



Broker Approval Package Checklist

Broker's Name: _____

Date: _____

REQUIREMENTS	
	Broker Agreement
	Exhibit A
	Loan Fraud Zero Tolerance Agreement
	Broker Authorization Form
	Articles of Incorporation - Principle/Partnership/Member Authorization Form
	DU Redistribution User Agreement
	Broker Compensation Agreement
	Broker Credit Report (dated within 90 days for all owners)
	Completed IRS W-9 Form
	Last Fiscal Year Audited Financial Statement or Most recent year Balance Sheet and P&L
	Quality Control Plan
	Resumes for Owners, Principals and Key Employees
	Three Professional References
	Affiliated Companies (Escrow Co., Real Estate Co., etc. / if applicable) - Provide Letter of Explanation and Disclosure Statement
OPTIONAL	
	Evidence of most current E&O and Bond / Fidelity (in applicable States)

Broker Agreement

This Broker Agreement ("**Agreement**") is entered into by and between Simply Mortgage ("**Lender**"), and

_____ ("**Broker**") as of this _____ day of _____, 20____ with reference to the following:

RECITALS

A: The parties wish to establish a nonexclusive relationship whereby Broker will, from time to time and at its option, submit completed application packages for mortgage loans ("**Loans**") to Lender on behalf of Broker's clients ("**Borrowers**") for possible funding.

B: The parties now desire to enter into this Agreement to set forth the terms of their relationship.

NOW, THEREFORE, in consideration of the mutual promises and covenants the receipt and sufficiency of which are hereby acknowledged, and agreements hereinafter set forth, the parties hereto agree as follows:

COVENANTS AND AGREEMENT

1. General Broker Responsibility Fees

Broker will at Broker's sole expense perform those services listed on Exhibit "A" to this Agreement in consideration for the fees set forth therein. The contents of all Loan packages and other information submitted to Lender immediately shall become the property of Lender, and all information contained therein may be subject to Lender's independent 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 any reason whatsoever.

2. Loan Approval

Lender shall make available to Broker product descriptions of the various wholesale lending programs being offered by Lender from time to time. Such descriptions shall not be binding upon Lender. Loan approval shall be within Lender's sole discretion. Broker shall not represent to any party that Lender has approved or will approve any loan until Broker is so informed by Lender in writing. Lender shall reserve the right to decline any loan after approval and prior to funding if Lender, in its sole discretion, determines that funding the loan represents a risk of loss to Lender. All Loans shall close in Lender's name. Lender must approve appraisers and their

qualifications in advance; however, such approval does not ensure that Lender will not review or rewrite any appraisal submitted to it.

3. Broker's Warranties

Broker represents, warrants and covenants to Lender, as of (i) the time any Loan package is submitted to Lender, and (ii) as of the time the Loan is funded and closed through the life of the Loan, that:

3.1 Authority and Capacity

Broker is a duly organized and validly existing entity in good standing under applicable laws of the State of _____

and is properly licensed and registered in such state or other states in which it is engaged in the business of originating mortgage loans, and that it has the requisite authority and capacity to enter into this Agreement and the Agreement has been duly authorized, executed and delivered by Broker and constitutes a valid and binding obligation of Broker, enforceable in accordance with its terms. Broker's compliance with the terms and conditions of this Agreement will not violate any provisions of its character documents, any instrument relating to the conduct of its business, or any other agreement, law or regulation to which it may be a party or under which it may be governed.

3.2 No Untrue Statements

None of the statements or information contained in any document submitted with or included as part of the application package, or in any document reviewed in connection with Lender's underwriting decision, contains or will contain any misleading, false or erroneous statements, or omit material facts necessary to make such statements or information accurate and understandable in every respect. **BROKER UNDERSTANDS THAT BY MAKING THE WARRANTY CONTAINED IN THIS SUBPARAGRAPH 3.2 IT IS WARRANTING THE ACCURACY OF ALL INFORMATION CONTAINED IN ANY LOAN PACKAGE SUBMITTED TO LENDER, WHETHER OR NOT SUBMITTED BY BROKER AND WHETHER OR NOT BROKER HAS KNOWLEDGE OF, OR REASON TO SUSPECT, ANY INACCURACY.**

3.3 Absence of Claims

Except as previously disclosed by Broker to Lender in writing, there is no pending or any threatened suit, action, arbitration, or legal, administrative, or other proceeding or investigation (including an allegation of fraud by another lender) against Broker or its current or former owners, agents, or employees which could have a material adverse effect on the Broker's business, assets, financial condition, or reputation, or upon any Loan submitted for funding, or previously funded, by Lender. Broker further agrees to notify Lender within 7 business days of any occurrence described above.

3.4 Control of Documents

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.

3.5 Duly Licensed

Broker possesses all necessary licenses, permits, and authority to execute and deliver this Agreement to engage in the activities contemplated by this Agreement, and Broker is in full compliance in all respects, and in good standing, with all regulatory and supervisory agencies having jurisdiction over Broker.

3.6 Ownership

Broker, or any immediate family member, has no direct or indirect ownership interest in any property acting as security for the Loan, or affiliation or relationship with any other party having a financial interest in the Loan or the Loan transaction.

3.7 Compliance with Laws

Broker and each other person involved in the Loan transaction has complied and will comply with all applicable state and federal laws with respect to the Loans and the activities of Broker. The Broker and each other person involved in the Loan transaction is in full compliance in all respects with all rules and regulations of all real estate and mortgage lending regulatory and supervisory agencies as are applicable to Broker and such person(s), and broker and all such person(s) are presently in good standing with, and hold all licenses and approvals required by, such agencies. Broker covenants to maintain all licenses and approvals on a current basis and to keep itself in good standing with such agencies. Broker further covenants to notify Lender immediately upon the suspension, revocation, expiration or other termination of any licenses or approvals, or of the taking of any action by any such agency against Broker or such person(s), which could adversely affect the Broker's licenses and approvals.

3.8 Fees

Any fees (and the amount of such fees) imposed by Broker upon Borrower have been determined by negotiations between Borrower and Broker. The total fees to be received by Broker have been separately itemized and fully disclosed to Borrower and are reasonably related to the market value of the services rendered by Broker in connection with the Loan. Broker agrees that any fees paid by LMB to Broker shall be waived if Broker fails to cash any check for payment or request a replacement check within 180 days of issuance. In the case of a replacement check, the 180 day waiver shall accrue from the issue date of the original check. Broker further agrees that Borrower shall not be charged any additional amounts over the fees actually paid to third parties, including but not limited to credit reporting agencies, pest inspection companies, and real estate appraisers.

3.9 Services to Borrower

At all times during the term of this Agreement, with respect to each Borrower whose application has been submitted to Lender, Broker has observed and shall observe and fully discharge the fiduciary duties owed by mortgage brokers to their clients under applicable law. In particular, and without limitation to the foregoing, whenever required by such fiduciary duty, Broker, its employees and/or agents has provided to Borrower any requisite disclosures, including, without limitation, DRE Form 883. In addition, Broker has submitted to Borrower for Borrower's consideration products from at least two different lenders (in addition to Lender) and the total compensation to Broker from each of these lenders (including Lender) (i) was substantially identical, and (ii) in no way influenced the Borrower's or Broker's decision to submit the application to Lender. In addition to having assisted Borrower in the completion of his or her loan application, Broker has fully and satisfactorily performed at least five of the services set forth on Exhibit "A." All services were performed to the full satisfaction of Borrower and in accordance with accepted and customary standards in the mortgage lending industry generally, and Broker is not aware of any dispute or claim by any borrower that all such services were not fully and satisfactorily performed.

3.10 No High Cost Mortgages

Broker agrees that no Loan meets the definition set forth in Section 226.32(a) of, or is otherwise subject to the provisions of Section 226.31 and Section 226.32 set forth in, Regulation Z promulgated by the Federal Reserve Board under the federal Truth in lending Act. Based upon borrower's credit, income, debts and financial condition, Broker believes that Borrower has the ability to repay the Loan in accordance with its terms. The Borrower has not signed a letter or otherwise notified Broker in connection with the Loan application that Borrower is unable to repay the Loan in accordance with its terms.

4. Status of Broker

Nothing in this Agreement shall be construed as making the Broker a joint venture, partner, representative, employee or agent of Lender. Broker shall not hold itself out as such, nor shall it use Lender's name in any advertising. Broker's decision to submit application packages to Lender has been made in consultation with Borrower.

5. Broker Indemnification

An investor may require Simply Mortgage to indemnify/repurchase the investor's interest in a monetary default loan, and Simply Mortgage will in turn require Broker to indemnify/repurchase, under the following conditions:

- Made false warranties or representations.
- Failed to provide investor with information that is true, complete, and accurate concerning the mortgage.
- Violated or failed to comply with any applicable law designed to protect the health and safety of the mortgaged premises' occupants.

The borrower or any other party in the mortgage transaction has made any false representation in conjunction with such transaction, whether or not Simply Mortgage or Broker was a party to or had knowledge of such false representation.

The mortgage insurance ("MI") cancels coverage and/or denies a claim under such coverage due to fraud, misrepresentation or omission of a material fact, or for any other reason related to the eligibility of the mortgage for MI.

Simply Mortgage is required by their investor to repurchase a Loan due to an Early Payment Default (EPD) pursuant to their loan purchase agreement.

Simply Mortgage will utilize its legal and administrative resources to challenge an investor's decision to require indemnification or repurchase of a mortgage, but the investor's decision shall be conclusive. Because failure to comply with an investor's indemnification/repurchase demand may result in suspension of selling privileges or disqualification of Simply Mortgage as an investor seller, Simply Mortgage must indemnify/repurchase an investor's interest in the identified mortgage within the investor's applicable time frame.

6. Lender's Rights

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; (a) liquidation, repayment, retirement, or sale or resale of any Loan; (b) foreclosure of any Loan; or (c) sale or resale of the property securing any Loan.

7. Disclosure of Information

Broker acknowledges and agrees that Lender may report instances of Broker making any material misstatement in connection with a Loan, or Broker's 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. In addition, Broker shall make prompt, timely, full, accurate and truthful disclosures to Lender of all facts, information and documentation that

Broker may know, suspect, or have notice of, which could affect or has affected the validity, collectability, collateral value, security, and enforceability of any loan originated by Broker for funding, by Lender.

8. Termination of Agreement

This Agreement may be terminated by either party at any time, upon written notice thereof to the other. The representations, warranties, covenants, and obligations of Broker in regard to any loans funded by Lender prior to termination of this Agreement shall remain in full force and effect notwithstanding termination or cancellation of this Agreement for any reason.

9. Governing Law

This Agreement shall be governed by, construed, interpreted and applied in accordance with the law of the state of California. Any action to interpret or enforce this Agreement must be brought in a court with competent jurisdiction within Contra Costa County, California. Notwithstanding, if Lender is named as a defendant in any action outside the state of California, for or relating to a Loan originated by Broker to which an obligation *may* arise out of this Agreement, Broker hereby unequivocally consents to such jurisdiction. Broker hereby irrevocably submits to the alternate jurisdiction and waives the defense of inconvenient forum to the maintenance of any such action, suit or proceeding in such state or Federal court and any other substantive or procedural rights or remedies it may have with respect to the maintenance of any such action or proceeding in either forum.

10. Miscellaneous

10.1 Right to Offset.

Amounts owed by Broker to Lender under this Agreement may, at Lender's option and in its sole discretion, be offset by Lender against any payments then or thereafter owed by Lender to Broker.

10.2 Notices.

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 the deposit in the United States first class mail, certified mail, postage prepaid, return receipt requested, to the address appearing on the signature page of this Agreement. Lender the aforementioned rebate, if any.

10.3 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 (in-house and outside counsel) and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

10.4 Assignment

Broker may not assign this Agreement or any of its duties hereunder.

10.5 Entire Agreement; Amendment

This Agreement, and attachments thereto specifically incorporated by reference, constitute 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.

10.6 Waivers or Remedies

Failure or delay to audit any Loan prior to funding and closing, or to exercise any right or remedy available under this Agreement or at law or equity, shall not act as a waiver of any other right or remedy, 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.

10.7 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.

10.8 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) exercises his, her or their right of rescission, Broker shall promptly pay to Lender all amounts collected by Broker from Borrower in connection with the Loan, regardless of whether such amounts were disbursed by Broker to other parties.

10.9 Non-Solicitation Clause

Notwithstanding anything in this agreement to the contrary, Broker shall not, within 12 months of the funding of the loan, on behalf of itself or any party, solicit or otherwise conduct business with any Borrower whose Mortgage Loan closes pursuant to this Agreement for any transaction relating to the Mortgage Loan or any other loan, whether held by Lender or not, which is also secured by the premises securing the Mortgage Loan and while Lender, including its

subsidiaries, affiliates, and assigns holds or services the Mortgage Loan, unless it obtains the express written consent of Lender. In the event that the Lender pays a Premium to the Broker or credit to the Borrower on a loan and the loan is pre-paid by the borrower (mortgagor), whether voluntary or involuntary, within 180 days from the sale date, the Broker is required to refund the entire Premium. Broker shall pay the Lender within thirty (30) days from notification.

10.10 Provisions of Information

During the term of this Agreement, 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

10.11 Notice

Broker agrees to immediately provide Simply Mortgage with written notice of: (a) breach of Broker's representations and warranties, (b) suit, litigation, or proceeding concerning Broker directly or indirectly, which may affect Broker's operations, financial or other condition, business, property, assets, or ability to perform under this agreement, (c) changes in ownership of Broker of Record, name of Broker, Broker's address and phone numbers, Broker's tax identification numbers, or Broker of Record, if applicable for licensing purposes, (d) changes in Broker's financial or other condition, operations, business, property, assets, which may materially affect Broker or Broker's ability to perform under this agreement, and (e) notice of any investigation, revocation, suspension, or other adverse action or potential action by an agency or authority concerning Broker's licenses, permits, or ability to conduct business.

10.12 Counterparts

This Agreement may be executed and delivered in counterparts, each of which shall constitute an original, and all of which together shall constitute one Agreement. A facsimile, telecopy or other reproduction of this Agreement may be executed by either Party, and an executed copy of this Agreement may be delivered by either Party by facsimile or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such Party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

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

**LENDER:
Simply
Mortgage**

BY: _____
PRESIDENT

BROKER:

BY: _____
BROKER

Print Name:		Date:
Company Name:		
Address:		
Phone:	Email:	
Company NMLS:	Broker NMLS:	

simply | mortgage

Exhibit "A"

Services to be performed by Broker:

1. Obtain and compile information from the Borrower and prepare application.
2. Prepare, obtain and review verification of deposit, income and employment.
3. Initiate/order requests for mortgage and other loan verifications.
4. Order appraisal.
5. Initiate/order inspections or engineering reports.
6. Counsel Borrower on existing loan programs of Lender of at least three different lenders; educate Borrower in home buying and financing process, advise Borrower about the different types of loan products available, demonstrate how closing costs and monthly payments would vary under each product.
7. Order preliminary title report, certified copy of CC&Rs from county recorder (if applicable) and other legal documents requested by Lender.
8. Determine whether property located in a flood zone or order flood zone certification.
9. Assist Borrower in understanding and clearing credit problems.
10. Provide disclosures (initial Loan Estimate, Intent to Proceed, Borrowers Authorization, and all required disclosures) to the Borrower; obtain authorization for ordering credit report.
11. Maintain regular contact with the Borrower, Lender and others, between application and closing, to apprise them of the status of the application and to gather any additional information as needed by Lender and others.
12. Compile budget on Borrower's income and assets; analyze income and debt and pre-qualify Borrower to determine the maximum mortgage Borrower can afford.
13. Conduct brief field review of the property to verify occupancy and the external condition of the subject property.
14. Compile financial information (tax returns, bank statements) and other related documents needed for loan application process.
15. Participate in loan closing.
16. Perform other services as Lender shall require to close the Loan(s)

Signature of Broker of Record

Print Name

Date

6723 Variel Avenue
Woodland Hills, CA 91303
Phone: 818-716-2877 Fax: 818-561-3717



“Loan Fraud” Zero Tolerance Agreement

All Loan Officers must be aware that the company/broker/principal(s) bear the responsibility for all actions of its employees or licensees’. The Loan Officer is responsible for the content, quality and accuracy of each application taken and each loan submitted to Simply Mortgage

THE SUBMISSION OF A LOAN APPLICATION CONTAINING FALSE INFORMATION IS A CRIME!

TYPES OF LOAN FRAUD

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

CONSEQUENCES

The effect of "Loan Fraud" is costly to all parties involved Simply Mortgage stands behind the quality of its loan production. Fraudulent loans cannot be sold into the secondary market and, if sold, could require repurchase by Simply Mortgage. Fraudulent loans damage our reputation with our investors and mortgage insurance providers and could cause Simply Mortgage’s selling privileges to be suspended and/or terminated with their investors.

The price paid by those who participate in "Loan Fraud" is even more costly. The following is a list of a few of the potential consequences that may be incurred:

CONSEQUENCES TO COMPANY

- 1. Criminal prosecution.
2. Loss of state licensing to perform mortgage loans.
3. Loss of lender / investor access due to exchange of information between lenders, mortgage insurance companies including submission of information to investors, police agencies, and state regulating agencies.
4. Civil Action by applicant/borrower or other parties to the transaction.
5. Agreement to indemnify and hold harmless Simply Mortgage.
6. Loss of HUD approval.
7. Loss of funding facilities.

CONSEQUENCES TO LOAN OFFICER

- 1. Criminal prosecution.
2. Civil action by Simply Mortgage
3. Civil action by other parties to a Transaction, such as borrower, seller or real estate agent/broker.
4. Agreement to indemnify and hold harmless Simply Mortgage.
5. Employee termination.
6. Loss of professional license, if any.
7. Adverse effect of credit history.

I have read the foregoing and understand Simply Mortgage position on Loan Fraud

Signature of Principal/Corporate Officer/Member/Partner

Printed Name

Date

Signature of Broker of Record

Printed Name

Date



Broker Authorization

WHEREAS, _____ (“Company”) and _____ (“Broker”) have determined that it is in both parties best interest to participate in Simply Mortgage TPO Approval Program;

By signing below, Broker hereby unequivocally consents to act as Broker of Record (“Broker”) for Company, in connection with the application submitted herewith for the TPO Program. Broker further acknowledges that Broker possesses all licenses’ and permits necessary to carry out the mortgage lending activities as contemplated herein. Furthermore, Company and Broker adopt the standard application process contained in the Program.

Pursuant to this authorization, Broker, as the licensed officer of Company, shall remain a responsible party, in addition to any other responsible parties of Company, until such time as Broker notifies Simply Mortgage in writing that Broker will cease to act as Broker of Record for company.

Furthermore, Broker hereby covenants and agrees that all payments, as more specifically described in the Agreement, shall be payable to Company.

Signature of Broker of Record

Print Name

Date

6723 Variel Avenue
Woodland Hills, CA

Phone: 818-716-2877 Fax: 818-561-3717



Principal/Partner/Member Authorization
(Sole Proprietorship/Partnership/LLC)

WHEREAS, _____ (“Company”) has determined that it is in Companies’ best interest to participate in Simply Mortgage TPO Approval Program;

I, _____, am a Principal/Partner/Member of Company and hereby are authorized, empowered, and directed to execute for and on behalf of Company, contracts as contemplated herein and by affixing my signature below, hereby bind Company and all Principals/Partners/Members as though they had signed themselves.

Signature of Principal/Member/Partner

Print Name and Title

Date

6723 Variel Avenue
Woodland Hills, CA 91303

Phone: 818-716-2877 Fax: 818-561-3717

Broker Originator Compensation Certification

To accept loan applications submitted by a Broker to Simply Mortgage; Broker represents, warrants, and covenants to Simply Mortgage that:

1. Broker has in place written compensation plans for each of its loan originator employees in compliance with applicable law and regulations, including but not limited to the originator compensation rules found in Regulation Z, implementing the federal Truth-in-Lending Act (the “Rule”).
2. Broker’s Loan Originator employees are compensated in the following manner. (Please check all that apply)
 - Salaried (Fixed amount per compensation period that does not vary based on performance.)
 - Hourly (If applicable, with overtime pay in accordance with applicable law)
 - Fixed amount per loan (example, \$500 per loan)
 - Percentage of loan amount (example, 50 bps multiplied by the loan amount)
 - Sole Proprietor with no loan originator employees

3. As to loans on which Broker receives compensation from the Lender (Lender Paid transactions):

- a) Neither the Broker, its loan originators, nor any affiliates of the Broker or loan originator's affiliates will receive any additional compensation or fees from the borrower or from financial concessions a seller has agreed to provide to the borrower.
- b) Neither the Broker, its loan originators, nor any affiliates of the Broker or loan originator's affiliates will receive any compensation or fees from any third party other than Simply Mortgage.

Note: For purposes of this Certification, “additional compensation or fees” includes, without limitation, loan application fees, processing fees, underwriting fees, administration fees or other types of origination fees, but excludes third party fees such as credit report fees.

4. As to loans on which Broker receives compensation from the Borrower (Borrower Paid transactions):

- a) Broker’s loan originator employees will be paid solely on an hourly or salaried basis, and any bonus paid to the employee will be calculated on permissible factors under the Rule.
- b) Broker’s loan originator employees will not receive a commission or any other loan-based compensation from Broker or any other party, except that Broker may receive compensation from financial concessions the seller has agreed to provide the borrower.

5. Borrower Paid Compensation Selection (cannot exceed 2.75% of the loan amount, this includes all origination/fees payable to the broker):

- a) Broker’s compensation practices are compliant with requirements for Borrower Paid transactions as described in item 4 above
 - Yes
 - No

Note: If “No” you are not in compliance with this section, you will not be permitted to deliver borrower paid transactions Simply Mortgage. You may not elect Yes in section b below.

b) Broker intends to submit Borrower Paid transactions to Simply Mortgage.

Yes

No

Note: If "No" Please confirm your answer

6. Lender Paid Broker Compensation Selection (complete all of the following): Loan level compensation must fall within a minimum of \$1,000.

<input type="checkbox"/>	1.000%
<input type="checkbox"/>	1.125%
<input type="checkbox"/>	1.250%
<input checked="" type="checkbox"/>	1.375%
<input type="checkbox"/>	1.500%
<input type="checkbox"/>	1.625%
<input type="checkbox"/>	1.750%
<input type="checkbox"/>	1.875%
<input checked="" type="checkbox"/>	2.000%
<input type="checkbox"/>	2.125%
<input type="checkbox"/>	2.250%
<input type="checkbox"/>	2.375%
<input type="checkbox"/>	2.500%
<input type="checkbox"/>	2.625%
<input type="checkbox"/>	2.750%

I am a principal or officer of the company, and I am authorized to select the Lender Paid Compensation (Percentage Amount). I have reviewed and agreed to the terms and conditions of this Certification and represent, warrant, and covenant on behalf of Broker that Broker will comply with those terms and conditions as related to Borrower Paid and, or Lender Paid Compensation as applicable, as well as the loan originator compensation provisions of Regulation Z.

Print Name:	Date:
Company Name:	Title:
Email Address:	Simply Mortgage Wholesale Broker ID:
Simply Mortgage AE:	Phone Number:
TIN Number:	Fax Number:
Authorized Signature:	

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 24% 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.

DU REDISTRIBUTION USER AGREEMENT

This Agreement is entered into by and between User and Campos Financial Corporation (Licensee). Any capitalized terms used herein and not otherwise defined shall have the meanings given them in the License Agreement (as hereinafter defined).

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

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

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

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

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

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

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

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

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

2. User represents that it is an Affiliate or Subsidiary of Licensee and that it has received and read the License Agreement and understands and agrees that it shall be fully obligated to comply with each and every provision of such License Agreement in connection with its use of the Licensed Application
3. Licensee agrees that, as and to the extent set forth in the Agreement, its license rights under the License Agreement shall extend to User in connection with the Licensed Application. User agrees that the rights granted to it shall not extend to 154, 437 08-04-09 4 any third party, including but not limited to User's customers, subsidiaries' and/or affiliates.
4. User expressly appoints Licensee as its agent, as that term is defined in the FCRA (Fair Credit Reporting Act), in connection with any use of the Licensed Application by User with respect to Mortgage Loan Applications or Prequalification Analysis.
5. In connection with the processing and evaluation of Consumer Credit Data by the Licensed Application for purposes of making an underwriting recommendation or performing a Prequalification Analysis (if applicable), user expressly appoints FNMA, as owner of the Licensed Application, as its agent, as that term is defined in the FCRA. As Users agent FNMA shall, and is hereby expressly authorized by User to, obtain Consumer Credit Data for the sole purpose of performing a Prequalification Analysis and/or making an underwriting recommendation. Users also expressly acknowledges, understands and agrees that FNMA's role as User's agent shall not extend beyond the limited purposes set forth in this paragraph 5, and for all other purposes, there shall be no such principal and agent relationship. Moreover, User shall no way misrepresent to third parties the limited extent of this principle/agent relationship. User further acknowledges, understands and agrees that any recommendation rendered by the Licensed Application in the evaluation of Consumer Credit Data will not constitute an approval or denial of the Mortgage Loan Application by FNMA or a commitment to purchase the loan by FNMA. User shall disclose any secondary use of CDC that is facilitated by the use of the Licensed Application to the issuing consumer reporting agency.

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

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

(I) to request and receive additional Consumer Reports through the Credit Retrieval Module, when User is requesting such reports in connection with its own Mortgage Loan Applications and/or Prequalification Analysis or because other circumstances exist which User believes justify the request for such additional consumer reports under the FCRA.

(II) to analyze or evaluate Consumer Credit Data, including Consumer Reports, when User determines that data obtained subsequent to its initial approval may affect its prior underwriting approval decision.

(III) to request and receive Consumer Reports and/or analyze or evaluate Consumer Credit Data when the Loan Applicant (s) request different loan terms or a different loan product than that originally requested by the loan applicants; and

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

(I) to request and receive Consumer Reports through the Credit Retrieval Module, when User is requesting such reports in connection with its own Mortgage Loan Applications and/or Prequalification Analysis:

(II) to analyze or evaluate Consumer Credit Data, including Consumer Reports, when (a) User determines that data obtained subsequent to its initial denial decision may affect its prior underwriting decision, and (b) User intends to make and communicate an offer of credit to the applicant(s) if an approval recommendation decision is rendered by the Licensed Application because of consideration of the additional data obtained.

7. The parties acknowledge and agree that FNMA is an intended beneficiary of this agreement.
8. This Agreement shall remain in full force and effect unless terminated pursuant to the provisions of this Section. The parties acknowledge and agree that this agreement is subject to the license agreement and that this agreement shall automatically terminate upon termination of the Desktop Underwriter Schedule and /or the Redistribution Addendum by FNMA and/or Licensee. In the event that the User breaches any term or condition of this Agreement Licensee may terminate this Agreement immediately upon written notice to User. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other. The parties acknowledge that pursuant to the terms of that section of the Redistribution Addendum captioned "Termination of Affiliates and Subsidiaries", FNMA may, in its absolute discretion, immediately terminate access by User to the Licensed Application for 154,437 08-04-09 5 any breach of (a) the License Agreement, (b) the User Agreement, or (c) any other agreement between User and any lender (including Licensee) that has access to the Licensed Application.
9. Immediately upon termination of this agreement, User shall cease using the Licensed Materials, and destroy or return all copies of the Licensed Materials in its possession to Licensee. Promptly upon request from Licensee or FNMA, User shall provide Licensee or FNMA with written certification of its compliance with the foregoing, executed by a duly authorized officer of User.
10. Licensee, and not FNMA, shall be responsible for providing User with (I) first line support with respect to User questions and comments concerning FNMA's automated underwriting guidelines and policies, including, but not limited to, questions concerning the interpretation and applicability of the Licensed Application's findings reports and questions relating to FNMA's Selling Guide and (ii) appropriate training relating to the use of the Licensed Application and such guidelines and policies.
11. In the event of a conflict between the terms of this agreement and the terms of the License Agreement, the terms of the License Agreement shall govern.
12. This Agreement may not be assigned by User to any other person(s), firm(s), or other entities without the prior express written consent of FNMA and Licensee.
13. All notices, requests, demands, and other communications (other than routine operational communications) required or permitted hereunder shall be in writing and shall be deemed to have been received by a third party (I) when actually received in the case of hand delivery, (ii) one (1) business day after being given to a reputable overnight courier with a reliable system for tracking delivery, (iii) when sent by confirmed facsimile with a copy sent by another means specified in this paragraph, or (iv) seven (7) days after the date of mailing, when mailed by United States Mail, registered or certified mail, return receipt requested postage prepaid, and addressed to the recipients contact person/address set forth below:

Licensee: User

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

14. This Agreement shall be governed by and construed solely and exclusively in accordance with the laws of the District of Columbia, without reference to its conflicts of law principles.
15. In the event that any provision of the Agreement conflicts with the law under which the Agreement is to be construed, or if such provision be held invalid, void, or unenforceable by a court with jurisdiction over the parties to the Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intention of the parties in accordance with applicable law, and the remainder of the Agreement shall remain in full force and effect.

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

Campos Financial Corp Authorized Signatory Signature

Authorized Signatory Signature

Printed Name, Title & Date

Printed Name, Title and Date

CORPORATE RESOLUTION (CORPORATION/LIMITED LIABILITY COMPANY)

(Complete either this Corporate Resolution or the Principal/Partner Authorization on the following page. Complete the Principal/Partner Authorization if you are a sole proprietorship or partnership.)

WHEREAS _____ (the "Company") has determined that it is in the best interest of the Company to participate in Campos Financial Wholesale Lending Program. The undersigned, **(Person)** _____ Secretary of the Company, a **(State of Formation)** _____, corporation/limited liability company, does hereby certify that the following is a true and correct copy of the resolutions adopted at a meeting of the Board of Directors/Board of Managers of the Company on _____, and that said resolutions remain in full force and effect as of the date hereof.

RESOLVED, that in connection with the application and related documents submitted herewith for the Wholesale Lending Program, the proper officer(s) of the Company be, and hereby are, authorized, empowered and directed to execute for and on behalf of the Company the Agreement and any other documents or agreements entered into from time to time by and between Campos Financial Corp and the Company to transact the proprietary business of originating mortgage loans for funding consideration;

RESOLVED FURTHER, that the proper officer(s) of the Company be and they hereby are, authorized, empowered and directed to execute and deliver such further instruments, certificates, letters and all other documents and papers contemplated by the Agreement and generally to do such acts and take such other actions as they deem necessary or advisable in order to carry out and perform the purposes and intent of the foregoing resolutions.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company this

_____ day of _____, 20_____.

Signature of Secretary

Name

Date

Typed Name

Title

Signature

