



## CalHFA Mortgage Credit Certificate (MCC) Tax Credit Participating Lender Certification Form

Lender's Full Legal Name: \_\_\_\_\_

Under the name of/doing business as (dba): \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Main Phone # \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Web Site Address: \_\_\_\_\_

Lender's Contact for CalHFA: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### Check the appropriate box(s) and provide information as necessary/required:

Mortgage Banker, headquartered in: \_\_\_\_\_

Commercial Bank, headquartered in: \_\_\_\_\_

Thrift, headquartered in: \_\_\_\_\_

Federally Chartered Savings Institution, headquartered in: \_\_\_\_\_

State Chartered Savings Institution, headquartered in: \_\_\_\_\_

Credit Union, headquartered in: \_\_\_\_\_

Other (specify): \_\_\_\_\_, headquartered in: \_\_\_\_\_

Limited Partnership (LP or LLP)

C - Corporation

S - Corporation

Limited Liability Corp. (LLC)

General Partnership

Sole Proprietorship

Other (specify): \_\_\_\_\_

Lender Licensed By: \_\_\_\_\_

Month/Year Established: \_\_\_\_\_

Company Federal Tax ID: \_\_\_\_\_

Are you a Fannie Mae approved lender?  No  Yes # \_\_\_\_\_

Are you a Freddie Mac approved lender?  No  Yes # \_\_\_\_\_

Are you a HUD/FHA single family lender?  No  Yes # \_\_\_\_\_

Are you a HUD/FHA direct endorsement lender?  No  Yes # \_\_\_\_\_

**Financial Summary:**

Time Period	Net Income	Equity/Net Worth	Assets
FY ending: __/__/____	\$ _____	\$ _____	\$ _____
FY ending: __/__/____	\$ _____	\$ _____	\$ _____
Fiscal YTD: __/__/____	\$ _____	\$ _____	\$ _____

Do you maintain a warehouse line of credit:  No  Yes

Warehouse Bank: \_\_\_\_\_ Line of Credit: \$ \_\_\_\_\_ Balance: \$ \_\_\_\_\_

Do you sell loans to other investors?  No  Yes

Investor(s): \_\_\_\_\_

**Insurance Coverage:**

Coverage Type	Insurer Name	Policy Number	Coverage Amount	Expiration Date
Fidelity Bond			\$ _____	
Errors & Omissions			\$ _____	
Forgery			\$ _____	
Money & Securities			\$ _____	

**List parent company and all subsidiaries, if applicable (attach additional sheets, if necessary):**

Name: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

**List all dba's (attach additional sheets, if necessary):**

Name: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

Name: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

**List total mortgage originations for most recent twenty-four (24) months through \_\_/\_\_/\_\_\_\_:**

	Number of Loans:	Unpaid Principal Balance:
Conventional Fixed Rate:	_____	\$ _____
Conventional Adjustable Rate:	_____	\$ _____
Government Loans:	_____	\$ _____
Subordinate Loans:	_____	\$ _____
Other _____:	_____	\$ _____

**List the following personnel and certify experience:**

Principal Executive Officer: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_ 36 Months Experience:  No  Yes

Principal Financial Officer: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_ 36 Months Experience:  No  Yes

Loan Production Manager: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_ 24 Months Experience:  No  Yes

Loan Operations Manager: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_ 24 Months Experience:  No  Yes

Underwriting Manager: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_ 24 Months Experience:  No  Yes

Quality Assurance/Control Manager: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_ 24 Months Experience:  No  Yes

Secondary Marketing Manager: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_ 24 Months Experience:  No  Yes

Closing Manager: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_ 24 Months Experience:  No  Yes

Servicing/Interim Servicing) Manager: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_ 24 Months Experience:  No  Yes

**Lender/Officer Certification (initials required):**

By execution of this form, lender hereby agrees to the statements set forth below:

1. \_\_\_\_\_ Lender is a direct lender and funds loans from lender's own resources or maintains a warehouse line of at least \$1 million
2. \_\_\_\_\_ Lender has adequate management processes, policies and procedures that conform to insuring and guaranteeing agencies and Fannie Mae/Freddie Mac requirements for selecting and evaluating the qualification of and performance of appraisers, closing agents, and other third party vendors
3. \_\_\_\_\_ Lender has written policies and procedures that conform to insuring and guaranteeing agencies and Fannie Mae/Freddie Mac requirements for approving and monitoring third party originators
4. \_\_\_\_\_ Lender has written policies and procedures that conform to insuring and guaranteeing agencies and Fannie Mae/Freddie Mac requirements for each of the following areas: underwriting, secondary marketing, quality control and loan servicing
5. \_\_\_\_\_ Lender that does not utilize a contractual agreement with a third party quality control provider maintains a quality control function having been in operation for twenty-four (24) months or time in business

6. \_\_\_\_\_ Lender maintains adequate internal audit, quality assurance/control and management control systems that conform to insuring and guaranteeing agencies and Fannie Mae/Freddie Mac requirements. The Participating Lender and/or servicer shall keep a record of any activity under these internal systems and upon request, shall make these records available for review
7. \_\_\_\_\_ Lender has never been suspended or terminated by HUD/FHA, Fannie Mae, Freddie Mac, Private Mortgage Insurer, or other Investor
8. \_\_\_\_\_ Lender, principal officers, partners, owners or directors are have not, in the last five (5) years, been on any form of watch list, subject to a cease and desist order, suspended, sanctioned, debarred, under a limited denial of participation or otherwise restricted under provisions of HUD/FHA or other governmental agency nor have been employed by an institution within two (2) years of its debarment by HUD/FHA
9. \_\_\_\_\_ Lender's principal officers, partners, owners or directors have not been denied an operating license, sanctioned by any licensing or regulatory body, under indictment for a crime, convicted of a crime, or been named in a pending criminal proceeding (excluding traffic violations and other minor offenses)
10. \_\_\_\_\_ Lender's principal officers, partners, owners or directors have not been subject to an order, judgment, or decree enjoining him or her from engaging in any activities in connection with any type of business transaction (including the purchase or sale of a security) or acting as (or as an associated or affiliated person of) an investment adviser, underwriter, broker, dealer, financial institution, or another business
11. \_\_\_\_\_ Lender has not entered into any settlement in any class action law suit, have had any judgment entered against lender, nor is not the defendant in any class action suit, nor is the subject of any litigation, assessments, or contingent liabilities. If so, provide explanation
12. \_\_\_\_\_ Lender has not been declared insolvent, made a general assignment for the benefit of creditors, declared bankruptcy, suffered or permitted the appointment of a receiver for its business or assets, liquidated, or denied Fidelity Bond or mortgagee's Errors and Omissions insurance coverage
13. \_\_\_\_\_ Lender 's principal officer(s), or, if lender is a partnership, no partner(s) in lender, has not been removed from Fidelity Bond or Errors and Omissions insurance coverage or, if so, a direct surety bond has been obtained for such officer(s) or partner(s)
14. \_\_\_\_\_ There are not actions, claims, inquiries, investigations, suits or proceedings pending, at law or in equity or before or by any government agency, or, to the knowledge of lender, threatened against or affecting lender, which reasonably may be expected to result in any material adverse change in lender's business, operations, assets or condition, including but not limited to, any liquidation, dissolution, receivership, insolvency, bankruptcy, reorganization, or other similar proceedings
15. \_\_\_\_\_ Lender shall comply with every requirement of all applicable federal and state laws and regulations dealing with the origination of mortgage loans, including, without limitation to the following:
  - a. Equal Opportunity Act, as amended
  - b. Truth in Lending Act, as amended
  - c. Real Estate Settlement Procedures Act of 1974, as amended
  - d. Federal Fair Credit Reporting Act, as amended
  - e. California Business, Transportation and Housing Agency, the Federal Reserve Board Regulation Z and B, thereunder, et al.
  - f. California Code of Regulations, title 12 Military and Veteran Affairs
16. \_\_\_\_\_ Lender or any successor shall continuously maintain all components of such "written agreement" as an official record. If there is any magnetic format or electronic transmission of the above agreements, lender acknowledges that either the related magnetic or electronic media version or a physical, printed version shall constitute a part of the "written agreement"
17. \_\_\_\_\_ Lender's performance of its obligations in compliance with the requirements CalHFA (MCC) Tax Credit Participation Agreement and all addenda thereto, applicable to CalHFA Guides, manuals, handbooks, bulletins, announcements, and lender letters issued in connection therewith, does not violate and will not violate any applicable law or regulation or any court decree applicable to or binding upon lender, and such performance will not result in a breach of, or constitute a default under, any material agreement or other instrument to which lender is a party or by which lender's assets or operations are bound

18. \_\_\_\_\_ All information pertaining to real estate transactions has been reported insofar as required by the Internal Revenue Service and lender agrees to keep complete loan files of each CalHFA MCC Tax Credit for six (6) years following origination of the loan. Lender further agrees to make accurate and timely filling of IRS Form 8329, which includes any CalHFA MCC Tax Credit originated in the prior calendar year. Lender accepts full responsibility for these requirements irrespective of if and when the loan is sold to another party
19. \_\_\_\_\_ Lender to self-certify annually that lender meets the criteria above and shall notify CalHFA within ten (10) days after any of the statements in this certification no longer continue to be accurate

The undersigned lender hereby represents and warrants that all information contained in this Form is complete and accurate. The undersigned lender understands that CalHFA will be relying upon the information contained in this Form and that any misrepresentation or omission may constitute a civil or criminal violation and may be cause for suspension or termination as a participating lender and/or seller/servicer by CalHFA. The individual executing this document below represents that such person is duly authorized to sign this statement on behalf of the lender.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature

Name and Title: \_\_\_\_\_

Company: \_\_\_\_\_

AFFIX CORPORATE SEAL

Submit fully completed and executed Participating Lender Certification Form with initial \$350 fee to:

California Housing Finance Agency  
Single Family Lender Services – MS 950  
500 Capitol Mall, Ste. 400  
Sacramento, CA 95814

Note: Fee is only required at initial submission of Participating Lender Certification Form