INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

SINGLE FAMILY MORTGAGE CREDIT CERTIFICATE PROGRAM

MCC LOAN ORIGINATION AGREEMENT

by and between

_____

as Participant

and

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY

Dated as of _____, 2012

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MCC LOAN ORIGINATION AGREEMENT

This MCC Loan Origination Agreement dated as of _____ __, 2012 (the "Origination Agreement") is by and between _____ ("Participant") and the **INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY** (the "Authority").

RECITALS

WHEREAS, the following facts are true:

A. All capitalized terms are used as defined herein.

B. The Authority will from time to time issue certificates in an allocated amount allowing eligible borrowers to receive tax credits for a portion of the interest paid on the mortgage incurred to finance the purchase of the borrower's single family residence.

NOW, THEREFORE, in consideration of the mutual covenants provided herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I

Unless otherwise defined herein, all words and phrases defined in the Program Guide are used herein as so defined.

Section 1.01. **Definitions**. The following words and phrases shall have the meanings specified below:

"Allocation" means a specified sum of money equal to which the Authority may from time to time issue Mortgage Credit Certificates pursuant to the Program.

"Code" means the Internal Revenue Code of 1986, as amended, any predecessor to the Code and any rules or regulations promulgated thereunder.

"Eligible Borrower" means any person meeting the qualifications of the Program and the Program Guide.

"MCC Loan" means any obligation issued pursuant to the Program and Program Guide secured by Mortgaged Property.

"Mortgage" means the interest in the Mortgaged Property creating a first lien thereon and providing security for the MCC Loan.

"Mortgage File" means, with respect to each MCC Loan, all documents related to it.

"Mortgage Note" means, with respect to each Eligible Borrower receiving an MCC Loan, the Promissory Note entered into by him or her in connection therewith.

"Mortgaged Property" means the real property located in the State which is subject to a specified Mortgage securing the MCC Loan relating thereto.

"Mortgagor" means an Eligible Borrower who has received a MCC Loan from the Participant secured by a Mortgage on the Mortgaged Property.

"Non-Qualifying MCC Loan" means any MCC loan which does not conform to the Program or Program Guide.

"Notice Address" means the address specified on the signature page to this document with respect to the Authority and the Participant or such other address as may be specified by any of the parties hereto in writing.

"Program" means the Authority's 2012 MCC Program for the issuance of Mortgage Credit Certificates for residential housing established by the Authority pursuant to applicable statutes, this Origination Agreement, and the Program Guide, as the same may be amended from time to time.

"Program Guide" means the Authority' 2012 MCC Program Guide adopted by the Authority for the Program, as in effect on the date of this Origination Agreement and as revised, amended, altered or supplemented from time to time in accordance with the Act.

"Program Registration Form" means the agreement delivered by the Participant and received and acknowledged by the Authority regarding the Authority's acceptance of the Participant as a participating originator of MCC Loans under the Program with respect to a specified Allocation issued by the Authority.

"Reservation Fee" means the sum equal to a specified percentage, set forth in the applicable Program Guide with respect to a specified Allocation, of the aggregate principal amount of the particular MCC Loans requested by the Participant, payable by Participant upon the submission of each application package in accordance with the procedures set forth in the Program Guide.

"Reservation Request" means a request for a reservation of credits by the Participant from time to time and received by the Authority with respect to one

(1) or more specified MCC Loans to which the Participant commits to originate in accordance with the provisions of this Origination Agreement.

"Rules and Regulations" means the rules and regulations promulgated by the Authority as in effect from time to time establishing among other things procedures for the Participant's acceptance of applications for MCC Loans to be provided by the Authority.

"State" means the State of Indiana.

"Trustee" means J.P. Morgan Trust Company, National Association (successor in interest to Bank One Trust Company, National Association), Indianapolis, Indiana and its successor or successors and any other person at any time substituted in its place pursuant to that certain Amended and Restated Indenture of Trust dated as of February 1, 1997, by and between J.P. Morgan Trust Company, National Association (successor in interest to NBD Bank, N.A.), as Trustee, and the Authority, as heretofore supplemented and amended.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.01. **Representations, Warranties and Covenants of Participant**. Participant represents and warrants to, and covenants with, the Authority during the term of this Origination Agreement that:

(a) Participant is a corporation or association duly organized, validly existing and in good standing under the laws of the state in which it was chartered or incorporated, or is duly chartered or incorporated under federal law, is duly authorized to transact business in the State and in every other state in which its business requires such authorization, and customarily provides service or otherwise aids in financing mortgages located in the State.

(b) Participant will remain subject to supervision and examination by State or federal authorities, as may be applicable, and will remain in good standing and qualified to do business under the laws of the United States of America, and under the laws of each state, including the State, in which such qualification is required, and will not dissolve or otherwise dispose of all or substantially all of its assets without providing the Authority with thirty (30) days notice in writing pursuant to Section 7.03 hereof. However, Participant may, without violating the provisions of this subsection, consolidate with or merge into another entity, or permit one (1) or more entities to consolidate with or merge into it, or sell or

otherwise transfer to another such entity all or substantially all of its assets as an entirety and thereafter dissolve.

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

(d) The execution and delivery of this Origination Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions hereof or any of the other documents contemplated hereby to which the Participant is a party, will not 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 Participant is now a party or by which it is bound, or constitute a default under any of the foregoing.

(e) This Origination Agreement constitutes a valid and legally binding agreement among the parties hereto.

(f) Participant is currently authorized to originate loans in the State.

(g) Participant is in good standing under all prior programs of the Authority in which it has previously participated, if any.

(h) Participant will comply, with respect to each MCC Loan, with all rules and requirements of the Program, the Program Guide, the Code, all applicable Rules and Regulations, and all other agreements contemplated herein and therein.

(i) The Participant shall timely comply with the reporting requirements required by the Program Guide and the Code, and it shall be responsible for timely notifying any servicer of a MCC Loan of these reporting requirements.

(j) Participant shall immediately notify the Authority of any suspension or termination of powers to do business as contemplated by this Origination Agreement, or any substantial changes in personnel of Participant's loan originating staff or administration.

(k) The Participant is aware and understands that the Authority may from time to time be required to withhold certain credits for use only in areas designated as Targeted Areas in the Program Guide and/or

require loans to borrowers whose incomes are less than eighty percent (80%) of median to be submitted with loans to borrowers whose incomes exceed eighty percent (80%) of median.

(l) The execution and delivery of this Origination Agreement and the performance and compliance with its terms by the Participant does not require the consent or approval of any governmental body, or if such consent or approval is required, it has been obtained.

(m) No litigation is pending, or to the best of its knowledge, threatened against it with respect to this Origination Agreement or the consummation of the transactions contemplated hereby.

Section 2.02. **Representations, Warranties and Covenants With Respect to MCC Loans**. The Participant hereby makes the following representations, warranties and covenants to the Authority as to each MCC Loan. Each representation, warranty and covenant is deemed made as of the date of this Origination Agreement and thereafter as of each and every date Participant makes a MCC Loan. The Authority shall be deemed to have conclusively relied on the representations, warranties and covenants, regardless of any independent investigation the Authority may have made or may thereafter make.

(a) The MCC Loan, Mortgage File, and the Mortgagor(s) shall conform in every respect to the requirements of the following:

(1) Origination Agreement;

(2) The Program Guide;

(3) Indiana Housing and Community Development Authority; and

(4) The Code.

(b) The Mortgage, Mortgage Note and Borrower's Closing Affidavit and all documents related thereto have been duly executed by the Mortgagor(s) and create valid, subsisting and legally binding obligations of the Mortgagor(s), and the Mortgage shall be duly acknowledged and recorded and shall be a valid and prior first lien on the Mortgaged Property securing the MCC Loan which is superior to all other liens or lien claims except for (i) taxes assessments not yet due and payable, and (ii) covenants, conditions and restrictions, rights of way, easements and other matters of the public record as of the date of recording being generally acceptable to mortgage lending institutions.

(c) The Mortgage File, as delivered to the Authority, shall be genuine and shall be in every respect the same documents which they purport to be.

(d) Participant shall be the sole owner of the MCC Loan and Participant shall not assign, sell, or hypothecate the MCC Loan or Mortgage except for the usual hypothecation in connection with Participant's normal banking transactions in the conduct of its business.

(e) Neither Participant nor any prior holder of the Mortgage has modified the Mortgage in any material respect; satisfied, canceled, or subordinated the Mortgage in whole or in part from the lien of the Mortgage; or executed any instrument of release, cancellation, modification, or satisfaction of the MCC Loan.

(f) The full principal amount of each MCC Loan shall be advanced to the Mortgagor(s) either by payment directly to such Mortgagor(s) or by payment made on such Mortgagor(s) request or approval; all costs, taxes, fees, and expenses incurred in making and closing the MCC Loan and in recording and assigning the Mortgage shall be paid; no part of the Mortgaged Property shall be released from the lien of the Mortgage; the terms of the MCC Loan shall in no way change or be modified; and all payments required under the terms of the MCC Loan shall be current and not in default including, but not limited to, payments of principal and interest and escrow payments for taxes and hazard insurance.

(g) With regard to escrow deposits for real estate taxes and hazard insurance, there are no deficiencies in connection therewith for which customary arrangements for repayment thereof have not been made, and no such escrow deposit shall be capitalized under the Mortgage or Mortgage Note.

(h) Participant shall comply with and observe any and all laws, rules, regulations and executive orders of any federal, state and local governmental or regulatory body including, without limitation, the Federal Truth-in-Lending Act, Real Estate Settlement Procedures Act, Equal Credit Opportunity Act, Fair Credit Reporting Act, Flood Disaster Protection Act, and licensing laws, rules, or regulations regulating real estate lending; Participant shall furnish the Authority with evidence of compliance therewith if applicable upon Authority's request.

(i) At origination, the Mortgaged Property shall be free and clear of all liens of the kind which are or could be prior to the lien of the Mortgage, and no rights shall be outstanding which under law would give rise to any such lien except for (i) taxes and assessments not yet due and

payable, and (ii) covenants, conditions and restrictions, rights of way, easements and other matters of the public record as of the date of recording being generally acceptable to mortgage lending institutions.

(j) All of the improvements which are included for the purpose of determining the appraised value of the Mortgaged Property shall be wholly within the boundaries and building restriction lines of such property, and no improvements on adjoining properties shall encroach upon the Mortgaged Property.

(k) The MCC Loan shall not be subject to any right of rescission, set-off, counterclaim or defense which could render the Mortgage or Mortgage Note unenforceable.

(l) For each MCC Loan, there shall be in existence a fully paid, valid and enforceable title insurance policy issued by a title insurance company which has been approved by the Authority. Such title policy shall be for an amount that is at least equal to the original principal balance of the MCC Loan. Said policy shall insure the Participant as to first priority of lien of the Mortgage in the amount of the original principal amount of the Mortgage Loan.

(m) The Participant agrees that that the Mortgaged Property acquired through the Program must be used by Mortgagor(s) as his or her (or their) primary residence and must be occupied by Mortgagor(s) within sixty (60) days of closing.

(n) The related Mortgage Note shall be payable on the first day of each month in self-amortizing equal monthly installments of principal and interest, with interest payable in arrears, providing for full amortization by maturity over an original term of 360 months.

(o) All structures upon the Mortgaged Property shall be insured against loss by fire, hazards of extended coverage and such other hazards as are customary in the area where the Mortgaged Property is located, pursuant to fire and hazard insurance policies with extended coverage or other insurance required by the Program Guide.

(p) The real property shall be improved with a Single Family Residence.

(q) All documents submitted by Participant pursuant to this Origination Agreement and the Program Guide shall be genuine and original and, all other representations by Participant as to each MCC Loan shall be true and correct and shall meet the applicable requirements and specifications of the Program Guide and the Authority.

(r) There is no proceeding pending for the total or partial condemnation of the Mortgaged Property, and such property shall not be damaged by waste, fire, earthquake or earth movement, windstorm, flood, tornado, or other casualty.

(s) At origination and as of date of closing, no improvement located on or constituting part of the Mortgaged Property shall be in violation of any applicable zoning law or regulation; all inspections, licenses and certificates required to be made or issued with respect to all occupied portions of the Mortgaged Property, and with respect to the use and occupancy of the same, including, but not limited to, certificates of occupancy and fire underwriting certificates, shall have been made or obtained from the appropriate authorities.

(t) No circumstances or conditions shall exist with respect to the Mortgage, the Mortgaged Property, the Mortgagor, or the Mortgagor's credit standing that could be reasonably expected to cause the MCC Loan to become delinquent or adversely affect the value or marketability of the MCC Loan.

Section 2.03. **Representations, Warranties and Covenants With Respect to Each Reservation Request and Allocation**. The representations, warranties and covenants provided in this Article II shall be deemed restated by the Participant upon (a) making a Reservation Request with respect to such matters; and (b) execution and delivery of a Program Registration Form with respect to a specified Allocation.

Section 2.04. **Survival of Representations, Warranties and Covenants**. It is understood and agreed that the representations, warranties and covenants set forth in this Origination Agreement shall survive and continue in force for the full remaining life of any MCC Loan notwithstanding a restrictive or qualified endorsement of any Mortgage Note or any restrictive or qualified language contained in any assignment of Mortgage.

ARTICLE III

OPERATION OF PROGRAM

Section 3.01. **Acceptance of Participants**. Upon the Authority's receipt of the non-refundable (unless Participant is not accepted by the Authority) Registration Fee in an amount set forth in the Program Registration Form and acknowledgment of the receipt and approval of this Origination Agreement, which shall be indicated by the signature of a representative of the Authority on the signature page hereof, the Participant shall be accepted to serve as a participating originator of MCC Loans under the Program.

With respect to a specified Allocation, the Participant shall execute and deliver a Program Registration Form to the Authority requesting that the Participant be accepted to serve as a participating originator of MCC Loans under the Program with respect to such specified Allocation. Upon the Authority's written acknowledgment of the receipt of a Program Registration Form and the Participant's continuing compliance with the provisions of this Origination Agreement and the Program Guide, such Program Registration Form shall be attached to this Origination Agreement and become a part hereof and the Participant shall be accepted by the Authority to serve as a participating originator of MCC Loans under the Program with respect to the applicable Allocation specified in such Program Registration Form.

Section 3.02. **MCC Loan Applications and Originations**. The Participant shall not begin to receive applications for MCC Loans prior to receipt from the Authority of a Notice of Availability of Funds with respect to a particular Allocation. After receipt of a Notice of Availability of Funds, the Participant agrees to use its best efforts to originate MCC Loans for Eligible Borrowers in accordance with this Origination Agreement and the Program Guide.

Section 3.03. **Reservation Requests and Reservation Fees**. For each MCC Loan or group of MCC Loans which the Participant desires to originate, the Participant shall make a Reservation Request pursuant to the procedures set forth in the Program Guide. The submission of the corresponding Reservation Fee shall constitute the Participant's agreement to originate the particular MCC Loan(s) set forth in such Reservation Request as soon as practicable pursuant to the procedures set forth in the Program Guide. The Participant agrees that prior to issuing a commitment for a MCC Loan to an Eligible Borrower for the purchase of a Single Family Residence, the Participant shall have first received an accepted Reservation Request from the Authority with respect to the particular MCC Loan.

SPECIFIC REFERENCE IS HEREBY MADE TO THE PROGRAM GUIDE. THE PROVISIONS OF THE PROGRAM GUIDE ARE INCORPORATED HEREIN BY REFERENCE AND ARE DEEMED TO BE A PART OF THIS ORIGINATION AGREEMENT.

Section 3.04. **MCC Loan Terms**. MCC Loans shall contain the terms and be subject to the requirements provided in the Program Guide.

Section 3.05. **Fees and Costs**. In connection with each MCC Loan, the Participant may charge and collect a mortgage origination fee and discount points as provided in and subject to the conditions of the Program Guide. In addition, the Participant may charge the other fees set forth in the Program Guide.

Section 3.06. **Defective Documents and Non-Qualifying MCC Loans**. The Program Guide shall provide the rules governing the duties of the Participant in connection with defective MCC Loan documentation and Non-Qualifying MCC Loans. If the Participant has (a) delivered an improperly documented or Non-Qualifying MCC Loan; (b) failed to remain in compliance with any of the representations set forth in this Origination Agreement; or (c) breached any of the warranties or covenants set forth in this Origination Agreement, the Authority may, in its sole discretion cancel the applicable Mortgage Credit Certificate(s).

Section 3.07. **Proceeds of Reservation Fee**. The Reservation Fee submitted to the Authority by Participant in connection with a Reservation Request shall be retained by the Authority. If a Participant desires to cancel a Reservation Request after submission of a Reservation Fee such cancellation shall be subject to the terms and conditions set forth in the Program Guide.

Section 3.08. **Assignment of Origination Prohibited**. Participant may not assign its rights and obligations to originate MCC Loans pursuant to this Origination Agreement to any other entity or person without the Authority's prior written consent.

ARTICLE IV

PARTICIPANT

Section 4.01. **Merger or Consolidation of Participant**. Any entity into which the Participant may be merged or consolidated, or any entity resulting from any merger, conversion or consolidation to which the Participant shall be a party, or any entity succeeding to the business of the Participant, shall be the successor of the Participant hereunder without the execution or filing of any document or instrument, or any further act on the part of any of the parties hereto, but this provision is not intended to be a consent to any such act to the extent it otherwise violates the terms of this Origination Agreement.

The Participant shall immediately notify the Authority in writing of any such merger, conversion or consolidation at its earliest opportunity. The Authority, in its sole discretion, may reject any successor as party to this Origination Agreement and thereby terminate this Origination Agreement except as to Participant's liability previously incurred hereunder.

Section 4.02. **Participant To Assist Other Parties**. The Participant shall provide the Authority with information, records or such assistance reasonably requested by the Authority and otherwise cooperate with the Authority as reasonably requested.

ARTICLE V

EVENTS OF DEFAULT

Section 5.01. **Participant Termination**. Upon the occurrence of any one (1) or more of the following events, the Authority may terminate this Origination Agreement with respect to the Participant as provided in Section 5.02 hereof and shall have the other remedies specified therein:

(a) Failure by the Participant to fully observe or perform, in any respect, any warranty, covenant, condition, or agreement, or failure to remain in compliance with any representation in this Origination Agreement or the Program Guide.

(b) Failure by the Participant to timely comply with the reporting requirements required by the Program Guide and the Code.

(c) Participant receives an unfavorable decree, order, determination, or designation from a court or agency or supervisory authority having jurisdiction over the Participant such as, the FDIC, the Office of Thrift Supervision ("OTS"), the Office of the Comptroller of the Currency ("OCC"), etc.

(d) A decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a trustee in bankruptcy, a conservator or receiver or liquidator in any solvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, shall have been entered against the Participant.

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

(f) The Participant shall admit 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.

(g) The Authority shall discover or be notified that any representation of or warranty by the Participant is false or misleading in any respect.

(h) The Participant submits one (1) or more Non-Qualifying MCC Loans or improperly or inadequately documented MCC Loans.

Section 5.02. **Remedies**. Whenever any event referred to in Section 5.01 hereof shall have happened and be continuing, the Authority may take any one (1) or more of the following remedial steps in addition to (and not in lieu of) any and all other remedies that may be available at law or in equity or by statute for the enforcement of the obligations of the Participant hereunder:

(a) By notice in writing pursuant to Section 7.03 hereof suspend the Participant from participating in the Program until any event of default is resolved. If Participant is suspended from the Program it will no longer be authorized to originate loans through the Program after the effective date set forth in the notice of suspension. Any such termination shall not release the Participant from liabilities incurred hereunder prior to suspension.

(b) By notice in writing pursuant to Section 7.03 hereof to the Participant, terminate all of the Participant's rights hereunder without liability to the Authority. Any such termination shall not release the Participant from liabilities incurred hereunder prior to termination.

(c) 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 Origination Agreement or to enforce performance and observance of any obligation, agreement, or covenant of the Participant under this Origination Agreement.

Anything to the contrary notwithstanding, the representations, warranties and obligations of the Participant under this Origination Agreement made or incurred prior to any termination shall remain fully enforceable and shall survive any termination of this Origination Agreement.

Section 5.03. **Authority to Act; Appointment of Successor**. At the time the Participant receives a notice of termination pursuant to Section 5.02(a), all rights of the Participant hereunder shall cease. The Authority may designate a successor to the Participant and shall take action, consistent with this Origination Agreement, as shall be necessary to effectuate any such succession.

Section 5.04. **No Remedy Exclusive**. 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 Origination Agreement or existing at law or in equity. No delay or failure to exercise any right or power accruing under this Origination Agreement 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 5.05. **Agreement to Pay Attorneys' Fees and Expenses**. In the event the Participant should fail to perform its obligations under any of the provisions of this Origination Agreement and the Authority should employ attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the Participant herein contained, the Participant agrees that it will pay or reimburse the Authority on demand the reasonable fees of its attorneys and all such other incurred expenses.

ARTICLE VI

INDEMNITY

Section 6.01. **Participant to Indemnify**. The Participant shall indemnify and hold harmless the Authority from any and all losses, damages, claims, liabilities or judgments or expenses (including, without limitation, court costs and reasonable attorneys' fees) suffered or sustained by them based upon or relating to any MCC Loan originated by the Participant or any breach of the Participant's warranties, representations, covenants or duties hereunder.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.01. **Access to Certain Documentation and Certain Information Regarding the MCC Loans**. The Participant shall provide, to the Trustee, the Authority and the outside auditor of the Authority and their examiners and supervisory agents access to the documentation regarding the MCC Loans requested by them, such access being afforded without charge, upon reasonable request and during the normal business hours at the offices of the Participant.

Section 7.02. **Amendments, Changes and Modifications**. The Authority reserves the right to supplement and amend the provisions of this Origination Agreement and shall notify the Participant of any such supplement or amendment. Such supplements or amendments shall have the same force and effect as if originally contained in this Origination Agreement from and after the effective dates of such amendments.

Section 7.03. **Notices**. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when delivered, when mailed by certified or registered mail, postage prepaid, return receipt requested, or when sent by e-mail addressed to the appropriate Notice Address.

The Authority or the Participant may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.

Section 7.04. **Further Assurances and Corrective Instruments**. To the extent permitted by law, the Authority and the Participant agree that each will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, such supplements hereto and such further instruments as may reasonably be required or appropriate to further express the intention of, or to facilitate the performance of, this Origination Agreement.

Section 7.05. **Binding on Parties and Assigns; No Rights Conferred on Others**. This Origination Agreement and all obligations and rights arising hereunder shall bind and inure to the benefit of the Authority and the Participant and their respective successors in interest. Consistent with the foregoing, nothing in this Origination Agreement shall confer rights upon any person other than the Authority and the Participant.

Section 7.06. **Governing Law**. This Origination 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. The Participant hereby consents to the jurisdiction of the courts of Marion County in the State for any proceeding in connection with this Origination Agreement.

Section 7.07. **Severability**. In the event any provision of this Origination 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 7.08. **Term of Origination Agreement**. This Origination Agreement shall be in full force and effect from the date hereof and shall continue in effect for the period set forth in the applicable Program Registration Form, or until such earlier time as this Origination Agreement is terminated pursuant to Section 5.02 hereof.

Section 7.09. **Miscellaneous**. The headings used herein have been included for convenience of reference only, and shall be ignored in construing the provisions hereof. Unless the context requires otherwise, the use of any gender shall include all genders, and the singular shall include the plural, and vice versa. This Origination Agreement shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Origination Agreement.

Section 7.10. **Relationship of the Parties**. Each party hereto, in the performance of its respective duties hereunder, shall act in an

individual capacity and not as agents, employees, partners, joint venturers or associates of each other. The employees or agents of one (1) party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Except as provided in Article VI, neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

Section 7.12. **Confidential Information**. The Participant covenants that data, material and information gathered based upon or disclosed to the Contractor for the purpose of the Program, will be utilized for the sole purpose of originating loans under the Program. The Participant acknowledges that the services to be performed by it for IHCDA under this Origination Agreement may require or allow access to data, materials, and information containing Social Security numbers or other personal information. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Participant agrees to comply with the provisions of I.C. 4-1-10 and I.C. 4-1-11. If any Social Security number(s) or personal information (as defined in I.C. 4-1-11-3) is/are disclosed by Participant, it agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Origination Agreement.

Section 7.12. **Funding Cancellation and Termination for Convenience.** When the Executive Director of the Authority makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Origination Agreement, it shall be canceled. Such determination shall be final and conclusive. This Origination Agreement may be terminated, in whole or in part, by the Authority whenever, for any reason, the Authority determines that such termination is in the best interest of the Authority by notice in writing pursuant to Section 7.03 hereof.

[Signature Pages Following]

IN WITNESS WHEREOF, Participant and the Authority have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective seals, duly attested, to be hereunto affixed, all as of the day, month and year first above written.

_____
(the "Participant")

By:_____
Printed:_____
Title:_____

Attest:

By: _____
Printed: _____
Title: _____

Notice Address:

_____
_____
_____
E-mail: _____

E-mail: _____
(REQUIRED FOR ACH NOTICE):

Bank Account no:_____

Routing no.:_____

Checking or Savings:_____

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
(the "Authority")

By:_____

J. Jacob Sipe

Executive Director

Notice Address:
Indiana Housing and Community Development Authority
30 South Meridian Street, Suite 1000
Indianapolis, IN 46204
E-mail_____