

**LOCAL GOVERNMENT HOMEBUYER ASSISTANCE PROGRAM  
PROGRAM LENDER AGREEMENT**

Dated as of \_\_\_\_\_, 2023

THIS PROGRAM LENDER AGREEMENT (this “*Agreement*”), dated as of the \_\_\_\_ of \_\_\_\_\_, 2023, is entered into by and between High Performance Government Network, dba The Housing Resource Hub (Hub), and Stifel Nicolaus & Company (the “*Administrator*”) on behalf of governments and instrumentalities of government (the “*Governments*”) and the lending institution executing this Agreement (the “*Lender Agreement*”) in connection with the Local Government Homebuyer Assistance Initiative (the “*Initiative*”) offered through Lakeview Loan Servicing, LLC (the “*Servicer*”).

WHEREAS, the Governments expect to make funds available to qualified borrowers (“*Borrowers*”), but solely from funds available under the Initiative, in connection with certain qualified FHA-insured or VA-guaranteed or USDA guaranteed mortgage loans (the “*Government Mortgage Loans*”), Fannie Mae HFA Preferred and Freddie Mac HFA Advantage mortgage loans (the “*Conventional Mortgage Loans*,” and with the Government Mortgage Loans, collectively the “*Qualified Mortgage Loans*”) together with subordinate lien loans (“*Second Loans*”), for the purchase of homes within the Eligible Jurisdictions, as applicable; and

WHEREAS, Lender wishes to participate in the individual Homebuyer Assistance programs sponsored by each Government (the “*Programs*”) and has agreed to make Qualified Mortgage Loans to Borrowers pursuant to the applicable Program Guidelines associated with each Program, as may be amended from time to time (“*Program Guidelines*”).

NOW, THEREFORE, in consideration of the promises set forth herein, the sufficiency of which is hereby confirmed, the parties mutually agree as follows:

*Section 1. Master Servicer.* All Lenders must be approved by and in good standing with the Servicer, which has been approved by the authorizing Governments as the sole purchaser of such Qualified Mortgage Loans from Lenders. Lenders will also be required to execute a Loan Correspondent Purchase and Sale Agreement and other agreements with such Servicer, as well as follow other Servicer guidelines as they may be updated or amended from time to time by the Servicer (collectively with the guidelines, the “*Servicer Agreements*”), regarding the origination, funding, delivery and purchase terms and conditions specifically for Qualified Mortgage Loans under each Program. Lender hereby covenants and agrees to originate Qualified Mortgage Loans in accordance with the Servicer Agreements and the Program Guidelines and to deliver such Qualified Mortgage Loans to the Servicer for purchase. Purchases by the Servicer of the Qualified Mortgage Loans thus originated, the reimbursement of the Program Assistance advanced by such Lender on behalf of the Governments and the compensation due to the Lender as specified in the Program Guidelines, will be made following receipt and review of closing documents, including evidence of compliance with the Program Guidelines, HFA guidelines, applicable Mortgage Loan underwriting requirements, Freddie Mac requirements, and federal and state regulations.

*Section 2. Covenant to Originate Mortgage Loans.* The Lender hereby acknowledges its receipt and acceptance of the individual Program Guidelines established in connection with each Program, and the Lender hereby covenants and agrees to originate Qualified Mortgage Loans as indicated (checked) below in accordance with the attached applicable Program Guidelines as they may be updated or amended from time to time by the Governments with notice to the Lender. Lenders shall be promptly notified of any and all updates or amendments, and the final and updated Program Guidelines and related Program documents shall be posted to the Housing Resource Hub’s web site [www.yourhousingresource.org](http://www.yourhousingresource.org). It shall be the responsibility of each Lender to ensure that Qualified Mortgage Loans are originated and documented in accordance with these final and updated Program Guidelines. Program Guidelines, including but not limited to all representations, warranties and covenants made by the Lender therein, are incorporated by reference into this Agreement to the same extent as if set forth herein, and Lender agrees to be bound thereby for the benefit and protection of the other parties, and their successors and assigns.

**Please check:**

Cook County Homebuyer Assistance Program	
Lender would welcome information of other local governments as they are approved	

Lender specifically represents and warrants to the Governments: (a) all representations, warranties, covenants and indemnities that Lender may make at any time to a Servicer are automatically repeated with respect to each Qualified Mortgage Loan originated by Lender under this Program; (b) with respect to the origination of such Qualified Mortgage Loans, Lender agrees to indemnify the Governments and the Administrators as referenced below and hold the Governments and the Administrators harmless from all loss, liability and claims for the same purposes and to the same extent as made by Lender to the Servicer in any Agreements with such Servicer; (c) each Borrower on any Qualified Mortgage Loan that Lender shall originate under the Program will be qualified based on the Program Guideline requirements and that the Program Assistance as defined in the Program Guidelines was used in the appropriate manner for the amount and purposes intended, with no cash back to the Borrower, or any other person; (d) Lender shall disclose the repayment terms and conditions of any Second Loan financing on behalf of the Governments, using the Governments' disclosure statement as provided, and if Lender so chooses, its own subordinate financing disclosures, at the appropriate times in accordance with applicable federal, state and local law, rules and regulations, and CFPB guidelines; (e) Lender shall accurately complete and generate the Second Loan closing documents as provided for review and signature by the Borrower on behalf of the Governments; and (f) Lender is ultimately responsible for the return and receipt of the properly recorded first deed of trust and subordinate second lien deed of trust within 90 days of the loan closing to the Servicer.

Failure by the Lender to perform its obligations under this Agreement and the Program Guidelines may result in certain penalties, the repurchase of the subordinate financing or the suspension of its participation in the Program.

*Section 3. Amendments, Revisions.* Program specifics as defined herein, together with those specified in this Agreement, the Program Guidelines and all Servicer Agreements are subject to change with notice to the Lender. Any such changes will not adversely affect those Qualified Mortgage Loans for which a commitment has been made, except to the extent set forth in any Servicer Agreements.

*Section 4. Governing Laws.* This Agreement shall be governed in accordance with federal laws and the laws of the State in which the Government is located, without regard to conflict of law principles.

*Section 5. Severability.* If one or more provisions of this Agreement, or the applicability of any such provisions for any set of circumstances shall be determined to be invalid or ineffective for any reason, such determination shall not affect the validity and enforceability of the remaining provisions of this Agreement.

*Section 6. Notices.* The primary contacts and contact information for the Lender have been provided by the Lender in Exhibit A of this Agreement. The Lender agrees to cooperate with the Governments, the Servicer and the Administrators in the marketing of the Program.

*Section 7. Counterparts.* This Agreement may be executed in counterparts by the parties hereto, and each such counterpart shall be considered an original and all such counterparts shall constitute one and the same instrument.

*Section 8. Termination.* The parties to this Agreement may terminate this Agreement without cause at any time by giving the other party at least thirty (30) business days' written notice.

[signatures on following page]

IN WITNESS THEREOF, the Governments and the Lender have caused this Agreement and all attached exhibits to be executed by their respective duly authorized officers, all as of the date and year first above written.

HIGH PERFORMANCE GOVERNMENT NETWORK  
DBA THE HOUSING RESOURCE HUB

By \_\_\_\_\_  
Heather Presley-Cowen  
President & CEO

STIFEL NICOLAUS & COMPANY

By \_\_\_\_\_  
Marc Paskulin  
Managing Director

LENDER:

\_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Lender Contact Information / Authorization

**Program Name:** \_\_\_\_\_

**Lender/Broker Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Main Phone Number:** \_\_\_\_\_

**Main Email Address:** \_\_\_\_\_

**Website (if applicable)** \_\_\_\_\_

**Indiana Branch Offices**

ADDRESS/CITY	Primary Contact	Telephone Number

*If you have your own listing of Branch offices and contact information, please attach to this form.*

*Does the Program have authorization to use your Branch Office Address, Primary Contact and/or Telephone Number in its marketing material or for posting to its web site? (Y/N) \_\_\_\_\_*

**Corporate Offices by Department**

Department	Primary Contact	Telephone Number	Email
Administration			
Bulletin/Notices			
Lock Desk			
Processing			
Final Documents			
Underwriting			
Other			

By providing telephone numbers and email addresses, consent is given to receive telephone calls and emails sent by or on behalf of The Housing Resource Hub, the Administrators and Lakeview Loan Servicing until such consent are withdrawn in writing.