



HomeXpress Mortgage Corp. Broker Package Submission Checklist

Please complete and sign your Broker Application and Agreement. For each item that applies to your business, please provide the documentation or information requested. A complete application and supporting documentation will assure a faster turn-around time. If you have any questions, please contact your Account Executive.

- Broker Application** - Complete and sign the application. Include the documentation outlined in this checklist. Failure to provide all the necessary information can result in a delay and/or declination.
- Broker of Record** - Owner/Principal must have at least 2 years of mortgage experience (exceptions will be considered on case-by-case basis).
- Company Resolution** – This documentation is required if your company entity is one of the following: partnership, LLP, LLC, or corporation.
- W-9 Request for Taxpayer Identification Number and Certification**
- Broker License(s)** – Attach the broker license(s) in the state(s) you would like to do business with HomeXpress Mortgage Corp.
- Loan Officer and Branch License(s)** – Attach the license(s) and/or registration(s) of all loan officers and other loan originators, as well of all branches of your company, that you would like to have doing business with HomeXpress Mortgage Corp.
- Resumes** (Broker of Record/Principals/Owners)
- Articles of Incorporation or Organization**
- Broker Agreement and Compensation Plan**– Complete and execute the Agreement and Plan (Note: any modifications to agreement provisions may result in delays or a denial.)
- Anti-Money Laundering and Bank Secrecy Act** - Completed and executed.
- Broker Affiliate Certification Disclosure** - Completed and executed.

NOTE: HOMEXPRESS MORTGAGE CORP. IS UNABLE TO ACCEPT LOAN APPLICATIONS OR DRAW LOAN DOCS UNTIL YOUR BROKER APPLICATION IS APPROVED.

The completed broker package should be sent to: HomeXpress Mortgage Corp.

My Account Executive is: _____



**HomeXpress Mortgage Corp.
Broker Application**

Company/Broker Information:

Legal Company Name: _____

DBA or Trade Name: _____

Former Co Name (if Applicable): _____

Main Business Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ Email: _____

Contact Name: _____ Telephone: _____

Company Information:

Please Check One:

- Sole Proprietorship Partnership Limited Liability Company
 Corporation Other _____

Filing Date: _____ Filing State: _____ Federal Tax ID No: _____

Licensing Information:

Broker of Record Name: _____

NMLS# License # Expiration Date

Additional States:

Please attach copy of state license(s)

Principals of Broker:

Principals/Owners	Title	Phone Number or Ext	SSN Number	% Ownership

Questions:

1. Has your company or any of its principals ever been suspended or terminated from selling mortgages to any investor, or from brokering loans for any lender? If yes, please provide an explanation on a separate page, and include with your application.

- Yes
- No

2. Has your company or any of its principals ever been named as a defendant in a lawsuit for alleged fraud or misrepresentation, alleged unlawful discrimination, or other alleged violation of law in connection with any real estate or mortgage lending related activity? If yes, please provide an explanation on a separate page, and include with your application.

- Yes
- No

3. Has your company any of its principals ever had a mortgage or other professional license suspended, revoked, or otherwise made the subject (in whole or in part) of any action by a regulatory agency? If yes, please provide an explanation on a separate page, and include with your application.

- Yes
- No

4. Does your company or any of its principals own a real estate brokerage, real estate development company, construction company, appraisal company, appraisal management company, title company, escrow company, or financial services company such as a tax preparation company, or credit counseling company? If yes, please list all affiliated companies and provide a copy of Broker's policies as it relates conducting business with an affiliate.

- Yes
- No

Company Name	Type of Business	Names of Principals	Ownership %

5. How did you hear about HomeXpress Mortgage Corp?

6. How many Loan Originators do you have on staff?

Volume History:

	# Loans Funded	Total \$ Amt Funded	% Conventional	% Government
Current YTD:				
Prior Year:				

Branch Offices: (attach a separate sheets if necessary)

Address:

Telephone:

Fax:

Contact Name:

Three Lender References:

Lender Name:	Telephone:	Contact Person:	Email Address:

The undersigned declare(s), represent(s), and warrant(s) that the statements set forth herein are true, accurate, and complete, and do not omit any material information.

HomeXpress Mortgage Corp. is hereby authorized to obtain verification of any of the information stated herein.

Broker Name: _____ Date: _____

Principal's Signature: _____

Printed Name: _____

Title: _____

SSN: _____

By signing above, I authorize HomeXpress Mortgage Corp. to obtain my credit report(s) for purposes of evaluating this Broker Application, and/or for purposes of investigating or enforcing any agreement between HomeXpress Mortgage Corp. and the Broker named above.

Broker Name: _____ Date: _____

Principal's Signature: _____

Printed Name: _____

Title: _____

SSN: _____

By signing above, I authorize HomeXpress Mortgage Corp. to obtain my credit report(s) for purposes of evaluating this Broker Application, and/or for purposes of investigating or enforcing any agreement between HomeXpress Mortgage Corp. and the Broker named above.

COMPANY RESOLUTION
(Application for and Execution of Broker Agreement)

The undersigned hereby certifies that the following was adopted by the _____ of _____, a
(Broker Board of Directors/Members/Partners) (Broker Company Name)
_____ on _____.
(Corporation/Limited Liability Company/Partnership) (Date)

1. Broker is authorized to enter into the Broker Agreement (“Agreement”) with HomeXpress Mortgage Corp. (“Lender”), and has the power and authority to comply with and be bound by the terms and conditions of the Agreement;
2. Lender may rely on this Company Resolution as of the date hereof and as of the date of any subsequent transactions under the Agreement;
3. As of the date hereof, the officers, members or partners of Broker executing this Company Resolution below are authorized to make, execute, and deliver on behalf of Broker this Company Resolution, as well as the Broker Application and Broker Agreement (and related addenda) executed in connection herewith;
4. The undersigned officers, members or partners of Broker represent, warrant, and agree that all information, representations, warranties, promises, assignments, conveyance instruments, documents and forms required to be executed in order for Broker to comply with and by bound by the terms and conditions of the Broker Agreement (and related addenda) are true, correct, and complete, and do not omit any material information.

Name: _____	Signature: _____
Title: _____	
State of _____	
County of _____	

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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									
				-			-		
or									
Employer identification number									
					-				

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

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 on page 3.

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

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

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?* on page 2 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 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, 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 28% 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 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

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* on page 3 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of 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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

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. 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 this page), 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 SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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, 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 items 1, 4, or 5 below 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 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), 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
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 ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. 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:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
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 Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*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, 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. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit 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. 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.

**HOMEXPRESS MORTGAGE CORP.
BROKER AGREEMENT (THIRD PARTY ORIGINATIONS)**

This Broker Agreement (“Agreement”) is entered into as of _____, 20____ (“Effective Date”) by and between _____, a _____ (“Broker”) and HomeXpress Mortgage Corp., a Delaware Corp. (“HomeXpress Mortgage Corp.”).

Broker’s Duties

Broker shall accept applications for loans at its own offices in its own name through its own employees and agents. All loans resulting from applications submitted by Broker to HomeXpress Mortgage Corp. shall be deemed “Brokered Loans”.

Broker intends from time to time to offer HomeXpress Mortgage Corp. mortgage loan applications and related materials procured by Broker. Until this agreement is cancelled by either HomeXpress Mortgage Corp. or Broker, HomeXpress Mortgage Corp. will make available to Broker HomeXpress Mortgage Corp.’s loan programs at terms and interest rates subject to change by HomeXpress Mortgage Corp. on a daily basis.

Broker understands that all loan application materials submitted to HomeXpress Mortgage Corp. pursuant to this Agreement will be underwritten in accordance with secondary market standards and all applicable federal, state, and local laws. Broker understands and agrees that HomeXpress Mortgage Corp. is not obligated to communicate to Broker any of these secondary market standards, or to notify Broker of any applicable federal, state, and local laws.

Broker understands and agrees that HomeXpress Mortgage Corp. loan documents are available only in English, and as such, Broker shall communicate with all applicants only in English when discussing the application for, and terms and conditions of, any loans or loan application materials submitted to HomeXpress Mortgage Corp.

Broker shall comply with the procedures established by HomeXpress Mortgage Corp. as updated from time to time. HomeXpress Mortgage Corp. shall in its sole and exclusive discretion determine whether any loan application meets the terms and requirements of any available loan programs.

Broker shall provide to HomeXpress Mortgage Corp. the loan application signed by the applicant, and such credit, financial, and other information and documentation necessary for HomeXpress Mortgage Corp. to investigate, underwrite and fully evaluate the loan application. Broker shall assist HomeXpress Mortgage Corp. in obtaining any additional information and documentation requested by HomeXpress Mortgage Corp. to facilitate the closing and funding of the loan transaction. The date that a loan is funded shall be deemed to be the “Funding Date”.

Broker shall also perform all customary duties of a mortgage broker, including without limitation analyzing applicant's income and indebtedness and determining the maximum reasonable loan obligations that the applicant can bear; educating applicants regarding the home purchase and

financing process; collecting financial information and all other related documents; initiating and ordering verifications of employment, deposits, and other income, assets, and obligations of applicants; initiating and ordering inspections, environmental reports or engineering reports; assisting applicants in handling credit problems (including without limitation any required credit or housing counseling); ordering legal documents; keeping applicants apprised of the application status; and performing any other services as HomeXpress Mortgage Corp. may reasonably request from time to time.

Broker shall not in any way represent or imply to any loan applicant or other customer that Broker (or any of its loan officers, or other employees, agents, or contractors) is in any way affiliated or connected with HomeXpress Mortgage Corp. or that Broker has any power or authority to bind HomeXpress Mortgage Corp., including without limitation any representation that Broker's office is an office or branch of HomeXpress Mortgage Corp. Neither Broker, nor any of its loan officers, or other employees, agents, or contractors, shall have any agency, power or authority to undertake any other act or transaction on behalf of or as agent of HomeXpress Mortgage Corp.

Broker shall be exclusively responsible for all of its own costs and expenses in connection with Broker's business and its duties pursuant to this Agreement.

Neither Broker, nor any of its subsidiaries or affiliates, nor any of its loan officers, or other employees, agents, or contractors, shall contact or otherwise solicit the borrower(s) or mortgagor(s) of any Brokered Loans for purposes of a new cash-out loan, refinance or other prepayment. Advertisements undertaken by Broker (or any of its loan officers, or other employees, agents, or contractors, or any subsidiaries or affiliates of Broker) that are directed to the general public at large, and not specifically to the borrower(s) or mortgagor(s) of any Brokered Loans (e.g., radio and television advertisements, internet or newspaper advertisements, or mass mailings based on commercially acquired mailing lists) shall not violate this provision.

HomeXpress Mortgage Corp.'s Duties

HomeXpress Mortgage Corp. will provide lists of the programs and types of loans that HomeXpress Mortgage Corp. will in its sole and exclusive discretion offer, which lists will include applicable interest rates, loan limits, loan-to-value ratios, points and fees.

Approvals will take the form of written commitments covering only the particular loan application(s) submitted by Broker for approval. HomeXpress Mortgage Corp. is under no obligation to accept any minimum number or percentage of loan applications, or any loan applications at all, from Broker.

HomeXpress Mortgage Corp. shall pay Broker pursuant to the HomeXpress Mortgage Corp. Broker Compensation Addendum to Wholesale Broker Agreement, which is attached hereto and incorporated herein by reference.

HomeXpress Mortgage Corp. will approve or decline loan applications in its sole and exclusive discretion, in accordance with its current underwriting policies. HomeXpress Mortgage Corp., in

its sole and exclusive discretion, shall make all underwriting determinations.

HomeXpress Mortgage Corp. shall communicate to Broker by telephone or in writing HomeXpress Mortgage Corp.'s approval or disapproval of each loan application. HomeXpress Mortgage Corp. shall approve or disapprove each loan application in its sole and exclusive discretion, and in making such determination, HomeXpress Mortgage Corp. expressly disclaims any inference Broker may draw as to the general quality or acceptability of the underlying application.

At no time will HomeXpress Mortgage Corp. communicate with Broker's client, either by written or verbal communication, except solely in order to comply with any applicable federal, state, or local laws, or except as expressly allowed pursuant to this Agreement.

HomeXpress Mortgage Corp.'s offer to lend will be evidenced by a "Loan Commitment Notice." After consultation with Broker's client, Broker shall advise HomeXpress Mortgage Corp. of the applicant's acceptance or non-acceptance of such offer. Upon acceptance of HomeXpress Mortgage Corp.'s offer, either by written or verbal communication, a formal offer will be issued as evidenced by HomeXpress Mortgage Corp.'s loan documents.

Audits and Examinations

Broker understands that HomeXpress Mortgage Corp. is or may be subject to various laws and/or secondary market investor requirements pursuant to which mortgage lenders such as HomeXpress Mortgage Corp. must maintain ready access to accurate and current documents and information regarding mortgage brokers such as Broker, and must monitor and conduct periodic audits and examinations of mortgage brokers such as Broker.

Broker agrees to allow HomeXpress Mortgage Corp. (in its sole and exclusive discretion) to conduct random, regular, or periodic audits and examinations of Broker's activities, practices, procedures, facilities, and records (including without limitation on-site reviews and examinations at any of Broker's facilities) relating in any way to HomeXpress Mortgage Corp.

Such audits and examinations shall be scheduled and conducted in the sole discretion of HomeXpress Mortgage Corp., except that HomeXpress Mortgage Corp. will provide Broker with no less than Thirty (30) days' advance notice of any such audit or examination. Broker agrees to fully cooperate with HomeXpress Mortgage Corp. requests for information and documentation relating in any way to HomeXpress Mortgage Corp., and to allow HomeXpress Mortgage Corp. full access to Broker's facilities and records relating in any way to HomeXpress Mortgage Corp., in order that HomeXpress Mortgage Corp. may conduct its audits and examinations.

Broker also understands and agrees the HomeXpress Mortgage Corp. will monitor Broker's activities, including without limitation by conducting quality control audits on all Brokered Loans and re-verifications of credit documentation and any other information or application materials submitted by Broker as required by HomeXpress Mortgage Corp. in its sole and exclusive discretion, or as required by HomeXpress Mortgage Corp.'s regulators, investors, or otherwise.

In addition, HomeXpress Mortgage Corp. may, in its sole discretion, perform inspections of the mortgaged property securing the loan at any time prior to, or within ninety (90) days subsequent to, the Funding Date.

Broker agrees and understands that HomeXpress Mortgage Corp shall use license tracking systems to verify Broker's continuing compliance with applicable authorities.

In addition to and without limiting any other terms and provisions of this Agreement, and upon HomeXpress Mortgage Corp.'s request, Broker shall immediately provide to HomeXpress Mortgage Corp. current financial statements executed by Broker's authorized corporate officer that comprise of both a balance sheet and an income statement for the previous fiscal year, as well as evidence of Broker's errors and omissions policy naming HomeXpress Mortgage Corp. as the additional insured.

In addition to and without limiting any other terms and provisions of this Agreement, and upon HomeXpress Mortgage Corp.'s request, Broker shall immediately provide to HomeXpress Mortgage Corp. copies of Broker's policies and procedures regarding loan originator compensation, privacy and information security, record retention, anti-money laundering and USA Patriot Act compliance, and other policies and procedures.

Notwithstanding any other term or provision of this Agreement, as between HomeXpress Mortgage Corp. and Broker, HomeXpress Mortgage Corp. is entitled to rely upon all documents and information provided to HomeXpress Mortgage Corp. by Broker, without need for HomeXpress Mortgage Corp. to independently investigate or verify such documents and/or information before relying upon them.

Broker's Representations and Warranties

All of Broker's representations and warranties shall apply as of the Effective Date of this Agreement, and shall continue to apply through the date Broker submits any loan application or other materials to HomeXpress Mortgage Corp., through the closing and funding of each Brokered Loan, and through the date that any Brokered Loan is purchased by any third party investor, and until all Brokered Loans are fully paid off, satisfied, and/or released.

Broker represents and warrants that it is a duly and properly organized and licensed residential mortgage loan broker in good standing with all applicable governmental, licensing, and regulatory authorities in all jurisdictions in which it operates. Broker also represents and warrants that all of its loan officers (and other employees and agents) are duly and properly licensed and registered as may be required in all jurisdictions in which they operate.

Broker represents, warrants, and agrees that it will notify HomeXpress Mortgage Corp. in writing and immediately upon the suspension, revocation, expiration, termination or other change of any license or registration of Broker, any change of ownership or control of Broker, and/or of the taking of any action by any governmental, regulatory, or licensing authority against or involving Broker and/or any of its loan officers or other employees or agents.

Broker represents and warrants that it has the requisite corporate authority, power, and capacity to enter into this Agreement and that Broker's compliance with the terms and conditions of this Agreement will not violate the terms of any governing organizational instrument of Broker or any other instrument or agreement to which Broker is a party.

Broker represents and warrants that Broker has not in any way represented or implied to any loan applicant that Broker (or any of its loan officers, or other employees or agents) is in any way affiliated with or connected to HomeXpress Mortgage Corp.

Broker represents and warrants that all of its activities (and/or all of the activities of Broker's loan officers or other employees or agents), including without limitation as to any and all loan applications Broker submits to HomeXpress Mortgage Corp., are in full compliance with all applicable federal, state, and local laws.

Broker represents and warrants that there are no facts that might cause any Brokered Loan to be deemed to violate or alleged to violate any applicable federal, state, and local law(s), on account of any action or omission (or any alleged action or omission) by Broker, its loan officers, or its other employees or agents.

Broker represents and warrants that all facts, information, and documentation submitted by Broker to HomeXpress Mortgage Corp. are true, correct, and complete, and do not omit any material facts or information.

Broker represents and warrants that there are no facts that might cause any Brokered Loan to be deemed unenforceable or alleged to be unenforceable, and/or subject or allegedly subject to any right of rescission, set-off, counterclaim or defense, on account of any action or omission (or any alleged action or omission) by Broker, its loan officers, or its other employees or agents.

All of Broker's representations, covenants, and warranties shall be deemed to be for the benefit of HomeXpress Mortgage Corp. and its successors and/or assigns, and shall survive any termination of this Agreement.

Breach and Remedies

In the event that a Brokered Loan is prepaid in full during the first One Hundred Fifty (150) days following the applicable Funding Date, the loan shall be considered an "Early Pay Off" or "EPO" loan.

Broker agrees to immediately indemnify HomeXpress Mortgage Corp. and its past, present, and future directors, officers, shareholders, employees, attorneys, agents, representatives, subsidiaries, affiliates, successors and assigns (collectively, the "Indemnified Parties"), and hold them harmless from and against, any claims, allegations, losses, damages, demands, costs, expenses, or other liabilities, including without limitation all reasonable attorney's fees and expenses, and all reasonable costs and expenses of investigation, in any way relating to or in any way arising out of: (i) Broker's violation or alleged violation of any applicable federal, state, and local law(s); (ii) Broker's breach or alleged breach of any of Broker's covenants, representations,

warranties, terms, provisions, agreements, duties and/or obligations under this Agreement; (iii) any acts, omissions or services (or any alleged acts, omission, or services) by Broker, or any of its loan officers, employees, or agents; (iv) any claim by any customer, applicant, or third-party resulting from HomeXpress Mortgage Corp.'s failure or refusal to fund a loan; (v) any claim by any customer, applicant, borrower, mortgagor, or third-party that Broker is a joint venture, partner, representative, employee or agent of or otherwise affiliated with HomeXpress Mortgage Corp.; and/or (vi) any repurchase by HomeXpress Mortgage Corp. of any Brokered Loan, on account of any act or omission (or alleged act or omission) by Broker.

In addition to and without limiting any other terms and provisions of this Agreement, and in addition to any other remedies available to HomeXpress Mortgage Corp. at law or in equity, Broker shall immediately repurchase any Brokered Loan, if HomeXpress Mortgage Corp. in its sole and exclusive discretion determines that Broker breached or violated any of Broker's representations and warranties contained in this Agreement as to the Brokered Loan. Alternatively, at HomeXpress Mortgage Corp.'s sole and exclusive discretion, Broker shall immediately reimburse and fully compensate HomeXpress Mortgage Corp. for its losses, damages, demands, costs, expenses, and/or other liabilities (including without limitation all reasonable attorney's fees and expenses, and reasonable costs and expenses of investigation) as to any Brokered Loan, if HomeXpress Mortgage Corp. in its sole and exclusive discretion determines that Broker breached or violated any of Broker's representations and warranties contained in this Agreement as to the Brokered Loan.

The repurchase price ("Repurchase Price") shall be equal to the unpaid principal balance of the Brokered Loan(s), plus the accrued amount of the interest shortfall (negative amortization), if any, due HomeXpress Mortgage Corp., plus any accrued, but unpaid interest due HomeXpress Mortgage Corp. on the date of repurchase, and less the escrow balance held by HomeXpress Mortgage Corp., as calculated by HomeXpress Mortgage Corp. on the date of repurchase.

In addition to and without limiting any other terms and provisions of this Agreement, and in addition to any other remedies available to HomeXpress Mortgage Corp. at law or in equity, HomeXpress Mortgage Corp. may at any time set off, and appropriate and apply, any and all amounts at any time owing or allegedly owing by HomeXpress Mortgage Corp. to Broker (or for the credit or the account of the Broker) against any and all amounts at any time owing or allegedly owing by Broker to HomeXpress Mortgage Corp., without need for any prior presentment, demand, protest, or other notice of any kind to Broker or to any other person, any such notice being expressly waived by Broker.

In addition to and without limiting any other terms and provisions of this Agreement, and in addition to any other remedies available to HomeXpress Mortgage Corp., in the event of an EPO loan, Broker shall, within thirty (30) days after receipt of notice from HomeXpress Mortgage Corp., pay to HomeXpress Mortgage Corp. an amount equal to the compensation paid to Broker by HomeXpress Mortgage Corp.

Notwithstanding any other term or provision of this Agreement, any investigation (faulty or otherwise) or any failure to investigate by HomeXpress Mortgage Corp. as to any documents or information submitted by Broker to HomeXpress Mortgage Corp. shall not limit or otherwise

affect HomeXpress Mortgage Corp.'s right or ability to obtain full and complete relief from Broker under this Agreement or otherwise.

Notices

All notices required to be given pursuant to this Agreement will be given in writing and will be deemed given when personally delivered or when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to such party as follows:

Broker:	HomeXpress Mortgage Corp.:
_____	_____
_____	_____
_____	_____

Broker authorizes HomeXpress Mortgage Corp. (and any of its employees, agents, representatives, subsidiaries, affiliates, successors and assigns) to make marketing, advertising, telemarketing, informational, facsimile transmissions, text messages, and other calls and communications, including without limitation by automatic telephone dialing system, to the following telephone numbers of Broker:

Broker: _____

Miscellaneous

This Agreement constitutes the entire agreement between the parties with respect to this subject matter hereof. There are no promises, agreements, terms, or conditions other than those contained herein.

No waiver or modification of this Agreement shall be valid unless executed in writing by both parties. Any waiver or breach of any term or condition of this Agreement will not be deemed a waiver of any other or subsequent breach, whether of a like or different nature.

Notwithstanding any other term or provision of this Agreement, HomeXpress Mortgage Corp. reserves the right, in its sole and exclusive discretion, to amend, update, and modify the Agreement as necessary to comply with applicable laws, regulations, secondary market investor requirements, and other requirements with or without prior notice to Broker.

In the event of litigation between the parties in any way related to or in any way arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, and expenses. This Agreement, and any and all disputes in any way arising out of or in any way relating to this Agreement, shall be construed in accordance with the laws of the State

of California. In the event of litigation between the parties, venue will lie solely in the Superior Court of California in and for the County of Orange or in the United States District Court, Central District of California, Southern Division. Broker expressly consents to said venues and to the jurisdiction of these courts, and waives application of inconvenient forum to any litigation in these courts.

Each party hereto agrees to execute any and all documents and writings, and to do such other acts, which may be necessary or expedient to further the purposes of this Agreement.

This Agreement may be executed simultaneously in any number of counterparts, all of which shall constitute one and the same instrument. A copy and/or facsimile reproduction of this Agreement may be used for any and all purposes, and such copy and/or facsimile reproduction will have the same force and effect as a fully executed, original document.

Should any inconsistency exist or arise between a term or provision of this Agreement and a term or provision of any exhibit, schedule, or other incorporated writing (including without limitation the Broker Compensation Addendum to this Agreement), the term or provision of this Agreement will prevail over the provision of the exhibit, schedule, or other incorporated writing.

The terms and conditions of this Agreement (including without limitation the Broker Compensation Addendum to this Agreement) shall be kept confidential and their contents should not be disclosed to any person or entity, except only as necessary to comply with applicable law, valid subpoenas, or regulatory actions, or to enforce the terms and conditions of this Agreement.

Nothing in this Agreement shall be construed to create an exclusive relationship in any market or geographic area between Broker and HomeXpress Mortgage Corp.

Nothing in this Agreement shall be construed to create a joint venture, partnership or agency relationship. HomeXpress Mortgage Corp. reserves the right to terminate this Agreement at any time for any reason.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

BROKER:

HOMEXPRESS MORTGAGE CORP.

(Printed Name of Broker)

(Signature of Authorized Person)

(Signature of Person Authorized by Broker)

(Printed Name of Authorized Person)

(Printed Name of Authorized Representative)

(Title of Authorized Person)

(Title of Authorized Representative)

(Broker's Tax Identification Number)



BROKER COMPENSATION ADDENDUM TO BROKER AGREEMENT

This Broker Compensation Addendum (“Addendum”) is interested into as of the ____ day of _____, 20____, by and between HomeXpress Mortgage Corp. (“HomeXpress Mortgage Corp.”) and _____ (“Broker”). This Addendum supplements the Broker Agreement (“Agreement”) entered into by and between HomeXpress Mortgage Corp. and Broker. Hereafter when read together, the Agreement and the Addendum shall constitute one integrated document.

In consideration of the mutual undertakings and covenants set forth in this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. If completed and returned, this Addendum replaces and supersedes any and all prior Broker Compensation Addendums to the Agreement between the parties.
2. This Addendum will be effective for all Brokered Loans registered and assigned to a HomeXpress Mortgage Corp. loan number on or after _____.
3. Compensation by the Borrower:

HomeXpress Mortgage Corp. limits compensation on Borrower Paid Transactions at a maximum amount of 275 basis points.

Brokers can offer the following compensation percentages:

- | | | |
|---------------------------------|---------------------------------|---------------------------------|
| <input type="checkbox"/> 0.250% | <input type="checkbox"/> 0.500% | <input type="checkbox"/> 0.750% |
| <input type="checkbox"/> 1.000% | <input type="checkbox"/> 1.250% | <input type="checkbox"/> 1.500% |
| <input type="checkbox"/> 1.750% | <input type="checkbox"/> 2.000% | <input type="checkbox"/> 2.250% |
| <input type="checkbox"/> 2.500% | <input type="checkbox"/> 2.750% | |

Should Broker choose to do so, Broker may stipulate a maximum dollar amount to be received on any loan in connection with the percentage elected above.

Please note that the percentage elected above will be used to calculate the compensation on every loan up to the maximum dollar amount indicated below, if applicable. In no instance, will the compensation amount paid be allowed to exceed the compensation percentage elected above.

Broker may not elect a minimum dollar amount of compensation to be received; the minimum will be based upon the percentage elected above.

Maximum compensation to be received on any loan: \$ _____

This election of compensation will be in effect until the next open compensation period.

Compensation schedules will be available for change selection every business quarter. If Broker requires a change to the agreed compensation, Broker must contact its Account Executive and provide a business justification for the change request. HomeXpress Mortgage Corp. will contact Broker prior to the next open compensation period to review and evaluate Broker's request. Should no changes in compensation percentages be necessary, Broker's current election shall remain in effect.

Please note compensation periods are determined at the sole discretion of HomeXpress Mortgage Corp.

When Broker's compensation is paid by the borrower(s), total compensation on each mortgage loan, including any additional lender fees, cannot exceed the selected or defaulted compensation percentage as selected above.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representative who, by signing below, represent and certify they have the authority to bind the respective party to this Addendum.

BROKER:

(Printed Name of Broker)

(Signature of Person Authorized by Broker)

(Printed Name of Authorized Representative)

(Title of Authorized Representative)

(Broker's Tax Identification Number)

Anti-Money Laundering and USA Patriot Act Compliance

Broker must certify that it maintains written anti-money laundering and USA Patriot Act compliance policies and programs.

This properly executed form must be returned to HomeXpress Mortgage Corp. to become or remain an active HomeXpress Mortgage Corp. broker.

Please complete the below certification and return it to HomeXpress Mortgage Corp.

The undersigned represents and warrants that Broker has established written Anti-Money Laundering and USA Patriot Act policies and programs that comply with federal law, and are currently maintained and strictly enforced.

HomeXpress Mortgage Corp. reserves the right to request evidence of compliance. Broker agrees to provide evidence of compliance, if requested.

BROKER:

(Printed Name of Broker)

(Signature of Person Authorized by Broker)

(Printed Name of Authorized Representative)

(Title of Authorized Representative)

(Date of Execution)

BROKER AFFILIATE CERTIFICATION DISCLOSURE

As used in this document, the term “affiliate” means any company that controls, is controlled by, or is under common control with Broker and/or any of Broker’s officers, directors, members, shareholders, or other principals.

As used in this document, the term “control” means:

(A) Broker and/or any of Broker’s officers, directors, members, shareholders, or other principals (or any of their wives, husbands, or close family members) directly or indirectly owns, controls, or has power to vote 25 per cent or more of the shares of the other company;

(B) Broker and/or any of Broker’s officers, directors, members, shareholders, or other principals (or any of their wives, husbands, or close family members) can control the election of a majority of the directors of the other company; or

(C) Broker and/or any of Broker’s officers, directors, members, shareholders, or other principals (or any of their wives, husbands, or close family members) directly or indirectly exercises a controlling influence over the management or policies of the other company.

Please identify any of Broker’s affiliates that provide settlement, real estate, or financial services, such as a real estate brokerage, real estate development company, construction company, appraisal company, appraisal management company, title company, escrow company, or financial services company such as a tax preparation company, or credit counseling company:

Affiliate Name	Nature of Affiliation	Services Provided	Standard Fee or Fee Range for Services

(Please attach a separate list if necessary)

(Printed Name of Broker)

(Signature of Person Authorized by Broker)

(Printed Name of Authorized Representative)

(Title of Authorized Representative)

(Date of Execution)