



Ohio Housing Finance Agency
 57 East Main Street, Columbus, OH 43215
 Phone: (614)466.7970 Fax: (614)995.0487
 TDD: (614)466.1940 Web: www.ohiohome.org

Ted Strickland, Governor, State of Ohio
 Douglas A. Garver, Executive Director

2009 Mortgage Credit Certificate Program Participation Agreement

THIS AGREEMENT made and entered into as of the _____ day of _____, 20____, by and between the Ohio Housing Finance Agency, a public body corporate and politic, Columbus, Ohio (hereinafter referred to as the "Agency" or "OHFA") and _____ (hereinafter referred to as the "Participant").

WITNESSETH:

WHEREAS, the Tax Reform Act of 1984 established the Mortgage Credit Certificate (hereinafter referred to as "MCC") Program as a means of assisting qualified individuals with the acquisition of new and existing single family housing; and

WHEREAS, by resolution adopted December 17, 2008, the Agency has established an MCC Program; and

WHEREAS, the Participant wishes to participate in the MCC Program administered by the Agency in connection with financing it will make available for the acquisition of new and existing single family housing.

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

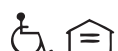
1. A non-refundable Participation Fee based on the size of your company's total assets will be required to participate in this MCC Program. This fee should be remitted along with this completed Participation Agreement. Checks should be payable to the Ohio Housing Finance Agency. Please send completed Participation Agreement and Participation Fee to the Office of Homeownership, Ohio Housing Finance Agency, 57 East Main Street, Columbus, Ohio 43215. The fee schedule is as follows:

Company Asset Size	Fee
Under \$500,000,000	\$750.00
\$500,000,000 up to \$1.5 billion	\$1,000.00
Over \$1.5 billion	\$2,000.00

- The Agency hereby appoints the Participant as its agent for receipt and processing of applications for MCC's under the MCC Program.
- The Participant will make information regarding the MCC Program available to potential borrowers. The Participant will process and review the application of any potential borrower in order to determine eligibility for the MCC Program.
- The Participant will obtain from the borrower all documents and information required for the application for and receipt of an MCC.
- The Participant will perform all investigation and verification that it would normally perform for underwriting the financing of a loan offered by the Participant.
- The Participant will conduct such reasonable investigation as is necessary to certify that the borrower has satisfied all requirements of the MCC Program, including those imposed by temporary and permanent regulations issued pursuant to the Internal Revenue Code and OHFA eligibility requirements.
- The Participant 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. The Participant hereby agrees to comply with all provisions of the Internal Revenue Code, state law, applicable regulations and the MCC Guide currently in effect or that may become effective in the future.
- The Participant hereby agrees that the Agency and its agents have the authority to examine and inspect all books and records in Participant's possession relating to any MCC and the MCC Program. The Participant hereby agrees to grant the Agency and its agents access to such books and records during normal business hours upon Agency request.
- The Participant will charge a potential borrower applying for an MCC only those reasonable fees for processing of the financing as would be charged to a potential borrower applying for financing not provided in connection with an MCC. In addition to normal and customary fee structure and excluding OHFA fees, lenders may not charge the borrower more than \$500 in miscellaneous, non-third party fees. These would include, but not be limited to, such fees as: an underwriting fee, processing fee, commitment fee, etc.
- The Participant will remit to OHFA \$300 per loan. The Participant may elect to assess this cost to the borrower.
- The Participant will comply with terms, rates, fees, and annual credit rates as outlined in the MCC Program Fact Sheet.
- The Participant hereby agrees that it will immediately forward to OHFA all information which it may receive during the life of the mortgage loan which would indicate that the borrower may have made a misrepresentation in applying for a MCC, or other conditions that may affect the borrower's continued eligibility for a MCC.
- This Agreement shall remain in full force and effect until terminated or until the 2009 MCC program funds have been exhausted. The Participant may terminate this Agreement, without cause, upon sixty (60) days written notice to OHFA. Further, OHFA may immediately terminate this Agreement and prohibit the Participant from participation in the MCC Program upon the Participant's failure to comply with the terms and conditions of this Agreement and upon written notice from the Agency. No amendment to this Agreement shall be effective unless in writing and signed by both parties hereto.

THIS AGREEMENT is entered into as of the day and year written above.

PARTICIPANT:	OHFA:
_____	Ohio Housing Finance Agency
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____





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2009 Mortgage Credit Certificate Program Participation Agreement - Attachment

Company Name: _____
 Primary Contact Person: _____
 Home Office Address: _____
 City/State/Zip: _____ Phone: _____
 Fax: _____ E-Mail: _____

Please check one of the following:

- I currently participate in the OHFA Bond program and would like my branch information automatically transferred to the MCC web site listing in addition to the information listed below.
- I do not currently participate in the Bond program or do not wish to have my Bond program information transferred to the MCC web site. Please use the information program below for my company.

Location of Origination Office (Street or mailing address)	Origination Office Contact Person	Telephone	Email Address	Counties Served by this office (Please do not indicate all 88 counties)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

(Please use additional sheets if necessary)