

April 11, 2022

To: Board of Directors

From: Heather Starzynski, Executive Director

Re: Loan Policy Temporary Amendment

In the absence of a licensed lender at NWWVT, we have partnered with Vermont State Employee Credit Union (VSECU) on Down Payment Assistance, Energy and Home Repair loans, and Heritage Family Credit Union (HFCU) on Down Payment Assistance loans. Both of these entities will sign agreements that allow for either party to terminate the agreement with a five business day notice.

It should be noted that we have agreed to terms in the attachment, whereas the licensed lenders will originate and close loans, as well as sign the form 1008 Transmittal, and as we continue to underwrite and process loans, I want to be sure to call out that the agreement explicitly notes that "NWWVT will assume full responsibility for all loans signed by [HFCU or VSEUC] originators".

As the Loan Policy indicates, we will continue to provide all loans to the Loan Committee and the board that are approved up to the \$200,000 mark. We will also have weekly discussions about our arrangement, processes and approvals with these partner lenders, with the Loan Committee and the Board as we progress through the next three months of the agreement.

## LOAN ORIGINATION AND CLOSING SERVICES AGREEMENT

This Loan Origination and Closing Services Agreement is made effective as of the 4<sup>th</sup> day of April, 2022, by and between **Rutland West Neighborhood Housing Services, Inc. d/b/a NeighborWorks of Western Vermont**, a Vermont non-profit corporation with offices located at 110 Marble St., West Rutland, Vermont 05777 (“**NWWVT**”) and **Vermont State Employees Credit Union**, a Vermont chartered credit union with offices located at 72 Seward Rd., Rutland, Vermont, 05701, (“**VSECU**”).

### RECITALS

- a. NWWVT is a non-profit corporation engaged in part in providing various forms of support and assistance to income eligible home purchasers and owners, including making secured and unsecured loans using the services of an in-house licensed lender.
- b. NWWVT expects to be without an in-house licensed lender for a period of time estimated to run from April 1, 2022, through July 1, 2022.
- c. VSECU is a Vermont chartered credit union engaged in part in making secured and unsecured loans using the services of in-house licensed lenders.
- d. NWWVT and VSECU have agreed that during the period of time NWWVT is without its own in-house licensed lender, VSECU will provide loan origination and closing services for NWWVT down payment assistance (DPA), energy and home repair loan customers under the licenses of VSECU licensed lenders on the terms and conditions set forth below.

Now therefore, in consideration of the mutual promises and covenants set forth herein, and one dollar and other good and valuable consideration, NWWVT and VSECU agree as follows:

- 1) During the period commencing on or about April 4, 2022 and ending on or about July 1, 2022, and for such additional period as the parties may agree upon in writing, VSECU agrees to

provide the loan origination and closing services specified below to NWWVT customers at no charge to NWWVT or NWWVT customers. NWWVT will assume full responsibility for all loans signed by VSECU originators. Such services VSECU will provide shall be by the following individuals under the following licenses:

- i. Jessica Cecot (DPA and Home Repair), NMLS License No. 1637386
- ii. Lisa LeSante (Energy), NMLS License No. 2086194
- iii. Valerie Beaudin (back-up), NMLS License No. 1530331

2) The specific loan origination and closing services to be provided by VSECU in connection with each loan are:

1. Loan origination

- a. Accepts loan package via email from NWWVT staff,
- b. Pulls customer credit report through NWWVT's loan origination software, Byte,
- c. Enters application information into Byte,
- d. Notifies NWWV by email when application is entered, and
- e. E-signs application.

2. 1008 Underwriting Transmittal

- a. VSECU will accept and sign the 1008 indicating that the loan is within the NWWVT underwriting guidelines.
- b. Uploads 1008 Underwriting Transmittal into NWWVT Byte Software system.

3. Closing

- a. E-signs Uniform Residential Loan Application (URLA) per request from NWWVT staff,
- b. Notifies NWWV by email when e-signing is complete.

3) The following services shall continue to be provided by NWWVT in connection with each loan:

1. Underwriting, including communication with customers throughout the loan process,
2. Processing, including communication with customers throughout the loan process and

including the facilitation of necessary communication on each loan with VSECU lenders.

4) Either party may terminate this agreement at any time by giving the other party five (5) business days prior written notice of termination.

5) Notice. Any notice required to be given by the terms of this Agreement shall be deemed duly served when deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, and properly addressed to the parties at the addresses set forth in the opening paragraph of this Agreement.

6) Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Vermont.

7) No Assignment. No party may assign this Agreement without the consent of the other parties.

8) Entire Agreement. This Agreement sets forth the full and complete understanding and agreement of the parties with respect to the subject matter hereof, supersedes all prior oral or written understandings and agreements, and may not be changed or modified except by a writing signed by the party against whom such change or modification is to be enforced.

In Witness Whereof, NWWVT and VSECU have executed this Loan Origination and Closing Services Agreement effective as of the day and year first above written.

NWWVT

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

Duly Authorized Agent

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

VSECU

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

Duly Authorized Agent

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