

## BULLETIN

**DU-ONLY VIA  
FEDERAL HOME LOAN BANK MPF® PROGRAM ADDENDUM  
Amending Desktop Underwriter Schedule  
(Non-Seller/Servicer (DU-Only) Version)**

Pursuant to your Fannie Mae Software Subscription Agreement (the “Agreement”), this Bulletin amends and restates in its entirety the DU-Only via Federal Home Loan Bank Mortgage Partnership Finance Program Addendum dated April 15, 2010 as set forth in the attached version of the Addendum (the “New DU-Only FHLB MPF Program Addendum”). All terms not defined in the New DU-Only FHLB MPF Addendum are defined elsewhere in the Agreement, including the Desktop Underwriter Schedule (Non-Seller Servicer (DU-Only) Version).

In addition to removing the reference to implementation fees and making minor edits made to the “Termination” provision, the New DU-Only FHLB MPF Addendum allows a PFI to use DU for purposes related to the MPF Program, in general, rather than limiting such use solely for purposes related to MPF Xtra. More specifically, the New DU-Only FHLB MPF Addendum includes the following changes:

SECTION/ TITLE	FORMER SECTION (if different)	DESCRIPTION OF CHANGE
<b>1—Eligibility for Access to Licensed Application</b>	—	The condition that the Licensee have an Active MPF Xtra Master Commitment in order to have access to the Licensed Application has been removed.
<b>2—Participation in MPF Arrangement</b>	—	<ul style="list-style-type: none"><li>➤ Licensee is no longer required to rep and warrant that it currently participates in and plans to continue with using the MPF Xtra product under the MPF Program and references to the “MPF Xtra Arrangement” in the prior version of the addendum have been revised to read the “MPF Arrangement.”</li><li>➤ In addition, Licensee now acknowledges and agrees that all rights established in the DU-Only Addendum are contingent on the Licensee’s participation in the MPF Arrangement, rather than the MPF Xtra Arrangement.</li></ul>
—	3—Implementation Fee Suspension	The suspension of the implementation fee has been lifted and, accordingly, the section has been removed in its entirety.

<b>3—Compliance with DU-Only Program Requirements</b>	4—Compliance with DU-Only Program Requirements	The reference to “a participant in the MPF Xtra Arrangement” in the prior version of the Addendum has been revised to read “a participant in the MPF Arrangement”.
<b>7—Amendments</b>	—	This new Section establishes that any future amendments of the DU Only FHLB MPF Program Addendum will be provided to Licensee via Bulletin and will become effective based on the terms and conditions provided in Section 10 (“Issue Bulletins; Addendum”) of the Master Terms.
<b>8—Termination</b>	7—Termination	<ul style="list-style-type: none"> <li>➤ This Section clarifies that Fannie Mae may terminate the Addendum once 90 days have passed from the date the notice of termination was received by the Licensee.</li> <li>➤ The parenthetical “(if any)” was inserted following the reference to Fannie Mae’s “Standard DU Implementation Fee” to signal that such fee may be or may not be assessed, as appropriate, in the event that the Licensee submits new Loans Casefiles to DU thirty or more days after a notice of termination is sent.</li> </ul>

The changes described above will become effective as of the Effective Date indicated on the first page of this Bulletin. All terms and conditions of the Agreement (as supplemented by the New DU-Only FHLB MPF Program Addendum) shall continue in full force and effect. In the event of any inconsistency between or among the provisions contained in the Agreement and the descriptions in this Bulletin, the provisions of the Agreement shall govern.

**DU-ONLY VIA  
FEDERAL HOME LOAN BANK MPF® PROGRAM ADDENDUM**

**Amending Desktop Underwriter Schedule  
(Non-Seller/Servicer (DU-Only) Version)**

This DU Only Via the Federal Home Loan Bank MPF® Program Addendum (the “DU-Only Addendum”) is incorporated into and shall be deemed to amend and supplement the Desktop Underwriter Schedule (Non-Seller/Servicer (DU-Only) Version) (the “DU-Only Schedule”).

**PART I**

**LICENSED APPLICATION/ADDITIONAL TERMS**

1. **Eligibility for Access to Licensed Application.** In accordance with and subject to the terms and conditions of the Fannie Mae Software Subscription Agreement, including its Master Terms and the DU-Only Schedule, as amended and supplemented by this DU-Only Addendum, Fannie Mae makes the Licensed Application available to Licensee as a PFI (as defined in Section 2 below) under the Federal Home Loan Bank MPF Program.
2. **Participation in MPF Arrangement.** Licensee represents and warrants that it (i) is a Federal Home Loan Bank Participating Financial Institution (“PFI”) in good standing, and (ii) intends to access Desktop Underwriter® (“DU”) pursuant to this DU-Only Addendum (together, the “MPF Arrangement”). Licensee acknowledges and agrees that all rights established in this DU-Only Addendum are contingent upon Licensee’s participation in the MPF Arrangement.
3. **Compliance with DU-Only Program Requirements.** Notwithstanding the terms of the Section of the DU-Only Schedule captioned “Compliance with Program Requirements,” Licensee shall not be required to meet the eligibility requirements of the Fannie Mae DU-Only Program, for so long as Licensee remains a participant in the MPF Arrangement.
4. **Recommendations.** Pursuant to the Section of the DU-Only Schedule captioned “Unauthorized Representations,” Licensee may inform a prospective purchaser of a mortgage loan underwritten with the assistance of the Licensed Application of the recommendations and related underwriting findings generated by the Licensed Application.
5. **Data.** Licensee acknowledges and agrees that Fannie Mae and the Federal Home Loan Bank of Chicago and Licensee’s related Federal Home Loan Bank may disclose and share information about Licensee as may be reasonably necessary from time to time to evidence, confirm or carry out the intent and purposes of this DU-Only Addendum. Licensee expressly authorizes and directs Fannie Mae to report to the Federal Home Loan Bank of Chicago and Licensee’s related Federal Home Loan Bank information concerning Licensee’s use of the benefits described herein, including but not limited to,

the number, dollar amount, performance and type of mortgage loans submitted to DU by Licensee.

6. **Wholesale Use.** Notwithstanding the terms of the DU-Only Schedule that provide for wholesale use of the Licensed Application and the functionality of the Licensed Application that facilitates communication and exchange of data between Licensee and Third-Party Originators, Licensee shall not use the Licensed Application for wholesale purposes or to communicate with Third-Party Originators.
7. **Amendments.** Without limiting the generality of the sub-section captioned "Issue Bulletins; Amendments" under Section 12 of the Master Terms, including its applicability to other components of the Agreement, any future amendments to this DU Only Addendum will be provided to Licensee via Bulletin and will become effective in accordance with the terms provided in that sub-section.
8. **Termination.** In addition to the provisions of the Section of the Master Terms captioned "Termination for Convenience", Fannie Mae may terminate this DU-Only Addendum upon ninety (90) days' notice to Licensee in the event that Licensee receives notice of termination of its status as a Federal Home Loan Bank PFI. During this notice period, Licensee shall be permitted to complete the analysis of existing Loan Casefiles in DU but shall not submit any new Loan Casefiles. In the event that Licensee submits any new Loan Casefiles to DU thirty (30) days or more after a notice of termination is issued under this provision, Licensee shall be required to pay Fannie Mae its then-standard DU Implementation Fee (if any).
9. **Conflicting Obligations.** Licensee represents and warrants to Fannie Mae that it does not have legal or contractual obligations to any third party, including but not limited to the Federal Home Loan Banks, that conflict with its obligations herein.

## **PART II**

### **PRICING**

There are no charges in addition to those imposed pursuant to the Section captioned "Fees, Taxes and Billing" of the Master Terms.