



MANUFACTURED HOME RETAILER AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20____ between _____ and all of its majority owned subsidiaries ("Retailer"), whose address is _____ and 21st Mortgage Corporation ("Lender"), 620 Market Street, Knoxville, TN 37902.

RECITALS

Lender and Retailer desire to enter into an Agreement whereby Lender will accept credit applications from customers of Retailer for the purchase of new and used manufactured/mobile and modular homes sold by Retailer and all options, improvements and other items included in the purchase agreement between Retailer and customer of Retailer (hereafter called "Home" or "Homes"), and will offer financing to customers of Retailer who qualify under Lender's guidelines in the form of installment contracts, security agreements, real estate mortgages, or other lien instruments (hereafter called "Contract" or "Contracts"). Lender and Retailer acknowledge that they may have prior contractual relationships governing the financing of Homes for customers of Retailer; however, the parties agree that this document shall apply to all Contracts entered into after the date of this Agreement. Any Contracts entered into with customers of Retailer prior to the date of this Agreement shall be governed by the prior agreement. Lender and Retailer desire to define the terms and conditions which shall govern the respective rights and obligation of the parties with respect to the Contracts and other rights and obligations as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, Lender and Retailer agree as follows:

- A) Lender shall have no recourse against Retailer upon Lender entering into a Contract with one of Retailer's customers except as follows:
- 1) On a conventionally financed Contract, Retailer agrees to purchase from Lender and take assignment of any Contract that is a defaulted Contract before two scheduled monthly or five scheduled bi-weekly payments are paid by the customer.
 - 2) On a Land/Home Contract, Retailer agrees to purchase from Lender and take assignment of any Contract that is a defaulted Contract before two scheduled monthly or five scheduled bi-weekly payments are paid by the customer.
 - 3) On a Contract involving stage funding for Home and real property purchase or improvements, Retailer agrees to purchase from Lender and take assignment of any Contract should any dispute arise between the customer and Retailer surrounding the purchase and/or completion of the Home, any improvements and/or the real property that serve as security for the Contract, or any Contract in which the customer does not make a first payment of principal and interest within four (4) months of the date of the first disbursement by Lender.
 - 4) As provided in any Special Repurchase Agreement signed by any employee of Retailer authorized to sign purchase agreements on behalf of Retailer.
- B) Each of A (1), (2), (3), and (4) and any Contract made by Lender to a customer for the purchase of a Home from Retailer where there has been a breach of any representation or warranty by Retailer under this Agreement shall be referred to as a "Recourse Contract."

- C) Lender will have no obligation to offer financing to any customer of Retailer that Lender, in its reasonable discretion, determines does not qualify for financing under Lender's guidelines.
- D) Lender reserves the right to reject to offer loan programs to customers of Retailer and/or to customers at Retailer owned locations where portfolio performance is not acceptable to Lender.
- E) Retailer represents and warrants as of the Contract closing date as follows:
 - 1. Any purchase agreement, other document(s) or form(s) and any facts surrounding the sale, submitted by Retailer to Lender are true and correct in all material respects.
 - 2. Any down payment, or other payments paid or to be paid to the customer or on behalf of the customer by the Retailer, any manufactured home community operator or any affiliate of the Retailer including monies for property improvements, impact fees, etc. with a cost or value greater than 25% of the total down payment were completely disclosed to Lender by Retailer at the time that Retailer provided to Lender a copy of the purchase agreement between Retailer and customer.
 - 3. Retailer has good title to the Home being sold to the customer and has the right to transfer title. The Home is free and clear of all liens and encumbrances except those created by the Contract and any floor plan balance to be paid by Lender out of Retailer's proceeds on the funding date. Retailer warrants that Lender shall be provided a MSO or pre-owned Home title documents in the name of the Retailer and a Bill of Sale to customer along with signed lien perfection documents such that Lender shall have a first and superior lien on any Home and/or real property that serves as security for a Contract between Lender and customer of Retailer.
 - 4. Each purchase agreement between Retailer and customer is genuine in all things it purports to be and includes a description of the Home and all options, a detailed summary of services provided or to be provided by Retailer including dimensions of decks, site grading description, underpinning including materials description, steps, air conditioning, sidewalks, driveway, water source and connection, sewer source and connection, and any other improvements or other items included in the purchase, the total purchase price and the down payment (broken down into cash and/or trade-in allowance).

To the best of Retailer's knowledge and belief the customer(s) purchasing the Home are purchasing the Home for their primary residence or Retailer has notified Lender as to the identity of the individuals who will occupy the Home.

- 5. All parties involved in the purchase of a Home have the legal capacity to contract; none of the parties are minors.
- 6. To the best of Retailer's knowledge and belief the documentation involved in any Home purchase is legally sufficient and enforceable.
- 7. The Home has or shall be properly delivered, set-up, and all amenities completed and accepted by customer prior to submitting documentation to request loan funding.
- 8. Retailer has fulfilled or shall fulfill all of its obligations identified in its agreement with the customer prior to submitting documentation to request loan funding.
- 9. Any down payment accepted by Retailer is shown on the purchase agreement and also on Lender's Contract, and all down payments shown have been collected in cash or in trade-in value acceptable to Lender.
- 10. Any rebate, refund, cash payment, or anything of value paid or to be paid to the customer by Retailer or from any manufacturer, supplier, vendor, or community operator, has been disclosed to the Lender prior to the Retailer receiving loan proceeds from any Contract.

- F) Retailer agrees that in the event the customer: (i) withholds payment on a Contract at any time because of any reasonable complaint against Retailer relating to the Home securing a Contract and the complaint is not resolved to the Lender's reasonable satisfaction or the reasonable satisfaction of the customer within 60 days of the date the customer notifies Lender of such complaint; or (ii) asserts against Lender any claim, defense or counterclaim against payment of any amount owing under a Contract or in defense of repossession on the assertion, either oral or written, that (a) the Home is defective, (b) the Home is not as represented by Retailer, or (c) Retailer refuses to honor any warranty or service agreement of Retailer or manufacturer, then in any such case, Retailer will within 60 days after receipt of written demand from Lender, purchase and take assignment of the affected Contract for the unpaid balance of the amount financed plus accrued but unpaid finance charges (less the unearned finance charge) plus Lender's costs and expenses including reasonable attorney's fees incurred by Lender. Retailer also agrees to indemnify, defend and hold the Lender harmless from any such claims, defenses, or counterclaims, including attorney's fees incurred by Lender.
- G) Retailer agrees to furnish to Lender financial statements certified by the Retailer within 90 days after the end of each fiscal year and immediately upon receipt of notice from Lender of an unfavorable change in Retailer's financial condition.
- H) Retailer will give Lender immediate written notification of any changes in the management or ownership of any Retailer owned location.
- I) Upon default of a Recourse Contract, Retailer will purchase from Lender and take assignment of the Contract at its then unpaid principal balance plus accrued interest and any legal fees and expenses incurred by Lender. Retailer will purchase the Recourse Contract within 21 days of demand from Lender.
- J) The following shall constitute Retailer default: breach of any warranty contained herein; failure to perform any covenants contained herein; failure to perform any other obligation secured hereby when the same should be performed. A default by Retailer under this Agreement shall constitute a default under all other Agreements between Lender and Retailer, and a default by Retailer under any other Agreement between Lender and Retailer shall constitute a default under this Agreement.
- K) Retailer authorizes Lender or its agent to sign and endorse certificates of title, manufacturer statements of origin and other documents necessary to carry out the intent of this Agreement.
- L) Retailer agrees to cooperate in executing financing statements or other documents necessary to enable Lender to perfect its security interest in any Home. If Retailer fails to cooperate in executing financing statements presented by Lender for signature, Retailer hereby grants Lender an irrevocable power of attorney with all power to sign all such financing statements as attorney-in-fact in Retailer's name if such signature is required under the applicable commercial laws.
- M) Lender is authorized to assign its rights and obligations under this Agreement.
- N) This Agreement shall be applicable to all Contracts after the date of this Agreement. It shall bind the parties and their respective heirs, successors, assigns and affiliate companies. It shall continue in effect until terminated by either party in writing. In the event of termination of this Agreement, the terms of this Agreement shall remain applicable to Contracts executed prior to the date of this Agreement.
- O) Lender has the right to sell casualty, warranty, life, or other types of insurance coverage or provide information to insurance companies for the purpose of sale or solicitation of coverage. This provision does not prohibit Retailer from soliciting customers for the sale or renewal of insurance coverage.
- P) Retailer and Lender agree that the parties may send information that may be viewed as solicitation to the other.
- Q) This Agreement may be immediately terminated by either Retailer or Lender with notice to the other party. Upon termination this agreement shall continue to apply to Contracts enter into between prior to the date of termination.

IN WITNESS WHEREOF the foregoing Agreement is hereby executed and sealed by the Parties this ____ day of _____, 20__.

(Retailer)

ATTEST: _____
(Witness)

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

(CORPORATE SEAL, IF APPLICABLE)

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

RETAILER ADDRESS:

21st MORTGAGE CORPORATION
(LENDER)

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

ADDRESS:
P.O. BOX 220
KNOXVILLE, TN 37901

Exhibit A PERSONAL RESPONSIBILITY STATEMENT

TO: 21st Mortgage Corporation

As Owner/Officer of _____ (“Retailer”), I make this commitment to induce 21st Mortgage Corporation to enter into a Manufactured Home Retailer Agreement with Retailer and to accept credit applications and to enter into Contracts with customers of Retailer: I hereby confirm that I take full responsibility for the honesty of all employees of the Retailer and for any fraud or misrepresentation committed by any employees of the Retailer. I further confirm that all information provided to 21st Mortgage by Retailer will be accurate to the best of my knowledge and the knowledge of all employees of Retailer.

In the event 21st Mortgage should notify me of fraud or misrepresentation on the part of Retailer or any of Retailer’s employees with regard to the purchase of a Home by Retailer’s customer that is financed by 21st Mortgage and there is reliable evidence that an employee of Retailer knew of the misrepresentation, then I will personally reimburse 21st Mortgage for any loss incurred on the affected Contract.

Dated: _____
_____ (printed or typed)

(Witness) _____ (Signature)

Dated: _____
_____ (printed or typed)

(Witness) _____ (Signature)

Dated: _____
_____ (printed or typed)

(Witness) _____ (Signature)

Dated: _____
_____ (printed or typed)

(Witness) _____ (Signature)



CONSIGNMENT AGREEMENT

Agreement made _____, 20____, by and between 21st Mortgage Corporation whose address is P .O. Box 407, Knoxville, Tennessee 37901 (hereinafter "21st") and _____ whose address is _____ (hereinafter "Consignee") in consideration of, and upon the mutual covenants and promises herein contained, 21st and Consignee agree:

1. **CONSIGNMENT:** 21st shall from time to time deliver possession on consignment to Consignee for storage and resale by Consignee, certain manufactured housing Units including all equipment, parts, appliances, air conditioners, accessories, appurtenances, now or hereafter placed thereon (hereinafter collectively referred to as "Units").
2. **CONSIGNEE AUTHORITY:** 21st grants Consignee the limited and nonexclusive authority and right to sell the Units to third parties at such fixed prices as authorized by 21st plus applicable taxes, with title to pass to the third party buyer upon payment in full to 21st. Except as specifically provided in the proceeding sentence, Consignee shall have no authority to sell, contract to sell, lease, encumber, or otherwise dispose of the Units or any interest therein. Consignee will increase 21st Net Sales Price by the actual cost of delivery, set-up, tie-downs, hookups and any other additions approved by 21st and Consignee's customer. Consignee will assist 21st with pickup, refurbishment and redelivery of Units at Consignee's actual cost and will not mark up invoices over and above Consignee's actual cost for repairs, pickup, delivery, setup and any other expense. Consignee will not authorize any work to be performed on 21st Units without the approval of 21st. Consignee agrees and authorizes 21st to enter Consignee's premises at any time during Consignee's normal business hours without notice, and take possession of and remove any Units.
3. **TITLE:** It is understood and agreed that 21st shall retain title to the Units until 21st receives payment in full of the agreed fixed sales price.
4. **GRANT OF SECURITY INTEREST:** Consignee grants to 21st, as consignor, a security interest in all Collateral and all proceeds, whether presently held or after-acquired. The security interest granted under this Agreement or under any other present or future agreement between Consignee and 21st, or any affiliates or subsidiaries of 21st, shall secure the payment and performance of all debts, liabilities and obligations of Consignee to 21st, its affiliates and subsidiaries, whether presently existing or hereafter arising or created. In granting the security interest, Consignee authorizes 21st, as consignor and secured party, to perfect its interest by filing a financing statement or by taking any other steps to perfect as authorized by law.
5. **COLLATERAL:** The term "Collateral" as used in this agreement, shall have the same meaning as the following terms, as those definitions under applicable law may be amended from time to time: all manufactured homes, mobile homes, or other inventory wherever located, that is now or hereafter consigned by 21st to Consignee and any accounts, chattel paper, goods, equipment, general intangibles, instruments, supporting obligations, or other rights or proceeds arising therefrom or related thereto. However, this paragraph shall not be construed as authorizing a dealer to sell, lease, or otherwise dispose of the Units except as provided in Paragraph 2 above.
6. **DOCUMENTS:** Consignee will execute all documents 21st requests to evidence a consignment of Units and to perfect 21st's purchase money security interest, or otherwise assist 21st to obtain any necessary subordination agreements, waivers, releases, or amendments to this Agreement to ensure 21st has the first priority purchase money security interest in the consigned Units or otherwise effectuate the provisions of this agreement.

7. CONSIGNEE OBLIGATIONS:

(a) Consignee agrees that it will keep the Units separate and identifiable to Consignee's address set forth above. Consignee shall not remove the Units from such address without the prior written consent of 21st.

(b) Consignee agrees that the acceptance of this agreement does not in any way establish a principal-agent, employer-employee relationship between Consignee and 21st, but that the parties intend the acts of Consignee under this agreement to be those of an independent contractor. Consignee agrees to indemnify and hold harmless any affiliates, subsidiaries, parent company, directors, officers, employees, or representatives of 21st from any claim, defense, or negligent act of Consignee or its directors, officers, employees, or representatives in connection with Consignee's performance of this agreement.

(c) Consignee agrees to take all reasonable and customary precautions to protect the Units and keep the Units in good order and repair and shall not permit the waste or destruction of the Units or any part thereof. Consignee further agrees to exercise reasonable care to protect the property and all contents from fire, theft, hail, windstorms, vandalism, malicious mischief, or any other type of natural or manmade disaster. The Units shall not be sold, leased, rented, further consigned, occupied or otherwise conveyed without the prior written consent of 21st.

(d) Consignee shall not permit the storage or use of the Units in violation of any Federal, State, or Municipal statute or ordinance.

(e) Consignee agrees to defend the Units from any claims or demands of Consignee's creditors or other third parties.

8. INDEMNIFICATION: Consignee agrees to indemnify, defend and hold 21st, and its respective directors, officers, employees, agents, subsidiaries, affiliates, parent company, successors, assigns and insurance carriers, harmless from any and all claims, liability, damages and expenses whatsoever, whether now existing or hereafter arising, relating to a breach of any portion of this agreement.

9. INSPECTION: Consignee grants to 21st the authority to obtain immediate possession of said Units upon the written or oral notice to the Consignee of its attempt to obtain possession of the Units consigned for sale, or if 21st is unsecured for any reason. 21st shall have the right to inspect and examine the Units anytime during Consignee's normal business hours.

10. COMMISSIONS: Consignee shall be entitled to such commission as agreed upon from time to time in writing by 21st with respect to only those Units actually sold by Consignee to bona fide third parties. 21st shall not be liable to Consignee for any expenses or charges in any manner relating to the Units, including without limitation, storage charges, rent, advertising and promotional expenses, unless such expenses or charges are specifically agreed to in advance, in writing, by 21st with respect to specific Units.

11. DEFAULT: In the event of the Consignee's breach of any of its obligations under this agreement, Consignee's bankruptcy, insolvency or receivership, or if 21st deems itself to be unsecured, 21st shall have all the remedies under the Uniform Commercial Code including, but not limited to, the right to enter any premises upon which any unit is located at any time without notice and take possession of and remove the Units. In the event of the Consignee's breach hereunder, Consignee agrees to pay 21st's reasonable attorney fees and costs in enforcing this agreement whether or not an action is filed.

12. REMEDIES: All remedies provided herein available are cumulative and in addition to any other rights or remedies to 21st at law or otherwise including, without limitation, those of a secured party under the Uniform Commercial Code. 21st's failure to exercise any right or remedy provided herein or by law shall not be deemed to be a waiver of such right or remedy.

13. ENTIRE AGREEMENT: This agreement supersedes all other agreements between Consignee and 21st with respect to consignment of Units which were executed prior to the date hereof and represents the entire agreement of the parties hereto. This agreement may not be modified or amended except in writing, signed by both Consignee and 21st; provided, however, that in the event of a conflict or inconsistency between the terms of this agreement and the terms of any agreement relating to the consignment of a specific unit, the terms hereof shall control with respect to such conflict or inconsistency. The validity, interpretation, enforcement in effect of this agreement shall be governed by the laws of the State of Tennessee. Captions and paragraphs are for convenience only. Should any provision of this agreement for any reason be declared invalid, such a decision shall remain in full force and effect as if this agreement had been executed with the invalid provision eliminated.

14. SUCCESSORS AND ASSIGNEE: This agreement shall inure to the benefit of, and be binding upon, the heirs, successors, and assigns of the parties hereto. This agreement executed as the date first set forth above.

15. ARBITRATION AGREEMENT: Any controversy or claim arising out of or relating to this Agreement, including any alleged breach, shall be resolved by binding arbitration before the American Arbitration Association and judgment on the award may be entered in any court having jurisdiction thereof. The cost of arbitration shall be allocated by the arbitrator as part of the arbitration decision.

CONSIGNEE:

BY: _____

(CORPORATE SEAL, IF APPLICABLE)

PRINT NAME: _____

TITLE: _____

BY: _____

PRINT NAME: _____

TITLE: _____

21st MORTGAGE CORPORATION:

BY: _____

PRINT NAME: _____

TITLE: _____



Mailing Address: P.O. Box 220 • Knoxville, TN 37901
Physical Address: 620 Market Street, Suite 100 • Knoxville, TN 37902
Phone: (865) 523-2120 • Fax: (800) 970-3755 • Toll Free: (888) 810-3538

Power of Attorney

On Behalf of the dealership named below, I hereby appoint 21st Mortgage Corp., or its designated subsidiary as my attorney-in-fact for the limited purpose(s) of applying for a certificate or duplicate certificate of title to, and for the registering and/or transferring title to, the manufactured homes mortgaged to 21st Mortgage Corp., and for the said purpose(s) to sign on behalf of said dealership and do all things necessary to this Power of Attorney.

Name of Dealership: _____

By: _____
Signature

Title

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public _____

My Commission expires: _____, 20_____



620 Market St., Suite 100
Knoxville, TN 37902
(800) 955-0021
(865) 251-7555
FAX: (865) 251-7557

AGENCY AGREEMENT

This Agreement is between _____ (*hereinafter called the Agent*) and _____ (*hereinafter called the Company*).

Dealership Name _____

Dealership Address _____

City _____

State _____ Zip Code _____

Business Phone # _____

Business Fax # _____

Business Email Address _____

IT IS AGREED:

1. The Company grants to Agent authority to solicit, receive and accept applications or proposals for insurance covering such classes of risks as the Company may from time to time in writing authorize to be insured. Agent shall have the authority to countersign and issue policies of insurance and the endorsements thereto effecting change, modifications or transfer of existing policies and, subject to the provisions of paragraph 4 hereof, to collect and receive premiums on insurance properly written by Agent. Such authority is limited as further defined in the Company's underwriting guides or manuals provided to Agent, which may be amended and may alter to extend Agent's authority to the extent of such amendment. Agent will comply with all amendments to the underwriting guides with the first submission of business following written notice of such amendment from the Company.
2. Agent's authority shall be limited to such policies as the Company has authority lawfully to make within the territory designated in the Commission Schedule(s), attached, and is subject to the laws and regulations of the State or other governmental authority having jurisdiction over such territory, including the responsibility that Agent obtain and maintain valid insurance license(s) for the Company.
3. In all transactions Agent shall fully protect the interests of the Company and shall immediately forward to the Company all applications, binders, daily reports, endorsements, reports of losses and information affecting insurance or proposals for insurance written pursuant to this Agreement. This Agreement shall not apply to any business submitted by Agent through any other agent, manager or independent contractor servicing the business.
4. Any premiums or other monies collected by Agent shall be segregated and held in trust by Agent, separate and apart from funds belonging to Agent, and shall remain the property of the Company at all times unless and until the Company shall in writing authorize Agent to treat them otherwise. Agent's failure to fulfill such fiduciary obligation shall constitute a misappropriation of defalcation hereunder. Agent shall be liable to the Company for each premium on each policy or binder of insurance solicited and written by or through Agent, whether or not such premium has been collected by Agent.

5. As full compensation for services to the Company, Agent shall receive commission at the rates indicated for the respective lines of business as set forth in Schedules or supplements attached to and made a part of this Agreement. In no event shall Agent be entitled to renewal commissions. Rates or schedules for other or additional lines may be added from time to time by the Company at its discretion, and may be added by written communication. The written communication may likewise impose underwriting restrictions, conditions or limitations. Submission of such lines of business to the Company thereafter shall be deemed consent of Agent to such commission rates and any restrictions, conditions or limitations there included, and the submission of business there under shall in all other respects be subject to the provisions of this Agreement, as amended from time to time.
6. In the event of cancellation of policies or reduction of premiums, Agent shall be liable for return commission computed at the same rate of the return premium as Agent received on full written premium upon issuance of the policy. In general, Agent shall have the responsibility for returning unearned premiums to the insured subject to credit by the Company for the Company's portion thereof, but in the event the company elects to refund to any insured the entire return premium, Agent's commission on such return shall immediately be due the Company and shall be credited to the Company on the next monthly account between the parties. The Company shall be entitled to set off any amounts due from the Agent hereunder or otherwise against any funds in its possession which may be owned to Agent.
7. Any employees of Agent shall be regarded as Agent's employees only and in no sense employees of the Company. All expenses of Agent including by way of illustration and not of limitation such items as rentals, salaries, supplies not furnished by the Company, postage, advertising, local license fees, attorney fees, utilities, cost of equipment, adjustment by Agent of losses under policies issued by Agent, etc., shall be borne by Agent and shall not under any circumstances be considered expenses of the Company in the absence of the Company's written agreement to be responsible therefore.
8. Agent shall not in any medial use any advertisements respecting the Company and/or any policies of insurance the Company issues, or issue any circulars or paper referring to the Company or its policies of insurance, without first obtaining the Company's written consent. In cases where the Company is subjected to loss or expense growing out of such unauthorized action of Agent, the latter shall be liable for all costs and damages arising there from.
9. This Agreement shall not be assigned without the written consent of the Company, and may not be modified verbally, by any subsequent practice or course of dealing by the parties, or in any manner other than in writing. Any failure of the Company to take advantage of any breach by Agent of the terms, conditions, provisions, or limitations of this Agreement shall not be deemed to constitute a waiver of subsequent breach of the same terms, conditions, provisions or limitations, or of any right on the part of the Company hereafter to enforce any of the terms, conditions, provisions, or limitations of the Agreement.
10. Any terms or conditions of the Agreement which are in conflict with the statutes or lawful regulations of the State wherein business is written are hereby amended without notice to comply with such statutes and regulations as from time to time governing.
11. On or before the 15th day of each calendar month the Agent shall submit to Company a complete and accurate account of transactions between the parties and by either party for the other during the preceeding calendar month, as shown by the records of the Company. Subject to verification and any necessary adjustment, funds sufficient to cover the amount thus shown due either party shall be transmitted to that party within 30 days after the end of the month for which the account was rendered. No provision of this accounting between the parties shall alter or relieve Agent from his obligation hereunder to treat premiums collected as trust funds belonging to the Company until such time as the Company shall authorize him to treat him otherwise.
12. In the event of the termination of the Agreement, in writing, by either of the parties, Agent shall assume full responsibility for servicing existing policies including attaching endorsement to existing policies, except that Agent cannot extend coverage or in any way increase the Company's liability under an existing policy, unless Agent has obtained the Company's prior approval in writing.

13. Upon termination, if Agent has promptly accounted for and paid over the Company funds and other sums due the Company under this agreement, Agent's records shall remain the property of Agent. Otherwise, they shall belong and be turned over to the Company.
14. Any policy forms or other company supplies furnished to Agent by the Company and any licenses requisitioned by the Company or Agent shall always remain the property of the Company and shall be returned to the Company or its representatives on demand.
15. Effective Date: This Agreement shall be effective on the date the Company and Agent receive formal notice of Agent's license issuance for the Company in the territory indicated on the attached Commission schedule(s), or whichever is later.
16. This Agreement supersedes all previous Agreements, either oral or written between the parties.

Note: Photocopy of current Insurance License must be attached to this Agreement.

Principal of Dealership, Agency or Insurance Agent's Signature Date _____, 20____

By _____

Its **Licensed Insurance Agent**

21ST MORTGAGE CORPORATION (Company) Date _____, 20____

By _____

Its _____

Insurance Commission Schedule

Dealer Name	City	State
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As set forth in the Agency Agreement dated _____, 20____ between 21st Mortgage Corporation and _____, the commission to be paid under paragraph 5 of such Agreement shall be as follows until further notice:

Type of Insurance Written	Commission %
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Non-Coastal Mobile Home – American Modern & Assurant (21 st is the lender)	25%
Coastal Mobile Home – American Modern & Assurant (21 st is the lender)	15%
Non-Coastal Mobile Home – American Modern & Assurant (21 st is <i>not</i> the lender)	NO AUTHORITY
Coastal Mobile Home – American Modern & Assurant (21 st is <i>not</i> the lender)	NO AUTHORITY

(See attached list of Coastal Counties)

This commission schedule supersedes any previous schedules, and is effective _____, 20____.

21st Mortgage Corporation (Company)

Dated: _____, 20____

By: _____

Its: _____

_____ (Agent)

Dated: _____, 20____

By: _____
(Principal of Dealership, Agency or Agent)

Its: _____

Agent's Soc Sec #: _____

Agent's Taxpayer Identification #: _____

Agent's Home Address: _____

Agent's Home Phone Number: _____

Agent's Date of Birth: ____/____/____

Agent's Social Security Number: ____-____-____

**** Please send a copy of your insurance license****



Mailing Address: P.O. Box 220 • Knoxville, TN 37901
 Physical Address: 620 Market Street, Suite 100 • Knoxville, TN 37902
 Phone: (865) 523-2120 • Fax: (800) 970-3755 • Toll Free: (888) 810-3538

Certificate of Corporate Resolution and Designation of Agents

This is to certify that a meeting of the Board of Directors of _____, a Corporation, incorporated under the Laws of the State of _____, with its principal place of business located at _____; which meeting was duly called and properly held on _____, 20____, at the principal office of said Corporation, pursuant to its by-laws at which meeting quorum was present, the following resolutions were unanimously duly adopted, to wit:

RESOLVED, that the action of several officers of this corporation is making, executing, and delivering on behalf of this Corporation one or more of the following: Inventory Security Agreement and Power of Attorney, Manufactured Home Dealer Agreement, Consignment Agreement with 21st Mortgage Corporation (“21st”) and it hereby is ratified, confirmed, and approved.

RESOLVED FURTHER, that any officer of this Corporation or any person designated by any officer is hereby authorized and empowered on behalf of this Corporation to: (i) discount, sell, endorse, assign, or transfer to 21st any and all assets now or hereafter held, owned, or controlled by this Corporation, and to (ii) transact any and all other business with and through which such persons may at any time deem to be advisable and, in reference to any such business, to make any and all agreements and to execute and deliver to 21st any and all contracts and other writings which such persons my deem necessary or desirable.

RESOLVED, that the Secretary or Assistant Secretary shall certify to 21st the names and signatures of the persons who presently are duly elected, qualified, and acting as the officers named below, and from time to time hereafter, upon a change in the facts so certified, immediately certify to 21st the names and signatures of the officers or person then authorized to sign or act. 21st shall be fully protected in relying upon such certificates and shall be indemnified and saved harmless by this Corporation from any claims, demands, expenses, loss, or damage resulting from honoring or relying on the signature or other authority of any officer or person whose name and signature was so certified, or refusing to honor any signature or authority not so certified.

RESOLVED FURTHER, that these resolutions shall continue in force until express written notice of their rescission or modification has been furnished to and received by 21st.

RESOLVED FURTHER, that any and all transactions by or on behalf of this Corporation, with 21st prior to the adoption of this resolution shall be and the same hereby are in all respects ratified, approved, and confirmed.

An officer of said Corporation and pursuant to the foregoing resolution I do hereby designate the following persons to sign and act individually on behalf of the aforesaid Corporation:

_____	_____	_____
(Print or Type Name)	(Title)	(Signature)
_____	_____	_____
(Print or Type Name)	(Title)	(Signature)
_____	_____	_____
(Print or Type Name)	(Title)	(Signature)
_____	_____	_____
(Print or Type Name)	(Title)	(Signature)

IN WITNESS WHEREOF, the undersigned Secretary of said Corporation, has set his/her hand and affixed its Corporate seal this _____ day of _____, 20____.

(CORPORATE SEAL)

 Secretary



Mailing Address: P.O. Box 220 • Knoxville, TN 37901
Physical Address: 620 Market Street, Suite 100 • Knoxville, TN 37902
Phone: (865) 523-2120 • Fax: (800) 970-3755 • Toll Free: (888) 810-3538

Limited Liability Company Certificate and Authorized Signers

We, the undersigned, representing that we together constitute all of the members and/or managers, of (name of Limited Liability Company) herby certify and agree as follows:

That the action of several members and/or managers of this Limited Liability Company in making, executing and delivering on behalf of this Limited Liability Company a Dealer Agreement with 21st Mortgage Corporation ("21st) be and hereby is ratified, confirmed and approved.

That any of the undersigned members and/or managers: or the following named individuals: be and are hereby authorized to (i) discount, sell, endorse, assign or transfer to 21st any and all assets now or hereafter held, owned or controlled by this Limited Liability Company, and (ii) transact any and all business with and through 21st which such persons may at any time deem to be advisable and, in reference to any such business, to make any and all agreements and to execute and deliver to 21st any and all contracts and other writings such persons may deem to be necessary or desirable.

That we agree that 21st, in dealing with any of the persons herein authorized to act for the Limited Liability Company, need not request but shall be entitled to accept and rely on any representations by such person(s) that the purpose of exercising the authority hereby granted is within the scope of the business of the Limited Liability Company, and 21st shall not be obligated to make any inquiries in order to verify or confirm any such representation or to assure that any funds or other property of the Limited Liability Company are in fact applied or used for any purposes so represented or for any other property of the Limited Liability Company acquired, encumbered or disposed of pursuant to any authority herein granted.

That this Certificate shall continue in full force until express written notice of its rescission or modification has been furnished and received by 21st. Each of us agree to notify 21st promptly in the event of the dissolution or termination of the Limited Liability Company or the occurrence of any other circumstance under which the rights and powers herby granted might be terminated, curtailed, or in any other affected or changed.

That any and all transactions by or on behalf of this Limited Liability Company with 21st prior to this Certificate be and the same hereby are in all respects ratified, approved and confirmed.

In Witness Whereof, we have hereunto subscribed our names this day of ,

(Member or Manager)

(Member or Manager)

(Member or Manager)

(Member or Manager)

(This Certificate should be signed by all of the managing members and/or managers of the Limited Liability Company)

AUTHORIZED SIGNERS
(other than members and/or managers, if any)

Table with 3 columns: Name, Title, Signature. Includes four rows of blank lines for entry.



Mailing Address: P.O. Box 220 • Knoxville, TN 37901
Physical Address: 620 Market Street, Suite 100 • Knoxville, TN 37902
Phone: (865) 523-2120 • Fax: (800) 970-3755 • Toll Free: (888) 810-3538

<p style="text-align: center;">Partnership Signature Authorization</p>

The undersigned hereby certifies the signature(s) appearing in the following spaces:

(Print or Type Name)

(Title)

(Signature)

(Print or Type Name)

(Title)

(Signature)

(Print or Type Name)

(Title)

(Signature)

(Print or Type Name)

(Title)

(Signature)

These are genuine signature(s) of the persons named in each case and they are each authorized to execute, endorse, and/or sign on behalf of the undersigned, notes, contracts mortgage/deed of trust assignments, chattel mortgages and assignments thereof, used in connection with the financing of manufactured homes with your dealership. This authorization is to be effective until further written notice to the contrary is given to or by you.

Partnership: _____

By: _____

Title: _____

Date: _____



Mailing Address: P.O. Box 220 • Knoxville, TN 37901
 Physical Address: 620 Market Street, Suite 100 • Knoxville, TN 37902
 Phone: (865) 523-2120 • Fax: (800) 970-3755 • Toll Free: (888) 810-3538

Sole Proprietorship Signature Authorization

The undersigned hereby certifies the signature(s) appearing in the following spaces:

(Print or Type Name)	(Title)	(Signature)
(Print or Type Name)	(Title)	(Signature)
(Print or Type Name)	(Title)	(Signature)
(Print or Type Name)	(Title)	(Signature)

These are the genuine signature(s) of the person(s) named in each case and they are each authorized to execute, endorse, and/or assign on behalf of the undersigned, notes, contracts, mortgage/deed of trust assignments, chattel mortgages and assignments thereof, used in connection with the financing of manufactured homes with your dealership. This authorization is to be effective until further written notice to the contrary is given to or by you.

Dealership: _____

By: _____

Title: _____

Date: _____

**Sole Proprietors are required to submit a copy of their birth certificate and/or copy of their social security card for name verification purposes*

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	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

or

Employer identification number								

Note. If the account is in more than one name, see 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. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

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

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

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

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

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

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

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

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

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

Exempt payees. Backup withholding is not required on any payments made to the following payees:

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

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

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

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

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 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 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)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

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 second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal 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 regarding partnerships* on page 1.

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.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Dealer/Contractor Application
Title I Property Improvement and
Manufactured Home Loans

U.S. Department of Housing
and Urban Development
 Office of Housing
 Federal Housing Commissioner

OMB Approval No. 2502-0328
 (exp. 10/31/2012)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is being collected to permit more efficient risk management of the Title I loan portfolio as well as facilitate the claims processing for loan defaults. The information provides a more comprehensive basis for evaluating Title I lender underwriting practices and thereby improving risk management of the loan portfolio and also enhances management's ability to determine appropriate policy changes affecting the Title I portfolio as a whole. Responses are required in order to obtain benefits. No assurance of confidentiality is provided.

Privacy Act Statement: The Department of Housing and Urban Development (HUD) is authorized to collect this information by Title I, section 2 of the National Housing Act (12 U.S.C. 1703), and the Housing and Community Development Act of 1987 (42 U.S.C. 3543). The information you provide will be used to assist HUD in accounting for and monitoring the use of Title I funds. HUD may conduct a computer match to verify information you provide. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators or prosecutors. However, the information will not be otherwise disclosed or released outside of HUD except as required or permitted by law. You must provide all the information requested, including the SSNs. Failure to provide any of the requested information may result in delay or rejection of your application.

Send this completed form to each lending institution with which you expect to do Title I business.

To (Name of Lending Institution)	This application is submitted for approval in accordance with the regulations under Title I of the National Housing Act.
----------------------------------	---

Dealer's Trade Name	Date Established	Type of Business	Telephone Number
Present Address			Yrs. at Present Address
Previous Address			Yrs. at Previous Address

Ownership <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	No. of Salespersons	Attach a separate sheet with name, address, Social Security Number and 5-year employment history for each salesperson.
--	---------------------	--

Employment History of Owners, Principals and Officers. Provide five-year history for all owners, principals and/or officers. Attach separate sheets if necessary.

Name	Social Security Number	Title
Names & Addresses of Employers for past 5 Years		
	Type of Business	Dates of Employment
Name		
Social Security Number		
Title		
Names & Addresses of Employers for past 5 Years		
	Type of Business	Dates of Employment
Name		
Social Security Number		
Title		
Names & Addresses of Employers for past 5 Years		
	Type of Business	Dates of Employment
Name		
Social Security Number		
Title		
Names & Addresses of Employers for past 5 Years		
	Type of Business	Dates of Employment

Lending Institutions Financing Inventory and/or Purchasing Contracts Presently or Previously.

Name	Address	Floor Plan	Dis-count	Present	Previous	Dates (From/To)
				<input type="checkbox"/>	<input type="checkbox"/>	
				<input type="checkbox"/>	<input type="checkbox"/>	
				<input type="checkbox"/>	<input type="checkbox"/>	

Products or Types of Work to be Financed. (Attach descriptive literature.)

Trade Name	Manufacturer's Name	Address

Trade References. (Attach any warranty or guaranty given buyers.)

Name	Sales Area	No. of Branch Offices
Address	Additional Information	
Name	Sales Area	No. of Branch Offices
Address	Additional Information	
Name	Sales Area	No. of Branch Offices
Address	Additional Information	

I (we) hereby understand that I (we) am (are) fully responsible for the Title I activity of all my (our) sales personnel, that ethical and proper selling practices will be followed, and that immediate attention will be given to all complaints involving materials, workmanship or sales representations. If complaints are not resolved to the satisfaction of the borrower, lender and HUD, the contract will be repurchased by the Dealership or its successors or assigns. I (we) hereby certify that the above statements are true. I (we) understand this application remains the property of the lending institution, and if requested, will be furnished to the Department of Housing and Urban Development (HUD). I (we) also agree to give written notice within 30 days of any material change in trade name, places of business, type of ownership, type of business, or individuals who control or manage the business.

Authorized Official of Dealership (Name, Signature, & Date)

X

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 101012; 31 U.S.C. 3729, 3802)

For Use of Title I Lender

- | | | |
|--|---|--|
| <input type="checkbox"/> Commercial Credit Report on Firm | <input type="checkbox"/> References Checked | <input type="checkbox"/> Copy of Contract Sales Agreement Received |
| <input type="checkbox"/> Consumer Credit Reports on Principals | <input type="checkbox"/> Previous Lenders Checked | <input type="checkbox"/> Sales Literature Received |
| <input type="checkbox"/> Current Financial Statement | <input type="checkbox"/> Firm, all Principals and Salespersons checked against precautionary list | <input type="checkbox"/> Applicant given copy of Dealer Guide |
| <input type="checkbox"/> Net Worth Checked | | |

Place of Business Inspected by (signature & title)	Date
--	------

Remarks

This Dealer/Contractor Application has been approved after such investigation as we consider necessary to establish that the applicant is reliable, financially responsible and qualified to deliver and install satisfactorily the work or product to be financed and to provide proper service to the customer.

Approved by (signature & title)	Date
---------------------------------	------

FHA MANUFACTURED HOME DEALER LOT REPORT

(Separate Form Needed for Each Lot Location)

Dealer Name:		
Dealer Address (Street or P.O. Box):		
City, State and Zip		
Telephone Number (include Area Code):		
Owner's Name:	Title/Position:	
Owner's Name:	Title/Position:	
LIST ADDITIONAL SALES LOTS		
Name:	Address	Phone (include Area Code)
Name:	Address	Phone (include Area Code)
Name:	Address	Phone (include Area Code)
Name:	Address	Phone (include Area Code)
Approximate Lot Size _____ X _____ Number of Units on the Lot: _____		
Type of Lot: <input type="checkbox"/> Gravel <input type="checkbox"/> Pavement <input type="checkbox"/> Other _____		
Type of Office: <input type="checkbox"/> Mobile Home <input type="checkbox"/> Permanent Structure <input type="checkbox"/> Other _____		
Number of Service Crews:	Full _____	Part _____
Number of Service Crew:	Full _____	Part _____
Number of Trucks, Tractors, etc., owned by the Dealer used to move mobile homes: _____		
Number of Toters (used to hook up lights, brakes, etc.): _____		
If "0", who provides toting service? _____		
Number of Sales Personnel:	Full _____	Part _____
Names of Sales Personnel:	1. _____	
	2. _____	
	3. _____	
	4. _____	
Comments: _____		
Site Inspection:	<input type="checkbox"/> Accepted <input type="checkbox"/> Rejected	Date: _____
Area Officer _____		
Signature	Title/Position	



Mailing Address: P.O. Box 220 • Knoxville, TN 37901
Physical Address: 620 Market Street, Suite 100 • Knoxville, TN 37902
Phone: (865) 523-2120 • Fax: (800) 970-3755 • Toll Free: (888) 810-3538

Sales Personnel Data Sheet
(Seperate Form Needed for Each Lot Location)

Name of Dealership:
Address:
City / State: Zip:
Phone Number: () - Date
General Manager: / /

Name Soc Sec # Date Started

Salesperson Name:
Home Address: City, State, Zip:
Social Security #:
Employment History (5 years):

Salesperson Name:
Home Address: City, State, Zip:
Social Security #:
Employment History (5 years):

Salesperson Name:
Home Address: City, State, Zip:
Social Security #:
Employment History (5 years):