

**DELAWARE STATE HOUSING AUTHORITY  
SINGLE FAMILY MORTGAGE REVENUE BOND (SFMRB) PROGRAM**

**INVITATION TO PARTICIPATE  
As an ORIGINATING LENDER**

The Delaware State Housing Authority (“DSHA”) has adopted a Mortgage Origination Master Agreement (“MOMA”), dated as of September 28, 2001, for its SFMRB Program (the “Program”), and hereby invites new lending institutions to submit an Offer to Participate as an Originating Lender (the “Offer”) in this and future Program Installments under the terms of the revised Mortgage Origination Master Agreement. Lending institutions that participated in the past programs do not need to submit an offer unless previous information is no longer valid.

The procedures reflected in the Offer and MOMA accompanying this Invitation to Participate prescribe a one-time offer and acceptance process whereby, once approved by DSHA for participation as an Originating Lender, a lending institution may, at its option, (as long as it qualifies to serve and is not in default under the MOMA, and it remains subject to state laws) continue to participate in any or all future Program Installments governed and administrated under the terms of these revised documents with no need to execute additional documents or agreements, other than the Offer that would be submitted as to each future program installment.

Consistent with this one-time approval process, the form of Opinion of Counsel to Originating Lender accompanying the executed Offer is intended to serve as an “Evergreen” opinion, which will remain effective, and upon which DSHA may continue to rely, unless and until DSHA is notified in writing that it is no longer effective for any reason.

**Action Required to Participate**

- Complete the enclosed Offer to Participate
- Complete required exhibits
- Verification of Applicant’s Correspondent Lender Approval with Lakeview Loan Servicing LLC
- Mortgage Origination Master Agreement (MOMA), duly executed by your firm
- Obtain the required Opinion of Counsel
- Submit above documents along with the non-refundable application fee of \$3,000 (if approved, the fee will be credited toward the first year’s \$3,000 annual participation fee) to DSHA at:

Delaware State Housing Authority (DSHA)  
820 N. French Street, 10<sup>th</sup> Floor  
Wilmington, DE 19801

We look forward to your participation in the Program to provide affordable home ownership opportunities for the citizens of the State of Delaware.

**DELAWARE STATE HOUSING AUTHORITY  
SINGLE FAMILY MORTGAGE REVENUE BOND (SFMRB) PROGRAM**

**LENDER'S OFFER TO PARTICIPATE ("OFFER")**

THIS OFFER, AND THE ORIGINATION AGREEMENT (AS DEFINED HEREIN), WHEN ACCEPTED BY DSHA, TOGETHER CONSTITUTE THE AGREEMENT OF THE PARTIES RELATING TO THE DELAWARE STATE HOUSING AUTHORITY'S (DSHA'S) HOMEOWNERSHIP LOAN PROGRAM (THE "PROGRAM") AND EACH SHOULD BE READ IN THEIR ENTIRETY BY OFFEROR BEFORE SUBMITTING THIS OFFER.

Capitalized terms have the meaning(s) as defined in the Mortgage Origination Master Agreement, dated as of September 28, 2001, between DSHA and the undersigned (the "Origination Agreement").

Please submit the entire application packet to the following address:

Delaware State Housing Authority  
Carvel State Office Building  
820 North French Street, 10th Floor  
Wilmington, DE 19801  
Phone: (302) 577-5001  
Fax: (302) 577-5021

**"OFFEROR"**

Firm Name: \_\_\_\_\_

Location: City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Official Contact to receive all official notifications:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Phone :( ) \_\_\_\_\_ Fax :( ) \_\_\_\_\_

E-mail address: \_\_\_\_\_

1. Offeror hereby offers to participate in the Program as an Originating Lender and to use its best efforts to serve as an Originating Lender in accordance with the terms and conditions of

the Origination Agreement and the Program Notice relating to a particular applicable Program Installment, each of which is incorporated herein by reference.

2. Offeror has received and executed the Origination Agreement with DSHA, and has been, or expects to be, accepted by DSHA to participate in the Program as an Originating Lender thereunder, based upon its complete examination of this Offer and the Origination Agreement.
3. Offeror hereby ratifies, affirms, and warrants that its warranties, representations, and covenants made by it in the Origination Agreement are true and correct as of the date of execution by Offeror of this Offer, except as to matters stated by Offeror by addendum hereto.
4. To enable DSHA to consider the Offer, Offeror herewith delivers to DSHA the following:
  - (a) Two executed copies of this Offer to Participate;
  - (a) one executed copy of the Lender Profile (Exhibit A to the Offer to Participate);
  - (b) two executed copies of the Origination Agreement;
  - (c) one executed opinion of counsel to Offeror (in the form of Exhibit B to the Offer to Participate), if not previously provided on prior program;
  - (d) one executed copy of each Correspondent Designation Agreement (Exhibit C to the Offer to Participate) if proposing to originate Mortgage Loans through one or more Correspondent Lenders; and
  - (e) Program participation fee in the form of the Offeror's check in the amount of \$3,000 is hereby submitted with this Offer. In the event DSHA rejects or fails for any reason to accept this Offer, such Fee shall be promptly returned to the Offeror. Otherwise, such Fee shall be non-refundable and shall become the property of DSHA.
5. Offeror warrants, represents, and certifies that:
  - (a) all information it has provided in the Lender Profile is true and correct and contains no material misstatements or omissions of facts; and
  - (b) It is duly authorized and has the necessary power to make this Offer, and to participate in the Program in accordance with the terms and provisions of the Origination Agreement.
6. This Offer is unilateral and shall bind the Offeror upon acceptance and Notice of Acceptance by DSHA.
7. This Offer, and the Origination Agreement, together with the Program Notice relating to a particular Program Installment, constitute the contract relating to the origination of Mortgage Loans under such Program Installment by and among the Offeror, DSHA, and the Master Servicer designated by DSHA in the related Program Notice.

8. This Offer has no date upon which it must be received and approved by DSHA; however, Notice of Acceptance of the Offer must be issued by DSHA before Offeror may make any requests for Reservation of funds for Mortgage Loans to be originated by Offeror under any Program Installment.
9. Offeror hereby acknowledges that:
1. DSHA reserves the right to designate the Master Servicer relating to each Program Installment; and
  2. The Master Servicer so designated by DSHA reserves the right to disapprove Offeror as an Originating Lender for such Program Installment, in which event DSHA shall advise Offeror of any such determination by the Master Servicer prior to the applicable Start Date for submission of Mortgage Loan funding Reservation requests.

Dated this \_\_\_\_\_ date of \_\_\_\_\_, 20\_\_\_\_\_

for the above institution: \_\_\_\_\_

OFFEROR: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE OF ACCEPTANCE:**

THIS OFFER IS HEREBY ACCEPTED BY DSHA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_, IN ACCORDANCE WITH ITS TERMS.

DELAWARE STATE HOUSING AUTHORITY

By: \_\_\_\_\_

Housing Director

**EXHIBIT A**  
**of**  
**DELAWARE STATE HOUSING AUTHORITY**  
**SINGLE FAMILY MORTGAGE REVENUE BOND (SFMRB) PROGRAM**

**ORIGINATING LENDER PROFILE**

**Originating Lender:** \_\_\_\_\_

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

**Mailing Address (if different):** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

1. Form (check one):  
 National Banking Assoc.                       State Banking Assoc.  
 Federally Chartered S&L                       Mortgage Banker  
 Other

2. Errors & Omissions Insurance Coverage

Insurer Name: \_\_\_\_\_

Agent (if applicable): \_\_\_\_\_

Policy Expiration Date: \_\_\_\_\_

Coverage: \_\_\_\_\_

3. Fidelity Bond Coverage

Insurer Name: \_\_\_\_\_

Agent (if applicable): \_\_\_\_\_

Policy Expiration Date: \_\_\_\_\_

Coverage: \_\_\_\_\_

4. Approvals in Good Standing:

Seller:

FNMA Yes ( ) No ( )  
FHLMC Yes ( ) No ( )  
GNMA Yes ( ) No ( )

Servicer:

FNMA Yes ( ) No ( )  
FHLMC Yes ( ) No ( )  
GNMA Yes ( ) No ( )

FHA Direct Endorsement Mortgagee:

Yes ( ) No ( )

VA Automatic Underwriter:

Yes ( ) No ( )

Lakeview Loan Servicing LLC Correspondent Lender:

Yes ( ) No ( ) If *No*, please complete *Lakeview Loan Servicing Correspondent Lender Application*.

The "Originating Offices" listed on the "ORIGINATING OFFICES OF OFFEROR/ORIGINATING LENDER" will be originating Mortgage Loans on behalf of the Lender under the Program.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Lender: \_\_\_\_\_

BY: \_\_\_\_\_  
(Authorized Signature)

Printed Name & Title: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT B**  
**Of**  
**OFFER TO PARTICIPATE**  
**DELAWARE STATE HOUSING AUTHORITY**  
**SINGLE FAMILY MORTGAGE REVENUE BOND (SFMRB) PROGRAM**

**FORM OF OPINION OF COUNSEL TO ORIGINATING LENDER**

**Date:**

**Delaware State Housing Authority**  
**Carvel State Office Building**  
**820 N. French Street, 10<sup>th</sup> Floor**  
**Wilmington, DE 19801**

Dear Sir or Madam:

We have acted as counsel for (insert name of institution) (the “**Originating Lender**”), a (insert national banking association Federal or State savings and loan association or other applicable description) in connection with the agreement by the Originating Lender to originate loans pursuant to a Mortgage Origination Master Agreement by and among the Delaware State Housing Authority (“DSHA”), as “Issuer”, Wilmington Trust Company, Wilmington, Delaware, as “Trustee”, and the Originating Lender, dated as of September 28, 2001 (the “Origination Agreement”).

As Originating Lender’s counsel, we have examined, among other things, the following:

- a. the Invitation to Participate;
- b. the Offer to Participate (the “Offer”);
- c. the Origination Agreement; and
- d. all Correspondent Destination Agreements being submitted by Originating Lender.

We have also examined pertinent statutes and regulations; records, certified to our satisfaction, of the Originating Lender; certificates of public officials and of officers and representatives of the Originating Lender; and such other documents as we have deemed necessary as a basis for the opinions hereinafter expressed. In the course of such examination, we have assumed the genuineness of all signatures and the authenticity of all documents submitted to us as copies.

Based upon the forgoing, we advise you that, in our opinion:

1. The Originating Lender is a (insert national banking association Federal or State savings and loan association or other applicable description) duly organized and validly existing in good standing under the laws of (the United States or its state of organization) with full power and authority to (i) execute and deliver the Offer and the Origination Agreement

and each of the Correspondent Designation Agreement(s); (ii) perform its obligations thereunder; (iii) own its properties; and (iv) carry on its business as now being conducted.

2. The Originating Lender is duly qualified to do such business in the State of Delaware.
3. To our knowledge after due investigation with respect thereto, the Originating Lender is not under any cease and desist order of a similar nature temporary or permanent of any Federal or state authority that materially adversely affects the ability of the Originating Lender to perform its obligations under the Origination Agreement, nor are there any proceedings presently in progress or contemplated that would, if successful, lead to the issuance of any such order that, if issued, would materially adversely affect the ability of the Originating Lender to perform its obligation under the Origination Agreement.
4. The Originating Lender has duly authorized the execution and delivery of the Offer and the Origination Agreement and the Correspondent Designation Agreement, and no consent or approval or other action by any governmental body (other than DSHA and other consents and approvals already obtained) is required in connection with the execution and delivery, or performance under the Offer or the Origination Agreement and each of the Correspondent Designation Agreements are valid and binding upon the originating Lender enforceable in accordance with their terms, except to the extent enforcement thereof may be limited by bankruptcy, insolvency, or other similar laws affecting creditors' rights generally and except as enforceability may be affected by the availability of equitable remedies.
5. The execution and delivery of the Offer, Origination Agreement, and each of the Correspondent Designation Agreements and the performance of the Originating Lender's obligations thereunder (i) will not conflict with or result in a material breach of, or constitute a default under, the terms or provisions of any indenture, mortgage, deed of trust, commitment, loan agreement or other agreement or instrument to which the Originating Lender is a party or by which the Originating Lender is bound or to which any of the property or assets of the Originating Lender is subject; (ii) will not result in a violation of the provisions of the governing or organizing instruments of the Originating Lender; and (iii) will not result in a violation of any statute, order, rule, regulation, judgement or decree of any court or governmental agency or body to which the Originating Lender or any of its properties is subject.

DSHA and its trustee banks as may be chosen from time to time by DSHA, and its Master Servicer, as may be chosen from time to time by DSHA, shall each be entitled to rely upon this opinion. This opinion is given as of the date hereof and we do not undertake to advise you of any changes in facts, law, or circumstances that might hereafter arise and will immediately notify DSHA as may be required in the event we become aware the opinion provided contains material misstatements of our knowledge of the facts as the date hereof, Delivery of this opinion to a non-client does not create an attorney-client relationship.

Very Truly Yours,

/kdf  
Rev: 06/21/22



**EXHIBIT C**  
**of**  
**OFFER TO PARTICIPATE**  
**DELAWARE STATE HOUSING AUTHORITY**  
**HOMEOWNERSHIP LOAN PROGRAM**

**CORRESPONDENT LENDER DESIGNATION AGREEMENT**

THIS UNILATERAL AGREEMENT, made and entered into as of the date hereinafter subscribed, by the undersigned Offeror (the "Offeror") for the benefit of Delaware State Housing Authority, a public corporation and independent authority in the Executive Department of the State, duly organized and existing under the constitution and laws of the State of Delaware, and Wilmington Trust Company, a banking corporation and trust company duly organized and validly existing under and by virtue of the laws of the State of Delaware, acting as bond trustee (the "Trustee").

W I T N E S S E T H:

WHEREAS, DSHA intends to issue one or more series of its Single Family Mortgage Revenue Bonds (Homeownership Loan Program) (the "Bonds") pursuant to a General Bond Resolution, dated September 9, 1994, and one or more Series Resolution (collectively, "the Resolution"), for the purpose of financing its Homeownership Loan Program (the "Program"); and

WHEREAS, DSHA has adopted the Resolution for the issuance of the Bonds, pursuant to which DSHA, or the Servicer, as the case may be, will be empowered to purchase on behalf of DSHA Guaranteed Mortgage Securities backed by certain Mortgage Loans that have been originated under the Program by various Originating Lenders, and to purchase Mortgage Loans under the Program, subject, among other things, to the terms and conditions hereinafter set forth; and

WHEREAS, to assist in effectuating the Program, DSHA and each Originating Lender, including the undersigned Offeror, will have entered into a Mortgage Orientation Master Agreement, (the "Origination Agreement") governing the origination by the Originating Lenders of Mortgage Loans; and

WHEREAS, pursuant to the Origination Agreement, an Originating Lender is authorized to agree to accept and purchase Mortgage Loans from other lending institutions (acceptable to the Originating Lender and to DSHA) originating Mortgage Loans in accordance with the terms of the Origination Agreement, and Offeror desires to hereby designate certain other lending institutions in accordance with the authorization provided in the Origination Agreement;

NOW, THEREFORE, in consideration of the acceptance by DSHA of Offeror as an approved originator of Mortgage Loans for the Program as evidenced by their respective execution and delivery of the Origination Agreement with Offeror, and the mutual covenants therein provided, Offeror hereby accepts, designates, and agrees to purchase qualifying Mortgage Loans originated by the following named lending institution(s) that are hereby designated as Correspondent Lender(s) for the Program:

Name of Correspondent Lender	Office/Branch Location Address	Telephone

This Unilateral Agreement, and the above Correspondent Lender designation(s) by Offeror, shall be legally binding upon Offeror, and is made for the express benefit of DSHA and Trustee, and the above named Correspondent Lender(s), in accordance with the terms of the Origination Agreement for the duration of the Program; provided that Originating Lender may revoke the designation of any Correspondent Lender at any time by delivery of written notice of such revocation to DSHA and to the Correspondent Lender, such revocation not to be effective until received by DSHA and the Correspondent Lender.

Offeror hereby acknowledges that: (a) DSHA reserves the right to designate the Master Servicer relating to each Program Installment, and (b) DSHA, or the Master Servicer on behalf of DSHA, reserves the right to disapprove Offeror and any or all of its Correspondent Lenders as an Originating Lender for such Program Installment, in which event DSHA shall advise Offeror and Trustee of such determination by DSHA, or by the Master Servicer on behalf of DSHA, prior to the applicable Start Date for submission of Mortgage Loan funding Reservation requests.

IN WITNESS WHEREOF, Offeror has caused its name to be signed hereto by its duly authorized officers or representatives, with its seal thereof to be hereunto affixed, all as of the day of \_\_\_\_\_, 20\_\_\_\_.

OFFEROR

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Seal)

ATTEST

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Name/Signature/Date \_\_\_\_\_

Company Name:

Contact:

Location Address:

Mailing Address:

<b>Name:</b>		
<b>E-Mail:</b>		
<b>Phone: ( )</b>	<b>Fax: ( )</b>	
<b>Street:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Street/P.O. Box:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>

Company Name:

Contact:

Location Address:

Mailing Address:

<b>Name:</b>		
<b>E-Mail:</b>		
<b>Phone: ( )</b>	<b>Fax: ( )</b>	
<b>Street:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Street/P.O. Box:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>

Company Name:

Contact:

Location Address:

Mailing Address:

<b>Name:</b>		
<b>E-Mail:</b>		
<b>Phone: ( )</b>	<b>Fax: ( )</b>	
<b>Street:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Street/P.O. Box:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>

By listing the office location(s), you verify that the office location is approved to originate DSHA home ownership assistance programs. This office location and contact information will be listed in DSHA marketing materials and on our website.

Name/Signature/Date \_\_\_\_\_