

APPENDIX B

MCC LENDER APPROVAL CHECKLIST

Please provide the following items to Riverside County in conjunction with your application for MCC corporate approval. **All items are required, regardless of previous corporate approved status with the County programs.**

Items that require original, wet signatures should be mailed to:

Riverside County HHPWS
5555 Arlington Avenue
Riverside, CA 92504
Attention: Susan Guarino

Lender Participation Agreement

- Lender Participation Agreement filled out completely
- Lender Participation Agreement with wet signature of Authorized Corporate Signer
- Copy of Corporate Resolution Documenting Authorized Signer (*Resolution should either be specific to the signing of the MCC Lender Participation Agreement or apply to agreements in general*)
- Copy of State of California Department of Corporations License Certificate (*DRE license is not acceptable in lieu*)
- If Company is FSB or NA, letter on company letterhead stating which applies, with authorized signature. Copy of State of California Department of Corporations License Certificate is not required for Lenders who are FSB or NA.
- If Lender is "Doing Business As" submit copy of the DBA statement or assumed name certificate filed with the State or the County (*public notices are not acceptable documentation in lieu*)

Exhibit A (only if needed)

Needed only for loan officers who attended the current year's annual lender training but have not already submitted an Exhibit A. Please do not submit an Exhibit A for loan officers who have not attended the current year's annual lender training.

- Exhibit A filled out completely
- Exhibit A with Branch Manager's wet signature
- At least one Loan Officer designated as a participating agent

For questions or more information please contact Susan Guarino

Phone: 951-343-5433

E-mail: sguarino@rivco.org

Riverside County Housing, Homelessness Prevention and Workforce Solutions
Mortgage Credit Certificate Program
5555 Arlington Avenue
Riverside, CA 92504
(951) 343-5433
(951) 352-4852 FAX

**MORTGAGE CREDIT CERTIFICATE
LENDER PARTICIPATION AGREEMENT**

This MORTGAGE CREDIT CERTIFICATE LENDER PARTICIPATION AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 20__ by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (hereinafter referred to as the "County"), and _____ (hereinafter referred to as the "Lender"). County and Lender are individually sometimes referred to herein as a “Party” and collectively as the “Parties.”

W I T N E S S E T H:

WHEREAS, the Tax Reform Act of 1986 established the Mortgage Credit Certificate Program as a means of assisting qualified individuals with the acquisition of new and existing single family housing;

WHEREAS, pursuant to California Health and Safety Code Sections 50197.1, et seq, local issuers are authorized to issue Mortgage Credit Certificates (hereinafter referred to as "MCC's") and administer Mortgage Credit Certificate Programs;

WHEREAS, by Resolution No. 87-564 adopted December 22, 1987, the Board of Supervisors of the County established the County of Riverside MCC Program (hereinafter referred to as the "MCC Program");

WHEREAS, the Board of Supervisors of the County has authorized the Riverside County Housing, Homelessness Prevention and Workforce Solutions (hereinafter referred to as the "Program Administrator") to administer the MCC Program pursuant to the applicable federal, state and local policies and procedures, and to enter into those agreements necessary for efficient administration of the MCC Program; and

WHEREAS, the County has applied to the California Debt Limit Allocation Committee for a mortgage credit certificate allocation, with the most recent allocation approved by the State of California on December 12, 2018, by Resolution No. 18-130;

WHEREAS, the Lender is licensed to do business in the State of California as a direct lender; and

WHEREAS, the Lender wishes to participate in the MCC Program in connection with mortgage loans it will make available for the acquisition of new and existing single-family housing in Riverside County.

NOW, THEREFORE, in consideration of the promises set forth herein, the Parties agree as follows:

I. INCORPORATION OF RECITALS; DEFINITIONS

1. Incorporation of Recitals. The Parties agree that the foregoing recitals are true and correct and that the foregoing recitals are a part of this Agreement and are hereby incorporated by reference herein as though set forth in full.

2. Definitions. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings attributed to them in the County of Riverside MCC Program Handbook prepared by and as amended from time to time by the Program Administrator (hereinafter referred to as the “MCC Program Handbook”).

II. LENDER REPRESENTATIONS, WARRANTIES AND COVENANTS

3. Good Standing.

(a) 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 business in the State of California any and all business contemplated by this Agreement and possesses all requisite authority, power, licenses, permits, certificates and franchises to conduct its business and to execute, deliver, and comply with its obligations under the terms of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

(b) Lender agrees that, so long as it shall continue to serve in the capacity contemplated under the terms of this Agreement, it shall remain in good standing under the laws governing its creation and existence and qualified under the laws of the State of California to do business in the State of California, and it shall not dissolve or otherwise dispose of all or substantially all of its assets.

4. MCC Program.

(a) The Lender warrants that it is familiar with the Internal Revenue Code and all temporary and permanent regulations issued pursuant thereto applicable to the MCC Program as well as all provisions of state law applicable to the MCC Program and the requirements established by the Program Administrator.

(b) The Lender acknowledges receipt of the MCC Program Handbook and agrees to be bound by its terms and the terms of this Agreement. Lender represents that it is familiar and will comply with the MCC Program and federal, state and local implementing guidelines and regulations. The Lender further agrees that Lender’s Agent as identified in Section 31 of this Agreement and all appropriate staff will participate in education regarding the Program prior to processing a MCC and continuing education from time to time.

5. Prohibited Interests.

(a) Lender covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Lender's performance under this Agreement. Lender further covenants that no person or subcontractor having any such interest shall be employed or retained by Lender under this Agreement. The Lender agrees to inform the Program Administrator of all Lenders' interests, if any, which are or may be perceived as incompatible with the County's interests.

(b) Lender or its employees has not and shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to County employees.

(c) Lender shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom Lender is doing business or proposing to do business, in accomplishing the work under this Agreement.

6. Authority to Execute. Neither the execution and delivery of this Agreement by the Lender nor the performance and compliance with the terms hereof by the Lender shall (i) violate the instruments creating the Lender or governing its operations, (ii) violate any laws that could have any material adverse effect whatsoever upon the validity, performance, or enforceability of any of the terms of this Agreement applicable to the Lender or (iii) constitute a material default (or an event that, with notice or lapse of time or both, would constitute a material default) under, or result in the breach of, any material contract, agreement, or other instrument to which the Lender is a party or that may be applicable to the Lender or any of its assets.

7. Survival. The Lender's representations, warranties and covenants in Article II of this Agreement shall survive and continue notwithstanding the expiration of this Agreement or the termination or resignation of the Lender under this Agreement.

III. LENDER'S RESPONSIBILITIES

8. Non-Exclusive Agent. The Program Administrator hereby designates the Lender as its non-exclusive agent for the receipt and processing of applications for MCC's under the MCC Program and Lender agrees to comply with the terms of the MCC Program and this Agreement. The Lender and all its participating branches acknowledge and agree to uphold the quality standards of the MCC Program and to meet its obligation as a signatory to the Statement of MCC Quality Commitment as shown in Exhibit "A" which is attached hereto and by this reference incorporated herein.

9. Training. The Lender shall assure that all of its loan processing personnel understand the parameters of the MCC Program and are aware of the Lender's responsibilities under this Agreement

10. MCC Program Information. The Lender shall notify all potential and actual borrowers who qualify for the MCC Program of the availability of the MCC Program regardless of whether or not the borrower needs the MCC to qualify for a loan. Lender shall treat all

borrowers fairly, and all potential and actual borrowers shall receive a full and accurate explanation about the MCC Program and the potential for recapture.

11. Borrower Information and Investigation.

(a) The Lender shall obtain from each potential borrower all documents and information required for the application and receipt of an MCC as directed by the Program Administrator.

(b) The Lender shall perform all investigation and verification that it would normally perform for underwriting a mortgage not provided in connection with an MCC.

(c) The Lender will process and review the application for any potential borrower in order to determine eligibility for the MCC Program and shall conduct such reasonable investigation as is necessary to certify that the applicant has satisfied all requirements of the MCC Program, including those imposed by temporary and permanent regulations issued pursuant to the Internal Revenue Code and the County's eligibility requirements as specified in the MCC Program Handbook.

(d) The Lender hereby agrees that it shall immediately forward to the Program Administrator any information which it may receive during the term of the mortgage loan that indicates that an applicant made a misrepresentation in applying for an MCC or that may affect the potential or actual borrower's continued eligibility for an MCC.

(e) The Lender hereby agrees that it shall immediately notify the Program Administrator in writing upon cancellation or rejection of a loan or determination of ineligibility for any borrower who has applied to the County for an MCC and has received a commitment from the Program Administrator to issue the MCC (hereinafter referred to as the "MCC Commitment"). In this event, the MCC Commitment shall be canceled by the Program Administrator.

12. Charges and Fees.

(a) The Lender shall charge a potential borrower applying for an MCC only those reasonable fees as would be charged a potential borrower applying for a mortgage not provided in conjunction with an MCC.

(b) Notwithstanding the forgoing, the Lender shall charge a nonrefundable application fee of \$300.00 for each MCC, to be paid to the Program Administrator with the initial MCC submission. In addition, the Lender may charge up to \$100.00 for the Lender's processing of the MCC application. These fees may be paid by any person or party.

13. Active Participation. The Lender and its participating branches hereby acknowledge and agree to actively participate in the MCC Program in order to maintain active participation status in the MCC Program in accordance with this Section 13.

(a) A minimum of one (1) MCC issued during the three (3) month period following the Effective Date of this Agreement shall constitute "Active Participation."

(b) If the Lender fails to meet Active Participation it will be put on notice and removed from the County's Participating Lender's List if an MCC is not issued during the following three (3) month period following the date of the notice "Inactive Status"). If Lender designated as Inactive Status, Lender will be excluded from further participation in the MCC Program for a period of six months from the date of removal from the County's Participating Lender's List ("Suspension Period").

(c) If the Lender desires to further participate after the Suspension Period, Lender must re-submit all documentations and sign a new Lender Participation Agreement. If Lender is suspended more than two times in a period of two (2) years, Lender will be disallowed to participate in any County or Housing Authority of the County of Riverside down payment assistance type of programs such as, but not limited to, First Time Home Buyer (FTHB) Program or others for a period of five (5) years.

IV. RECORDS, REPORTS; CONFIDENTIALITY

14. MCC Program Reports. The Lender shall timely file any and all reports in the form and format required to be filed with the Internal Revenue Service in accordance with the MCC Program and shall maintain all records required to be maintained by it pursuant to Section 25 of the Internal Revenue Code of 1986 as amended from time to time and any regulations thereunder.

15. Access.

(a) Lender shall make available, upon written request by any duly authorized Federal, State or local agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of Lender's costs related to this Agreement. All such books, documents and records shall be maintained by Lender for at least five years following termination of this Agreement and be available for audit by the Program Administrator. Lender shall provide to the Program Administrator reports and information related to this Agreement as requested by Program Administrator.

(b) Authorized Program Administrator representatives shall have the right to monitor, assess and evaluate the Lender's performance

16. Improper Use of Privileged Information. The Lender shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; County information or data which is not subject to public disclosure; County operational procedures; and knowledge of selection of lenders or suppliers in advance of official announcement.

17. Unauthorized Disclosure. The Lender shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The Lender shall not use such information for any purpose other than carrying out the Lender's obligations

under this Agreement. The Lender shall promptly transmit to the Program Administrator all third party requests for disclosure of such information. The Lender shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the Program Administrator, any such information to anyone other than the Program Administrator. For purposes of this paragraph, identity shall include, but not limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

V. INDEPENDENT CONTRACTOR; SUBCONTRACTORS; ASSIGNMENT

18. No Agency Relationship. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of association between County and Lender.

19. Independent Contractor. Lender is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the County. It is expressly understood and agreed that Lender (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the Parties; and Lender shall hold County harmless from any and all claims that may be made against County based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the Parties that Lender in the performance of this Agreement is subject to the control or direction of County merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

20. Subcontract For Work Or Services. No contract shall be made by Lender with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the Program Administrator; but this provision shall not require the approval of contracts of employment between the Lender and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

21. Assignment. Lender shall not delegate or assign any interest in this Agreement, and shall not transfer any interest in the same, whether by operation of law or otherwise, without the prior written consent of the Program Administrator.

VI. INDEMNIFICATION; DISPUTES; WAIVER; TERMINATION

22. Hold Harmless and Indemnification. Lender shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of Lender, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. Lender shall defend, (all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards) the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and

representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by Lender, Lender shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Lender's indemnification of County. Lender's obligation hereunder shall be satisfied when Lender has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Lender's obligations to indemnify and hold harmless the County. The hold harmless and indemnification obligation of Lender set forth in this Section 22 shall survive the expiration or earlier termination of this Agreement.

23. Disputes. The Parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the Parties. Any dispute relating to this Agreement which is not resolved by the Parties shall be decided by the Program Administrator's Compliance Contract Officer who shall furnish the decision in writing. The decision of the Program Administrator's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Lender shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

24. Mediation. Prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall share the cost of the mediations. Each Party shall be responsible for its own legal fees and other expenses incident to the preparation for mediation.

25. Waiver. Any waiver by Program Administrator of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of Program Administrator to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing Program Administrator from enforcement of the terms of this Agreement.

26. Termination.

(a) County may terminate this Agreement without cause upon 30 days written notice served upon Lender stating the extent and effective date of termination.

(b) County may, upon five (5) days written notice, terminate this Agreement for Lender's default, if Lender refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the Program Administrator may proceed with the work in any manner deemed proper by the Program Administrator.

(c) After receipt of the notice of termination, Lender shall:

(i) Stop all work under this Agreement on the date specified in the notice of termination, except to the extent permitted by the Program Administrator in writing to complete loans in underwriting; and

(ii) Transfer to Program Administrator and deliver in the manner as directed by Program Administrator any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to Program Administrator.

(d) Lender's rights under this Agreement shall terminate upon dishonesty or a willful or material breach of this Agreement by Lender; or in the event of Lender's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

(e) The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

VII. LAWS AND REGULATIONS; NON-DISCRIMINATION

27. Compliance with Laws. Lender shall comply with all applicable federal, state and local laws, regulations and licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. The Lender will comply with all applicable County policies and procedures, including without limitation the MCC Program Handbook. In the event that there is a conflict between the various laws or regulations that may apply, the Lender shall comply with the more restrictive law or regulation.

28. Nondiscrimination Lender shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable federal, state and local non-discrimination laws or regulations.

29. Governing Law. This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

VIII. ADMINISTRATION; NOTICE

30. Contact Person. The Lender shall designate one person to serve as the Lender's Contact Person for the MCC Program. The Contact Person's responsibilities include:

- (a) submitting Form 8329 to the IRS for any MCC's issued for all borrowers from the Lender for the calendar year; and
- (b) updating information provided by Program Administrator available to all MCC-related personnel in a timely manner; and
- (c) notifying Program Administrator, within 15 business days, of any reassignment regarding their role as Contact Person.

31. Lender's Authorized Agent. In addition to the Lender's Contact Person, the Lender shall designate authorized agents (collectively hereinafter referred to as "Agent").

(a) Submitting Agent's Name.

(i) The MCC officer for the MCC Lender Participating Branch, who is identified in Exhibit A, shall submit in writing the name of the Agent to Program Administrator after the Agent completes the required Program Administrator training session.

(ii) Program Administrator will place the Agent on County's Participating Lender's list, which is made available to the public and provided on County's website.

(iii) The Agent's name shall be submitted to Program Administrator at the address identified in Section 33 herein.

(b) Agent's Responsibilities. The Agent will be responsible for the following:

(i) Submitting complete MCC applications to Program Administrator.

(ii) Attending the Program Administrator required training sessions.

(iii) Submitting complete closing documents to Program Administrator within the time specified in the MCC Program Handbook.

(iv) In order to ensure the Lender's Statement of MCC Quality Commitment, within three (3) months of the MCC Officer submitting the Agent's name to the Program Administrator, Agent shall establish and thereafter maintain Active Participation in accordance with and subject to the provisions of Section 13 of this Agreement.

32. Administration/Contract Liaison. The Assistant County Executive Officer of the Housing, Homelessness Prevention and Workforce Solutions, or designee shall administer this Agreement on behalf of the County.

33. Notice. Any notice required or desired to be served by either Party upon the other shall be addressed to the respective Parties as set forth in this Section 33. In the event that the Lender moves or changes its address or telephone number, the Lender shall notify the Program Administrator in writing, within 15 business days, of the new information.

Contact Person for the Lender shall be:

Name: _____
Address: _____
Telephone: _____
FAX: _____
E-Mail Address: _____

Contact Person for the Program Administrator shall be:

Name: Heidi Marshall, HHPWS Director
Address: 5555 Arlington Avenue, Riverside, CA 92504
Telephone: (951) 343-5469
FAX: (951) 352-4852
E-Mail Address: hmarshalln@rivco.org

IX. MISCELLANEOUS PROVISIONS

34. Effective Date. This Agreement shall have no force or effect whatsoever unless and until it is signed by all of the undersigned Parties. Once signed by all of the undersigned Parties, this Agreement shall authorize and be binding upon the branch offices of Lender that are located in or serving Riverside County. The effective date of this Agreement is the date the Parties sign this Agreement (“Effective Date”). If the Parties sign this Agreement on more than one date, then the last date the Agreement is signed by a Party shall be the Effective Date.

35. Term of Agreement. The term of this Agreement shall commence on the Effective Date and terminate on June 30, 2021, unless terminated sooner.

36. Entire Agreement. This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both Parties.

37. Amendments or Modifications. No amendments or modifications of any of the provisions of this Agreement shall be binding unless in writing and signed by both County and Lender.

38. Section and Paragraph Headings. Captions of the sections and paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

39. Authority To Execute. The undersigned certifies that, under penalty of perjury, he or she is authorized to sign this Agreement on behalf of the Lender. This Agreement shall not be

effective unless and until the Lender provides a corporate resolution or other documentation satisfactory to the Program Administrator showing that _____ (the person signing this Agreement) has the authority to sign this Agreement on behalf of the Lender.

40. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

41. Counterparts. This Agreement may be signed by the Parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement.

[Page intentionally blank]

[Signatures on following page]

IN WITNESSETH WHEREOF, this Agreement has been executed by and between the undersigned Parties.

LENDER

Dated: _____ By: _____

Name of Firm

Signature of Authorized Person

Typed Name of Authorized Person

Title

Address

Phone Number:

**COUNTY OF RIVERSIDE, a political
subdivision of the State of California**

Dated: _____ By: _____

Heidi Marshall, HHPWS Director
5555 Arlington Avenue
Riverside, CA 92504
Phone: (951) 343-5469

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Amrit Dhillon, Deputy County Counsel

NOTE: A photocopy of your State of California, Department of Corporations license certificate and a corporate Resolution or other documentation referenced in Section 39 of this Agreement must be attached to this Agreement. If the Lender is using a "Doing Business As" (dba) name, it must also submit a copy of the DBA statement or assumed name certificate filed with the State or County.

MCC EXHIBIT A

Statement of MCC Quality Commitment

As an officer of this company, I acknowledge and agree that the Riverside County Housing, Homelessness Prevention and Workforce Solutions (“County”) has the right to set minimum quality standards for lender participation in the MCC Program, and that failure to meet these standards may result in cessation of the company’s participation. This company (also referred to herein as “Lender”) will make every effort to prepare its personnel to participate in the MCC Program successfully, and to meet the following MCC Quality Work Standards:

1. Lender’s personnel shall receive training in the MCC Program before being assigned to prepare and submit MCC packages.
2. After the completion of such training, the MCC designated officer identified in this Exhibit for the participating branch must submit the name of the authorized Lender’s agent submitting the MCC application to the Program Administrator after the agent’s completion of the required County training session. Upon receipt of such request, the names of the authorized agent will be placed on the County’s MCC Participating Lender’s List made available to the public and on the County website. Each of the authorized Lender’s agents shall be required to have successfully submitted one complete MCC package to County resulting in County issuing a MCC certificate within three months from the date of the MCC officer submitting the agent names to County (“Active Participation”). This Active Participation applies to the MCC officer as well if the MCC officer is acting as the agent. Failure to achieve this will cause the agent’s name to be removed from the County Participating Lender’s List and exclusion from further participation in the MCC Program for a period of six months from that date. Lender’s agent that wishes to further participate after that six month suspension period must re-take the training as long as the Lender is still in the Active Participation status.
3. MCC packages submitted to County shall have less than four errors per package. A “correction package” which repeats the errors of the original package will not receive a second opportunity for correction.
4. Each Lender enrolled in the MCC Program designates an MCC Officer for each participating branch. The responsibilities include: (1) making County’s MCC Program updates through regular issuance of Alert available to all MCC-related personnel in a timely manner; (2) notifying County of any re-assignment regarding their role as MCC Officer.
5. The Lender obtains County’s Commitment to issue the MCC before funding the loan.
6. The Lender submits a payment of \$50 extension fee prior to the 60 days expiration of the MCC Commitment.
7. Lender must notify County Program Administrator of any MCC Commitments which should be cancelled and provide a written reason for cancellation within 5 days of such cancellation.
8. In the event that the closing Lender is different than the originating Lender, it is the originating Lender’s responsibility and obligations under the MCC Program to submit all necessary closing documentation to County Program Administrator.
9. Lender shall submit all closing documentation within 5 days of Loan Closing.
10. Buyers shall be treated fairly, receiving a full and accurate explanation about the MCC Program and the recapture tax. For questions which the Lender cannot answer, the buyer shall be referred to County.

MCC EXHIBIT A

The MCC Officer(s) designated below have been informed of their responsibility to provide all company employees with any new information pertaining to the MCC Program. The Lender will notify County immediately, should there be a change in this assignment.

Lender Name: _____

MCC Lender Participating Branch: _____

MCC Officer (Branch Manager) Name and Title: _____

Branch Manager’s Original “Wet Signature” Required

MCC Officer (Branch Manager) Signature: _____

Date: _____

Mailing Address of the Branch: _____

Phone No.: _____ Fax No: _____

Email Address: _____

I authorize the following agent to submit an MCC application to County and further authorize their names and information below be placed on County’s Participating Lender’s List. I further acknowledge that the agent has completed County’s required training session.

1. Agent (Loan Officer) Name: _____

Lender Participating Branch: _____

Agent’s Title: _____

Mailing Address: _____

Phone No.: _____ Fax No: _____

Email Address: _____

2. Agent (Loan Officer) Name: _____

Lender Participating Branch: _____

Agent’s Title: _____

Mailing Address: _____

Phone No.: _____ Fax No: _____

Email Address: _____

3. Agent (Loan Officer) Name: _____

Lender Participating Branch: _____

Agent’s Title: _____

Mailing Address: _____

Phone No.: _____ Fax No: _____

Email Address: _____

Mail to: Riverside County Department of Housing, Homelessness Prevention and Workforce Solutions, Attention Housing
5555 Arlington Avenue, Riverside, CA 92504