completed and executed by an authorized officer of a Lending Institution in connection with the issuance of a Reissued Certificate.

“*Reissued Certificate*” means the City’s Mortgage Credit Certificate in the form attached as Exhibit A-2 to this Administration Agreement, issued to a Refinancing Borrower in accordance with the terms of Section 4.07 hereof and Section 1.25-3(p) of the Income Tax Regulations to completely replace a Certificate previously issued by the Program Administrator to a Holder in connection with the Program.

“*Reporting Period*” means each one-year period beginning July 1 and ending June 30 during which Certificates are issued under the Program.

“*Residence*” means a single family residential housing unit consisting of land and improvements thereon located within the Program Area, which otherwise meets the requirements of the Administration Agreement, and which is occupied or to be occupied by the Borrower. Residence includes a mobile home or other similar factory made housing which has a minimum of 400 square feet of living space, a minimum width in excess of 102 inches and is of a kind customarily used at a fixed location; provided that it is permanently affixed to real property. The determination of whether factory made housing is permanently affixed to real property shall be made on the basis of other facts and circumstances of each particular case. Residence includes stock held by a tenant shareholder in a cooperative housing corporation (as those terms are defined in Sections 216(b)(1) and (2) of the Code). Land appurtenant to a Residence can be considered as part of the Residence only if the land reasonably maintains the basic livability of the Residence and does not provide, other than incidentally, a source of income to the Borrower.

“*Seller*” means the seller of the Residence.

“*Seller Affidavit*” means the Seller Affidavit in the form attached to the Program Manual.

“*State*” means the State of Colorado.

“*State Median Income*” means the median income for the State determined by the United States Department of Housing and Urban Development in a manner consistent with the determinations of Area Median Income.

“*Targeted Areas*” means Targeted Areas as defined in the Code. Targeted Areas as of the date of this Administration Agreement are indicated in the Program Manual. Other Targeted Areas may be designated and become eligible as such and will be announced from time to time by the Program Administrator (promptly upon receipt of such information in writing from the City or counsel to the City).

“*Total Proceeds*” means the sum of the Proceeds of each Certificate issued hereunder except Proceeds of Reissued Certificates.

“*Unused Allocation*” means the Allocation minus the sum of (a) the Total Proceeds, and (b) the MCC Commitment Proceeds.

Section 1.02. Administration Agreement To Constitute a Contract. This Administration Agreement shall be deemed to be and shall constitute a contract between the City and the Program Administrator.

Section 1.03. Table of Contents, Titles and Headings. The table of contents, titles and headings of the articles and sections of this Administration Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Administration Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation. Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Administration Agreement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Administration Agreement.

ARTICLE II

REPRESENTATIONS

Section 2.01. Representations, Warranties and Covenants by the City. The City represents and warrants to, and covenants with, the Program Administrator that:

(a) The City is a municipal corporation, home rule charter city and political subdivision of the State. Pursuant to the Act, the Charter and the Ordinance duly adopted by the City, the City has authorized the execution and delivery of this Administration Agreement.

(b) The City has found and determined that issuance of Certificates under the terms of this Administration Agreement will both further the purposes of its Charter and be in the public interest.

(c) The City has complied with all the provisions of the Constitution and laws of the State and its Charter, and has full power and authority under its Charter and the Ordinance to consummate all transactions contemplated by this Administration Agreement.

(d) Other than as disclosed in a certificate or affidavit relating to the Program, no officer or official of the City has, to such person's knowledge, any conflict of interest as defined by the applicable laws of the State with the Program Administrator or the transactions contemplated by this Administration Agreement.

(e) The City will not knowingly take any action or permit any action within its control, other than a Certificate subject to revocation or termination as provided in this Administration Agreement, to be taken which would impair the federal income tax credit available in connection with any of the Certificates.

(f) Neither the acceptance of this Administration Agreement nor the performance of the City's obligations hereunder require the consent of or approval or other action by any governmental body (other than any consents and approvals already obtained).

(g) Neither the acceptance of this Administration Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Administration Agreement conflict with or result in a breach of any of the terms, conditions or provisions of any legal restriction or any agreement or instrument to which City is now a party or by which it is bound, or constitute a default under any of the foregoing.

Section 2.02. Representations, Warranties and Covenants of the Program Administrator. The Program Administrator represents and warrants to, and covenants with, the City that:

(a) The Program Administrator is a duly organized and validly existing Florida corporation and is in good standing under the laws of the State, and has the power and authority to own its properties and carry on its business as it is now being conducted.

(b) The Program Administrator agrees that, so long as it shall continue to serve in the capacity contemplated under the terms of this Administration Agreement, it will remain in good standing and qualified to do business under the laws of the State and that it is qualified to do business in the State, will not dissolve or otherwise dispose of all or substantially all of its assets or business and will not voluntarily consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it except as provided in Section 7.02 hereof.

(c) The Program Administrator has the power and authority to accept this Administration Agreement, to enter into the transactions contemplated by, and to perform the terms of, this Administration Agreement and has duly authorized the acceptance and performance of this Administration Agreement and the obligations of the Program Administrator set forth in the Administration Agreement are enforceable.

(d) Neither the acceptance of this Administration Agreement nor the performance of the Program Administrator's obligations hereunder require the consent of or approval or other action by any governmental body (other than any consents and approvals already obtained).

(e) Neither the acceptance of this Administration Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Administration Agreement conflict with or result in a breach of any of the terms, conditions or provisions of any legal restriction or any agreement or instrument to which Program Administrator is now a party or by which it is bound, or constitute a default under any of the foregoing.

(f) The Program Administrator will not arbitrarily refuse to review or fail to approve an Application or Refinancing Application for a Certificate for a Residence within the Program Area because of the location or the age of the property. In the case of an Applicant or a Refinancing Applicant, the Program Administrator will comply with all applicable federal, State and local laws, ordinances and regulations with respect to equal opportunity and non-discrimination and, in so doing, will not arbitrarily vary the terms of a Certificate or the application procedures therefore or refuse to review or approve a Certificate because of race, color, religion, national origin, age (provided the Applicant or Refinancing Applicant has legal capacity to enter into a contract), sex or marital status or the fact that all or part of the Applicant's or Refinancing Applicant's income derives from any public assistance program or the fact that the Applicant or Refinancing Applicant has in good faith exercised any right under the Federal Consumer Protection Act.

(g) All Applications for Certificates shall be reviewed and either approved or rejected by the Program Administrator on a "first come, first served" basis.

(h) The Program Administrator will not knowingly take any action or permit any action by it or parties within its control to be taken which would impair the federal income tax credit available in connection with any of the Certificates (other than a Certificate subject to revocation as provided in this Administration Agreement) or, except as may be required by applicable law, impair or prejudice the rights of the City or any Holder.

The representations and warranties contained in this Section 2.02 shall be true and correct when made and shall be true and correct throughout the term hereof.

ARTICLE III

ISSUANCE OF MORTGAGE CREDIT CERTIFICATES

Section 3.01. Agreement To Issue Certificates. The City hereby authorizes the issuance and delivery of its Mortgage Credit Certificates to eligible, qualifying Borrowers in the manner and on the terms and basis set forth in this Administration Agreement and supplementary guidelines provided by the City (e.g., Program Manual).

Section 3.02. Application Fee and Issuance Fee. The City hereby directs that the Application Fee and the Issuance Fee shall be remitted and distributed as provided in Article V hereof.

Section 3.03. Program Expiration. The Program Expiration Date may be extended upon written agreement executed by the City and the Program Administrator.

ARTICLE IV

ADMINISTRATION OF PROGRAM

Section 4.01. The Program Administrator. The Program Administrator hereby covenants and agrees to administer and supervise the Program in the manner required hereunder. The Program Administrator will utilize reasonable efforts and due diligence in carrying out its duties hereunder. The Program Administrator shall have full power and authority, acting alone, to do any and all things in connection with the administering of the Program that it may deem necessary or desirable. However, the Program Administrator shall have only those duties expressly set forth herein, and, under no circumstances will the Program Administrator have any responsibility for performing the responsibilities associated with the underwriting of mortgage loans or credit analysis of Applicants, Refinancing Applicants or Holders. It is the responsibility of the Applicants or Refinancing Applicants to provide the Program Administrator with the requisite information to make the determinations required by Sections 4.03 and 4.07 hereof.

As a part of its duties and responsibilities, the Program Administrator shall perform the following acts:

(a) **Public Notice.** The public notice required by Section 1.25-7T of the Income Tax Regulations was published on February 17, 2016. The cost of publication was paid for by the City.

(b) **Applications.** Upon receipt of a preliminary loan application, the Program Administrator shall mail an Application to any person requesting an Application within three business days of receipt of the request. Additionally, the Program Administrator shall mail a Refinancing Application to any Certificate Holder within three business days of receipt of the request. In addition, the Program Administrator shall provide a reasonable number of Applications or Refinancing Applications to any Lending Institution requesting Applications or Refinancing Applications.

(c) **Explanatory Materials and Marketing.** As a part of its duties to promote and market the Program and to assist potential Applicants and Refinancing Applicants, the Program Administrator shall prepare or cause to be prepared explanatory materials and forms for Applicants, Refinancing Applicants, Lending Institutions, realtors and other interested parties as the Program Administrator, in its discretion and in consultation with the City, shall determine to be necessary.

Additionally, the Program Administrator shall issue press releases, conduct interviews, hold informational seminars, prepare brochures and otherwise advertise the Program.

(d) **Recordkeeping and Reporting.** The Program Administrator shall create, keep, file, and/or submit the reports and records described in Article VI of this Administration Agreement.

(e) **Processing Applications.** Upon receipt of a completed, or partially completed, Application and Application Fee (paid for by or on behalf of the Borrower) from the Lending Institution, the Program Administrator shall use its best efforts to make the determinations required in Section 4.01(f) hereof and, within five business days of receipt of the Application, depending on the appropriate response, either (i) issue an MCC Commitment or a Certificate, as appropriate; (ii) reject the Application as ineligible and mail the Applicant an explanation of the rejection; or (iii) return the incomplete Application, together with an explanatory letter, to the Applicant.

(f) **Applicant Eligibility.** The Program Administrator shall administer the Program in compliance with the terms of this Administration Agreement and additional guidance provided by the City. The Program Administrator shall determine whether or not the Applicant is eligible to participate in the Program pursuant to this Administration Agreement. To be eligible, an Applicant must satisfy each of the following conditions and the Program Administrator hereby represents, warrants and covenants with the City that it will determine that each of the following conditions is satisfied before issuing an MCC Commitment or a Certificate, as appropriate.

(i) The Certificate will be provided in connection with a loan for the acquisition of a Residence, which, at the time the financing or refinancing on the Residence is executed or assumed, can reasonably be expected to become the Principal Residence of the Holder of the Certificate within a reasonable time (60 days) after the financing is executed or incurred. The Program Administrator shall also determine that the Applicant has pledged to provide notification to such

Program Administrator in the event the Residence ceases to be the Applicant's Principal Residence. The requirements of this paragraph will be met if the Program Administrator relies on the relevant provisions of the Application.

(ii) The Program Administrator shall verify that the Residence is located in the Program Area. The requirement of this paragraph will be met if the Program Administrator relies on the Residence address provided in the Application.

(iii) The Program Administrator shall verify that the Applicant is a First-Time Homebuyer. This paragraph shall not apply with respect to any Residence, financed in connection with the Certificate, located in a Targeted Area. The requirements of this paragraph will be met if the Program Administrator relies on the relevant provisions of the Borrower Affidavit and the Application together with copies of the Applicant's federal income tax return for the preceding three years, which the Program Administrator examines to determine that the Applicant has not claimed a deduction for taxes on property which was the Applicant's Principal Residence pursuant to Section 164(a)(1) of the Code or a deduction pursuant to Section 163 of the Code for interest paid on a mortgage secured by property which was the Applicant's Principal Residence. In the event the Applicant states that the Applicant was not required to file a Federal Income Tax Return, the Program Administrator may rely on a statement contained in the Borrower's Income Tax Return Affidavit that the Applicant was not required by law to file a federal income tax return for any of the three years in lieu of its review of a tax return for the year(s) in question. Where the mortgage is executed during the period between January 1 and February 15 and the Applicant has not yet filed a federal income tax return with the Internal Revenue Service, the Program Administrator may, with respect to such year, rely on provisions of the Borrower's Income Tax Return Affidavit which indicates that the Applicant is not entitled to claim deductions for taxes or interest on indebtedness with respect to property constituting the Borrower's Principal Residence of the preceding calendar year.

(iv) The Program Administrator shall verify that the Purchase Price of the Residence does not exceed the applicable Maximum Purchase Price for Residences. The requirements of this paragraph will be met if the Program Administrator relies on the relevant provisions of the Application and the Seller Affidavit.

(v) The Program Administrator shall verify that the Annual Income of the Applicant does not exceed the applicable Maximum Annual Income. The requirements of this paragraph will be met if the Program Administrator relies on (A) the Application, (B) the amount specified in the Lender's Certification of Applicant Eligibility (MCC-2) (attached to the Program Manual) and other loan documents as the income used to qualify the Borrower for the loan, and (C) copies of the Applicant's federal income tax returns for the preceding three years, which the Program Administrator examines to determine that the

Applicant's Annual Income for each year did not exceed the applicable Maximum Annual Income. In the event that the Borrower's Annual Income as reflected in the Application and the Borrower Affidavit or the loan application exceeds the Maximum Annual Income then the Borrower is not eligible for the Program because the Annual Income exceeds the Maximum Annual Income. In the event that the Borrower's Annual Income, as reflected on the prior years' income tax returns, exceeds the Maximum Annual Income, but the Borrower's Annual Income as reflected by the Borrower's Affidavit and the Mortgage Loan Application and other loan documents is less than the Maximum Annual Income then the eligibility of the Borrower shall be subject to the Program Administrator's reasonable judgment regarding the Borrower's actual Annual Income. The Program Administrator may rely on any relevant additional information in making its determination.

(vi) The Program Administrator shall verify that the Certificate is not issued in connection with the acquisition or replacement of an Existing Mortgage. The requirements of this paragraph will be met if the Program Administrator relies on the relevant provisions of the Application.

(vii) The Program Administrator shall verify that the Applicant knows that the Certificate is not transferable (A) without the prior written consent of the Program Administrator, and (B) unless the transferee meets the Applicant eligibility requirements set forth herein. The requirements of this paragraph will be met if the Program Administrator relies on the relevant provisions of the Application.

(viii) The Program Administrator shall verify that none of the financing for acquisition of the Residence will be provided from proceeds of a Qualified Mortgage Bond or a Qualified Veterans Bond. The requirements of this paragraph will be met if the Program Administrator relies on the relevant provisions of the Application and the Lender Certificate.

(ix) The Program Administrator shall verify that the City, directly or indirectly, has not prohibited the Applicant from obtaining financing from one or more Lending Institutions and has not required the Applicant to obtain financing from one or more Lending Institutions. The requirements of this paragraph will be met if the Program Administrator relies on the relevant provisions of the Application.

(x) The Program Administrator shall verify, that if the Residence financed in connection with the Certificate is located in a particular development where proceeds of the Program were allocated to a developer, the developer has provided the Applicant, the Program Administrator and the City with a certificate stating that the Purchase Price of the Residence was not higher than it would have been had the City not allocated mortgage credit certificates to the development and the Applicant has provided the Program Administrator an affidavit acknowledging receipt of such certificate from the developer. The requirements

of this paragraph will be met if the Program Administrator relies on the relevant provisions of the Application, the Lender Certificate and the certificate of the developer.

(xi) The Program Administrator shall verify that interest on the Indebtedness Amount is not payable or paid to a person who is a related person to the Applicant. The requirements of this paragraph will be met if the Program Administrator relies on the relevant provisions of the Application and the Lender Certificate.

(xii) The Program Administrator shall verify that any points (other than Program administration costs such as the Application Fee and the Issuance Fee), origination fees, servicing fees, loan application fees, survey fees, credit report fees, insurance fees or similar financing costs, and any other fees paid to the Lending Institution providing the Indebtedness, or any other person, are reasonable and not in excess of amounts customarily charged in the area or by the person receiving the fee, with respect to mortgages not provided in connection with mortgage credit certificates. The requirements of this paragraph will be met if the Program Administrator relies on the relevant provisions of the Application and the Lender Certificate.

(xiii) The Program Administrator shall verify that the Applicant has applied for a mortgage loan for the Residence to be financed in connection with the Program. The requirements of this paragraph will be met if the Program Administrator relies on a loan application submitted with the Application.

(xiv) The Program Administrator shall satisfy the Code requirements that Applicants must be provided notice (A) upon origination, that the Certificate is subject to the recapture tax provisions of the Code; and (B) within 90 days of origination, of the federally subsidized amount and the modified amount applicable, during each of the nine years following the origination of the mortgage loan for which the Certificate is issued, for each category of family size.

Information returns required to be submitted by real estate brokers under Section 6045(e) of the Code, and statements of such returns furnished to customers, must indicate whether the seller's mortgage loan was federally subsidized within the meaning of the recapture requirements. In order to comply with the requirements of the Code and to disclose such requirements to prospective Holders, the Program Administrator shall provide (1) to each Applicant at the time of loan application, a copy of the Certificate of Initial Receipt of Recapture Notice attached to the Program Manual; and (2) at the time of settlement of the mortgage loan (closing) a completed Recapture Notice and Computation Worksheet, which notice includes the information required by Section 143(m)(7) of the Code in the form attached to the Program Manual. This requirement also applies to the transferee of any Certificate, and the Program Administrator agrees that it will provide corresponding notices upon any transfer of a Certificate that occurs within nine years after the date of closing or transfer, as the case may be.

(g) ***Processing Refinancing Applications.*** Upon receipt of a completed, or partially completed, Refinancing Application and Application Fee, the Program Administrator shall use its best efforts to make the determinations required in Section 4.01(h) hereof and, within five business days of receipt of the Refinancing Application, depending on the appropriate response, either (i) issue a Reissued Certificate; (ii) reject the Refinancing Application as ineligible and mail the Refinancing Applicant an explanation of the rejection; or (iii) return the incomplete Refinancing Application, together with an explanatory letter, to the Refinancing Applicant. The Program Administrator may retain legal counsel to help in the performance of its duties herein and all expenses incurred pursuant to this paragraph will be paid for by the City; provided that an Authorized City Representative has given approval of the expenditure.

(h) ***Refinancing Applicant Eligibility.*** The Program Administrator shall administer the Program to assure compliance with the terms of this Administration Agreement. The Program Administrator shall determine whether or not the Refinancing Applicant is eligible to participate in the Program pursuant to this Administration Agreement. To be eligible, a Refinancing Applicant must satisfy each of the following conditions and the Program Administrator hereby represents, warrants and covenants with the City that it will determine that each of the following conditions is satisfied before issuing a Reissued Certificate.

(i) The Program Administrator shall verify that the Refinancing Applicant is a Holder of an outstanding Certificate previously issued in connection with the Program and that the Reissued Certificate will relate to the same Residence to which the outstanding Certificate relates. The requirement of this paragraph will be met if the Program Administrator relies on the relevant provisions of the Refinancing Application and receives the original outstanding Certificate from the Refinancing Applicant.

(ii) The Reissued Certificate will be provided in connection with a loan which refinanced, directly or indirectly, a loan for the acquisition of a Residence which, at the time the refinancing on the Residence was executed and the Reissued Certificate is issued, can reasonably be expected to continue to be the Principal Residence of the Holder of the Reissued Certificate. The Program Administrator shall also determine that the Refinancing Applicant has pledged to provide notification to the Program Administrator in the event the Residence ceases to be the Refinancing Applicant's Principal Residence. The requirements of this paragraph will be met if the Program Administrator relies on the relevant provision of the Refinancing Application.

(iii) The Program Administrator shall verify that the Indebtedness Amount of the Reissued Certificate is not greater than the outstanding principal balance, immediately prior to refinancing, of the Indebtedness Amount of the Certificate which is to be replaced by the Reissued Certificate. The requirements of this paragraph will be met if the Program Administrator relies on the relevant provision of the Refinancing Application and the attachments submitted therewith.

(iv) The Program Administrator shall verify, to the extent possible, that the Reissued Certificate does not result, in any taxable year, in an increase in the federal income tax credit that would have been available to the Refinancing Applicant under the original Certificate to be replaced, directly or indirectly, by the Reissued Certificate. To that end, the Program Administrator shall verify that the expiration date of the Reissued Certificate is not later than the earlier of the expiration of the original Certificate to be replaced, directly or indirectly, by the Reissued Certificate or the scheduled final maturity date of the acquisition related to the original Certificate which is to be replaced, directly or indirectly, by the Reissued Certificate (i.e., the first Certificate issued to the Refinancing Applicant under the Program). The Program Administrator shall also inform the Holder of such Reissued Certificate that the Holder is responsible for calculating the federal income tax credit which would have been available each year under the original Certificate (determined by using either the scheduled interest method or the hypothetical interest method, whichever is applicable, as provided in Section 1.25 3(p)3(v) of the Income Tax Regulations) in order to determine the amount of the federal income tax credit available under the Reissued Certificate. The requirements of this paragraph will be met if the Program Administrator relies on the relevant provision of the Refinancing Application and the Program Administrator's records relating to the Refinancing Applicant's original Certificate and issues a Reissued Certificate.

(v) The Program Administrator shall verify that the Refinancing Applicant knows that the Reissued Certificate is not transferable (A) without the prior written consent of the Program Administrator, and (B) unless the transferee meets the Applicant eligibility requirements set forth herein. The requirements of this paragraph will be met if the Program Administrator relies on the relevant provisions of the Refinancing Application.

(vi) The Program Administrator shall verify that none of the loan related to the Reissued Certificate was provided from proceeds of a Qualified Mortgage Bond or a Qualified Veterans Bond. The requirements of this paragraph will be met if the Program Administrator relies on the relevant provisions of the Refinancing Application and the Refinancing Lender Certificate.

(vii) The Program Administrator shall verify that the City, directly or indirectly, has not prohibited the Refinancing Applicant from obtaining financing from one or more Lending Institutions and has not required the Refinancing Applicant to obtain financing from one or more Lending Institutions. The requirements of this paragraph will be met if the Program Administrator relies on the relevant provisions of the Refinancing Application.

(viii) The Program Administrator shall verify that the interest on the loan related to the Reissued Certificate is not payable or paid to a person who is a related person to the Refinancing Applicant. The requirements of this paragraph will be met if the Program Administrator relies on the relevant provisions of the Refinancing Application and the Refinancing Lender Certificate.

(ix) The Program Administrator shall verify that any points (other than Program administration costs such as the Issuance Fee), origination fees, servicing fees, loan application fees, survey fees, credit report fees, insurance fees or similar financing costs, and any other fees paid to the Lending Institution providing the loan related to the Reissued Certificate, or any other person, were (A) reasonable; and (B) not in excess of amounts customarily charged in the area or by the person receiving the fee, with respect to mortgages not provided in connection with mortgage credit certificates. The requirements of this paragraph will be met if the Program Administrator relies on the relevant provisions of the Refinancing Application and the Refinancing Lender Certificate.

(x) The Program Administrator shall verify that the Refinancing Applicant has received a refinancing mortgage loan for the Residence originally financed in connection with the Program. The requirements of this paragraph will be met if the Program Administrator relies on the relevant provisions of the Refinancing Application and attachments submitted therewith and the Refinancing Lender Certificate.

Section 4.02. MCC Commitment. In the event that an Applicant, as evidenced by its Application and material submitted in connection therewith, has satisfied the requirements of Section 4.01(f) hereof (other than the submission of the Borrower Affidavit, the Seller Affidavit, Borrower's Income Tax Return Affidavit, if any, and the Lender Certificate), the Program Administrator shall determine that the Applicant is eligible for the Program. An eligible Applicant shall be issued an MCC Commitment; provided that the Proceeds of such MCC Commitment, if issued, would not cause the Unused Allocation to be less than \$1.

If issuance of the MCC Commitment would cause the Unused Allocation to be less than \$1, the Applicant shall be reclassified as ineligible for the Program because the Certificate Authority is expended. The Program Administrator shall so inform the Applicant as provided in Section 4.01(e)(ii) hereof.

Twenty percent of the Nonissued Bond Amount (\$8,000,000) shall be reserved for Applicants financing or refinancing Residences located in Targeted Areas until May 20, 2017. Certificate Authority not used prior to May 20, 2017 may apply to Applicants financing or refinancing Residences located in Targeted Areas or Non-Targeted Areas.

The Program Administrator shall issue its MCC Commitments in the form attached to the Program Manual with such changes and modifications as it shall determine. The MCC Commitment shall contain the following information:

- (a) the name, address and taxpayer identification number of the Applicant;
- (b) the address of the Residence to be financed in connection with the Program;
- (c) the Indebtedness Amount that has been set aside on behalf of the Applicant;

- (d) the Credit Rate;
- (e) a list of materials and verifications that must be provided before a Certificate will be issued to the Applicant; and
- (f) the Expiration Date of the MCC Commitment.

The MCC Commitment, together with a form of Borrower Affidavit and Seller Affidavit shall be mailed by first-class mail, postage prepaid, to the Applicant. The Borrower Affidavit and Seller Affidavit shall indicate the Applicant's name, social security number and a reference number, if necessary, to enable the Program Administrator to assemble the application materials efficiently. A copy of the MCC Commitment shall be retained by the Program Administrator.

Upon mailing of the MCC Commitment, the Program Administrator shall mail the Lender Certificate and a copy of the applicable MCC Commitment, by first-class mail, postage prepaid, to the Lender.

Section 4.03. Issuance of Certificates. The City shall provide the Program Administrator with an initial numbered set of 50 Certificates. When the Program Administrator determines that additional Certificates will be necessary, it shall request up to 50 additional Certificates by providing notice to the City under Section 9.15 hereof. Upon a determination that the Program Administrator is in compliance with reporting requirements, the City shall provide the next numbered Certificates up to a maximum of 50 Certificates. Upon a determination by the Program Administrator that an Applicant has submitted all the necessary materials including (A) the Borrower Affidavit reflecting no material changes from the Application of the Applicant that would cause the Applicant to be ineligible to receive a Certificate; (B) the Seller Affidavit; (C) the Lender Certificate; (D) income tax returns for the most recent three years and/or the Borrower's Income Tax Return Affidavit; (E) the loan application; (F) the Application Fee; (G) certificate evidencing successful completion of a Homebuyers Education Course in accordance with Section 4.08 hereof; and (H) such additional materials as the Program Administrator may deem necessary, the Program Administrator shall make a final determination of the Applicant's eligibility for the Program. Such determination shall assure that each of the following is true:

- (a) that the Applicant satisfies each of the conditions set forth in Section 4.01(f) hereof;
- (b) that the Application Fee, if applicable, has been paid by or on behalf of the Applicant or that provision for payment of the Application Fee has been arranged with the escrow agent (or a similar entity) handling the closing of the related mortgage loan;
- (c) that the Proceeds of the Applicant's Certificate, if issued, would not cause the Unused Allocation (after taking into account cancellation of the related MCC Commitment) to be less than \$1; and
- (d) that the Issue Date is (i) on or after May 20, 2016 (which is after the date of the Election and at least 91 days after the Publication Date); and (ii) on or before the Expiration Date.

Upon completion of each of the above determinations and its findings that issuance of the Certificate will not violate the terms of this Administration Agreement, the Program Administrator is hereby authorized and directed to prepare and complete on behalf of the City, a Certificate for the Applicant. The Certificate shall be in the form of Exhibit A-1 hereto with such additions, substitutions and completions as are necessary. The Certificates shall be executed by the manual or facsimile signatures of the officers of the City authorized by the Ordinance and shall be countersigned by the manual signature of an authorized agent of the Program Administrator.

The original Certificate shall be mailed, by first-class mail, postage prepaid, to the Applicant. One copy of the Certificate shall be retained by the Program Administrator on behalf of the City. A second copy shall be mailed to the Lending Institution providing the indebtedness for its records. A third copy shall be mailed to the Colorado Department of Local Affairs.

Upon issuance of the Certificate, the Program Administrator shall cancel the related MCC Commitment and treat it as expired.

Section 4.04. Numbering of the Certificates. The Certificates, other than Reissued Certificates, shall be numbered consecutively upward from Number 100. Reissued Certificates numbers shall begin with the letter “R” and shall bear a number that corresponds to the number of the original Certificate replaced by the Reissued Certificate and reflects the number of times such original Certificate has been reissued. (For example, if the loan relating to a Reissued Certificate was the second refinancing of the loan relating to original Certificate Number 200, the number of the Reissued Certificate would be “R200-2.”) The Program Administrator shall be certain that no two certificates bear the same number.

Section 4.05. Revocation of Certificates. In the event that the Program Administrator obtains actual knowledge that any of the representations contained in a Borrower Affidavit, Application or Refinancing Application of a Holder were false at the time made or that the Residence is no longer the Holder’s Principal Residence, then the Program Administrator shall revoke the Holder’s Certificate. Revocation shall be effected by mailing such notice to the Holder for which the Certificate was issued and by notifying the Internal Revenue Service on IRS Form 8330, which is required to be filed pursuant to Section 6.02 hereof. The Program Administrator shall deliver copies of such revocation notice and IRS Form 8330 to the City.

Section 4.06. Mutilated, Lost, Stolen or Destroyed Certificates. In the event any Certificate is mutilated, lost, stolen or destroyed, the Program Administrator, on behalf of the City, may execute and deliver a new Certificate for the Holder, executed by facsimile signature of the City in the same numbering as the original Certificate, and including the original signature of the Program Administrator specified in the original Certificate at the same Credit Rate and Indebtedness Amount; provided that (a) in the case of a mutilated Certificate, such mutilated Certificate shall first be surrendered to the Program Administrator; and (b) in the case of any lost, stolen or destroyed Certificate, there shall first be furnished to the Program Administrator evidence of such loss, theft or destruction satisfactory to it. At its discretion, the Program Administrator may charge an administrative or processing fee not to exceed \$25 in connection with the execution and issuance of a new Certificate as provided in this Section.

Section 4.07. Issuance of Reissued Certificates. Upon a determination by the Program Administrator that a Refinancing Applicant has submitted all the necessary materials including (a) the Refinancing Application; (b) the original Certificate issued to the Refinancing Applicant in connection with the Program relating to the loan refinanced by the loan relating to the Reissued Certificate; (c) the Refinancing Lender Certificate; (d) copies of the settlement statement and promissory note for the loan relating to the Reissued Certificate; and (e) such additional materials as the Program Administrator may deem necessary, the Program Administrator shall make a final determination of the Refinancing Applicant's eligibility for the issuance of a Reissued Certificate. Such determination shall assure that the Refinancing Applicant satisfies each of the conditions set forth in Section 4.01(h) hereof. Upon completion of the final determination and its findings that issuance of the Reissued Certificate will not violate the terms of this Administration Agreement, the Program Administrator shall request that the City provide to the Program Administrator a Reissued Certificate by providing notice to the City under Section 9.15 hereof. Upon a determination that the Program Administrator is in compliance with reporting requirements, the City shall provide the Reissued Certificate to the Program Administrator and the Program Administrator is hereby authorized and directed to prepare and complete on behalf of the City, a Reissued Certificate for the Refinancing Applicant. The Reissued Certificate shall be in the form of Exhibit A-2 hereto, with such additions, substitutions and completions as are necessary. The Certificates shall be executed by the manual or facsimile signatures of the officers of the City authorized by the Ordinance and shall be countersigned by the manual signature of an authorized agent of the Program Administrator.

The original Reissued Certificate shall be mailed, by first-class mail, postage prepaid, to the Refinancing Applicant. One copy of the Reissued Certificate shall be retained by the Program Administrator on behalf of the City. A second copy shall be mailed to the Lending Institution providing the indebtedness for its records. A third copy shall be mailed to the Colorado Department of Local Affairs.

Upon issuance of the Reissued Certificate, the Program Administrator shall cancel the Certificate relinquished by the Refinancing Applicant and being replaced by the Reissued Certificate.

Section 4.08. Homebuyer Education. Each Borrower, regardless of whether the Borrower is a First Time Homebuyer is required to complete a Homebuyer Education Course prior to the issuance of a Certificate to such Borrower.

ARTICLE V

FEES

Section 5.01. Collection of Application Fee. Prior to sending an MCC Commitment to any approved applicant, the Program Administrator shall have received from the Lending Institution on behalf of the Borrower or the Refinancing Borrower the Application Fee or provision for payment of the Application Fee shall have been arranged with the escrow agent handling the closing of the related mortgage loan prior to the submission of the Application by the Lending Institution on behalf of the Borrower or the Refinancing Borrower, as applicable.

Section 5.02. Collection of Issuance Fee. On or prior to the issuance date of any Certificate or Reissued Certificate, the Program Administrator shall receive or shall have received the Issuance Fee from the Borrower or the Refinancing Borrower or the Lending Institution on behalf of the Borrower or the Refinancing Borrower, as applicable.

Section 5.03. Lender Participation Fee. Any Lending Institution participating in the Program must pay to the Program Administrator the Lender Participation Fee on or prior to any such Lending Institution submitting an Application on behalf of a Borrower.

ARTICLE VI

REPORTING REQUIREMENTS

Section 6.01. Quarterly Reports of City. At least 10 days prior to each Quarterly Report Date the Program Administrator shall, on behalf of the City, prepare and submit to the City a quarterly report for the preceding quarter. The report shall be submitted to the City on IRS Form 8330 and shall contain the information required therein, including:

- (a) the name, address, and Taxpayer Identification Number of each Holder of the Certificates;
- (b) the date of the City's Election and the Nonissued Bond Amount;
- (c) the sum of the products determined by multiplying:
 - (i) the Indebtedness Amount of each Certificate issued under the Program by such Program Administrator during the calendar quarter; and
 - (ii) the Credit Rate with respect to each Certificate; and
- (d) a listing of the name, address and Taxpayer Identification Number of each Holder of a Certificate which has been revoked during the calendar quarter.

The report filed for the quarter that is the last quarter in which a Certificate may be issued under the Program shall contain a statement to that effect.

Section 6.02. Filing of Quarterly Reports. The reports required by this Article VI are to be filed by certified mail, return receipt requested, on or before each Quarterly Report Date by the Program Administrator on behalf of the City with the Department of the Treasury, Internal Revenue Service Center, Ogden, Utah 84201. The Program Administrator shall send a copy of the report to the City as evidence of its filing.

Section 6.03. Information Report. On or before the July 20 next following a Reporting Period, the Program Administrator shall compile, assemble, prepare and submit to the City (with a copy to counsel to the City) an annual report for the most recent Reporting Period. The annual information report shall be in the form and contain the information required by Section 1.25-4T(e) of the Income Tax Regulations, which form is set forth in Exhibit E attached hereto.

Section 6.04. Assembly and Filing of Information. The Program Administrator shall then (on or before the August 5 next following a Reporting Period) execute and file the Mortgage Credit Certificate Information Report required by Section 1.25-4T(e) of the Income Tax Regulations. The Mortgage Credit Certificate Information Report shall be in the format and on the form, if available, prescribed in Section 1.25-4T(e) of the Income Tax Regulations. The Mortgage Credit Certificate Information Report shall be filed by certified mail, return receipt requested, at the Department of the Treasury, Internal Revenue Service Center, Ogden, Utah 84201. The Program Administrator shall send a copy of the report to the City as evidence of its filing.

Section 6.05. General Recordkeeping and Reporting. The Program Administrator shall also maintain such files and records as will enable it to report to the City, from time to time, on the then current status of the Program, including but not limited to the amount of Certificates issued, the average annual income of the Holders and the average Purchase Price of Residences for which Certificates have been issued (and the location of Residences for which Certificates have been issued).

Section 6.06. Demographic Reports. The Program Administrator shall compile a report based upon the Demographic Report completed by each Applicant in the form attached hereto as Exhibit B for which the Program Administrator has issued a Certificate and shall submit such reports to the City on a calendar quarter basis.

Section 6.07. Fee Reports. The Program Administrator shall submit to the City, no later than 15 days after the end of each calendar quarter, a report which lists (a) the amount of each Application Fee collected during the preceding quarter and the amount of the corresponding loan, (b) the aggregate amount of all Application Fees collected in the preceding quarter, (c) the aggregate amount of all Application Fees collected in the Program throughout the term of the Program through the end of the preceding quarter, (d) the amount of each Issuance Fee collected during the preceding quarter and the amount of the corresponding loan, (e) the aggregate amount of all Issuance Fees collected in the preceding quarter, and (f) the aggregate amount of all Issuance Fees collected in the Program throughout the term of the Program through the end of the preceding quarter.

Section 6.08. Monthly Reports and Notice to the City. The Program Administrator shall submit to the City, no later than the fifteenth of each month, a report stating the amount of Certificates issued under the Program, including the percentage of which is attributable to Targeted Ares, and the Unused Allocation. The Program Administrator shall estimate the date on which all of the Allocation shall be issued and provide notice to the City 90 days prior to such date and to the Participating Lenders 30 days prior to such date.

ARTICLE VII

PROGRAM ADMINISTRATOR

Section 7.01. Status of the Program Administrator. In the performance of all its activities hereunder, the Program Administrator shall be an independent contractor acting on its own behalf and for its own account, unless otherwise specifically provided herein. The Program

Administrator shall have full power and authority to do and perform any and all things that the Program Administrator may deem necessary or desirable to carry out its duties and responsibilities under this Administration Agreement.

Section 7.02. Merger or Consolidation of the Program Administrator. With the written consent of the City, the Program Administrator may 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 or business as an entirety and thereafter dissolve, if the surviving, resulting or transferee entity, as the case may be, (a) shall be authorized to do business in the State; (b) after giving effect to such transaction, have a net worth substantially equal to or in excess of that of the Program Administrator immediately prior to such acquisition, consolidation or merger; and (c) (unless the Program Administrator is the surviving entity) shall assume in writing all of the obligations of the Program Administrator under this Administration Agreement.

Section 7.03. Program Administrator Not To Resign; Removal. Subject to Sections 8.02 and 9.03, (a) the Program Administrator may not resign from the obligations and duties imposed and accepted by the terms of this Administration Agreement, and (b) there shall be no removal of the Program Administrator.

Section 7.04. Delegation of Duties of the Program Administrator. The Program Administrator may delegate any of the obligations and duties imposed and accepted by it hereunder only with the prior written consent of the City.

ARTICLE VIII

EVENTS OF DEFAULT

Section 8.01. Program Administrator Events of Default Defined. The happening of any one or more of the following shall constitute an “Event of Default” by the Program Administrator under this Administration Agreement:

(a) Failure to observe or perform in any material respect any covenant, condition or agreement in this Administration Agreement to be observed or performed for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, given to it by the City; provided, however, if the failure stated in the notice cannot be corrected within the 30-day period, the City may agree in writing to a 30-day extension of such time prior to its expiration if corrective action is instituted within the 30-day period and so long as such corrective action will be diligently pursued until the failure is corrected.

(b) A decree or order of a court or agency or supervisory authority having jurisdiction in the premises shall have been entered against the Program Administrator for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or other similar proceedings, or for the winding up or liquidation of its affairs, and such decree or order shall have remained in force and undischarged or unstayed for a period of 60 days.

(c) The Program Administrator shall consent to the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or other similar proceedings, or for the winding up or the liquidation of the affairs of or relating to the Program Administrator or of or relating to all or substantially all of its property.

(d) The Program Administrator shall admit in writing its inability to pay its debts generally as they become due, file a petition to take advantage of any applicable insolvency or reorganization statutes, make an assignment for the benefit of its creditors, or voluntarily suspend payment of its obligations.

(e) The determination that any representation of or warranty by the Program Administrator in this Administration Agreement shall have been false in any material respect when made.

Section 8.02. Program Administrator Default Remedies. Upon the occurrence of an Event of Default by the Program Administrator, the City:

(a) by notice in writing to the Program Administrator may, subject to applicable state and federal law, terminate all of the Program Administrator's rights, powers, duties and obligations hereunder; and

(b) may take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under this Administration Agreement or to enforce performance and observance of any obligation, agreement or covenant of the Program Administrator under this Administration Agreement.

At the time the City notifies the Program Administrator of its termination, all rights, duties and obligations of the Program Administrator hereunder shall be terminated and shall pass to and vest in such successor Program Administrator that the City shall appoint (which appointment may be evidenced by the written direction of the Authorized City Representative or other authorized officer of the City). Such successor forthwith shall execute an agreement, in form and substance satisfactory to the City confirming its assumption of all such rights, duties and obligations.

Section 8.03. 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 Administration Agreement or existing at law or in equity. No delay or omission to exercise any right or power occurring upon the happening of any event set forth in Section 8.01 hereof shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it in this Article, it shall not be necessary to give notice, other than such notice as may be required in this Article.

Section 8.04. Agreement To Pay Attorneys' Fees and Expenses. In the event that the Program Administrator fails to perform its obligations under any of the provisions of this

Administration Agreement and the City employs attorneys or incurs other expenses in connection with such default or for the enforcement of the performance of any obligation or agreement on the part of the Program Administrator herein contained, the Program Administrator agrees to pay or reimburse the City on demand the reasonable fees of such attorneys and such other incurred expenses as a result of action or inaction by the Program Administrator.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.01. Amendments, Changes and Modifications. Except as set forth in this Section 9.01, subsequent to the Election and prior to the Program Expiration Date, this Administration Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Program Administrator and the City. No such amendment shall become effective unless accompanied by an opinion or opinions of counsel acceptable to the City that if such amendment takes effect the Program will remain a “qualified mortgage credit certificate program” as defined in the Code and will remain valid and authorized under the Charter and the Ordinance.

Section 9.02. Term. The initial term during which the Program Administrator’s services shall be rendered under this Administration Agreement is from May 20, 2016, through December 31, 2016 (the “Initial Term”), unless terminated sooner under Section 9.03 of this Administration Agreement. The Initial Term of this Administration Agreement shall automatically renew and extend annually on December 31 of each year until December 31, 2019, unless the City provides written notice to the Program Administrator on or before December 30 of each year until December 30, 2019 indicating its desire not to renew this Administration Agreement. The City may extend the term of this Administration Agreement beyond December 31, 2019 upon written agreement executed by the City and the Program Administrator.

Section 9.03. Termination. The City has the right to terminate this Administration Agreement, with or without cause, on 30 days’ written notice to Program Administrator signed by the City Attorney. However, nothing herein shall be construed as giving Program Administrator the right to perform services under this Administration Agreement beyond the time when such services become unsatisfactory to the City.

In addition, the City may, by 30 days’ written notice to Program Administrator, terminate this Administration Agreement in the event Program Administrator or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Program Administrator’s business.

Program Administrator has the right to terminate this Administration Agreement for cause by giving not less than 30 days’ written notice to the City.

If this Administration Agreement is terminated, the City shall take possession of all records, materials, equipment, tools and facilities owned by the City that Program Administrator is using by whatever method the City deems expedient. Program Administrator shall deliver to the City all drafts or other documents it has completed or partially completed under this Administration Agreement, together with all other items, materials and documents which have been paid for by the City; and these documents and materials shall be the property of the City. Copies of work product incomplete at the time of termination shall be marked "DRAFT-INCOMPLETE." The City shall use any and all such incomplete documents or incomplete data at its own risk.

Upon termination of this Administration Agreement by the City, Program Administrator shall not have any claim against the City by reason of such termination or by reason of any act incidental to termination, except for compensation for work satisfactorily performed prior to termination as described in this Administration Agreement.

Section 9.04. Examination of Records. Program Administrator agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three years after the final payment under this Administration Agreement, have access to and the right to examine any books, documents, papers and records of Program Administrator related to this Administration Agreement.

Section 9.05. When Rights and Remedies Not Waived. In no event shall any action by either the City or the Program Administrator, other than the written waiver of a breach of covenant or default by the City or the Program Administration, as applicable, constitute or be construed to be a waiver by that party of any breach of covenant or default which may then exist on the part of the other party. The City's or the Program Administrator's action or inaction when any breach exists shall not impair or prejudice the remedy available to that party with respect to such breach as set forth herein. No assent, expressed or implied, to any breach of any provisions of this Administration Agreement shall be deemed to be a waiver of any other breach.

Section 9.06. Insurance.

(a) **General Conditions.** Program Administrator agrees to secure, at or before the time of execution of this Administration Agreement, insurance covering all operations, goods or services provided pursuant to this Administration Agreement as set forth herein. Program Administrator shall keep the required insurance coverage in force at all times during the term of this Administration Agreement, or any extension, during any warranty period, and for three years after termination of this Administration Agreement. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. A lack of the required insurance shall be deemed to be a default of Program Administrator's obligations under this Administration Agreement. The insurance coverages specified in this Administration Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Program Administrator. Program Administrator shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Administration Agreement.

(b) ***Proof of Insurance.*** Program Administrator shall provide a copy of this Administration Agreement to its insurance agent or broker. Program Administrator may not commence services or work relating to this Administration Agreement prior to placement of coverages required under this Agreement. Program Administrator hereby certifies that the certificate of insurance (preferably an ACORD certificate of insurance) complies with all insurance requirements of this Administration Agreement, and shall provide a copy of its current certificate of insurance to the City. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Administration Agreement shall not act as a waiver of Program Administrator's breach of this Administration Agreement or of any of the City's rights or remedies under this Administration Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(c) ***Additional Insureds.*** For general liability insurance, Program Administrator's insurer shall name the City as an additional insured.

(d) ***Waiver of Subrogation.*** For the commercial general liability insurance only, Program Administrator's insurer shall waive subrogation rights against the City.

(e) ***Subcontractors and Subconsultants.*** Program Administrator shall require all sub-consultants and subcontractors (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) to procure and maintain the same coverages required of the Program Administrator, where appropriate. Program Administrator agrees to provide proof of insurance for all such subcontractors, independent contractors, suppliers or other entities upon request by the City.

(f) ***General Liability.*** Program Administrator shall maintain limits of \$1,000,000 for each occurrence claim, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations for each occurrence (subject to policy aggregate), and \$2,000,000 policy aggregate. All general liability insurance policies must provide the following:

- (i) contractual liability covering the indemnification provisions of this Administration Agreement;
- (ii) a severability of interests provision;
- (iii) a provision that coverage is primary; and
- (iv) a provision that coverage is non-contributory with other coverage or self-insurance provided by the City.

For all general liability insurance, if the policy is a claims-made policy, then the retroactive date must be on or before the date of this Administration Agreement, or the first date when any goods or services were provided to the City, whichever is earlier.

(g) ***Automobile Liability.*** Program Administrator shall maintain combined single limits of \$1,000,000 applicable to all owned, hired and non-owned vehicles used in performing services under this Administration Agreement.

(h) ***Professional Liability.*** Program Administrator shall maintain a minimum of \$1,000,000 of Errors and Omissions or other Professional Liability Insurance per claim and in the aggregate.

(i) ***Workers' Compensation/Employer's Liability Insurance.*** To the extent the Program Administrator has employees located in the State, the Program Administrator shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. The Program Administrator expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Program Administrator's officers or employees located in the State who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Program Administrator executes this Agreement.

Section 9.07. Indemnification. Program Administrator shall defend, release, indemnify and hold harmless the City, its officers, agents and employees from and against: (a) any and all damages, including loss of use, to property, including City property; or (b) injuries to or death of any person or persons (including officers, agents and employees of the City); and (c) any and all claims, demands, suits, causes of action, liabilities, fines, penalties, costs, expenses (including reasonable attorneys' fees, expert witness fees and all associated defense fees), or proceedings of any kind or nature, including workers' compensation claims, of or by anyone, regardless of the legal theory(ies) upon which premised, directly caused by the acts or omissions of Program Administrator or those performing under it in connection with its performance under this Administration Agreement or its use or occupancy of real or personal property hereunder, including acts or omissions of the officers, employees, agents, contractors, representatives, invitees, or licensees of Program Administrator. Program Administrator's obligation to indemnify or hold harmless the City, its officers, agents and employees under this Section 9.07 shall not apply to liability or damages proximately caused by and apportioned to the negligence of the City's officers, agents and employees.

This indemnity clause shall also cover the City's defense costs, in the event that the City, in its sole discretion elects to provide its own defense. The City retains the right to disapprove counsel, if any, selected by Program Administrator to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised.

Insurance coverage requirements specified in this Administration Agreement shall in no way lessen or limit the liability of Program Administrator under the terms of this indemnification obligation. Program Administrator shall obtain, at its own expense, any additional insurance that

it deems necessary for the City's protection in the performance of this Administration Agreement.

Program Administrator shall require all contracts with subcontractors performing work under this Administration Agreement to contain an indemnification provision identical to this Section.

Section 9.08. Colorado Governmental Immunity Act. The City and the Program Administrator agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, et seq.

Section 9.09. Taxes, Charges and Penalties. The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20 107, et seq. Program Administrator shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under this Administration Agreement and shall allow no lien, mortgage, judgment or execution to be filed against City property, including but not limited to land, facilities, improvements or equipment.

Section 9.10. Assignment and Subcontracting.

(a) **Assignment.** Program Administrator agrees that it will not assign or transfer any of its rights or obligations under this Administration Agreement without first obtaining the written consent of the City, which consent may be withheld at the sole and absolute discretion of the City. A transfer will include a merger, consolidation, liquidation or change of ownership by which 50% or more of the outstanding voting stock is transferred. Any attempt by Program Administrator to assign or transfer its rights or obligations without the prior written consent of the City shall, at the option of the City, terminate this Administration Agreement and all rights of Program Administrator. Any assignment, and any consent thereto, shall not become effective until the assignee executes a document satisfactory to the City wherein assignee (i) assumes the obligations under this Administration Agreement; and (ii) agrees to be bound by all of the terms, covenants and conditions of this Administration Agreement.

(b) **Subcontracting.** Program Administrator agrees that it will not subcontract any of its obligations under this Administration Agreement without first obtaining the written consent of the City, which consent may be withheld in the absolute discretion of the City. Program Administrator shall submit to the City a request to subcontract, which sets forth the role of the proposed subcontractor. If the City consents to the subcontract, such action shall not be construed to create any contractual relationship between the City and Program Administrator's subcontractor. Program Administrator shall remain fully responsible to the City according to this Administration Agreement.

Section 9.11. No Third-Party Beneficiary. The City and the Program Administrator agree that enforcement of the terms and conditions of this Administration Agreement, and all rights of action relating to enforcement, shall be strictly reserved to the City and the Program

Administrator. Nothing contained in this Administration Agreement shall give any claim or right of action to any third person. The City and the Program Administrator intend that any person other than the City or Program Administrator receiving services or benefits pursuant to this Administration Agreement shall be deemed to be an incidental beneficiary only.

Section 9.12. No Authority To Bind City to Contracts. Program Administrator has no authority to bind the City on any contractual matters. Final approval of all contractual matters that obligate the City must be by the City, as required by Charter and Ordinance.

Section 9.13. Severability. The City and the Program Administrator agree that if any provision of this Administration Agreement or any portion thereof, except for the provisions of this Administration Agreement requiring appropriation of funds and limiting the total amount payable by the City, is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of the City and the Program Administrator can be fulfilled.

Section 9.14. Conflict of Interest. No official or employee of the City shall have any personal or beneficial interest in the services or property described in this Administration Agreement. Program Administrator agrees not to hire or contract for services any employee or officer of the City which would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12. Program Administrator agrees that it will not engage in any transaction, activity or conduct that would result in a conflict of interest under this Administration Agreement. Program Administrator represents that it has disclosed in writing to the City current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Program Administrator by placing Program Administrator's own interests, or the interests of any party with whom Program Administrator has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest. If a conflict is found to exist, the City shall give Program Administrator written notice describing the conflict. Program Administrator shall have 30 days from the date of the notice to eliminate or cure the conflict of interest in a manner acceptable to the City. If the conflict is not cured, the City may terminate this Administration Agreement.

Section 9.15. Notices. Notices required by this Administration Agreement shall be deemed delivered if sent by the City or the Program Administrator in the United States mail, postage prepaid, to the City or the Program Administrator at the following addresses three business days after being placed in the United States Postal Service mail:

to the City: City and County of Denver, Colorado
Division of Housing and Neighborhood Development
Seventh Floor
201 West Colfax Avenue
Denver, CO 80202
Attention: Rick Padilla

with copies to: Department of Finance
201 West Colfax Avenue
Department 1010
Denver, CO 80202
Attention: Andrew Johnston

Denver City Attorney's Office
Department 1207
201 West Colfax Avenue
Denver, CO 80202
Attention: Jo Ann Weinstein

to Program
Administrator: Raymond James & Associates, Inc.
Two Buckhead Plaza
Suite 702
3050 Peachtree Road, NW
Atlanta, GA 30305
Telephone: (404) 279-5950
jennifer.payne@raymondjames.com
Attention: Jennifer Payne

The addresses may be changed by the City and the Program Administrator by written notice to the other party.

Section 9.16. Disputes. All disputes between the City and Program Administrator regarding this Administration Agreement shall be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b), et seq. For the purposes of that procedure, the City official rendering a final determination shall be the City Attorney.

Section 9.17. Governing Law; Venue. This Administration Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver ("Municipal Code"), and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Municipal Code, including any amendments. The Charter and Municipal Code, as amended, are hereby expressly incorporated into this Administration Agreement. Venue for any legal action relating to this Administration Agreement shall lie in the District Court in and for the City and County of Denver.

Section 9.18. No Discrimination in Employment. In connection with the performance of services under this Administration Agreement, Program Administrator agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. Program Administrator agrees to insert the foregoing provision in all subcontracts hereunder.

Section 9.19. Use, Possession or Sale of Alcohol or Drugs. Program Administrator shall cooperate and comply with the provisions of Executive Order 94 concerning the use, possession or sale of alcohol or drugs. Violation of this provision can result in the City Attorney terminating this Administration Agreement or barring Program Administrator from City facilities or from participating in City operations.

Section 9.20. Legal Authority. Program Administrator represents and warrants that it possesses the legal authority, to enter into this Administration Agreement. Each person signing and executing this Administration Agreement on behalf of Program Administrator represents and warrants that such person has been fully authorized by Program Administrator to execute this Administration Agreement on behalf of Program Administrator and to validly and legally bind Program Administrator to all the terms of this Administration Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Administration Agreement if there is a dispute as to the legal authority of either Program Administrator or the person signing this Administration Agreement to enter into this Administration Agreement.

Section 9.21. Order of Precedence. In the event of any conflicts between the language of this Administration Agreement and the exhibits, the language of this Administration Agreement shall control.

Section 9.22. Survival of Certain Provisions. The City and the Program Administrator agree that all terms and conditions of this Administration Agreement, together with any exhibits and attachments, which by reasonable implication contemplate continued performance or compliance beyond the termination of this Administration Agreement, by expiration of the term or otherwise, shall survive termination and shall continue to be enforceable. Without limiting the generality of this provision, Program Administrator's obligations to provide insurance and to indemnify the City shall survive for a period equal to all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

Section 9.23. Compliance With All Laws. All of the services performed under this Administration Agreement by Program Administrator shall comply with all applicable laws, rules, regulations and codes of the United States and State of Colorado and with the Charter, Municipal Code, ordinances, rules, regulations and Executive Orders of the City enacted or promulgated pursuant to the Charter and Municipal Code, including any amendments.

Section 9.24. Advertising and Public Disclosure. Program Administrator shall not include any reference to this Administration Agreement or to services performed pursuant to this Administration Agreement in any of its advertising or public relations materials without first

obtaining the written approval of the City, which will not be unreasonably withheld. Any oral presentation or written materials related to services performed under this Administration Agreement shall include only services that have been accepted by the City. The City shall be notified in advance of the date and time of any such presentation. Nothing in this provision shall preclude the transmittal of any information to officials of the City, including without limitation the Mayor, the City Attorney, City Council or the Auditor.

Section 9.25. City Execution of Agreement. This Administration Agreement shall not be binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

Section 9.26. Counterparts of This Administration Agreement. This Administration Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Administration Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and the Program Administrator have executed this Administration Agreement as of the day and year first above written.

ATTEST:

CITY AND COUNTY OF DENVER

By _____
Clerk and Recorder, Ex-Officio Clerk
of the City and County of Denver

By _____
Mayor

APPROVED AS TO FORM:
D. SCOTT MARTINEZ, Attorney for the
City and County of Denver

REGISTERED AND COUNTERSIGNED

By _____
Assistant City Attorney

By _____
Manager of Finance

By _____
Auditor

RAYMOND JAMES & ASSOCIATES, INC., as
Program Administrator

By _____
Name _____
Title _____

[Signature Page for Mortgage Credit Certificate Program Administration Agreement]