

**HOUSING AUTHORITY OF THE CITY OF CHEYENNE, WYOMING
WELCOME HOME WYOMING
LENDER AGREEMENT**

THIS LENDER AGREEMENT (this “Agreement”) is entered into as of _____ , 20__ , by and between the Housing Authority of the City of Cheyenne, also known as the Cheyenne Housing Authority, a governmental entity created pursuant to laws of the State of Wyoming (hereinafter "CHA" or "Authority"), and the lending institution executing this Agreement (the “Lender”) in connection with the Welcome Home Wyoming Program (the “Program”).

WITNESSETH :

WHEREAS, the CHA expects to make funds available, but solely from funds available under the Program, to enable the CHA 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 CHA 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. The Lender further agrees to sell such Mortgage Loans to the servicer(s) or their representatives under the Program (the “Servicer”), pursuant to the terms of the Program.

The Lender agrees that any Mortgage Loans that the Lender acquires and sells to the Servicer that were originated by a third party originator will be treated under the Program Lender Agreement as if the Lender had itself originated such Mortgage Loans, and all undertakings, representations and warranties required to be made by the Mortgage Loan originator under the Program Lender Agreement will be deemed to be made by the Lender in the stead of any such third party originator.

Section 2. Program Participation Fee and Termination. The Lender acknowledges that the CHA 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 CHA or its agent shall directly, or shall cause the Lender to, provide down payment assistance (as applicable) 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, the Assistance is repayable as a second mortgage loan, which may be forgiven or fully repayable during the term of the loan.

To the extent the Assistance is advanced by the CHA on Mortgage Loans, or the CHA causes the Lender to advance Assistance on Mortgage Loans on behalf of the CHA, that do not close, are non-eligible to be pooled for any reason, are not purchased by the 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 CHA with respect to any such Assistance so advanced by the CHA.

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

- a) there exists a shortage of decent, safe and sanitary housing at prices which eligible families can afford within the CHA’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 CHA’s jurisdiction;
- c) the Program will improve the quality of decent, safe and sanitary housing for eligible families; and
- d) the residential housing assistance provided pursuant to the Program will provide a public benefit.

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 either the Chairperson of the CHA Board of Commissioners or the Chairperson’s” designee(s).

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 Wyoming law. The venue for any such action brought in any level of Wyoming state court shall be in Laramie County, Wyoming. The venue for any such action brought in any level of federal court shall be in the federal district court for the district of Wyoming.

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. Records, Reports, and Inspection.

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

Section 10. Indemnification. The Lender shall indemnify, hold harmless and defend the CHA (except to the extent of gross negligence or willful misconduct by the CHA) and the CHA's officers, members, directors, counsel, officials, financial advisors, security purchaser, 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 11. Execution by the CHA. This Agreement may be executed on behalf of the CHA by the Chairperson of the CHA Board of Commissioners or the Chairperson's respective designee(s).

Section 12. 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.

Section 13. Governmental Immunity Clause. The Authority does not waive governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it pursuant to W.S. 1-39-101 through 120 and all other applicable law. Designations of venue, choice of law, enforcement actions, dispute resolution force majeure, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity as to governmental immunity shall be construed in favor of governmental immunity.

IN WITNESS WHEREOF, the CHA 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.

Housing Authority of the City of Cheyenne

By _____
Chairperson of the CHA Board of
Commissioners or the Chairperson's
Designee

NAME OF LENDER (lending organization):

Authorized Signature:

By _____
Printed Name _____
Title _____