



### Third Party Origination Agreement

This Third Party Origination Agreement (the "Agreement") is entered into as of the [ ] day of [ ], 20 [ ] (the "Effective Date") between Union Home Mortgage Corp. ("UHMC"), having its principal place of business at 8241 Dow Circle West, Strongsville, OH 44136 and [ ] ("TPO"), having its principal place of business at (Address) [ ] (City) [ ], (State) [ ], (Zip) [ ].

#### Recitals

WHEREAS, TPO is in the business of originating one-to-four unit residential mortgage loans to be sold to wholesale lenders. This includes Broker, Bank, or Credit Union originated (traditional and table funded) and Non-Delegated Correspondent. UHMC does not purchase Delegated or 4<sup>th</sup> Party originated loans.

WHEREAS, from time to time, TPO may submit to UHMC, for underwriting and purchase by UHMC, single family residential first lien mortgage loans that meet the Third Party Origination program requirements for those mortgage loan programs offered by UHMC.

WHEREAS, TPO agrees to submit such Loans to UHMC, and UHMC agrees to underwrite such Loans, in accordance with the terms and conditions set forth below and in the Online Third Party Origination Manual.

Now, therefore, in consideration of the mutual covenants made herein and for other good and valuable consideration, the parties agree as follows:

#### Article 1 GENERAL

##### 1.1 Definitions

- (a) "Loan" means 1-4 Unit, single family, residential, first lien mortgage loan(s).
- (b) "Applicant" means the consumer(s) applying for a Loan.
- (c) "Mortgage Loan Package" means, without limitation, the Applicant's Loan application and all the documents, information and reports necessary and required by UHMC to determine an Applicant's eligibility for a Loan prior to making a decision whether to approve a Loan and any documents, information and reports necessary for UHMC to fund a Loan in accordance with UHMC's then existing TPO program requirements, as may be changed from time to time.
- (d) "TPO program requirements" means, without limitation, the terms, conditions, guidelines, policies, procedures, pricing information, secondary market standards, or any other requirements of UHMC (as amended from time to time) in determining whether to accept, approve, underwrite, or fund a Loan, that are in effect at the time each Mortgage Loan Package is submitted to UHMC.
- (e) "Applicable Law" means, without limitation, any federal, state or local law, ordinance, act, rule, regulations and interpreting comments, opinions or rulings, as amended, including applicable law for any governmental body or agency granting a license or authority to originate Loans.
- (f) "Online TPO Manual" means the Online TPO Manual UHMC publishes on its secure website to inform TPOs of its policies procedures, guidelines, announcements and other

TPO communications, as may be amended from time to time.

1.2 Fidelity Bond, Errors and Omissions Insurance Policy, and Surety Bond. TPO shall obtain and maintain at its sole cost and expense a blanket fidelity bond in an amount acceptable to UHMC. TPO shall obtain and maintain an errors and omissions insurance policy in an amount acceptable to UHMC or in an amount required by applicable law. TPO shall also maintain a surety bond in an amount required by applicable law or the requirements of any governmental body or agency for licensure. Any such bonds or insurance policy shall provide for coverage of TPO and its employees, agents, independent contractors, licensees and other personnel.

1.3 Compliance With Conflict of Interest Policy and TPO Program Requirements. TPO shall comply with UHMC conflict of interest policy or requirements and disclose in writing to UHMC and Applicant such information as may be required by UHMC and applicable law, including, without limitation, the name, address, primary manager and participating or ownership interest that TPO has in any entity or service, regardless if such entity or service may or may not be providing products or services related to any Loan transaction contemplated hereunder. If prohibited by UHMC or applicable law, TPO shall not maintain an ownership interest in any other entity providing real estate settlement services. TPO shall not use any such entity or service to provide products or services related to any Loan transaction contemplated hereunder unless approved in writing by UHMC and in no event shall UHMC's receipt of information from TPO related to any such entity constitute UHMC approval of such entity or service. Further, TPO shall comply with any and all other applicable TPO program requirements and this Agreement, including those requirements set forth in the Online TPO Manual.

1.4 Review of TPO. As may be required by UHMC from time to time, TPO shall cooperate with and provide all information, documents and reports requested by UHMC so that UHMC may conduct a review of TPO and its operations. Such information, documents and reports may include, but shall not be limited to, financial reports (including the most recent financial statements of TPO audited or otherwise), copies of any required bonds or insurance coverages (including those which may be required by UHMC herein), updated credit reports or background checks and copies of any licenses or approvals with applicable governmental body or other agency.

## **Article 2**

### **WARRANTIES AND REPRESENTATIONS OF TPO**

2.1 Warranties and Representations Regarding the TPO. TPO represents, warrants and covenants to UHMC that, with respect to itself, including each office or branch operated by TPO and any of its owners, directors, officers, employees, agents, independent contractors, licensees or other personnel originating Loans under TPO's license to originate Loans and the Loans, the following are true and correct as of the date hereof and shall remain true and correct during the term of this Agreement:

- (a) TPO is and shall continue to be a duly organized and validly existing entity and that it is in good standing under applicable law of the state of its organization.
- (b) TPO is duly licensed, registered or approved to perform the activities set forth in this Agreement in the jurisdictions in which it conducts business and where the property securing a Loan is located. TPO shall maintain such licenses, registrations or approvals in good standing throughout the term of this Agreement, including any and all mortgage loan originator licenses required under state S.A.F.E. Act laws and regulations. TPO shall submit copies of all licenses, registration or approvals to UHMC upon execution of this Agreement and upon request by UHMC.
- (c) TPO shall immediately notify UHMC if any license, registration or approval is not renewed or is suspended, terminated or cancelled for any reason or if TPO fails to be in compliance with qualification or licensing laws of any jurisdiction where it conducts business.
- (d) Notification of Action. TPO shall immediately notify UHMC if any government or other agency has made any adverse finding or taken any adverse actions with respect to TPO or its owners, directors, officers, employees or agents, including any formal or informal administrative or judicial action.

- (e) TPO has the requisite power and authority to execute and deliver this Agreement, and to originate Loans in accordance herewith, and TPO, will have done all acts necessary to approve the execution and delivery of this Agreement.
- (f) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated by this Agreement shall conflict with or result in a breach of, or constitute a default under any of TPO's organizational documents or any instrument or agreement to which TPO is a party, or by which it or its properties may be bound, nor be in violation of any law, rule, regulation, governmental decree, order or ruling as to which TPO may be bound.
- (g) No consent, waiver or approval of any entity (public or private) is or will be required in connection with the execution, delivery, performance, validity or enforcement of this Agreement or any other agreement, instrument or document to be executed or delivered in connection herewith or pursuant hereto.
- (h) There is no pending or threatened suit, action, arbitration, or legal, administrative, or other proceeding or investigation, against TPO or its current or former owners, officers, directors, employees, representatives and agents that would prevent the execution, delivery, and performance by TPO of its obligations under this Agreement or which could have a material adverse effect upon TPO's business, assets, financial condition or reputation or upon any Mortgage Loan Package submitted to UHMC.
- (i) TPO is not a party to, bound by or in breach or violation of any agreement or instrument, or subject to or in violation of any statute, order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over it, which materially and adversely affects, or may in the future materially and adversely affect, the ability of TPO to perform its obligations under this Agreement.
- (j) Settlements, indemnification agreements and payment plans: TPO has fully disclosed any and all pending and previous indemnification agreements, settlements, or pay plans per the attached indemnification schedule.
- (k) Indemnification Notice: TPO shall immediately notify UHMC of any and all repurchase or indemnification demands from other investors, agencies, or warehouse providers.
- (l) TPO has not entered into any agreement, commitment or understanding and has no plans to enter into any agreement, commitment or understanding to merge with or into, or sell all or substantially all of its assets to, any other person or entity or dissolve, liquidate or otherwise terminate its corporate rights, existence or franchise.
- (m) This Agreement, when duly executed by the TPO and UHMC, shall represent a legal, valid and binding obligation of the TPO, enforceable against the TPO, including its officers, directors, employees, representatives, and agents enforceable in accordance with its terms.
- (n) All information, reports or other documents submitted by TPO to UHMC in connection with UHMC's review and approval of TPO continues to be true, correct and accurate and no such information, reports or other documents contain any untrue statement of fact or omits to state a fact necessary to make the statements contained herein or therein not misleading.
- (o) No representation, warranty or written statement made by TPO in connection with this Agreement or in any Mortgage Loan Package or any document submitted to UHMC in connection with the transactions contemplated hereby by TPO contains, or will contain, any untrue statement of material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein not misleading.
- (p) TPO shall make prompt, timely, full, accurate, and truthful disclosures to UHMC of all facts, information and documentation of which TPO may know, suspect, or have actual or constructive notice that could or has affected the validity, collectability, security or enforceability of any Loans submitted to UHMC hereunder, including all facts, information and documentation relating to any disputes, proceedings, litigation or governmental action threatened, anticipated, or pending, respecting the Applicant, the property, or Loans, as well as all facts, information and documentation relating to the Applicant, their creditworthiness or the value or condition of the property.

- (q) TPO shall not use UHMC's name, trademarks or service marks in any manner, including, without limitation, in any advertising or marketing materials, or other promotional campaign, including any internet or website materials without the express prior written consent of UHMC.
- (r) TPO has entered into a written origination agreement with each Applicant if required by applicable law and disclosed all information to Applicant as required by applicable law, including all compensation to be paid to TPO.
- (s) Each Loan Originator employed by or affiliated with TPO is qualified or licensed as required by applicable law to transact business in each state where property securing a Loan is located.
- (t) TPO and each Loan Originator is, and shall at all times remain, knowledgeable and in compliance with all federal, state and local laws, ordinances, regulations, and any federal, interagency or state guidelines applicable to it and the operation of its business, including, but not limited to, RESPA, RESPA-TILA Integrated Mortgage Disclosures Rule in keeping with the Dodd-Frank Wall Street Reform and Consumer Protection Act, the Home Ownership and Equity Protection Act of 1974, the Fair Credit Reporting Act, the Fair Housing Act, the Equal Credit Opportunity Act, the Truth in Lending Act, the Home Mortgage Disclosure Act, and all regulations and interpretive rulings promulgated under each such law, as each may be amended from time to time.
- (u) TPO agrees that it shall at all times comply with all state, federal and local laws, regulations and ordinances related to compensation of loan originators including but not limited to requirements under Regulation Z. In the event that TPO receives compensation from Borrower or UHMC, TPO represents and warrants that compensation paid to loan officers is not based on a prohibited term or condition or proxy thereof of the Loan, as defined by Regulation Z.
- (v) TPO agrees to comply with all federal and state restrictions and requirements and any requirements contained in the Online TPO Manual in connection with any appraisal that is part of a Mortgage Loan Package including but not limited to the Home Valuation Code of Conduct (if applicable), FHA requirements/restrictions, Fannie Mae requirements/restrictions, or Freddie Mac requirements/restrictions, and any other related guidelines issued by any governmental or quasi-governmental bodies related to appraisals.
- (w) TPO agrees to notify UHMC, in writing, of the termination or resignation of any loan officer employed or working on behalf of TPO within ten (10) days of said termination or resignation if such termination or resignation is related in any way to fraudulent loan origination activity or loan origination activity that violates applicable law.

### **Article 3**

#### **REMEDIES**

3.1 **Repurchase Liability & Indemnification:** TPO agrees to indemnify and hold UHMC harmless from any claim, liability, loss, cost, damage, penalty, or expense incurred by UHMC as a result of (i) an early payment default on first scheduled payment due to UHMC or its assigns, (ii) fraud or misrepresentation in the origination of the Loan by TPO or its employees, directors, officers or agents, or (iii) which arises out of, results from, or relates to the breach by TPO of any covenant, condition, term, obligation, representation or warranty in this Agreement. This indemnification shall survive any termination or cancellation of this Agreement. Broker's obligation to indemnify under this Agreement shall not be affected by UHMC taking any of the following actions with or without notice to TPO: (a) foreclosure of any Loan, (b) liquidation, modification, repayment, retirement, sale or resale of any Loan, or (c) sale or resale of any property securing any Loan. TPO agrees that upon written request TPO will immediately repurchase any Loan it sold, delivered or transferred to UHMC under this Agreement for any of the following reasons:

- (a) Any Loan is in violation of any of the representations or warranties made in this Agreement.
- (b) TPO breached any of the provisions of this Agreement.

- (c) TPO or its employees, directors, or officers made a misrepresentation in any Loan Document, application or this Agreement.

The repurchase price for any Loan that TPO is required to repurchase from UHMC shall be an amount equal to the then unpaid principal balance of the Loan on the date of the repurchase, plus accrued interest, any compensation paid to the TPO by UHMC for origination of the loan, any premium pricing proceeds paid to the Borrower by UHMC in connection with the Loan, any outstanding processing fees and direct expenses (including attorney fees) incurred by UHMC for any actions taken by it concerning, as a result of, or in connection with, any of the events or circumstances set forth herein as cause for repurchase. UHMC's exercise of its right to have TPO repurchase any Loan shall be in addition to, and not in lieu of, any other rights or remedies which UHMC may have against TPO under applicable law.

#### **Article 4** **INDEMNIFICATION**

4.1 **Indemnification.** TPO hereby agrees to protect, indemnify and hold UHMC and its officers, directors, employees, agents, shareholders, affiliates and representatives harmless from and against any and all losses, liabilities, costs, and expenses, (including reasonable attorneys' fees), judgments, damages, claims, counterclaims, demands, actions or proceedings, by whomsoever asserted in whatsoever jurisdiction or forum, by any person or entity who prosecutes or defends any actions or proceedings as representatives of or on behalf of a class or interested group, or any governmental body, agency, department or commission having jurisdiction pursuant to any applicable law or the settlement or compromise of any of the foregoing relating to, arising out of or in connection with TPO's breach or alleged breach of any representation, warranty or covenant contained herein.

4.2 **Indemnification Agreement in lieu of Repurchase.** At UHMC's sole option and in lieu of repurchasing the related Loan subject to a Repurchase Obligation, UHMC may require the TPO to enter into a written indemnification agreement in a form acceptable to UHMC (the "Indemnification Agreement") which requires the TPO to indemnify UHMC, including, without limitation, reimbursing UHMC for any losses incurred by UHMC as a result of such Repurchase Obligation with respect to the related Loan.

4.3 **Indemnification for Reporting.** TPO understands and acknowledges that UHMC may report information about any Mortgage Loan Package that UHMC believes to contain misrepresentations or violates applicable law to the appropriate governmental body or regulatory agency, Fannie Mae, Freddie Mac, HUD or any mortgage industry background database, including, but not limited to, databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange ("MIDEX") or any cooperative industry database. TPO acknowledges that TPO and any owner, officer, agent or employee may be named as the originating entity or loan originator on any such Loan. TPO acknowledges the importance of UHMC's right and necessity to disclose such information. TPO, for itself and its directors, officers and employees and their respective successors or assigns and Mortgage Asset Research Institute, Inc., indemnifies and holds UHMC and its officers, directors, employees, shareholders, representatives, successors, assigns, agents and affiliates from any and all damage, loss, liability, cost, actions, causes of action, claims, demands or expense both direct and indirect (including without limitation reasonable legal and accounting fees and expenses actually incurred) that may arise from the reporting or use by any database subscriber or any governmental body or agency of any information submitted by UHMC with respect to TPO and any owner, officer, agent or employee to any mortgage industry database, including MIDEX.

4.4 **Right of Offset.** In addition to any other rights and remedies available to UHMC, including, without limitation, the rights and remedies of UHMC under this Agreement, UHMC shall have the right, at any time, and from time to time, without notice, to offset and to appropriate or apply any and all deposits of money or property or any other indebtedness at any time held or owing by UHMC to or for the credit of the account of TPO against and on account of the obligations and liabilities of TPO under this Agreement or any other agreement between TPO and UHMC or between TPO and any of UHMC's parent entities, subsidiaries or affiliates, irrespective of whether or not UHMC shall have made any demand hereunder and whether or not said obligations and liabilities shall have matured. For purposes of the right of offset, the determination as to whether TPO has any

obligations and liabilities under this Agreement or any other agreement between TPO and UHMC and the extent of such obligations and liabilities shall be made by UHMC in its sole and reasonable discretion. Unless otherwise agreed by the parties, such offset shall not be construed as an accord and satisfaction of any obligation due from TPO to UHMC.

## **Article 5** **TERMINATION**

5.1 **Termination.** Either party may terminate this Agreement at any time with or without cause, which termination shall be effective immediately upon the other party's receipt of written notice thereof. At UHMC's sole discretion, it may complete underwriting of any Mortgage Loan Package submitted by TPO prior to the date of termination and shall approve or reject funding of such Loans in accordance with the terms of this Agreement. Notwithstanding anything to the contrary contained herein, this Agreement (including without limitation all of TPO's representations and warranties) shall survive any termination of this Agreement and shall remain in full force and effect with respect to each Loan delivered to and/or funded by UHMC prior to the effective date of such termination, for so long as there is outstanding principal or interest due UHMC or UHMC's assignee on the related Note, or until such time as UHMC's interest or assignee's interest in such Note has been completely liquidated. In the event UHMC sells or transfers the Loan, the provisions and obligations contained in this Agreement (including without limitation all of TPO's representations and warranties) shall survive any such sale or transfer and shall remain in full force and effect with respect to each such sold or transferred Loan.

## **Article 6** **MISCELLANEOUS**

6.1 **Loan Originators.** TPO shall notify UHMC in the event TPO intends to originate Loans through multiple locations or branches or by multiple loan originators. TPO agrees to provide UHMC with such information as UHMC may reasonably request regarding such locations and loan originators. Notwithstanding anything to the contrary contained in this Agreement, TPO shall be liable for the acts and omissions of its officers, employees and agents, including, without limitation, its loan originators.

6.2 **Early Payoff.** If a Loan funded by UHMC is repaid in full within one-hundred fifty (150) days of funding TPO shall reimburse UHMC the higher of 100 BP or the amount of any compensation or service release premium paid to TPO by UHMC in connection with the Loan. TPO shall reimburse UHMC within ten (10) days after notice of early payoff.

6.3 **Relationship of the Parties.** UHMC and TPO acknowledge and agree that at all times they are operating as independent parties. This Agreement is for the sole and exclusive benefit and obligation of the parties hereto and nothing contained herein shall be construed to give any party, other than UHMC and TPO, any legal or equitable right, remedy or claim under or in connection with any provision of this Agreement. Nothing contained herein shall constitute a partnership, joint venture or agency relationship between UHMC and TPO and neither party shall at any time hold itself out to any third party to be an agent or employee of the other.

6.4 **Non-Exclusive Arrangement.** This is a non-exclusive agreement and TPO shall not be obligated to submit any or all loans that it TPOs to UHMC.

6.5 **Cooperation.** The parties hereto each agree to cooperate with each other to perform all their duties hereunder and effectuate the purposes and intents of this Agreement; such cooperation shall include, but shall not be limited to, the correction of errors that may have arisen in connection with the origination of any Loan and provision of any and all information that may be requested regarding any of the Loans underwritten pursuant to this Agreement. TPO shall use its best efforts to obtain any necessary correction to any documents related to the Loan, upon request by UHMC.

6.6 **Notices.** Except where telephonic instructions or notices are authorized herein to be given, all notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and mailed (certified mail, return receipt requested, postage prepaid), sent by overnight courier (charges prepaid), or sent by facsimile (and confirmed by return

facsimile with a copy sent by first class mail), or personally delivered, addressed to the respective party at the address or facsimile number set forth below:

If to UHMC:

Union Home Mortgage Corp.  
8241 Dow Circle West  
Strongsville, Ohio 44136  
Attn: TPO Approval Department  
Telephone: 440-238-2525  
Facsimile: 440-238-3606

If to TPO

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

Each party shall promptly provide written notice to the other of a change in its address, telephone number, facsimile number or designated email address. Notices delivered personally or by overnight courier shall be effective upon delivery. Notices transmitted by facsimile shall be effective when transmitted. Notices delivered by certified mail shall be effective on the date set forth on the receipt of certified mail, or the third business day after mailing, whichever is earlier.

6.7 Communications with TPO. TPO acknowledges and agrees that UHMC may communicate with TPO and provide TPO with information related to this Agreement or otherwise by any means legally permissible, including, without limitation, telephone, electronic mail, and facsimile. To the extent UHMC is required by applicable law to obtain TPO's prior consent to receive such communications from UHMC via any such means, TPO hereby grants UHMC such prior consent for any such applicable law and UHMC shall not be required to obtain any additional consents from TPO.

6.8 Due Diligence and Information Related to TPO. TPO acknowledges and agrees that any information obtained by UHMC from TPO or otherwise in connection with UHMC's review and approval of TPO or any Loan submitted to UHMC for funding may be provided by UHMC to any of its parent entities, subsidiaries or affiliates, if permitted by applicable law. With respect to any information related to a Loan submitted to UHMC for funding, TPO expressly consents to the release of such information by UHMC to its parent entities, subsidiaries or affiliates which may have a need to know such information. Further, any other information provided by TPO to UHMC in connection with this Agreement, including, without limitation, any financial reports with respect to TPO, may be shared with and used by such parent entities, subsidiaries or affiliates for similar purposes.

6.9 Confidentiality. TPO hereby agrees that the terms and conditions of this Agreement, shall be kept confidential and their contents shall not be divulged to any party without UHMC's express prior written consent. The obligations under this section are continuing and shall survive any termination of this Agreement.

- (a) TPO shall not disclose any "Confidential Information" (defined below) to any person who is not an officer, employee, or agent of TPO. TPO shall restrict the disclosure of Confidential Information only to its employees, officers, or agents who have a need to know the Confidential Information. TPO shall only use Confidential Information in connection with the purposes of this Agreement.
- (b) "Confidential Information" is defined to include all information supplied to TPO by, or at the direction of UHMC, including any list of entities that are precluded from participating in UHMC's Wholesale TPO Program programs to varying degrees, to include, but not limited to, any "Exclusionary List," all information, data, and material prepared for, or at the direction of UHMC, any information relating to Applicants (past, current and prospective), the Loans, this

Agreement, accounts, vendors, marketing activities or plans, business plans, employees, pricing, financial matters, financial statements, the financial condition of the parties, any information revealed to third parties under any confidentiality agreement, understanding or duty, any information generally regarded as confidential in the consumer and commercial credit industries, and any information treated as confidential information or non-public personal information under the Gramm-Leach-Bliley Act, as amended, related regulations, and state privacy laws.

- (c) Upon the termination of this Agreement and without further request from UHMC, TPO shall promptly return all materials, data, forms, discs, charts, spreadsheets, and all other materials and information provided by or at UHMC's direction to TPO or any designee of the TPO, relating to any information used to determine the eligibility of any person or entity for lending purposes by UHMC or any designee of UHMC. Any other Confidential Information shall be returned to UHMC within ten (10) days of request by UHMC, except that TPO may retain one copy of certain Applicant information if required by applicable law.
- (d) Should disclosure of any information or material covered by this Agreement be sought by way of subpoena, court order, administrative decree or by any means while the same is in the possession of TPO or anyone acting for, or at the direction of, TPO, then TPO shall promptly advise UHMC, in writing. In addition, it shall provide UHMC by the most expeditious means available with copies of any papers seeking the disclosure of such information together with copies of all material sought if the same exist and are under TPO's control. TPO shall not disclose any information voluntarily in such circumstances and shall, if requested by UHMC take appropriate action to protect the confidentiality of such information including, but not limited to, at UHMC's expense, seeking a protective order of a court of competent jurisdiction.
- (e) TPO shall safeguard the Confidential Information from disclosure to any third party using the same precautions that it uses to safeguard its own confidential information, but in no event will such precautions be less than reasonable or less than as required by law. TPO represents and warrants that it has and will have an information security program reasonably designed to (i) ensure the security and confidentiality of the Confidential Information, (ii) protect against any anticipated threats or hazards to the security or integrity of the Confidential Information, and (iii) protect against unauthorized access to or use of such Confidential Information. TPO will advise UHMC of all of its procedures designed to safeguard Confidential Information. UHMC may request additional security procedures be implemented and if so requested, TPO shall undertake such steps promptly.
- (f) TPO shall require all of its employees, agents, independent contractors, licensees and other personnel performing services for purposes of this Agreement, to abide by the terms of this Agreement prior to being given access to any Confidential Information.
- (g) TPO recognizes that no remedy at law for damages is adequate to compensate for breach of the covenants contained in this section. In addition to any other remedies available to UHMC in this Agreement, UHMC shall be entitled to temporary and permanent injunctive relief against breaches of this section without the necessity of proving damages. Such permanent or temporary injunctive relief shall in no way limit any other remedies that may result from the breach of this Agreement.

6.10 Modifications and Amendments to Agreement. UHMC may modify or amend the terms and conditions of this Agreement from time to time and provide a copy to TPO of any modification or amendment. Such modification or amendment shall be made in writing and agreed to by both parties.

6.11 Waiver. No waiver of any provision of this Agreement or of the rights and obligations of the parties shall be effective unless in writing and signed by an authorized representative of the party waiving compliance. Any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

6.12 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. TPO may not transfer or assign any of its obligations, rights or interests under this Agreement without the express prior written consent of UHMC and any attempted or purported assignment without such consent shall be null and void.



6.13 Severability. If any term, clause or provision of this Agreement shall be deemed invalid or unenforceable for any reason, the remainder of this Agreement shall remain valid and enforceable in accordance with its terms. The invalidity or unenforceability of any term, clause or provision in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

6.14 Attorneys' Fees. If any claim, legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, UHMC shall be entitled to recover reasonable attorneys' fees and other costs incurred, in addition to any other relief to which UHMC may be entitled.

6.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. Facsimile signatures shall be deemed valid and binding to the same extent as an original.

6.16 Governing Law. This Agreement shall be governed by and construed and enforced under the laws of the State of Ohio, without regard to its conflict of laws principles. In the event of any lawsuit or other proceeding relating to this Agreement, each party hereby consents to jurisdiction in the federal or state courts located in the County of Cuyahoga, State of Ohio.

6.17 Entire Agreement. This Agreement, along with the TPO Commitment to Union Home Mortgage Corp. Wholesale Fair and Responsible Lending and "Zero Tolerance" Mortgage Fraud Policy and the Online TPO Manual, which are incorporated herein in their entirety, are the final and exclusive statement of all agreements and understandings between the parties with respect to the subject matter described herein and all oral and written correspondence relating to the subject matter hereof, and any previous agreements entered into between TPO and UHMC, are superseded by this Agreement. The section headings of this Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

**6.18 WAIVER OF JURY TRIAL. UHMC and TPO hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect to any litigation based hereon, or arising out of, under, or in connection with this Agreement and any other document or agreement contemplated or to be executed in connection herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. This provision is a material inducement for UHMC to enter into this Agreement.**

**IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.**

UNION HOME MORTGAGE CORP.

TPO — TPO OF RECORD

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Third Party Originator – Owner  
(If Different than Owner of Record)

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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



### Anti Money Laundering (AML) Program Attestation

In compliance with the final rule issued by the Financial Crimes Enforcement Network (FinCEN) requiring non-depository residential mortgage lenders and originators to comply with the BSA/AML Rule under 31 C.F.R 1029.210 "Anti-Money Laundering programs for loan or finance companies", \_\_\_\_\_ who is an approved non-depository Originator, attests that the company has implemented or is in process of implementing a compliant Anti Money Laundering (AML) program which:

- Incorporates policies, procedures and internal controls based upon the loan or finance company's assessment of the money laundering and terrorist financing risks associated with its products and services.
- Designates a compliance officer who will be responsible for ensuring that the AML program is implemented effectively, is updated as necessary and ensure appropriate persons are educated and trained in accordance with the new rule.
- Provides for on-going training of appropriate persons concerning their responsibilities under the program.
- Provides for independent testing to monitor and maintain an adequate program.

### Attestation of Compliance

In compliance with the loan originator compensation rules under the federal Truth in Lending Act, including implementing Regulation Z and the Official Staff Commentary, ("Broker") \_\_\_\_\_ attests, on behalf of itself, that for Loans submitted to Union Home Mortgage Corp (UHMC): (1) Neither Company nor any other party has paid compensation to any loan originator in an amount that is based on a term or condition of the Loan, and (2) no consumer has been steered to a product or program on the basis of increased loan compensation for any loan originator. Company affirms that it has read and understands the UHMC Broker Bulletin 2011-1036, and that UHMC is entitled to rely, and is relying on the Company with regard to compliance relative to the Federal Reserve Board amending Section 226.36 of Regulation Z. Broker authorizes UHMC, at its discretion, to verify its compliance with any other sources, and Company waives any cause of action or claim Company may have against such sources with respect to any information they may provide.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Officer Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

*Note: Authorized Officer must be the Owner of Record with UHM as an Authorized Signer for your company.*



[www.uhwholesale.com](http://www.uhwholesale.com)

### Third Party Processor Notification

**Broker Company Name:** \_\_\_\_\_

**Owner of Record:** \_\_\_\_\_

**Owner of Record Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**UHM Account Executive:** \_\_\_\_\_

**Is Third Party Processing used by your organization?**

YES \_\_\_\_\_ NO \_\_\_\_\_

*\*If not utilize any Third Party or Contract Processing Services, then this is the only page that needs to be completed\**

Please list full business name and NMLS ID for all Third Party Processing Companies used for accurate vetting:

- \_\_\_\_\_ NMLS # \_\_\_\_\_
- \_\_\_\_\_ NMLS # \_\_\_\_\_
- \_\_\_\_\_ NMLS # \_\_\_\_\_
- \_\_\_\_\_ NMLS # \_\_\_\_\_
- \_\_\_\_\_ NMLS # \_\_\_\_\_
- \_\_\_\_\_ NMLS # \_\_\_\_\_

Loans sold to Union Home Mortgage Corp. Wholesale must comply with all federal and state regulations as well as Union Home Mortgage Corp. Wholesale guidelines. This information is for guidance purposes only and should not replace consultation with your Legal and Compliance resources. Equal Housing Lender: Union Home Mortgage Corp. Wholesale. Corporate Office: 8241 Dow Circle West, Strongsville, OH 44136. All rates and programs are subject to change at any time without notice.

Union Home Mortgage Corp.  
NMLS ID 2229

*For mortgage originating professionals only; not authorized for distribution to consumers.*





## ADDENDUM TO WHOLESALER BROKER AGREEMENT

This Addendum to the parties' Wholesale Broker Agreement (the "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") between Union Home Mortgage Corp. ("UHMC"), having its principal place of business at 8241 Dow Circle West, Strongsville, OH 44136 and \_\_\_\_\_ ("Broker"), having its principal place of business at (Address) \_\_\_\_\_, (City) \_\_\_\_\_, (State) \_\_\_\_\_, (Zip) \_\_\_\_\_.

WHEREAS the parties have previously executed a Wholesale Broker Agreement dated \_\_\_\_\_ and the parties desire to supplement the terms thereof including Paragraph 6.17 by entering into this Addendum;

WHEREAS Broker has requested and UHMC has approved the use by Broker of Third Party Processing Services on a restricted and limited basis;

NOW, THEREFORE, in consideration of the mutual covenants made herein and for other good and valuable consideration, the parties agree as follows:

1. Broker acknowledges receipt of the published UHMC Third Party Processing Fees Policy and has read and understands the terms and conditions of this Policy and agrees at all times to abide therewith. This affirmative covenant shall constitute new Paragraph 2.1(u) of the Warranties and Representations of Broker in the parties' Wholesale Broker Agreement.
2. UHMC reserves the right to amend, revise or revoke this Policy at any time in its sole discretion. As such, the current approval by UHMC is not a guarantee or promise for the continuation of this practice by Broker and the term of approval may be shorter in duration than the parties' Wholesale Broker Agreement.
3. Broker shall comply with all terms and conditions of the UHMC Third Party Processing Fees Policy and any deviation from, however minor or non-material, shall be an automatic disqualifier of any loan or loans submitted by Broker to UHMC processed by a Third Party Processing company. The term "automatic disqualifier" shall be defined to mean the loan or loans, if not closed, may be rejected, suspended or denied by UHMC without further cause.
4. Broker shall be liable to UHMC for any and all actions, misdeeds, errors and/or omissions of the Third Party Processing company and it shall not be a defense that the Third Party Processing company is an independent party over whom Broker did not exercise control.
5. Broker shall indemnify UHMC from any damages or injuries caused by the actions, misdeeds, errors and/or omissions of the Third Party Processing company

6. Any loan or loans submitted by Broker and closed by UHMC which are not in full compliance with UHMC's Third Party Processing Fees Policy shall be an additional Repurchase Obligation of Broker as new Paragraph 3.2(h) of the parties' Wholesale Broker Agreement.
7. Broker agrees to execute and deliver to UHMC on a periodic basis or upon UHMC's request a Certification of Compliance with UHMC's Third Party Processing Fees Policy in a format acceptable to UHMC.
8. Broker agrees to prepare any and all UHMC Loan Submission Checklists, either Conventional, USDA, VA or FHA as the case may be, with the accurate and current information of the Third Party Processing company. Broker's failure to include this pertinent information at the time of initial loan registration shall be a bar to the use of a Third Party Processing company on that loan or loans as UHMC will be prevented from exercising timely due diligence.
9. This approval by UHMC may be unilaterally revoked at any time by UHMC, without advance written or oral Notice, and thereafter this Addendum shall be null and void. The parties' Wholesale Broker Agreement shall, however, continue in full force and effect.

Broker

Union Home Mortgage Corp.

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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



## CERTIFICATE OF COMPLIANCE

In accordance with the requirements of Union Home Mortgage's Third Party Processing Fees Policy (hereinafter "Policy") and Paragraph 7 of the Addendum to Wholesale Broker Agreement dated \_\_\_\_\_, I HEREBY CERTIFY AS FOLLOWS:

1. I have reviewed all loans that \_\_\_\_\_ (Broker name) has submitted to Union Home Mortgage during the time period \_\_\_\_\_ (start date) to \_\_\_\_\_ (end date) wherein \_\_\_\_\_ (Broker name) has utilized either a Third Party Processing Company and/or Third Party Processor and as such have personal knowledge of the facts I am about to relate.
2. All loans are in full compliance with Union Home Mortgage's Policy.
3. There are no violations of Union Home Mortgage's Policy and no refunds of Third Party Processing fees are due and owing to Union Home Mortgage.
4. I have personally read and comprehend the most recent version of the Policy prior to executing this Certification.
5. I am aware that Union Home Mortgage will rely upon the truth, accuracy and contents of this Certificate as a material condition of their continued approval of \_\_\_\_\_ (Broker name) to transact business and/or their renewal thereof.
6. I am authorized to execute this Certificate on behalf of \_\_\_\_\_ (Broker name) as the owner/control person.

BROKER: \_\_\_\_\_

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
(signature)

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(print)



## CERTIFICATE OF THIRD PARTY PROCESSING COMPANY

In accordance with the requirements of Union Home Mortgage's Third Party Processing Fees Policy (hereinafter "Policy"), I HEREBY CERTIFY AS FOLLOWS:

1. I have personal knowledge of the facts I am about to relate.
  - a. \_\_\_\_\_ (hereinafter "Third Party Processing Company") is not affiliated with or connected to the Broker in any way (including any control person, manager or loan officer for the broker or any spouse or relative of such person).
  - b. No employees of the Broker are employed by or retained by Third Party Processing Company in any capacity, or receive or share fees, costs and/or expenses from, without regard to form or structure, whether by salary, commission, consultant, joint venture, independent contractor and/or other professional relationship.
  - c. Third Party Processing Company is duly and actively licensed and in good standing to perform processing services in the state where the subject property is located.
  - d. Third Party Processing Company is duly and actively registered with, all annual reports have been timely filed with and all annual fees have been timely remitted to the Secretary of State in all states where processing will be conducted.
  - e. No License or Registration referenced in Paragraphs (c) or (d) is the subject of a pending or anticipated investigation and/or disciplinary proceeding.
  - f. I agree to timely provide to both Union Home Mortgage and Broker a written Invoice for each transaction that specifically includes, at a minimum, the following:
    - i. Processing company name
    - ii. Processing company address
    - iii. Borrower name
    - iv. Loan number
    - v. Detailed list of processing services provided
    - vi. Amount of the third party processing fee
2. All processing fees are bona fide, reasonable, and have been actually performed by Third Party Processing Company.
3. I have personally read and comprehend the most recent version of the Policy prior to executing this Certification.
4. I am aware that Union Home Mortgage will rely upon the truth, accuracy and contents of this Certificate.
5. I am authorized to execute this Certificate on behalf of Third Party Processing Company as the owner/control person.

THIRD PARTY PROCESSING COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
(signature)

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(print)

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <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) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### 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).

**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 on page 4.

<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.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

**Note.** If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.



The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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, 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 Part II instructions on page 3 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### 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

#### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. 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 the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. 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 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<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, and payments for services paid by a federal executive agency.

## 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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), 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 the chart on page 4 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 Social Security Administration 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. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, 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 domestic 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, below, and items 4 and 5 on page 4 indicate 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 the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**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 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation 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* on page 1.

\*Note. 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, social security number (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 Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) 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. 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.



# Warehouse Verification Form

**This Section to be completed by Mortgage Lender (Emerging Banker):**

\_\_\_\_ The institution will be utilizing depository funds for funding transactions and therefore does not have a Warehouse Lender\* (\* if applicable remainder of form does not need to be completed)

Warehouse Institution Name: \_\_\_\_\_

Attention: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Warehouse Line Amount: \$ \_\_\_\_\_ Date Opened: \_\_\_\_\_

Client Name: \_\_\_\_\_

ABA#: \_\_\_\_\_ Account #: \_\_\_\_\_

**Lender Authorization**

We authorize the release of the information regarding our Warehouse Line of Credit to Union Home Mortgage Corp. A copy of this authorization is deemed valid and can be used at any time to obtain a Warehouse Line of Credit Verification.

Completed By: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

---

**This Section to be completed by Warehouse Lender:**

**WAREHOUSE LENDER IS REQUIRED TO PROVIDE WIRING INSTRUCTIONS**

The Mortgage Lender listed above has indicated that they have a Warehouse Line of Credit with your institution. We are requesting verification of the line of credit as follows:

Warehouse Line Amount: \$ \_\_\_\_\_

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

Expiration/Renewal Date: \_\_\_\_\_ Any Renewal Requirements: \_\_\_\_\_

Is Line used for other purposes other than funding mortgages? If yes, what/why.

\_\_\_\_\_

Ability to fund jumbo?:  Yes  No

Has Warehouse Line been managed satisfactorily? If no, explain. \_\_\_\_\_

Completed By: \_\_\_\_\_ Date: \_\_\_\_\_

*Name/Title*