



3660 Wilshire Blvd. Suite 1008, Los Angeles, CA 90010
Toll-Free Number 800-309-0028 Fax 213-603-3030

Broker Application Checklist

Please submit completed broker package to brokers@cmaclending.com

Company Name: _____ Date: _____

CMAC LENDING FORMS

- ☐ Mortgage Broker Application
- ☐ Mortgage Broker Agreement
- ☐ Loan Fraud Zero Tolerance Statement
- ☐ W-9 Form
- ☐ Fax and E-mail Authorization
- ☐ Anti-Money Laundering
- ☐ Corporate of Resolution
- ☐ Lender Paid Compensation Form
- ☐ Exhibit A

BROKER DOCUMENTS

- ☐ Copy of Mortgage Officer License, Broker License with DBA (if applicable)
- ☐ Resume of all Principal Officer
- ☐ Copy of Articles of Corporation
- ☐ Credit Report no older than 60 days, if one is not provided, CMAC Lending will pull credit
- ☐ Sign and Dated most recent P & L Statement and Balance Sheet
- ☐ Copy of Company Quality Control Policies and Procedure





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Broker Application

Requested Account Executive: _____

If no Account Executive is specified CMAC Lending will assign one for you at our discretion

Company Information

Legal Name of Company: _____

DBA: _____

Address: _____

City: _____ State: _____ Zip: _____

Business Classification: _____ NMLS: _____

Phone: _____ Fax: _____ Tax ID: _____

Primary Contact: _____ Title: _____

Phone: _____ Email: _____

Company Organize and Existing the laws of _____ since _____

Principles/Officers

Full Name	Title	SSN	Ownership
1. _____	_____	_____	_____ %
2. _____	_____	_____	_____ %
3. _____	_____	_____	_____ %

Company Licensing

BRE/DBO	License Number	State	Issue Date	Expire Date
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____

Company Key Individual

Full Name	Title	Year in Industry
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____





Company Reference

Three Lender References in which you have conducted business with in the last 6 months.

1. Lender Name:	_____	Year Approved:	_____
Address:	_____		
Phone:	_____	Primary Contact:	_____
2. Lender Name:	_____	Year Approved:	_____
Address:	_____		
Phone:	_____	Primary Contact:	_____
3. Lender Name:	_____	Year Approved:	_____
Address:	_____		
Phone:	_____	Primary Contact:	_____

Company Production

Year to Date	# Loan Submitted	# Loan Funded	Total \$ Amount
Conventional	_____	_____	_____
FHA	_____	_____	_____
Jumbo	_____	_____	_____
Other	_____	_____	_____
Previous Year			
Conventional	_____	_____	_____
FHA	_____	_____	_____
Jumbo	_____	_____	_____
Other	_____	_____	_____



Questionnaire

1. Has the applicant or any of its officers been denied, suspended or terminated by any agency?

☐ Yes ☐ No

2. Has the applicant or any of its officers had any complaint filed against them and been subjected to disciplinary action by any State or Federal agency?

☐ Yes ☐ No

3. Has the applicant previously or currently operate under another name?

☐ Yes ☐ No

If Yes, please list company name below including DBA's:

4. Does the applicant have, own or control any real estate company, construction company or financial services company (such as: title company, escrow company, CPA, financial counseling) in the past 5 years?

☐ Yes ☐ No

If Yes, please list company name below including DBA's:

5. Has the applicant ever submitted loans to CMAC Lending or any of its affiliated companies?

☐ Yes ☐ No

If Yes, When? _____

6. Is the applicant approved for Fannie Mae/Freddie Mac Seller Servicer?

☐ Yes ☐ No

If Yes, please provide Seller Servicer #'s: _____



Certification and Authorization to Release Information

By Signing below the applicant certified to CMAC Lending that the foregoing information and all accompanying documents are true and completed to the best of their knowledge. The applicant hereby authorizes CMAC Lending to obtain verification of any information or documentation provided in this application. Applicant hereby releases and holds harmless CMAC Lending and third-party vendors from and against all liability for claims, damages, losses, costs and expenses of any kind that may arise from the verification process. Applicant hereby authorize CMAC Lending from time to time to request and secure additional information deemed necessary to verify applicant standing.

Print Name: _____ Date: _____

Signature: _____ Title: _____

Company Name: _____

Phone: _____ Fax: _____ Email: _____



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Broker Agreement

This Broker Agreement is entered upon _____ by and between
CMAC Lending Inc. a California Corporation hereby known as (Lender), and

Hereby known as (Broker) with reference to the following.

Recitals

- A. The parties hereby establish a non-exclusive relationship whereby Broker at their discretion will submit a completed and accurate mortgage loan application package to Lender on behalf of Broker's client for possible funding.
- B. All Loans that meets lending criteria, policies and guidelines will be funded by Lender.
- C. The parties now desire to enter this agreement to set forth the terms of their relationship.

Now therefore, in consideration of mutual covenants and agreements hereinafter set forth, the parties hereby agree to the followings:

Agreement

1. **Nonexclusive Agreement:** Nothing contained herein shall obligate Broker to submit all Loans to CMAC Lending for funding, in being understood that this agreement shall be a nonexclusive. Nothing contained herein shall obligate Lender to fund all Loans submitted by Broker without Lender approval and review.
2. **General Broker Responsibilities:** Broker will at their own expense perform those services listed on Exhibit "A" to this agreement in consideration for such fees as set forth on Exhibit "B" to this agreement. Lender Fee may be paid in whole or in part by Borrower and/or by Lender; **provided that no fees shall be payable to Broker which has not been fully disclosed to and approved by both Lender and Borrower.** All contents contain within the Loan packages and documents submitted to Lender shall become the property of Lender upon loan closing and therein may be subjected to Lender's verification. No fee shall be owed to Broker on account of any proposed Loan which is not funded and closed, and Lender shall have no obligation under this agreement to Broker if a Loan fails to close and fund, for whatever reason except that Lender will fund any loans submitted to Lender by Broker which meets the Lender Criteria, Policies and Guidelines then in effects and may from time to time changes ("Lending Criteria")
3. **Loan Approval:** Lender hereby retains rights to approved a Loan at its own discretion. Lender shall provide to Broker product description and criteria for various wholesale lending program offered by Lender. Broker shall not in any way represent that Lender has approved or will approved of any submitted Loan package until duly notify by Lender in writing. All Loans shall be closed in Lender's name (except as otherwise agreed upon by both parties in writing).
4. **Loan Underwriting:** Lender will at their sole discretion decide to approved and/or fund any submitted loan application package in accordance to its underwriting standards and requirements. Broker understand agrees that under no circumstances shall Lender be responsible to pay for any third-party services(s) commissioned by or on behalf of Broker.
5. **Authorization to Obtain Credit Report:** Broker authorizes Lender at its sole discretion to obtain business and/or individual credit report in respect to Broker seeking to enter Lender/Broker contractual relationship covered by this Agreement.
6. **Broker's Warranties:** Broker represents, warrants and covenants to Lender that as of (1.) Loan package is submitted to Lender, and as of (2) Loan is funded and closed, that



6.1 Existence and Good Standing: Broker is duly organized and a valid good standing entity under applicable law of the state of their company forming and is properly licensed, approved or registered with the U.S. Housing & Urban Affairs Department (for FHA loan package submission). Broker is licensed, registered, and in good standing in each state that Broker is conducting business of brokering or originating mortgage loans. Broker covenants to maintain all license, registrations and qualification current and in good standing with such regulatory and supervisory agencies. Broker covenants to notify Lender immediately upon the suspension, revocations, expirations or terminations of any licenses, registrations or qualifications.

6.2 Absence of Claims: There is no pending suit, action, arbitration, or legal, administrative, or other proceeding or investigation against Broker or its current or former owners, agents, or employees which could have adverse effect on Broker's business, assets, financial condition, or reputation to execute, deliver, or perform its obligation under this agreement.

6.3 No Falsify/Fabricated Statement: No statements or information contained within any submitted documents as part of the application package will contain any misleading, false, fabricated, or erroneous statements, or omit necessary facts for accurate information in every respect.

6.4 Control of Document: No Borrower shall have had in its direct or indirect possession or control any credit, income, or deposit verification document submitted to lender with respect to any Loan. Broker shall make full, accurate and truthful disclosure to Lender of all facts, information and documentation.

6.5 Ownership: Broker shall have no direct/indirect ownership or affiliation/relationship to any other party having any financial interest in any property acting as security for the Loan.

6.6 Compliance with Laws: In the processing of the Loan Package for this agreement. Brokers and all person involved in the Loan transaction has and will comply with all applicable state and federal laws, rules, and regulations with respect to the Loans and the activities of Mortgage Broker, including, without limitation, the Truth-in lending Act, Regulation Z, Equal Credit opportunity Act, Regulation B, Real Estate Settlement Procedure Act 1974, Regulation X, National Housing Act, and all other federal and state laws, rules and regulations, as related to consumer credit disclosures and notices.

6.7 Fees: All fees and their nature charged by Broker upon Borrower have been determined and negotiated between the Borrower and Broker. Total fees have been separately itemized, fully disclosed, explained and agree upon by both Borrower and Broker. Broker shall not make any agreement with any other person or entity for payment of any kind.

7. Mortgage Broker Status: Lender and Mortgage Broker acknowledge and agree that Broker is an independent contractor and not deemed as a joint venture, partner, representative, employee or agent of Lender. Broker shall not hold or advertise itself out as such. Broker decision to submit application package to Lender has been made in consultation with Borrower.

8. Broker's Indemnification: Broker shall indemnify and hold Lender and its affiliates, shareholders, directors, officers, agents, employee, successors, and assigns harmless from and against, and shall reimburse the same with respect to, any and all losses, damages, demands, claims, liabilities, costs and expenses, including reasonable attorney's fees ("Losses"), from any causes whatsoever, incurred by reason of an arising out of or in connection with, (a) any investigation undertaken by lender with respect o any document included as part o an Application Package; (b) any breach of any representation, warranty or covenant contained in this Agreement; (c) Broker's failure to perform any of its obligations under this agreement or (d) any claim by a Borrower resulting from Lender's failure or refusal to fund a Loan other than pursuant to a binding commitment by Lender to fund such Loan. Broker's obligation to fully indemnify Lender under this agreement shall not be affected by Lender taking any of the following actions with or without notice to Broker: (1) Liquidation, Repayment, Retirement, or Sale or Resale of any Loan; (2) foreclosure of any Loan; or (3) Sale or Resale of the property securing any Loan.

9. Report of Broker: Broker acknowledge and agrees that Lender may report instances of Broker making misstatement or knowingly aiding a Borrower or any other party involved in the Loan transaction to do the same to appropriate state or federal regulatory authorities or law enforcement agencies. Broker shall make prompt, timely, fully accurate and truthful disclosures to Lender of all information that may affect the validity, collectability, collateral value, security, of any loan.



10. Obligation to Repurchase: Broker acknowledge and agrees that Lender shall have at its sole discretion, the right to elect appropriate legal and equitable remedies against broker in the event of Breach of Agreement of Section 6 and the Loan in Question is closed and funded by Lender. Broker shall have thirty days to cure the breach upon receiving written notice from Lender. If breach is not cure within thirty days period, Broker agrees to Repurchase the loan within ten days of demand from Lender. The Repurchase Amount will be set forth in Paragraph 10 (a) through 10

- a. The original principal amount of the Loan, less principal reduction; plus
- b. All interest accrued by unpaid on principal balance of the Loan from the date of funding by Lender through and including the first date of the month following the month the repurchase is made; plus
- c. Any and all costs and expenses incurred by Lender in connection with origination, processing, and funding of the loan; plus
- d. All cost and expenses incurred by Lender in enforcing Broker's obligation to repurchase such Loan; plus
- e. All cost and expenses or damages incurred by Lender in connection with selling to or reimbursing any investor or secondary market loan purchaser, including servicing costs.

11. Early Payoff/First Payment Default: In the event of Loan is paid off within 210 days of funding or first payment become default (initial payment is 30 days past due on the note), Broker shall upon demand by CMAC Lending, refund to CMAC Lending the equivalent amount of secondary market premium that CMAC Lending had to return to secondary market investor.

12. Termination of Agreement: This Agreement may be terminated by either party upon written notice to other party. Termination of Agreement shall not affect (i) Lender's obligation to fund any Loan which has been committed to Lender; (ii) Lender's obligation to pay Broker under this agreement; (iii) the obligations of Broker with respect to Loans already funded by Lender in pursuant to this Agreement, including, without limitation Section 8 and Section 10.

13. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the State of California.

14. Miscellaneous:

14.1 Right to Offset: Amounts owed by Broker to Lender under this Agreement may, at Lender's option and its sole discretion, be offset by Lender against any payment then or thereafter owed by Lender to Broker.

14.2 Notice: All notices required hereunder shall be in writing and shall be deemed to have been given, made, and received only (a) upon delivery, if personally delivered to a party; (b) one business day after the date of dispatch if by facsimile transmission; (c) one business day after deposit, if delivered by a nationally recognized courier service offering guaranteed overnight delivery; or (d) three business days after deposit in the United States first class mail, certified mail, postage prepaid, return receipt requested, to the address appearing below,

CMAC Lending
3660 Wilshire Blvd. Suite 1008
Los Angeles, CA 90010

14.3 Attorney's Fees: If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to attorneys' fees and other cost incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled,

14.4 Assignment: Broker may not assign this Agreement or its duties hereunder.

14.5 Entire Agreement; Amendment: This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representations, and understandings, No supplement, modification, or amendment shall be binding unless executed in writing by both parties.

14.6 Waivers or Remedies: Failure or delay to audit any Loan or exercise any right shall not act as a waiver of any other rights or remedies nor shall any single or partial exercise of any right preclude any other or further exercise thereof. NO waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No



waiver shall be binding unless executed in writing by the party making the waiver. All remedies shall be cumulative and nonexclusive.

14.7 *Partial Invalidity*: If any provision of this Agreement is held invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

14.8 *Further Assurances*: Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement. In the event any borrower(s) exercise his, her or their rights of rescission, Broker shall promptly pay to lender all amounts collected by Broker from Borrower in connection with the Loan, except where such amounts were disbursed by Broker to third party service providers.

14.9 *No Solicitation*: Loans originated by Broker for funding by Lender shall not be solicited by Broker for loans for a period of 24 months from date the Loan is funded by lender. Borrowers requesting a loan from Broker within the 24-months period must be referred to Lender.

14.10 *Provision of Information*: During the term of this Agreement, and after the submission of a Loan application to Lender, Broker shall furnish Lender, by bonded courier, all notices, communications, documents, correspondence and other materials received by Broker from any person whatsoever relating to a Loan within one day following receipt thereof by Broker.

IN WITNESS WHEREOF, the parties have caused there duly authorized representatives to execute this Broker Agreement as of the date first set forth above.

Broker: _____

Address: _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Lender: CMAC Lending

Address: 3660 Wilshire Blvd. Suite 1008
Los Angeles, CA 90010

By: _____
President of CMAC Lending

Date: _____

Loan Fraud “Zero Tolerance”

CMAC Lending is committed to supporting to eliminating all loan fraud. All approved **Wholesale Mortgage Broker** must be aware that all licensed real estate broker bears the responsibilities for all actions of his or her employees or licensees. The broker is responsible for the content and quality of each application submitted to **CMAC Lending**

Common Loan Fraud and Misrepresentation Types

Submission of any of the following of type of Loan Fraud is crime.

Type of Loan Fraud:

1. Submission of inaccurate information, including false statement on loan application(s) and falsification of documents purpose to substantiate credit, employment, deposit and asset information, personal information including identity ownership of real property, etc.
2. Forgery of partially or predominantly accurate information.
3. Incorrect statements regarding current occupancy or intent to maintain continuing occupancy as stated in the security instrument.
4. Lack of due diligence by a Broker/Loan Officer/Processor, including failure to obtain all information required by the application and failure to request further information as dictated by Borrower’s response to questions.
5. Unquestioned acceptance of information or documentation, which is known, should be known, or should be suspected to be inaccurate.
6. Simultaneous or consecutive processing of multiple owner-occupied loans from one applicant supplying different information on each application.
7. Allowing an applicant or interested third-party to “assist with the processing of the loan.”

Consequences of Loan Fraud

CMAC Lending stands behind its commitment of the qualities of its loan. The consequences of “Loan Fraud” are a long and costly process for all parties involved which can hurt all parties’ reputation and future businesses of the company. The following are a list of potential consequences for all parties involved.



Consequences to Broker:

1. Criminal Prosecution;
2. Loss of Real Estate Broker's License;
3. Loss of Lender Access due to exchange of information between Lenders, Mortgage insurance Companies, including submission of information to investors (FNMA/FHLMC), Police Agencies, Investigative Firms, and the Department of Real Estate;
4. Civil Action by CMAC Lending;
5. Civil Action by Applicant/Borrower, or Other Parties to the Transaction;
6. Loss of Approval Status with CMAC Lending.

Consequences to Borrower:

1. Acceleration of debt as mandated in the Security Instrument, Deed of Trust or Mortgage.
2. Criminal prosecution which may result in possible fines and imprisonment.
3. Civil action by CMAC Lending
4. Civil action by other parties to the transaction such as Seller or Real Estate Agent/Broker
5. Termination of Employment
6. Forfeiture of any professional license.
7. Adverse Credit Report History

By Signing below, you have read the foregoing and understand and accept CMAC Lending's policies on Loan Fraud

Signature of Broker

Sign: _____	Date: _____
Print: _____	Title: _____
Sign: _____	Date: _____
Print: _____	Title: _____
Sign: _____	Date: _____
Print: _____	Title: _____



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Permission to Send Fax and E-mail

Due to Federal Regulations, CMAC Lending is requires to obtain your written consent to correspond via Fax and Email. By Filling out and signing the Form below you hereby grant CMAC Lending permission to Fax and Email you unsolicited information, Rate Sheets and advertisements pertaining to our business relationship to the following Fax machine(s) and Email address(es)

Broker: _____

DBA: _____

Address: _____

Fax Number: _____

Email Address: _____

Signature: _____ Date: _____



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Anti-Money Laundering and Bank Secrecy Act Compliance

The United States Department of Treasury Financial Crimes Enforcement Network (FinCEN), issues a final rule requiring non-bank residential mortgage lender, mortgage loan brokers, and originators to establish an Anti-Money Laundering program and file Suspicious Activity Reports (SARs) under the Bank Secrecy Act. Compliance with the new rule is required starting August 13, 2012.

CMAC Lending requires that each non-bank residential mortgage lender, mortgage loan broker, and originators wishing to establish a contractual relationship to certify that an AML program that complies with the FinCEN rule is in place.

FinCEN defines these entities as loan or finance companies and requires them to establish an AML program and report suspicious activities under the Bank Secrecy Act.

By Filling out and signing the form below, the undersign certifies and agree that they have an Anti-Money Laundering program in place that complies with Anti-Money Laundering and Bank Secrecy Act. CMAC Lending reserves the right to request and verify evidence of compliance and applicant agrees to provide evidence of compliance in the event it is requested.

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____





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Corporation Resolution of Board of Directors

I, _____ do hereby certify that
_____, a corporation organized under the laws of

Company Name

State Board of Directors on _____
Date

held a meeting with a quorum present decided and adopted the following motion:

RESOLVED that,

The President, Vice-President, Treasurer or any one of such officers of this corporation be and they are hereby authorized and empowered in the name of and behalf of this corporation and under its corporate seal to enter and execute all agreement, contract, assignments, endorsement, issuance of checks or drafts, reports, documents in connection therewith, and furnish any information required or deemed necessary by CMAC Lending in connection with any of the following.

Officer Name	Title	Signature	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

In Witness thereof, I have set my hand and seal this

(Corporate Seal, If no seal certify there is no seal)

Secretary (or authorized personnel)

Date





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Lender Paid Broker Compensation Agreement

I, the authorized signer for and on behalf of _____ (Broker)
hereby elect the following percentage of loan amount for determining Broker's Lender-Paid
Compensation amount in compliance with the Board of Governors of the Federal Reserve System's
Regulation Z to the Truth in Lending Act, for all loans where borrower(s) have chosen to have
CMAC Lending ("Lender") pay the Broker's Compensation. Please select only one compensation
percentage option below

- | | | |
|---|--|--|
| <input type="checkbox"/> Tier 1: 1.000% | <input type="checkbox"/> Tier 6: 1.625% | <input type="checkbox"/> Tier 11: 2.250% |
| <input type="checkbox"/> Tier 2: 1.125% | <input type="checkbox"/> Tier 7: 1.750% | <input type="checkbox"/> Tier 12: 2.375% |
| <input type="checkbox"/> Tier 3: 1.250% | <input type="checkbox"/> Tier 8: 1.875% | <input type="checkbox"/> Tier 13: 2.500% |
| <input type="checkbox"/> Tier 4: 1.375% | <input type="checkbox"/> Tier 9: 2.000% | <input type="checkbox"/> Tier 14: 2.625% |
| <input type="checkbox"/> Tier 5: 1.500% | <input type="checkbox"/> Tier 10: 2.125% | <input type="checkbox"/> Tier 15: 2.750% |

If CMAC Lending does not receive a completed Lender Paid Compensation Agreement, CMAC Lending
will at its own discretion will assign you Tier 5 with maximum \$12,000 as your default compensation

By Filling out and signing below you hereby certify that when compensation is paid by Lender, such
amount is and will be your sole source of compensation. Broker will not charge in any way assess
borrower(s) any additional fees or charges. Broker will not receive or accept any compensation in any
form, at any time, from any party other than Lender.

Broker may amend the foregoing compensation on a monthly basis however any such change will be
effective on loan application register to Lender on/after the effective date.

Broker: _____

Signature: _____

Name: _____

Title: _____

Date: _____





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Exhibit A

Services to be Performed by Mortgage Broker

1. **Filling Application:** Gather necessary information and documents (i.e. tax return, w-2 bank statements, etc.) from borrower and completing the loan application package needed to submit to Lender.
2. **Verification of Borrower Financial Situation:** Obtain and review Borrower deposit, income, employment, debt to as part of the application process and predetermine the loan amount affordable for borrower.
3. **Education:** Walk Borrower through the mortgage loan process, different product type, closing cost, monthly payment and the benefit of each products offer.
4. **Initiate/Order:**
 - a. Verification of employment (VOEs) and verification of deposit (VODs)
 - b. Verification of Mortgage (VOMs) and other loans verification
 - c. Appraisal report from an approved list of Lender's approved Appraiser and submit the completed report to Lender.
5. **Disclosure:** Provides legal disclosure (LE and CD, and others) to borrower
6. **Title & Escrow:** Establish and select title company, escrow and/or closing agent and ordering documents requested by Lender.
7. **Credit History:** Educate the borrower on credit history impacting their loan and how to clear those problem.
8. **Contact:** Maintain contact with Borrower and keep them updated on the status of the loan application in timely matter.
9. **Closing:** Participate and ensure all condition are submitted for closing of loan.

Signature: _____ Date: _____





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Early Payoff Agreement

If any borrower pays off mortgage loan during the 210 days following the Funded/Closed Date, or the first payment become default (initial payment is 30 days past due on the note), Broker shall promptly reimburse to the CMAC Lending, (1) any related premium above par and/or any other pricing enhancements paid by CMAC Lending to Broker and/or Borrower including but not limited to any amount paid by CMAC Lending, and/or credited toward to borrower's closing cost OR (2) SRP of 1.750% of Loan Amount which was included in your final pricing, whichever is greater OR (3) All compensation Broker received as a result of Mortgage Loan, plus an administration fee of Five-Hundred- Dollars (\$500).

Furthermore, Breaches of warranty with respect to the mortgage loans funded by the Lender, the Broker is required to repurchase the Mortgage Loans from the Lender Mortgage loans that are in 1st payment default, early payment default, or already in the process of being foreclosed or are expected to be foreclosed or liquidated within 210 days from the date of funding, the Broker hereby agrees to indemnify and reimburse in full the Lender on demand (i) the Pricing Rebate that was issued for that Mortgage Loan the Broker (ii) the Repurchase Price and (iii) any and all expenses in connection with the foreclosure and subsequent sale of the related Mortgage Property (the "Foreclosure Expenses") to the extent the amounts obtained in the foreclosure proceedings are insufficient to cover the Repurchase price and foreclosure Expenses. The Broker agrees to provide to the Lender, in immediately available funds to offset any shortfall amounts the Broker owes to the Lender, as described above. If the Broker fails to remit to the Lender the Advance Amount by the Advance Payment Date, the Broker shall immediately pay the Lender the Repurchase Price, any and all foreclosure expenses for the Mortgage Loan. Notwithstanding the foregoing, the Lender may at its sole discretion at any time without any notice to the Broker deduct from the offset against future funding under the Mortgage Broker Agreement or otherwise any amounts in addition to the Advanced Amount owed by the Broker to the Lender in connection with any purchase transaction between the Broker and the Lender or the Lender may demand payment in full for an outstanding and unpaid amounts to the Broker. All such amounts, including, but not limited to Advance Amount, are and shall at all times be deemed the sole property of the Lender, and the Broker irrevocably and unconditionally waives, and shall not have, any right, claim or interest whatsoever in such amounts, and the Broker irrevocably and unconditionally discharges, releases, indemnifies and holds harmless the Lender. The Broker hereby irrevocably and unconditionally agrees the lender or its designee may, in its sole discretion, take any action to sell or liquidate the Mortgage Loans or the related Mortgaged Property, including without limitation a sale or liquidation in the form of a foreclosure, deed-in-lieu of foreclosure, charge-off, short sale, or scratch and dent sale (each, "Liquidation"). And such action shall be final and conclusively binding upon the Broker in determining the amount payable by the Broker to the Lender. It is further understood should Lender or any assignee of the lender uncover breaches of Broker's Warranties, Lender hereby expressly reserves, and does not waive its rights to (i) demand or enforce a repurchase of any mortgage loan, at any time in its sole discretion, including without limitation prior to the completion of Liquidation, or (ii) enforce any other obligations and remedies at any time in its sole discretion.

_____ Initial (Broker) _____ Date (Full signatory page on Page 2)





IN WITNESS WHEREOF, the parties have caused there duly authorized representatives to execute this Early Payoff Agreement.

Broker: _____

Address: _____

City: _____ State: _____ Zip: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Lender: CMAC Lending

Address: 3660 Wilshire Blvd., Suite 1008

City: Los Angeles State: CA Zip: 90010

Name: _____ Title: _____

Signature: _____ Date: _____



BORROWER'S CERTIFICATION AND AUTHORIZATION

CERTIFICATION

The undersigned certify the following:

1. I/We have applied for a mortgage loan from CMAC LENDING

("Lender").

In applying for the loan, I/we completed a loan application containing information on the purpose of the loan, the amount and source of the downpayment, employment and income information, and assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/we omit any pertinent information.

2. I/We understand and agree that Lender reserves the right to change the mortgage loan review process. This may include verifying the information provided on the application.

3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

AUTHORIZATION TO RELEASE INFORMATION

To Whom It May Concern:

1. I/We have applied for a mortgage loan from Lender. As part of the application process, Lender and the mortgage guaranty insurer (if any), may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.

2. I/We authorize you to provide to Lender and to any investor to whom you may sell my mortgage, and to the mortgage guaranty insurer (if any), any and all information and documentation that they request for a period not in excess of three months from the date of my/our execution of this Authorization to Release Information. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balances; credit history; and copies of income tax returns.

3. I/We further authorize Lender to order a consumer credit report and verify other credit information.

4. Lender or any investor that purchases the mortgage, or the mortgage guaranty insurer (if any), may address this authorization to any party named in the loan application. A copy of this authorization may be accepted as an original.

5. Your prompt reply to Lender, the investor that purchased the mortgage, or the mortgage guaranty insurer (if any) is appreciated. The mortgage guaranty insurer (if any) is: N/A

Borrower _____ Date _____

Social Security Number _____

Borrower _____ Date _____

Social Security Number _____

Borrower _____ Date _____

Social Security Number _____

Borrower _____ Date _____

Social Security Number _____

Borrower _____ Date _____

Social Security Number _____

Borrower _____ Date _____

Social Security Number _____



3660 Wilshire Blvd., Suite 1008, Los Angeles, CA 90010

Toll-Free Number: 800-309-0028 Fax: 213-603-3030

ELECTRONIC DOCUMENTS DELIVERY AUTHORIZATION

GENERAL AGREEMENT

For purposes of the Authorization the term "Bank, Lender" refers to the Lender you are applying for a mortgage loan with. The term "you" and "yours" refer to the recipient of this Authorization.

The Electronic Signatures in Global and National Commerce Act, (E-Sign Act), Section 101(c)(1) of Title 1, allows a financial institution to issue electronic records to a customer to satisfy any statute or regulation that requires such information to be in writing, after first obtaining the customer's affirmative consent. The E-Sign Act requires certain information to be provided to the customer regarding this service, which is disclosed in this Authorization.

You have the right to have the documents described in this Authorization provided or made available to you on paper.

Please read this document carefully and retain it for future reference. By signing below, you agree to the terms and conditions listed on this authorization.

ELECTRONIC DOCUMENT DELIVERY

You hereby request and consent the Lender to send your mortgage loan documents to the e-mail address listed below. This Electronic Document Delivery service replaces the creation of paper disclosures documents and their delivery through land-based mail services.

In the event of equipment failure and you are unable to retrieve your e-mails; you may obtain a copy of any document and disclosures on paper by contacting the Lender either by phone at **213-674-2020** email to info@cmalending.com, or written request to **3660 Wilshire Blvd., Suite 1008, Los Angeles, CA 90010**.

CANCELLATION

You may cancel this Authorization and request paper documents and disclosures delivery at any time by providing a thirty (30) day written notice by postal delivery addressed to: **3660 Wilshire Blvd., Suite 1008, Los Angeles, CA 90010**. At the Lender sole discretion, CMAC Lending may cancel this authorization to e-deliver your documents and disclosure.

Printed Name Date

Printed Name Date

Signature Date

Signature Date

Email:

Email:



Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

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

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. 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
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.