



New Lender Application Checklist

Submit this checklist with the Lender Application package. Upon WHEDA's receipt of a completed application, please allow 10 business days for review. WHEDA will not begin review of applications deemed incomplete. Additional information may be requested by WHEDA as needed.

	New Lender Application			
	Depository Institution		Non-Depository	
Not Needed = <input type="checkbox"/> Lender provided = Place an X in box to check off documents included.	Fannie Mae or Freddie Mac Direct Seller or FHA Approved	Not Fannie Mae or Freddie Mac Direct Seller or FHA Approved	Fannie Mae or Freddie Mac Direct Seller or FHA Approved	Not Fannie Mae or Freddie Mac Direct Seller or FHA Approved
\$300 New Lender Application Fee				
Completed Lender Application				
Original executed Loan Origination Agreement				
Bond and Insurance policies' declaration pages				
Executed ACH Agreement				
List of all individuals or entities with an ownership interest of 10% or greater.				
Single-Family Mortgage Quality Control Plan				
Most recent 3 rd party loan production audit and management response				
Corporate Signatory Resolution, approved by the Board.				
Audited financial statements for the previous two (2) years, and interim financial statements if audited statements for most recent year are six (6) months old or more. *				
Original executed Delegated Administrator Agreement				
List of all Wisconsin based MLO's				
List of all Affiliates				
Resumes for all key employees and all key employees in Wisconsin				

* If audited statements are not available, submit a statement from the President/CEO to attest to the accuracy of the submitted financial information and sign each financial statement.

If WHEDA has questions regarding this checklist and application:

Contact Name: _____ Phone: _____

Email address: _____

NEW LENDER APPLICATION

APPLICANT INFORMATION

Company Name: _____

President/CEO Name: _____

Phone number: _____ Fax number: _____

Address: PO Box _____ Zip _____

Street _____ Zip _____

City, State: _____

EIN: _____ Company NMLS #: _____

Single Family Loan Origination Primary Contact Person:

Name: _____

Phone Number: _____ Fax Number: _____

Email: _____

Web site: _____

Application Purpose: Direct Lender Wholesale Lender

Lender Type: Bank Credit Union Mortgage Banker Savings Bank

Desired Channel: Correspondent Mini-Correspondent Broker

Participation in Other Programs

- If you are an approved participant, in good standing, with FNMA, FHLMC, GNMA, FHA, VA and/or USDA-RD, please list your identification number. New Lender applicants must include evidence of approval. **(If not approved – indicate with "N/A")**

FHLMC # _____
Format: 000000

FNMA # _____
Format: 00000-000-0

FHA# _____
Format: 000 000 0000

GNMA # _____
Format: 00000-000-0

VA# _____

USDA-RD# _____

- Are you an FHA Direct Endorsement Lender? ___ Yes ___ No

TRID Compliance:

Is your institution substantially open for business on Saturdays? ___ Yes ___ No

BUSINESS RELATIONSHIPS

List Wholesale Lenders the Company has sold loans to in the past fiscal year.

Wholesale Lender	% of Loans Sold
_____	_____
_____	_____
_____	_____
_____	_____

List other State Housing Finance Authority's (HFA's) the Company has sold loans to in the past 12 months.

LIST OF INDIVIDUALS OR ENTITIES WITH OWNERSHIP INTEREST OF 10% OR GREATER

	% of Ownership
_____	_____
_____	_____
_____	_____

LIST OF HOUSING RELATED AFFILIATES

HOW DID YOU HEAR ABOUT WHEDA?

CERTIFICATIONS AND DECLARATIONS

I hereby certify that:

1. the Company is legally authorized to originate and sell mortgage loans and the related servicing rights to WHEDA, and such activity will not be in conflict with or result in a breach of the terms, conditions or provisions of the Company's organizational documents or any agreement to which the Company is now a party, or result in the violation of any regulatory order, sanction, or decree to which it is bound.
2. the Company, its mortgage loan originators, and any other employees, as required by law, is/are properly licensed, registered, or otherwise authorized to originate and/or sell residential mortgage loans in the State of Wisconsin.
3. neither the Company, nor any of its principals, officers or mortgage loan origination staff are named in any current or pending suit, proceeding, investigation, litigation, or violation of mortgage lending laws or regulations which, either individually or in aggregate, could result in a material adverse change in its business, operations, financial condition or assets, or impair the ability of the Company to carry on its business as it is now conducted.
4. neither the Company nor any of its principals, officers or staff who are involved in any way with the management, supervision, control or influence over the origination or servicing of any mortgage loans, or any function related to the origination or servicing of any mortgage loans are currently named in HUD's Limited Denial of Participation list (LDP), U. S. Government's System for Award Management (SAM) list or FHFA's Suspended Counterparty Program (SCP) list.
5. all mortgage loans submitted to WHEDA for purchase will have been originated in compliance with all Federal and State laws (e.g., statutes, regulations, ordinances, administrative rules, and orders that have the effect of law, and judicial rulings and opinions) including, but not limited to the Federal Consumer Protection Act, Real Estate Settlement Procedures Act, Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Wisconsin Consumer Act and Lender Compensation Rules.
6. the Company has the required fidelity bond and errors and omissions insurance coverage and that none of its principal officers has been removed from the coverage; or if so, that a direct surety bond has been obtained pertaining to the principal officer(s).
7. the Company meets all requirements as they apply to the WHEDA Loan Origination Agreement, the WHEDA Advantage Policies and Procedures Manual and Underwriting Guide(s) as amended, supplemented or renamed from time to time, and acknowledges that representations and warranties made herein survive the transfer of servicing to WHEDA.
8. the Company agrees that the Company shall indemnify and hold harmless WHEDA and its members, officers, and employees from, and against, all losses, damages, penalties, fines, forfeitures, legal fees and related costs, judgments and any other costs, fees and expenses heretofore or hereafter resulting from or arising out of any action by the Lender which breaches a representation, warranty, covenant or obligation contained in the WHEDA Loan Origination Agreement.
9. the Company maintains a tangible net worth of not less than the minimum required amounts as prescribed in the Policy and Procedures Manual, as amended, supplemented or renamed from time to time.
10. the Company's mortgage operations have, within the past 24 months, been examined by an independent third party and all findings have been addressed.
11. the Company, if performing as a Wholesale Lender, accepts responsibility for all loans submitted to WHEDA by a Company authorized Third Party Originator (TPO) pursuant to the WHEDA Advantage Loan Origination Agreement, the WHEDA Policy and Procedures Manual, and acknowledges that representations and warranties made herein survive the transfer of servicing to WHEDA as if the Company had originated those loans itself.

12. the Company agrees that in the event of any breach of the foregoing representations and warranties, Lender shall obtain the correction of such breach within thirty (30) days after the earlier of (a) notice of such breach is given by the Authority to the Lender; or (b) such breach is discovered by the Lender, and if any such breach materially and adversely affects any one or more of the loans, in the event that the Lender cannot obtain the correction of such breach within such thirty (30) day period, the Lender shall repurchase the loan or loans affected by such breach from the Authority upon the request of the Authority; in the event that the Authority elects to require the Lender to purchase such loans.
13. Company certifies it has a written Quality Control Plan defining the Company's standards for loan quality and a process for mitigating risks associated with the Company's servicing processes.
14. Company certifies it has a written Appraiser Independence Policy complying with the requirements of the Equal Credit Opportunity Act/Appraiser Independence Requirements.

I have read the Certifications and Declarations, and affirm all the above information in this Lender Application is true and correct. By executing this document I authorize WHEDA, at its discretion, to obtain business credit reports, business reference reports, and other information as may be deemed necessary. I acknowledge that such reports and information will be obtained and used only in connection with this application and continued eligibility to do business with WHEDA, and not for any consumer credit or other purposes, and I hereby waive any cause of action or claim I or the Company may have against such sources with respect to any information they may provide.

By: _____ Title: _____
(Authorized Signature)

(Print or type name) Date: _____

LOAN ORIGINATOR LOCATIONS & KEY CONTACTS FOR WISCONSIN

Company Name: _____

Please list all locations in Wisconsin where a Mortgage Loan Originator is located and a potential borrower can have a mortgage application processed for a WHEDA Advantage Product. Please **include resumes** for the key contacts (or Branch Managers) listed in Wisconsin locations.

Branch Name: _____

Contact Name: _____

Email Address: _____

PO Box/Zip: _____ Zip _____

NMLS#: _____

Street: _____

City/County/Zip: _____

Phone #: _____

Fax #: _____

Branch Name: _____

Contact Name: _____

Email Address: _____

PO Box/Zip: _____ Zip _____

NMLS#: _____

Street: _____

City/County/Zip: _____

Phone #: _____

Fax #: _____

Branch Name: _____

Contact Name: _____

Email Address: _____

PO Box/Zip: _____ Zip _____

NMLS#: _____

Street: _____

City/County/Zip: _____

Phone #: _____

Fax #: _____

Contact Name: _____

Email Address: _____

PO Box/Zip: _____ Zip _____

NMLS#: _____

Street: _____

City/County/Zip: _____

Phone #: _____

Fax #: _____

Print additional sheets if needed.

KEY EMPLOYEES

Company Name: _____

Please list at least one key employee in each process area identified below. **Include resumes** for each contact.

Origination

Contact Name: _____ Title: _____
PO Box/Zip: _____ Email Address: _____
Street: _____ NMLS#: _____
City/County/Zip: _____
Phone #: _____ Fax #: _____

Underwriting

Contact Name: _____ Title: _____
PO Box/Zip: _____ Email Address: _____
Street: _____
City/County/Zip: _____
Phone #: _____ Fax #: _____

Quality Control

Contact Name: _____ Title: _____
PO Box/Zip: _____ Email Address: _____
Street: _____
City/County/Zip: _____
Phone #: _____ Fax #: _____

Post Closing

Contact Name: _____ Title: _____
PO Box/Zip: _____ Email Address: _____
Street: _____
City/County/Zip: _____
Phone #: _____ Fax #: _____

Compliance Contact

Contact Name: _____ Title: _____
PO Box/Zip: _____ Email Address: _____
Street: _____
City/County/Zip: _____
Phone #: _____ Fax #: _____

Print additional sheets if needed.



WHEDA Advantage
Corporate Resolution of
Signatory Authority

The individuals listed below are fully authorized and empowered in their discretion and as occasion may arise to make, execute, endorse and deliver, in the name and on behalf of _____ (the "Lender"), any and all written instruments, agreements, documents and/or forms by and between Lender and Wisconsin Housing and Economic Development Authority ("WHEDA") its successor and/or assigns.

Name	Position/Title	Signature
Telephone	Fax Number	E-mail Address

Name	Position/Title	Signature
Telephone	Fax Number	E-mail Address

Name	Position/Title	Signature
Telephone	Fax Number	E-mail Address

Name	Position/Title	Signature
Telephone	Fax Number	E-mail Address

Name	Position/Title	Signature
Telephone	Fax Number	E-mail Address

Name	Position/Title	Signature
Telephone	Fax Number	E-mail Address



WHEDA Advantage
**Corporate Resolution of
Signatory Authority**

1. The specimen signature set forth directly across from each authorized person's name is true and correct and may be relied on until such time as a replacement Resolution is provided.

2. This Resolution has been approved by the Board of Directors of Lender on _____, 20____.

I, as authorized by my Company, hereby certify and attest that all the above information is true and correct.

_____, 20____

Signature

Printed Name

Title



WHEDA-Connect Delegated Administrator Agreement

A WHEDA participating lender requesting access to e-business applications must designate a Delegated Administrator (DA).

The lender understands that the DA is responsible for managing access to WHEDA's nonpublic e-business applications for persons in their organization. The lender understands and acknowledges the following:

- WHEDA is authorized to act upon all information submitted by the DA, any person signing on with the DA's ID and password, and/or any user ID created by the DA.
- Sound security procedures and safeguards are in place to ensure that all submissions of information are authorized and IDs and passwords are protected from unauthorized or otherwise improper use.
- The lender and the designated DA have read the [Terms of Use](#) on behalf of your organization.

Complete a separate form to identify each person in your organization who will be responsible for maintaining your eWHEDA Users list (maximum of five (5) DAs per participating lender). A signature below is required from an authorized signer as indicated on your Corporate Signatory Resolution.

LENDER NUMBER _____

Lender name

Name of Delegated Administrator

Address

Phone Number

City State Zip

e-mail Address

I authorize the individual named above to be our Delegated Administrator.

Authorized Signature

Print/Type Name

Title

Phone Number

Date



WHEDA-Connect Delegated Administrator Agreement

Sound Security Procedures and Safeguards:

- Each user of the system should have a unique user ID
- Users should not set their passwords to be the same as their user ID
- Passwords:
 - Must have a minimum of 10 characters
 - Must include at least 3 of the 4 complexity criteria:
 - One digit (0 – 9)
 - One lower case letter
 - One upper case letter
 - One special character
 - Cannot contain first name, last name or login name.
 - Cannot be a previously used password.
 - Should not consist of common pieces of information about the user (ie: birthday, child's name, anniversary, email address, etc)
 - May not contain 3 consecutive alphabetical or numeric characters in a row
 - Should not be real words that are recognizable in any language
 - Must be changed every 60 days
- Users should not share their passwords
- Users should never write their password down
- Users should make a complete change of their password. For example, if your password is **john1**, don't change your password to **john2** or **john11** when your password expires. An example of a complete change would be to change the password to **ca3vhrd1**

Email completed forms to:
qualitycontrol@wheda.com



QC PLAN CHECKLIST

PHILOSOPHY*

___ Objective/Purpose

GOVERNANCE/AUTHORITY

___ Identifies who is responsible for oversight

___ QC is performed independent of production, underwriting, and closing functions*

TARGET DEFECT RATE POLICY

___ Methodology for categorizing of loans with defects based on the severity of the defect

PREFUNDING QC POLICY*

___ Some type of review is performed to ensure quality of underwriting decision and/or processing of the loan application. [For Correspondent lenders PreFunding Audit process is required.]

POST CLOSING QC POLICY

___ Identifies the criteria for loans that will be selected for monthly audit

___ Identifies timeline for review completion

___ Reverifications are obtained

___ Identifies a process for corrective actions*

MANAGEMENT REPORTING*

___ Identifies what is being reported to management. Includes:

- loans with defects
- correction/remediation of defects
- defect rate/trending info

Reviewer__ _____

Date _____

*Minimum requirements for Broker and Mini-Corr channel lenders.



Authorization Agreement for Funding Transfers

LENDER # _____

LENDER NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

CONTACT PERSON _____ PHONE # (_____) _____

We hereby authorize the Wisconsin Housing and Economic Development Authority (WHEDA) to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error via ACH Transfer to our account indicated below and the depository names below, hereinafter called DEPOSITORY, to credit and/or debit the same to such account.

New Agreement Revised Agreement

Funds will be transferred to:

Depository Name _____

City, State, Zip Code _____

Transit/ABA Number _____

Account Number _____

Type of Account Checking Savings

This authority is to remain in full force and effect until WHEDA has received written notification from us of its termination in such time and in such manner as to afford WHEDA and DEPOSITORY a reasonable opportunity to act on it.

WHEDA Advantage loans will be funded under one of the following (check one):

- _____ ACH – account information noted above
- _____ Wire transfer – bailee letter for each loan transaction
- _____ Wire transfer – all loans with instructions provided below:

Receiving Bank information:

Bank Name _____

Routing/ABA Number _____

For the Credit to:

Company Name _____

Account Number _____

Dated as of _____, 20 ____.

Signature

Print Name and Title

Send to:

qualitycontrol@wheda.com

WHEDA LOAN DELIVERY CHANNEL OPTIONS

	Correspondent	Mini Correspondent	Broker
WHEDA Compensation and Lender Fees	<p>WHEDA paid compensation is based on Program and daily rate Lender can charge all “normal and customary” fees along with max of 2 points</p> <p>Overall compensation cannot exceed 5% HPML not allowed Advantage Conventional</p>	<p>WHEDA paid compensation is based on Program and daily rate Lender can charge all “normal and customary” fees along with max of 2 points</p> <p>Overall compensation cannot exceed 5% HPML not allowed Advantage Conventional</p>	<p>WHEDA paid compensation is 1.75 of original principal balance NO additional fees can be charged or retained by Lender</p>
Rate Lock	45 days via WHEDAConnect	45 days via WHEDAConnect	45 days via WHEDAConnect
Automated Underwriting System (AUS)	<p>*Desktop Underwriter® (DU®)</p> <p>**Loan Prospector® (LP®) is acceptable for FHA 203(b) loans</p>	Lender *Desktop Originator® (DO®) under WHEDA sponsorship	*Desktop Originator® (DO®) under WHEDA sponsorship.
Underwriting liability	Lender per Delegated UW Authority	WHEDA	WHEDA
Funding	Lender	Lender	WHEDA
Closing WHEDA 1 st Mortgage	Conventional and FHA loans in Lender's or WHEDA's name	Conventional loans in Lender's name; FHA loans in WHEDA's name	Conventional loans in Lender's name; FHA loans in WHEDA's name
Closing WHEDA Easy Close DPA	With Conventional first mtg, in Lender's or WHEDA's name With FHA first mtg. close in WHEDA's name	With Conventional first mtg, in Lender's or WHEDA's name With FHA first mtg. close in WHEDA's name	With Conventional first mtg, in Lender's or WHEDA's name With FHA first mtg. close in WHEDA's name
Closing WHEDA Capital Access DPA	With Conventional or FHA first mtg. in WHEDA's name	With Conventional or FHA first mtg. in WHEDA's name	With Conventional or FHA first mtg. in WHEDA's name
Post-closing	Final package to WHEDA within 10 CALENDAR days	Final package to WHEDA within 10 CALENDAR days	Final package to WHEDA within 10 CALENDAR days
Trailing Documents	Due within 120 days of closing	Due within 120 days of closing	Due within 120 days of closing

*Desktop Originator® (DO®) and Desktop Underwriter® (DU®) are registered trademarks of Fannie Mae ** Loan Prospector® (LP®) is a registered trademark of Freddie Mac



WISCONSIN HOUSING AND
ECONOMIC DEVELOPMENT AUTHORITY



**WISCONSIN HOUSING AND ECONOMIC
DEVELOPMENT AUTHORITY**

WHEDA ADVANTAGE

LOAN ORIGINATION AGREEMENT

LOAN ORIGINATION AGREEMENT

THIS AGREEMENT, is made and entered into as of _____, 20_____, by and among WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY ("the Authority"), a public body corporate and politic of the State of Wisconsin, and the Lender, whose name and address is set forth directly below ("Lender").

Name of Lender

Attention: _____
Contact Person

Street Address

Post Office Box

City

County

Zip+4

Telephone

Fax Number

Lender Number

WITNESSETH:

WHEREAS, the Authority is authorized pursuant to Chapter 234, Wisconsin Statutes, to make or participate in the making and entering into commitments for the making of long- term home ownership mortgage loans and housing rehabilitation loans to persons and families of low- and moderate-income; and

WHEREAS, the members of the Authority have authorized the WHEDA Advantage Loan Program;

WHEREAS, the Lender desires to sell loans and the Authority desires to purchase loans:

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and consideration described herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the Authority and Lender hereby agree as follows:

ARTICLE I

PARTICIPATION IN WHEDA ADVANTAGE PROGRAM

1.1 Lender agrees to originate and sell loans to the Authority, in accordance with the terms and conditions set forth in this Agreement and the WHEDA Advantage Origination Guide ("Origination Guide"), as the same may be amended from time to time, and all exhibits, certificates, affidavits, warranties and other documents required by the Origination Guide are specifically incorporated into this Agreement as if fully set forth herein.

1.2 A wholly owned Affiliate of Lender may originate and sell loans to the Authority, in accordance with the terms and conditions set forth in this Agreement and the Origination Guide, upon meeting certain requirements established by the Authority, as they may change from time to time.

- a. An Affiliate approved by the Authority will be expected to comply with all aspects of this Agreement.
- b. In the event Affiliate is unable to perform under the Agreement, Lender is required to perform on Affiliate's behalf and, if necessary, satisfy the Authority for any remedies sought under the Agreement.
- c. Lender agrees that the representations and warranties in this Agreement extend to the Affiliate; and that in the event of a breach of the representations and warranties by the Affiliate, Lender assumes full responsibility as if it itself caused the breach.

1.3 No provision of this Agreement or of the Origination Guide may be waived or modified unless such waiver and modification is made in a signed writing; provided, however, that the Authority may amend or supplement the Origination Guide by sending written notice of such amendment or supplement to Lender. Amendments or supplements shall become effective ten (10) business days after the date of mailing unless otherwise stated in such notice.

1.4 Lender acknowledges that the Authority shall be obligated to purchase loans only to the extent that net proceeds for the WHEDA Advantage Program are available and authorized by the Authority. The Authority may, in its sole discretion, suspend or terminate the Authority's commitment to purchase loans hereunder at any time upon the giving of written notice of such suspension or termination to Lender; provided however, that the Authority shall purchase all of Lender's approved loans closed prior to the effective date of the Authority's notice of suspension or termination, and all loans which have been approved in writing for primary and/or mortgage pool insurance by an eligible WHEDA mortgage insurer (if required) and for program compliance by the Authority prior to such effective date.

ARTICLE II

TERM

2.1 This Agreement shall commence on the date herein and shall automatically renew annually unless terminated pursuant to Article VIII.

ARTICLE III

COMPENSATION

3.1 Lender shall be entitled to receive an origination or lender fee equal to the published fee structure for the program issue.

3.2 The borrower shall be charged an origination or loan fee equal to the published fee structure for the current WHEDA Advantage Program issue. Lender shall charge borrower no other origination or loan fees, however denominated, and Lender shall collect, directly or indirectly, no other fees from the borrower or seller, except as specifically permitted by the Origination Guide.

3.3 Lender shall collect and timely transmit to the Authority any fee the Authority is entitled to under the published fee structure for the WHEDA Advantage Program.

ARTICLE IV

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

4.1 The Lender hereby agrees that the Lender shall indemnify and hold harmless the Authority and its members, officers, agents and employees from, and against, any and all losses, damages, penalties, fines, forfeitures, legal fees and related costs, judgments and any other costs, fees and expenses heretofore or hereafter resulting from or arising out of any action by the Lender.

4.2 Lender shall have sole responsibility for ensuring full compliance with any and all federal or state laws and shall indemnify the Authority from any loss or liability resulting or arising from any failure by Lender to fully comply with any such law.

4.3 Lender shall maintain throughout the term of this Agreement, at Lender's expense, a fidelity bond, fire and extended coverage insurance on Lender's office, theft insurance, forgery insurance, and errors and omissions insurance. Such bonds and insurance policies shall be in amounts as required by the Origination Guide.

ARTICLE V

LENDER'S REPRESENTATIONS AND WARRANTIES

- 5.1 Lender hereby represents and warrants to the Authority as follows:
- a. Lender is duly organized, validly existing and in good standing under the laws of the jurisdiction under which it is organized, and is duly qualified to do business in the State of Wisconsin.
 - b. Lender is duly authorized by all necessary corporate actions to enter into this Agreement. Upon execution, this Agreement will be a valid and binding agreement by Lender, enforceable according to its terms, and will not constitute a violation of any law or any requirement imposed by any regulatory, judicial or quasi-judicial body.
 - c. Lender is not under any cease and desist order or any other order of a similar nature which would in any way restrict Lender from complying with any and all terms of this Agreement.
 - d. Each loan purchased by the Authority pursuant to the terms of this Agreement will conform in all respects to each and every requirement and procedure set forth in this Agreement and the Origination Guide.

- e. Each representation and warranty contained in the Lender's Warranty is incorporated herein by reference and made a part hereof with respect to each loan purchased pursuant to the terms of this Agreement.
- f. Each of the foregoing representations and warranties of Lender are continuing and shall be deemed to have been made and shall be true and correct as of the date of closing of each loan purchased pursuant to the terms of this Agreement.
- g. Lender shall comply with all applicable federal, state and local laws.

5.2 The Authority agrees that in the event of any breach of the foregoing representations and warranties, Lender shall obtain the correction of such breach within thirty (30) days after the earlier of (a) notice of such breach is given by the Authority to the Lender; or (b) such breach is discovered by the Lender, and if any such breach materially and adversely affects any one or more of the loans, in the event that the Lender cannot obtain the correction of such breach within such thirty (30) day period, the Lender shall repurchase the loan or loans affected by such breach from the Authority upon the request of the Authority; in the event that the Authority elects to require the Lender to purchase such loans.

ARTICLE VI

STANDARD OF CARE

6.1 Lender shall originate and administer the closing of the loans, and in so doing shall exercise and use the same degree of skill and care as an experienced and prudent mortgagee would exercise and use under the circumstances in the conduct of its own affairs and with respect to loans it originates for its own account and otherwise in accordance with law and the guidelines described herein. In the event of any conflict between the Lender's customary practices and the standard of care required by this Agreement, the higher standard shall prevail.

ARTICLE VII

RELATIONSHIP OF THE PARTIES

7.1 This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture, or employer/employee relationship between the Authority and Lender, it being expressly understood that each party shall act as and be deemed to be an independent contractor. Neither party shall have any right to obligate or bind the other in any manner whatsoever and nothing contained herein shall give, or is intended to give, any rights of any kind to any third person.

ARTICLE VIII

TERMINATION

8.1 If, in the sole judgment of the Authority, Lender has failed to: (a) originate loans pursuant to the terms of this Agreement and the Origination Guide; (b) exercise proper quality control, documentation, and/or judgment in originating, processing or closing loans; (c) perform any duty or obligation of Lender to be performed pursuant to the terms of this Agreement or the Origination Guide; or (d) deposit funds with the Authority for transfer to the trustee, the Authority may terminate this Agreement immediately upon the giving of written notice to Lender. The right of the Authority to terminate hereunder shall not be affected in any way by the Authority's waiver or failure to act with respect to any previous default.

8.2 Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party.

8.3 This Agreement shall terminate immediately upon the statutory insolvency or bankruptcy of Lender.

8.4 Upon the termination of this Agreement, Lender shall forward to the Authority within thirty (30) days all loan documents, appraisals, insurance policies, credit and financial information and any other materials relating to all loans.

ARTICLE IX

REPURCHASE OF LOANS

9.1 If in the sole judgment of the Authority, Lender has made a misrepresentation of material fact, or has breached representations made in the Lender's Warranty, or has otherwise breached the terms of this Agreement or the Origination Guide with respect to any loan originated by Lender, the Authority may tender, and Lender shall repurchase within ten (10) days of the Authority's written tender, the loan for an amount equal to the unpaid principal balance, plus accrued interest and any reasonable expense, including legal expenses, incurred by the Authority on the loan.

9.2 If a Lender does not obtain mortgage insurance as required by the Origination Guide the Lender shall repurchase, or obtain the required mortgage insurance within ten (10) days of the Authority's written tender. The loans shall be repurchased for an amount equal to the unpaid principal balance, plus accrued interest and any reasonable expenses incurred by the Authority on the loan. In addition, the Lender shall pay all expenses, costs or damages incurred by the Authority resulting from the Lender failing to obtain mortgage insurance as required by the Origination Guide.

9.3 If a Lender does not timely submit documents to the Authority upon the closing of a loan according to the Origination Guide, the Lender at the sole discretion of the Authority shall repurchase the loan within ten (10) days of the Authority's written tender of the loan for an amount equal to the unpaid principal balance, plus accrued interest and any reasonable expenses incurred by the Authority on the loan.

ARTICLE X

LIMITATION OF LIABILITY

10.1 The Authority shall have no obligations or liability under this Agreement except for the purchase price of mortgage loans. No cancellation fee or other penalty will be due Lender upon any cancellation, sale or repurchase under this article. The Authority may sell any or all of the loans or the servicing of the loans to any person or entity at any price. Lender shall have the right to service loans only if the Authority agrees in a written service agreement.

ARTICLE XI

REMEDIES

11.1 The Authority shall be entitled to all remedies available at law or in equity, including but not limited to the right to: (a) tender any loan to Lender for repurchase as set forth in this Agreement and the Origination Guide; (b) terminate this Agreement; (c) seek equitable relief by way of injunction to prevent the breach or threatened breach of any of the provisions of this Agreement, or to require specific performance thereof; (d) seek damages, including consequential damages and attorney's fees, arising by virtue of the Authority's sale of its bonds in reliance on Lender's compliance with the terms and conditions of this Agreement and the Origination Guide. Termination of this Agreement shall not diminish the Authority's rights hereunder. All remedies set forth herein shall be cumulative, and the exercise by the Authority of any one or more of them shall not in any way alter or diminish the Authority's right to any other remedy provided herein or by law or equity.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 This Agreement is made and entered in the State of Wisconsin and all questions as to the validity, construction, performance or enforcement hereof shall be governed by the laws of the State of Wisconsin.

12.2 The invalidity of any provision of this Agreement or of the Origination Guide shall in no way effect any other provision of this Agreement or of the Origination Guide, which shall remain in full force and effect.

12.3 This Agreement shall bind and inure to the benefit of the Authority and Lender and their respective successors in interest and permitted assigns. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all such counterparts shall constitute one and the same Agreement.

12.4 Upon request the Lender shall provide the Authority with a Recertification Form providing the financial and insurance information as disclosed in the Origination Guide.

12.5 All notices, tenders or demands made pursuant to this Agreement or the Origination Guide shall be made in writing and personally delivered or mailed to each party at the address set forth below:

LOAN ORIGINATION DIVISION
WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY
908 E MAIN STREET, MADISON, WI 53703
P O BOX 2209
MADISON WI 53701-2209

Lender Acknowledges That Lender Has Read This Agreement, Understands It, And Agrees To Be Bound By Its Terms. Lender Further Agrees That This Agreement Is The Complete And Exclusive Statement Of The Agreement Between The Parties, And That It Supersedes All Oral Or Written Proposals And All Other Communications Between The Parties Relating To The Subject Matter Of This Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

LENDER

Name of Lender

By: _____
Authorized Officer Title Date

(print or type name)

**WISCONSIN HOUSING AND ECONOMIC
DEVELOPMENT AUTHORITY**

By: _____
Director – Single Family Date



**Wisconsin Housing & Economic Development
Authority**
Mortgage Credit Certificate Program
Lender Participation Agreement

THIS AGREEMENT is made, entered into, and effective as of the date stated above the signature blocks below by and between WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY, a Wisconsin public body corporate and politic ("WHEDA"), and the lender that has signed below ("Lender").

WITNESSETH:

WHEREAS, the Section 25 of the Internal Revenue Code of 1986, as amended ("Code") and the Income Tax Regulations issued thereunder, which are currently § 1.25-1T through § 1.25-8T ("Regulations"), describe the requirements for a Qualified Mortgage Credit Certificate Program ("Qualified MCC Program"), which is a means of assisting qualified individuals with the acquisition of qualified new and existing single family housing; and

WHEREAS, WHEDA has established a new program which is designed to be a Qualified MCC Program, called The WHEDA Tax Advantage, a Mortgage Credit Certificate Program ("MCC Program"), and has issued, and from time to time amends, its Mortgage Credit Certificate Program Guide ("MCC Program Guide"); and

WHEREAS, Lender wishes to participate in the MCC Program consistent with the terms of this Agreement, the MCC Program Guide, and the applicable requirements of the Code and Regulations;

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

1. WHEDA hereby appoints Lender as one of its Participating Lenders, as defined in the MCC Program Guide, and one of its agents for receiving and processing applications for Mortgage Credit Certificates (each an "MCC") under the MCC Program.

2. As a Participating Lender, Lender shall:

a. comply with all applicable provisions of this Agreement, the MCC Program Guide, and the applicable requirements of the Code and Regulations;

b. make information regarding the MCC Program available to Lender's customers or potential customers who might qualify to receive an MCC (each a "Potential MCC Recipient"); and process and review each application, along with all required documents and information, from each Potential MCC Recipient in order to determine eligibility for the MCC Program;

c. before recommending that WHEDA issue an MCC to a Potential MCC Recipient, perform all investigation and verification that it would normally perform for underwriting of any financing not provided in connection with an MCC and as is necessary to determine that the Potential MCC Recipient, the loan, and the mortgaged property satisfy all requirements of the MCC Program;

d. only charge such fees as allowed under the MCC Program Guide;

e. comply with all data and record retention and reporting requirements applicable to the MCC Program;

f. grant WHEDA and its agents, during normal business hours and upon request by WHEDA, access to all of Lender's books and records related to Lender's participation in the MCC Program and each Potential MCC Recipient recommended by Lender to WHEDA for an MCC; and

g. indemnify, defend and hold harmless WHEDA and each of its members and employees against all liability incurred by any of them for any and all claims, causes of action, damages, costs, and expenses (including attorneys' fees), judgments, fines, and penalties that may be related to or arise out of any violation of law or breach of this Agreement resulting from an act or omission of Lender or any past, present or future director, officer, employee, incorporator, member, partner, stockholder, affiliate, agent attorney or representative of the Lender or any of their respective affiliates. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, affiliate, agent attorney or representative of the Lender or any of their respective affiliates shall have any liability to WHEDA (whether in contract or in tort) for any obligations or liabilities of the Lender arising under, in connection with or related to this Agreement or for any claim based on, in respect of, or by reason of the Lender participation in the MCC Programs, including, without limitation, any alleged nondisclosure or misrepresentation made by any such persons.

3. Lender represents and warrants to WHEDA that:

a. Lender and each of its employees who will be involved with the MCC Program are familiar with the terms of this Agreement, the MCC Program Guide, and the applicable requirements of the Code and Regulations;

b. Lender is duly organized, validly existing, and in good standing under the laws governing its creation and existence, is duly authorized and qualified to do in Wisconsin any and all business contemplated by this Agreement, and possesses all requisite authority, power, licenses, permits, and franchises to conduct its business and to execute, deliver, and comply with its obligations under the terms of this Agreement, the execution, delivery, and performance of which have been duly authorized by all necessary action;

c. this Agreement constitutes Lender's valid, legal, and binding obligation, enforceable in accordance with its terms, except as the enforcement thereof may be limited by applicable bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights generally and general principles of equity;

d. No information or document submitted by the Lender to WHEDA pursuant to this Agreement or the MCC Program Guide will, to the knowledge of Lender, contain any untrue statement of a material fact or omit to state a material fact necessary to make the information or document not misleading; and

e. Lender is a bank, savings bank, savings and loan association, credit union or mortgage banker, that actively provides service or otherwise aids in the financing of mortgage loan secured by mortgages on single family residential housing located within Wisconsin, or is a holding company of any of the foregoing.

4. WHEDA shall be entitled to make such amendments to the MCC Program Guide as it may in its sole and absolute discretion deem necessary, appropriate or advisable from time to time to facilitate the MCC Program; provided that no such amendments shall become effective or binding upon Lender until WHEDA sends written notice, which may be by facsimile or electronic mail, thereof to Lender.

5. Lender hereby acknowledges that repayment of each loan made in conjunction with the MCC Program is the sole responsibility of the borrower thereunder and payment of such loans does not constitute an indebtedness of WHEDA or a charge against its general credit or other assets of the state of Wisconsin.

6. This Agreement shall remain in full force and effect until terminated. Lender or WHEDA may terminate this Agreement without cause upon thirty (30) days written notice to the other; provided that upon such termination without cause by WHEDA, WHEDA must honor any outstanding commitments or approvals issued to Lender or borrower in accordance with the terms of this Agreement and the MCC Program. Further, and notwithstanding the preceding sentence, WHEDA may immediately terminate this Agreement, effective upon written notice from WHEDA, and prohibit the Lender from participation in the MCC Program upon WHEDA's determination, in its sole discretion that Lender has failed to comply with the terms and conditions of this Agreement, the MCC Program Guide, or any of the applicable requirements of the Code or Regulations. No amendment to this Agreement shall be effective unless it is in writing and signed by both parties hereto.

7. Notices to Lender shall be made using the contact information included on the last page of this Agreement. Notices to WHEDA shall be made to Wisconsin Housing and Economic Development Authority, Single Family Quality Control, ATTN: Single Family Lender Approval, Post Office Box 1728, Madison, Wisconsin 53701-1728 or 201 West Washington Avenue, Suite 700, Madison, Wisconsin 53703-2727.

8. This Agreement shall be construed in accordance with the laws of the state of Wisconsin, and the obligations, rights, and remedies of the parties hereunder shall be determined in accordance with such laws.

THIS AGREEMENT is dated the ____ day of _____, 201__.

Lender name

a _____
Type of organization

By: _____
Signature

Printed name and title

**WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT
AUTHORITY**

By: _____

Director – Single Family

Lender Information:

WHEDA ID #	
Lender Name	
Lender Address	
City	
MCC Program Contact Name	
MCC Program Contact Title	
Phone #	
Fax #	
E-Mail	

Return To:

Wisconsin Housing and Economic Development Authority
Single Family Quality Control
ATTN: Single Family Lender Approval

Post Office Box 1728
Madison, Wisconsin 53701-1728
or
908 E Main Street, Suite 501
Madison, Wisconsin 53703