

Consumer Loans Wholesale Broker theStart Checklist

Account Executive _____

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

REQUIRED TO BE APPROVED

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

All supporting documents should be emailed to: brokerapprovals@thelender.com. Please include your company's exact legal name on each page to expedite processing.

theSTART APPLICATION:

I. General Information and Approval Set Up

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

II. Production Volume List Most Recent 12 Months Production Information

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

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

How is applicant’s processing completed?	<input type="checkbox"/> In House	<input type="checkbox"/> Outsourced to 3 rd Party	<input type="checkbox"/> Both
If processing is outsourced to a 3 rd party, complete:	Processing Company’s Legal Name		
	Company’s Address		
	Phone Number		
	NMLS		

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

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

Yes – Applicants who select Yes – Please specify:

IV. Certifications:By Execution of this application, Broker/

Principal certifies that:

- Each representation related to Broker or any owner of Broker in the Broker Agreement is true and correct.
- Except as disclosed to lender on a separate attachment, Applicant has in place each of the following:
 - A policy in place for performing background checks on all its employees, compliant with Applicable Requirements.
 - A compliant AML policy and training in accordance with the Bank Secrecy Act (altogether, “BSA/AML”).
 - A SAFE Act policy in place and procedures with training for its employees.
 - A zero tolerance loan fraud policy in place. Applicant has read theLender’s Loan Fraud Zero Tolerance Policy and understands theLender’s position on “Loan Fraud.” [Loan Fraud Zero Tolerance](#)

Authorization for Verification of Credit and Business References

Broker and each of the undersigned persons hereby authorize theLender to obtain references and similar background information to be used for evaluation of the Broker’s eligibility to do business with theLender. Such evaluation may include a credit bureau report or similar reports.

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

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

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

Company’s Legal Name:

Typed Name and Title of Authorized Officer:

Signature of Officer:

Date:

Email:

V. Broker Originator Compensation Agreement

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

The Following Compensation Plans are available.

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

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

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

Mortgage Broker selects the following minimum dollar thresholds:

No minimum dollar thresholds selected.

Minimum of \$1,500.

Mortgage Broker selects the following maximum dollar thresholds:

No maximum dollar thresholds selected.

Maximum of \$20,000.



CERTIFICATIONS

1. Has your company, or any of its Owners or Principals, been named as defendant in a lawsuit, or been involved in any litigation during the past ten (10) years?

YES NO

2. Has any Owner or Principal with your company ever been convicted of a crime?

YES NO

3. Has your company, or any of its Owners or Principals, ever filed for protection from creditors under any provision of United States Bankruptcy laws within the past ten (10) years?

YES NO

4. Has your company, or any of its Owners, Principals or Loan Officers, ever had a company or individual mortgage lender/banker, mortgage broker, real estate or other professional license suspended, revoked or received any other disciplinary action from a federal or state regulatory agency?

YES NO

5. Does your company have hiring policies and procedures that include a check for all employees, including management, who are involved in the origination of mortgage loans against the U.S. General Services Administration (GSA) excluded Parties List, the HUD Limited Denial of Participation List (LDP List), and the Federal Housing Finance Agency (FHFA) Suspended Counterparty Program (SCP) List?

YES NO

6. Has your company, or any of its Owners, Principals or Loan Officers (i) had any formal complaints filed against them by a federal or state mortgage banking/broker regulatory authority; (ii) been found in violation of any mortgage banking/broker federal or state regulatory authority's statutes or regulations; or (iii) had an order entered against them by a federal or state mortgage banking/broker regulatory authority?

YES NO

7. Has your company ever had unfavorable findings with regard to mortgage operations included in any audit, examination or report by FHA, VA, Fannie Mae, Freddie Mac or any regulatory, supervisory or investigative agency?

YES NO

8. Have you been required to repurchase a loan(s) from a lender during the last twenty-four (24) months?

YES NO

Broker Originator Compensation Agreement Certification:

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

Background Check Certification

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

BSA/AML Policy Certification

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

SAFE Act Policy Certification

Broker certifies that it has an effective SAFE Act policy and training and performs periodic reviews to ensure compliance with such policy.

Loan Fraud Zero Tolerance Policy Certification

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

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

Company’s Legal Name:

Typed Name and Title of Authorized Officer:

Signature of Officer:

Date:

Email:

CONSUMER MORTGAGE LOAN BROKER AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

TO BROKER:

TO HOMETOWN EQUITY MORTGAGE, LLC dba theLender:

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

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

Hometown Equity Mortgage, LLC dba theLender
By:

Name: Alan Vidal

Its: Chief Compliance Officer

Date:

Broker Company Legal Name:

By (Signature):

Name (Signatory):

Its (Title):

Date:

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

Licensee:

User:

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

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

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

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

Hometown Equity Mortgage, LLC

("Licensee")

("User")

Hometown Equity Mortgage LLC Authorized Signatory Signature

Authorized Signatory Signature

Printed Name & Title & Date

Printed Name & Title & Date

