

Thank you for your interest in CoreVest American Finance Lender LLC (“CoreVest”) Wholesale Broker Program. Through our Wholesale Broker Program, CoreVest offers an opportunity for you to provide your clients access to our market leading investor loan products and generate meaningful revenue in the process. We offer a variety of business purpose loans designed to meet the needs of residential real estate investors. our Wholesale Broker Program is available to experienced commercial loan brokers, residential loan brokers and real estate brokers. To get started today please review, complete and return the information and materials requested below.

Once we receive your application, supporting documentation and signed Wholesale Broker Agreement, we will review them promptly. If everything is in order, subject to CoreVest’s Broker Approval Department’s review and approval, you can benefit in several areas:

- ✓ Increased earning potential with expanded loan products
- ✓ Easy access to the fast-growing investor loan market
- ✓ Efficient processes to ensure rapid turn-arounds and satisfied clients
- ✓ Volume rebates to help you earn more

WHOLESALE BROKER REQUIREMENTS

- Minimum two years in business
- Profitable
- Minimum net worth of \$50,000
- Properly licensed
- Clear OFAC
- Clear background checks
- Fidelity Bond and E&O coverage – minimum \$300,000 each

WHOLESALE BROKER APPROVAL PACKAGE

- Wholesale Broker Application (enclosed)

- Executed Wholesale Broker Agreement along with Addenda and Exhibits (enclosed)

- Executed Corporate Resolution (enclosed)

- Current financial statements (Full Year Audited and YTD Interim, if not audited, a signed 4506 (enclosed))

- Resumes of Owner(s), Officer(s) and Key Personnel

- E&O Insurance and Fidelity Bond Coverage Certificate

- Authorization to Pull Credit (enclosed)

- Reference Authorization Letter (enclosed)

- Affiliated Business Certification (enclosed)

- BSA/AML Certification (enclosed)

- Signed and dated IRS Form W-9 (enclosed)

Once we receive your completed application package, we will review it promptly and work to get you started. When the completed package has been submitted to CoreVest, all of the information gathered will be reviewed. Incomplete submissions will result in a delay of your approval. We look forward to working with you!

IMPORTANT NOTE:

CoreVest's Wholesale Broker Program is available only for commercial mortgage loans, that (a) are secured by non- owner occupied residential rental/investment properties, and (b) are intended as an extension of credit for business, commercial or agricultural purposes under 12 C.F.R. 1024.5.

COMPANY INFORMATION

Legal Name:	<input type="text"/>	Company NMLS ID:	<input type="text"/>
DBA Name:	<input type="text"/>	Business Tax ID (EIN):	<input type="text"/>
Address:	<input type="text"/>	Business Entity:	<input type="text"/>
City:	<input type="text"/>	State of Inc. /Org:	<input type="text"/>
State:	<input type="text"/>	Number Employees:	<input type="text"/>
Zip Code:	<input type="text"/>	Parent Company:	<input type="text"/>
Website:	<input type="text"/>	State Licenses:	<input type="text"/>
Company Phone:	<input type="text"/>		

OWNERS AND PRINCIPALS INFORMATION (attach additional sheets as necessary)

First: Middle: Last:
 Title: Work Phone: Mobile:
 Address: City/State: Zip Code:
 Email:

Additional Principal:

First: Middle: Last:
 Title: Work Phone: Mobile:
 Address: City/State: Zip Code:
 Email:

Additional Principal:

First: Middle: Last:
 Title: Work Phone: Mobile:
 Address: City/State: Zip Code:
 Email:

Unless noted, each question below that is answered yes, please provide an explanation on a separate page and attach to this application.

DISCLOSURE STATEMENTS

Yes No

1 Have you or your company, or any principals or officers of your company been named as defendant in a lawsuit for alleged fraud or misrepresentation in connection with any real estate or finance related activity?

2 Have you or your company, or any principals or officers in your company ever been named as defendant in any criminal proceedings/complaint/litigation for alleged fraud or misrepresentation in connection with any real estate or finance related activity?

3 Have you, your company or any principals or corporate officers of your company ever been convicted of a crime?

4 Have you or your company, or principals or corporate officers of your company, ever filed for protection from creditors under any of the bankruptcy laws within the past seven years?

5 Have you or your company, or principals or corporate officers of your company, ever had a real estate or other professional license suspended, revoked or received any other disciplinary action from a regulatory agency?

6 Has any lender enforced, or attempted to enforce, the Hold Harmless or Repurchase clause of their correspondent or broker agreement with you, your company or any principals or officers of the company?

7 Has any investor requested the repurchase of mortgages or requested an indemnity in the last three years?

8 Have you or your company ever been suspended from selling or servicing mortgages by an investor?

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

Authorized Signature

Date

Printed Name

Title

WHOLESALE BROKER AML/BSA CERTIFICATION

_____ (Broker) certifies to CoreVest that the Broker understands its legal obligations under the Bank Secrecy Act (BSA) and has adopted an Anti-Money Laundering Program (AML Program) that meets its obligations as outlined below and in the regulations:

- a. The Broker's governing body has adopted an AML Program as required by 31 CFR Parts 110 and 129. The AML Program:
 - Includes and implements effective policies, procedures, and internal controls
 - Designates a qualified Security/Compliance Officer
 - Requires initial and ongoing training for employees, and
 - Includes an independent procedure for audits of the effectiveness and compliance of the Program
- b. The Broker has implemented a program or procedures to verify each customer's identity and maintain the records used to verify the customer's identity in compliance with the BSA laws and implementing regulations
- c. The Broker is committed to complying with these requirements and has instructed employees that it is mandatory to adhere to these standards to prevent the use of the Broker or CoreVest American Finance LLC and/or its products and services for money laundering or illegal purposes.
- d. Upon request, the Broker will make any information and/or records required under the BSA and implementing regulations available to CoreVest American Finance LLC, including the Company's AML Program and supporting documentation, AML training materials and release of information as allowed by state and federal regulators.

By signing below, I certify that I have the authority to sign on behalf of the Broker and certify that the Broker has met and will continue to meet all of the responsibilities and obligations detailed above.

Authorized Signature

Date

Printed Name

Title

AFFILIATED BUSINESS CERTIFICATION

Date: _____

Wholesale Broker Name and Address:

CoreVest American Finance Lender LLC requires all wholesale brokers to provide a list of affiliated service providers used in a mortgage transaction.

By listing affiliated entities and signing below, wholesale broker certifies that all listed entities, principals and ownership interests are complete and accurate as of the above date, and are the only affiliated entities with which the wholesale broker has affiliated businesses. Additionally, by signing below, wholesale broker certifies that they will disclose any changes to affiliated entities, their principals, and/or ownership percentages to CoreVest American Finance Lender LLC by providing an updated Affiliated Business Certification within a reasonable time after any changes are made. Failure to disclose or use of affiliated business entities without the disclosure of such relationship(s) and the express written approval by CoreVest American Finance Lender LLC may subject wholesale broker to termination.

Please list any entity for which any principal of your organization has an ownership interest (in any amount), control, common control or influence over the operation, processes or board members. Please attach additional pages if needed.

Affiliated Entity Name: _____

Address: _____

Entity Type: _____ Notes: _____

Principals with ownership or controlling interest:	Ownership Percentage (%):

CREDIT PULL AUTHORIZATION

I authorize CoreVest American Finance Lender LLC and its agents and assignees to obtain one or more consumer credit reports on me and to verify other past and current credit information about me. I also authorize CoreVest American Finance Lender LLC and its agents and assignees to verify my past and current employment history and other income history, bank accounts, securities holdings and any other financial information that is needed to process my application with CoreVest American Finance Lender LLC.

Name

Address

Social Security Number

Prior names used

Signature

Print Name

Date

WHOLESALE BROKER CORPORATE RESOLUTION

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

Corporation

Partnership

Limited Liability Partnership

Sole Proprietorship

Limited Liability Company

Resolution of

[Company Name]

At a meeting or by unanimous written consent of the Board of Directors of _____

dated _____, 20____, the following Resolution was adopted:

"BE IT RESOLVED that the people listed below are hereby authorized on behalf of said Company to apply with CoreVest American Finance Lender LLC for approval as a Broker to execute any and all other instruments and documents necessary to properly effectuate the purpose of obtaining said approval, and to transact business with CoreVest American Finance Lender LLC"

Name

Name

Name

Name

ATTEST

Signature / Title

- Secretary (for Corporation or LLP)
- Manager (for LLC)
- Sole Proprietor
- Partner

WHOLESALE BROKER AGREEMENT

This WHOLESALE BROKER AGREEMENT (this “**Agreement**”) is made and entered into as of [_____, 20__] (the “**Effective Date**”), by and between CoreVest American Finance Lender LLC a Delaware limited liability company (“**Lender**”) and [_____], a [type of entity] (“**Broker**”). As used herein, the term “Parties” means all of Lender and Broker, and individually, each is referred to as a “Party.”

RECITALS

A. Lender is in the business of originating commercial and business purpose loans (“**Business Loans**”), and Broker is in the business of originating and negotiating Business Loans by taking and processing loan applications (“**Applications**”) from prospective borrowers (“**Applicants**”) and placing these Applications on a non-exclusive basis with lenders such as Lender, which underwrite, close and fund Business Loans (each loan delivered to Lender, a “**Loan**”).

B. Lender and Broker desire to enter into a non-exclusive arrangement pursuant to which Broker solicits Applicants for Loans and Lender underwrites and, upon approval of the related Application in its sole and absolute discretion, funds such Loans, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises set forth herein, the Parties agree as follows:

BROKER’S DUTIES

1. Responsibilities of Broker. Broker, at its sole expense, will be responsible for performing the services set forth on Schedule A in connection with the origination of a Loan to an Applicant submitted by Broker.

2. Lender’s Wholesale Broker Underwriting Guidelines. Lender may from time to time provide to Broker program descriptions, a wholesale manual, underwriting criteria, rate/price quotes on loan programs that are eligible for closing and funding by Lender, program announcements, bulletins, memoranda or other similar communications, all of which may be amended at any time and from time to time (collectively, the “**Guidelines**”) all of which are hereby incorporated herein by reference as if they were more fully set forth herein. Broker agrees to strictly comply with Lender’s current lending policies as described in the Guidelines, and agrees not to convey to Applicants any information which is inconsistent with the Guidelines. Lender will have no liability to Broker for Lender’s failure to underwrite any Application in accordance with the Guidelines.

3. Non-Exclusive Agreement. Nothing contained herein will obligate Broker to submit to Lender all Application packages that it brokers, it being understood that this will be a non-exclusive agreement.

4. Communication of Loan Approval. Broker will not warrant or represent to any Applicant that Broker is authorized to approve an Application package on Lender's behalf or that Lender has approved or will approve and fund any Loan until such time as Lender has determined in its sole and absolute discretion, and communicated in writing to Broker that an Application package meets all of its underwriting and other requirements and has been approved by Lender.

5. Loan Applicant Fees and Charges. With respect to Loans that are closed and funded, Broker, subject to compliance with the terms and conditions of this Agreement, will be entitled to negotiate with and receive from Applicant and, under certain programs, Lender, a fee for its services actually rendered and goods and/or facilities actually furnished, as detailed in the Guidelines in effect as of the date the Loan was closed and provided that any such fees are disclosed in writing, both prior to and at closing of the Loan, to Applicant and Lender. Any compensation paid by Lender to Broker will exclude all taxes and duties of any kind, if any, which either Party is required to pay with respect to the goods and services provided pursuant hereto. Broker will not charge any fee in excess of that allowed under any Applicable Law (as defined in Schedule A hereto) or the Guidelines. Broker will enter into a written fee agreement with Applicant in the form attached hereto as **Exhibit A** (the "**Fee Agreement**") in which the Broker will disclose all fees that it charges to the related Applicant and submit a complete and fully executed copy to Lender in accordance with Lender's Application submission procedures. Broker will cause all fees it charges, in accordance with the Fee Agreement, to be disclosed on the settlement statement. Payment for third party charges pre-approved by Lender, including, without limitation, credit reports, appraisal or similar out-of-pocket expenses, will be the sole responsibility of Broker.

6. Loan Closings. Loans will be closed in the name of Lender. At the time of submission of an Application to Lender, Broker, subject to its rights as set forth in this Agreement, will assign to Lender all right, title and interest in and to the Application, including any and all materials submitted or delivered in regards to it, free and clear of any encumbrance, equity, participation interest, lien, pledge, charge, claim or security interest. Third party originated Loans are not eligible for either closing or sale to Lender pursuant to this Agreement. Broker hereby gives its consent, together with any assistance that Lender may require from Broker, to cure any deficiencies or errors to either the Application and/or the other documents that may be assigned to Lender in connection with the closing or funding of any Loan.

7. Authority. Broker warrants, represents, and covenants that as of the Effective Date and throughout the term of this Agreement:

(a) Broker is and will remain duly organized and validly existing as a corporation, partnership, or other form of organization in good standing under the laws of the jurisdiction of its organization or formation; and it has and will have the requisite power and authority to enter into and perform this Agreement including authorization from Applicant to submit to Lender Applications.

(b) Broker (including its loan originators/officers) has received all necessary federal, state or local licenses, permits, or authorizations and approvals required to conduct its (their) business as it is presently being conducted and to perform its (their) obligations under this Agreement.

(c) The individuals executing this document, and any other person designated by these individuals in writing, are fully authorized to enter into binding commitments for the delivery of Loans on the behalf of Broker.

(d) Broker is not the subject of any proceeding or action under any bankruptcy, insolvency, or similar law, nor is Broker the subject of any assignment for the benefit of creditors, conservatorship or receivership, or insolvent.

(e) This Agreement has been duly authorized, executed and delivered to Lender and constitutes a valid, legally binding and enforceable agreement, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium, or other laws relating to or affecting the rights of creditors generally, and by general equity principles.

(f) The execution and performance of this Agreement will not violate any provision of any organizational document, instrument, agreement, judgment, order, statute or regulation by which Broker is bound to which it is a party or require the consent of any other person or governmental authority (unless such consent has been obtained).

(g) There is no action, suit, proceeding, or investigation pending, or, to Broker's knowledge, threatened against Broker that has not been disclosed by Broker in writing to Lender, which, either individually or in the aggregate, has or would have an adverse effect on Broker's performance of its obligations under this Agreement, its operations, business, properties, condition (financial or otherwise) or prospects, or which questions the legality, validity, binding effect, or enforceability of this Agreement or of any action taken or to be taken pursuant thereto.

8. Broker's Certificate. In connection with each Application submitted to Lender, Broker will execute and deliver to Lender a certificate in the form attached hereto as **Exhibit B** ("**Broker's Certificate**").

9. Confidentiality and Compliance. As an inducement for Lender to enter into this Agreement, Broker will execute and deliver a confidentiality and compliance agreement in the form attached hereto as **Exhibit C** (the "**Confidentiality and Compliance Agreement**").

10. Indemnification. Broker will indemnify, defend, and hold harmless Lender and its affiliates, and their respective members, directors, officers, agents, and employees, successors and/or assigns, from and against any and all damage, loss, liability, cost, actions, causes of action, claims, demands or expense both direct and indirect (including reasonable legal fees and expenses actually incurred, including its reasonable attorneys' fees and expenses incurred in enforcing its rights hereunder) by whomsoever asserted, to the extent caused by, based upon, arising from, out of, or in connection with, directly or indirectly, (a) failure by Broker, or any agent or employee of Broker, to comply with Applicable Law, (b) any breach or violation of any

covenant, representation, warranty or duty of Broker under this Agreement, any Broker's Certificate, the Confidentiality and Compliance Agreement or under Applicable Law or (c) the negligence, bad faith, fraud, willful misconduct or criminal acts of Broker, or any agent or employee of Broker, in the performance of, failure to perform, or negligent disregard of its duties and obligations under this Agreement or the Confidentiality and Compliance Agreement.

11. Right of Offset and Setoff. Broker agrees that Lender will have the right, without prior notice to Broker, to the extent permitted by law, to offset, setoff, recoup or net obligations from any amounts to which Broker may be entitled hereunder any amounts owed or hereafter owed by Broker to Lender, whether under this Agreement or otherwise.

12. Termination. Either Party may terminate this Agreement with or without cause at any time by giving written notice to the other Party, and such termination will be effective upon the other Party's receipt of written notice thereof. Any termination without cause will not affect Applications, if any, that have been submitted to and approved by Lender prior to the effective date of such termination.

13. No Agency. This Agreement and transactions entered into pursuant hereto will not create between Broker and Lender a relationship of agency, legal representation, joint venture, partnership, or employment, and Broker and Lender agree that neither Party is in any way authorized to make any contract, agreement, warranty, or representation, or to create any obligation, express or implied, on behalf of the other. Broker is an independent contractor, and is hereby expressly prohibited from holding itself out as an agent, representative, or employee of Lender or as having any endorsement from or affiliation with Lender. Broker is prohibited from using Lender's name or logo in any form of advertising without Lender's express prior written consent.

14. Assignment. Broker will not have the right to assign this Agreement or any of its duties, obligations or rights hereunder without the prior written consent of Lender. Lender may assign this Agreement, in whole or in part, to an affiliate or to any purchaser or transferee to whom Lender may sell or transfer any of the Loans subject to this Agreement, without the consent of Broker.

15. Successors in Interest. Except as otherwise provided herein, this Agreement and all of the terms and conditions hereof will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

16. Notices. Any notice or demand that is required or permitted to be given by a provision of this Agreement will be deemed to have been sufficiently given if either served personally or sent by prepaid first class, registered, or certified mail, addressed to the Party at its address set forth below. All such notices permitted or required to be delivered hereunder will be in writing and will be deemed to have been properly given: (a) seventy-two (72) hours after being sent by certified mail, return receipt requested; (b) forty-eight (48) hours after being sent by national overnight courier; (c) on delivery, if personal delivery to the named individual addressees; or (d) if sent by electronic mail or facsimile, upon receipt. All such notices permitted or required to be delivered hereunder will be addressed as follows:

Broker:

Company Name: _____

Address: _____

City, State, Zip: _____

Attention: _____

Lender:

CoreVest American Finance Lender LLC

1920 Main Street, Suite 850

Irvine, CA 92614

Attn: Chief Operating Officer

With a copy to:

CoreVest American Finance Lender LLC

1920 Main Street, Suite 850

Irvine, CA 92614

Attn: General Counsel

Either Party may change its address by written notice to the other in any manner permitted by this [Section 16](#).

17. Arbitration. At Lender's option, any disagreement, difference, or controversy between Broker and Lender involving the construction, operation, or application of any term, provision, or condition of this Agreement will be subject to the Federal Arbitration Act and submitted to binding arbitration in the City and State of New York, in accordance with the commercial arbitration rules of the American Arbitration Association. Arbitration will be before a panel of three neutral arbitrators, who will have the following qualifications: (a) an attorney who has practiced in the area of commercial law for at least ten years or a retired federal district or circuit court judge or a retired state judge of a civil court of general jurisdiction or an appellate court; (b) a second attorney or retired judge with the same qualifications stated in clause (a); and (c) a person with at least ten (10) years experience in the wholesale mortgage banking business. The decision of the arbitration panel will be final, conclusive, and binding upon Broker and Lender, and may be entered as a judgment in any court of competent jurisdiction. The non-prevailing Party will be responsible for and pay the costs and expenses of the arbitration, its own attorneys' fees, and the attorneys' fees and disbursements of the prevailing Party.

18. Governing Law, Forum Selection, Severability. This Agreement will be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of law principles thereof. Each Party irrevocably submits to the jurisdiction of any state or federal court located in New York County, New York, over any action, suit or proceeding to enforce or defend any right under this Agreement or otherwise arising from any transaction existing in connection with this Agreement. Any part, provision, representation or warranty of this Agreement which is prohibited or unenforceable or is held to be void or unenforceable in

any jurisdiction will be ineffective, as to such jurisdiction, to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction as to any Loan will not invalidate or render unenforceable such provision in any other jurisdiction.

19. Right to Specific Performance. Broker acknowledges that in the event of its insolvency, repudiation of this Agreement, or failure to perform any of Broker's obligations hereunder, money damages may not adequately compensate Lender for its losses and Lender may be unable to effect or obtain coverage to satisfy its commitments with third parties. Accordingly, Broker agrees that in the event of its insolvency, repudiation of this Agreement, or failure to perform any of its obligations, Lender may proceed immediately to take possession of all documents belonging to Broker relating to Loans which have been committed for delivery or sale to Lender, by its own act, order or seizure, or such other remedy as may be available at law or equity. Lender's right to affect specific performance hereunder will be in addition to any other remedies which Lender may have in law or equity.

20. Entire Agreement; Amendments; Waivers. This Agreement (including the documents delivered pursuant to this Agreement), constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements or letters of intent of the Parties. This Agreement may not be amended, modified, or supplemented except by a written instrument signed by an authorized representative of each of the Parties. The failure of any Party to enforce at any time any provision of this Agreement will not be construed to be a waiver of such provision nor in any way to affect the validity of this Agreement or any part of this Agreement or the right of any Party to later enforce each and every such provision. No waiver of any breach of this Agreement will be held to constitute a waiver of any other or subsequent breach. Notwithstanding the foregoing, Lender may at any time and from time to time amend or update the Guidelines by delivering program announcements, bulletins and the like to Broker in the manner contemplated in the Guidelines, including by electronic mail, each of which will be effective as indicated therein.

21. Survival. The representations, warranties, covenants, agreements and every other obligation contained in this Agreement will survive the transactions provided for herein and will be fully applicable whether or not Lender relies thereon or has knowledge of any facts at variance therewith. Broker acknowledges that the representations and warranties contained herein have been relied upon by Lender regardless of whether or not Lender had the opportunity to or did independently verify or investigate any of the information submitted by Broker at any time, whether prior to Loan funding or thereafter. Lender has no obligation to verify or investigate any information submitted by Broker.

22. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, and both of which, taken together, will constitute one and the same instrument. A signature of a Party to this Agreement sent by facsimile, electronic mail (including a scanned portable document format copy sent by electronic mail), or other electronic transmission will have the same force and effect as an original signature of such Party.

23. Construction. The paragraph and section headings in this Agreement are solely for convenience and will not be deemed to limit or otherwise affect the meaning or construction of any part of this Agreement. Any pronoun used in this Agreement will be deemed to cover all genders. The terms “include”, “including”, and similar terms will be construed as if followed by the phrase “without being limited to.” The term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision or section of this Agreement. Words in this Agreement importing the singular number will mean and include the plural number, and vice versa.

24. Rights of the Parties. Except as otherwise specifically provided herein, nothing expressed or implied in this Agreement is intended, or will be construed, to confer upon or give any person or entity, other than Broker and Lender and its affiliates any rights or remedies under or by reason of this Agreement.

[Intentionally Blank – Next Signature Page]

IN WITNESS WHEREOF, Lender and Broker have duly executed this Agreement to be effective as of the Effective Date.

BROKER: _____

By: _____

Name: _____

Its: _____

LENDER:

CoreVest American Finance Lender LLC

By: _____

Name: _____

Its: _____

SCHEDULE A

Responsibilities of Broker

Broker will, in such manner as required by Applicable Law (which term will be defined herein to mean all applicable constitutions, laws, statutes, ordinances, rules, treaties, regulations, licenses, approvals, interpretations, codes, orders, judgments, decrees, directives permits or other legal requirements enacted, issued, promulgated, enforced, or entered by any government entity or authority, public agency, or self-regulatory organization), local market custom, loan product, or individual loan parameters and in, each case, subject to programs, terms and requirements as Lender may establish from time to time:

- (a) Counsel and advise each Applicant about (i) the financing process, (ii) all Loan products available from Lender, and (iii) all requirements, restrictions and process requirements of Lender's Loan products, in each case in conformity with and subject to the Guidelines;
- (b) Take a complete and accurate Application, in the form provided by Lender;
- (c) Request from the Applicant(s), and collect to the extent provided by the Applicant(s), information required under the Home Mortgage Disclosure Act, including without limitation, on ethnicity, race and sex of natural persons that are Applicants or co-Applicants, furnish any required disclosures;
- (d) Determine whether the Application conforms with the Guidelines;
- (e) Obtain and furnish to Lender all requested or required supporting documentation for the particular Loan product that Lender may require to make its determination whether to approve and fund a Loan, including without limitation: the Application, payroll receipts, rental investment history, rent roll, copies of rental leases, detailed property rehab scope of work and budget, credit report, appraisal, tax returns, bank statements, verifications of residence/borrower non-occupancy of the subject mortgaged property/loan purpose/deposit/employment, and letters of explanation;
- (f) Make such investigations and inquiries to (i) verify the Loan is for business and commercial purposes only and not for agricultural, personal, family or household purposes, (ii) verify the truth, accuracy and completeness of all information and documentation contained within the Applicant's Application and relating to the occupancy of the Mortgaged Property, the loan purpose, the intended use of any properties that would secure the Loan and the use of any Loan proceeds, and collateral submitted in connection with the Application, (iii) analyze all required information and documentation and reconcile any inconsistencies therein and (iv) promptly advise Lender upon discovery of any inaccuracies in the Application;
- (g) Perform such other services as Lender will in its discretion require in originating and closing the Loan and obtain any post-closing documentation reasonably requested by Lender, which may be additional to previously requested documentation;

(h) Maintain a quality control program acceptable to Lender, which will at a minimum be designed to routinely and consistently (i) evaluate and monitor the overall quality and integrity of its loan brokering activities (ii) ensure compliance with this Agreement, the Broker's internal policies, generally accepted practices of prudent brokers and Applicable Law and (iii) address any issues, risks, vulnerabilities or adverse findings associated with the foregoing;

(i) Cooperate with Lender in curing any defect in a Loan, including obtaining and resubmitting any missing or lost documentation.

(j) Affirms that it shares Lender's commitment to abide by fair lending principle and its primary obligation is to act in the best interest of any loan applicant and, therefore, agrees to always:

- a. Carefully analyze each applicant's financial situation. Broker will only submit loans to Lender on behalf of an applicant whose financial situation demonstrates an ability and willingness to repay the loan.
- b. Ensure each applicant obtains an identifiable benefit from the terms of the loan.
- c. Operate in full compliance with all applicable federal and state lending, non-discrimination, and brokering laws and regulations.
- d. Ensure that each and every loan submission contains no false or misleading material information, including, but not limited to: i. The appraisal is free from undue influence by Broker or Broker's agents. ii. The applicant's true credit characteristics are accurately calculated and disclosed.
- e. Broker acknowledges and shares Lender's commitment to preventing mortgage fraud. Broker understands that Lender views fraud as both a criminal and predatory practice and that Impac may report fraud to licensing and/or criminal authorities and may civilly sue brokers and agents that participate in fraudulent activity.

EXHIBIT A

Broker Fee Agreement

BROKER: _____

BORROWER(S): _____

1. OUR SERVICES:

We, the Broker, are acting as your representative. By signing below, you request us to assist in arranging a mortgage loan from a mortgage lender and you agree to the fees (the "Broker Fees") listed below for our services.

2. BROKER FEES:

The Broker Fees will either be paid by you directly or by the lender or by you and by the lender as a part of the settlement of your loan as indicated below. If Broker Fees are paid by the lender, your interest rate may be higher than if you pay our Broker Fees directly. Except as otherwise disclosed in this Broker Fee Agreement, there are no other Broker Fees, finder's fees or commissions, or any other amounts, to be paid to the Broker in connection with the mortgage loan contemplated hereby.

We have discussed these options with you, and you have selected the following option for payment of Broker Fees: (check the applicable box below)

3. Broker Fees you will pay directly to the Broker:

Amount of Fee

Application Fee	\$ _____
Broker Fee	\$ _____
Processing Fee	\$ _____
Other Fee [description]:	\$ _____

Total Direct Broker Fees: \$ _____

4. Broker Fees the lender will pay to us on your behalf:

Amount of Fee

Broker Fee	\$ _____
Other Fee [description]:	\$ _____

Total Broker Fees paid by the lender: \$ _____

Broker Fee is calculated as [y] percentage of your loan amount.

Broker Fee is calculated as a fixed amount as set forth above.

Fees paid to third parties, such as, and including without limitation, appraisal fees, credit report fees, will be paid directly to the Broker and are excluded from the above calculations.

You are currently applying for a mortgage loan in the amount of \$[x]. If your actual loan amount is different, then the dollar amount of any fee shown above that is based on a percentage of the loan amount may increase if the loan amount increases, or decrease if the loan amount decreases.

By signing below, I acknowledge that:

1. I have received a fully executed copy of this Agreement at the time of my loan application, and
2. I am applying for a loan to finance a residential rental property that I intend to use for commercial purposes and not for any personal, household or consumer purpose and any proceeds from the loan will be used for business or commercial purposes only, and
3. I agree that I will not personally occupy the property, and
4. This fee agreement, the loan product and its requirements have been explained to me by the Broker and I understand them, and
5. I voluntarily enter into this Agreement and agree to the Broker Fees set forth above.

Loan Applicant:

Name:

Date: _____

EXHIBIT B

Broker's Certificate

The undersigned, an authorized officer of [_____], a [_____] (“**Broker**”), in connection with the loan application of [_____] (the “**Applicant**”) (unless otherwise indicated, capitalized terms used herein will have the meanings assigned to them in the Wholesale Broker Agreement by and between Broker and Lender dated as of [_____] (the “**Broker Agreement**”)), hereby certifies to Lender on behalf of Broker that:

- (a) Broker has processed the Loan and Application in its own name and on its own behalf and no third party processing service has been used, without the prior consent of Lender;
- (b) The mortgaged property securing the Loan (the “**Mortgaged Property**”) is located within a jurisdiction where Broker and its loan originators/officers are authorized to originate the Loan either as a result of holding all required licenses necessary to carry on its business as now conducted or by being exempt from any licensing requirements;
- (c) Broker has not, assigned, encumbered, brokered or locked in the Loan or Application or any interest in and to the Loan to or with any party other than Lender;
- (d) Broker has provided to Applicant any and all required documents and disclosures and has complied with all applicable federal, state and local laws, ordinances, rules and regulations;
- (e) The Loan conforms to the agreed-upon terms of the lock-in commitment, if any, with Lender with respect to program or product type, interest rate, term and principal amount;
- (f) The Loan conforms to Lender's Guidelines and requirements in effect at the time the Application was submitted;
- (g) Broker has no knowledge of any circumstances or conditions with respect to the Loan that reasonably could be expected to (i) cause the Loan not to comply with the Guidelines, (ii) cause investors to regard the Loan as an unacceptable investment, (iii) cause the Loan to become delinquent, or (iv) adversely affect the value or marketability of the Loan;
- (h) Broker has in no way tried to influence the appraiser with respect to the estimated value of the Mortgaged Property;
- (i) Broker has made diligent inquiry into all facts and circumstances in the making of the Loan, including all material representations made by Applicant, and as far as Broker is aware, none of the statements, information or documentation in the Loan package contain any false or erroneous statements or omit material facts necessary to make such statements, information or documentation accurate and understandable;

(j) To the best of Broker's knowledge after due investigation, there is no adverse information or documentation concerning the Applicant or the Mortgaged Property acting as security for the Loan, other than as disclosed to Lender in writing in the Loan package;

(k) The Loan is and Broker reasonably believes will continue to be free from claims, defenses, set-offs and counterclaims arising because of any act or omission of Broker or its directors, officers, agents, employees or loan originators/officers;

(l) No bankruptcy action, foreclosure proceedings or other court action is pending against Applicant or the Mortgaged Property acting as security for the Loan, other than as disclosed to Lender in writing in the Loan package;

(m) Except as disclosed to Lender in writing in the Loan package: (i) there are no pending proceedings for a total or partial condemnation of the Mortgaged Property; (ii) the Mortgaged Property is free of damage which would materially and adversely affect the use, occupancy or value thereof; (iii) improvements on the Mortgaged Property comply with all rules and regulations of any applicable governmental authority or agency and lie within the boundaries and building restriction lines of the Mortgaged Property; (iv) improvements on adjoining properties do not encroach upon the Mortgaged Property; and (v) there is no condition, including, without limitation, any environmental condition, present upon the Mortgaged Property which could adversely affect the value of the collateral;

(n) Broker is not aware of any pending or contemplated subordinate financing in connection with the Mortgaged Property that has not been disclosed to Lender in writing;

(o) Broker has no direct or indirect ownership interest in the Mortgaged Property;

(p) Applicant has no claim or defense against Broker or any agent, assignee or successor of Broker by reason of any act or omission of Broker, its directors, officers, agents, or employees;

(q) Broker has not made, directly or indirectly, any payment on the Loan closed or funded by Lender hereto or on any other loan made by the Applicant, to any other person or entity;

(r) There has been no submission of false or misleading information or untrue, inaccurate or incomplete information as part of any Application including, without limitation, false statements, nor forgery of an Application or any Loan document, false or misleading representations about the purpose of the Loan, the purpose and intended use of any properties that would secure the Loan and the Loan proceeds, current occupancy, status or intent to maintain required occupancy as set forth in the Application, the mortgage or deed of trust, or any other Loan documents;

(s) Broker agrees that no appraisal or title company controlling, controlled by, or under common control with Broker will be used in connection with the closing of the Loan;

(t) To the extent applicable, Broker has obtained the consent of Applicant to obtain a credit report for or on its behalf;

(u) Broker will not act in a dual capacity as a real estate broker, sales agent, title company or insurance agent and will not receive any commission with respect to or compensation from any related real estate sales transaction;

(w) Broker has made a good faith inquiry into Applicant's purpose for obtaining the Loan, the use of the Mortgaged Property and intent with regard to the use of the proceeds of the Loan and believes that Applicant's actual purpose is to use the Loan, the Mortgaged Property and all proceeds from the Loan for business and commercial purposes only and Broker has no reason to believe, and knows of no information which suggests, that Applicant intends to use the Loan, the Mortgaged Property and any Loan proceeds for other than business or commercial purposes. Broker acknowledges that knowingly making a loan in violation of this Section (w) may be a violation of RESPA/TILA and may constitute an unlawful act. Broker acknowledges that it is fraudulent to knowingly provide or assist in providing false statements, false representations, and material omissions on an Application; and

(x) If an appraisal is ordered by Broker, a qualified, independent and properly state certified or licensed appraiser will independently and impartially have prepared each appraisal submitted to Lender. All appraisals conducted in connection with the Loan, will (i) comply with applicable federal and state law and regulations and any appraisal requirements imposed by or pursuant to the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), (ii) conform to generally accepted appraisal standards as evidenced by the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation, and (iii) meet the requirements set forth in the Guidelines. Without limiting the generality of the foregoing, Broker will only order appraisals through a Lender designated independent appraisal management company, and will have not contact, directly or indirectly, with the appraiser selected by the appraisal management company.

WITNESS WHEREOF, the authorized officer has signed his name:

BROKER: _____

By: _____

Name: _____

Its: _____

EXHIBIT C

CONFIDENTIALITY AND COMPLIANCE AGREEMENT

This CONFIDENTIALITY AND COMPLIANCE AGREEMENT (this “**Agreement**”), dated as of [_____, 20__], is entered into by _____ (“**Broker**”), to and for the benefit of CoreVest American Finance Lender LLC (“**Lender**”).

RECITALS:

WHEREAS, Broker and Lender have entered that certain wholesale broker agreement dated [_____,__] (the “**Wholesale Broker Agreement**”), whereby Broker after having solicited prospective borrowers (“**Applicants**”) by taking and processing their related loan applications (“**Applications**”) will place, on a non-exclusive basis, those Applications with Lender; and

WHEREAS, Broker desires to make certain promises, representations and warranties to Lender as more particularly set forth herein, as an inducement for Lender to enter into the Wholesale Broker Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the premises set forth herein, Broker agrees as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference as if fully set forth in the body of this Agreement.
2. Defined Terms. Words used but not defined in this Agreement will have the meanings assigned to them in the Wholesale Broker Agreement. Whenever used in this Agreement, the following terms shall have the meanings specified in this Section 2:

“**Applicable Law**” will mean all applicable constitutions, laws, statutes, ordinances, rules, treaties, regulations, licenses, approvals, interpretations, codes, orders, judgments, decrees, directives permits or other legal requirements enacted, issued, promulgated, enforced, or entered by any government entity or authority, public agency, or self-regulatory organization;

“**Applicant Information**” will mean any and all information relating to a specific person, persons, entity, or entities obtained from Applicants or other sources during the Application process.

“**Confidential Information**” will mean all oral or written information provided by Lender to Broker in connection with Lender’s loan programs, including, without limitation, policies, the Guidelines, trade secrets credit criteria, marketing materials, business practices, plans or proposals, all information provided by Lender to Broker regarding a transaction or submission which is subject of this Agreement and Applicant Information as defined below.

“**Privacy Law**” will mean any Applicable Law relating to the privacy of nonpublic personal information, including but not limited to the privacy provisions of the Gramm-Leach-Bliley Act, the Fair Credit Reporting Act, the USA Patriot Act and similar state laws.

3. Confidential Information and Privacy.

3.1 Broker will comply with applicable Privacy Law, take all necessary precautions, using at least that standard of care which it accords its own highly confidential information, which will in no event be less than a reasonable standard of care, to safeguard and keep confidential the Confidential Information, and take all necessary precautions to ensure compliance with this Agreement and Privacy Law by its employees, agents, and representatives, including, without limitation, loan officers who are contractors or consultants. Broker will in any event be responsible for any breach of this Agreement or Privacy Law by any of its representatives.

3.2 Broker agrees not to disclose any Applicant Information provided either by Applicants or Lender to any affiliate or unaffiliated third party, unless (i) Broker has obtained the prior express written consent of Lender, (ii) such third party has a need to know for the purpose of processing or originating the related Loan, (iii) such disclosure is permitted under applicable Privacy Law and (iv) Broker agrees to be responsible for any breach of this Agreement or Privacy Law by such third party. Notwithstanding the foregoing, prior to the date Lender approves a Loan, Broker may disclose Applicant Information to third parties as permitted by Applicant and consistent with applicable Privacy Law.

3.3 In the event that Broker or any of its representatives is required to disclose any of the Confidential Information pursuant to any Applicable Law, the Broker will promptly (and in no event later than five (5) Business Days (as defined hereunder) of receipt of notice of such requirement) notify Lender of any such requirement (if legally permitted) so that Lender may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. For purposes of this Agreement, “**Business Day**” means any day other than a Saturday, a Sunday or any day on which banking institutions in the City and State of New York are authorized or obligated by law, executive order or governmental decree to remain closed. Broker will, and will direct its representatives to, reasonably cooperate with Lender, at Lender’s sole cost and expense, to obtain such a protective order or other remedy. If such protective order or other remedy is not obtained, or Lender waives compliance with the provisions of this Agreement, Broker or its representative will disclose only that portion of the Confidential Information which they are advised by counsel that they are legally required to so disclose and will use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed. Notwithstanding the foregoing, Broker or its representatives will not be required to give notice of any regulatory inspection of their respective offices or records made in the ordinary course of regulation, provided Broker or its representative reasonably believes that the confidentiality of the Confidential Information will be respected and maintained.

3.4 Broker will not at any time during the term of this Agreement or following termination hereof, unless required by law or with the express prior written consent of Lender, directly or indirectly disclose or furnish any Confidential Information of Lender to any third party.

3.5 The Parties agree that the relationship between Lender and Broker is unique and that neither Party will discuss any terms or conditions of this Agreement with any third party.
k of this Agreement.

4. Fair Lending. Broker hereby agrees that all Applicants seeking financing will be treated in a fair and non-discriminatory manner consistent with the provisions of the Fair Housing Act, the Equal Credit Opportunity Act and the Fair Credit Reporting Act, and the implementing regulations promulgated thereunder as well as any other applicable federal, state and local laws, rules and regulations. Broker acknowledges that Lender is an equal opportunity lender and agrees that Broker will not engage in lending discrimination in any form on the basis of any class protected by law, including without limitation, race, color, religion, national origin, sex, marital status, familial status, handicap, disability, age (provided Applicant has the capacity to contract), Applicant's receipt of income from any public assistance program, and Applicant's exercise, in good faith, of any rights it may have under Applicable Law.

5. Business Purpose Lending. Lender is in the business of originating Business Loans and is not in the business of originating loans for personal, family, or household purposes. Broker agrees that it will not make introductions to Lender of persons whose objective is to obtain a loan for personal, family, or household purposes. Broker agrees that it will notify Lender promptly in the event Broker becomes aware that an Applicant intends to obtain another loan, or use all or a portion of the Loan proceeds, for personal, family, or household purposes. In the event a Loan is sought by the related Applicant for personal, family or household use, at the time of origination, it may be subject to applicable local, state and federal laws rules and regulations relating to loans made for personal, family or household purposes, including but not limited to the Real Estate Settlement Procedures Act, and its implementing regulation, Reg. X, the Truth in Lending Act, and its implementing Regulation, Regulation Z, and any other applicable state, federal or local consumer protection laws and amendments that are in effect at the time the Loan was originated, and Broker will not be entitled to any compensation from Lender and any compensation that had been paid will be subject to reimbursement, clawback or forfeiture, with any such paid compensation to be promptly returned as directed by Lender upon request by Lender to Broker.

6. Patriot Act. Broker and each other person involved in the Loan transaction has complied with and will comply with all Applicable Law including, without limitation, the USA Patriot Act of 2001, and required record keeping and reporting requirements thereunder, with respect to the activities in which it engages. No court or regulatory agency has found Broker in violation of any international, country, federal, state or local financial services related laws or regulations.

7. Bond and E&O Policy. Broker will maintain, at its own expense, a blanket fidelity bond and an errors and omissions insurance policy (together, the “**Bond and E&O Policy**”), naming Lender as an additional insured and with broad coverage on all of its officers, employees or other persons acting in any capacity on behalf of Broker, from a properly licensed and qualified insurer acceptable to Lender, with an A.M. Best’s Insurance Rating of A-: VII or better. The Bond and E&O Policy will not diminish or relieve the Broker from its duties and obligations as set forth in this Agreement. The minimum coverage under any such Bond and E&O Policy will not be less than \$300,000 per occurrence or per claim and \$300,000 in the annual aggregate. If Bond and E&O Policy is maintained on a claims-made basis, Broker must continue to maintain such Bond and E&O Policy for three (3) years after termination of this Agreement.

8. Broker Net Worth. Broker will at all times maintain a net worth, defined as the excess of total assets over the total liabilities of Broker as determined in accordance with generally accepted accounting principles (“**GAAP**”), of at least \$50,000.

9. Broker Net Income. Broker will maintain a net income after taxes of not less than \$1.00 on an annual basis, determined as of each fiscal year end in accordance with GAAP.

10. Truthfulness. No representation, warranty or written statement made by or on behalf of Broker in this Agreement, or in any written or verbal communication made to Lender in connection with the transactions contemplated hereby, contains, or will contain, any untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein not misleading.

11. Statements about Lender. Broker will not directly or indirectly make any disparaging or derogatory statements concerning Lender, its affiliates, or their businesses, products and services.

12. Breaches, Judgments and Lawsuits. Broker will promptly (and in no event later than two (2) Business Days of knowledge thereof) notify Lender in writing of (i) the occurrence of any breach of this Agreement, (ii) the entry of a judgment or decree against Broker in an amount in excess of \$25,000, or (iii) any pending, threatened or asserted claims, lawsuits, administrative actions or loss contingencies involving Broker for amounts in excess of \$50,000, either individually or in the aggregate.

13. Right to Audit. Broker agrees to permit Lender’s audit staff to conduct on-site audits of Loan files that have been registered with or submitted to Lender. Lender will have the right to audit and verify by alternative source any documentation in files submitted to Lender, including, but not limited to, credit reports or appraisals in a pre or post-closing review, and such right will survive Lender’s closing, funding and/or purchase of a Loan and the termination of this Agreement.

14. Broker Eligibility. Broker is in compliance with the eligibility standards established, and revised from time to time, by Lender, which may be communicated to Broker over the term of this Agreement, and will execute and deliver all such instruments and take all such actions, all of which will be subject to the approval of the Lender, as

Lender may reasonably request in order to effectuate the purposes and to carry out the terms of this Agreement.

15. Survival of Provisions. The representations, warranties, covenants, and obligations contained in this Agreement will survive the consummation of the transactions contemplated by this Agreement.

16. Interpretation. The paragraph and section headings in this Agreement are solely for convenience and will not be deemed to limit or otherwise affect the meaning or construction of any part of this Agreement. Any pronoun used in this Agreement will be deemed to cover all genders. The terms “include”, “including”, and similar terms will be construed as if followed by the phrase “without being limited to.” The term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision or section of this Agreement. Words in this Agreement importing the singular number will mean and include the plural number, and vice versa.

17. Governing Law. The terms of this Agreement will be governed by and interpreted according to the substantive laws of the State of New York without regard to its choice of law or conflict of law principles.

18. Counterparts. This Agreement may be executed in any number of counterparts and by different Parties to this Agreement in separate counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts together will constitute but one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Agreement will become effective upon the execution of a counterpart hereof by each Party to this Agreement. A signature of a Party to this Agreement sent by facsimile, electronic mail (including a scanned portable document format copy sent by electronic mail), or other electronic transmission will have the same force and effect as an original signature of such Party.

19. Successors and Assigns. No Party may assign any of such Party’s rights or obligations under this Agreement, by operation of law or otherwise, without the prior written approval of the other Party. This Agreement is binding upon and will inure to the benefit of each of the Parties and their respective successors and assigns.

20. Third Party Beneficiaries. Nothing in this Agreement, express or implied, will be deemed to create in any Person other than the Parties to this Agreement and such Parties’ successors and assigns permitted by this Agreement, any right, remedy, or claim under or by reason of this Agreement.

21. Entire Agreement; Amendments; Waivers. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement. This Agreement may not be amended, modified, or supplemented except by a written instrument signed by an authorized representative of each of the Parties. The failure of any Party to enforce at any time any provision of this Agreement will not be construed to be a

waiver of such provision nor in any way to affect the validity of this Agreement or any part of this Agreement or the right of any Party to later enforce each and every such provision. No waiver of any breach of this Agreement will be held to constitute a waiver of any other or subsequent breach.

22. Severability of Provisions. Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement will be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

IN WITNESS WHEREOF, Broker has duly executed this Agreement to be effective as of the Effective Date.

BROKER: _____

By: _____

Name: _____

Its: _____

Request for Taxpayer Identification Number and Certification

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

See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C= C corporation, S= S corporation, P= partnership) ▶ -----

Other (see instructions) ▶

Exemptions (see instructions):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

COREVEST AMERICAN FINANCE LENDER LLC
 1920 MAIN STREET, SUITE 850
 IRVINE, CA 92614

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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 on page 4.

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. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

Use Form W-9 only if you are a U.S. person (including a resident

alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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

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 Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

What is backup withholding. Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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 Part II instructions on page 4 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on this page.

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* on page 3 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

Name

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

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

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

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

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 Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must 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 the "Name" line. 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 the "Business name/disregarded entity name" line. 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.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on this page.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that are exempt from backup withholding:

- 1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 - The United States or any of its agencies or instrumentalities
- 3 - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 - A corporation
- 6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 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, 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 - 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 possession of the United States, 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 Reg. 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 Reg. 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

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your

IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 3), 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 the chart on page 4 for further clarification of name and TIN combinations.

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

If you are asked to complete Form W-9 but do not have a TIN, 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 items 1, 4, or 5 below indicate 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 the "Name" line 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), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporate or LLC electing corporate status on Form 8832 or Form 2553	The corporation The organization
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation 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* on page 2.

* **Note.** 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, social security number (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 Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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.



Originations System Broker Access Form

Company Legal Name	
Company DBA Name:	
Address:	
City:	
State:	
Zip:	

Primary contact name:	
Primary contact email address:	
Primary contact number:	

Additional Information:

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