

HOUSING FINANCE AUTHORITY OF MANATEE COUNTY, FLORIDA

SINGLE FAMILY LOAN PROGRAM

AND

MORTGAGE CREDIT CERTIFICATE PROGRAM

LENDER AGREEMENT

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THIS LENDER AGREEMENT (this "Agreement") is entered into as of April __, 201__, by and between the Housing Finance Authority of Manatee County, Florida (the "Authority") and the lending institution executing this Agreement (the "Lender") in connection with the Authority's Single Family Loan Program and its Mortgage Credit Certificate Program (collectively, the "Program"). Capitalized terms used herein and not otherwise defined have the meaning set forth in Article I.

WHEREAS, the Authority was established under Florida Housing Finance Authority Law, being Part IV of Chapter 159, Florida Statutes, as amended (the "Act") and is authorized under the Act to carry out the public purposes described therein by making loans directly to eligible persons and families for single family residences that meet all the requirements of the Act; and

WHEREAS, the Authority has established the Program for (i) the financing of mortgage loans through the purchase of mortgage-backed securities of the Government National Mortgage Association ("GNMA") evidencing the guarantee by GNMA of timely payment of monthly principal and interest of qualifying FHA Insured, VA Guaranteed or RD Guaranteed Mortgage Loans, and mortgage-backed securities of Fannie Mae or Freddie Mac evidencing the guarantee by Fannie Mae and Freddie Mac, respectively, of monthly principal and interest of qualifying Conventional Mortgage Loans, which FHA-Insured, VA Guaranteed or RD Guaranteed or Conventional Mortgage Loans are made to finance residential facilities within the Manatee County, Florida (the "County") intended for use as the permanent place of residence by families or persons of low, moderate or middle income (the "Mortgage Loans"), and (ii) for the issuance of mortgage credit certificates ("MCCs") under Section 25 of the Internal Revenue Code of 1986, as amended, to eligible borrowers; and

WHEREAS, Lender wishes to participate in the Program and has agreed to make mortgage loans to qualified borrowers, and to offer-MCC's to borrowers eligible to receive MCC's, all in accordance with the Administrator's Guidelines;

NOW THEREFORE, in consideration of the promises set forth herein, the parties mutually agree as follows:

ARTICLE I DEFINITIONS

"Administrator's Guidelines" means the guidelines prepared by the Administrator, and approved by the Authority, setting forth the guidelines and characteristics for the origination and sale of Mortgage Loans, and the issuance of MCCs under the Program, as such guideline may be amended from time to time by the Administrator (with the approval of the Authority for any material change).

"Assignment of Mortgage" means the instrument completed and executed by Lender, in recordable form, and pursuant to which Lender assigns and delivers the related Mortgage and endorses the Mortgage Note to the Servicer in connection with the purchase of the related Mortgage Loan by Servicer.

"Business Day" means any day other than (i) a day that the Servicer is closed and (ii) a Saturday, Sunday, legal holiday or a day on which banking institutions in the State of Florida, or the state in which the principal office of the Servicer is located, are authorized by law to close or a day on which the New York Stock Exchange is closed.

"Administrator" means Housing and Development Services, Inc. d/b/a eHousingPlus or any successor entity appointed or approved by the Authority, as Administrator under the Administration Agreement.

"Conventional Mortgage Loan" means a Mortgage Loan other than an FHA/VA/RD Mortgage Loan which meets the requirements of Fannie Mae or Freddie Mac.

"County" means Manatee County, Florida.

"Fannie Mae" means the Federal National Mortgage Association, a corporation organized and existing under the laws of the United States or any successor thereto.

"Fannie Mae Guides" means the Fannie Mae Selling and Servicing Guides, as amended from time to time, as modified by the Pool Purchase Contract.

"Fannie Mae Security" means a single pool, guaranteed mortgage pass-through Fannie Mae Mortgage-Backed Security, providing for the regularly scheduled monthly payments and any prepayments thereunder, bearing interest at the related Pass-Through Rate, issued by Fannie Mae in book entry form, guaranteed as to timely payment of principal and interest by Fannie Mae and backed by Conventional Mortgage Loans in the related mortgage pool.

"FHA" means the Federal Housing Administration of the United States Department of Housing and Urban Development, or other successor to its functions.

"FHA Insurance" means FHA mortgage insurance issued under the FHA Insurance programs identified in the Administrator's Guidelines.

"FHA Insured" means insured under FHA Insurance.

"Freddie Mac" means the Federal Home Loan Mortgage Corporation, a corporation organized and existing under the laws of the United States, or any successor thereto.

"Freddie Mac Guides" means the Freddie Mac Selling and Servicing Guides, as amended from time to time, as modified by the Pool Purchase Contract.

"Freddie Mac Security" means a single pool, guaranteed mortgage pass-through Freddie Mac Mortgage-Backed Security, providing for the regularly scheduled monthly payments and any prepayments thereunder, bearing interest at the related Pass-Through Rate, issued by Freddie Mac in book entry form, guaranteed as to timely payment of principal and interest by Freddie Mac and backed by Conventional Mortgage Loans in the related mortgage pool.

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

"GNMA Certificate" means the fully modified GNMA I or GNMA II Mortgage Pass-Through Certificate (or the electronically transmitted confirmation provided for hereinafter), issued by the Servicer in exchange for Mortgage Loans and in the Form of Appendix 39 "Single Family Mortgage-Backed Certificate" of the GNMA Guide, as defined herein and guaranteed as to timely payment of

principal and interest by GNMA pursuant to Section 306(g) of Title III of the National Housing Act of 1934, as amended, and the regulations promulgated thereunder and backed by FHA Insured Mortgage Loans, VA Guaranteed Mortgage Loans or RD Guaranteed Mortgage Loans made by Lenders.

"GNMA Guide" means the GNMA Mortgage-Backed Securities Guide or Guides, then in effect on the date of its application, if any, hereunder.

"Lender Manual" means the guide, if any, prepared by the Servicer in connection with the Program for the origination and delivery of Mortgage Loans to be purchased by the Servicer from Lenders and the eligibility, credit and security underwriting standards applicable thereto, as may be amended from time to time by the Servicer, as identified on the Servicer's website.

"Mortgage" means the written instrument securing the related Mortgage Loan and encumbering a single family residence, which instrument for FHA-Insured Mortgages, VA Guaranteed Mortgages or RD Guaranteed Mortgages shall be the then-effective form required by FHA for FHA Insured Mortgages, the form required by VA for VA Guaranteed Mortgages, and the form required by RD for RD Guaranteed Mortgages, as applicable, with appropriate riders, and which instrument for Conventional Mortgage Loans shall be in the form required by Freddie Mac or Fannie Mae, as applicable, with appropriate riders.

"Mortgage Loan" means a qualified first lien mortgage loan at a fixed rate of interest for a loan term of 30 years (or such other term as shall be permitted under the Program as set forth in the Administrator's Guidelines) from the date of the first payment of principal and interest to an eligible borrower evidenced by a Mortgage Note secured by a related first-lien Mortgage on a single family residence (as defined in the Administrator's Guidelines) located within the County and in conformity with the mortgage loan origination standards of FHA, VA and/or RD and the mortgage loan origination procedures of GNMA, Freddie Mac, Fannie Mae or the Lender Manual, as applicable.

"Mortgage Note" means the then-effective form of mortgage note required by FHA for FHA Insured loans, the form required by VA for VA Guaranteed loans, the form required by RD for RD Guaranteed Loans, or the form required by Freddie Mac or Fannie Mae for Conventional Mortgage Loans, as applicable, with appropriate riders, executed to evidence the Mortgagor's obligation to repay the Mortgage Loan.

"Mortgagor" means any person who has a present ownership interest in a Single Family Residence subject to the related Mortgage and/or executes the Mortgage (but does not include any person who executes only the Mortgage Note as a cosigner or guarantor and who does not have a present ownership interest in the Single Family Residence).

"Notice Address" means, unless otherwise designated pursuant to Section 6.03 hereof: (i) as to the Authority, the address shown on the Invitation, with a copy to such parties as indicated in the Invitation; (ii) as to Servicer, the address indicated in the Lender Manual; (iii) as to Administrator, the address indicated in the Administrator's Guidelines; and (iv) as to Lender, the address provided to the Servicer.

"Participating Lender Agreement" means an agreement between the Servicer and Lender as to the terms and conditions under which the Servicer will purchase a Mortgage Loan from Lender and other matters.

"Program Administration Agreement" means the Program Administration Agreement between the Authority and the Administrator.

"Program Documents" shall mean this Agreement, the Administrator's Guidelines, the Servicing Agreement, the Lender Manual, the Program Administration Agreement and the Participating Lender Agreement, as such documents relate to a particular Program, as such documents may be amended or supplemented from time to time.

"RD" means the Rural Development Service (formerly the Farmers Home Administration) of the United States Department of Agriculture, its successors and assigns.

"RD Guaranteed" means guaranteed pursuant to the Rural Development Service's Guaranteed Rural Housing Loan Program, and RD Guaranteed shall have a correlative meaning.

"Servicer" means U.S. Bank, N.A., or any other servicer appointed by the Authority.

"Servicing Agreement" means an agreement between the Authority and the Servicer relating to the purchase and servicing of Mortgage Loans originated by Lenders in connection with the Program.

"Single Family Residence" has the meaning set forth in the Administrator's Guidelines.

"State" means the State of Florida.

"VA" means the Department of Veterans Affairs, an agency of the United States of America, or any successor to its functions.

"VA Guaranteed" means guaranteed by the VA under the Serviceman's Readjustment Act of 1944, as amended.

ARTICLE II REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.01. Representations, Warranties and Covenants of the Authority. The Authority represents and warrants to, and covenants with Lender that:

(a) The Authority is a separate public body corporate and politic, duly organized and created by the Board of County Commissioners of the County, under the Constitution and laws of the State and the Act. Pursuant to the Act and action(s) taken by the Authority, the Authority has duly authorized the making of this Agreement.

(b) The Authority has complied with all of the provisions of the Constitution and laws of the State and County, including the Act, and has full power and authority to enter into this Agreement and consummate all transactions contemplated by this Agreement.

Section 2.02. Representations, Warranties and Covenants of Lender. Lender represents and warrants to, and covenants with the Authority (each of which representations, warranties and covenants herein and with respect to any Mortgage Loan originated by Lender hereunder shall survive the purchase of Mortgage Loans originated by Lender) that:

(a) Lender is an entity duly organized and existing under the laws of the state in which it was created, or is duly chartered or incorporated under federal law, is duly authorized to transact business in the State, and customarily provides service or otherwise aids in financing mortgages located in the State.

(b) Lender agrees that during the term of this Agreement it will remain subject to supervision and examination by State or federal authorities, as may be applicable, and that it will remain in good standing and qualified to do business under any applicable laws of the United States of America, the state of its organization and of the State. Lender agrees that during the term of this Agreement, it will not dissolve or otherwise dispose of all or substantially all of its assets and will not voluntarily consolidate with or merge into any other entity or permit one or more other entities to consolidate with or merge into it without the consent of the Authority; provided, that Lender may, without violating this paragraph, 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 entity all or substantially all of its assets as an entirety and thereafter dissolve, provided the surviving, resulting or transferee entity, as the case may be, shall be subject to the supervision and examination of the State or federal authorities, as may be applicable, shall constitute a "Lender" as defined herein and shall assume in writing all of the obligations of Lender under this Agreement (in the case of a sale of all or substantially all of a Lender's assets, the Authority shall release Lender in writing, concurrently with and contingent upon such assumption, from all liability to the Authority hereunder).

(c) Lender has the power to accept the terms of this Agreement and to execute and deliver this Agreement and enter into the transactions contemplated by this Agreement, and the acceptance and performance of this Agreement have been duly authorized by all necessary corporate and other action.

(d) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, shall conflict with or result in any breach or violation of any of the terms, conditions or provisions of any applicable laws, including regulations, or any agreement or instrument to which Lender is now a party or by which it is bound, or constitute a default under any of the foregoing.

(e) Lender is not under any cease and desist order or other order or injunction of a similar nature, temporary or permanent, of any federal or state authority, nor are there any proceedings presently in progress, or to its knowledge contemplated or threatened, which would, if successful, lead to the issuance of any such order.

(f) Lender shall furnish such documents as may reasonably be requested by the Authority or other parties to the transactions contemplated hereby.

(g) Lender is (i) an FHA-approved mortgagee, with direct endorsement underwriting authority preferred, in good standing, (ii) an approved lender in good standing for VA-guaranteed mortgage loans (with automatic approval authority preferred), unless waived by

the Servicer, (iii) a GNMA approved "issuer-servicer" in good standing, and (iv) Fannie Mae- or Freddie Mac-approved lender in good standing acceptable to the applicable PMI insurer, if any, unless waived by the Servicer. Lender will notify the Servicer in writing at such time as its status with respect to items (i) through (iv) in this paragraph (g) changes.

(h) Lender shall (i) comply with respect to each FHA Mortgage Loan, with the National Housing Act of 1934, as amended, with all rules and regulations issued thereunder and with all applicable administrative publications, (ii) with respect to each VA Mortgage Loan, with the Serviceman's Readjustment Act, as amended, comply with all rules and regulations issued thereunder and with all administrative publications, (iii) with respect to each Mortgage Loan, comply with all the requirements of, and the "Representations and Warranties of Lender" set forth in, the GNMA Guide, Freddie Mac Guides, Fannie Mae Guides, the Lender Manual and the Administrator's Guidelines, as applicable, (iv) comply with any and all applicable laws governing or regulating the origination of mortgage loans and (v) be approved by, and shall remain in good standing with, the Servicer.

(i) Lender (i) is currently authorized to make mortgage loans in the State, (ii) is currently originating mortgage loans for single family residences within the County, (iii) has an office located within the County (unless otherwise waived by the Authority) and (iv) is a "lending institution" as that term is defined in the Florida Housing Finance Authorities Law, Section 159.601, et seq.

(j) Lender agrees to indemnify and hold harmless the Authority and its respective directors, officers, agents and employees from and against any and all claims, losses, damages or liabilities (including, without limitation, reasonable legal fees and expenses) arising out of, with respect to, or in connection with any performance, or failure to perform, by Lender of any act required hereunder or the breach of any representation or warranty made herein or breach of law.

(k) There is no litigation pending or, to Lender's knowledge, threatened, against Lender affecting the right of any of the present members of the Board of Directors or officers of Lender to their respective offices or their jurisdiction or authority over the affairs of Lender, nor in any way questioning the execution or validity of this Agreement; there are no other legal or governmental proceedings (other than ordinary routine litigation incident to the business conducted by Lender) pending or, to Lender's knowledge, threatened by governmental authority or others to which Lender is (or may be) a party or by which Lender is (or may be) bound or by which any property of Lender is (or may be) subject, which, individually or, in the aggregate, could have a material adverse effect on the financial position or results of the operations of Lender.

(l) There are no bankruptcy, insolvency, reorganization or other similar proceedings (including proceedings whereby a regulatory body is to take managerial control of Lender) instituted by or against Lender, and Lender has not made any assignment for the benefit of its creditors or voluntarily suspended payment of its obligations.

(m) All information provided by Lender to the Authority in connection with a particular Program will be true and correct when given and Lender will notify the Authority the Administrator and the Servicer in writing within three Business Days of any material change in such information.

(n) Lender will comply with the non-discrimination provisions of the Civil Rights Act of 1964 and the regulations promulgated thereunder, Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965 and the Fair Housing Amendments Act of 1988.

(o) In connection with the transactions contemplated by the Program Documents, Lender will not directly or indirectly contract or enter into any agreement with any other mortgage lender or any other person or institution (except the Authority or its agents) with respect to any aspect of its participation in the Program, other than any agreement expressly authorized by the Program Documents. In particular, Lender warrants that, prior to the delivery of any Acknowledgment and Acceptance to the Authority, it will not have communicated or agreed with any other mortgage lender or any other person or institution as to the amount of Mortgage Loans it has committed and agreed to originate under the Program.

(p) No information, certificate of an officer or statement furnished in writing, or report required hereunder, delivered to the Servicer, the Administrator or the Authority will, to the knowledge of Lender, contain any untrue statement of a material fact or omit a material fact necessary to make the information, certificate, statement or report not misleading.

(q) Lender shall promptly notify the Authority, the Administrator and the Servicer, in writing, of any suspension or termination of powers to do business as contemplated by this Agreement, or any substantial changes in personnel of Lender's loan originating staff or administration.

(r) Lender shall use diligent, reasonable efforts to become and to remain familiar with all FHA, VA, RD, GNMA, Fannie Mae and/or Freddie Mac rules and regulations, as applicable. Any failure of the Authority or Servicer to inform Lender of changes in FHA, VA, RD, GNMA and/or Fannie Mae and/or Freddie Mac rules and regulations affecting the Program shall not relieve Lender of its obligations under this paragraph (r).

(s) In instances, if any, where in the reasonable judgment of the Servicer, based upon adverse information with respect to a Mortgage Loan received by the Servicer in connection with the origination of a Mortgage Loan, inspection of a Single Family Residence is advisable, the Servicer may require the originating Lender, and Lender hereby covenants, to (i) inspect the Single Family Residence prior to Purchase of the Mortgage Loan by Servicer to determine whether it (a) constitutes a completed Single Family Residence, (b) contains land in excess of normal requirements, (c) shows evidence of use or design for use in a trade or business of the Mortgagor and (d) is occupied by the Mortgagor as Mortgagor's principal residence, and (ii) certify to the Servicer in writing as to the foregoing facts.

(t) Prior to purchase of a Mortgage Loan by the Servicer, Lender shall service the Mortgage Loans, which shall include posting payments and paying taxes.

(u) Lender represents and warrants that it will fulfill all repurchase requirements and make-whole requirements under this Agreement and any related Participating Lender Agreement for a Program or any prior program agreements offered by the Authority.

ARTICLE III GENERAL PROGRAM TERMS

Section 3.01. Lender to Originate Mortgage Loans under Administrator's Guidelines. Lender hereby covenants and agrees (i) to originate Mortgage Loans under the Program in accordance with all applicable terms of the Administrator's Guidelines, and to abide by all other terms of the Administrator's Guidelines, including Lender compensation as set forth therein; (ii) to sell Mortgage Loans originated by Lender to the Servicer in accordance with all applicable terms of the Administrator's Guidelines, the Lender Manual and any other Program Documents, and (iii) that the Servicer will act as the sole master servicer for the Program.

Section 3.02. Lender to Offer MCC's under Administrator's Guidelines. Lender hereby covenants and agrees (i) to offer MCC's to eligible borrowers under the Program in accordance with all applicable terms of the Administrator's Guidelines, and to abide by all other terms of the Administrator's Guidelines, including Lender compensation as set forth therein; and (ii) to not knowingly take any action which would jeopardize the status of the MCC program as a "qualified mortgage credit certificate program" under Section 25 of the Internal Revenue Code of 1986, as amended (or any successor provision to Section 25).

Section 3.03. Down Payment Assistance. The Authority may, but is not required to, provide down payment assistance to eligible borrowers; such assistance will be provided in accordance with the terms of the Administrator's Guidelines.

Section 3.04. Lender Compensation. Lender's servicing release premium (SRP) for mortgage loans originated under the program shall be as set forth in the Administrator's Guidelines.

ARTICLE IV LENDER PROVISIONS

Section 4.01. Liability of Lender. Lender shall be liable under this Agreement only to the extent that obligations are explicitly imposed upon and undertaken by Lender.

Section 4.02. Limitation on Liability of Directors, Officers, Employees and Agents of Lender. No director, officer, employee or agent of Lender shall be liable to the Authority, or any trustee or bondholder in the case of a related issue of bonds, or the Servicer or the Administrator, for any action taken or for refraining from the taking of any action in good faith pursuant to this Agreement, or for errors in judgment.

Section 4.03. Lender Resignation. Lender may resign at any time from the Program, upon 30 days' advance written notice to the Authority, the Administrator and the Servicer; provided that Lender shall continue to be obligated under this Agreement and the other Program Documents with respect to any mortgage loan for which a reservation has been made under the Program and which has not been cancelled.

Section 4.04. Maintenance of Errors and Omissions Policy and Fidelity Bond. Lender shall obtain and maintain an errors and omissions policy and fidelity bond, or self-insurance coverage in form and, in amounts required by FHA, VA, RD, GNMA, Freddie Mac or Fannie Mae for parties acting in their capacity under the Program.

Section 4.05. Lender Approval and Management. The Servicer will review Lender's application and shall determine, in its sole discretion, whether Lender is eligible to participate in the Program. This review will be based upon the eligibility standards adopted by the Servicer. The Servicer shall also conduct an annual recertification, which will include but not be limited to, a review of Lender's financial information, to assure that Lender continues to be qualified to participate in the Program.

The Authority and the Servicer have reserved the right to modify Lender eligibility standards at any time. Lender shall be notified of any modification of eligibility standards, which become effective upon the date set forth in the notification.

Lender shall enter into a Participating Lender Agreement with the Servicer. In the event of a conflict between the terms of the Participating Lender Agreement and this Agreement, the Participating Lender Agreement shall control.

ARTICLE V CAUSES PERMITTING TERMINATION

Section 5.01. Causes of Termination Defined; Remedies. Pursuant to the Servicing Agreement, the Authority has granted the Servicer the authority to suspend or terminate a Lender, if that Lender is found to be in breach of any of the terms or conditions of this Agreement or fails to qualify as a Lender under the Program, or otherwise fails to take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of Lender hereunder upon the happening of any one or more of the following events:

(a) Failure by Lender promptly to originate Mortgage Loans complying with the requirements of this Agreement and the other Program Documents; or

(b) Failure by Lender to sell Mortgage Loans to the Servicer under the requirements of this Agreement and the other Program Documents; or

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

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

(e) Lender 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 statute, make an assignment for the benefit of its creditors, or voluntarily suspend payment of its obligations; or

(f) The Authority, the Administrator or the Servicer shall have actual knowledge that any representation of or warranty by Lender to the Servicer, the Authority, or the Administrator is false in any material respect.

(g) There occurs prior to purchase of any Mortgage Loan by the Servicer, a change in status of Lender originating such Mortgage Loan with respect to Lender's approvals as either an FHA, VA or RD approved mortgagee, a GNMA issuer-servicer or Freddie Mac or Fannie Mae approved lender or a material adverse change in Lender's financial condition; or.

(h) Lender shall fail to perform or observe any warrant, covenant, representation, agreement or condition on its part contained herein or under the Program and the continuance thereof for a period of thirty (30) days after written notice thereof to Lender by the Authority, the Servicer or the Administrator.

Section 5.02. 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 Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing under this Agreement upon the happening of any event set forth in Section 5.01 hereof shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

Section 5.03. Agreement To Pay Attorneys' Fees and Expenses. If Lender fails to perform its obligations under any provision of this Agreement and the Authority, the Administrator or the Servicer incurs legal or other fees and expenses for the enforcement of performance or observance of any obligation or agreement on the part of Lender contained herein, Lender agrees that it will pay or reimburse the Authority, the Administrator or the Servicer, as applicable, on demand the reasonable fees and expenses so incurred.

Section 5.04. Liability of the Authority. The Authority shall not be liable for the appointment or removal of a successor Lender or owe any duty with respect to such appointment or removal, except for its own willful misconduct. Notwithstanding any provision to the contrary in this Agreement, the Authority shall not be liable in any respect for the appointment or removal of a successor Lender by the Servicer or the Authority or owe any duty with respect to such appointment or removal other than as otherwise provided herein.

ARTICLE VI MISCELLANEOUS PROVISIONS

Section 6.01. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated by the Authority in its discretion, provided that the consent of Lender shall be required if any such action adversely affects the interest of Lender, and provided further that if any such action adversely affects the interests of the Servicer or the Administrator, then the consent of either such person, as applicable, shall be required.

Section 6.02. Governing Law. This Agreement shall be construed in accordance with the laws of the State, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

Section 6.03. Notices. All notices, certificates or other communications hereunder, unless otherwise provided herein or in the Lender Manual to be provided by email transmission, shall be sufficiently given and shall be deemed given when delivered or mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address. A duplicate copy of each notice, certificate or other communication given hereunder to the Authority, the Administrator or the Servicer shall also be given to the others. The Authority, Lender, the Administrator or the Servicer may, by a notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 6.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.05. Further Assurances and Corrective Instruments. To the extent permitted by law, the Authority and Lender agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Agreement.

Section 6.06. Term of Agreement. This Agreement shall be in full force and effect from the date hereof and shall continue in effect until the (i) Lender resigns in accordance with terms hereof (subject to conditions of Section 4.03 hereof), (ii) Lender is terminated under the provisions of this Agreement or any other Program Document (subject to the applicable conditions of any such termination), (iii) the Program is terminated, or (iv) in connection with any portion of the Program funded by the issuance of tax-exempt bonds, as long as any such bonds shall remain unpaid.

Section 6.07. No Rights Conferred On Others. Nothing in this Agreement shall confer any right upon any person other than Lender, the Authority, the trustee for any bonds issued by the Authority, the Servicer, the Administrator, GNMA, Freddie Mac and Fannie Mae.

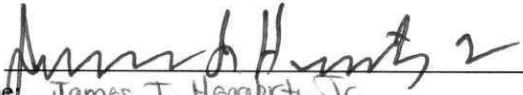
Section 6.08. Limited Liability; No Debt or General Obligation. All obligations of the Authority incurred hereunder and any liability incurred by the Authority with respect to any breach of any such obligation shall not constitute a debt of the County or Counties, the State, the Authority or any political subdivision thereof nor shall any such party be liable thereon, nor shall Lender, the bondholders for any applicable issue of bonds by the Authority or any other persons have the right to require or compel the exercise of the ad valorem taxing power of the County or Counties or any other political subdivision of the State for the payment, obligations or other liability due hereunder and in no event shall such payment be payable out of any funds or properties other than those of the Authority which are legally available for such purposes. The Authority has no taxing power.

Section 6.09. Discretion of the Servicer. With respect to any disputes between the Servicer and Lender which arise concerning the terms and provisions of this Agreement or the Participating Lender Agreement, the meaning thereof, or decisions to be made thereunder, the judgment of the Servicer shall govern.

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

AUTHORITY:

**HOUSING FINANCE AUTHORITY OF
MANATEE COUNTY, FLORIDA**

By: 
Name: James J. Heggerthy Jr.
Title: Chairman

LENDER:

By _____
Name: _____
Title: _____