



**NDFC CAPITAL
CORPORATION**

Please Mail ORIGINAL Application to:

NDFC Capital Corp., d.b.a. Morgan Strause
Attention: Broker Eligibility Dept.
575 Anton Blvd, Suite 1100
Costa Mesa, CA 92626
(877) 772-7790

**Wholesale Broker Package
Instruction Sheet**

<http://www.morganstrousedirect.com>

Any Questions? Please email: brokerdesk@morganstrause.com

How did you hear about NDFC Capital Corp.?

- | | |
|---|---|
| <input type="checkbox"/> Trade Show | <input type="checkbox"/> Scotsman Guide |
| <input type="checkbox"/> National Mortgage News | <input type="checkbox"/> Origination News |
| <input type="checkbox"/> Other _____ | |

Application Requirements

- **Mortgage Broker Application and Agreement** - Page 5 "Release of Authorization" must be signed by an authorized person. All pages must be initialed. Corporate Resolution must be executed. No interlineation allowed. Any changes in the agreement will lead to the rejection of the application.
- **Copies of all applicable State licenses.**
- **Year-to-Date Balance Sheet, Profit (Loss) Statement and QC Policies/Procedures.**
- **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** - All loan officers currently affiliated with your company. Please provide the loan officers' licensing information as well.

Account Executive Information

Has a NDFC Capital Corp. Account Executive contacted you? Yes No

If Yes, please list his/her name _____

General Broker information

Legal Name of Company: _____

Broker of Record Name: _____ Percent Ownership: _____ Phone: _____

Doing Business As (DBA): _____

NOTE: List ALL DBA's that the company has filed.

Primary Business Street Address: _____
(Please list EXACTLY as written on your license)

City/State/Zip Code: _____

Phone: _____ Fax: _____

Email (Broker of Record ONLY): _____

Company Structure

Sole Proprietorship Partnership Limited Liability Company Corporation

Tax ID Number: _____

OR

Social Security Number (**Required if Sole Proprietor**): _____

Organized under the laws of (state): _____ Date established: _____

Is this Firm a subsidiary of another Entity? Yes No

If yes, who is the parent company? _____

Institution Type:

Federally Chartered State Chartered Credit Union Charter

Financial Institution Mortgage Banker

Mortgage Broker Other: _____

Company Structure

_____	_____	_____	_____	_____
<i>Name</i>	<i>Title</i>	<i>Percent Ownership</i>	<i>Phone</i>	<i>Email</i>
_____	_____	_____	_____	_____
<i>Name</i>	<i>Title</i>	<i>Percent Ownership</i>	<i>Phone</i>	<i>Email</i>
_____	_____	_____	_____	_____
<i>Name</i>	<i>Title</i>	<i>Percent Ownership</i>	<i>Phone</i>	<i>Email</i>
_____	_____	_____	_____	_____
<i>Name</i>	<i>Title</i>	<i>Percent Ownership</i>	<i>Phone</i>	<i>Email</i>

Branch Offices

List all Branch Offices that you allow to do business with NDFC Capital Corp. If necessary, attach sheet listing additional branches.

Branch Manager: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Authorized Personnel to Approve Branch for Set Up: _____

Signature

Branch Manager: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Authorized Personnel to Approve Branch for Set Up: _____

Signature

Branch Manager: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Authorized Personnel to Approve Branch for Set Up: _____

Signature

Branch Manager: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Authorized Personnel to Approve Branch for Set Up: _____

Signature

Other Information

- Does the Business have any outstanding indemnifications?
If "Yes", amount: \$ _____ Yes No
- Has the Business repurchased any loans or have any pending repurchases?
If "Yes", amount: \$ _____ Yes No
- Has the Business had any serious findings in any audit, examination, or investigation? Yes No
- Has the Business or its Principals or Licensee ever had its real estate/lending license revoked, suspended, or denied? Yes No
- Has the Business or its Principals filed bankruptcy or been involved with any entity that has filed bankruptcy within the last 5 years? Yes No
- Has the Business 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 Business ever been suspended, placed on limited participation or terminated by an investor, lender, or agency? Yes No
- Has the Business, its Principals, or Affiliate Entities ever applied to do business with NDFC Capital Corp.? 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 / 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 NDFC Capital Corp., 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 NDFC Capital Corp., 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 NDFC Capital Corp. 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 NDFC Capital Corp. in connection with this application, and any recipient of such information, including NDFC Capital Corp. 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.

Company Name: _____

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

Print Name of Signor: _____

NDFC CAPITAL CORPORATION

Agency Approvals (Applicable: Yes No)

Approved	Approval/Identification #	Date Approved	Currently Approved
Fannie Mae®			<input type="checkbox"/> Yes <input type="checkbox"/> No
Freddie Mac®			<input type="checkbox"/> Yes <input type="checkbox"/> No
FHA - Correspondent or Lender? C: L:			<input type="checkbox"/> Yes <input type="checkbox"/> No
VA - LAPP Approved? Y: N:			<input type="checkbox"/> Yes <input type="checkbox"/> No

Last Calendar Year	Product Mix	Source of Business
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#Loans: _____ \$Volume: _____ Year-to-Date-as of #Loans: _____ \$Volume: _____ 12-Month Production Estimate #Loans: _____ \$Volume: _____	<table style="width: 100%; border-collapse: collapse;"> <tr><td>Conforming</td><td style="text-align: right;">_____ %</td></tr> <tr><td>Alt-A</td><td style="text-align: right;">_____ %</td></tr> <tr><td>Government</td><td style="text-align: right;">_____ %</td></tr> <tr><td>HELOC</td><td style="text-align: right;">_____ %</td></tr> <tr><td>Alt-A Jumbo</td><td style="text-align: right;">_____ %</td></tr> <tr><td>Non-Conforming</td><td style="text-align: right;">_____ %</td></tr> <tr><td>Construction</td><td style="text-align: right;">_____ %</td></tr> <tr><td>Seconds</td><td style="text-align: right;">_____ %</td></tr> <tr><td>Jumbo A</td><td style="text-align: right;">_____ %</td></tr> <tr><td>TOTAL</td><td style="text-align: right;">100 %</td></tr> </table>	Conforming	_____ %	Alt-A	_____ %	Government	_____ %	HELOC	_____ %	Alt-A Jumbo	_____ %	Non-Conforming	_____ %	Construction	_____ %	Seconds	_____ %	Jumbo A	_____ %	TOTAL	100 %	<table style="width: 100%; border-collapse: collapse;"> <tr><td>Originations from</td><td></td></tr> <tr><td>3rd Parties</td><td style="text-align: right;">_____ %</td></tr> <tr><td>Retail</td><td></td></tr> <tr><td>Originations</td><td style="text-align: right;">_____ %</td></tr> <tr><td>TOTAL</td><td style="text-align: right;">_____ %</td></tr> <tr><td>Purchase</td><td style="text-align: right;">_____ %</td></tr> <tr><td>Refinance</td><td style="text-align: right;">_____ %</td></tr> <tr><td>TOTAL</td><td style="text-align: right;">_____ %</td></tr> </table>	Originations from		3rd Parties	_____ %	Retail		Originations	_____ %	TOTAL	_____ %	Purchase	_____ %	Refinance	_____ %	TOTAL	_____ %
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Purchase	_____ %																																					
Refinance	_____ %																																					
TOTAL	_____ %																																					

Investor / Lender and Mortgage Insurance Companies References:
 (List at least two investors/lenders/MI companies with whom you are currently doing business.)

Company	Contact Person	Telephone

Warehouse Line Information (Applicable: Yes No)

Warehouse Lender	Contact Person	Commitment Amt.	Telephone

BROKER AGREEMENT

This Broker Agreement (the "Agreement") made this _____ day of _____, 20____, by and between NDFC Capital Corp. ("NDFC "), d.b.a. Morgan Strause, a Delaware Corporation, with its principal place of business at 575 Anton Blvd, Suite 1100, Costa Mesa, CA, 92626, and

Legal Name of Company/Broker of Record Name

and DBA, if applicable

Recitals

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

Terms and Conditions

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 Loans

Section 1.1 Taking and Delivery of Mortgage Applications

(a) NDFC Capital Corp. hereby authorizes Broker to take mortgage applications based on NDFC Capital Corp. program and pricing information contained in NDFC Capital Corp. Underwriting Matrix ("the Matrix") and NDFC Capital Corp. Underwriting Guidelines ("the Guide") that are incorporated into this Agreement by this reference and are subject to change by NDFC Capital Corp. 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 NDFC Capital Corp. 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 NDFC Capital Corp.' 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:

- (i) Analyzing prospective Borrower's income and debt and pre-qualifying the prospective Borrower to determine the maximum Mortgage Loan that the prospective Borrower can afford.

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- (ii) Educating the prospective Borrower in the home buying and financing process, advising the Borrower about the different types of loan products available and demonstrating how closing costs and monthly payments would vary under each product.
- (iii) Collecting financial information (tax returns, bank statements, etc.) and other related documents that are part of the application process.
- (iv) Initiating and ordering VOEs (verifications of employment) and VODs (verifications of deposits).
- (v) Initiating and ordering requests for mortgage and other loan verifications.
- (vi) Initiating and ordering inspections or engineering reports.
- (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 NDFC Capital Corp., between application and closing, to apprise borrowers of the status of the application and to gather any additional information as needed.
- (x) Ordering legal documents (i.e. preliminary title reports and commitments).
- (xi) Opening escrows, as permitted by NDFC Capital Corp. (*May not use broker owned or affiliated escrow companies.*)
- (xii) Participating in the loan closing.

(c) Upon NDFC Capital Corp. receipt of a loan application from Broker with all supporting documentation and preliminary underwriting package, NDFC Capital Corp. shall underwrite the loan application and determine, in its sole and absolute discretion, whether the related Mortgage Loan is eligible for funding by NDFC Capital Corp. If NDFC Capital Corp. approves the loan application; NDFC Capital Corp. 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 NDFC Capital Corp.

Section 1.2 Broker Fees

For all transactions wherein NDFC Capital Corp. acts as mortgage banker, herein defined as providing direct funding via bank or warehouse line(s) of credit, in the NDFC Capital Corp. name, if and as permissible under applicable federal and state law, Broker shall be entitled to negotiate with and receive 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.

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Article II: Representations and Warranties of Broker

Broker represents and warrants to NDFC Capital Corp. (as of both the date hereof and the date that each Mortgage Loan is brokered to NDFC Capital Corp. 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 NDFC 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) NDFC Capital Corp. and Investor Requirements: Each Mortgage Loan conforms to the specifications set forth by NDFC Capital Corp. in its guidelines and the Matrix, as amended by NDFC Capital Corp. from time to time with or without notice. Broker does not know of any circumstances or conditions that could be reasonably expected to cause NDFC Capital Corp. 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 NDFC Capital Corp., 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 NDFC Capital Corp. upon NDFC Capital Corp. request evidence of compliance with all such requirements.

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

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Article IV: Miscellaneous

Section 4.1 Termination

This Agreement may be terminated at any time (a) by the mutual written consent of Broker and NDFC Capital Corp.; 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, NDFC Capital Corp. will be entitled to seek injunctive relief against Broker and a refund of any compensation or fees Broker received in connection with the Mortgage Loan, 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 NDFC Capital Corp. 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 NDFC Capital Corp. 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. Broker shall have no right to reimbursement of any such costs or expenses unless NDFC Capital Corp. otherwise agrees to such in writing. Broker shall be liable for all costs, expenses and fees incurred for, including but not limited to, appraisals, if requested by NDFC Capital Corp., and credit reports ordered on any loan applicants solicited by Broker if such costs, expenses or fees are not paid by the Loan applicant. Upon termination of this Agreement, any such unpaid costs, expenses or fees may be deducted by NDFC Capital Corp. from any earned but unpaid compensation otherwise due Broker under this Agreement. 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 NDFC Capital Corp. 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, premium paid to broker, 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.

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Section 4.6 Premium Recapture or Early Payoff

If loan-pays off during the first one-hundred and twenty (120) days after loan funds, Broker will reimburse NDFC Capital Corp. the entire amount of yield-spread-premium (a.k.a. “rebate”) paid to Broker by NDFC Capital Corp. upon the funding of said loan plus an administrative fee of five-hundred dollars (\$500.00). NDFC Capital Corp. can deduct such premium recaptures from proceeds concurrently due to broker. If Broker violates this section, NDFC Capital Corp. will be entitled to seek injunctive relief against Broker and a refund of any compensation or fees Broker received in connection with the Mortgage Loan, 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 NDFC Capital Corp. 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 NDFC Capital Corp. has made Mortgage Loans, including, without limitation, mass mailing based on commercially acquired mailing lists, newspaper, radio and television advertisements.

Section 4.7 Exceptions

Specific loan underwriting guidelines are set forth in the Guide. For loans that vary from standard guidelines, NDFC Capital Corp. 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 NDFC Capital Corp., prior written consent, all information relating to NDFC Capital Corp. 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 NDFC Capital Corp., 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.

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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 NDFC Capital Corp. to:

NDFC Capital Corp.
575 Anton Blvd, Suite 1100
Costa Mesa, California 92626
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 NDFC Capital Corp.

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 NDFC Capital Corp.

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 NDFC Capital Corp. 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.

*Please
Initial Here*

Article V: Use of Online System(s)

Section 5.1 Use of NDFC Capital Corp., Xplore™ System (a.k.a. “Pricing Engine”)

System and Software: Subject to the terms and conditions of this Contract, NDFC Capital Corp. (hereinafter referred to as “NDFC”) grants to Broker (hereinafter referred to as “Customer”) the non-exclusive, non-assignable right to use, during the term of this Contract (i) the electronic mortgage information and transaction system owned by NDFC and known as Xplore (the “System”) as well as any other on-line system that NDFC 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 NDFC 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 NDFC/B2B - Xplore™ Web Site (the “Web Site”), and will cause to be entered into the System only data regarding existing mortgage loans sold to NDFC, 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 NDFC 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 NDFC; (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 NDFC 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 NDFC 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 NDFC.

5.3 Procedures for Customer’s Use

Customer hereby agrees that the Web Site shall be used by Customer’s authorized employees only. NDFC 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. NDFC 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 NDFC to audit or review Customer’s controls and procedures relating to the access and security of the System.

Please
Initial Here

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 NDFC 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 NDFC 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 NDFC 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 NDFC’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), NDFC 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 NDFC 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”

“NDFC CAPITAL CORP.”

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

“OFFICER/PARTNER (S)/SOLE PROPRIETOR”

Signature: _____

Name: _____

Title: _____

*Please
Initial Here*

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 NDFC Capital Corp., d.b.a. Morgan Strause, a Delaware Corporation, (hereinafter "NDFC"), wherein the Broker agrees to broker loans to NDFC, 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 NDFC ("Documents") to effectuate funding by NDFC 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 NDFC 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 OFFICER BACKGROUND CHECK INFORMATION FORM

Name (Legal): _____

Current Home Address: _____

Social Security Number: _____

Date of Birth: _____

Drivers License Number: _____

CA DRE License Number: _____

NMLS Number: _____

AGREEMENT AND RELEASE:

In conjunction with originating mortgage transaction(s) and expressly for that purpose, I certify that the information provided given herein is true and complete to the best of my knowledge. I authorize NDFC Capital Corp., d.b.a. Morgan Strause, a Delaware Corporation (hereinafter and before, "NDFC") to conduct a complete investigation of any and all information contained in this Employment or Contract Position Application. I understand that any false or misleading statements contained above may result in disapproval of my ability to originate mortgages on behalf of NDFC. I further understand that I will be required to abide by all NDFC rules and regulations. I understand that NDFC will not pull or order my personal credit report and that the information provided above will be used for background check purposes only.

Signature

Date



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 NDFC Capital Corporation (hereinafter referred to as "NDFC"). 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. NDFC 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 NDFC.
- 2. Criminal prosecution.
- 3. Loss or suspension of Real Estate Brokers 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 NDFC.
- 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 NDFC.
- 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 NDFC CAPITAL CORPORATION’S POSITION ON “LOAN FRAUD” AND THE POTENTIAL CONSEQUENCES THEREOF.

Broker of Record:

Managing Officer or Owner:

Signature: _____ Date: _____ Signature: _____ Date: _____

Print/Type Name: _____ Print/Type Name: _____

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, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <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 Line 1 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
or
Employer identification number

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

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 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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.

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” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business 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” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

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, 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 chart below 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 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
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

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

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, 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 www.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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

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

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

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

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

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

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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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 personal 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.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

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

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 second 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. 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.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.