

**NORTEX HOUSING FINANCE CORPORATION
2013 MORTGAGE ORIGINATION PROGRAM
LENDER AGREEMENT**

THIS LENDER AGREEMENT (this “*Agreement*”) is entered into as of _____ 1, 2013, by and between the Nortex Housing Finance Corporation (the “*Corporation*”) and the lending institution executing this Agreement (the “*Lender*”) in connection with the Corporation’s 2013 Mortgage Origination Program (the “*Program*”).

WHEREAS, the Lender wishes to participate in the Program and has agreed to make mortgage loans to qualified borrowers pursuant to the Administrator’s Guidelines;

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

Section 1. Covenant to Originate Mortgage Loans. The Lender hereby acknowledges its receipt of the Administrator’s Guidelines established in connection with the Program. The administrator’s Guidelines provided by Housing and Development Services, Inc. dba eHousing Plus, as may be amended from time to time with notice to the Lender, including (without limitation) as of the date hereof the following requirement therein: (i) minimum 640 borrower FICO score, (ii) \$62,560 borrower income limits and (iii) \$250,200 maximum home purchase price limits.

Section 2. Master Servicer. All Lenders must be approved by and in good standing with U.S. Bank National Association (the “*Master Servicer*”) as the purchase and servicer of the mortgage loans. The Lender hereby covenants and agrees to originate mortgage loans in accordance with the Master Servicer’s Participating Lender Agreement and all other corresponding lending documents. The Lenders will be required to execute a Participating Lender Agreement directly with the Master Servicer to confirm origination, delivery and purchase terms and conditions specifically for mortgage loans originated under this Program. Purchases will be made following receipt and review of closing documents, including evidence of compliance with the Program guidelines, applicable mortgage loan underwriting requirements, FHA, VA and RHS requirements and federal and state regulations.

Section 3. Down Payment Assistance. The Corporation shall provide down payment assistance in an amount equal to 5.00% of the principal amount of the mortgage loan to eligible borrowers in accordance with the terms of the Administrator's Guidelines. Such down payment assistance shall be applied to a down payment on the mortgage loan and/or to closing costs. Down payment assistance is a grant and is not repayable by the borrower.

Section 4. Amendment. This Agreement shall not be amended or otherwise modified except with the written consent of the parties hereto.

Section 5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles.

Section 6. 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 7. 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 on and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Corporation 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.

CORPORATION

NORTEX HOUSING FINANCE CORPORATION

By

Name: _____

Title: _____

LENDER:

By

Name: _____

Title: _____