

DISTRICT OF COLUMBIA HOUSING FINANCE AGENCY

**PARTICIPATING MORTGAGE LENDER
SINGLE FAMILY PROGRAM AGREEMENT**

Between:

AND DCHFA

Pertaining To:

**District of Columbia Housing Finance Agency
Single Family Programs**

Version: November 2016

PARTICIPATING MORTGAGE LENDER SINGLE FAMILY PROGRAM AGREEMENT

THIS PARTICIPATING MORTGAGE LENDER SINGLE FAMILY PROGRAM AGREEMENT, dated as of _____ ("the Effective Date"), is by and among the District of Columbia Housing Finance Agency ("DCHFA"), a corporate body and instrumentality of the District of Columbia (the "District") and _____ having its principal office at _____ (the "Mortgage Lender").

RECITALS

WHEREAS, pursuant to the Constitution and laws of the District, particularly Chapter 27, Title 42 of the District of Columbia Code ("the Act"), DCHFA is authorized to carry out the purposes set forth in the Act;

WHEREAS, DCHFA expects to make funds available to finance certain qualified home mortgage loans (the "Mortgage Loans") through one or more programs (each a "Program") described in the applicable program supplement, a form of which is attached hereto as Exhibit A, which Program Supplement is to be provided by DCHFA to the Mortgage Lender in connection with a Program (the "Program Supplement"), all in accordance with the Act and this Program Agreement; and

WHEREAS, DCHFA and the Mortgage Lender desire to enter into this Participating Lender Mortgage Lender Single Family Program Agreement, as supplemented in the future by one or more Program Supplements (collectively, the "Program Agreement") to set forth certain terms and conditions relating to the participation by Mortgage Lender in a Program.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained herein, DCHFA and the Mortgage Lender agree as follows:

ARTICLE 1 - DEFINITIONS

Section 1.1 Definitions. All words and phrases defined in this Article 1 (except as herein otherwise expressly provided or unless the context otherwise requires) shall have the respective meanings specified in this Article 1 for all purposes of this Program Agreement.

"Act" shall have the meaning set forth in the Recitals hereto.

"District" means the District of Columbia.

"Notice Address" means:

(a) As to DCHFA:

District of Columbia Housing Finance Agency
815 Florida Avenue, N.W.
Washington, D.C. 20001
Attention: Executive Director

(b) As to Mortgage Lender: As provided on the Signature Page hereto.

"Program" means any Program described in a Program Supplement.

"Program Agreement" means this Program Agreement between DCHFA and the Mortgage Lender, as amended or supplemented, specifically, as supplemented with respect to a Program by the Program Supplement.

"Program Documents" means, with respect to a Program, collectively, this Program Agreement, the Program Origination Manual, the Servicer Participating Lender Agreement, the Servicer Lender Guide and any other documents identified in the Program Supplement with respect to a Program.

"Program Origination Manual" means, collectively, each applicable DCHFA Single Family Program Origination Manual prepared by DCHFA setting forth, among other things, eligibility requirements related to homebuyers, residences, applicable income limits, applicable purchase price limits and other Program related terms and conditions.

"Program Supplement" means, with respect to a Program, the Program Supplement provided by DCHFA to Mortgage Lender substantially in the form of Exhibit A hereto.

"Servicer" means the servicer of a Program identified in a Program Supplement.

"Servicer Lender Guide" means the specific guide prepared by the Servicer for the origination and delivery of mortgage loans to be purchased by the Servicer and the eligibility, credit and security underwriting standards applicable thereto.

"Servicer Participating Lender Agreement" means the agreement between the Servicer and the Mortgage Lender regarding the terms and conditions under which the Servicer will purchase mortgage loans pursuant to a Program from the Mortgage Lender and setting forth the duties, obligations, representations, warranties, and covenants of the Mortgage Lender to the Servicer.

Section 1.2 Interpretation.

(a) In this Program Agreement, unless the context otherwise requires:

(1) the terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms refer to this Program Agreement, and the term "heretofore" means before and the term "hereafter" means after the date of this Program Agreement;

(2) words of the masculine gender mean and include correlative words of the feminine and neuter genders, and words importing the singular number mean and include the plural number and vice versa;

(3) words importing persons mean and include words importing firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(4) any heading preceding the texts of the several Articles and Sections of this Program Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Program Agreement, nor shall they affect its meaning, construction or effect; and

(5) this Program Agreement shall be governed by and construed in accordance with the applicable laws of the District.

(b) Nothing in this Program Agreement, expressed or implied, is intended or shall be construed to confer upon, or to give to any person, other than DCHFA or the Mortgage Lender any right, remedy or claim under or by reason of this Program Agreement, or any covenant, condition or stipulation hereof. All the covenants, stipulations, promises and agreements herein contained by and on behalf of DCHFA shall be for the sole and exclusive benefit of DCHFA and the Mortgage Lender.

(c) If any covenant or agreement provided herein on the part of DCHFA or the Mortgage Lender to be performed should be contrary to law, then such covenant or agreement shall be deemed separable

from the remaining covenants and agreements hereof, and shall in no way affect the validity of the other provisions of this Program Agreement.

ARTICLE 2 - PARTICIPATION QUALIFICATIONS

In order to participate in any Program hereunder, Mortgage Lender must meet the following qualifications and, by execution hereof, certifies that such qualifications are met.

Section 2.1 Representations of Mortgage Lender. Execution of a Program Supplement by Mortgage Lender shall indicate Mortgage Lender's representation that all representations contained in Article 3 hereof shall be true and correct as of the date of such Program Supplement.

Section 2.2 Approval Documents. Prior to execution of this Program Agreement and any Program Supplement if requested by DCHFA, Mortgage Lender shall have delivered to DCHFA: (i) a board resolution authorizing the execution and delivery of this Agreement; (ii) an incumbency certificate designating qualified representatives of the Mortgage Lender; and (iii) a copy of the Mortgage Lender's license to originate mortgage loans in the District, each in form and substance acceptable to DCHFA.

Section 2.3 Approval of Mortgage Lender by Servicer. The Mortgage Lender must be approved by each Servicer for each Program in which it participates and, in order to participate in any particular Program, must be able to make all the representations and warranties set forth in the Program Documents. Acceptance for participation in one Program does not guaranty acceptance for participation in another Program.

ARTICLE 3 - REPRESENTATIONS OF MORTGAGE LENDER

Section 3.1 Representations of Mortgage Lender. Each Mortgage Lender represents and warrants to, and covenants with DCHFA that, as of the date of execution of this Program Agreement, and at all times that it is originating or attempting to originate mortgage loans under a Program:

- (a) The Mortgage Lender is duly organized, validly existing and in good standing under the laws governing its creation and existence and is duly authorized and qualified to transact in the District any and all business contemplated hereby, possesses all requisite authority, power, licenses, permits and franchises to conduct its business and to execute, deliver and comply with obligations under the terms hereof, and has duly authorized the execution and delivery hereof by all necessary action;
- (b) The Mortgage Lender is in compliance with all other applicable District and federal laws, rules and regulations governing the business of the Mortgage Lender and the making of loans for residential housing;
- (c) The Mortgage Lender is not a party to or bound by any existing agreement or instrument or subject to any existing charter or other corporate restriction or any existing judgment, order, writ, injunction, decree, law, rule, or regulation which now or in the future may materially and adversely affect the ability of the Mortgage Lender to perform its obligations under this Program Agreement;
- (d) This Program Agreement has been duly authorized, executed, and delivered on behalf of the Mortgage Lender and constitutes the valid and binding obligation of the Mortgage Lender enforceable against it in accordance with its respective terms, subject to any applicable bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally;
- (e) No parent entity, subsidiary, or affiliate of the Mortgage Lender is participating as a Mortgage Lender for a Program except as and to the extent approved in writing by DCHFA;
- (f) The execution and delivery of this Program Agreement by Mortgage Lender and compliance with the terms hereof by it does not: (i) violate the instruments creating Mortgage Lender or governing its operations or any laws to which the Mortgage Lender is subject; (ii) constitute a material default (or

an event which, with notice or lapse of time, or both, would constitute a material default) under any agreement to which Mortgage Lender is a party or which may be applicable to Mortgage Lender or any of its assets; or (iii) require the consent or approval of any governmental authority not heretofore obtained;

- (g) Mortgage Lender will, during the term of this Program Agreement, remain subject to supervision and examination by District 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, the state of its organization and of the District and will not dissolve or otherwise dispose of all or substantially all of its assets;
- (h) Mortgage Lender shall not, without the giving of prior written notice to DCHFA, consolidate with or merge into another entity, or permit one or more entities to consolidate with or merge into, or sell or otherwise transfer to another such entity all or substantially all of its assets as an entity and thereafter dissolve; provided, however, the surviving, resulting or transfer entity, as the case may be, shall be subject to the supervision and examination of the District or federal authorities, as may be applicable, and shall assume in writing all of the obligations, representations and warranties of Mortgage Lender hereunder (in the case of a sale of all or substantially all of Mortgage Lender's assets, DCHFA shall release Mortgage Lender in writing, concurrently with and contingent upon such assumption, from, all liability hereunder);
- (i) This Program Agreement, and all documents and instruments contemplated hereby, which are executed and delivered by the Mortgage Lender, will constitute valid, legal and binding obligations of the Mortgage Lender, enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by applicable debtor relief laws.
- (j) The Mortgage Lender shall satisfy all requirements contained in the Program Documents for any Program it participates in.

Section 3.2 Satisfaction of Requirements of Program Documents. Mortgage Lender acknowledges that each Program may contain varied requirements with respect to qualifications of a Mortgage Lender and that the Program Documents in connection with such Program will contain representations of Mortgage Lender with respect to its qualifications for participation in such Program. Any representations by Mortgage Lender with respect to such qualifications are incorporated herein by reference and made a part hereof.

ARTICLE 4- PARTICIPATION IN PROGRAM/PROGRAM SUPPLEMENTS

Section 4.1 Notification of Program. DCHFA agrees to deliver to the Mortgage Lender, or make available through electronic means, a Program notification of the availability of funds under a Program (the "Notice)". The Notice shall include a copy of the Program Supplement or a reference to a site where the Program Supplement and Program Origination Manual are available. In order to participate in a Program, Mortgage Lender must execute and return to DCHFA the Program Supplement. If the Mortgage Lender has already executed a Program Supplement for a particular Program it does not need to execute the Program Supplement again unless it has been supplemented or amended. If the Program Supplement has been supplemented or amended, a statement to that effect will be included in the notice of DCHFA.

Execution and delivery of this Program Agreement does not guaranty qualification for participation by Mortgage Lender in any particular Program. DCHFA will notify, or cause the Servicer to notify, the Mortgage Lender if (i) it is not qualified for participation in a new Program for which such Mortgage Lender has submitted an executed Program Supplement or (ii) it is no longer qualified to participate in an existing Program for which it has previously submitted an executed Program Supplement.

Notwithstanding anything contained in this Section 4.1, failure by DCHFA to provide notice of availability of an existing Program or a new Program shall not be a default hereunder or result in any liability of DCHFA to any Mortgage Lender.

Section 4.2 Participation in a Program. Each Mortgage Lender may participate in any Program for which it is qualified upon execution by such Mortgage Lender of the acceptance of the terms of the Program set forth in the Program Supplement and after satisfaction of the requirements of the Program Documents. Participation in Programs shall be voluntary by Mortgage Lender. However, if Mortgage Lender decides to participate, all terms of the Program, including, without limitation, termination of participation shall be governed by the Program Documents.

Section 4.3 Program Supplement. Mortgage Lender may participate in one or more Programs each pursuant to a separate Program Supplement delivered pursuant to Section 4.1 above. Each Program Supplement will apply only to the Program specified therein. The terms of one Program Supplement shall not apply to any other Program, unless expressly stated therein. DCHFA may add additional requirements or additional Program Documents to any Program by sending notice of the same to any participating Mortgage Lender, together with a revised Program Supplement.

Section 4.4 Enforcement of Program Documents. DCHFA will be a third party beneficiary to all Program Documents entered into in connection with a Program and may enforce any provision thereof and compel performance by the Mortgage Lender thereunder.

Section 4.5 Program Servicing. DCHFA may enter into servicing agreements with a Servicer or may act as Servicer itself for all or any portion of a Program.

Section 4.6 Performance Review. DCHFA may annually review the performance of the Mortgage Lender as reflected by the reports and recommendations of the Servicer and such other evidence as may be presented to DCHFA, to determine (i) if Mortgage Lender is performing in accordance with the standards required by the Program Documents and (ii) if Mortgage Lender continues to satisfy the participation requirements set forth in Article 2 hereof. In addition to the annual review, DCHFA shall have the right to review the performance of any Mortgage Lender at any time.

ARTICLE 5 - TERMINATION

Section 5.1 No Assignment of Mortgage Lender Obligations. No Mortgage Lender shall have the right to assign and transfer its obligations hereunder except as permitted by DCHFA as evidenced by its written consent thereto.

Section 5.2 Termination of Program Agreement by DCHFA. DCHFA may terminate this Program Agreement with respect to any Mortgage Lender upon the happening of any one or more of the following events:

- (a) any representation or warranty of a Mortgage Lender to DCHFA or the Servicer shall be or prove to be false in any material respect;
- (b) failure of a Mortgage Lender to observe or perform any reasonable request of DCHFA or any other covenant, condition or agreement in this Program Agreement or the Program Documents to be observed or performed by such Mortgage Lender;
- (c) a decree or order of a court, agency or supervisory authority having jurisdiction of the premises appointing a conservator, receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceeding affecting a Mortgage Lender or substantially all its properties, or for the winding-up or liquidation of its affairs, if such decree or order shall have remained in force, undischarged or unstayed for a period of sixty (60) days;
- (d) consent by a Mortgage Lender to the appointment of a conservator, receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceeding affecting Mortgage Lender or substantially all its properties;

- (e) admission in writing by a Mortgage Lender of its inability to pay debts generally as they mature, or the filing of a petition to take advantage of any applicable bankruptcy or insolvency, or the making of an assignment for the benefit of creditors;
- (f) Servicer or Mortgage Lender terminate the Servicer Participating Lender Agreement;
- (g) failure of Mortgage Lender to satisfy minimum performance standards pursuant to a performance review conducted by DCHFA in accordance with Section 4.6 hereof; or
- (h) any event of default by Mortgage Lender occurs under any Program Document.

DCHFA shall provide notice of termination effective on the date stated in such notice by mail to the Mortgage Lender's Notice Address.

Section 5.3 Mortgage Lender's Excused Nonperformance. Notwithstanding anything in this Program Agreement to the contrary, there shall be no termination of, and no liability under, this Program Agreement with respect to the Mortgage Lender for its failure to duly observe or perform any covenant, condition or agreement to be observed or performed by it, if such failure is directly caused by the failure of the Servicer or DCHFA to duly observe or perform in any material respect any covenant, condition or agreement to be observed or performed by either of them.

Section 5.4 No Liability for Removal of Mortgage Lender. Notwithstanding any provision in this Program Agreement to the contrary, DCHFA shall not be liable in any respect for the termination of a Mortgage Lender for cause, or owe any duty to any such Mortgage Lender if terminated for cause.

Section 5.5 No Remedy Exclusive/Delay Not a Waiver. Unless otherwise expressly provided, no remedy herein conferred upon or reserved to any party 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 Program Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing under this Program Agreement shall impair any such right or power, or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 5.6 Term of Program Agreement. The Mortgage Lender's obligations under this Program Agreement shall continue in full force and effect until all Programs under which the Mortgage Lender is participating have terminated and the DCHFA has notified the Mortgage Lender that this Program Agreement has terminated. Absent such notification, this Program Agreement shall remain in full force and effect and may be applicable to the participation by Mortgage Lender in future Programs.

ARTICLE 6- INDEMNIFICATION

The Mortgage Lender hereby indemnifies and holds harmless DCHFA, and its officers, directors and employees and agents against any liability for all claims, causes of action, reasonable costs and expenses (including attorney's fees), judgments, fines and penalties which may be related to or arise out of any violation of Law or breach of this Program Agreement by the Mortgage Lender or any of the Mortgage Lender's obligations under any of the Program Documents resulting from an act or omission of the Mortgage Lender hereunder.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

Section 7.1 Amendments, Changes and Modifications. This Program Agreement may not be amended, changed, modified, waived or altered except with the written consent of DCHFA by an instrument in writing which specifically refers to this Program Agreement and which is executed by all parties affected by such amendment, change, modification or alteration. Notwithstanding anything to the foregoing, DCHFA may unilaterally add additional qualification requirements or enhance existing requirements for any Program as stated in a Program Supplement.

Section 7.2 Governing Law and Consent to Jurisdiction of District Courts. THIS PROGRAM AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE DISTRICT OF COLUMBIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS. IN ANY ACTION OR PROCEEDING ARISING OUT OF, OR AS A RESULT OF, THIS PROGRAM AGREEMENT, OR THE ALLEGED OR ANTICIPATED BREACH OF ANY OF THE PROVISIONS, REPRESENTATIONS, OR WARRANTIES CONTAINED IN THIS PROGRAM AGREEMENT, IN ANY PROGRAM DOCUMENTS, THE PARTIES SUBMIT TO THE JURISDICTION OF THE DISTRICT.

Section 7.3 Notices. All notices, certificates or other communications hereunder shall be deemed given when delivered, or five (5) days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address. DCHFA or the Mortgage Lender may, by notice given hereunder, designate any further or different address to which subsequent notices, certificates and other communications shall be sent.

Section 7.4 Severability. If any provision of this Program 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 7.5 Further Assurances and Corrective Instruments. To the extent permitted by law, DCHFA and each Mortgage Lender agree that each will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required or appropriate to further express the intention, or to facilitate the performance of this Program Agreement.

Section 7.6 No Rights Conferred on Others. Nothing in this Program Agreement shall confer any right upon any person other than DCHFA and the Mortgage Lender, their successors or assigns.

Section 7.7 No Personal Recourse. No director, officer, employee or agent of any party to this Program Agreement shall be individually liable to any other party for the taking of any action or for refraining to take any action in good faith pursuant to this Program Agreement, or for errors in judgment.

Section 7.8 Survival of Obligations and Covenants. Notwithstanding anything to the contrary herein, the expiration of this Program Agreement or the termination or resignation of any Mortgage Lender under this Program Agreement shall not affect any obligations of such Mortgage Lender under this Program Agreement or any Program Document arising prior to the date of expiration, termination or resignation.

Section 7.9 Counterparts. This Program Agreement may be executed in any number of counterparts, each of which shall be an original.

Section 7.10 Headings. The headings of the various sections of this Program Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Program Agreement.

Section 7.11 No Fiduciary Relationship. Notwithstanding any other provision of this Program Agreement, under no circumstances shall this Program Agreement or the relationship between DCHFA and Mortgage Lender created thereby be construed as creating a fiduciary relationship between DCHFA and Mortgage Lender or as granting to or creating in Mortgage Lender any legal or equitable interest, right or title in or to any funds or accounts created in connection with a Program.

(The remainder of this page is intentionally left blank.)

[Signature page to Program Agreement]

IN WITNESS WHEREOF, the parties have caused this Program Agreement to be duly executed and delivered as of the Effective Date.

**DISTRICT OF COLUMBIA HOUSING FINANCE
AGENCY**

BY: _____

Name: Todd A. Lee

Title: Executive Director/CEO

[Counterpart Signature Page for Mortgage Lender Program
Agreement]

_____:

BY: _____

Name: _____

Title: _____

Notice Address:

Phone: _____

Email: _____

Attention: _____

EXHIBIT A

PROGRAM SUPPLEMENT 2013 – 01 (FHA)

A. Description of Product:

- Product Type: Federal Housing Administration (“FHA”)
- Funding: Unlimited
- Product LTV: 96.50%
- Borrower Origination Fee/Points: None
- Down Payment Assistance: None
- Lender Compensation: 2.00% Service Release Premium
- DCHFA Requirements: Maximum borrower income is determined annually. Please refer to current Lender Manual. Property must be located in the District of Columbia
- Additional Requirements: Subject to all FHA and U.S. Bank, N.A. underwriting requirements

B. Servicer: U.S. Bank, N.A.

PROGRAM SUPPLEMENT 2013 – 02 (FHA PLUS)

A. Description of Product

- Product Type: Federal Housing Administration (“FHA”)
- Funding: Unlimited
- Product LTV: 96.50%
- Borrower Origination Fee/Points: None
- Down Payment Assistance: 3.50% non-amortizing, zero percent interest subordinate loan due upon sale, refinance or upon the borrower no longer occupying the property as a primary residence
- Lender Compensation: 2.00% Service Release Premium
- DCHFA Requirements: Maximum borrower income is determined annually. Please refer to current Lender Manual. Property must be located in the District of Columbia
- Additional Requirements: Subject to all FHA and U.S. Bank, N.A. underwriting requirements

B. Servicer: U.S. Bank, N.A.

PROGRAM SUPPLEMENT 2013 – 03 (HFA Preferred – Conventional with DPA)

A. Description of Product:

- Product Type: Fannie Mae Conventional
- Funding: Unlimited
- Product LTV: 97%
- Borrower Origination Fee/Points: None
- Down Payment Assistance: 3.00% non-amortizing, zero percent interest subordinate loan due upon sale, refinance or upon the borrower no longer occupying the property as a primary residence
- Lender Compensation: 2.00% Service Release Premium
- DCHFA Requirements: Maximum borrower income is determined annually. Please refer to current Lender Manual. Property must be located in the District of Columbia
- Additional Requirements: Homebuyer education required and subject to all Fannie Mae and U.S. Bank, N.A. underwriting requirements

B. Servicer: U.S. Bank, N.A.

PROGRAM SUPPLEMENT 2013 – 04 (HFA Preferred – Conventional without DPA)

A. Description of Product:

- Product Type: Fannie Mae Conventional
- Funding: Unlimited
- Product LTV: 97%
- Borrower Origination Fee/Points: None
- Down Payment Assistance: None
- Lender Compensation: 2.00% Service Release Premium
- DCHFA Requirements: Maximum borrower income is determined annually. Please refer to current Lender Manual. Property must be located in the District of Columbia
- Additional Requirements: Subject to all Fannie Mae and U.S. Bank, N.A. underwriting requirements

B. Servicer: U.S. Bank, N.A.

PROGRAM SUPPLEMENT 2016 – 05 (HFA Advantage – Conventional with DPA)

A. Description of Product:

- Product Type: Freddie Mac Conventional
- Funding: Unlimited
- Product LTV: 97%
- Borrower Origination Fee/Points: None
- Down Payment Assistance: 3.00% non-amortizing, zero percent interest subordinate loan due upon sale, refinance or upon the borrower no longer occupying the property as a primary residence
- Lender Compensation: 2.00% Service Release Premium
- DCHFA Requirements: Maximum borrower income is determined annually. Please refer to current Lender Manual. Property must be located in the District of Columbia
- Additional Requirements: Homebuyer education required and subject to all Fannie Mae and U.S. Bank, N.A. underwriting requirements

B. Servicer: U.S. Bank, N.A.

PROGRAM SUPPLEMENT 2016 – 06 (HFA Advantage – Conventional without DPA)

A. Description of Product:

- Product Type: Freddie Mac Conventional
- Funding: Unlimited
- Product LTV: 97%
- Borrower Origination Fee/Points: None
- Down Payment Assistance: None
- Lender Compensation: 2.00% Service Release Premium
- DCHFAs Requirements: Maximum borrower income is determined annually. Please refer to current Lender Manual. Property must be located in the District of Columbia
- Additional Requirements: Subject to all Fannie Mae and U.S. Bank, N.A. underwriting requirements

B. Servicer: U.S. Bank, N.A.

PROGRAM SUPPLEMENT 2016 – 07 (Mortgage Credit Certificates)

A. Description of Product:

- Product Type: Mortgage Credit Certificate (“MCC”)
- Credit Amount: 20%
- Applicant’s Annual Limit for Credit: No Annual Limit (20% of Interest Paid)
- Funding is Limited: \$15,000,000
- Loan Products Permitted: 30-Year Fixed-Rate or FHA ARM
- DCHFA Requirements: Maximum borrower income, Targeted Areas, and Acquisition Costs are determined annually. Please refer to current MCC Program Guide. Property must be located in the District of Columbia
- Additional Requirements: Lenders will be notified if available funding is exhausted and no additional reservations may be made
- Lender Compensation: In addition to their normal and customary Origination Charges, Lenders may charge an additional MCC Processing Fee – refer to the most recent MCC Program Guide for DCHFA’s allowable Fees
- Costs: Refer to the most recent MCC Program Guide for DCHFA’s required MCC Fees
- If Lender is not Originating Mortgage Loans under one of DCHFA’s mortgage loan products, then any reference to servicing within this Participation Agreement will not apply