

**MISSISSIPPI HOME CORPORATION
MORTGAGE CREDIT CERTIFICATE PROGRAM
LENDER PARTICIPATION AGREEMENT**

This Lender Participation agreement (the "Agreement") is made and entered into by and between the Mississippi Home Corporation ("MHC") and _____ ("Lender").

WITNESSETH:

Whereas, the Tax Reform Act of 1984, codified at Section 25 of the Internal Revenue Code of 1986 (the "Code"), established the Mortgage Credit Certificate ("MCC") Program as a means of assisting qualified individuals and families with the acquisition of new and existing single family housing; and

Whereas, the Mississippi Home Corporation Act, Section 43-33-701, *et seq.* Of the Mississippi Code of 1972, as amended (the "Act") authorizes MHC to issue MCC's and administer the MCC Program for the State of Mississippi; and

Whereas, the Lender wishes to participate in the MCC Program administered by the MHC by providing financing for the acquisition of new and existing single-family housing and without further authorization, possesses full power to do so.

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

1. MHC hereby appoints the Lender as one of its agents for receipt and processing of the applications for MCC's under the MCC Program.
2. Lender will make information provided by MCC regarding the MCC Program readily available to potential applicants for MCC's (the "Borrowers"). Lender will process and review the application of any Borrower in a timely manner in order to determine eligibility for the Program. In evaluating each Borrowers eligibility, Lender will use the standards and criteria set forth in the regulations promulgated by the Internal Revenue Service, acting pursuant to the Code, to govern the MCC Program and found at 26 CFR S 1.25-3T, paragraphs (c) through (o) (the "Regulations").
3. Lender will provide each Borrower with all documents necessary to apply for and to receive an MCC and will obtain such documents from the Borrower upon their completion. In addition, Lender will complete all other documents provided by MHC in connection with the MCC Program. All such documents described in this paragraph are collectively attached hereto as Exhibit A.
4. The Lender will follow standard underwriting procedures in its processing of the loan application of each Borrower, including but not limited to its usual and customary practices respecting investigation of credit and verification of information. Lender warrants that all information provided to MHC regarding each Borrowers eligibility under the MCC Program (i) is provided in good faith, (ii) is accurate to the best of its knowledge and (iii) is the result of standard due diligence on the part of Lender.
5. Lender warrants that it will comply with the requirements of the Code, the Regulations, the Act and all guidelines established by MHC, respecting the MCC Program.
6. Upon reasonable request and during normal business hours, MHC and its authorized representatives shall have the authority to examine and inspect all books and records in Lenders possession relating to any Borrower, any MCC or the MCC Program.
7. Lender may charge each Borrower the following fees, provided they are reasonable and customary and do not exceed Lender fees associated with mortgages not provided in connection with MCC's: points, origination fees, servicing fees, application fees, survey fees, credit report fees, insurance fees, and other standard fees.
8. Lender must also charge the Borrower(s) a fee reasonably necessary to cover the administrative costs incurred in processing the MCC reservation of \$ 300.00 that is payable to MHC.
9. This Agreement shall remain in full force and effect until terminated. Lender or MHC may terminate this Agreement without cause, upon sixty (60) days written notice to the other. Further, MHC may immediately terminate this Agreement and prohibit Lender from participation in the MCC Program upon Lenders failure to comply with the terms and conditions of this Agreement and upon written notice by MHC. No amendment to this Agreement shall be effective unless in writing and signed by both parties hereto.

10. Any notice given hereunder shall be given in writing, signed by the party giving such notice, and shall be sent by United States Mail, with proper postage, addressed to the party for whom intended at the following address:

TO MHC: Mississippi Home Corporation
P O Box 23369
Jackson, MS 39225-3369

Attention: Vice President, Single Family Programs

TO LENDER: _____

Phone: _____ Fax: _____
Attention: _____
Email Address: _____

11. Lender hereby acknowledges and agrees that repayment of any loan made in conjunction with the MCC Program is the sole responsibility of the Borrower obtaining the loan and payment of such loans does not constitute an indebtedness of MHC or a charge against its general credit or other assets. Lender hereby waives any rights it might have to look to MHC for repayment in the event of a default by any Borrower under the MCC Program.

12. If any provision of the Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances and, to this end, the provisions hereof are severable.

13. This Agreement and the rights and obligations of the parties hereunder shall be constructed in accordance with the governed by the laws of the State of Mississippi.

IN WITNESS WHEREOF, MHC and LENDER have executed this Agreement on the dates indicated below.

LENDER

BY: _____
(Type or Printed Name)

Its: _____
(Type or Printed Title)

Date: _____

Mississippi Home Corporation,
MHC

BY: _____
Dianne Bolen

Its: Executive Director

Date: _____