

## Consumer Loans Wholesale Broker “theStart” Checklist

Account Executive \_\_\_\_\_

Welcome to theLender application process, also known as the “theStart.” Upon meeting the minimum approval standards, theLender will provide your organization with log-ins and system access so you can start to deliver loans immediately.

### REQUIRED TO BE APPROVED

- Completed Start Application and Executed Certification and Authorization**
- Mortgage Loan Broker Agreement**
- Corporate Resolution or Principal Partner Resolution.** If not available, select link and complete
  - Corporate Resolution
  - Principal Partner Resolution
- W9** - [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf) **Note:** Please utilize most recent version in the link provided
- Company Contact List** - Complete list of all loan officers, processors, and managers - NAMES, DIRECT NUMBERS, AND EMAILS
- QC Plan:** Provide QC plan
- Resumes** of all principals
- Financial Statements:** Include copies of most recent balance sheet and accompanying income statement, dated within the last 90 days, certified/signed by the financial officer of the company
- E & O/Fidelity Bond.** Copies of current policies, including declarations pages, of coverage as required by individual state, if applicable.
  - Check here if E&O is not required for state of incorporation and is not available**
- VA Sponsorship Payment:** If requesting VA sponsorship, include \$100 check
- Other** - Additional information may be requested, including letters of explanation or documentation based on review.

All supporting documents should be emailed to: **BrokerApprovals@theLender.com**. Please include your company’s exact legal name on each page to expedite processing.

### theSTART APPLICATION: I. General Information and Approval Set Up

<b>Company’s Legal Name as it Appears in NMLS:</b>		<b>NMLS ID:</b>	
<b>Company DBA, if any:</b>	<b>Administrator Name for Log-Ins:</b>		<b>Admin Email:</b>
<b>Broker of Record:</b>			
<b>Physical Street Address:</b>		<b>City, State and Zip Code:</b>	
<b>Phone:</b>		<b>Web Site URL:</b>	
<b>Date Company Formed/Incorporated:</b>		<b>State of Incorporation:</b>	
<b>State Licensing:</b> States approved in NMLS will be automatically added to company profile, unless specified below. Please list any states that require omission from set-up:			
If Company is licensed in California, please check: <input type="checkbox"/> CA BRE <input type="checkbox"/> CA CFL			
Please Check All Product Approvals Requested: <input type="checkbox"/> Conv <input type="checkbox"/> FHA <input type="checkbox"/> VA <input type="checkbox"/> USDA <input type="checkbox"/> Jumbo / Non-Agency			
VA Sponsorship: Provide VA ID Number, if previously issued by VA:			



### II. Production Volume List Most Recent 12 Months Production Information

Conventional	#	\$	VA	#	\$
Jumbo	#	\$	USDA	#	\$
FHA	#	\$	Other	#	\$

### III. Processing and Broker Affiliates – Required for User Set-Up and Disclosures

How is applicant's processing completed?	In House	Outsourced to 3rd Party	Both
If processing is outsourced to a 3rd party, complete:	Processing Company's Legal Name		
	Company's Address		
	Phone Number		
	NMLS		

You are required to disclose to theLender, all affiliate relationships. An affiliate is any company that controls, is controlled by, is under common control with another company, or has direct or indirect influence over the management or policies of the company. Such as Title, Escrow, Settlement Service Providers, Appraisal Companies, Real Estate Firms, Credit Reporting Agencies, and Brokerages. Please select one of the following:

No - Applicants who select No attest to the fact that he or she is not associated with any affiliated companies.  
 Yes - Applicants who select Yes - Please specify:

### IV. Certifications: By Execution of this application, Broker/Principal certifies that:

- Each representation related to Broker or any owner of Broker in the Broker Agreement is true and correct.
- Except as disclosed to lender on a separate attachment, Applicant has in place each of the following:

- A policy in place for performing background checks on all its employees, compliant with Applicable Requirements
- A compliant AML policy and training in accordance with the Bank Secrecy Act (altogether, "BSA/AML").
- A SAFE Act policy in place and procedures with training for its employees.
- A zero tolerance loan fraud policy in place. Applicant has read theLender's Loan Fraud Zero Tolerance Policy and understands theLender's position on "Loan Fraud." Loan Fraud Zero Tolerance.

### Authorization for Verification of Credit and Business References

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. Such evaluation may include a credit bureau report or similar reports. **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	% of Ownership	Signature

Broker 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: \_\_\_\_\_

### V. Broker Originator Compensation Agreement

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.

The Following Compensation Plans are available.

- Mortgage Broker selects the following lender paid compensation plan and flat fee dollar options

LENDER PAID OPTION	FLAT FEE DOLLAR OPTIONS	NO FLAT FEE OPTION
1.000%	\$500	No Flat Fee
1.125%	\$500	No Flat Fee
1.250%	\$500	No Flat Fee
1.375%	\$500	No Flat Fee
1.500%	\$500	No Flat Fee
1.625%	\$500	No Flat Fee
1.750%	\$500	No Flat Fee
1.875%	\$500	No Flat Fee
2.000%	\$500	No Flat Fee
2.125%	\$500	No Flat Fee
2.250%	\$500	No Flat Fee
2.375%	\$500	No Flat Fee
2.500%	No flat amount permitted	No flat amount permitted
2.625%	No flat amount permitted	No flat amount permitted
2.750%	No flat amount permitted	No flat amount permitted

\* No flat fee amount permitted for the 2.500%, 2.625% and 2.750% Compensation selections

**Mortgage Broker selects the following minimum dollar thresholds:**

No minimum dollar thresholds selected.

Minimum of \$1,500.

**Mortgage Broker selects the following maximum dollar thresholds:**

No maximum dollar thresholds selected.

Maximum of \$20,000.





**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](#)

**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.

**SAFE Act Policy Certification**

Broker certifies that it has an effective SAFE Act policy and training 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 certifies to the certifications listed above 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:**

All blanks must be completed. Please insert N/A if a question is not applicable. All forms within this application must include your company's legal name and license, where requested. Do not use any AKAs or abbreviations when completing these documents.

## VIII. Loan Fraud Zero Tolerance

All Loan Officers must be aware that the company/broker/principal(s) bear the responsibility for all actions of its employees or licensees. The Loan Officer 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.

#### Consequences to Company

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 Loan Officer

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 dba theLender.
5. Employee termination.
6. Loss of professional license, if any.
7. Adverse effect on credit history.

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

Initial:

## CONSUMER MORTGAGE LOAN BROKER AGREEMENT

This Consumer Mortgage Loan Broker Agreement (the "Agreement") is made as of \_\_\_\_\_ (the "Effective Date"), by and between (Company's Legal Name) \_\_\_\_\_, ("Broker") and Hometown Equity Mortgage, LLC dba theLender.

Hometown Equity Mortgage, LLC dba theLender and Broker desire to establish a nonexclusive relationship whereby Broker may from time to time solicit, negotiate, package, process, originate and, pursuant to the terms and conditions of the Contract Documents, defined below, as amended from time to time, submit Application Packages to Hometown Equity Mortgage, LLC dba theLender for underwriting, approval, and funding consideration, and which Application Packages may be accepted by Hometown Equity Mortgage, LLC dba theLender in Hometown Equity Mortgage, LLC dba theLender's sole discretion. The Parties hereby agree as follows:

1. Defined Terms. Terms used in this Agreement shall have the meanings specified herein and in the Guide.

2. The Guide. The Loans hereunder shall conform with all applicable provisions and requirements of (a) this Agreement, (b) any addenda to this Agreement (the "Addenda"), (c) Hometown Equity Mortgage, LLC dba theLender's Representations and Warranties and any other documents or agreements entered into from time to time by and between the Broker and Hometown Equity Mortgage, LLC dba theLender (collectively, the "Guide"), (d) any program announcements, bulletins, alerts or other updates issued by Hometown Equity Mortgage, LLC dba theLender and made accessible to Broker from time to time (the "Announcements") (the Agreement, the Addenda, the Guide and the Announcements, each as may be amended or revised from time to time hereafter, are hereinafter collectively referred to as the "Contract Documents.") The Contract Documents including the Guide are incorporated into this Agreement by reference and made a part of this Agreement. The Broker agrees to comply in all respects with the terms and requirements of the Contract Documents. Hometown Equity Mortgage, LLC dba theLender reserves the right to amend or modify the Guide and the Announcements from time to time hereafter in its sole and absolute discretion, and shall provide the Broker with notice via Hometown Equity Mortgage, LLC dba theLender's website(s) of all amendments and modifications hereto.

3. Relationship. Broker is an independent contractor. Broker is not an agent or employee of Hometown Equity Mortgage, LLC dba theLender, Broker shall make no representation or suggestion that it is an agent or employee Hometown Equity Mortgage, LLC dba theLender and Broker has no authority to approve any Loan or commit Hometown Equity Mortgage, LLC dba theLender in writing or orally to make a Loan. Hometown Equity Mortgage, LLC dba theLender shall have the right, in its sole and absolute discretion, to determine the acceptability of an Application Package for funding, and Broker shall not represent to any person, including Borrower, that Hometown Equity Mortgage, LLC dba theLender has approved or will approve any Application Package.

4. Compensation. All Broker Compensation shall be in accordance with the Guide, including any alerts, bulletins and pricing sheets issued by Hometown Equity Mortgage, LLC dba theLender, and shall be subject to change from time to time in Hometown Equity Mortgage, LLC dba theLender's sole discretion. All Broker Compensation shall be in compliance with Applicable Requirements, including the loan originator compensation provisions of Regulation Z and its commentary, including without limitation those found at 12 C.F.R. Sections

226.36(a), (d), (e) and (f) and Comments 36(a), 36(d), 36(e), and 36(f), as amended from time to time ("The Rule"). Broker has in place written compensation plans for each of its loan originator employees in compliance with applicable law and regulations, including but not limited to the Rule. In transactions wherein Broker elects to be paid by the applicant rather than Hometown Equity Mortgage, LLC dba theLender, Broker may receive compensation from the applicant for a Loan if and only if (a) the fee is disclosed in a written agreement between the applicant and Broker, (b) complies with all federal, state and local laws and regulations, including but not limited to the Real Estate Settlement Procedures Act ("RESPA"), (c) is commensurate with the services actually rendered by Broker, and (d) is within the most recent limitations established as of the Submission Date and as of the Closing Date by Hometown Equity Mortgage, LLC dba theLender in the Contract Documents, including Hometown Equity Mortgage, LLC dba theLender's pricing information, which is subject to change at any time in Hometown Equity Mortgage, LLC dba theLender's sole discretion.

5. Representations of Broker. Neither applicant nor any of its owners or corporate officers (i) currently are subject to any supervisory and/or enforcement action by any state or federal regulator; (ii) along with any loan originator or processor has ever been denied, suspended or disqualified from brokering mortgages, been included on an exclusionary list by any lender, investor, agency, or private mortgage insurer, or ever had a lending, real estate or other professional license suspended or revoked, (iii) appear as an individual or entity on the Freddie Mac Exclusionary List or the Department of Housing and Urban Development's Limited Denial of Participation List (LPD List, (iv) been contacted, either verbally or in writing, by Mortgage Asset Research Institute (MARI) regarding a complaint against your company, (v) been named as a defendant in a criminal proceeding/complaint/conviction for alleged fraud or misrepresentation in connection with any real estate activity, or ever been convicted of a felony or crime (excluding traffic violations) or (vi) had any formal complaints, lawsuits or judgments been filed against you or your company by any state regulatory agency within the past three years.



6. Confidentiality and Branding. Each party agrees to: retain all confidential information of the other party in confidence, use confidential information only for the purposes contemplated under the Contract Documents, and not disclose the other party's Confidential Information to any third party without the prior written consent of the other party except as required by law. Broker shall not use Hometown Equity Mortgage, LLC dba theLender 's name, brand, trademark, intellectual property or any other reference to Hometown Equity Mortgage, LLC dba theLender without Hometown Equity Mortgage, LLC dba theLender's express written consent.

7. Remedies and Indemnification. In addition to any other rights and remedies that Hometown Equity Mortgage, LLC dba theLender may have, Broker shall indemnify and hold Hometown Equity Mortgage, LLC dba theLender its stockholders, affiliates and respective officers, directors, employees and agents, harmless from and against, and shall reimburse it or them for any repurchase demand by an Investor and any damages (including pair-off fees and loss of servicing rights) incurred before or after any Submission Date, to the extent arising or resulting from any misrepresentation made by Broker, or any breach of warranty or covenant by Broker, contained in the Contract Documents, or in any schedule, exhibit, report, statement or certificate furnished by Broker pursuant to the Contract Documents.

8. Termination. This Agreement may be terminated by either Party at any time, with or without cause, immediately upon written notice to the other party. The representations and warranties of Broker set forth herein shall survive the termination of this Agreement and the obligations of Broker with respect to all loans submitted or processed under this Agreement shall also survive termination. Any rights Hometown Equity Mortgage, LLC dba theLender and Broker may have acquired prior to termination hereunder in or regarding any Loan will not be affected by termination.

9. Notices. All notices hereunder must be in writing by certified or registered mail, or overnight delivery, which shall be effective upon receipt at the address below. Broker agrees that Hometown Equity Mortgage, LLC dba theLender may provide any notices required hereunder to Broker on Hometown Equity Mortgage, LLC dba theLender's website(s), including but without limitation, updates to the Guide and Announcements, or by email or facsimile, effective upon posting or sending by Hometown Equity Mortgage, LLC dba theLender.

TO BROKER:

TO HOMETOWN EQUITY MORTGAGE, LLC dba theLender:

Name:	Hometown Equity Mortgage, LLC dba theLender
Address:	25531 Commercentre Dr. ste #250
City/State/Zip:	Lake Forest CA 92630
Attention:	Attn: Broker Approval Desk

10. Miscellaneous. This Agreement shall be governed by California law and any dispute that relates to this Agreement shall be resolved in any court of competent jurisdiction located in Orange County, California. Broker shall not assign this Agreement or any of the duties hereunder without the prior written consent of Hometown Equity Mortgage, LLC dba theLender. Hometown Equity Mortgage, LLC dba theLender may assign its rights and duties under this Agreement, and this Agreement is enforceable by the successors and assigns of Hometown Equity Mortgage, LLC dba theLender. This Agreement may be executed in counterparts. This Agreement replaces all prior oral or written agreements between Broker and Hometown Equity Mortgage, LLC dba theLender regarding the subject matter of the Agreement. Except as to Hometown Equity Mortgage, LLC dba theLender amendments to the Guide and Hometown Equity Mortgage, LLC dba theLender eligibility criteria, amendments and waivers must be in writing signed by the parties. Invalidity of any provision of this Agreement shall not affect the enforceability of other provisions. Amounts owed by Broker to Hometown Equity Mortgage, LLC dba theLender under this Agreement may, at the option of Hometown Equity Mortgage, LLC dba theLender, be offset by Hometown Equity Mortgage, LLC dba theLender against any payments then or thereafter owed by Hometown Equity Mortgage, LLC dba theLender to Broker.

Hometown Equity Mortgage, LLC dba theLender  
By:

Name: Alan Vidal

Its: Chief Compliance Officer

Date:

Broker Company Legal Name:

By (Signature):

Name (Signatory):

Its (Title):

Date:



THIS AGREEMENT ("Agreement") is entered into by and between "User") and Hometown Equity Mortgage LLC ("Licensee"). Any capitalized terms used herein and not otherwise defined shall have the meanings given them in the License Agreement (as hereinafter defined).

WHEREAS, Licensee has entered into Fannie Mae Licensed Application Master Terms and Conditions ("Master Terms") and its Desktop Underwriter® Schedule and associated Redistribution Addendum thereto ("DU Schedule" and "Addendum", respectively, which, together with the Master Terms, constitute the "License Agreement") with Fannie Mae governing the rights and obligations of Licensee and Fannie Mae with respect to Licensee's use of Desktop Underwriter (the "Licensed Application").

WHEREAS, User is an Affiliate or Subsidiary of Licensee and desires to use the Licensed Application in connection with Prequalification Analysis, mortgage loan origination and/or underwriting activities.

NOW THEREFORE, in consideration of the above, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Licensee and User agree as follows:

1. Definitions. The following terms are used in this Agreement as defined below:

"Affiliate" shall mean a mortgage lending entity or Third Party Originator that performs Prequalification Analyses, origination or underwriting in relation to mortgage loans intended to be closed by Licensee or assigned or sold to Licensee.

"Consumer Credit Data" shall mean any information obtained by User, either directly or indirectly, which bears on a consumer's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living (the "Seven Factors") and which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in underwriting a Mortgage Loan Application or performing a Prequalification Analysis. Such data may include, but are not limited to, data contained in: (i) residential mortgage credit reports, "in-file" credit reports, or "consumer reports," as defined in the FCRA; (ii) the Uniform Residential Loan Application, including any attachments and/or supplements thereto; and (iii) any correspondence or communication from the consumer or any third party which includes information relating to one of the Seven Factors.

"Mortgage Loan Application" shall mean the submission by a mortgage loan applicant of financial information and identification of the specific property to secure the mortgage loan for the purpose of obtaining an underwriting decision.

"Prequalification Analysis" shall mean the evaluation of Consumer Credit Data with respect to a prospective mortgage loan applicant for the purpose of evaluating such prospective applicant's qualification for mortgage financing, other than in connection with a Mortgage Loan Application.

"Subsidiary" shall mean a mortgage lending entity more than fifty percent (50%) of whose controlling interest or outstanding voting shares or securities are owned or controlled, directly or indirectly, by Licensee.

2. User represents that it is an Affiliate or Subsidiary of Licensee and that it has received and read the License Agreement and understands and agrees that it shall be fully obligated to comply with each and every provision of such License Agreement in connection with its use of the Licensed Application.

3. Licensee agrees that, as and to the extent set forth in the Agreement, its license rights under the License Agreement shall extend to User in connection with the Licensed Application. User agrees that the rights granted to it shall not extend to 154,437 08-04-09 4 any third party, including, but not limited to, User's customers, subsidiaries and/or affiliates.

4. User expressly appoints Licensee as its agent, as that term is defined in the FCRA, in connection with any use of the Licensed Application by User with respect to Mortgage Loan Applications or Prequalification Analyses.

5. In connection with the processing and evaluation of Consumer Credit Data by the Licensed Application for purposes of making an underwriting recommendation or performing a Prequalification Analysis (if applicable), User expressly appoints Fannie Mae, as owner of the Licensed Application, as its agent, as that term is defined in the FCRA. As User's agent, Fannie Mae shall, and is hereby expressly authorized by User to, obtain Consumer Credit Data for the sole purpose of performing a Prequalification Analysis and/or making an underwriting recommendation. User also expressly acknowledges, understands and agrees that Fannie Mae's role as User's agent shall not extend beyond the limited purposes set forth in this Paragraph 5, and for all other purposes, there shall be no such principal and agent relationship. Moreover, User shall in no way misrepresent to third parties the limited extent of this principal/agent relationship. User further acknowledges, understands and agrees that any recommendation rendered by the Licensed Application in the evaluation of Consumer Credit Data will not constitute an approval or denial of the Mortgage Loan Application by Fannie Mae or a commitment to purchase the loan by Fannie Mae. User shall disclose any secondary use of Consumer Credit Data that is facilitated by use of the Licensed Application to the issuing consumer reporting agency.



6. Notwithstanding anything to the contrary in that Section of the DU Schedule captioned "Use of Licensed Application," User must first obtain written permission from the mortgage loan applicant to request additional consumer reports before using the Licensed Application as described below:

(a) With respect to Mortgage Loan Applications previously approved but not yet closed:

- (i) to request and receive additional Consumer Reports through the Credit Retrieval Module, when User is requesting such reports in connection with its own Mortgage Loan Applications and/or Prequalification Analyses, or because other circumstances exist which User believes justify the request for such additional consumer reports under the FCRA;
- (ii) to analyze or evaluate Consumer Credit Data, including Consumer Reports, when User determines that data obtained subsequent to its initial approval may affect its prior underwriting approval decision;
- (iii) to request and receive Consumer Reports and/or analyze or evaluate Consumer Credit Data when the loan applicant(s) request different loan terms or a different loan product than that originally requested by the loan applicant(s); and

(b) With respect to Mortgage Loan Applications previously denied by User, which denial decision has been communicated to the applicant(s):

- (i) to request and receive Consumer Reports through the Credit Retrieval Module, when User is requesting such reports in connection with its own Mortgage Loan Applications and/or Prequalification Analyses;
- (ii) to analyze or evaluate Consumer Credit Data, including Consumer Reports, when (A) User determines that data obtained subsequent to its initial denial decision may affect its prior underwriting decision, and (B) User intends to make and communicate an offer of credit to the applicant(s) if an approval recommendation decision is rendered by the Licensed Application as a result of consideration of the additional data obtained.

7. The parties acknowledge and agree that Fannie Mae is an intended beneficiary of this Agreement.

8. This Agreement shall remain in full force and effect unless terminated pursuant to the provisions of this Section. The parties acknowledge and agree that this Agreement is subject to the License Agreement and that this Agreement shall automatically terminate upon termination of the Desktop Underwriter Schedule and/or the Redistribution Addendum by Fannie Mae and/or Licensee. In the event that User breaches any term or condition of this Agreement, Licensee may terminate this Agreement immediately upon written notice to User. Either party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other. The parties acknowledge that, pursuant to the terms of that Section of the Redistribution Addendum captioned "Termination of Affiliates and Subsidiaries", Fannie Mae may, in its absolute discretion, immediately terminate access by User to the Licensed Application for 154,437 08-04-09 5 any breach of (a) the License Agreement, (b) the User Agreement, or (c) any other agreement between User and any lender (including Licensee) that has access to the Licensed Application.

10. Immediately upon termination of this Agreement, User shall cease using the Licensed Materials, and destroy or return all copies of the Licensed Materials in its possession to Licensee. Promptly upon request from Licensee or Fannie Mae, User shall provide Licensee or Fannie Mae with written certification of its compliance with the foregoing, executed by a duly authorized officer of User.

11. Licensee, and not Fannie Mae, shall be responsible for providing User with (i) first line support with respect to User questions and comments concerning Fannie Mae's automated underwriting guidelines and policies, including, but not limited to, questions concerning the interpretation and applicability of the Licensed Application's findings reports and questions relating to Fannie Mae's Selling Guide and (ii) appropriate training relating to the use of the Licensed Application and such guidelines and policies.

12. In the event of a conflict between the terms of this Agreement and the terms of the License Agreement, the terms of the License Agreement shall govern.

13. This Agreement may not be assigned by User to any other person(s), firm(s), corporation(s) or other entities without the prior express written consent of Fannie Mae and Licensee.



14. All notices, requests, demands, and other communications (other than routine operational communications) required or permitted hereunder shall be in writing and shall be deemed to have been received by a party (i) when actually received in the case of hand delivery, (ii) one (1) business day after being given to a reputable overnight courier with a reliable system for tracking delivery, (iii) when sent by confirmed facsimile with a copy sent by another means specified in this paragraph, or (iv) seven (7) days after the date of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed to the recipient's contact person/address set forth below:

Licensee: Hometown Equity Mortgage - 25531 Commercenter Dr #250, Lake Forest CA 92650

User:

In the event that the recipient does not so specify a contact person/address, notices shall be addressed to the general counsel at the recipient's corporate headquarters. A party may from time to time change its address or designee for notification purposes by giving the other party prior written notice of the new address or contact person.

15. This Agreement shall be governed by and construed solely and exclusively in accordance with the laws of the District of Columbia, without reference to its conflicts of law principles.

16. In the event that any provision of the Agreement conflicts with the law under which the Agreement is to be construed, or if any such provision is held invalid, void or unenforceable by a court with jurisdiction over the parties to the Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intention of the parties in accordance with applicable law, and the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the date last written bellow.

Hometown Equity Mortgage, LLC

("Licensee")

("User")

\_\_\_\_\_  
Hometown Equity Mortgage LLC Authorized Signatory Signature

\_\_\_\_\_  
Authorized Signatory Signature

\_\_\_\_\_  
Printed Name & Title & Date

\_\_\_\_\_  
Printed Name & Title & 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](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b>	<b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><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</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> 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 <b>not</b> 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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

## 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.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

<b>Sign Here</b>	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](http://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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://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](http://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 <sup>1</sup>
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 <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://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**

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