

COMMERCIAL/BUSINESS PURPOSE MORTGAGE BROKER

Account Executive: _____

Welcome to theLender’s Commercial/Business Purpose Property Mortgage Broker application process, also known as the “theStart” Program! Upon meeting our reasonable approval standards, theLender will provide your organization with log-ins and system access so that you can start to deliver commercial and business purpose property loans to us once approved!

Please provide each of the following documents:

- 1) Completed and signed Commercial/Business Purpose Property Mortgage Broker Application
- 2) Executed Commercial/Business Purpose Property Mortgage Broker Agreement
- 3) Completed W-9 Form*
- 4) Signed theLender Zero Tolerance Fraud Certification*
- 5) E&O Insurance, if applicable or required by state*
- 6) Signed Certifications and Authorization Form, which includes:
 - Broker Origination Compensation Agreement Certification
 - Background Check Certification
 - AML/BSA Policy Certification
 - Loan Fraud Zero Tolerance Policy Certification
 - Broker Affiliation Disclosure with Authorization
- 7) Corporate Resolution or Principal/Partner Authorization evidencing signature authority*
- 8) Articles of Incorporation, or other legal documents detailing ownership as applicable*
- 9) Completed Broker Contact List with names, numbers and e-mail addresses*
- 10) Completed Business Purpose Loan Sign Up form

*Do not need to provide if already approved for Consumer Loans



COMMERCIAL/BUSINESS PURPOSE MORTGAGE BROKER

Account Executive: _____

Business Channel: Commercial/Business Purpose Property Mortgage Loans

Company Information

Broker Corporate Entity Name: _____

DBA Names (if applicable): _____

State of Incorporation: _____ Date of Incorporation: _____

List of State Licenses Held (include) Licensing Numbers: _____

Address of Main Office: _____

List of Branch Offices and Locations: _____

Volume	Year	Units	Dollar Amount
Current Year:	_____	_____	_____
Prior Year:	_____	_____	_____

Company Owners and Principals

Name	Title	% of Ownership	Email	Phone
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



Key Contacts			
Name	Title	Email	Phone Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Certifications		
1. Has your company, or any of its Owners or Principals, been named as defendant in a lawsuit, or been involved in any litigation during the past ten (10) years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. Has any Owner or Principal with your company ever been convicted of a crime?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. Has your company, or any of its Owners or Principals, ever filed for protection from creditors under any provision of United States Bankruptcy laws within the past ten (10) years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4. Has your company, or any of its Owners, Principals or Loan Officers, ever had a company or individual mortgage lender/banker, mortgage broker, real estate or other professional license suspended, revoked or received any other disciplinary action from a federal or state regulatory agency?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5. Does your company have hiring policies and procedures that include a check for all employees, including management, who are involved in the origination of mortgage loans against the U.S. General Services Administration (GSA) excluded Parties List, the HUD Limited Denial of Participation List (LDP List), and the Federal Housing Finance Agency (FHFA) Suspended Counterparty Program (SCP) List?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6. Has your company, or any of its Owners, Principals or Loan Officers (i) had any formal complaints filed against them by a federal or state mortgage banking/broker regulatory authority; (ii) been found in violation of any mortgage banking/broker federal or state regulatory authority's statutes or regulations; or (iii) had an order entered against them by a federal or state mortgage banking/broker regulatory authority?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7. Has your company ever had unfavorable findings with regard to mortgage operations included in any audit, examination or report by FHA, VA, Fannie Mae, Freddie Mac or any regulatory, supervisory or investigative agency?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8. Have you been required to repurchase a loan(s) from a lender during the last twenty-four (24) months??	Yes <input type="checkbox"/>	No <input type="checkbox"/>

BUSINESS PURPOSE BROKER AGREEMENT

This **BUSINESS PURPOSE BROKER AGREEMENT** (the “Agreement”) is entered into as of this _____ day of _____, 20___ (the “Effective Date”), by and between Hometown Equity Mortgage, LLC dba theLender, a Missouri limited liability company with an address at 25531 Commercentre Drive, Suite 250, Lake Forest, CA 92630 (“Company”) and _____, a _____, with an address at _____ (“Broker”).

WHEREAS, Broker is in the business of marketing, soliciting, and processing business purpose, and commercial purpose mortgage loans;

WHEREAS, Company is in the business of funding business purpose, and commercial purpose mortgage loans;

WHEREAS, Company desires to partner with Broker to receive applications and loan documents from Broker for the purpose of funding such loans for borrowers who qualify for one or more loan programs offered by Company;

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. DUTIES OF BROKER

- A.** Broker will solicit complete loan applications (the “Application”) from potential borrowers (each, an “Applicant”) from prospective Applicants for applicable business purpose and commercial purpose loan programs (the “Programs”). Each Application shall be (i) executed by each Applicant, (ii) signed by an authorized representative of Broker, and (iii) submitted by Broker to Company.
- B.** Broker will communicate to potential Applicants information about the available Programs offered by Company, including the Programs’ terms and conditions.
- C.** Broker will submit Applications for Programs limited to loans that are (i) secured by real property that is of a commercial and business purpose nature, and which is not at any point in time a residence of a borrower who is, either directly or indirectly, obligated for such loan, or the family of such borrower, (ii) an “exempt transaction”, as intended and described in 12 CFR 1026.3(a), Reg. Z 226.3(a), and related appendices and official staff interpretations, (iii) not considered a consumer or consumer purpose (e.g., personal, family or household) loan under Applicable Law (as defined below), (iv) complies with the Program requirements; (v) funded by Company, and (vi) Originated (as defined below) by Broker (the “Loans”).
 - i. The term “Applicable Laws” means all federal, state and local laws, regulations, opinions, guidelines, and staff interpretations (including but not limited to the SAFE Act, the Federal Fair Housing Act, RESPA, the Truth in Lending Act, Regulation Z, the Equal Credit Opportunity Act, including, but not limited to, applicable notices of adverse action pursuant to Regulation B, the Consumer Credit Protection Act, the Flood Disaster Protection Act, the Depository Institution Deregulation Monetary Act, the Financial Institutions Reform Recovery and Enforcement Act, and the Federal Credit Union Act, all as amended from time to time), along with standard industry practice, that pertain to loan brokering, lending and servicing in the states or jurisdictions where the real property proposed on the Application to secure the Loan (the “Subject Property”) may be located.
 - ii. The term “Originated” means a representative of Broker signed an Application for the Loan.

- D. Broker shall not solicit or submit to Company Applications for loans that do not meet the definition of "Loan" above (loans other than those that fall under the "Loans" definition are herein referred to as "Consumer Purpose Loans").
- E. Broker shall, at all times with respect to the Application and the Loan, comply with all Applicable Laws and act in good faith and fair dealing with the Applicants.
- F. Broker will submit Applications to Company through Company's online portal and will obtain an acknowledgement of such submission through the portal.
- G. Broker will, in accordance with the Programs and Applicable Law, including but not limited to ability to repay standards, obtain documentation and information regarding Applicant's creditworthiness, and will submit such documentation and information to Company through the online portal.
- H. As applicable, Broker will communicate Applicants' desire to lock-in an interest rate to Company, and Broker will deliver Interest Rate Lock Agreements issued by Company to Applicants.
- I. Broker will keep Applicants apprised of the status of their Applications at all times.
- J. Broker will, at the request of Company, obtain additional information or take additional actions to facilitate the underwriting of an Application and the closing of the Loan.
- K. Broker will not solicit an Applicant obligated on a Loan to refinance such Loan during the six (6) month period following the date that Company (or a settlement agent working on behalf of Company) disbursed the proceeds of such Loan (the "Funding Date").
- L. Broker shall be exclusively responsible for all of its own costs and expenses in connection with Broker's business and its handling of Applications including but not limited to payments due its mortgage loan originators.

2. DUTIES OF COMPANY

- A. Company may, from time-to-time, authorize Broker to accept Applications that conform to the underwriting and other Program requirements of one or more Programs offered by Company, provided that Company may, at its sole discretion, change or discontinue any Program, or withdraw Broker's authority to accept Applications for one or more Programs, and further provided that Broker shall never be deemed to have been authorized to solicit or accept a Consumer Purpose Loan.
- B. Company will notify Broker of Company's interest rates for available Programs, provided that Company may change one or more of its interest rates at any time without prior notice by posting such change on its website, or by e-mailing such change to Broker, or by communicating such change to Broker by another reasonable method as selected by Company.
- C. With respect to a specific Application, Company will issue a written communication from Company to one or more Applicants, setting forth the interest rate and various other terms and conditions under which Company will fund the Loan (the "Interest Rate Lock Agreement") only if Company determines that a request for an Interest Rate Lock Agreement was underwritten and made in accordance with Company's policies, procedures, guidelines, and Program requirements.
- D. Company may, at its sole discretion, obtain appraisals from an appraisal management company approved by Company, as well as inspections, environmental reports and engineering reports.

- E. Company will underwrite Applications submitted to Company by Broker, at such time as Company receives such documentation and information as Company requires to perform an underwriting review.
- F. Upon underwriting an Application, Company will provide a written notice (the “Approval Notice”) to Broker to provide to the Applicant if the Application is approved, or otherwise will provide a written declination or suspension notice (“the Adverse Action Notice”); Approval Notices may include (i) conditions and stipulations that must be satisfied prior to the loan proposed by the Application (the “Proposed Loan”) being settled, and (ii) additional conditions and stipulations that must be satisfied prior to the Loan being funded. Broker will promptly and timely provide the Approval Notice or Adverse Action Notice to the Applicant.
- G. Once the Applicants have accepted an Approval Notice for such Loan, and provided that Company has determined that required pre-closing conditions and stipulations have been satisfied; Company will (i) prepare a note, security instrument and other loan documents for execution by the loan applicants, and as applicable by guarantors and non-borrower co-signors, and (ii) arrange for the closing of the Loan.
- H. Following closing of the Loan in a manner satisfactory to Company, and provided Company determines that all remaining, required conditions and stipulations have been satisfied, Company will fund the Proposed Loan.
- I. Company shall be under no obligation to approve any minimum number or percentage of Applications, or any Applications at all.

3. BROKER COMPENSATION

- A. Upon the funding of a Loan that was Originated by Broker, Company will pay Broker an amount equal to the amount set forth in the Broker Originator Compensation Certification (the “Broker Compensation”).
- B. Where and as allowed under Applicable Law, if the Applicants associated with a Loan have authorized that fees and points due Broker be deducted from Loan proceeds, then Company will deduct such fees and points as have been agreed by such Applicants from Loan proceeds and remit same to Broker.
- C. Broker may NOT be compensated by both Company and the Applicants in the same transaction, unless Applicant receives a disclosure clearly stating that compensation will be paid to Broker by both Company and the Applicant and such payment is allowed by Applicable Law.
- D. Broker will not steer an Applicant into a Loan or Program that will benefit the Applicant less than other loans or programs. Further, broker will not incentivize any of its employees to steer an Applicant into a Loan or Program that will benefit the Applicant less than other loans or programs.

4. REPRESENTATIONS AND WARRANTIES OF THE BROKER

Broker represents and warrants that as of the date of this Agreement, and as of each date on which Broker submits an Application to Company, and as of the Funding Date of any Loan, all of the following are true and active:

- A. Broker is duly organized and in good standing in the state of its formation, and qualified to conduct business in each state where a Subject Property is situated.

- B.** Broker, its employees, and all other persons required to be licensed under Applicable Law hold the requisite licenses to accept and process each Application; and Broker will notify Company if a license issued to Broker is revoked or a licensing authority determines not to renew a license issued to Broker.
- C.** Broker will not discuss any Program with prospective Applicants or solicit or accept Applications for any program, unless the program is a Program offered by Company and for which Company has expressly authorized Broker to utilize.
- D.** Upon Company's funding of a Loan, such Loan will be solely the property of Company, and Broker waives all claims of interest or ownership in such Loan, including the servicing of such Loan.
- E.** Broker has the requisite corporate authority, power and capacity to enter into this Agreement, and Broker's compliance with the terms and conditions of this Agreement will not violate the terms of any governing organizational instrument of Broker or any other instrument or agreement to which Broker is a party.
- F.** No Loan is subject to any right of rescission, set-off, counterclaim or defense, and none of the terms of any Loan and none of the rights thereunder are unenforceable, in whole or in part, on account of any action by Broker, and no such right or rescission, set-off, counterclaim or defense has been asserted by any borrower obligated on a Loan or by any third party.
- G.** No instance of fraud, misrepresentation or material omission occurred, exists, or was committed with respect to any Loan or Application.
- H.** Each Application submitted by Broker to Company is for a business, and/or commercial purpose, and no Applicant or family relationship thereof will live in the Subject Property. None of the Applications are for Consumer Purpose Loans.
- I.** All Applicable Laws, along with related rules and regulations, applicable to the Loans and this Agreement have been strictly complied with, including but not limited to the the Flood Disaster Protection Act, Truth-in-Lending Act (as to verifying that the loan is not a Consumer Purpose Loan), Equal Credit Opportunity Act, Anti-Money Laundering and all applicable statutes or regulations governing fraud, lack of consideration, unconscionability, consumer credit transactions, predatory and abusive lending, interest charges, and disclosure requirements.
- J.** In connection with Broker's activities in general, and at the time of each Loan submission, Broker has in place an effective written quality control plan/procedures, a specific process for resolving quality control discrepancies, and a method for tracking any and all corrective actions taken.
- K.** Without limiting any other provision of this Agreement, Broker shall not discriminate with respect to any Application and related Loan in violation of Applicable Laws. Broker acknowledges that Company: (i) has implemented a fair lending policy; and (ii) will monitor Applications for fair lending performance in conformity with its internal fair lending policy and with applicable laws and reserves the right to terminate this Agreement for Broker's failure to comply with any and all fair lending laws and regulations or Company's fair lending policies.
- L.** All fees charged to borrowers are appropriate and reasonably related to the value of the services rendered and comply with all Applicable Laws.
- M.** Broker shall provide each borrower with any and all disclosures it is required to provide pursuant to all Applicable Laws including, but not limited to, a Good Faith Estimate of charges the borrower is likely to incur in connection with the Loan settlement as required pursuant to RESPA and applicable regulations thereunder. Each such Good Faith Estimate shall be in form and substance acceptable to Company.

- N.** Broker shall conduct its affairs in connection with the Loans so as to avoid any ethical improprieties or conflicts of interest. Without limitation, Broker shall not have any direct or indirect ownership interest in any collateral for the Loan or any business or personal affiliation with, or ownership interest in, any third party vendors providing services with respect to the Loan... Broker shall disclose in writing upon Loan submission to Company any and all personal or monetary involvement in the transactions associated with or relating to the Loan.
- O.** All information submitted by Broker to Company in connection with the Loan Application, including all written materials and financial statements, is true, correct and complete.
- P.** Broker and/or Applicants for Loans submitted to Company by Broker, will, upon a request from Company, execute such documents and writings as are necessary to make the Loan saleable in the secondary mortgage market or eligible for securitization.
- Q.** Broker has no knowledge with respect to any Loan, the Applicants for the Loan, or the Subject Property, that can reasonably be expected to cause an institutional secondary mortgage market investor to regard the purchase of the Loan as an unacceptable investment, cause any Loan to become delinquent, or adversely affect the value or marketability of any such Loan.
- R.** All services provided, products sold and/or licensed, forms utilized, and/or compensation paid pursuant to this Agreement are (and will remain throughout the term of this Agreement) in compliance with Applicable Laws and this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF COMPANY

Company represents and warrants each of the following:

- A.** Company is duly organized and in good standing in the state of its formation and is authorized to conduct business in each state where it conducts business and offers Programs.
- B.** Company has the requisite corporate authority, power and capacity to enter into this Agreement, and Company's compliance with the terms and conditions of this Agreement will not violate the terms of any governing organization instrument of Company or any other instrument or agreement to which Company is a party.

6. COMPLIANCE MONITORING

- A.** Broker agrees that Company may monitor Broker's compliance with licensing laws and Broker's creditworthiness, including by subscribing to license compliance services and obtaining reports regarding Broker's credit.
- B.** Broker agrees that Company reserves the right to conduct a complete quality control audit on one or more Loans and Applications and may re-verify any documentation or information provided to support the creditworthiness of any Loan or Application, including but not limited to documentation and information regarding creditworthiness and appraised value. Company may, at its option, perform inspections of the Subject Property securing a Loan or of the Subject Property for an Application.
- C.** Broker shall maintain in its possession or control for Company's inspection on demand evidence of such compliance with respect to every Loan submitted to Company by Broker. Company, and any supervisory agents or examiners representing a state or federal governmental agency having jurisdictions over Company, shall have the right, at any time and after reasonable notice to Broker and without charge, to: (i) examine and audit Broker's books of account, records, reports, compensation plans, payroll records, policies and procedures, systems, and other documentation in any form in connect with any Loan; (ii) make copies and extracts thereof; and (iii) discuss the affairs

and accounts of Broker relating to such compliance with Broker's officers and employees, at such times and places and with such frequency as Company may reasonably requests.

- D. No later than ninety (90) days after the end of Broker's fiscal year, Broker shall deliver to Company Broker's annual financial statements, which will be prepared in accordance with general accepted accounting principles, and either be audited by a certified public accountant, or which will be executed by the Broker's President, Controller, Managing Member, General Partner or Sole Proprietor, and which will include both a balance sheet and an income statement for the fiscal year most recently ended. Upon Company's request, Broker shall provide additional information about its financial condition to Company in accordance with a request therefor from Company. Upon Company's request, Broker shall deliver to Company evidence that Broker is insured under an errors and omissions policy which names Company as an additional insured.
- E. Broker agrees to comply with applicable Programs and guidelines of Company. Company may change its Programs and guidelines from time-to-time without prior notice to Broker, and Company may inform Broker of changes to its policies and procedures in any reasonable fashion, including a posting on Company's website, or a communication delivered to Broker by e-mail.
- F. In the event any Loan funded by theLender hereunder is paid in full within 220 calendar days of the date such Loan was funded by theLender, the Broker shall, within 30 days after notice from theLender, pay theLender (a) an administrative fee plus the amount demanded by theLender, including all costs and expenses reasonably incurred by theLender, (b) the greater of (i) the equivalent of all monies received by Broker from Lender with regard to such loans as well as all monies that Broker received at the direction of borrower which borrower received from Lender in the form of credits or such fees as paid by Borrower to Broker as borrower-paid-compensation with regard to such loans or (ii) an amount equal to 100 basis points (1%) multiplied by the original Loan amount. No portion of any sums paid by Broker to Lender pursuant to the EPO may be charged back to the borrower by Broker.

7. BROKER INDEMNITY AND REPURCHASE OBLIGATIONS

- A. To the extent permitted by law, Broker hereby indemnifies and holds harmless Company and its past, present and future directors, officers, shareholders, employees, attorneys, agents, representatives, subsidiaries, affiliates and assigns, and holds them harmless from and against, any claims, losses, damages, demands, costs or other liabilities, including reasonable attorneys' fees and the costs of investigation, arising out of any of the following:
 - i. Broker's breach or failure to perform any of Broker's covenants, representations, warranties, agreements, duties and/or obligations arising under this Agreement;
 - ii. Any third party claims, including third party repurchase claims related to actions or inactions of Broker;
 - iii. Any acts, omissions or services provided by Broker, its agents, employees, representatives, attorneys, officers, directors, or partners;
 - iv. Any claim by a borrower or Applicant resulting from Company's failure or refusal to fund a loan, or
 - v. Any claim by any third party that Broker is a joint venture, partner, representative, employee or agent of or otherwise is affiliated with Company.
- B. Broker immediately shall notify Company if a claim is made by a third party with respect to this Agreement, Applications, or Loans, and Broker shall assume the defense of any such claim for which Broker is required to indemnify Company and pay all expenses in connection therewith, including counsel fees, and promptly pay, discharge and satisfy any judgment or decree which may be entered against it or the Company in respect of such claim. Company may elect, in its sole

discretion, to assume the defense of any such claim, and Broker shall pay all reasonable out-of-pocket expenses in connection therewith, including counsel fees and promptly pay, discharge and satisfy any judgment or decree which may be entered against it or Company.

- C. This indemnification and hold harmless provision shall survive the termination of this Agreement.
- D. If a Loan is a Purchase Remedy Mortgage Loan, then Company shall provide notice to Broker that Broker must repurchase such Loan, and Broker will purchase such Loan from Company. In such event, the purchase price that Broker will pay to Company will be the sum of (i) the unpaid principal owed on the Loan, plus (ii) accrued interest owing on the Loan, plus (iii) all lender paid compensation, if any, paid to Broker by Company with regard to the Loan as well as all monies that Broker received at the direction of borrower which borrower received from Lender in the form of credits or such fees as paid by Borrower to Broker as borrower-paid-compensation with regard to such loans, plus (iv) a repurchase fee plus (v) Company’s costs for collecting and securing the Loan including foreclosure costs, attorney fees, property preservation fees and advances for real estate taxes, insurance and other property expenses, plus (vi) any penalties or other amounts other than those listed above paid to third parties with respect to the repurchase.
- E. Company is hereby authorized, at any time and without presentment, demand, protest or other notice of any kind to Broker or to any other person, any such notice being expressly waived, to set off from any amounts due Broker from Company, any and all amounts due Company from Broker. This remedy is in addition to any other remedy Company may have at law or equity.
- F. “Purchase Remedy Mortgage Loan” means a Loan that (i) at the sole discretion of Company, after its consideration of relevant facts and circumstances, is the subject of a fraud, misrepresentation or material omission, (ii) a Loan with regard to which, Broker or any of its employees are not properly licensed if and as required under Applicable Law, (iii) a Loan that a third party requested Company repurchase and/or (iv) a Loan for which one (1) or more of the first six (6) payments due is paid more than thirty (30) days after the date on which such payment was due.

8. NOTICES

All notices given pursuant to this Agreement will be given in writing and will be deemed given to a party hereto when either (i) personally delivered at such party’s Notice Address (as defined below), (ii) addressed to a party’s Notice Address and deposited into the US Mail, using certified mail with return receipt service, with postage prepaid; or (iii) addressed to such party’s Notice Address and given, for overnight delivery service, to a nationally recognized overnight delivery carrier, provided the carrier, upon making a delivery provides proof of delivery, and further provided that charges due the carrier are either prepaid or put on account in a method that is satisfactory to the carrier, so that the carrier makes or attempts overnight delivery in its customary manner without delay for lack of payment.

The address for each of the parties to provide notice to the other party (for each, the “Notice Address”) is as follows:

Company:
Hometown Equity Mortgage, LLC dba theLender
Attn: Chief Compliance Officer
25531 Commercentre Drive, Suite 250 Lake Forest, CA 92630

Broker:



9. TERM AND TERMINATION

- A. This Agreement shall be effective as of the above-referenced date and shall continue until terminated by either party hereto. Either party hereto may terminate this Agreement at any time by giving written notice to the other party hereto at the Notice Address. If Company terminates this Agreement, such termination will be effective immediately, except with regard to Applications for which Company has issued an Interest Rate Lock Agreement. For each Application for which Company has issued an Interest Rate Lock Agreement, this Agreement shall continue, until the earlier of the Application (i) resulting in a funded Loan, (ii) Application being declined, or (iii) the expiration of the Interest Rate Lock Agreement for the Application.
- B. Notwithstanding the foregoing, if Company terminates this Agreement due to a breach by Broker of its obligations or promises hereunder or of a representation or warranty given herein, Company may, at its discretion, terminate this Agreement immediately upon giving notice of such termination to Broker.
- C. With regard to any Loan or Application; Broker's covenants, representations, warranties, agreements, duties and obligations set forth in this Agreement shall survive the termination of this Agreement. In addition, Broker's indemnification set forth in Section 7 hereof shall survive the termination of this Agreement.

10. CONFIDENTIALITY, PRIVACY AND SECURITY

- A. Broker acknowledges and agrees that confidential data and non-public personal information relating to Applicants, as well as Company's marketing, strategies, business operations, and business systems (collectively, the "Confidential Information") may come into Broker's possession in connection with this Agreement. Broker understands that Company is a is subject to a number of federal and state laws regarding the privacy.
- B. Broker shall maintain the confidentiality of and protect Company's Confidential Information in accordance with all relevant state and federal laws, regulations, rules and guidelines, including, but not limited to, the California Financial Information Privacy Act, the Gramm-Leach-Bliley Act of 1999, the Fair Credit Reporting Act, all applicable regulations related thereto, and the requirements imposed upon "service providers" (which shall include, without limitation, Broker's officers, agents, successors, and assigns) pursuant to Applicable Laws. Broker, on behalf of itself and its officers, employees, agents, successors and assigns, understands and agrees to implement, utilize, and maintain best industry practices to secure and protect Confidential Information from unauthorized access, destruction, use, modification, or disclosure, and agrees that it will not retain copies of any such information and that it will not use or disclose such Confidential Information to its commercial advantage or in any other manner except in the performance of this Agreement. In addition, Broker agrees that it will structure all practices, procedures, communications, and transactions involving the sharing and/or dissemination of information other than Transaction Information and Experience Information (as these terms are defined in the Fair Credit Reporting Act and all applicable regulations and interpretations applicable thereto) between Broker and Company such that Company will not be considered to be a "Consumer Reporting Agency" for purposes of the Fair Credit Reporting Act.

- C. If Broker is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena or other judicial, governmental or administrative process) to disclose any Confidential Information, Broker will provide Company with prompt written notice thereof so that Company may seek an appropriate protective order or waive, in such instance, compliance with the applicable provisions of this Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Broker, in the opinion of its counsel, is compelled to disclose Confidential Information, Broker may disclose that portion of the Confidential Information which its counsel advises it in writing that it is compelled to disclose. Broker expressly consents to the entry of a protective order with regard to this nondisclosure agreement, it being understood that mere money damages would be insufficient in the event of a breach of this Section.
- D. Broker shall have an internal written security program in place at all times that shall reflect and require compliance with Broker's obligations pursuant to this Section. The security program shall comply with Applicable Laws and meet or exceed industry standards.
- E. For electronic communications, Company and Broker will only transmit Confidential Information to each other in an encrypted format. Broker will store all Confidential Information in a manner which utilizes the highest level of security available, including, without limitation, industry standard or higher encryption for electronically-stored Confidential Information.
- F. Except as otherwise provided by Applicable Laws governing Broker's record retention requirements, Broker shall immediately, permanently, and irretrievably destroy, delete, and erase all hard copy and all electronically-stored Confidential Information once use of such Confidential Information is no longer required pursuant to the terms of this Agreement in accordance with Applicable Laws, including the FTC's Final Regulation on Consumer Information and Records Disposal (16 CFR 682), and certify in writing within thirty (30) days that it has done so. In the event that there is a breach of Broker's systems which in any way involves Confidential Information, Broker shall take appropriate action prevent further unauthorized access to or use of Company's Confidential Information, including, but not limited to, providing immediate written notice to Company and conducting a prompt and thorough data security investigation to determine the nature, extent, and duration of the security breach.
- G. Broker agrees to indemnify and hold Company harmless in the event of a breach of this confidentiality agreement in any manner by Broker or its officers, employees, agents, successors, and assigns.
- H. Company (and/or its regulator(s)) may, at any time during the term of this Agreement and upon reasonable notice to Broker, inspect Broker's practices and controls and/or require reasonable documentation from Broker to verify that Broker has complied with its obligations pursuant to this Section.
- I. The parties agree that this Section shall survive the termination of this Agreement.



11. MISCELLANEOUS PROVISIONS

- A.** No waiver or modification of this Agreement shall be valid unless executed in writing by both parties hereto. Notwithstanding the foregoing, Company reserves the right, at its sole discretion, to amend, update, and modify the Agreement as necessary to comply with Applicable Law.
- B.** Any waiver or breach of any term or condition of this Agreement shall not be deemed a waiver of any other or subsequent breach, whether of a like or different nature.
- C.** In the event of litigation between the parties hereto, the prevailing party shall be entitled to recover its attorneys' fees from the other party. For the purposes hereof, the prevailing party shall be such party as is awarded or receives any monetary amount from the other party, irrespective of whether such amount is de minimis, and irrespective of whether receipt is a result of trial, arbitration or settlement.
- D.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California without regard to conflict of law provisions, and broker agrees to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the State of California, County of Orange. Broker hereby waives application of diversity of citizenship and expressly waives application of inconvenient forum.
- E.** A copy or copies of this Agreement, and/or electronic or facsimile reproductions of this Agreement may be used for any and all purposes and such copies and/or electronic or facsimile reproductions will have the same force and effect of a fully executed, original document.
- F.** The section and sub-section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- G.** This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, representations and understandings of the parties hereto whether written or oral.
- H.** Nothing in this Agreement shall create or be deemed to create a partnership, joint venture, agency or employment relationship between Company and Broker, and Broker will not hold itself out as a branch or affiliate of Company and will not represent that it can bind Company.

[SIGNATURE PAGE(S) IMMEDIATELY FOLLOW]



BY SIGNING BELOW, the parties hereto have executed this Agreement as of the Effective Date.

COMPANY

Hometown Equity Mortgage, LLC DBA theLender

Signature: _____

Printed Name: Alan Vidal

Title: Chief Compliance Officer

Date: _____

BROKER

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Broker Originator Compensation Agreement Certification:

Broker/Principal certifies by execution of this application that the Broker Origination Compensation Certification has been reviewed and Broker/Principal agrees to the terms and conditions of this Certification. Broker Originator Compensation Certificate (see page 16)

Background Check Certification

Broker certifies that it has an effective policy in place for performing background checks on all its employees, compliant with Applicable Laws (as defined in the Commercial/Business Purpose Property Mortgage Broker Agreement) and performs periodic reviews to ensure compliance with such policy.

BSA/AML Policy Certification

Broker certifies that it has an effective anti-money laundering policy and training in accordance with the Bank Secrecy Act (commonly known as “BSA/AML”) and performs periodic reviews to ensure compliance with such policy.

Loan Fraud Zero Tolerance Policy Certification

Broker certifies that it has an effective zero tolerance loan fraud policy in place and performs periodic reviews to ensure compliance with such policy. Applicant has read theLender’s Loan Fraud Zero Tolerance Policy and understands theLender’s position on “Loan Fraud.” Loan Fraud Zero Tolerance

Broker Affiliation Disclosure with Authorization

Broker and each of the undersigned persons hereby authorize theLender to obtain references and similar background information to be used for evaluation of the Broker’s eligibility to do business with theLender.

Principal Owners/Broker of Record: *(Attach additional pages if necessary).* **Percent of ownership must total 100%. If ownership is not individual, please provide ownership down to the individual level. Include Broker of Record, even if no ownership interest.**

Name	Title	SSN	Date of Birth	State of Residence	Percent of Ownership	Signature

Broker authorizes and certifies to the above-listed certifications and certifies that all information provided to theLender in connection with this application is accurate and agrees to update theLender in the event that any such information changes in any material respect.

Company’s Legal Name: _____

Typed Name and Title of Authorized Officer: _____

Signature of Officer: _____

Date: _____

Email: _____



Broker Originator Compensation Certification

To accept loan applications that a Broker submits to Hometown Equity Mortgage, LLC, dba theLender (further referred to as "theLender")

Broker represents, warrants and covenants to theLender that:

1. Broker does not steer and does not incentivize its employees to steer borrowers into loan programs that are less beneficial to the borrower than other programs.
2. Broker understands all applicable laws, regulations, laws, and the applicable theLender loan program ("collectively, the "Requirements") related to commercial and business purpose loans, has effective policies and procedures in place to address the Requirements, and will comply with the Requirements.
3. Broker understands the difference between a consumer purpose loan and business purpose loan and will make certain that no loans submitted to theLender related to this loan application are consumer purpose loans that require compliance with TILA or RESPA.
4. Broker will not act in a manner that will violate deceptive trade practice or similar laws.
5. Broker acknowledges that total points and fee including Lender fees are not to exceed 5 points.

SO AGREED:

BROKER

Signature: _____

Printed Name: _____

Title: _____

Date: _____



AUTHORIZATION TO OBTAIN SCREENING INFORMATION

By providing my signature below, I hereby authorize Hometown Equity Mortgage, LLC dba theLender (hereinafter referred to as “theLender”) to verify information provided in the Commercial/Business Purpose Mortgage Loan Broker Approval Application.

By providing my consent below, theLender is also authorized to submit the name of the Company, and all employees of the company, for screening through any mortgage industry background database, including but not limited to, LexisNexis, FraudGuard, and/or the Mortgage Asset Research Institute (“MARI”).

By signing below, I/we hereby release, discharge and hold harmless any person or entity providing information to theLender in connection with applying to become an approved Commercial/Business Purpose Loan Broker with theLender and any recipient of such information, including theLender, from any and all liability arising from or in connection with the furnishing, receipt, and review of such information.

Company Corporate Entity Name: _____

Address: _____

FEIN: _____

Principal / Owner Name:	
SSN:	
Address:	
Phone Number:	
Date of Birth:	
Ownership Percentage:	
Signature:	
Date:	



Principal / Owner Name:	
SSN:	
Address:	
Phone Number:	
Date of Birth:	
Ownership Percentage:	
Signature:	
Date:	

Principal / Owner Name:	
SSN:	
Address:	
Phone Number:	
Date of Birth:	
Ownership Percentage:	
Signature:	
Date:	

Principal / Owner Name:	
SSN:	
Address:	
Phone Number:	
Date of Birth:	
Ownership Percentage:	
Signature:	
Date:	

** Please use additional sheets as necessary to provide information for additional Owners/Principals.



Loan Fraud Zero Tolerance

Broker and its employees must be aware that the company/broker/principal(s) bear the responsibility for all actions of its employees or licensees. Broker is responsible for the content, quality and accuracy of each application taken and each loan submitted to Hometown Equity Mortgage, LLC, dba theLender.

THE SUBMISSION OF A LOAN APPLICATION CONTAINING FALSE INFORMATION IS A CRIME!

TYPES OF LOAN FRAUD

1. Submission of inaccurate information, including false statements on loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit or asset information, personal information including identity, ownership/non-ownership of real property, etc.
2. Forgery of partially or predominantly accurate information.
3. Incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated in the security instrument or occupancy affidavit.
4. Lack of due diligence by loan officer/interviewer/processor, including failure to obtain all information required by the application and failure to request further information as dictated by Borrower’s response to other questions.
5. Unquestioned acceptance of information or documentation which is known, should be known, or should be suspected to be inaccurate.
 - A. Simultaneous or consecutive processing of multiple owner-occupied loans from one applicant supplying different information on each application.
 - B. Allowing an applicant or interested third-party to “assist” with processing the loan.
6. Loan Officer’s non-disclosure of relevant information.

CONSEQUENCES

The effect of “Loan Fraud” is costly to all parties involved. Hometown Equity Mortgage, LLC, dba theLender stands behind the quality of its loan production. Fraudulent loans cannot be sold into the secondary market and, if sold, could require repurchase by Hometown Equity Mortgage, LLC, dba theLender. Fraudulent loans damage our reputation with our investors and mortgage insurance providers, and could cause Hometown Equity Mortgage, LLC, dba theLender’s selling privileges to be suspended and/or terminated by its investors.

The price paid by those who participate in “Loan Fraud” is even more costly. The following is a list of a few of the potential consequences that may be incurred.

(Continued on next page)



Loan Fraud Zero Tolerance

Consequences to Broker

1. Criminal prosecution.
2. Loss of state licensing to perform mortgage loans.
3. Loss of lender/investor access due to exchange of information between lenders, mortgage insurance companies including submission of information to investors, police agencies, and state regulating agencies.
4. Civil Action by applicant/borrower or other parties to the transaction.
5. Agreement to indemnify and hold harmless Hometown Equity Mortgage, LLC, dba theLender.
6. Loss of HUD approval.
7. Loss of funding facilities.

Consequences to Broker Employees

1. Criminal prosecution.
2. Civil action by Hometown Equity Mortgage, LLC, dba theLender.
3. Civil action by other parties to a Transaction, such as borrower, seller or real estate agent/broker.
4. Agreement to indemnify and hold harmless Hometown Equity Mortgage, LLC.
5. Employee termination.
6. Loss of professional license, if any.

The undersigned has read the foregoing and understands Hometown Equity Mortgage, LLC, dba theLender’s position on “Loan Fraud.”

Initial: _____ Date: _____



This Addendum to Broker Agreement (“Addendum”) is entered into by and between Hometown Equity Mortgage, LLC (“Lender”), and the mortgage broker identified below (“Broker”) (hereinafter collectively referred to as the “Parties”) as of the date execution stated below.

Recitals

- A. Broker entered into that certain Broker Agreement (“Agreement”) with Lender, dba theLender and currently is an Approved Broker of Lender.
- B. Broker may from time to time submit application packages for residential mortgage loans to Lender, operating as Hometown Equity Mortgage, LLC, for underwriting review, and possible funding under the terms and conditions of the Agreement.

NOW THEREFORE, in consideration of the RECITALS set forth above and subject to the mutual promises and covenants set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Binding Effect. The Agreement, and any amendments or addendums thereto, shall apply to mortgage loan applications submitted to Lender in any name in which Lender does business.
- 2. Lender Paid Compensation. For any loan submitted to Lender that Broker requests to be paid by Lender, and in accordance with Regulation Z (12 CFR Part 226). Broker shall be compensated in the same amount as specified in their then current lender paid compensation election, regardless of the name in which Lender is doing business.
- 3. Continuing Effect. This Addendum shall not affect Broker’s or Lender’s rights and obligations with respect to any loans submitted or funded under the Agreement.

Executed as of _____

LENDER

Broker

Alan Vidal, Chief Compliance Officer

By _____

Title _____



I want to do Business Purpose Loans in the States indicated below. I Certify that I have complied with each State's compliance requirements.

Please sign me up!

- | | |
|---|--|
| <input type="checkbox"/> ALASKA | <input type="checkbox"/> MONTANA |
| <input type="checkbox"/> ALABAMA | <input type="checkbox"/> NEBRASKA |
| <input type="checkbox"/> ARIZONA | <input type="checkbox"/> NEVADA |
| <input type="checkbox"/> ARKANSAS | <input type="checkbox"/> NEW JERSEY (you rep and warrant you are authorized to conduct business and offer programs in this state.) |
| <input type="checkbox"/> CALIFORNIA | <input type="checkbox"/> NEW HAMPSHIRE |
| <input type="checkbox"/> COLORADO | <input type="checkbox"/> NEW MEXICO |
| <input type="checkbox"/> CONNECTICUT | <input type="checkbox"/> NEW YORK (you rep and warrant you are authorized to conduct business and offer programs in this state.) |
| <input type="checkbox"/> DELAWARE | |
| <input type="checkbox"/> DISTRICT OF COLUMBIA | |
| <input type="checkbox"/> FLORIDA | <input type="checkbox"/> NORTH CAROLINA |
| <input type="checkbox"/> GEORGIA | <input type="checkbox"/> NORTH DAKOTA |
| <input type="checkbox"/> HAWAII | <input type="checkbox"/> OHIO |
| <input type="checkbox"/> IDAHO | <input type="checkbox"/> OKLAHOMA |
| <input type="checkbox"/> ILLINOIS | <input type="checkbox"/> OREGON |
| <input type="checkbox"/> INDIANA | <input type="checkbox"/> PENNSYLVANIA |
| <input type="checkbox"/> IOWA | <input type="checkbox"/> RHODE ISLAND |
| <input type="checkbox"/> KANSAS | <input type="checkbox"/> SOUTH CAROLINA |
| <input type="checkbox"/> KENTUCKY | <input type="checkbox"/> SOUTH DAKOTA |
| <input type="checkbox"/> LOUISIANA | <input type="checkbox"/> TENNESSEE |
| <input type="checkbox"/> MAINE | <input type="checkbox"/> TEXAS |
| <input type="checkbox"/> MARYLAND | <input type="checkbox"/> UTAH |
| <input type="checkbox"/> MASSACHUSETTS | <input type="checkbox"/> VIRGINIA |
| <input type="checkbox"/> MICHIGAN | <input type="checkbox"/> WASHINGTON |
| <input type="checkbox"/> MINNESOTA | <input type="checkbox"/> WEST VIRGINIA |
| <input type="checkbox"/> MISSISSIPPI | <input type="checkbox"/> WISCONSIN |
| <input type="checkbox"/> MISSOURI | <input type="checkbox"/> WYOMING |

BOLD = State requires licensing

Company represents and warrants each of the following:

- A.** Company is duly organized and in good standing in the state of its formation and is authorized to conduct business in each state where it conducts business and offer Programs.

Signature

Date



Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)	
6 City, state, and ZIP code			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-			-			
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CORPORATE RESOLUTION (CORPORATION/LIMITED LIABILITY COMPANY)

(Complete either this Corporate Resolution or the Principal/Partner Authorization on the following page. Complete the Principal/Partner Authorization if you are a sole proprietorship or partnership.)

WHEREAS _____ (the "Company") has determined that it is in the

best interest of the Company to participate in Hometown Equity Mortgage, LLC, dba theLender's ("theLender") Wholesale Lending Program. The undersigned, **(Person)** _____, Secretary of the Company, a **(State of Formation)** _____, corporation/limited liability company, does hereby certify that the following is a true and correct copy of the resolutions adopted at a meeting of the Board of Directors/Board of Managers of the Company on _____, and that said resolutions remain in full force and effect as of the date hereof.

RESOLVED, that in connection with the application and related documents submitted herewith for the Wholesale Lending Program, the proper officer(s) of the Company be, and hereby are, authorized, empowered and directed to execute for and on behalf of the Company the Agreement and any other documents or agreements entered into from time to time by and between Hometown Equity Mortgage, LLC, dba theLender and the Company to transact the proprietary business of originating mortgage loans for funding consideration;

RESOLVED FURTHER, that the proper officer(s) of the Company be and they hereby are, authorized, empowered and directed to execute and deliver such further instruments, certificates, letters and all other documents and papers contemplated by the Agreement and generally to do such acts and take such other actions as they deem necessary or advisable in order to carry out and perform the purposes and intent of the foregoing resolutions.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company this

_____ day of _____, 20_____.

Signature of Secretary

Name

Date

Typed Name

Title

Signature

