



## ADDENDUM A (FHA)

This Addendum "A" for FHA Loan Correspondents ("Addendum") supplements, amends and is made part of the Wholesale Broker Agreement ("Agreement") between Interbank Mortgage Company ("Lender") and \_\_\_\_\_ ("Broker").

**WHEREAS**, Broker wishes to originate mortgage loan application packages for mortgage loans insured by the Department of Housing and Urban Development through the Direct Endorsement Program under Sections 203(b) and 234(c) of Title 24 of the Code of Federal Regulations ("Insured Mortgage Loans"); and

**WHEREAS**, Lender agrees to act as Sponsor of Broker as a Loan Correspondent for the origination and processing of applications for such Insured Mortgage Loans; and

**WHEREAS**, Lender and Broker wish to define the conditions pursuant to which Lender is willing to sponsor Broker and to make available the funds necessary to finance Insured Mortgage Loans submitted to and accepted by Lender pursuant to this Addendum.

**NOW THEREFORE**, Lender and Broker hereby agree to the following:

1. **DEFINITIONS.** All terms not otherwise defined herein shall have the meaning specified in the Agreement.
2. **FUNDING AGREEMENT.** Broker shall process and submit to Lender applications for Insured Mortgage Loans to be underwritten by Lender, all in accordance with the provisions specified in the Agreement. Lender agrees to fund Insured Mortgage Loans which meet Lender's then-current underwriting criteria and which meet all requirements for insurance under HUD's Direct Endorsement program. Approved Insured Mortgage Loans must be underwritten and closed in either Lender's or Broker's name in accordance with Federal, State, and Local requirements. At the closing of the Insured Mortgage Loan, Lender shall advance to the closing agent the amount necessary to fund the Insured Mortgage Loan.
3. **BROKER REPRESENTATIONS AND WARRANTIES.** In addition to the Broker representations and warranties in the Agreement, Broker hereby makes the following representations and warranties to Lender. Lender shall be deemed to have conclusively relied on the representations and warranties, regardless of any independent investigation Lender may have made or may hereafter make.
  - A. Broker has the power, authority and legal right to make, deliver and perform under this Addendum, and all of the transactions contemplated hereunder; and has taken all necessary action to authorize and execution, delivery and performance of this Addendum. The execution of this Addendum has been duly authorized and executed by Broker and is, or upon delivery will be, legal, valid and binding obligation of Broker enforceable in accordance with its terms, subject only to applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditor rights generally.
  - B. Broker has and will continue to comply with all of the requirements for approval by the Department of Housing and Urban Development ("HUD") as a Loan Correspondent mortgagee as set forth in 24 CFR Sections 203 (b) and 234 (c) as amended from time to time, HUD Handbook 4060.1 REV-1, as updated by applicable Mortgagee Letters, and Mortgagee Letter 94-47.
  - C. Neither this Addendum nor any statement, report, or other document furnished or to be furnished pursuant to this Addendum or in connection with the transactions contemplated hereby contains any untrue statement of fact or omits to state a fact necessary to make the statements contained therein not misleading.
  - D. To the extent that the mortgage activities contemplated in this addendum require federal, state or local licensing, registration or other approval, Broker has obtained such license, registration or approval and will maintain them in good standing at all times during the term of this Addendum.
  - E. Broker has performed all loan origination functions with respect to processing applications for Insured Mortgage Loans to be underwritten by Lender, other than those which are authorized by HUD to be performed by third parties.
  - F. Broker is authorized by HUD to originate and process applications for Insured Mortgage Loans in the jurisdiction where the property securing the Insured Mortgage Loan is located.

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4. Lender **REPRESENTATIONS AND WARRANTIES**. Lender is a mortgagee which holds a valid origination approval agreement with HUD, is approved to participate in the Direct Endorsement program and meets the applicable net worth requirements established by HUD. **QUALITY REVIEW**. Lender shall have the right to perform a quality control review of Broker's business activities related to the origination and processing of applications for Insured Mortgage Loans pursuant to this Addendum. Broker will, upon request, provide Lender with any documentation, including but not limited to financial records and audit reports, which Lender considers necessary to verify Broker's compliance with federal and state requirements for Loan Correspondents. Lender may, upon providing 5 days notice, conduct periodic on-site audits of Broker's business activities related to this Addendum. The audit will be conducted in compliance with normal and customary procedures and policies outlined by HUD. **WITHDRAWAL OF HUD APPROVAL**. Broker agrees to promptly notify Lender in the event that HUD terminates Broker as a Loan Correspondent or in the event that a loan correspondent agreement entered into between Broker and another Sponsor is terminated for any reason.
7. **INDEMNIFICATION**. Broker agrees to indemnify, defend and hold Lender harmless from and against any claims, penalties, loss, cost or damage, including but not limited to, reasonable attorney's fees and expenses incurred by Lender (or any successor or assign), arising out of Broker's failure to comply with any federal or state requirements, including but not limited to HUD/FHA requirements, for qualification and approval as a Loan Correspondent for origination and processing of applications for Insured Mortgage Loans, or arising out of Broker's failure to comply with each of its obligations for maintaining its status as an approved Loan Correspondent. This indemnification obligation shall be in addition to any obligation to indemnify Lender pursuant to the Agreement.
8. **AGREEMENT**. This Addendum shall be deemed to supplement and, to the extent it is inconsistent with the Agreement, to modify the Agreement. The Agreement shall remain in full force and effect the rights of the parties under this Addendum shall otherwise be governed by the Agreement and the terms and conditions thereof are incorporated herein by reference.
9. **TERMINATION**. The termination of the Agreement shall automatically terminate this Addendum. This Addendum may, in addition, be terminated in writing at any time by either party upon 10 days prior written notice; provided, however, that in the event that Lender, in its sole discretion, deems Broker to be in breach of any of the representations and warranties made herein, Lender may immediately terminate this Addendum without prior notice to Broker. However, the termination of this Addendum shall not automatically terminate the Agreement. In the event of a termination of this Addendum, Lender and Broker shall promptly notify HUD of such termination.
10. **ASSIGNMENT**. Broker may not assign this Addendum

IN WITNESS WHEREOF, this Addendum has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Broker**

**Interbank Mortgage Company**

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_