

GSFA GOLDEN OPPORTUNITIES PROGRAM

PROGRAM LENDER AGREEMENT

This document serves as an AGREEMENT, made and entered into, by ______, hereafter referred to as "Lender", in connection with Golden State Finance Authority ("GSFA") Golden Opportunities Program (the "Program").

PURPOSE OF PROGRAM

The Program is designed to help make homeownership more affordable for individuals and families with low-tomoderate incomes. The Program provides Down Payment Assistance ("DPA") to qualifying homebuyers purchasing an owner-occupied residence in California.

PROGRAM GUIDELINES

Applicable Program guidelines are published by National Homebuyers Fund, Inc., (the "Program Manager"), in the Lender Term Sheet ("Term Sheet") and associated documents available online at <u>www.gsfahome.org</u>. Any subsequent revisions to the Term Sheet are published via Lender Bulletins and made available online.

AGREEMENT

By its acceptance hereof, Lender agrees to the terms and conditions specified in this Agreement, the Term Sheet as well as all subsequent Lender Bulletins.

- 1. GSFA hereby designates the Lender as its non-exclusive agent for receipt and processing of applications for the Program.
- 2. The Lender agrees to work cooperatively with the Program Manager to represent the Program fairly and accurately to the borrower.
- 3. The Lender agrees to make information regarding the Program available to all borrowers who request or may qualify for the Program. The Lender will timely and in good faith review and process the application for potential borrowers to determine their eligibility for the Program and to efficiently complete the application process.
- 4. The Lender will conduct such reasonable investigation as is necessary to certify that the borrower has satisfied all requirements of the Program.
- 5. The Lender will only charge a potential borrower applying for the Program those reasonable lending fees the Lender would charge a potential borrower applying for mortgages not connected with the Program.
- 6. The Lender will notify the Program Manager of any loan cancellations under the Program in a timely manner. Program Administrator reserves the right to implement a cancellation fee up to \$400 and/or prohibit the Lender from participating in the Program upon the Lender's excessive loan cancellations.
- 7. The Lender agrees to complete a Lender Profile form and designate a Primary contact person. The Primary contact or other persons appointed by the Lender, shall be responsible for remedying any issues.
- 8. The Lender agrees to inform the Program Manager of any changes to the information on the Lender Profile form, including those changes relating to the Program contact persons and their replacements. Lender is required to review and update the branch listings annually.
- 9. Lender without program production in a 12-month cycle will be removed from the Participating Lender list published on the GSFA website, but will remain approved for the program and added back to the List when production resumes.
- 10. GSFA may immediately terminate this Agreement and prohibit the Lender from participating in the Program upon the Lender's failure to comply with the terms and conditions of this Agreement and upon written notice by GSFA or the Program Manager. Amendment to this Agreement shall be reflected in writing and/or published at www.gsfahome.org.

| This Agreement has been executed as of representative of the lending company. | and is signed by a designated |
|---|-------------------------------|
| Company Name (Lender): | |
| Authorized Contact's Signature: | |
| Authorized Contact's Name (Please Print): | |
| Contact's Title: | |
| Contact Phone #: | |
| Contact Email: | |

This executed Agreement is to be submitted to the Program Manager's office with:

- 1) Completed Lender Profile Form
- 2) One completed original of this Program Lender Agreement;
- 3) Send to: National Homebuyers Fund, Inc. Program Manager 1215 K Street, Suite 1650 Sacramento, CA 95814 Phone: (866) 643-4968 Fax: (916) 444-3551 info@nhfloan.org