

## **Tax ID Max-EEP (Earned Equity Program) Underwriting Matrix**

	General Info
Agency Requirements	The Tax ID Max-Earned Equity Program is a purchase transaction by a governmental entity that allows certain consumers to enter into an "ownership equity agreement" relationship to
	ultimately enter into homeownership. Tax ID Max- Earned Equity Program guidelines and overlays are specific to consumer qualification for the "ownership equity agreement" portion of the transaction. All are summarized here.
	US Citizens: All.
Consumer Eligibility	Non-US Citizens: Lawful Permanent Resident Aliens eligible with green card, US Social Security Number.
	Non-Permanent Resident Aliens: Eligible with proof of ability to repay and Individual Taxpayer Identification Number (ITIN).  DACA eligible.
Property Eligibility	Allowed: SFR, PUD, townhome, attached, detached, and double-wide manufactured homes that are permanently affixed. Condos allowed, but complex must be FHA-approved or have a spot approval documented. 1–2 units allowed.
	Not Allowed: Second homes, investment properties, 3–4 units, co-ops, Modular homes, single wide manufactured homes. Homes with ground rent that is not permanently affixed.
Non-Occupant	May be allowed. Cannot be used for all qualifying income. Primary occupant must document income toward qualifying
Consumers	PTI/DTI (UW discretion). Non-occupant consumer must sign the ownership equity agreement.
	Credit History
	• At least one credit score from a major bureau is required to qualify. A soft pull credit report may be acceptable, provided we have sufficient housing history documented and a credit score (or "No Score") is on the soft pull.
General	• Alternative credit such as utilities, medical, or housing expenses may be acceptable when a credit score is not available due to lack of recent credit history.
General	Eligible credit reports must reflect at least 1 trade line and provide at least 12 months of credit history.
	• Foreign credit may be considered with supporting documentation that the repository used is comparable with major US bureaus and is supported by a participating financial institution or employer.
	Borrowers with no credit score may be considered per the section "Borrowers with No Credit Score"
Credit Score	Minimum 580. (Below 580 may be allowed with an approved exception.
Borrowers with No Credit	May be eligible. The following will be required:
Score	12 months documented verification of housing history.
	Verified alternative credit tradelines (e.g. utility bills, other payment arrangements)



- · · ·	Credit exceptions may be allowed with the following criteria:
Credit Exceptions	Consumer bureau with rescore projections provided supporting an increase in FICO score; and
	Debt, if any, reduced.
	Alternatively, a HUD-approved housing counseling agency may be used to document a credit improvement plan in place.
	Consumer Applicants with qualifying credit scores <580 may require compensating factors to support weak credit profiles.  Compensating factors may include:
Qualifying Credit	• 12 months of alternative tradeline history (utility bills, cellular phone bills, or other documented payment histories);
Score <580	Child support or alimony payments made on-time for 12 months; or
	Business expenses for self-employed borrowers (not found on credit) paid on-time for 12 months Additional reserves may also qualify.
Student Loans	Must be in good standing (not delinquent or in collections). For DTI, follow FHA guidelines for calculating payments considering deferment/forbearance requirements as applicable.
	Eligible if discharged at the time of closing.
Bankruptcies	<ul> <li>Eligible if discharged OR filed within 12 months of closing and evidence of successful payments made for 12 months. All bankruptcies must be recorded on the credit report.</li> </ul>
Foreclosures, Deed-in- Lieu, Short Sales	Foreclosure, Deed-In-Lieu, or Short Sale less than one (1) year prior to closing not allowed. Must be recorded on the credit report
	Eligible if paid, settled, and/or discharged at closing.
Tax Liens	Eligible if a satisfactory payment arrangement is documented with a minimum of 3 payments made in the plan.
	Payments in arrangement must be included in DTI (as a monthly payment of 5% of the outstanding lien balance); if payment is
	unable to be calculated, OK to amortize the payment of the obligation over a reasonable time frame (no greater than 180 months).
	• If the Program Participant has tax obligations from a previous year's returns, \$10,000 or greater must be proven paid, or proven to
	be in a satisfactory installment agreement. Compensation factors such as reserves or business cash flow may be considered if
	payment in full or installment agreement cannot be met.
Property Tax Assessments	<ul> <li>All transactions must be qualified for DTI purposes and impounded with the proposed tax assessment after property transfer (calculated with the current mill rate/county tax estimate), not with the current tax assessment from the previous transfer, as found from title.</li> </ul>
Soft Credit Update/UDM/Credit Refresh	A soft credit update, debt monitoring service, or general credit refresh is required to ensure no new debt opened by the consumer prior to closing. Any bureau or vendor is acceptable.

- **\** 833-757-7246
- ⊕ www.BeInMortgage.com



DTI (Debt-to-income)	
Maximum DTI	The consumer may have no higher than a 50% PTI (housing payment to income) / 60% DTI (total debt to income).
DTI Max Adjustments	<ul> <li>Exceptions to DTI limits may be granted with strong compensating factors including:</li> <li>Additional 24–48-month VOR reflecting no lates (a credit supplement may be required)</li> <li>2 alternative tradelines for 12 months reflecting no lates</li> <li>2 months reserves possibly more depending on the strength of file (must provide corresponding asset statements)</li> </ul>
	Assets/Reserves
Funds for Closing	Consumers must document sufficient cash/liquidity to consummate the transaction, including the following:  1st Payment Due  Closing Costs, including title fees, per title fee sheet  Sufficient down payment funds (minimum 3.5%)  Additional reserves may be required based on exceptions granted and strength of the overall transaction.  Note: All funds for closing are finalized after receipt of the following: (1) Final CD, (2) Settlement Statement from Title, (3) Closing Request Form, and (4) Final Cost Disclosure (created by investor after receipt of the Final CD and Settlement Statement).
Asset	Assets relevant to the consumer transaction require the following:
Documentation/Bank Statements	<ul> <li>2 months of bank statements (most recent), covering 2 statement periods</li> <li>Assets/reserves must be liquid at the time of closing</li> </ul>
Acceptable Assets Additional Info	Business bank statements are acceptable as long as ownership is documented in the borrower's name and funds used from the business account do not deplete the company's ability to operate.  Investment accounts are acceptable if liquidation terms are documented and sufficient for closing.  If additional funds are needed to consummate the transaction, a LOE must be provided to certify the deposited funds did not come directly, or indirectly, from the seller, the real estate agent, the lender, or any other interested party to the transaction.
Gift funds	Gift funds are acceptable for funds to close.
Verification and Wiring for Funds to Close	All funds to close the FHA transaction and the relationship between the Homebuyer and the governmental entity must be wired to TRHEEA prior to the date of closing. <b>TRHEEA will require a copy of the wire confirmation evidencing that the funds came from the Homebuyer's account</b> .



	Housing History
	Documented payment history required; good standing required. The following will be considered:
	Fully completed VOR
	Private Landlord/Private VOR; see Product Guidelines for more details
	Alternative Methods (Venmo, Zelle, PayPal, must be documented)
	Cash payments can be verified by a VOR. Requires one of the following:
	Copies of cashiers checks for the most recent 2 months
Rental	3 months bank statements showing money going to the landlord
Mortgage	0x30 housing payment required, must be documented by a credit report.
	May be allowed, if housing payment can be documented with bank statements, cancelled checks or reasonable equivalent. Not allowed
Private Mortgage	if payment history is not available.
	Income Requirements
General Guidance	All income reviewed should be calculated generally according to FHA and mortgage industry standards. Some exceptions may
General Guidance	apply. Minimum of 12 months of consistent employment history required.
	Please note P&L Only is no longer available, all P&L statements should be supported with bank statements.
W2 Employees	Required:
W2 Employees	2 months paystubs (must be most recent)
	Prior year W2
	Documented WVOE (to validate income)
	W2 wages must be calculated according to general FHA guidelines for wage earners.
	If the Homebuyer is ITIN and a SSN is provided on W2s or pay stubs, the most recent year of tax returns or tax transcripts may be
	required. 3 months of bank statements will be required.

	Required:
1099/Independent	<ul> <li>Previous year's tax returns required;</li> </ul>
Contractor	<ul> <li>3 months of bank statements (to validate income; most recent required)</li> </ul>
	<ul> <li>Paystubs, if applicable; if not paid via paystubs, then copies of checks, or a general P&amp;L, required.</li> </ul>
	Calculate income using:
	The previous year's tax return (traditional 1099/SE income analysis)
	<ul> <li>An average of earnings deposits supported by three (3) months of bank statements</li> </ul>



New Employment History (<12 Months)	<ul> <li>May be acceptable with compensating factors documented. If considered, the following are required:</li> <li>Salaried or hourly; commission income must be guaranteed for 12 months or with previous history documented, otherwise not allowed.</li> <li>Fully completed WVOE.</li> <li>2 months of paystubs and 2 months of bank statements (to validate deposits and cash flow)</li> </ul>
Bank Statements Only	When using bank statements to qualify, take the three-month average of eligible deposits and subtract any let loss, if applicable. If there is no net loss, just use the three-month average of eligible deposits
Other Income Source	<ul> <li>Interest and dividend income will be considered. If considered, the following are required:</li> <li>Verification of the borrower's ownership of the assets on which the interest or dividend income was earned.</li> <li>Documentation of asset ownership (must be reviewed and approved)</li> <li>Verification of the two-year history of the income must be verified using either: (a) copies of the borrowers' signed, federal tax returns; (b) copies of account statements with earned income documented.</li> <li>Further guidance on the above bullet point: Develop an average of the income received for the most recent two years. Subtract any assets used for down payment and closing costs from the consumer's total assets before calculating expected future interest or dividends.</li> </ul>
Lump Sum Asset Depletion	Lump sum asset depletion may be used for qualifying purposes. Total of all assets depleted are divided out by 120 months to calculate monthly qualifying income.
Liquidity	Consumers with substantial documented liquidity will be considered on a case-by-case basis. Substantial liquidity may be defined as evidence of 50% of the value of the subject property documented as liquid.  Exceptions may apply.
Self-Employed	One of the following required:  • Previous year's tax return, all schedules  *Must be documented as filed with the IRS, or executed tax transcripts are required  • Profit and loss (P&L) statement; see Product Guidelines for more details  • K1s and 1120s (depending on self-employment type)  Self-employment business types will be reviewed for effective income analysis. Be In Mortgage will consider atypical income or asset profiles for all self-employed types, including investors and those with tax returns or P&L statements that may not reflect their true liquidity.



Additional Notes on	Self-employment business types will be reviewed for effective income analysis. Some consumers may have revenue streams or cash positions that require alternative methods of underwriting review.
Self- Employed	Be In Mortgage will consider atypical income or asset profiles for all self-employed types, including 1099, independent contractors, investors, and those with tax returns or P&L statements that may not reflect their true liquidity.
Additional Notes on ITIN	For borrowers with an ITIN, but a Social Security Number (SSN) is provided on W2s, pay stubs, etc, the most recent year of tax returns and transcripts are required.
	Additional Properties
	One currently owned property (departing residence) allowed. The following will be required:
	Strong supporting documentation justifying the need to move and obtain EEP financing.
	LOE (signed and dated by the consumer)
Primary Residence	UW support and approval
(REO)	For retained REO, the disposition at closing must be one of the following:
	Leased (with supporting lease agreement and evidence of deposit or rent received)
	Pending sale
	Additional circumstances may be considered with strong supporting documentation.
Additional Properties	
Owned	Requires approval from the file's assigned Investors™ underwriter.
	May be considered with:
	3 months reserves documented (to support REO)
Rental Properties (REO)	Properties documented with lease agreements and receipt of rental income.
	Additional Overlays for Retained REO (Rental Properties):
	Minimum 580 credit score
	• Maximum PTI/DTI: 43%/50%
	Exceptions may be considered, depending upon the strength of the consumer



Property Home Inspection	When required, must be performed by a licensed home inspector <b>prior to closing.</b> Required for all properties listed in C4–C5 condition, and for properties built on or before 1978 (performed by a certified property inspector). Required:  • All health and safety items addressed and/or repaired, as required by the inspection  • All major systems inspected, including HVAC, plumbing, electrical, appliances, siding, major fixtures, and flooring  • Roof inspection (with a useful life expectancy of at least 10 years)  • Smoke detectors and carbon monoxide systems tested and certified as operable per local building and health/safety codes • Septic systems must have separate septic inspections performed, and they must be pumped and inspected along with the drain field  • If electrical tests are not performed, it must be confirmed that power meters are functioning and are not bypassed.

	Closing/Documentation Requirements
Closing	<ul> <li>The consumer is responsible for providing all down payment funds, including closing costs and 1st month's payment due in certified funds, to title.</li> <li>Be In Mortgage will secure a 2nd lien position at closing in the form of a forgivable 2nd mortgage, regardless of consumer down payment.</li> <li>Terms: Forgivable in 10 years, amortized over 30 years, signed and executed at closing by a Be In Mortgage representative; no regular monthly payment required. Amount: 1% of the lower of the purchase price or the appraised value. DPA funds are not required to be extended at closing.</li> <li>A ownership equity agreement is required to be signed by all parties, executed and recorded by an Be In Mortgage representative.</li> <li>Minimum term: 24 months. Prior to closing, a home inspection is required to be completed. See "Property Details" for more information.</li> </ul>
	Appraisal/Home Inspection
Appraisal	<ul> <li>Required:         <ul> <li>A full FHA appraisal</li> </ul> </li> <li>Appraisal marked "as-is" at the time of purchase or have a completion cert/1004D if property was "subject to" repairs or completion prior to purchase.</li> <li>Appraiser certified that the subject property meets FHA minimum property requirements; no health, safety or adverse conditions can be present.</li> <li>Subject property does not have commercial influence, and/or is not considered a "working farm," and/or and does not have commercial agricultural income potential</li> </ul>



Automated Valuation Model	An AVM (Automated Valuation Model) will be pulled on all submitted appraisals to support the full appraised value. All AVM values must be within ten percent (10%) of the full appraised value for acceptance. Any appraised value that is greater than ten percent (10%) in difference from the AVM value is subject to a desk review, or counter-offer to the sales price
	The appraisal must state the property conditions as one of the following:
	• C1–C4
	C5 allowed with exception review
	The roof must be in acceptable condition and good repair.
Property Details	C5 properties may be ineligible without significant repair or renovation. See the "Home Inspection" section for more information.
	Properties built on or before 1978 will require a full property inspection, regardless of appraiser condition assigned, performed by a certified
	property inspector. All properties (if any) found to have aluminum electrical wiring (as indicated by the inspection or found through property
	insurance due diligence) may be ineligible for EEP financing based on ability to acquire acceptable hazard insurance.
Appraisal: Cost Approach	
to Value	It is required for the RCE (or Cost Approach to Value section) of the Appraisal to be completed
Section	
	Home inspection required prior to closing for all properties listed in C4–C5 condition, according to the FHA appraiser, or built prior to 197 inspections must be performed by a licensed home inspector prior to closing.  Inspection requirements include:
	All health and safety items addressed and/or repaired, as required by the inspection
Home Inspection	<ul> <li>All major systems inspected, including HVAC, plumbing, electrical, appliances, siding, major fixtures and flooring (with a life expectancy of a least 5 years)</li> </ul>
	Roof inspection (with a useful life expectancy of at least 10 years)
	<ul> <li>Furnace and air conditioning systems documented to have been serviced within the previous 12 months, unless covered by a Certified Home Warranty</li> </ul>
	Smoke detectors and carbon monoxide systems tested and certified as operable per local building and health/safety codes
	Septic systems must have separate septic inspections performed, and they must be pumped and inspected along with the drain field
	If electrical tests are not performed, it must be confirmed that power meters are functioning and are not bypassed
Homo Warranty	Certified Home Warranty must be obtained after home inspection has been completed. Required for all properties where full inspections are
Home Warranty	performed.



Home Inspection Repair Requirements	All inspections must be provided to the Homebuyer; in addition, the Homebuyer must sign an attestation acknowledging they have received and reviewed the inspection and have agreed that they are responsible to make all recommended repairs over the course of twelve (12) months after closing. All major health and safety items noted on the inspection report must be addressed prior to closing. These items may include:  • Severe Termite Infestation  • Severe Mold Infestation  • Major structural defects, including significant roof, plumbing, electrical and/or foundation repairs  All other repair items noted—i.e. not considered to be "major health/safety" concerns—are addressed with the homebuyer attestation and do not need to be addressed prior to closing or with a cure addendum. All FHA appraisal guidelines must be adhered to, in accordance with FHA's Minimum Property Requirements. All other moderate to minor items noted by the inspector may be included as repair requirements post-closing, as indicated by a Cure Addendum that the Homebuyer must sign prior to closing
Wood-Destroying Organism Inspection Requirements	For existing construction, the Correspondent (Mortgagee) is responsible for confirming that the Property is free of wood-destroying insects and organisms. All purchase/sale contracts must provide all seller disclosures related to inspection requirements by state and addendums accordingly. Appraisers must report any apparent evidence of wood-destroying insect infestation, fungus growth, or dry rot. If the appraisal is made subject to an inspection by a qualified pest control specialist, the Correspondent must obtain the inspection and evidence of any required treatment to confirm the Property is free of wood-destroying insects and organisms. If any evidence of Wood Destroying pests is present a full inspection is mandatory. If the property (existing construction only) is located in an area defined as having a "very heavy" or "moderate-to-heavy" probability of termite infestation, then a wood-destroying insect inspection report must be required by the Correspondent and provided to Investor for review. Any/all evidence of infestation must be remedied prior to closing. Inspections can never be waived as part of the purchase contract
States Requiring Wood- Destroying Organism Inspection	Alabama, Arkansas, Arizona, California, Connecticut, Delaware, Florida, Georgia, Hawaii, Iowa, Illinois, Indiana, Kansas, Kentucky, Louisiana, Massachusetts, Maryland, Mississippi, Missouri, North Carolina, Nebraska, New Jersey, New Mexico, Nevada, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Virginia, West Virginia, Washington, D.C
Florida Requirements	For properties in Florida, a 4-point inspection must be performed; any noted unsatisfactory items must be fully repaired prior to closing. A wind mitigation report is also required.
Property Condition Disclosure	Be In Mortgage recommends the usage of a Property Condition Disclosure with all transactions, even in states that do not require a PCD. When present in a file, Tule River and Be In Mortgage must always receive a copy of this document prior to closing.



	<b>Optional Coverage</b> . If the applicant chooses to forego a renter's insurance policy, a "coverage waiver disclosure" is required to ensure the applicant is aware that their personal property will not be covered if an adverse event occurs.
Dantana kananana	If included, renter's policy should include the following standard coverage:
Renters Insurance	Personal Property, Liability, and Additional Living Expenses
	Deductible should be standard for the policy, not to exceed \$1,000.
	Any additional coverages that are considered standard for the marketplace of the subject property. Policy must be
	proven paid prior to closing.
	Exceptions
Exceptions	For all exceptions, please reach out to your Corporate Account Director
	Exceptions may be considered for the following events:
Credit Exceptions	Credit score below 580
	Foreclosure
	Bankruptcy
	Thin credit history
	No trade lines or alternative credit documented.
	The following <b>must</b> be provided for a credit exception to be considered:
	• 1 month of housing expense reserves documented for each event (in addition to the amount normally required by the Tax ID Max-EEP);
	OR OR
	• 31% PTI / 43% DTI; OR
	• Combination of compensating factors as documented by the underwriter (may include extended housing history documentation [24–48
	months], low payment shock [50% or less], time on the job [documented > 3 years], or reasonable equivalent [per UW analysis])
	Certain exceptions may apply to consumers with excessive PTI/DTI or income documentation challenges:
Income/DTI	Exceptions may be considered for PTI/DTI up to, but not exceeding 46%/56%
Turantiana	Income calculation exceptions will be considered with strong supporting documentation from the UW, a LOE, and an income calculation
Exceptions	worksheet



Approved Title insurers	First American Title
	Old Republic
	Stewart Title
	Velox Title
	Westcor Title
Consumer	Fees to Consumer:
Contract/Lease	• \$1,250 Admin Fee
(Consumer Fees)	• 1-month complete payment (lease/contract payment, 1/12th of the annual program fee, and taxes and insurance)
Other Fees	Annual Service fee that is part of the monthly payment listed at the bottom of Be In Mortgage's rate sheets.
Second Lien Required	All FHA 1st mortgages must also have a soft/forgivable 2nd of 1% assistance that carries no payment and bears no interest, forgivable in 10 years, with a term no greater than 30 years or less than 10. The 2nd must be in the Correspondent's company name and assigned at closing to TRHEEA
High Balance Loans	High balance loan is any loan that exceeds the national conforming loan limit published by the CFPB. (This limit is higher in Alaska and Hawaii.) High balance loans may be approved by secondary. Please reach out to lock desk for pricing.
Property Rights	Fee Simple and Leasehold both allowed per HUD guidelines. However, Leasehold properties must have a minimum of 50 years remaining on the lease at the time of closing. In addition, the lease document must be provided to Be In Mortgage UW for approval.

Case Number Transfer	If the appraisal number or FHA case number is in the name of anyone other than THREEA, Investor will require a complete paper trail of the case transfer
Flood Insurance	Flood insurance will be acquired through a provider that participates in the National Flood Insurance Program (NFIP).
Including Rental Income	If the home purchased through the EEP program has more than one unit and the Consumer intends to rent the vacant unit, the Consumer's qualifying income may include rental income from the unit, calculated at 75% of the market value of the proposed rent assessed by the FHA appraiser.
Financed Solar Panels	Solar panels are acceptable if they are included in the price of the home and financed as part of the mortgage. Leased solar panels are not currently acceptable. EEP program will not assume a solar panel lien and/or make any payments on financed solar panels associated with the property. If the lease can be placed in the tenant's name, and any lien placed in third position, then the transaction may be acceptable on a case-by-case basis.
Fuse Boxes	Due to difficulties with obtaining hazard insurance on properties with electrical systems using fuse boxes, homes will need to be updated from fuse boxes to breaker panels prior to closing.



## **Estimating Real Estate** Taxes for the Lease Payment

The mortgagee must use accurate estimates of monthly tax escrows when calculating the total mortgage payment. This will affect the Consumer's lease payment. Depending upon varying requirements, real estate taxes are generally calculated by taking the transfer price (or assessment) multiplied by the city/county mill rate, or the proposed assessment rate for the subject property transfer. In cases where the process differs, the lender is responsible for ensuring that the tax payment included in the PITI payment and impounds are calculated as accurately as possible.

When taxes are under-calculated, or the subject property's previous assessment value is used for current PITI and impounds, the consumer will be assessed a tax roll increase that could jeopardize ability to repay or to meet cash reserves. The company does not allow for the participant to wire the title company directly, even on an exception basis.