



first community mortgage



## BUSINESS PARTNER APPLICATION

This checklist is to be used to guide and confirm all items required to submit a complete lending application to First Community Mortgage, Inc. ("FCM"). Email the completed application and the required documents listed below to your Account Executive

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

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

**Application Type:** Wholesale Non-Delegated Correspondent (NDC)

**Required Documents for All Submitted Applications:**

- Fully Completed Business Partner Application
- Broker Agreement
- Compensation Agreement
- Company Resolution
- IRS Form W-9
- FNMA – Desktop UW Redistribution Agreement
- Compliance Addendum
- AIR Addendum
- Anti-Money Laundering Certification
- VA Sponsorship Form (if applicable)
- Resumes of Principal Officers, Owners
- Most recent two years financials (P&L and Balance Sheet) or most recent two years corporate tax returns. Most recent two years public financials or Call Report accepted for Banks and Credit Unions
- User Access List. Provide list of all staff that need access to our website. See format on page 3.
- Quality Control Plan (only if requested by FCM)

**Additional Requirements for NDC:**

- Non-Delegated Agreement
- Correspondent Profile
- Quality Control Plan
- Copy of Appraisal Independence/AIR Policy (if ordering appraisals outside the FCM approved appraisal portal).
- QC Audit, findings and management responses (NDC Tier 2 only, as requested)

# BUSINESS PARTNER APPLICATION

## GENERAL INFORMATION

**Legal Name:** \_\_\_\_\_

DBA (if applicable): \_\_\_\_\_

**Mailing Street Address:** \_\_\_\_\_

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

**Company Phone:** \_\_\_\_\_ **Contact Email:** \_\_\_\_\_

**Company Website:** \_\_\_\_\_

**Company Tax ID#:** \_\_\_\_\_ **NMLS#:** \_\_\_\_\_ **FDIC/NCUA#:** \_\_\_\_\_

**If applicable:**

Name of Parent Company: \_\_\_\_\_

Mailing Street Address (no P.O. Box): \_\_\_\_\_

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

## CONTACT INFORMATION AND AUTHORIZED OFFICERS

Non-Banks - List the names of ALL companies or individuals with ownership interest in your Company. The total ownership percentage (%) must equal 100%. Please attach additional sheet if necessary. Banks- Percentage of ownership is not required.					<i>*Required to be listed on the Resolution</i>
Name	Email	Phone	Title	%	Authorized Officer?
*Primary Contact					

# BUSINESS PARTNER APPLICATION

## USER ACCESS LIST

Provide a list of all staff that need access to our website. Please provide the User Access List in Excel if it exceeds the space below. See below for format.

NAME	NMLS#	SYSTEM ROLE(S)	PHONE NUMBER	EMAIL ADDRESS

## REFERENCES

NOT REQUIRED FOR BANKS OF CREDIT UNIONS

**Provide 2 References:**

Name of Person/Company: \_\_\_\_\_

Title of Contact Person: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Name of Person/Company: \_\_\_\_\_

Title of Contact Person: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

# BUSINESS PARTNER APPLICATION

## GENERAL QUESTIONS

If you answer **YES** to any of the following questions, please provide a detailed explanation and/or copies of all relevant documentation. For any questions regarding eligibility, please contact BP Approval.

Yes      No

Has your company ever been named as defendant in a lawsuit, been involved in any criminal proceedings or litigation in the past 7 years? Including any State or IRS liens.

Has any principal or officer ever been named as defendant in a lawsuit, been involved in any criminal proceedings or litigation in the past 7 years? Including any State or IRS liens.

Has any principal or corporate officer ever been convicted of a crime?

Has your company, and/or principals or corporate officers, ever filed for protection from creditors under any provision of the bankruptcy code within the past seven years?

Has any lender enforced, or attempted to enforce, the Hold Harmless or Repurchase clause of their correspondent or broker agreement with your company and/or any principals or officers in the past 12 months?

Has any investor requested the repurchase of mortgages or requested indemnity in the last twenty four months?

Has your company ever had a Mortgage Insurance Master Policy cancelled or suspended for any reason?

Has your company ever had unfavorable findings regarding mortgage operations, included in any audit examination or report by FHA, VA, FNMA, FHLMC or any regulatory, supervisory or investigating agency?

Has any owner, partner, officer, director of your company ever been affiliated with any company/business that was suspended by FHA, VA, FNMA, or FHLMC?

Has there been a material change in company ownership, board of directors or senior management in the past 12 months?

Are there any affiliate relationships between your company or individuals in your company with any third parties who are engaged in real estate lending or real-estate service providers, i.e., contract processors, appraisers, closing agents, attorneys, surveyors, property inspectors, insurers, lenders or any other applicable situations?

Does your company currently have any affiliate relationships as defined by the Bank Holding Act of 1956, or any affiliate business arrangements (ABA's)?

**Please list all affiliate relationships and percentage of ownership below:**

Name of Affiliate	Nature of Relationship	Percentage of Ownership

# BUSINESS PARTNER APPLICATION

## CERTIFICATIONS

1. Does your company have a process in place to ensure compliance with high cost and anti-predatory lending statutes for all applicable federal, state and if necessary local laws? If no, please provide a detailed explanation under a separate cover.

**Yes**                    **No**

2. Has your company implemented and maintained a satisfactory hiring policy/process as required by the Dodd-Frank Act and Fannie Mae, including without limitation the following: obtain background check(s) for principal officers (including but not limited to, a credit report, screening through the mortgage fraud database or investor exclusionary list, and confirmation of business references, etc.). Check all employees involved in the origination of mortgage loans (including management) against all watch and/or exclusionary list, including but not limited to the U.S. General Services Administration (GSA) Excluded Parties List and the HUD Limited Denial of Participation List (LDP) and the Federal Housing Finance Agency (FHFA) Suspended Counterparty Program list. Business Partner will retain and make available any information and/or records regarding any of the above requirements to First Community Mortgage, Inc. upon request.

**Yes**                    **No**

3. Does your company fully comply with state origination, processing and/or underwriting licensing and approval requirements for office space, including branch and main office location requirements?

**Yes**                    **No**

I, the undersigned Officer, am authorized to provide this information to First Community Mortgage, Inc. on behalf of my company. I attest to the truth and accuracy (to the best of my knowledge and belief) of all the information provided to First Community Mortgage, Inc. located at 262 Robert Rose Drive, Murfreesboro, TN 37129.

I hereby authorize First Community Mortgage, Inc. in connection with its due diligence investigation to process our application, secure Business Reports, check references, and other such financial information that shall be reasonably required.

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_  
*(Must be Senior Officer of Company)*



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# COMPENSATION AGREEMENT

## **COMPENSATION AGREEMENT**

For all loans covered by this Agreement, the amount of compensation Broker/Originator will receive; where First Community Mortgage, Inc., is paying all compensation will be:

\_\_\_\_\_ % of the loan amount. (Please round to nearest 0.125, 1.00% minimum/ 2.75% Maximum)

NOTE: FOR BROKERED TRANSACTIONS, AT A MINIMUM, THE FIRST COMMUNITY MORTGAGE, INC UNDERWRITING FEE MUST ALSO BE INCLUDED IN THE QM POINTS AND FEES LIMIT OF 3.00% UNLESS LOCKED WITH THE “NO-FEE” OPTION AND PRICE ADJUSTMENT, ALONG WITH BROKER COMPENSATION (MAXIMUM 2.75%). THEREFORE, IT IS IMPORTANT FOR EACH BROKER TO CAREFULLY EVALUATE DIFFERENT LOAN SCENARIOS TO ENSURE THAT YOUR SELECTED COMPENSATION PLAN WILL NOT RESULT IN LOANS WHICH WILL BE UNABLE TO MEET THE QM POINTS AND FEES LIMIT.

The percentage amount chosen can be reviewed or changed **once every 90 Days**. Any change in this amount will be applied to new loans locked with First Community Mortgage, Inc after the effective date of the change.

If no change is requested in writing, then the current Compensation Amount on record will remain in effect for the new quarter and each succeeding quarter where there is no change requested. No change in the compensation amount shall affect the validity of any other term or condition of this Agreement.

Return all completed compensation plans to [bpapproval@fcmpartners.com](mailto:bpapproval@fcmpartners.com) (if not submitted with initial approval package). Copy your AE on your email.

Originator Company Name

## First Community Mortgage, Inc.

### Creditor

Name/Title of Authorized Officer

Name/Title of Authorized Officer

### Signature

Date

### Signature

Date





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## COMPANY RESOLUTION

### Resolution of

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(Company Name)

Based upon your Company formation, please check one of the boxes below:

- Corporation
- Limited Liability Partnership
- Limited Liability Company
- Partnership
- Sole Proprietorship

At a Meeting or by unanimous written consent of the Board of Directors of the above-named organization held on/dated \_\_\_\_\_, 20\_\_\_\_, the following Resolution was adopted:

**BE IT RESOLVED** that the people listed below are hereby authorized to act on behalf of \_\_\_\_\_ and he/she/they are hereby expressly authorized to apply to First Community Mortgage, Inc. for approval as a Business Partner, to enter into contracts and to execute all documents and instruments necessary to properly effectuate the purpose of obtaining said approval and to transact business with First Community Mortgage, Inc.

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Name

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Title

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Name

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Title

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Name

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Title

ATTEST

ATTEST

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Signature

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Signature – Officer of Corporation/LLC/LLP

- Secretary of Corporation or LLP
- Manager of LLC
- Sole Proprietor
- Partner



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## COMPLIANCE ADDENDUM

Any loans submitted by the undersigned Originator must be underwritten to First Community Mortgage's sole satisfaction. All loans must meet or exceed minimum state and federal compliance requirements, as well as quality control guidelines as prescribed by the Federal National Mortgage Association and/or Federal Home Loan Mortgage Corporation, HUD/FHA/VA and other public and private investors doing business with First Community Mortgage, Inc. By signing below, Originator agrees to maintain compliance controls and a quality control system as described below.

- A. Credit reports shall be ordered only from vendors that comply with the Fair Credit Reporting Act, and with HUD/FHA, VA, USDA, FNMA, and FHLMC regulations, and all applicable federal and state laws. All credit reports must collect and contain information from at least two (2) national credit repositories and public records. No copy of the credit report is to be released to any person other than the Lender or Borrower. Any discussion pertaining to the credit report by the Borrower is to be referred to the credit reporting agency.
- B. Appraisals shall be performed only by certified appraisers who are licensed by the applicable state licensing authority and in good standing there with. First Community Mortgage, Inc will, at its sole option, determine the need for a new appraisal, field review or desk review.
- C. Originator will not collect payment information or otherwise impose any fee, other than reasonable credit report fees, prior to a borrower's receipt of a Loan Estimate and a borrower's indication of an intent to proceed with the transaction.
- D. Originator certifies that it has updated its internal controls, and trained staff to comply with the new TILA-RESPA Integrated Disclosures (TRID) and rules, which became effective October 3, 2015.
- E. All verifications of employment, deposits and other assets shall be mailed directly to the verifying entity. No such verifications shall be hand carried by an employee of Originator.
- F. Telephone verification of employment, banking relationships and asset verifications shall be performed on all alternative and reduced documentation loans. The loan file shall contain the contact's name, phone number, contact date and specific data collected in each such telephone verification contact.
- G. All appropriate loan disclosures shall be provided to the Borrower by the Originator within three business days from loan application. This includes, but is not limited to, the Loan Estimate, all Fair Lending notices, and other disclosures as required by state and federal law.
- H. All copies of documentation furnished by the Borrower are to be stamped as a certified copy of the original document.
- I. Upon First Community Mortgage, Inc's decision to approve or deny any loan, the applicant(s) will receive written notice of such disposition.
- J. Business Partner is responsible for establishing a Quality Control and Compliance Policy that ensures compliance with the GSE's, secondary market investors and State requirements. FCM may request a copy of the Policy at any time and Business Partner must provide a copy of the Policy for review.
- K. Business Partner is responsible for establishing a Red Flags / Identity Theft Prevention Program to detect, prevent, and mitigate identity theft in connection with mortgage loans. Any Red Flags discovered with respect to any loan submitted to FCM shall be reported to FCM as soon as reasonably possible.

By signing below, Originator accepts and agrees to the terms, duties, warranties and representations contained in this Addendum.

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

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



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## FNMA – DU REDISTRIBUTION AGREEMENT

### User Agreement

THIS AGREEMENT ("Agreement") is entered into by and between \_\_\_\_\_ (User") and First Community Mortgage, Inc. ("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 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.

## FNMA – DU REDISTRIBUTION AGREEMENT

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. Users 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. If User is an Affiliate, User shall use the Licensed Application for the primary purpose of (i) originating or underwriting mortgage loans intended to be closed by Licensee, or assigned or sold to Licensee, and/or (ii) performing Prequalification Analyses for Licensee (to the extent that the performance of Prequalification Analyses utilizing the Licensed Application is permitted under the License Agreement). If User is an Affiliate, user shall not be permitted to use the Licensed Application's wholesale lending ("DU® wholesale") functionality pursuant to this User Agreement. If User is a Subsidiary, User shall use the Licensed Application only in connection with its own Mortgage Loan Applications and/or Prequalification Analyses and/or those of Licensee (to the extent that the performance of Prequalification Analyses utilizing the Licensed Application is permitted under the License Agreement). First Community Mortgage Inc., "Licensee" reserves the right to assess charges to any Subsidiary or Affiliate who utilizes DU for prequalification purposes and subsequently does not deliver file to First Community Mortgage Inc. for further processing or approval analysis.
7. 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 Application 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 justifies 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 after 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.
8. The parties acknowledge and agree that Fannie Mae is an intended beneficiary of this Agreement.
9. 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. If 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

# FNMA – DU REDISTRIBUTION AGREEMENT

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 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:

First Community Mortgage, Inc.  
262 Robert Rose Drive  
Murfreesboro, TN 37129

User:

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If the recipient does not 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 below.

First Community Mortgage, Inc.

(“Licensee”)

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

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

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

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

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

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

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

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



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## ANTI-MONEY LAUNDERING CERTIFICATION

\_\_\_\_\_(“Company”) hereby certifies to First Community Mortgage, Inc. (“FCM”) that Company has met and will meet on an ongoing basis all of the responsibilities and obligations listed below:

### RESPONSIBILITIES & OBLIGATIONS

1. Company has implemented and will maintain a satisfactory Anti-Money Laundering (AML) Program as required by 31 CFR Parts 1010 and 1029, including without limitation the following:
  - a. The development and implementation of effective internal policies, procedures, and controls.
  - b. The designation of qualified compliance officer responsible for managing the AML Program.
  - c. An ongoing AML employee training program.
  - d. An independent audit function to test the AML Program annually; and
  - e. Implementation of risk-based procedures for conducting ongoing customer due diligence.
  - f. Perform a Risk Assessment to align the AML program and resources with FinCEN’s national priorities
2. Company will perform all obligations under the Anti-Money Laundering laws and regulations, and any amendment thereto, as to (i) verify and identify each customer or client of Company, and (ii) monitoring, recordkeeping, reporting and other obligations regarding transactions and other activity with each customer.
3. To the extent not otherwise addressed above, Company and its agents or affiliates will operate in conformity with all applicable federal and state laws, rules and regulations in obtaining and/or processing loans that are ultimately funded or purchased by FCM.
4. Company will ensure that it obtains an independent audit by a duly qualified and unrelated party or employee of Company’s compliance with the requirements of the Anti- Money Laundering laws and regulations, including independent testing of such compliance, at least annually.
5. Company will make any information and records regarding any of the above matters available to FCM upon request.

### CERTIFICATION

The above is certified and verified as accurate by Company as of the date set forth below. Company will ensure the above remains accurate for so long as company has any dealings with FCM and will promptly notify FCM in the event that any of the above ceases to be accurate at any time.

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

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



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## AIR ADDENDUM

### APPRAISER INDEPENDENCE REQUIREMENTS ACKNOWLEDGEMENT

In accordance with Fannie Mae and Freddie Mac's Appraiser Independence Requirements (the "Requirements"), all loans brokered to First Community Mortgage, Inc must comply with the provisions set forth in the Requirements.

\_\_\_\_\_ ("Third Party Originator") acknowledges that it has adopted Appraiser Independence Requirements (the "Requirements"), and has developed and implemented the structure, policies and procedures required in order to ensure that all conventional (conforming and non-conforming), single-family (1-4 unit) residential mortgage loans are in compliance with the Requirements, and that all appraisals used for mortgages were obtained in a manner consistent with the Requirements. In addition to the above acknowledgment, Third Party Originator specifically acknowledges adherence to all the following statements:

- Appraisals were prepared, ordered and obtained in full compliance with all aspects of the Requirements.
- Neither any member of Third-Party Originator's sales or loan production staff, nor any other member of Third-Party Originator's staff who is likewise prohibited under the Requirements, played any role in selecting, retaining, recommending, or influencing the selection of any appraiser(s).
- Neither any member of Third Party Originator's sales or loan production staff, nor any other member of Third Party Originator's staff who is likewise prohibited under the Requirements, had any substantive communications with an appraiser or a designated and authorized appraisal management company ("AMC") of Third Party Originator relating to or having an impact on valuation, including ordering the appraisal, managing the appraisal assignment, or disputing any aspect of an appraisal.
- No mortgage broker, borrower, property seller, or real estate agent has compensated the appraiser or AMC in any manner, outside of the normal payment for services rendered.
- Third Party Originator will immediately report any information regarding appraiser misconduct to First Community Mortgage, Inc and to appropriate state licensing authorities. "Appraiser misconduct" is defined as a violation of law or Uniform Standards of Professional Appraisal Practice that materially affects the appraised value of the property.

By signing below, Third Party Originator undertakes and assumes all terms, duties, warranties and representations contained in this Acknowledgment.

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

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