

**PARTICIPATION AGREEMENT**

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**Dakota County Community Development Agency**

**Give Yourself Credit! Program**

**December 2012**

**DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY  
PARTICIPATION AGREEMENT**

This Participation Agreement (“**Agreement**”) is entered into as of this 1<sup>st</sup> day of December, 2012, by and between the lender identified on the signature page of this Agreement (“**Participant**”) and the **DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY** (“**Agency**”) in connection with the Agency’s Give Yourself Credit! Program for 2012 (the “**Program**”). The agreements of the parties set forth herein with respect to Mortgage Loans (as defined below) are also made to and for the benefit of the Servicer (as defined below).

1. GENERAL PROVISIONS

a. Capitalized Terms.

The following terms used herein shall be defined as follows:

“Administrator’s Guidelines” means the Administrator’s Guidelines prepared by the Program Administrator with respect to the Program, as the same may be modified from time to time, which, together with all guidance provided with respect to the Program by Program Administrator on its website, is incorporated herein by reference.

“Code” means the Internal Revenue Code of 1986, as amended.

“Down Payment Assistance Loans” means a second mortgage loan underwritten and processed by a Participant in connection with a Mortgage Loan, which complies with the Agency’s Down Payment Assistance Loan Guidelines, which will be funded by the Agency at closing.

“Down Payment Assistance Loan Guidelines” means guidelines for the Agency’s Down Payment Assistance Loans incorporated in the Administrator’s Guidelines.

“Lender Guide” means the program manual or other 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.

“MCC” means a mortgage credit certificate to be issued by the Agency with respect to a Mortgage Loan or another loan made by Participant, pursuant to Section 25 of the Code and the requirements of the Administrator’s Guidelines.

“Mortgage Loan” means a first mortgage loan originated by a Participant pursuant to the requirements of this Agreement, including all documents incorporated by reference, to be sold to the Servicer pursuant to Section 2.a.i hereof, the Administrator’s Guidelines and the Participating Lender Agreement.

“Participating Lender Agreement” means the agreement by that name by and between the Participant and the Servicer relating to the Agency’s Program, as the same may be amended from time to time, which is incorporated herein by reference.

“Program Administration Agreement” means the Program Administration Agreement, dated as of December 1, 2012, between the Agency and the Program Administrator, as the same may be amended from time to time.

“Program Administrator” means Housing and Development Services, Inc. d/b/a eHousingPlus, acting as program administrator pursuant to a Program Administration Agreement, and its permitted successors and assigns.

“Servicer” means U.S. Bank National Association, d/b/a U.S. Bank Home Mortgage and its permitted successors and assigns, under the Servicing Agreement of substantially even date herewith between the Agency and the Servicer.

“Servicing Agreement” means the Servicing Agreement, dated as of December 1, 2012, between the Agency and the Servicer, as the same may be amended from time to time, which is incorporated herein by reference.

“State” means the State of Minnesota.

Capitalized terms used but not defined herein shall have the meaning set forth in the Administrator’s Guidelines.

b. Participant Information Form.

The Participant must fully complete and submit to the Agency *Attachment A* hereto.

c. Incorporation by Reference.

The Participating Lender Agreement, the Lender Guide, Servicing Agreement and the Administrator’s Guidelines are all incorporated herein by reference and made a part of this Agreement. References herein to this “Agreement” include all documents, provisions and terms incorporated herein by reference.

## 2. PARTICIPATION

a. Participant agrees to participate in the Program in one or more of the following ways:

i. *Origination and Sale of Mortgage Loans.* Participant agrees to originate Mortgage Loans on the terms and conditions set forth in this Agreement and sell the same to Servicer subject to the terms and conditions of this Agreement.

ii. *Mortgage Credit Certificates.* Participant agrees to act as the agent of the Agency for the purpose of processing and reviewing applications for MCCs, either for Mortgage Loans to be originated by Participant and sold to the Servicer as provided in (a) above, or in connection with other first mortgage loans originated by Participant.

iii. *Down Payment Assistance Loans.* In connection with Mortgage Loans only, Participant agrees to underwrite and process Down Payment Assistance Loans, and to

provide notice, as required in the Down Payment Assistance Loan Guidelines, to the Agency of amounts required from time to time to close and fund such Down Payment Assistance Loans.

### 3. COMPLIANCE

In connection with the origination and sale of Mortgage Loans and Down Payment Assistance Loans and the processing and issuance of MCCs, Participant hereby agrees to comply with all requirements of this Agreement and any policies and procedures contained in program announcements, bulletins or other similar communications posted on the Program Administrator's website, as may be modified or amended from time to time as further set forth in Section 4.p of this Agreement and in the Participating Lender Agreement.

### 4. GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF PARTICIPANT

Participant hereby makes the following covenants, warranties and representations upon which Servicer and Agency may rely:

#### a. Good Standing.

Participant is and will continue to be duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization or the United State of America and is and will continue to be duly qualified to do business in the State throughout the term of this Agreement. Participant warrants that it has and will continue to maintain all licenses, registrations and certifications required by law to carry out its business endeavors as a mortgage lender. Participants must maintain financial statements prepared in accordance with Generally Accepted Accounting Practices applied on a consistent basis and audited annually by an independent Certified Accountant or other individual acceptable to Agency.

#### b. Authority to Execute Agreement.

Participant has and will maintain full power and authority to execute and deliver the documents contemplated by this Agreement and to perform in accordance with the terms thereof each and every obligation and or requirement imposed on Participant by such documents, the Program or this Agreement. The execution, delivery and performance of this Agreement by Participant and the consummation of the transactions contemplated hereby have been duly and validly authorized. This Agreement is a legal, valid, binding and enforceable obligation of Participant, and Participant has taken all requisite action to make this Agreement valid, and binding and enforceable against Participant in accordance with its terms. Participant is currently authorized to make mortgage loans in the State and has originated mortgage loans for single family residences in the State for the previous one year period.

c. No Defense.

Participant has the ability to perform each and every obligation and/or requirement imposed on Participant pursuant to this Agreement, and no offset, counterclaim, or defense exists to the full performance by Participant of the requirements of this Agreement.

d. Validity of Information Submitted.

Neither Participant's Information Forms attached hereto as *Attachment A*, nor any statement, report or other document furnished or to be furnished by Participant pursuant to this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading. If and when requested, Participant shall make available to the Agency all financial statements required in Section 4.a. Participant will promptly notify Agency and Servicer in writing of any changes in ownership, financial status, location or any other matter pertinent to Participant's business, including, without limitation, any investigation or adverse finding or action taken by GNMA, HUD, VA or any other regulatory agency.

e. No Pending Litigation.

There is no pending or, to the best of Participant's knowledge, threatened litigation which may affect the execution, delivery or enforceability of this Agreement; Participant's ability to perform its obligation under this Agreement; or the Participant's title or interest in and to any Mortgage Loan or the real property providing collateral for any Mortgage Loan.

f. Compliance with Applicable Law.

Participant agrees that during the term of this Agreement it will remain subject to supervision and examination by State or federal authorities, as may be applicable; that it will remain in good standing under the laws of the state of its incorporation or organization or the United States of America and qualified to do business under the laws of the United States of America, the state of its organization and/or of the State; will not dissolve or otherwise dispose of all or substantially all of its assets and will not voluntarily consolidate with or merge into any other entity or permit one or more other entities to consolidate with or merge into it; provided that Participant may, without violating the agreement contained in this subsection, consolidate with or merge into another entity, or permit one 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; provided the surviving, resulting or transferee entity, as the case may be, shall be subject to the supervision and examination of the state or federal authorities, as may be applicable, and shall assume in writing all of the obligations of Participant under this Agreement and shall enter into a Participating Lender Agreement with the Servicer relating to the Program (in the case of a sale of all or substantially all of Participant's assets, Agency shall release Participant in writing, concurrently with and contingent upon such assumption, from all liability hereunder). Notwithstanding the above, Participant and any successor to Participant shall at all times during the term of this Agreement maintain an office in the State from which all duties and responsibilities of Participant hereunder shall be conducted.

g. No Conflict.

Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement conflict with or result in any breach, default or violation of any of the terms, conditions or provisions of any applicable law, regulation, agreement or instrument to which Participant is now a party or by which it is bound.

h. Reserved.

i. FHA and/or VA Approved.

Participant is an FHA-approved direct endorsement mortgagee in good standing and/or a VA automatic approved lender.

j. Participating Lender Agreement.

Participant has entered into a Participating Lender Agreement with the Servicer with respect to the Program.

k. Reserved.

l. Mortgage Loan Compliance.

Participant and any of its principals will comply, with respect to each Mortgage Loan, as determined as of the date of each purchase by the Servicer, with all applicable requirements of (i) HUD, the VA, and any other applicable regulatory agency; (ii) the requirements of this Agreement and (iii) information posted on the Program Administrator's website regarding interest rates and terms available for Program Mortgages.

m. Timely Payments.

Participant will pay and will remit to the Servicer all payments of principal and/or interest on each Mortgage Loan received by it which are owing to Servicer in a timely manner.

n. Certain I.R.S. Information.

Participant shall provide the Agency with any information requested by the Agency or its designated representative in connection with I.R.S. reporting and shall file any IRS forms required to be filed by it in connection with the issuance by the Agency of mortgage credit certificates.

o. Access to Certain Documentation and Certain Information Regarding the Mortgage Loans.

Participant shall provide Agency and Servicer, including the examiners and supervisory agents of each, access to the documentation regarding the Mortgage Loans requested by either of them,

such access being afforded without charge but only upon reasonable request and during normal business hours at the offices of Participant designated by it.

p. Updated Administrator's Guidelines.

Participant hereby acknowledges that Agency may, at any time, revise the Administrator's Guidelines. Although Agency will endeavor to notify Participant of any revisions to the Administrator's Guidelines and all of the items included in that defined term and post those revisions to the eHousingPlus website, Participant acknowledges its responsibility to comply with the Administrator's Guidelines at all times and further acknowledges that revisions to the Administrator's Guidelines shall be effective according to the effective date of any revisions posted on the eHousingPlus website.

q. Notifications.

Participant shall promptly notify Servicer and the Agency of any state or federal investigation or inquiry that may reasonably lead to a suspension or termination of powers or any suspension or termination of powers to do business as contemplated by this Agreement, or any substantial changes in personnel of Participant's loan originating staff or administration. Except that, the Participant shall not be required to notify the Servicer and the Agency of such investigation or inquiry, if a court of competent jurisdiction issues an order which specifically prohibits the Participant from providing such notice to the Servicer and the Agency.

r. Mortgage File.

Participant acknowledges that the submission by Participant of complete Mortgage Files to Servicer and compliance with all requirements of this Agreement is a condition precedent the Servicer's purchase the related Mortgage Loans.

5. REPURCHASE OF LOANS AND REFUND OF SERVICE RELEASE PREMIUM

a. Repurchase of Loans Generally.

Except as provided below, any Mortgage Loan purchased by Servicer for which documents are subsequently found to be defective must be repurchased by Participant originating such Mortgage Loan unless the defect is corrected within thirty (30) days after written notice of such defect.

i. Non-Qualifying Mortgage Loans-Compliance with Administrator's Guidelines

Any Mortgage Loan purchased by Servicer which is subsequently found to be a Non-Qualifying Mortgage Loan due to noncompliance with the Administrator's Guidelines must be repurchased by Participant if the defect causing the same is not or cannot be corrected within thirty (30) days of receipt of notice of the defect from Servicer. Agency may suspend any Participant for failure to promptly repurchase any such defective or Non-Qualifying Mortgage Loan. The repurchase price shall be the price set forth in Section 5.c hereof.

ii. Non-Qualifying Mortgage Loans – Compliance with Guarantor Requirements.

Any Mortgage Loan purchased by Servicer for which documents are subsequently found to be defective due to a defect with the requirements of either FHA or VA must be repurchased by Participant originating such Mortgage Loan unless the defect is corrected or Participant obtains the applicable guarantor's consent to no longer consider the Mortgage Loan to be defective, as set forth in the Participating Lender Agreement. The Agency may suspend Participant for failure to promptly repurchase any such defective or Non-Qualifying Mortgage Loan. The repurchase price shall be the price set forth in Section 5.c hereof.

b. Repurchase of Loans Specifically.

Participant hereby agrees to repurchase any Mortgage Loan sold to Servicer at any time during the life of the Mortgage Loan, at a price set forth in Section 5. c hereof, upon the occurrence of any of the following events:

i. Participant's Breach of Covenant.

Participant breaches any covenant, warranty or representation set forth in this Agreement, except for Sections 4.c, 4.d, 4.e, or 4.g which will not require the Participant to repurchase any specific Mortgage Loan unless such breach of these listed covenants is material and has an adverse effect on the value of a Mortgage Loan, however, such breach may be reason to terminate this Agreement pursuant to Section 8.g of the Agreement.

ii. Violation of Regulation.

Agency or Servicer has evidence of any violations of any rule, regulation or requirement of FHA, VA, or GNMA with regard to a specific Mortgage Loan registered in the Program.

iii. Defective Mortgage Loan.

The Mortgage Loan is defective, which defect arises from the origination, closing or the assignment of the Mortgage Loan, including, but not limited to, any false statement, misstatement, or act of omission of material fact contained in the Mortgage Loan documentation resulting from Participant's negligence or failure to exercise due diligence as disclosed by actual inspection by Agency, Servicer, their respective representatives or otherwise disclosed.

iv. Conformance with Commitment Letter and Reservation.

The Mortgage Loan does not conform to the terms of its Commitment Letter, Mortgage Loan approval, this Agreement, the Administrator's Guidelines and information listed on the Program Administrator's Website regarding the terms of the Mortgage Loans.

v. Misrepresentation or Fraud.

Any representation or warranty made by Participant with respect to any Mortgage Loan that, on the basis of evidence and review by Agency or Servicer, is in whole or in part and with or



without knowledge of Participant, false at the time when made by Participant or becomes false upon the occurrence of subsequent events, or any material fraud, misrepresentation or act of omission with respect to the information submitted on a particular Mortgage Loan is determined to exist by Agency, Servicer or another investor. This includes, but is not limited to, Mortgagor or third party fraud or misrepresentation, and any misrepresentation of Mortgagor's income, funds on deposit, or employment, or of the intent to occupy the Mortgaged Property.

c. Repurchase Price.

In any of the events set forth in Section 5.a or Section 5.b, Agency or Servicer may at its option, require Participant to repurchase the Mortgage Loan at a purchase price equal to (i) the outstanding unpaid principal balance of the Mortgage Loan on the date of repurchase; plus (ii) any accrued but unpaid interest; plus (iii) an amount equal to the service release premium paid by Servicer with respect to the Mortgage Loan; plus (iv) any costs incurred by Agency or the Servicer, including attorney's fees, resulting from or relating to such purchase; and minus (v) the amount of the unearned portion of any prepaid interest on the Mortgage Loan. The rights granted to Agency and Servicer under this Article are in addition to any other rights or remedies granted to Agency and Servicer under this Agreement at law and in equity.

6. DOWN PAYMENT ASSISTANCE LOANS

a. Down Payment Assistance Loans.

Participant shall underwrite and process Down Payment Assistance Loans, complying with the Agency's Down Payment Assistance Loan Guidelines and shall provide notice of closing to the Agency pursuant to such Guidelines.

b. Repurchase of Down Payment Assistance Loans

In the event that Participant originates a Mortgage Loan that also has a Down Payment Assistance Loan, and the Mortgage Loan cannot be purchased by Servicer or is required to be repurchased as provided herein, the Participant shall repurchase the Down Payment Assistance Loan at a price equal to the outstanding principal amount thereof, as further provided in the Agency's Down Payment Assistance Loan Guidelines.

7. INDEMNIFICATION

a. Indemnification.

Participant agrees to defend, indemnify and hold Servicer and Agency harmless from and in respect to, or proximately resulting from, any claims, losses, expenses (including reasonable attorney's fees), costs, obligations and liabilities which result from:

i. Participant's failure to deliver any Mortgage Loan approved for purchase by Servicer and pursuant to this Agreement, including claims, losses, expenses, costs, obligations and liabilities Agency may incur if Agency repudiates, breaches or defaults under its commitments with third parties to deliver Mortgage Loans;

ii. Any untrue or incorrect representation, warranty or covenant of Participant contained herein;

iii. The repudiation, breach or default by Participant of any representation, warranty or covenant of this Agreement;

iv. Any inaccuracy or incompleteness in the Mortgage Loan Documents or any act or omission by the Participating Lender, its agent and employees, for failure to comply with applicable state, federal and local statutes or regulations in completing the Mortgage Loan Documents;

v. Any act or omission to act of Servicer that is a result of or based upon the Participant's committing an actual wrong or an error or omission in the preparation of any Mortgage Loan Documents for which it becomes liable to the Mortgagor or any third party and/or claim or cause of action that may be instituted against the Servicer or the Participant; or

vi. The fact that any Mortgage Loan is found defective which defect results from the origination of the Mortgage Loan, including but not limited to: (i) the fact that a private mortgage insurer withdraws or reduces the insurance, (ii) tax penalties applicable to property taxes that became delinquent before physical transfer of Mortgage Loan File, or (iii) violation of any state or federal law.

b. Employee Liability.

No past, present or future director, officer, employee, incorporator, member, partner, stockholder, affiliate, agency, attorney or representative of the Participant or any of their respective affiliates shall have any personal liability (whether in contract or tort) for any obligations or liabilities of the Participant arising under, in connection with or related to this Agreement or for any claim based on, in respect of, or by reason of the sale and purchase of the Mortgage Loans and the Participant's participation in the Agency's Program, including without limitation, any alleged non-disclosure or misrepresentation by any such persons.

8. MISCELLANEOUS PROVISIONS

a. Amendments, Changes and Modifications.

Any amendment to this Agreement shall apply to all Participants. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved and executed in the same manner as the original agreement.

b. Governing Law.

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

c. Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered by electronic transmission or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed to the appropriate Notice Address. Agency, Servicer or Participant may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

d. Severability.

In the event any provision of this 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.

e. Further Assurances and Corrective Instruments.

To the extent permitted by law, Participant agrees that it 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 for carrying out the intention of or facilitating the performance of this Agreement.

f. Term of Agreement.

This Agreement shall be in full force and effect from the latest date both parties have executed this Agreement and shall continue in effect until **December 31, 2015**, unless the term of this Agreement is changed or the Agreement is terminated in accordance with the provisions of the Agreement.

The Agency reserves the right to terminate the Program at any time, at its sole option, upon ten (10) day's written notice to the Participants with respect to any Mortgage Loans, MCCs and Down Payment Assistance Loans which have not yet been reserved. In the event the Agency terminates the Program, this Agreement shall automatically terminate, provided that Participant's obligations to close and deliver Mortgage Loans and Down Payment Assistance Loans and to process MCC's which have been reserved, to repurchase Mortgage Loans and Down Payment Assistance Loans and to indemnify Agency in connection with Mortgage Loans previously originated by it and sold to Servicer shall survive termination of this Agreement.

g. Termination of Agreement.

In the event Participant fails to perform satisfactorily any requirements of this Agreement or fails to use reasonable diligence in its performance of this Agreement, the Agency may terminate this Agreement after providing Participant with written notice (the "Termination Notice"). The Termination Notice shall provide Participant with a thirty (30) day period to cure any and all defaults under this Agreement as set forth in the Notice. During the thirty day cure period, Participant shall continue its operations and achieve compliance as set forth in the Notice.

In the event that Participant is not able to cure the defaults as set forth in the Notice, the Agreement shall be terminated. If any further action is required of Participant to close out this relationship, those items shall be set forth in detail in the letter terminating this Agreement.

Participant may terminate this Agreement upon thirty (30) days written notice to Agency, provided that Participant's obligations to deliver Mortgage Loans which have been reserved, to repurchase Mortgage Loans and Down Payment Assistance Loans and to indemnify Agency in connection with Mortgage Loans previously originated by it and sold to Servicer shall survive termination of this Agreement.

h. Beneficiary.

Participant and Agency acknowledge that a primary purpose for requiring compliance by Participant with this Agreement is to originate Mortgage Loans for sale to Servicer and that Servicer, who is declared to be third party beneficiary of this Agreement, shall be entitled for any breach of the provisions hereof to all remedies against Participant, both at law and in equity, in the event of any default by Participant hereunder.

i. No Rights Conferred on Others.

Nothing in this Agreement shall confer any right upon any person other than Agency, Servicer and Participant. Participant hereby agrees that notwithstanding any other provisions of this Agreement, under no circumstances shall this Agreement or the relationship among Agency, Servicer and Participant created thereby be construed as creating a fiduciary relationship between Agency and Participant or as granting to, or creating in, Participant any legal or equitable interests right or title in, or to any funds or accounts maintained by the Agency in connection with the Program.

j. Applications-No Discrimination.

Participant agrees that all applications it submits for Servicer's purchase of Mortgage Loans will be considered on a first-come first-served basis without regard to the race, color, ancestry, national origin, religion, gender, family status or physical handicap of the eligible borrower.

k. Survival of Provisions.

All of the covenants, agreements, representations and warranties made hereby by the parties shall survive and continue in effect after the termination of this Agreement or the consummation of the transactions contemplated thereby. This Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument.

l. Entire Agreement.

This Agreement contains the entire agreement of the parties respecting the sale and purchase of the Mortgage Loans and Downpayment Assistance Loans and the processing and issuance of MCCs and the Participant's participation in the Agency's Program and supersedes all prior agreement among the parties respecting the Participant's participation in the Agency's Program. The Parties hereto have voluntarily agreed to define their rights, liabilities and obligations

respecting with sale and purchase of the Mortgage Loans and Down Payment Assistance Loans exclusively in contract pursuant to the express terms and provisions of this Agreement and the parties hereto expressly disclaim that they are owed any duties or are entitled to any remedies not expressly set forth in this Agreement.

IN WITNESS WHEREOF, this Mortgage Origination and Sale Agreement has been executed as of the date set forth above.

**PARTICIPANT:**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**AGENCY:**

DAKOTA COUNTY COMMUNITY  
DEVELOPMENT AGENCY

By: \_\_\_\_\_

Mark S. Ulfers  
Executive Director

**ATTACHMENT A  
DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY  
PARTICIPANT INFORMATION FORM**

DATE \_\_\_\_\_ TAX ID NO. \_\_\_\_\_

HUD ID NO. \_\_\_\_\_

COMPANY INFORMATION:

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

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PRIMARY CONTACT INFORMATION: (NAME—PHONE--E-MAIL ADDRESS)

\_\_\_\_\_  
ADMINISTRATIVE (MAIN CONTACT)

\_\_\_\_\_  
LOAN SHIPPING CONTACT

\_\_\_\_\_  
LOAN CLOSING CONTACT

COMPANY FAX NUMBER \_\_\_\_\_

COMPANY E-MAIL ADDRESS \_\_\_\_\_

PLEASE INDICATE WIRING INSTRUCTIONS FOR SERVICER TO PURCHASE LOANS  
AND TRANSFER FUNDS TO:

BANK OR COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

CONTACT \_\_\_\_\_ ACCT. NO. \_\_\_\_\_

ABA NO. \_\_\_\_\_

YOUR COMPANY NAME \_\_\_\_\_

OTHER SPECIFIC INSTRUCTIONS/COMMENTS:

\_\_\_\_\_  
ENCLOSED INFORMATION PROVIDED/AUTHORIZED BY:

\_\_\_\_\_  
(SIGNATURE) (PRINTED OR TYPED NAME)

**PARTICIPATING OFFICES ON NEXT SHEET**

***Participant Name:*** \_\_\_\_\_

Location of Origination  
Office(s) (including Street  
Address, Mailing Address)

Origination Office  
Contact Person

Telephone Number and E-  
Mail Address  
of Contact Person

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.