CITY AND COUNTY OF DENVER, COLORADO
METRODPA
LENDER AGREEMENT

THIS LENDER AGREEMENT (this "Agreement") is entered into as of _____ 1, 20__, by and between the **CITY AND COUNTY OF DENVER, COLORADO** (the "City") and the lending institution executing this Agreement (the "Lender") in connection with the metroDPA (the "Program").

W I T N E S S E T H :

WHEREAS, the City expects to make funds available, but solely from funds available under the Program, to enable the City to finance certain qualified mortgage loans (the "Mortgage Loans") through the acquisition of mortgage-backed securities (the "Certificates"); and

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

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

Section 1. Covenant To Originate and Sell Mortgage Loans. The Lender hereby acknowledges its receipt of the Administrator's Guidelines established in connection with the Program and the Program Administration Agreement (the "Program Administration Agreement") by and between the City and Housing and Development Services, Inc. d/b/a eHousingPlus. The Lender hereby covenants and agrees to originate mortgage loans in accordance with the Administrator's Guidelines and the Program Administration Agreement. The Lender further agrees to sell such Mortgage Loans to U.S. Bank National Association, as master servicer or other servicers under the Program (the "Master Servicer"), pursuant to the terms of the Program.

Section 2. Program Participation Fee and Termination. The Lender acknowledges that the City may charge, at its sole discretion, an annual not to exceed fee of $500 for participation in the Program. This Agreement may be terminated by either party upon 30 days' prior written notice to the other party.

Section 3. Down Payment Assistance. The City or its agent shall directly, or shall cause the Lender to, provide a down payment assistance to the mortgagor at Mortgage Loan closing (the "Assistance") to eligible borrowers. Such Assistance shall be applied to the down payment on a Mortgage Loan and/or to closing costs. As described in the Administrator's Guidelines and the Program Administration Agreement, the Assistance is initially repayable as a second mortgage loan, which over time such portions of the loan are forgiven such that portions of the Assistance may not repayable by the borrower.

To the extent the Assistance is advanced by the City on Mortgage Loans, or the City causes the Lender to advance Assistance on Mortgage Loans on behalf of the City, that do not

close, are non-eligible to be pooled for any reason, are not purchased by the Master Servicer for any reason or are to be repurchased by the Lender prior to being pooled into a Certificate for any reason, the Lender hereby agrees to reimburse the City with respect to any such Assistance so advanced by the City.

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

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

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

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

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

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

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

Section 6. Venue and Governing Law. Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, the Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Lender Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

Section 7. Waiver. No rights may be waived except by an instrument of writing signed by the party charged with such waiver. No assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Lender Agreement shall be deemed or taken to be a waiver of any succeeding or other breach.

Section 8. Severability. If one or more provisions of this Agreement, or the applicability of any such provisions for any set of circumstances shall be determined to be invalid or ineffective for any reason, such determination shall not affect the validity and enforceability of the remaining provisions of this Agreement or the applicability of the

provisions found to be invalid or ineffective for a specific set of circumstances to other circumstances

Section 9. No Discrimination in Employment. In connection with the performance of all work under this Lender Agreement, the Lender 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 identity or gender expression, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all contracts entered into in furtherance of this Lender Agreement.

Section 10. Records, Reports, and Inspection.

(a) ***Reports and Information***. The Lender shall furnish to the City, or the City's designee, such statements, records, reports, data and information as the City, or the City's designee, may request pertaining to matters covered by this Lender Agreement.

(b) ***Audits.*** The Lender shall, during normal business hours and as often as the City may deem reasonably necessary, make available to the City, including its auditor, for examination all of its records and data with respect to all matters covered by this Lender Agreement and shall permit the City or its designated or authorized representative to audit and inspect all invoices, materials, payrolls, records of personal conditions of employment and other data relating to all matters covered by this Lender Agreement. Such records shall be maintained for a minimum period of three (3) years following payment or services hereunder.

Section 11. Indemnification. The Lender shall indemnify, hold harmless and defend the City (except to the extent of gross negligence or willful misconduct by the City) and the City's officers, members, directors, counsel, officials, financial advisors, agents and employees of each of them from and against: (i) any and all claims or proceedings by or on behalf of any person directly or indirectly arising from any cause whatsoever in connection with this Lender Agreement and (ii) all reasonable costs, expenses, damages, counsel fees or liabilities incurred in connection with any such claim or proceeding brought thereon.

Section 12. Execution by the City. This Agreement may be executed on behalf of the City by the Chief Financial Officer of the City or in the absence of the Chief Financial Officer of the City by the Executive Director of the Office of Economic Development of the City.

Section 13. Counterparts. This Agreement may be executed in counterparts by the parties hereto, and each such counterpart shall be considered an original and all such counterparts shall constitute one and the same instrument.

[Signature Page to Follow]

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

CITY:

CITY AND COUNTY OF DENVER,
COLORADO

By _____
Chief Financial Officer

LENDER:

[NAME OF LENDER]

By _____
Name _____
Title _____

[Lender Signature Page to Lender Agreement]