



2030 Main Street #350 Irvine, CA 92614
866-714-2040 | www.hightechlending.net

Wholesale Broker Application

Please send your package by scan to:
brokerapproval@hightechlending.com or by fax to 818-230-3037

Account AE Name: _____

General Broker Information

Legal Company Name: _____

Other Trade Name/DBA: _____

Broker of Record: _____ % Own _____ Phone: _____

Main Office Address: _____

Phone: _____ Fax: _____ Email: _____

Company Structure

Sole Proprietorship Partnership LLC Corporation | State Organized: _____ NMLS ID #: _____

Tax ID Number: _____ or Social Security Number (sole proprietor): _____

Is this Firm a subsidiary of another Entity? Yes No | If yes, who is parent company? _____

Application Requirements

Please provide the following documents with your application and agreement.

- Broker Application (this document)** - Page 2 "Release of Authorization" must be signed by an authorized person.
- Broker Agreement/Addendums** - All pages signed/dated. Comp Addendum must have Broker Designation selected.
- Owners List** - Provide a list of all owners and % ownership of each.
- Licenses** - Provide current NMLS print out of all state licenses for company and branches.
- Agency Approvals** - Provide copies of all FHA, VA, Fannie and Freddie Approvals.
- Approved Branch List** - Provide a list of all locations to be approved including full contact information and dba's.
- Year-to-Date Financials** - YTD P/L with balance sheet to document \$25,000 net worth. If Broker does not have a balance sheet, provide past 3 months company bank statements.
- Production** - YTD production showing # of units and \$ volume.
- Resume(s) of all owners** - Provide 10 year work history.
- References** - Provide 3-5 investor, lender, warehouse or MI company references.
- QC Policies/Procedures** - Provide policies and procedures. If outsourced, provide agreement with vendor.
- IRS Form W-9 Statement** - Must be completed, signed and dated by a corporate officer, member, partner - whichever may apply. If sole proprietorship, must be completed, signed and dated by the broker of record listed on the license.
- Loan Officer List** - Complete the attached LO Lise or provide a list of your own.
- VA Sponsorship** - If submitting VA loans, please complete as instructed. You will be notified when you are VA approved.

Other Information

- Does the Firm have any outstanding indemnifications? If "Yes", amount: \$ _____ Yes No
- Has the Firm repurchased any loans or have any pending repurchases? If "Yes", amount: \$ _____ Yes No
- Has the Firm had any serious findings in any audit, examination, or investigation? Yes No
- Has the Firm or its Principals or Licensee ever had its real estate/lending license revoked, suspended, or denied? Yes No
- Has the Firm or its Principals filed bankruptcy or been involved with any entity that has filed bankruptcy within the last 5 years? Yes No
- Has the Firm or its Licensee had any complaints filed against it within the last 2 years?
(Complaints or findings by MARI, State or Federal Agencies, etc.) Yes No
- Are there any outstanding or pending litigation, claims, contingencies, judgments, liens or tax delinquencies? Yes No
- Has the Firm ever been suspended, placed on limited participation or terminated by an investor, lender, or agency? Yes No
- Has the Firm, its Principals, or Affiliate Entities ever applied to do business with HighTechLending, Inc.? Yes No
- Is loan Processing performed by Contract Processor(s)? Yes No
- Does Broker utilize a Broker Controlled or Owned Escrow Company? Yes No

Note: If "Yes" to any of the above questions, please attach a detailed explanation

Authorization and Release

I hereby consent to a review and confirmation of myself as to my moral character, professional and financial reputation and standing, fitness as a mortgage broker/originator, and such other information as may be received during the review and confirmation to be provided to HighTechLending, Inc., hereinafter "Mortgage Lender." In addition, I hereby consent to a review and confirmation on the above Business as to the business' professional and financial reputation and standing, and such other information, such as background checks on all my affiliated loan officers, as may be received during the review and confirmation to be provided to HighTechLending, Inc., hereinafter "Mortgage Lender." Every firm, company, governmental agency, court, association or institution having control of any documents, records and other information pertaining to me or the above Business is hereby authorized and requested to furnish, allow to be copied or otherwise provide, information of the kind described above, to the Mortgage Lender, or its representatives, conducting the review and confirmation (hereinafter "Company"). This authorization and request includes, but is not limited to, documents, records or files regarding any charges or complaints filed against me, including any complaints erased by law, whether formal or informal, pending or closed. I specifically authorize and request consumer credit reporting agencies to provide my personal credit history to Company from time to time at Mortgage Lender's request and in its sole discretion. I also understand criminal records may be requested; and, I authorize their release. A photocopy of this authorization shall be as valid as the original.

In consideration of the time and expense incurred in reviewing and evaluating the application and qualifications of the above Business and me as to our fitness as a mortgage broker/originator for Mortgage Lender and to facilitate the providing of information for the review and confirmation by Company, on behalf of myself and the Business, I hereby release, discharge, exonerate and covenant not to sue any person, company or governmental organization providing information in the review and confirmation, any recipient of information, including Mortgage Lender, and Company, its parent, sister and affiliate companies and its and their officers, agents, employees and independent contractors, from any and all liability of every nature and kind arising from or in connection with the furnishing of information, the inspection of documents, records, and other information, and the preparation of the review and confirmation of the information provided to Mortgage Lender.

The undersigned declares that the statements set forth herein are true and complete. The undersigned hereby authorizes HighTechLending, Inc. to obtain verification from any source named herein as to the accuracy of the information provided and to obtain credit information regarding the Business as part of its approval process. The undersigned hereby releases, discharges, exonerates and covenants not to sue any person or entity providing information to HighTechLending, Inc. in connection with this application, and any recipient of such information, including HighTechLending, Inc. or its representatives, from any and all liability of every nature and kind arising from or in connection with the furnishing, receipt, and review of such information.

Principal's Signature: _____ Title: _____ Date: _____

Print Name of Signor: _____



BROKER AGREEMENT

This Broker Agreement (the "Agreement") made this _____ day of _____, 20 ____, by and between HighTechLending, Inc. ("LENDER"), a California Corporation, with its principal place of business at 2030 Main Street, Suite 350, Irvine, CA, 92614 and _____, ("Broker") a _____.

Recitals

WHEREAS, HighTechLending, Inc. is in the business of accepting from mortgage brokers fully processed applications (which include all documents relating to the application) (each an "Application") for residential loans secured by first or second deeds of trusts or mortgages encumbering one-to-four unit residential properties ("Mortgage Loans"), and Broker is in the business of originating, processing, and pre-underwriting Mortgage Loans.

WHEREAS, Broker desires to submit to HighTechLending, Inc., from time to time, on a non-exclusive basis, Applications for Mortgage Loans to be underwritten closed and funded by HighTechLending, Inc. in HighTechLending, Inc. name, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

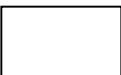
Article I: Origination of Mortgage

Section 1.1 Taking and Delivery of Mortgage Applications

(a) HighTechLending, Inc. hereby authorizes Broker to take mortgage applications based on HighTechLending, Inc. program and pricing information contained in HighTechLending, Inc. Underwriting Matrix ("the Matrix") and HighTechLending, Inc. Underwriting Guidelines ("the Guide") that are incorporated into this Agreement by this reference and are subject to change by HighTechLending, Inc. from time to time, in its sole and absolute discretion and without notice to Broker. Broker shall comply with the Matrix and Guide in connection with each Mortgage Loan brokered to HighTechLending, Inc. hereunder. Broker understands that Lender intends to sell or securitize closed loans to/with institutional investors, and Broker agrees to deliver mortgage applications to Lender that are taken by Broker in accordance with HighTechLending, Inc.' mortgage application specifications.

(b) In addition to taking the information from Borrower and filling out the application, Broker shall perform services including, but not limited to, all of the following:

- (ii) Educating the prospective Borrower in the financing process, advising the Borrower about the different types of loan products and programs available and discussing closing costs
- (iii) Collecting financial information (tax returns, bank statements, etc.) and other related documents that are part of the application process.
- (vii) Providing all initial disclosures (Truth in Lending Disclosure Statement, Good Faith Estimate, etc.) to prospective Borrowers.



(viii) Assisting prospective Borrowers in understanding and clearing credit problems. All letters of explanation must be written by the borrower(s).

(ix) Maintaining regular contact with prospective Borrowers, real estate agents (if applicable), and HighTechLending, Inc., between application and closing, to apprise borrowers of the status of the application and to gather any additional information as needed.

(xii) Participating in the loan closing.

(c) Upon HighTechLending, Inc. receipt of a loan application from Broker with all supporting documentation and preliminary underwriting package, HighTechLending, Inc. shall underwrite the loan application and determine, in its sole and absolute discretion, whether the related Mortgage Loan is eligible for funding by HighTechLending, Inc. If HighTechLending, Inc. approves the loan application; HighTechLending, Inc. shall handle the closing and funding of the related Mortgage Loan. Broker shall have no right, power or authority, express or implied, to approve a loan application on behalf of HighTechLending, Inc.

Section 1.2 Broker Fees

For all transactions wherein HighTechLending, Inc. acts as mortgage banker, herein defined as providing direct funding via bank or warehouse line(s) of credit, in the HighTechLending, Inc. name, if and as permissible under applicable federal and state law, Broker shall be entitled to negotiate with and receive exclusively from the mortgagors a reasonable broker fee for its services; provided, however, that (i) such broker fee does not exceed the fee, or range of fees, that is typical for the type and amount of the Mortgage Loan applied for in Broker's market area, (ii) if required by applicable law, such fees shall be imposed pursuant to a duly executed written agreement between the Broker and its mortgagors and (iii) all compensation paid to Broker in connection with each Mortgage Loan shall be disclosed on the Good Faith Estimate of Closing Costs and the HUD-1 Settlement Statement in accordance with applicable law. Broker cannot accept compensation, directly or indirectly, from other sources, including LENDER, on a residential mortgage transaction. Broker shall adhere to TILA and its Reg Z rules on loan originator compensation.

Article II: Representations and Warranties of Broker

Broker represents and warrants to HighTechLending, Inc. (as of both the date hereof and the date that each Mortgage Loan is brokered to HighTechLending, Inc. hereunder) as follows:

Section 2.1 General Representations and Warranties of Broker

Broker is duly organized, validly existing and in good standing under the laws of its state of organization and has all requisite organizational power, authority and capacity to carry on its business as it is now being conducted, to execute and deliver this Agreement and to perform all of its obligations hereunder. This Agreement has been duly and validly executed and delivered by Broker and is a valid and legally binding agreement of Broker, enforceable against Broker in accordance with its terms, subject to bankruptcy, moratorium and similar laws and the discretion of a court to grant specific performance. The execution, delivery and performance by Broker of this Agreement does not violate or breach (a) Broker's organizational documents, (b) any material agreement to which Broker is subject or (c) any law, rule, regulation, order, judgment or decree to which Broker or its property is subject. In addition, Broker expressly acknowledges, certifies, represents and warrants that he/she/it compensates all sales-force employees as employees (a.k.a. "W2") and not as independent contractors (a.k.a. "1099"). In addition, Broker acknowledges, understands and accepts that, as a Broker sponsored by LENDER to conduct Federal Housing Administration ("FHA") business, Broker is required to employ trained, competent personnel, who are under the direct supervision and control of Broker, where the individuals are exclusively employed by Broker, in the mortgage lending and real estate fields. As detailed in the Department of Housing and Urban Development ("HUD") Handbook 4060.1 sections 2-9G and 2-11D, states that any company's employees conducting and engaged in FHA lending's cannot have other employment in mortgage lending, real estate, or a related field. During normal business hours,

Broker's employees who are involved with the FHA transactions may conduct only the business of Broker either full or part time. Broker's Employees may have other employment, including self-employment. However, the outside employment may not be in the mortgage lending, real estate, or related fields. Refer to HUD Handbook 4060.1 REV-2, paragraphs 2-9D, F, and G.

Broker and all its mortgage loan originators are properly licensed and in good standing under the federal S.A.F.E. Mortgage Licensing Act.

Section 2.2 The Mortgage Loans

(a) HighTechLending, Inc. and Investor Requirements: Each Mortgage Loan conforms to the specifications set forth by HighTechLending, Inc. in its guidelines and the Matrix, as amended by HighTechLending, Inc. from time to time with or without notice. Broker does not know of any circumstances or conditions that could be reasonably expected to cause HighTechLending, Inc. not to make the Mortgage Loan, cause any investor to regard the Mortgage Loan as an unacceptable investment, cause the Mortgage Loan to become delinquent or adversely affect the value or marketability of the Mortgage Loan.

(b) No Defenses: The Mortgage Loan, when made by HighTechLending, Inc., will not be subject to any right of rescission, setoff, counterclaim or defense, including, without limitation, the defense of usury, as a result of any act, error or omission of Broker or of any other party of which Broker is aware.

(c) Compliance with Applicable Requirements: Broker has complied with any and all requirements of any federal, state or local law or regulation applicable to the Mortgage Loans, including, without limitation, laws and regulations relating to usury, truth-in-lending, real estate settlement procedures, consumer credit protection, equal credit opportunity, fair credit reporting, fair lending, home mortgage disclosure and securities. Broker shall maintain and deliver to HighTechLending, Inc. upon HighTechLending, Inc. request evidence of compliance with all such requirements.

(d) Documents: Each document delivered to HighTechLending, Inc. in connection with each Mortgage Loan is genuine and has been duly executed. Broker shall promptly notify HighTechLending, Inc. if Broker knows or has reason to believe that any information in any mortgage application or other document delivered to HighTechLending, Inc. is untrue or misleading.

(e) Fair Lending: Broker is committed to serving the credit needs of the entire community in which it does business and Broker will not discriminate against any current or potential credit customers ("Applicants") on the basis of any of the following characteristics: Race; Color; Religion; National Origin; Sex; Marital Status; Age; Fact that all or part of the Applicant's income derives from any public assistance programs; Fact that the Applicant has in good faith exercised any right under the Consumer Protection Act or any similar state law designated by the Federal Reserve Board; Handicap; or Familial Status.

(f) Predatory Lending: Broker will not originate loans that fall under the umbrella of "predatory" or abusive lending and which have no tangible benefit to the borrower.

Section 2.3 Statements Made

No representation, warranty or written statement made by Broker in this Agreement or in any other document furnished to HighTechLending, Inc. by Broker 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 any material fact necessary to make the statements contained herein or therein not misleading.

Section 2.4 Licenses

Broker has, and shall maintain, all licenses, registrations, and notifications necessary to carry on its business as now being conducted, including all licenses, registrations, and notifications necessary to conduct the mortgage brokerage business contemplated by this Agreement, including the federal S.A.F.E. Mortgage Licensing Act registration. Broker is, unless otherwise exempt or no license is required, licensed or registered in each state in which: (i) any real

property securing repayment of a Mortgage Loan is located; and (ii) engaged in the business of originating and brokering mortgage loans if the laws of such state require licensing or registration to engage in the business of originating and brokering mortgage loans. In each of these states, Broker has identified, registered, or licensed each of its loan officers or loan originators if required by each state. Broker covenants to maintain all licenses and registrations current with all applicable regulatory agencies. Broker further covenants to notify HighTechLending, Inc., immediately upon the suspension, revocation, expiration or other termination of any licenses or registrations, or the taking of any formal or informal administrative or judicial action by any such regulatory agency against Broker that could adversely affect Broker's license's or registrations.

Article III: Remedies

Section 3.1 Indemnification

Broker shall indemnify and hold HighTechLending, Inc. and its affiliates, officers, directors, shareholders and agents harmless from and against, and shall reimburse it and them for any losses (including pair-off fees and loss of servicing rights), damages, deficiencies, claims, causes of action or expenses of any nature (including attorney's fees) incurred by HighTechLending, Inc. as a result of: (a) any breach of Broker's representations and warranties hereunder, or any misrepresentation by Broker contained in this Agreement or in any document furnished by Broker pursuant to this Agreement; (b) the non-fulfillment or non-performance of any of Broker's covenants or agreements hereunder; or (c) any fraud in the origination of any Mortgage Loan, whether or not as a result of any act or omission of Broker, or any employee, representative or any agent of Broker.

Article IV: Miscellaneous

Section 4.1 Termination

This Agreement may be terminated at any time (a) by the mutual written consent of Broker and HighTechLending, Inc.; or (b) by either party, without cause, upon 30 days' written notice to the other party. The termination of this Agreement shall not release any party from liability for any breach hereof or misrepresentation hereunder prior to such termination.

Section 4.2 No Personal Solicitation

Broker hereby represents, warrants, and covenants that it will not take any action or cause any action to be taken by any party working on its behalf, to personally, by telephone, mail, email or any other means solicit the prepayment of any Mortgage Loan by any mortgagor, in whole or in part for the first 90-day period to commence upon the funding of the mortgage transaction. If Broker violates this representation, warranty, and covenant, HighTechLending, Inc. will be entitled to seek injunctive relief against Broker, in addition to any other remedies or damages available. Broker agrees that neither it nor its affiliates will prepare or disseminate, for compensation or otherwise, any mailing list of the Mortgagors to parties other than HighTechLending, Inc. Notwithstanding any term or provision herein to the contrary, Broker may undertake promotions which are directed to the general public at large, or segments thereof, provided that no segment shall consist primarily of Borrowers to whom HighTechLending, Inc. has made Mortgage Loans, including, without limitation, mass mailing based on commercially acquired mailing lists, newspaper, radio and television advertisements.

Section 4.3 Broker's Costs and Expenses

Broker shall, during the term of this Agreement, be responsible for and shall pay in full, costs and expenses directly or indirectly incurred in performing its duties hereunder. Due to the rules and limitations imposed by TILA on loan originator compensation, Broker understands that it looks to the Mortgagee exclusively for all compensation and settlement service expense. Broker shall be liable for all costs, expenses and fees incurred for, including but not limited to, appraisals, if requested by HighTechLending, Inc., and credit reports ordered on any loan applicants

solicited by Broker if such costs, expenses or fees are not paid by the Loan applicant. Broker acknowledges, certifies and understands that certain ancillary costs, such as appraisal verification, Broker Price Opinions, Automated-Valuation Models and/or Appraisal Desk/Field Reviews as well as certain Credit Report costs, are necessary and required in certain instances.

Section 4.4 Repurchase Obligations

A funded loan that contains any data submitted by broker in support of mortgage application, or pursuant to a request for funding by broker that is materially false or fraudulently obtained whether obtained by broker, he/she/its agents or assigns, employees, any borrower, vendor or any other party in the loan process shall be deemed a mandatory repurchase. Customer shall effectuate within thirty (30) days of written notice, any repurchase of a mortgage loan required by HighTechLending, Inc. in accordance with the terms and conditions herein. The Repurchase Price is described in Section 4.5, below.

Section 4.5 Repurchase Price

The sum of outstanding principal balance, accrued interest at the mortgage rate from the date to which interest was last paid, costs of servicing, costs of foreclosure and/or foreclosure procedures, if any, attorneys' fees, collection fees and interest on total sum.

Section 4.6 Premium Recapture or Early Payoff

In the event that, within twelve (12) months of the related Closing Date, a Mortgage Loan is prepaid in an amount that is equal to or greater than twenty-five percent (25%) of the original unpaid principal balance of such Mortgage Loan, Broker shall pay the Lender the Premium Recapture Amount within five (5) Business Days following receipt of notice from the Lender of the occurrence of such prepayment; provided however, that the Broker shall have no obligation to pay the Lender the Premium Recapture Amount if the prepayment is solely due to death of the related Mortgagor or non-occupancy of the related mortgaged property by the Mortgagor. For Purposes of this Agreement, the "Premium Recapture Amount" with respect to a Mortgage Loan is an amount equal to (a) the total compensation received by Broker with respect to such Mortgage Loan expressed as a dollar amount multiplied by (b) a ratio, the numerator of which is the dollar amount of such partial prepayment for such Mortgage Loan, and the denominator of which is the original principal balance of such Mortgage Loan. The Lender reserves the right to offset, at any time and without prior notice, against any amounts due to Broker under this Agreement for any Mortgage Loan that is so pre-paid.

Section 4.7 Exceptions

Specific loan underwriting guidelines are set forth in the Guide. For loans that vary from standard guidelines, HighTechLending, Inc. reserves the right to purchase the loans under individual loan exception requests. The charge for a loan exception varies and will be disclosed to you prior to drawing loan documents.

Section 4.8 Confidentiality

Broker shall, and shall cause its affiliates, directors, officers, employees, agents and representatives (collectively, "Broker's Representatives") to, hold in confidence and not disclose to any third party without HighTechLending, Inc., prior written consent, all information relating to HighTechLending, Inc. received by Broker and/or Broker's Representatives in connection with the transactions contemplated herein including, without limitation, the terms and conditions of Broker's agreement with HighTechLending, Inc., but other than information (a) received by Broker or Broker's Representatives on a non-confidential basis from a third party having a right to make such disclosure; (b) that is or becomes generally available to the public (except as a result of a disclosure in violation of this Agreement); or (c) that is required to be disclosed by law, regulatory or judicial process.

Section 4.9 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument.

Section 4.10 Entire Agreement; Waiver

This Agreement and any commitment executed in connection herewith contain the entire agreement between the Parties and supersede all prior agreements relating to the subject matter hereof. This Agreement may not be amended except by a written instrument signed on behalf of each party hereto. Neither party’s rights hereunder shall be waived other than by an express written waiver signed by the party against whom such waiver is sought to be enforced.

Section 4.11 Section Headings

The section and article headings contained in this Agreement are for reference purposes only and shall in no way affect the meaning or interpretation of this Agreement.

Section 4.12 Notices

All notices and other communications hereunder shall be in writing (including a writing delivered by facsimile Transmission) and shall be deemed to have been duly given (a) when delivered, if sent by registered or certified mail (return receipt requested); (b) when delivered, if delivered personally or by telecopy; or (c) on the second subsequent business day, if sent by United States Express Mail or overnight courier, in each case to the Parties at the following addresses (or at such other addresses as shall be specified by like notice):

If to HighTechLending, Inc. to:

HighTechLending, Inc.
2030 Main Street, Suite 350
Irvine, California 92614
Attention: General Counsel

If to Broker to:

Section 4.13 Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California, County of Orange without reference to the choice of law principles thereof.

Section 4.14 Severability

In the case any provision in this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be construed and enforced as if it had been more narrowly drawn so as not to be invalid, illegal or unenforceable, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 4.15 Successors and Assigns

This Agreement shall be binding upon the Parties hereto and their respective successors and assigns and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns. Broker shall not delegate any duty hereunder, or assign this Agreement or any rights hereunder without the prior written consent of HighTechLending, Inc.

Section 4.16 Relationship of Parties

The relationship between the Parties is an independent contractor relationship, and Broker is not, and shall not represent to third Parties that it is acting as, an agent for and on behalf of HighTechLending, Inc.

□

Section 4.17 No Third Party Beneficiaries

Except as expressly provided herein, nothing in this Agreement is intended to confer any right, remedy, obligation or liability upon any person other than the Parties hereto and their respective successors and permitted assigns.

Section 4.18 Marketing Materials

By executing this Agreement, Broker agrees to receive and authorizes HighTechLending, Inc. to send to Broker, marketing materials including but not limited to rate sheets, by methods including but not limited to email and facsimile transmission, at the fax numbers and email addresses provided in this Agreement or any subsequent amendment thereto.

Article V: Use of Online System(s)

Section 5.1 Use of HighTechLending, Inc. Systems

System and Software: Subject to the terms and conditions of this Contract, HighTechLending, Inc. grants to Broker the non-exclusive, non-assignable right to use, during the term of this Contract (i) the electronic mortgage information and transaction system owned by LENDER (the "System") as well as any other on-line system that LENDER may offer and Customer may use, from time-to-time, and (ii) the System software, any updates and enhancements of such software which are made available by LENDER to Customer, and all code and controls contained in the Web Site, as well as any subsequent code which may be written in any programming language (collectively, the "Software"), without change, along with any reports or other printouts generated by the Software in the course of its normal operation ("Output"), any documentation related to the Software, and any copies of the foregoing which Customer is permitted to make pursuant to the terms of this Contract and the *Guide*. Customer may only access the System using the Software via the internet through the LENDER/B2B Web Site (the "Web Site"), and will cause to be entered into the System only data regarding existing mortgage loans sold to LENDER, potential mortgage loans for which an application or an inquiry has been made to Customer by a potential borrower, subject to any limitations set forth in the *Guide*. Customer's use of the System is subject to all provisions of this Contract and all instructions as may be communicated by LENDER from time to time in writing, including, without limitation, restrictions on the use of the System. Customer shall not: (a) decompile, disassemble, reverse engineer, or otherwise determine or attempt to determine source code for the executable code of the Software or any information, products or services obtained from the Web Site (collectively, the "Products"), (b) rent, lease, transfer, sell, publish, license, distribute or otherwise transfer any rights to the Products, except as expressly permitted by LENDER; (c) modify, translate, enhance, maintain, or create derivative works based on the Products; (d) except to the extent necessary to use the System for the sole purpose set forth in this Contract, modify, copy, distribute, transmit, display, perform or reproduce the Products; (e) except to the extent otherwise provided in this Contract or consented to by LENDER in writing, permit any third parties to use the System, either directly or through Customer; (f) use the System for any purpose other than the purpose for which LENDER has developed the System; or (g) copy, download, or otherwise access the System software except as such operations are performed by the Software in the course of its normal operation.

5.2 System Ownership

Customer acknowledges that it has no ownership or other interest or license in the System or Software, except to the extent of the rights expressly granted herein. Title, ownership rights, and intellectual property rights (including all applicable rights to copyrights, trade secrets, patents, and trademarks) in and to the System and Software and any modifications or enhancements made to the System or Software belong to and will remain with LENDER.

5.3 Procedures for Customer's Use

Customer hereby agrees that the Web Site shall be used by Customer's authorized employees only. LENDER shall provide Customer access to the System as agreed upon herein. Customer shall be solely responsible for (i) preventing unauthorized use of the identification numbers and passwords, (ii) unauthorized use of the System in connection with Customer's identification numbers and passwords, and (iii) controlling access to the System and implementing effective security measures. LENDER shall have no liability with respect to any such unauthorized use. Customer shall

list Customer's authorized users as required by this Contract, and ensure that each individual identification number and password is used only by the person identified in the System. Customer will permit LENDER to audit or review Customer's controls and procedures relating to the access and security of the System.

5.4 Customer's Obligation to Review System Input Daily

Customer acknowledges and agrees that it will be solely responsible for reviewing on a daily basis the data it inputs into the System and for disputing inaccurate or erroneous data, and the actions Company takes based upon such inaccurate or erroneous data, within one business day of the date on which such data was input into the System by Customer. Customer agrees that LENDER will have no liability whatsoever arising out of or related to inaccurate or erroneous data, which is not disputed within the time period set forth above.

5.5 Customer's Obligation to Submit Loans through the System

Customer acknowledges and agrees that Customer must submit all mortgage loans to LENDER through the System to the extent the System supports the applicable loan program and/or product. The loan programs and/or products supported by the System may be expanded or reduced from time to time and LENDER will notify Customer of the new loan programs and/or products supported by the System as they change. All rate locks shall have no force or effect until received and confirmed by LENDER's Rate Lock Desk via telephone or facsimile in accordance with the applicable terms set forth in this Contract and the *Guide*. Customer acknowledges that all rate locks are subject to changes if, upon review of the Data (as defined below), LENDER determines, in its sole and absolute discretion, that the Data is incomplete or is not supported by the loan documents, or any other documents that LENDER receives from Customer or otherwise obtains in connection with the Data verification process.

SIGNING INSTRUCTIONS:

Corporation: Both broker of record and duly authorized corporate officer need to sign.
Partnership: Both broker of record and all partners need to sign.
Sole Proprietorship: Both broker of record and sole owner need to sign.

IN WITNESS WHEREOF, each of the undersigned Parties has caused this Agreement to be executed by a duly authorized representative, all as of the date first above written.

"BROKER"

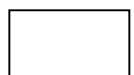
Signature: _____
Name: _____
Title: _____

"HIGHTECHLENDING, INC."

Signature: _____
Name: _____
Title: _____

"OFFICER/PARTNER (S)/SOLE PROPRIETOR"

Signature: _____
Name: _____
Title: _____





Mortgage Broker Compensation Addendum

This Addendum supplements, amends, modifies and becomes part of the Mortgage Broker Agreement ("Agreement"), dated _____ by and between HighTechLending, Inc., a California Corporation ("HTL") and _____ ("Broker"), collectively the "Parties", and supersedes all previous compensation Addendums.

HTL complies with applicable laws and regulation including, but not limited to, the mortgage loan originator ("MLO") rules found in Regulation Z (12 CFR 226), implementing the Federal Truth-in-Lending Act (TILA). The broker certifies that it has written compensation plans for each of its MLO's and is in compliance with all laws and regulations.

REVERSE MORTGAGE BROKER COMPENSATION

HTL offers Reverse Mortgages that are both Closed-Ended Loans and Open-Ended Loans. The Closed-Ended Loans, HECM Fixed Rate loans, are governed by the Mortgage Loan Originator compensation rules found in Regulation Z (12 CFR 226), implementing the Federal Truth-in-Lending Act (TILA), while Open-Ended Loans, HECM Adjustable Rate loans, are not. HTL's Reverse Mortgage Wholesale Rate Sheet ("Rate Sheet") offers both Closed-Ended and Open-Ended Loans to the Broker. All Closed-Ended Loans will only be Lender Paid while the Open-Ended Loans can be both Lender and Borrower Paid.

Closed-Ended Loans: HECM Fixed Rate Loans (only offered as Lender Paid)

Reverse Mortgage Broker may choose from one of the following Closed-Ended Options:

____ (initial) Broker agrees to be paid full rate sheet pricing on all HECM Fixed Rate Loans. Broker will be offered one or more fixed rate options that will all have the same compensation to broker, regardless of the terms of the loan.

____ (initial) Broker agrees to reduce the amount offered to Broker on the rate sheet for HECM Fixed Rate Loans pricing by _____ % to provide a lender to credit to borrower by the same amount. When this selection is made, all Closed-Ended Loans will have the same credit to borrower. Broker may change this amount according to the Modifications paragraph below.

Open-Ended Loans: HECM Adjustable Rate Loans

Reverse Mortgage Broker will automatically be paid on Open-Ended loans according to:

HECM Adjustable Rate Loans are not governed by the Mortgage Loan Originator Compensation rules. Broker may choose to collect an origination fee from borrower as well as be paid by HTL. Broker compensation will be paid according to the terms and conditions HTL's Reverse Mortgage Wholesale Lender Rate Sheet based on the selection of the rate and margin. Broker may elect to offer a lender credit to borrower for any amount as long as the amount does not exceed the amount offered by lender to broker on the rate sheet.

Additional Provisions

This section describes allowable compensation that Broker may pay to his/her/its Loan Officers. The Broker is responsible for complying with all aspects of TILA, including but not limited to, compensation to his/her/its loan officers. If the Broker selects a Borrower-Paid Plan for a specific loan, the Broker must compensate the loan officer on either a salary or hourly basis. Bonuses paid to loan officers are allowed as long as they are not based on a specific loan. For example, bonuses are allowed to be paid on overall volume or quality. If the Broker selects a Lender-Paid Plan for a specific loan, the Broker may compensate the loan officer as a fixed percentage of the loan amount with or without a fixed minimum or maximum dollar amount, but cannot vary with different levels or tiers of loan amounts. The Broker may also split his/her/it's compensation with the loan officer as long as the amount is a fixed percentage or fixed dollar amount. The Broker may not pay the loan officer on the terms, conditions or interest rate of any loan. The Broker may not compensate a loan officer on factors that are considered proxies of loan terms such as the credit score or debt-to-income ratio. If the Broker has multiple branches, all loan officers of each branch must only be paid based on the compensation agreement in place for their branch, and may not submit loans through another branch on a different compensation agreement. If the Broker chooses to submit one loan to HTL under a Borrower-Paid Plan, and another loan to HTL under a Lender-Paid Plan, the Broker must still pay each loan officer in accordance with TILA as stated above. The Broker must have written compensation agreements in place with each of his/her/its loan officers. These compensation agreements may change periodically but cannot change by loan. Thus, if the loan officer receives a salary and the Broker changes a loan from one Plan to the other, the Broker must continue to pay the loan officer on a salary basis. Also, if the Broker's processor also originates any loan, then the Broker must comply with this regulation and pay the processor as per the above. There may be other forms of acceptable and unacceptable compensation. This paragraph is only intended to outline Broker responsibilities as they relate to compensation of loan officers. The Broker should refer to the TILA regulation(s) for further guidance and/or seek professional legal advice.

Modifications

Brokers cannot change plans on a per-loan basis. Established compensation via this Addendum will remain in effect for ninety (90) days under the Lender-Paid Plan. Brokers may choose to change the compensation indicated in the Addendum as often as every ninety (90) days by notifying HTL in writing. An amended Addendum will be prepared stating the new compensation amount and must be executed by both Broker and HTL. Changes will be effective within 24 hours of HTL receiving and approving the signed amended Addendum. Once the modification of the Addendum is made, the Broker is responsible for managing loans in his/her/its pipeline to ensure each loan complies with all Federal, State, County and Local regulations as well as HTL policies.

Term

This Agreement shall remain in effect indefinitely until terminated by mutual agreement or at the sole discretion of HTL. Upon termination, Broker's compensation will immediately cease and HTL will not be obligated to pay Broker any additional monies.

Effective Date

This Agreement is effective upon the later date of both Parties' acceptance and will be applied at the time the interest rate is set on each loan (date of lock or re-lock). If modifications are subsequently made to the Agreement and/or the Addendum, compensation will be paid in accordance with the Agreement and/or the Addendum in effect at the time the interest rate is set for each loan (date of lock or re-lock). Subsequent modifications will not be applied to loans already locked or re-locked.

Entire Agreement

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to Broker compensation, and governs any Schedules subsequently entered into between HTL and Broker, excepting the Wholesale Mortgage Broker Agreement and its Addendums, as well as any and all HTL policies which are incorporated herein by reference and remain in full force and effect. Both Parties agree that no representations, inducements, promises, or agreements (oral or otherwise) have been made by any Party or anyone acting on behalf of any Party, which are not embodied herein; and that no other agreement, statement, or promise not contained herein shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by both Parties.

Governing Law

This Agreement shall be governed by, construed and enforced under the laws of the State of California, County of Orange, without conflict of any law. If any provision of this Agreement is found to be invalid, such invalidity shall not affect any other provision hereof.

Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and both of which, taken together, shall constitute one and the same instrument.

Electronic Record

My transmission of this Agreement as an electronic record containing my electronic signature, as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this Agreement containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this Agreement were delivered containing my original written signature.

Indemnification

Broker indemnifies and holds HTL harmless from Broker's violation of TILA and accordingly agrees to cover any losses incurred by HTL, which includes, but is not limited to, losses incurred through borrower's rescission of any loan.

Compliance Certification

Broker agrees to comply with the applicable TILA regulation as it relates to compensation. Broker certifies to HTL that Broker has read and understands the regulation mentioned above, and is in compliance with all requirements of the regulation and has established written compensation agreements with each of his/her/its originators including loan officers, producing managers and/or applicable loan processors, and will compensate these originators in accordance with the regulation. Broker further certifies that every loan under the Lender-Paid Plan contains a Safe Harbor document in compliance with the Anti-Steering provision, and that he/she/it maintains a signed document on each loan by all borrowers indicating the loan with the (1) lowest posted interest rate; and (2) lowest posted interest rate for any loan with risky features such as pre-payment penalties or balloons; and (3) interest rate with the lowest cost.

Subject to the modifications set forth herein, all other terms, conditions, and provisions of the Agreement are affirmed, incorporated herein by reference and shall remain in full force and effect. All terms not otherwise defined herein shall have the meaning specified in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date written below.

“BROKER”

“HIGHTECHLENDING, INC.”

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Addendum to Broker Agreement **LOAN FRAUD DECLARATION**

All approved mortgage brokers must be aware that the licensed Real Estate Broker of record bears responsibility for all actions of his or her employees or licensees. The broker is responsible for the content and quality of each application and each loan request submitted to HighTechLending, Inc. (hereinafter referred to as "HTL"). The submission of a loan application containing false information is a crime.

TYPES OF LOAN MISREPRESENTATION & FRAUD

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

The effect of "Loan Fraud" is costly to all parties involved. HTL stands behind the quality of its loan production. Fraudulent loans damage our reputation with our investors and mortgage insurance providers. The price paid by those who participate in "Loan Fraud" is even more costly.

In the event material misrepresentation and fraudulent documentation/information is found in connection with a loan submission(s) from the mortgage broker, the following consequences may result from such identified activity for the mortgage broker and borrower:

CONSEQUENCES TO MORTGAGE BROKER

1. Immediate termination of broker approval with HTL.
2. Criminal prosecution.
3. Loss or suspension of Real Estate Brokers and/or NMLS License.
4. Loss of lender communication and access to Lenders, mortgage insurance companies including submission of information to investors (FHLMC/FNMA), police agencies, and the Department of Real Estate.
5. Civil action by HTL.
6. Civil action by applicant/borrower or other parties to the transaction.
7. Loss of government (HUD/FHA and VA) loan origination approval and inclusion on the HUD Limited Denial of Participation (LDP) roster.

CONSEQUENCES TO BORROWER

1. Acceleration of debt (FHLMC/FNMA/FHA/VA Deed of Trust or Mortgage), which under Uniform Covenants it states: *"Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence"*.
2. Criminal prosecution.
3. Civil action by HTL.
4. Civil action by other parties to the transaction, such as seller or Real Estate Agent/Broker.
5. Employment Termination.
6. Loss of Professional license, if any.
7. Adverse effect on credit history.

I/WE HAVE CAREFULLY READ THE FOREGOING DECLARATION AND FULLY UNDERSTAND HTL CAPITAL CORPORATION'S POSITION ON "LOAN FRAUD" AND THE POTENTIAL CONSEQUENCES THEREOF.

Broker of Record – Print Name

Signature: _____

Date: _____

Managing Officer or Owner – Print Name

Signature: _____

Date: _____



Addendum to Broker Agreement
Anti-Money Laundering and Suspicious Activity Report

By executing this Addendum, Broker represents he/she/it has already implemented a program consistent with the new federal rules concerning Anti-Money Laundering ("AML") programs and Suspicious Activity Report ("SAR") filing requirements for Residential Mortgage Lenders and Originators ("RMLO") codified in 31 CFR Parts 1010 and 1029 ("Final Rule"). In all respects, this Addendum incorporates by reference and supplements but does not change the Broker Agreement between HighTechLending, Inc. ("HTL") and Broker.

According to the Final Rule, Broker must: 1) develop and implement by August 13, 2012 an AML program and 2) file a SAR to report any fraudulent attempts to obtain a mortgage or launder money by use of proceeds of other crimes to purchase residential real estate.

AML Program

Under the Final Rule, Broker's AML program must be in writing, be reviewed and updated annually and must assess the risk assessment across all of the Broker's products, services, customers and geographic locations. Further, all AML programs must have, at a minimum:

1. Internal policies, procedures and controls;
2. a designated compliance officer;
3. an employee training program; and
4. an independent audit function.

SAR

According to the Final Rule, Broker must file a SAR within thirty (30) days of becoming aware of a transaction that:

1. involves funds derived from illegal activity or are conducted to hide funds or assets derived from illegal activity;
2. is designed to evade Bank Secrecy Act requirements;
3. has no business or apparent lawful purpose; or
4. involves the use of the company to facilitate criminal activity

HTL reserves the right, consistent with the Final Rule, to amend, alter, change, renegotiate and/or review the terms set forth above as permitted by law.

By signing this Addendum, Broker agrees and attests to his/her/its compliance with the terms as set forth in the Final Rule.

IN THIS RESPECT, BROKER HEREBY INDEMNIFIES AND HOLDS HTL HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, LIABILITIES, DAMAGES, PENALTIES, FINES, AND OTHER LIABILITIES AND OBLIGATIONS INCURRED BY OR ASSERTED AGAINST HTL ARISING OUT OF OR RELATED IN ANY MANNER TO BROKER'S BREACH OF THIS ADDENDUM.

Broker: _____ Date: _____

By: _____
Title

Broker agrees that this Addendum is signed in its name by a corporate officer, the broker of record for Broker, the owner of Broker, a general partner of Broker, or an agent designated specifically by Broker to execute this Addendum.

This Addendum is part of the Broker Agreement between HTL and Broker.



Addendum to Broker Agreement
Lender Sponsored FHA Approval

Since HUD’s elimination of FHA’s approval of loan correspondents, FHA Approved Direct Endorsement lenders must assume full responsibility to ensure a sponsored loan correspondent adheres to FHA’s loan origination and processing requirements and standards. Brokers who are not approved by FHA will need to abide to the terms of this addendum (“Addendum”) between HighTechLending, Inc. (“HTL”) and the company identified below on the signature line (“Broker”).

Additional Broker Representations and Warranties:

- a. Neither Broker nor any of its employees is or has been placed on the Limited Denial of Participation (“LDP”) List. Should broker become aware that either it, or one of its employees will be on LDP list, Broker agrees to cease all FHA origination with HTL and notify HTL within five (5) business days from the date it becomes aware that it or one of its employees is included on the LDP list.
- b. Broker has not received any negative reporting on CAIVRS. Broker agrees to notify HTL within five (5) business days from the date it becomes aware that said reporting has occurred or will occur in the future.
- c. Broker has not and is not in the process of being indicted, pleading guilty or otherwise admitting to any direct or indirect participation in any malfeasance involving or associated with the real estate or mortgage related industries.
- d. Broker agrees to be informed and remain in compliance with all mortgage loan-related laws, regulations, guidelines or standards including, but not limited to all HUD Mortgagee Letters, FHA guidelines and the SAFE Mortgage Licensing Act.
- e. Broker is currently not and has not been subject to any unresolved findings as a result of any regulatory investigation including, but not limited to investigations conducted by HUD.
- f. Broker agrees to adhere to all policies and procedures established by HTL, including but not limited to HTL’s policy regarding maximum allowable points and fees. All HTL’s policies and procedures are subject to change at HTL’s sole and absolute discretion.
- g. This ADDENDUM is in addition to and does not change the terms of the Broker Agreement, except as required to integrate the provisions of this Addendum.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date written below.

“BROKER”

“HIGHTECHLENDING, INC.”

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

CORPORATE RESOLUTION**

WHEREAS, there has been submitted to this board copies of a certain Mortgage Broker Agreement and all attachments thereto ("The Agreement") proposed to be entered into by and between _____ ("Broker") and HighTechLending, Inc. a California Corporation, (hereinafter "HTL"), wherein the Broker agrees to broker loans to HTL, from time to time.

WHEREAS, Pursuant to the terms of the Agreement, the Broker will from time to time, execute Assignments of Mortgages or Deeds of Trust, Notices of Transfer, Contracts and/or Agreements or equivalent instruments, sufficient under the laws of jurisdiction wherein subject Mortgage Properties are located in favor of HTL ("Documents") to effectuate funding by HTL of such mortgage loans,

NOW, THEREFORE, BE IT RESOLVED, that The Agreement is hereby authorized and approved, each transaction accepted or to be accepted pursuant to The Agreement is hereby authorized and approved, and any officer of the Broker or anyone designated by such officer as designee is hereby authorized to execute and deliver in the name of and behalf of the Broker.

FUTHER RESOLVED that the officers of the Broker and other such individuals as may be designated from time to time, may execute Documents to HTL for the purchase of Mortgage loans. In witness whereof, the undersigned the secretary of the Broker hereby certifies that the above resolutions were duly adopted at a meeting of the Board of Directors of Broker duly held on the _____ day of _____, 20__ at which a quorum of such Board of Directors was present and acting throughout, and said resolution has not been modified and is still in force and effect.

Date: _____

Authorized Signature

Corporate Seal

Printed Name of Above Signature

Printed Title of Above Signature

Attestation: _____
Secretary (Printed Name)

Secretary (Signature)

****This resolution must be dated prior to the execution of the Application**

LOAN ORIGINATION SERVICE
SUBORDINATED USE AGREEMENT

This Loan Origination Service Subordinated Use Agreement (this “**Subordinated Use Agreement**”) is entered on _____, 20_____, by and between **HighTechLending, Inc.**, a California corporation (“**Financial Institution**”), and _____, a _____, (“**Customer**”), and sets forth the terms under which Financial Institution offers access to and use of ReverseVision’s Loan Origination Service (the “**ASP Service**”) to Customer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties hereto agree as follows:

1. Definitions. As used in this Subordinated User Agreement the following terms shall have the definitions set forth in this Section:

(a) “**ASP Service**” means: (i) the Loan Origination Software, including specifically but without limitation the Program Client, as modified or updated from time to time; and (ii) ReverseVision suite of online services related to and which function with the Loan Origination Software, as modified or updated from time to time, and which are accessed either via ReverseVision’s designated point of presence on the Internet (provided the ASP Service excludes Financial Institution’s local area networks (LANs) and Financial Institution’s Internet connectivity) or through use of the Program Client; and (iii) the computers, networking equipment, proprietary or other software that resides on ReverseVision’s Internet servers, including without limitation all network software and services of ReverseVision appropriate to accomplish the functions as described herein.

(b) “**Intellectual Property Rights**” means any and all patents, patent rights, trademarks, service marks, trade names, trade dresses, copyrights, works of authorship and trade secrets, and all registrations and applications of all of the foregoing, and any and all other intellectual property rights.

(c) “**Loan Origination Software**” means the tools developed by ReverseVision to analyze, organize, compile and format certain financial data, to undertake certain calculations with respect to such data, and to manage collaboration and work flow. The term also includes the Program Client, the reports that may be generated using the Loan Origination Software (including the Program Client), and all bug fixes, patches, improvements, enhancements, updates and other modifications of the Loan Origination Software (including the Program Client).

(d) “**Program Client**” means the portion of the Loan Origination Software which consists of software code that is resident on a User’s computer.

(e) “**User**” shall mean W-2 employees of Customer who is assigned a User ID by the Financial Institution at the request of Customer or by Customer under rights granted to it by Financial Institution.

Loan Origination Service Subordinated Use Agreement

(f) “*Closer*” shall mean any W-2 employee of Financial Institution who is assigned as a “closer” within the user permissions in the ASP Service. The closer draws closing documents and closes the loan.

2. Rights to Use.

(a) Provided that Customer has accepted the terms of this Subordinated Use Agreement (as it may be amended from time to time) and accepted all other documents required by Financial Institution to undertake loan origination with Financial Institution, Financial Institution grants to Customer and Customer accepts, a nonexclusive, nontransferable right for its Users within the fifty (50) United States of America and Puerto Rico and US Virgin Islands, to access and use the ASP Service to: (i) enter data into the Loan Origination Software; (ii) request that the Loan Origination Software generate reports; (iii) download and store the generated reports, provided that storage of any report shall not be for longer than one year; and (iv) provide the reports so-generated to third parties as permitted in accordance with Section 3(d). Subject to the terms of this Subordinated Use Agreement, the ASP Service may be accessed from any computer and used only in strict compliance with the terms set forth below.

Financial Institution further grants to Customer and Customer accepts, a nonexclusive, nontransferable right to access and use the ASP Service within the fifty (50) United States of America and Puerto Rico and US Virgin Islands to: (v) create User IDs for Users and the linked passwords for such IDs and access rights provided that no user is allowed to be a Closer; (vi) deauthorize, deactivate or change any User previously authorized to access the ASP Service; and (vii) input, modify and delete other necessary information to allow Users to use the ASP Service as set forth herein. Customer is solely responsible for setting, ensuring the accuracy of, monitoring, maintaining and changing as needed all such User IDs and passwords.

(b) From time to time additional, modified, different or replacement code, software or documentation may be provided as part of the Loan Origination Software. Customer agrees for itself and its Users that it and they are bound by the terms of this Subordinated Use Agreement as to any and all such additional, modified or different software, including without limitation as applied to the Program Client, the look and feel of the Loan Origination Software and all Intellectual Property rights appurtenant thereto.

(c) Access to and use of the ASP Service by Customer’s Users will require use of a user ID and password, which shall be provided to it by Financial Institution. Financial Institution may also grant administrative right to one or multiple of Customer's Users who then can provide user ID and password to other Customer's Users in accordance with the terms herein. Customer is responsible for safeguarding the User IDs and passwords, and shall keep them secure from unauthorized use. Upon termination of the employment of any User who has been provided with a User ID and password or any other termination by Customer of the User’s right to use the ASP Service, Customer shall ensure deletion of the Program Client from such User’s computer(s), promptly notify Financial Institution to delete the user ID and password for such User, and otherwise prevent that person from having access to the ASP Service. Customer shall notify Financial Institution promptly of any possible or actual unauthorized use of the ASP Service.

Loan Origination Service Subordinated Use Agreement

Customer shall be responsible for safeguarding the User IDs and passwords provided to it by Financial Institution from any misuse or abuse.

(d) Each User is permitted to download and install the Program Client on no more than three (3) computers owned and controlled by the Customer or the User, provided that such installation shall be solely for the purpose of displaying and using the Program Client in connection with use of the ASP Service under the terms of this Subordinated Use Agreement. Financial Institution and the owner of the ASP Service shall have the right to monitor the Program Client installed on any computer and to require its deletion at any time. The Program Client may be moved from one computer to another provided that it is deleted from the first computer before installation on the latter if the subsequent installation would result in more than three (3) permitted installations. Notwithstanding the foregoing, no User may use the Program Client on more than one computer at a time.

(e) Customer and each of its Users shall use the Loan Origination Software, including without limitation the Program Client, in the form it is provided by Financial Institution and shall not modify, alter, enhance it in any way.

(f) Customer and Customer's Users shall maintain all copies of the Program Client with the same level of security and confidentiality as Customer uses to maintain its own proprietary software, and shall include any proprietary notices or labels present on or in the original on or in any downloaded copies. Notwithstanding the foregoing, Customer shall maintain all copies of the Program Client at the level of security that is not less than that which it is required to maintain any other software provided to it by Financial Institution.

3. Restricted Activities.

(a) Customer shall not permit any person to access or use the ASP Service unless such access and use is in accordance with the terms of this Subordinated Use Agreement.

(b) Neither Customer nor any User shall interfere with or attempt to interfere with the proper workings of the ASP Service or any activities conducted on or using the ASP Service. Customer shall use all commercially reasonable efforts to prevent and shall not knowingly or intentionally allow transmission into the ASP Service of any harmful code which shall include but not be limited to any virus, worm, Trojan horse, spoof, time bomb, trap door or other code that may halt, modify or otherwise interfere with the operation or use of the ASP Service, or which may be further transmitted to other users of the ASP Service.

(c) Customer and its Users may use the ASP Service only with respect to reverse mortgages for which Financial Institution shall be the ultimate source of the loan funds (directly or indirectly) for the borrower if a reverse mortgage is taken. Customer may not use the ASP Service to draw closing docs or close the loan. Drawing closing documents and closing the loan will have to be performed by Financial Institution for all reverse mortgages that close and have previously been entered into the ASP Service. Neither Customer nor its Users may use the ASP Service for any other purpose, including without limitation to provide commercial service bureau functions or other data management services to third parties. Without limiting the foregoing, in

Loan Origination Service Subordinated Use Agreement

the event any User works with reverse mortgages with any other entity in addition to Financial Institution, such User shall not use the ASP Service with respect to such other entity and Customer shall advise all Users of this restriction.

(d) Neither Customer nor any User shall sell, lend, license, redistribute, retransmit, disseminate or otherwise transfer any data or report obtained from the ASP Service to any third party, whether in the original or any modified or packaged form or media, including without limitation any reports or the data thereon generated using the ASP Service, or use data or reports for other than its own internal purposes or otherwise in a manner inconsistent with this Subordinated Use Agreement. For the avoidance of confusion, dissemination of reports to the following persons shall be deemed as being for the internal purposes of Customer: (i) persons who are contemplating taking a loan (directly or indirectly) from Financial Institution; and (ii) entities with which Financial Institution needs to deal in order to close the reverse mortgage transaction or to sell the reverse mortgage after closing. Under no circumstances may the reports be provided to another financial institution to use in closing a loan.

(e) Neither Customer nor any User shall: (i) modify or alter the Loan Origination Software in any way or create any derivative work thereof; (ii) remove, alter, or obscure any proprietary notices (including restricted rights, trademark and copyright notices) in the Loan Origination Software; (iii) publish, display or publicly perform the Loan Origination Software; (iv) use the Loan Origination Software, including the ASP versions thereof, for any purpose other than as expressly authorized under this Subordinated Use Agreement; (v) copy or otherwise reproduce the Loan Origination Software, or any portion thereof, including without limitation the Program Client; (vi) copy, modify or translate any of the screens; (vii) sublicense, license, rent, sell, loan, assign, transfer give or otherwise distribute or dispose of all or any part of the Loan Origination Software or encumber it in any way; or (viii) reverse engineer, reverse compile, decompile, disassemble or otherwise attempt to derive the source code for the Loan Origination Software or for any other reason or purpose.

(f) Customer is solely responsible for the knowledge of and adherence to any and all laws, statutes and regulations pertaining to access to and use of the ASP Service by itself and any of its Users, the communication means by which Users connect via computers and other equipment to access the ASP Service, and the transactions executed using the ASP Service. Without limiting the foregoing, Customer shall not permit use of the ASP Service for any purpose or to assist in the undertaking of any mortgage transaction which is prohibited under the applicable laws of any government or the orders of any court.

(g) Customer shall not permit any person to Access or use the ASP Service unless such use is in accordance with the terms of this Subordinated Use Agreement. Financial Institution represents and warrants that all Users shall be required to make themselves knowledgeable about the ASP Service, such that they are aware of the difficulties, limitations and risks related to such use, and familiar with the laws, rules, regulations and market practices applicable to such use as well as with the restrictions of this Subordinated Use Agreement.

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(h) Customer shall promptly report to Financial Institution any failures of the ASP Service to properly implement the underlying formulae or other problems incurred with the ASP Service which Customer believes creates an error in function or output.

(i) Neither Customer nor any of its Users may export any part of the Loan Origination Software, including without limitation the Program client, from the United States. Further, no Customer shall ensure that no User shall access or otherwise use the ASP Service outside the fifty (50) United States or Puerto Rico or US Virgin Islands for any reason or cause.

(j) Any rights not specifically and explicitly granted to Customer are reserved to the owner of the Loan Origination Software and the ASP Service.

4. Responsibility for Use of Data and Reverse Mortgages.

(a) The data, calculations, text services and reports generated through the ASP Service are believed to be reliable, but Customer is ultimately and solely responsible for its and its Users use of the information or reports provided by the ASP Service. Because software is inherently complex, because certain data or information is obtained from third parties and because it is possible for there to be an error or bug in the Loan Origination Software, Customer and its Users must check and validate the output to ensure that it is accurate, up-to-date and in the format required by law or regulation. Customer and its Users agree that they bear the risk of failure or inaccuracy in the performance of the ASP Service. Customer acknowledges that its Users' use of the ASP Service to evaluate, to originate and to process, or to otherwise undertake reverse mortgage-related opportunities will be based on data and economic assumptions supplied by Customer, which assumptions may prove to be inaccurate.

(b) All mortgages granted or brokered by or through Customer are undertaken by, through or at the direction of Customer, and are solely between Financial Institution, Customer and its borrower. The owner of the Loan Origination Software and the ASP Service does not solicit potential mortgagees, give investment advice, advocate the purchase or sale of any mortgage or similar financial product, or control the offers provided by Financial Institution or Customers to any potential borrower, nor does it act as an agent for Financial Institution, Customer, potential borrowers or any other user of the ASP Service. Thus Customer acknowledges on behalf of itself and its Users that the owner of the Loan Origination Software and the ASP Service is not: (i) a party to any mortgage transaction undertaken by Customer that is in any way related to information or reports obtained using the ASP Service or (ii) engaged in the business of dealing in or funding mortgages; by providing the ASP Service through Financial Institution it does not become a party to any mortgage transaction undertaken between Financial Institution, Customer and/or any third party. The owner of the Loan Origination Software and the ASP Service has no control over or responsibility for the completion of any mortgage, and cannot and does not ensure completion of any mortgage transaction. Neither the relationship of the owner of the Loan Origination Software and the ASP Service to Financial Institution pursuant to the terms of its Service Agreement with Financial Institution nor the provision of the ASP Service to Customer at the request of Financial Institution shall give rise to any fiduciary or equitable duty or obligation on the part of the owner of the Loan Origination Software and the ASP Service, including but without limitation any trust relationship.

5. Ownership and Proprietary Rights.

(a) Customer and its Users acknowledge that the ASP Service is a proprietary product in which none of them hold any interest apart from the limited use rights granted to or through Customer by this Subordinated Use Agreement. Without limiting the foregoing, the copyright in all materials provided to Customer and its Users in connection with its use of the ASP Service, including without limitation the Loan Origination Software and its Program Client, the structure of the ASP Service as a whole and its internal database structure, logic, screens, interfaces and interface designs, applications and all other components thereof, all documentation, as well as the look and feel of its presentation (i.e., coordination, arrangement and presentation of the content) and the format of all reports, are and shall remain the sole and exclusive property of the owner of the Loan Origination Software and the ASP Service. Customer further acknowledges that the Loan Origination Software, including the code, logic and structure, and whether in object code, source code, or display format, and regardless of media on which they may be embedded, contain valuable trade secret rights that belong to the owner of the Loan Origination Software and the ASP Service. Customer and its Users acknowledge that the owner of the Loan Origination Software and the ASP retains all right, title and interest in and to all Intellectual Property Rights. Customer and its Users shall take all reasonable measures necessary to protect and preserve all of the Intellectual Property Rights of the owner of the Loan Origination Software and the ASP Service, and to prevent any unauthorized person from having access to or use of the ASP Service. By entering into this Subordinated Use Agreement, Customer does not become the owner of the Loan Origination Software or Intellectual Property Rights appurtenant thereto.

(b) Without limiting the foregoing, Customer acknowledges that the Loan Origination Software, including without limitation the Program Client, and any copies thereof, regardless of the form or media, is the sole and exclusive property of the owner of the Loan Origination Software and the ASP Service.

(c) To the extent that Financial Institution or Customer believes that any person who has been issued a User ID by Financial Institution at the request of Customer or by Customer (regardless of whether such person currently has a valid user ID then in effect) or who is employed by or under the control of Customer is infringing on the Intellectual Property Rights of the owner of the Loan Origination Software and the ASP Service, Customer shall assist the owner of the Loan Origination Software and the ASP Service in all ways reasonably requested by it to halt the infringement and if deemed appropriate by the owner of the Loan Origination Software and the ASP Service to attempt to recover damages from the infringer.

(d) Neither Customer nor any of its Users shall make any copy of the Loan Origination Software, including the Program Client, except for such copies as are made with respect to backup of Customer's entire system. Neither Customer nor any User shall thereafter access any such backup copies except during the term of the Subordinated Use Agreement, and then only as is required to restore the Program Client on the server or restore lost content. Under no circumstances shall Customer or any User access such backup after expiration of termination of this Subordinated Use Agreement.

Loan Origination Service Subordinated Use Agreement

(e) Neither Customer nor any of its Users shall remove any notices or disclaimers of copyright, trademark, patent or other rights from the ASP Service or any reports created by it.

(f) Customer agrees the owner of the ASP Service shall have the right to collect, use and analyze raw data submitted by Customer or its Users into the ASP Service for the purposes of technical support, maintenance, product improvement or such other uses as the owner of the ASP Service deems reasonable, provided that in no event shall it publish or otherwise allow access to the data by third parties unless the data is provided in a manner where Customer or any of its Users cannot be individually identified.

6. Regulatory Compliance. Customer hereby covenants and agrees for the benefit of Financial Institution and the owner of the ASP Service that Customer and its Users shall comply with the Graham-Leach-Bliley Act, as well as all other applicable statutes and regulations, with respect to all customer and consumer information and other data provided to or received through the ASP Service. Neither Customer nor any of its Users shall take any action in connection with its or its Users' use of the ASP Service which could be reasonably expected to subject the owner of the ASP Service to any regulatory, reporting, record-keeping, notice or filing requirements under the laws of the United States, any of the states of the United States.

7. Continuity of Service. There is no guarantee that the ASP Service will be available at any given time or for any fixed percentage of time.

8. No Warranty; Disclaimer. THE ASP SERVICE, INCLUDING WITHOUT LIMITATION THE LOAN ORIGINATION SOFTWARE, IS PROVIDED TO CUSTOMER AND ITS USERS FOR USE "AS IS" AND WITHOUT ANY WARRANTY, GUARANTY, CONDITION, COVENANT OR REPRESENTATION, EXPRESS, IMPLIED OR STATUTORY. ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TIMELINESS, CURRENCY, ACCURACY OR OTHER ATTRIBUTES, OR FROM A COURSE OF DEALING OR USAGE OF TRADE ARE SPECIFICALLY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, NEITHER FINANCIAL INSTITUTION NOR THE OWNER OF THE LOAN ORIGINATION SOFTWARE AND THE ASP SERVICE MAKE ANY WARRANTY, GUARANTEE OR REPRESENTATION REGARDING THE USE OR RESULTS OF USE OF THE ASP SERVICE OR ANY OF ITS FEATURES, IN TERMS OF CAPABILITY, ACCURACY, SECURITY OR OTHERWISE AND SPECIFICALLY DOES NOT REPRESENT THAT THE ASP SERVICE WILL MEET CUSTOMER'S OR ITS USERS' REQUIREMENTS OR BUSINESS OBJECTIVES OR THAT THE OPERATION OF THE ASP SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR THE SELECTION OF THE ASP SERVICE TO ACHIEVE ITS INTENDED RESULTS, AND FOR USE OF RESULTS OBTAINED FROM THE ASP SERVICE.

9. Limit of Liability.

(a) Customer and its Users are solely responsible for their own assessment of the fitness, creditworthiness and conduct of any potential mortgage customer, and all credit and market risks

Loan Origination Service Subordinated Use Agreement

of any mortgage or similar transaction are borne entirely by Customer. Neither Financial Institution nor the owner of the ASP Service shall have any liability, obligation or responsibility for any failure, delay in performance, default or breach by any customer of Customer or its Users or for any actions taken or not taken by other third parties such as insurers or regulators with respect to Customer or its Users.

(b) Neither Financial Institution nor the owner of the Loan Origination Software and the ASP Service shall have liability of any type, nature or amount related to Customer's or its Users' access to or use of the ASP Service, including without limitation the Loan Origination Software.

(c) Security for access to data stored in the Program Client, on the computer on which the Program Client is hosted and access to data stored at the hosting site is managed by Microsoft Windows security (or its successors). Customer and its Users are solely responsible for correctly implementing the security process. Neither Financial Institution nor the owner of the ASP Service shall have any responsibility for the implementation of security and neither shall have any liability to Customer or its Users with respect to any problems in the security of this data.

(d) Without limiting the foregoing, neither Financial Institution or the owner of the Loan Origination Software and ASP Service shall have any liability related to: (i) any problem, error or malfunction resulting from data entry or other errors on the part of Customer or any User; (ii) any failure of Customer or any User to use the ASP Service in accordance with its documentation; (iii) any failure of Customer or any User to check and validate the output to ensure that it is correct, up-to-date and in the format required by law or regulation; (iv) any alternation, modification or enhancement of the ASP Service by any person other than the owner of the ASP Service (or as directed by the owner); (v) the performance or failure of any third party software, telecommunications service, Internet connection, Internet service provider or any other third-party provider related to Customer's or its Users' Access to or use of the ASP Service; (vi) any hardware or peripherals; (vii) any technical problems incurred with respect to use of the ASP Service; or (ix) errors in information provided by third parties either directly linked to or included in information provided by or used in the ASP Service, including without limitation any errors resulting from the transmission of such third party data to or from the ASP Service and any error in interpretation, reading or copying of such data by the ASP Service.

(e) ALSO WITHOUT LIMITING THE FOREGOING, NEITHER FINANCIAL INSTITUTION NOR THE OWNER OF THE LOAN ORIGINATION SOFTWARE AND ASP SERVICE SHALL BE LIABLE TO CUSTOMER FOR LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF DATA, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE OF SOFTWARE, LOSS OR CORRUPTION OF DATA, COST OF RECREATING DATA OR OF SUBSTITUTE SOFTWARE, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE ASP SERVICES OR THIS SUBORDIANTED USE AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) EVEN IF EITHER OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Loan Origination Service Subordinated Use Agreement

(f) Customer understands that in the event an infringement claim is made with respect to the ASP Service that it may be terminated and should this occur neither Customer nor any of its Users shall have no claim of any type or nature against Financial Institution or the owner of the Loan Origination Software or the ASP Service.

(g) In no event shall the owner of the Loan Origination Software or the ASP Service or any of its officers, directors, employees, contractors, agents or representatives have any liability to Customer or its Users, including without limitation for any direct, consequential, incidental, special or punitive damages arising from breach of contract, breach of warranty, negligence or any other legal theory, whether in tort or contract, equity or law.

(h) Without limiting any of the foregoing, Customer hereby extends to the owner of the Loan Origination Software or the ASP Service any and all limitations of warranty and/or liability it extends to Financial Institution under Customer's agreements with Financial Institution to the extent that such agreements relate in any way to Customer's use of the ASP Service.

(i) In the event Customer or any of its Users has a dispute with Financial Institution or among or between themselves, Customer and each of its Users releases the owner of the Loan Origination Software or the ASP Service from and against all claims, demands and damages (actual and consequential) of every nature and kind, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute. This release is intended to waive any rights under statutes which provide that a general release does not extend to claims which the creditor does not know or suspect exist in its favor at the time of executing the release, which if known by the creditor may have materially affected settlement with the debtor.

10. Indemnity.

(a) Customer agrees to indemnify and hold Financial Institution and the owner of the Loan Origination Software or the ASP Service harmless from any costs, losses, liabilities, obligations, claims, suits or damages, including reasonable attorneys fees and expenses incurred in investigating, defending or appealing, directly or indirectly arising out of or related to: (i) any breach by Customer or any of its Users of or failure of Customer or any of its Users to carry out its obligations under this Subordinated Use Agreement; (ii) any action brought against Financial Institution or any User based on Customer's or any Users' Access to or use of the Service, (iii) Access and use by any person using a user ID assigned to Customer and its Users, whether by Financial Institution or Customer.

(b) Customer agrees to indemnify and hold the owner of the Loan Origination Software or the ASP Service harmless from any costs, losses, liabilities, obligations, claims, suits or damages, including reasonable attorneys fees and expenses incurred in investigating, defending or appealing, directly or indirectly arising out of or related to any dispute between any combination of Customer, Financial Institution and the Users in which the owner of the Loan Origination Software or the ASP Service is made a party, whether formally or informally, including any costs related in any way to discovery requests or testimony of its personnel.

Loan Origination Service Subordinated Use Agreement

11. Termination of Use. Customer, Financial Institution or the owner of the Loan Origination Software or the ASP Service, may each or any of them terminate Customer's and any or all of its Users Access to and right to use the ASP Service at any time, without any prior notice and with or without any specific cause. Termination by other than Customer may be effectuated by having the User IDs made ineffective or in any other appropriate manner, determined in the sole discretion of the party terminating Access. Upon termination of Customer, Customer shall promptly destroy all User IDs and passwords and remove the downloaded software related to the ASP Service from its computers. All limits of liability, indemnification, ownership, dispute resolution and other terms which would reasonably be expected to survive termination of this Agreement shall continue after its termination.

12. Communications. Customer shall notify Financial Institution of one user ID which is designated by Customer as the person to receive all communications about updates to the ASP Service, as well as any amendments to this Subordinated Use Agreement. The holder of that user ID shall be responsible for disseminating information received to the applicable persons within the Customer's organization.

13. Severability. In the event that any one or more provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision of this Subordinated Use Agreement. In such event the parties shall diligently cooperate to amend this Subordinated Use Agreement to substitute a new provision for any such provision held to be invalid, illegal or unenforceable, which new provision shall as closely as legally permissible reflect the terms and conditions of such invalid provision and the intent of the Parties with respect to the subject matter thereof, provided that if such provision cannot be adequately revised it shall be deemed struck.

14. Binding Agreement. This Subordinated Use Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns to the extent these terms relate to them.

15. Assignment. This Subordinated Use Agreement and any rights and obligations pursuant hereto shall not be assignable by Customer without the prior written consent of the Financial Institution, which consent may be withheld without any reason.

16. Third Party Beneficiaries. The owner of the Loan Origination Software and the ASP Service is a third party beneficiary of this Subordinated Use Agreement, and accordingly may enforce the terms hereof as if it were a party hereto, and to otherwise receive the benefits afforded to it hereunder.

17. Amendments. This Subordinated Use Agreement may be amended by Financial Institution providing Customer with a written amendment, which amendment shall specify the intent to amend and the section(s) to be amended. Any such amendment shall be effective on the date specified, which dates shall not be less than fifteen (15) days after its receipt. Accessing the ASP Service after the effective date of the amendment by any persons using a user ID assigned to Customer shall constitute acceptance of the amendment by Customer, just as if Customer had otherwise made a formal written acceptance.

Loan Origination Service Subordinated Use Agreement

18. Governing Law. This Subordinated User Agreement shall be governed by and construed in accordance with the laws of the State where Financial Institution's headquarters are located.

19. Entire Agreement. This Subordinated Use Agreement, together with any agreements specifically referenced herein, represent the complete agreement concerning access to and use of the ASP Service by Customer.

Financial Institution

Customer

By: _____ By:

Name: _____
(printed)

Name: _____
(printed)

Title:

Title:

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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).

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.

Purpose of Form

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

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.

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

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

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

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

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

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

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

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

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

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. 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 will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic 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, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the 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 tax classification in the space provided. If you are an LLC that is treated as a partnership for 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. 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 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 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.

Exempt Payee

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

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

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

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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.

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 2), 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, 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 domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 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* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

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

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

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

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ 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*
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. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
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 1.

*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. 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.