

19800 MacArthur Blvd, Suite 500, Irvine, CA 92612

Please send your Broker Application by email to:

brokerapproval@exceleratecapital.com

Account Executive Name: _____

GENERAL BROKER INFORMATION

Legal Company Name: _____

Other Trade Name/DBA: _____

Broker of Record: _____ % Own _____ NMLS ID #: _____

Main Office Address: _____

Office Phone: _____ Fax: _____ Email: _____

Cell Phone: _____

COMPANY STRUCTURE

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

Tax ID Number: _____

APPLICATION REQUIREMENTS

- ☐ **Submission Application & Checklist (this document)** – Complete and check off all required documents.
- ☐ **Broker Agreement** – Must be completed, signed, and dated by broker or authorized corporate officer.
- ☐ **Broker Compensation Addendum** – Must be completed, signed, and dated by broker.
- ☐ **Company Resolution** – Only applicable for corporation, LLC, or partnership. Must be signed by an authorized corporate officer.
- ☐ **Loan Fraud Declaration** – Must be completed, signed, and dated by broker or authorized corporate officer.
- ☐ **AML & SAR** – Must be completed, signed, and dated by broker or authorized corporate officer.
- ☐ **Loan Officer Licensing Information** – Please list all individuals who will be originating loans on your behalf.
- ☐ **References** – Please provide at least three investor, lender, warehouse, or MI company references.
- ☐ **IRS Form W-9** – Must be completed, signed, and dated by an authorized corporate officer, member, partner, or proprietor.
- ☐ **Additional Login Request Form** – Cell phone number required for authentication code.

REQUIRED ATTACHMENTS

- ☐ **Financial Statements** – Year-to-Date P&L with Balance Sheet to document \$25,000 net worth.
- ☐ **Broker License(s)** – Broker license(s) in the state(s) you would like to do business with Excelerate Capital.
- ☐ **Quality Control Policies & Procedures** – Provide policies and procedures. If outsourced, provide agreement with vendor.
- ☐ **Resume(s) of all Owners/Principals/Officers** – Provide 5-year work history.

OPTIONAL ITEMS

- ☐ **Optional Checklist (this document)** – Complete and check off all optional documents you will provide.
- ☐ **VA Sponsorship Form** – Must be completed, signed, and dated by broker.
- ☐ **Business Purpose Addendum** – Must be completed, signed, and dated by broker.
- ☐ **Branch Addition Form**

This Broker Agreement ("Agreement") is made and entered into by and between the undersigned "Broker" and Castle Mortgage Corporation, a Delaware corporation, d.b.a. Excelerate Capital¹ ("Lender"). This Agreement is effective as of the last date the Agreement is executed by the Broker or Lender ("Effective Date"). Pursuant to the terms of this Agreement, Lender authorizes Broker to submit mortgage loan applications and related documentation ("Loan Application") based on Lender's requirements, as amended from time to time at Lender's discretion.

ARTICLE I: BROKER'S DUTIES

- 1.1 Broker shall originate, prepare, and submit Loan Applications and related and supporting documentation in Broker's name, at its own offices, and through its own employees and agents. All Loan Applications must be originated by Broker. Broker may not submit third-party originations to Lender under this Agreement. Each employee, agent, or other person originating, preparing, or submitting Loan Applications, or offering or negotiating mortgage loan terms on behalf of Broker, must be properly licensed as required by law, or registered through the Nationwide Mortgage Licensing System and Registry (NMLS).
- 1.2 Broker shall submit Loan Applications to Lender in accordance with such loan programs, terms, and interest rates as Lender may establish and/or make available to Broker from time to time. Broker represents that Broker is familiar with and shall comply with Lender's policies, and all applicable federal, state and local laws, ordinances, rules, regulations, guidelines and other requirements pertaining to the mortgage banking industry, to the business of Lender, and to the origination, processing, underwriting, closing, and funding of mortgages, or other activities of Lender, including but not limited to the Equal Credit Opportunity Act, Gramm-Leach-Bliley Act, Truth in Lending Act, Real Estate Settlement Procedures Act, USA PATRIOT Act, Home Mortgage Disclosure Act, Federal Trade Commission Act, Telemarketing and Consumer Fraud and Abuse Prevention Act, Fair Credit Reporting Act, Fair Housing Act, Secure and Fair Enforcement for Mortgage Licensing Act of 2008 (the "SAFE Act"), Dodd-Frank Wall Street Reform and Consumer Protection Act and all related regulations to the foregoing Acts, and all similar federal, state and local laws, rules, regulations and requirements, federal and state telemarketing and do-not-call laws, rules and regulations, and all applicable guidelines and requirements of the Consumer Financial Protection Bureau ("CFPB"), United States Department of Housing and Urban Development ("HUD"), Department of Veterans Affairs ("VA"), Federal Home Loan Mortgage Corporation ("FHLMC" or "Freddie Mac"), Federal National Mortgage Association ("FNMA" or "Fannie Mae"), Government National Mortgage Association ("GNMA" or "Ginnie Mae"), United States Department of Agriculture ("USDA") and all other applicable agencies, investors and insurers (together, "Lender Policies" and all such applicable laws, rules, regulations, guidelines and other requirements are referred to herein as the "Applicable Requirements"), in each case as amended from time to time. Broker agrees to develop and maintain his/her knowledge and understanding of all such Applicable Requirements. For purposes of emphasis, and without limitation of the foregoing, for the entire term of this Agreement, Broker shall:
- (i) Not charge any consumer any fees in excess of that permitted under Applicable Requirements; and
 - (ii) Immediately report to Lender any lawsuits, complaints, investigations or other similar actions related to Broker's duties on behalf of Lender or which may potentially affect Broker's registration or licensing status or Broker's ability to perform its responsibilities for Lender.
- 1.3 Broker must have (i) a minimum of two (2) years mortgage lending experience and proven capacity to originate loans that conform to the Guidelines (defined below); (ii) at least two (2) acceptable lender references; (iii) at least one (1) acceptable banking relationship; and (iv) for HUD/FHA loans, a written quality control plan, which shall be reviewed by Lender.

¹ The "Lender" shall be Castle Mortgage Corporation, a Delaware corporation, except in states in which it has obtained the fictitious business name "Excelerate Capital".

- 1.4 Lender shall underwrite and approve or deny a Loan Application based upon Lender's rules, regulations, underwriting guidelines, and secondary market standards. This Agreement is not a commitment of Lender to extend credit to any applicant. Lender's determination of whether to approve or deny a Loan Application is final and conclusive. Any loan resulting from a Loan Application will be closed in Lender's name and Broker will assign the loan to Lender at the time of closing of the loan along with all right, title, and interest in and to the Loan Application.
- 1.5 Broker understands and agrees that Lender's loan documents are available only in English, and as such, Broker shall process and submit all Loan Applications in English.
- 1.6 Broker shall comply with all policies and procedures established by Lender, which may be updated from time to time. Any violation of Lender's policies or procedures shall be considered a material breach of this Agreement. Broker shall submit to Lender a Loan Application signed by applicant(s), and such credit, financial, and other information and documentation necessary for Lender to evaluate and underwrite the Loan Application. Broker shall assist Lender in obtaining any additional information as requested. Loan Applications submitted by Broker and accepted by Lender shall be deemed a "Brokered Loan." The date a Brokered Loan is funded shall be deemed to be the "Funding Date."
- 1.7 For each Loan Application Broker submits to Lender, Broker shall execute an affidavit/acknowledgement which shall contain, at minimum, the following Broker representations:
- Any and all loan applications previously submitted to another lender on behalf of applicant(s) has been (i) withdrawn by applicant(s), (ii) declined by the lender, or (iii) approved by lender and such approval not accepted by applicant(s).
- 1.8 In addition to originating, preparing, and submitting a Loan Application for each applicant, Broker shall maintain exclusive ongoing contact with and shall be responsible for all communications with any applicant from the time of origination until the Funding Date, including, without limitation, prompt delivery to applicant of any documents prepared by Lender and intended for delivery to such applicant. Broker shall also perform the customary duties of a mortgage broker, including without limitation: (i) analyzing applicant's income and indebtedness, verifying same, and determining the maximum loan the applicant can reasonably afford; (ii) educating applicant regarding the home purchase and financing process; (iii) collecting financial information and all other related documents; (iv) initiating and ordering verifications of employment, deposits, and other income, assets, and obligations of applicant; (v) initiating and ordering requests for mortgage and other loan verifications; (vi) initiating and ordering inspections, environmental reports, or engineering reports; (vii) initiating and ordering appraisals; (viii) assisting applicant in understanding and handling credit problems (including without limitation any required credit or housing counseling); (ix) ordering legal documents; (x) maintaining regular contact with applicant to keep applicant apprised of the application status and gather additional information as needed; (xi) providing and explaining Lender's loan documents and disclosures to applicant; and (xii) performing any other related services as Lender may reasonably request.
- 1.9 Broker shall immediately advise Lender in writing of any inquiry, complaint, or pending or threatened regulatory action to revoke or limit any license, permit, authorization, or approval issued or granted to Broker by any federal, state, or local government, or quasi-governmental body, or any agency or instrumentality thereof, necessary for Broker to conduct its business, or to impose any penalty or other disciplinary sanction in connection therewith, or any other sanction that would affect Broker's business or Broker's compliance with the terms, conditions, and obligations of this Agreement.
- 1.10 In the event Broker receives a letter, notice, or other writing ("Notice") from any federal, state, local government, quasi-governmental body, or any agency or instrumentality thereof, with respect to any Loan Application submitted to Lender, Broker shall advise Lender of such Notice and deliver a copy of the Notice to Lender within two (2) Business Days of Broker's receipt. "Business Day" means any day other than (a) a Saturday or a Sunday, (b) a legal holiday in the State of California, (c) a legal holiday in the State of New York, or (d) a day on which banks in the State of California and/or New York are authorized or obligated by law or executive order to be closed.

ARTICLE II: LENDER'S DUTIES

- 2.1 Lender shall provide lists of the programs and types of loans Lender will offer; such lists will include applicable interest rates, loan limits, loan-to-value ratios, points, and fees.
- 2.2 Upon receipt of a Loan Application from Broker, Lender shall determine whether the Loan Application meets the terms and requirements of available loan programs and Lender shall approve or deny the Loan Application at Lender's sole discretion. Loan Applications submitted to Lender will be underwritten in accordance with all laws, regulations, and standards, including but not limited to secondary market standards, as may be applicable. Nothing contained in this Agreement or verbal communications with Broker shall obligate Lender to approve or fund any Loan Application submitted by Broker.
- 2.3 Conditional approval of a Loan Application shall be made in writing and will cover only the specific Loan Application submitted by Broker for approval. Lender is under no obligation to accept any minimum number or percentage of Loan Applications, or any Loan Applications at all, from Broker.
- 2.4 Lender shall communicate to Broker, by telephone or in writing, Lender's approval or declination of each Loan Application. Lender expressly disclaims any inference Broker may draw as to the general quality or acceptability of the underlying Loan Application. After consultation with applicant, Broker shall advise Lender of the applicant's acceptance or non-acceptance of such conditional offer.
- 2.5 Lender will not communicate directly with applicant(s), either by written or verbal communication, except as required by applicable federal, state, or local laws, as expressly permitted pursuant to this Agreement, or with consent of the Broker.
- 2.6 Lender shall pay Broker pursuant to the Lender's Broker Compensation Addendum to this Agreement, which is attached hereto and incorporated herein.

ARTICLE III: AUDITS & EXAMINATIONS

- 3.1 Broker understands that Lender is or may be subject to various laws, regulations, and/or secondary market investor requirements pursuant to which Lender must maintain ready access to accurate and current documents and information regarding mortgage brokers. Following the Probationary Period as defined in Section 3.8, periodic examinations may be performed by Lender and/or its agents and representatives to audit Broker's organization, policies, procedures, and practices and to examine such records relating to Lender and any Loan Applications submitted to Lender. Broker acknowledges the authority and agrees to Lender's performance of such audits. Lender shall provide no less than seven (7) days' notice in advance of such audits and/or examinations.
- 3.2 Broker understands that Lender may monitor Broker's activities, including quality control audits of all Brokered Loans, re-verifications of credit documentation, and any other information or application materials submitted by Broker as required by Lender, its regulators, investors, or otherwise.
- 3.3 Broker agrees and understands that it may become necessary for Lender to inspect the mortgaged property securing a Brokered Loan prior to, or within ninety (90) days of the Funding Date.
- 3.4 Broker agrees and understands that Lender shall use license tracking systems to verify Broker's continuing compliance with all applicable laws, regulations, and licensing certification and professional requirements.
- 3.5 Upon Lender's request, Broker shall promptly provide to Lender current financial statements executed by Broker's authorized corporate officer that includes a balance sheet and an income statement for the previous fiscal year and the current fiscal year-to-date.

- 3.6 Upon Lender's request, Broker shall promptly provide Lender copies of Broker's policies and procedures regarding loan originator compensation, privacy and information security, record retention, anti-money laundering and suspicious activity report compliance, and other policies and procedures.
- 3.7 Broker agrees and understands that Lender, in its sole discretion and at any time (but no less than annually and upon initial application), may conduct background, credit, or other types of examinations related to Broker. Furthermore, from time to time, Lender may require Broker to provide information and cooperate with a background, credit, or other type of checks. Broker understands these requirements and consents to any such check, investigation, or similar examination and agrees to promptly provide Lender all necessary information, written authorizations, consents, or other reasonably requested information to assist Lender.
- 3.8 Broker agrees and understands the first 90 days following the Effective Date of this Agreement is a probationary period ("Probationary Period"). During the Probationary Period, Broker may not fund more than 10 loans each 30-day period and all loans submitted by Broker to Lender may undergo Lender's internal quality control review process or other review. Broker is also subject to the monitoring activities as provided in this Section 3, or as otherwise determined by Lender. During the Probationary Period, Broker understands that Lender may, in its sole and absolute discretion, immediately terminate this Agreement for any reason upon written notice to Broker.

ARTICLE IV: BROKER'S REPRESENTATIONS & WARRANTIES

- 4.1 All of Broker's representations and warranties shall apply as of the Effective Date of this Agreement, and shall continue to apply through the date Broker submits any Loan Application or other materials to Lender, through the closing and funding of each Brokered Loan, through the date that any Brokered Loan is purchased by any third-party investor, through the date that all Brokered Loans are fully paid off, satisfied, and/or released, and until Lender specifically releases and discharges Broker from its obligations under this Agreement in writing. The terms and provisions of this Article IV shall survive any termination of this Agreement.
- 4.2 Broker represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the state governing its creation and existence, and that Broker is a qualified and licensed residential mortgage loan broker in good standing with all applicable governmental, licensing, and regulatory authorities in all jurisdictions in which it operates. Broker further represents and warrants that its loan officers (and all other employees and agents) are licensed or registered as required.
- 4.3 Broker represents, warrants, and agrees that it will immediately notify Lender in writing upon any change of any license or registration of Broker, any change of ownership or control of Broker, and/or of the taking of any action or issuance of any notice by any governmental, regulatory, or licensing authority against or involving Broker, or any of its loan officers, employees, or agents.
- 4.4 Broker represents and warrants that Broker has full power, authority, and capacity to enter into this Agreement, and to perform its obligations hereunder. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, have been duly and validly authorized by all requisite action. This Agreement constitutes a valid and legally binding Agreement of Broker enforceable in accordance with its terms. Broker further represents and warrants that the undersigned has the requisite corporate authority, power, and capacity to enter into this Agreement on behalf of Broker and that Broker's compliance with the terms and conditions of this Agreement will not violate the terms of any governing organizational instrument of Broker or any other instrument or agreement to which Broker is a party.

- 4.5 Broker represents and warrants that its activities (including the activities of Broker's loan officers, employees, and agents), including without limitation as to Loan Applications Broker submits to Lender, are in full compliance with all applicable federal, state, and local laws. Broker will comply with all provisions provided in any present or future manual, policy, guide, procedure, or announcement ("Guideline") provided by Lender to Broker. Violation of a Guideline is a material breach of this Agreement. Any change or update to any present or future Guidelines will be made through electronic communication, which may include posting changes or updates to present or future Guidelines on Lender's broker website. Any amendment or change to Guidelines is considered accepted by Broker upon Broker's submission of a Loan Application as of or following the date of the amendment or change.
- 4.6 Broker represents and warrants that any information submitted to the Lender, including but not limited to any information contained in any Loan Application submitted to Lender, shall be true and correct in all material respects, free of fraud and misrepresentations, and shall not fail to disclose any facts or other information that might reasonably be material to Lender as part of its review, verification, or underwriting.
- 4.7 Broker represents and warrants that it has not been issued or made the subject of any administrative order, cease and desist decree, memorandum of understanding, or other regulatory action.
- 4.8 Broker represents and warrants that neither it nor any of its employees, principals, or agents is a party to (i) any pending, or, to Broker's knowledge, any threatened litigation, suit, proceeding, or investigation, involving any allegation that Broker or any person acting on Broker's behalf committed fraud, misrepresentation, unlawful discrimination, or any other violation of any federal, state, or local law; or (ii) any claim of any nature by an applicant or borrower.
- 4.9 Broker shall promptly notify Lender; (i) in the event of any substantial change in the financial condition, ownership or management of Broker, (ii) if Broker knows or has reason to believe that any information in a Loan Application (or other documentation) delivered to Lender is untrue, misleading, or omits material information, and (iii) in the event any government or other agency has made any adverse finding or threatened or taken any adverse action with respect to Broker or its officers, directors, agents, or employees. Broker will promptly notify Lender of any proposed suspension, suspension or termination or any notice of actual or potential suspension or termination of any license, registration, or approval of mortgage loans at the state or federal level.
- 4.10 Broker represents and warrants that it has not received notice of any negative findings by any wholesale lender, investor, or regulatory finding through any audit or examination. Where Broker receives such notice, Broker shall promptly inform Lender of any such negative finding.
- 4.11 At all times during the term of this Agreement, Broker shall maintain, at no cost or expense to Lender, blanket fidelity bond coverage and hazard and liability insurance. Such policies shall be in reasonable amounts to be set at the sole discretion of Lender, with acceptable standard coverages satisfactory to Lender. Broker shall immediately notify Lender of changes thereto or cancellations thereof. Such policies shall provide for coverage of Broker including its employees, agents, independent contractors, and other personnel.
- 4.12 Broker shall comply with all federal, state or local governing authorities, including but not limited to Fannie Mae, Freddie Mac, and Ginnie Mae and shall at all times comply with all applicable federal, state, and local anti-money laundering laws, orders and regulations, which shall include but not be limited to: the USA Patriot Act of 2001, the Bank Secrecy Act, the regulations of the Office of Foreign Asset Control ("OFAC"), and any amendment or successor thereto.
- 4.13 The Broker does not believe and has no reason or cause to believe that it cannot perform each representation, warranty, and covenant contained in this Agreement.
- 4.14 Broker maintains a Quality Control Program which complies with all requirements of Lender. Lender, in its sole and absolute discretion, may change any requirements of the Quality Control Program and the changes required shall be effective upon Lender providing notice to Broker. Lender may conduct an audit of Broker to confirm the existence and

Broker's implementation of a Quality Control Program. Lender may, at any time, request the Broker to promptly provide a detailed written description of its Quality Control Program.

- 4.15 If Broker is given access to Lender's broker website, Broker agrees to comply with any and all requirements of applicable law, policies, procedures and/or terms and conditions of use related thereto, including, without limitation, the protection of passwords and maintenance of security regarding access and use of Lender's broker website, at all times while Broker has access. Notwithstanding the foregoing, Broker may be required to consent to such policies and procedures and such terms and conditions of use regarding Lender's broker website, present and future, via a "click-through" or hard copy agreement, in which case, Broker agrees that upon acceptance of such terms, Broker shall be legally bound thereby. Broker expressly agrees that Lender may change the policies and procedures and/or terms and conditions of use governing Lender's broker website at any time and for any reason, with such changes being effective on the date notice is provided or upon Broker's use of Lender's website after a change is made.
- 4.16 Broker agrees that during the term of this Agreement and for a period of twelve months following the termination or expiration of this Agreement, Broker (in addition, Broker will not cause another or third party to do so on Broker's encouragement or behalf) will not disrupt or interfere with the business of the Lender by directly or indirectly soliciting, recruiting, attempting to recruit, or raiding the employees or independent contractors of the Company, or otherwise inducing the termination of employment or business relationship of any employee or independent contractor of Lender. Broker also agrees not to use any of Lender's trade secrets or confidential information to directly or indirectly solicit the employees or independent contractors of Lender.

ARTICLE V: BREACH & REMEDIES

- 5.1 Broker shall indemnify, save and hold Lender and its directors, officers, agents, employees, successors, affiliates, and assigns harmless from and against, and shall reimburse the same with respect to, any and all loss, damage, claim, liability, cost, and expense, including reasonable attorneys' fees, from any cause whatsoever, incurred directly or indirectly, by reason of, arising out of, or in any way connected to (i) any breach by Broker of any representation, warranty, term, covenant, duty, or condition contained in this Agreement, addenda, amendments incorporated by reference, or undertaking of Broker; (ii) any violation of federal, state, or local laws or regulations by Broker, including but not limited to Broker's violation of TILA; (iii) Broker's failure to perform any obligation hereunder; (iv) any claim by a borrower, customer, applicant, or third party resulting from Lender's failure or refusal to fund a loan submitted by Broker; (v) Broker's negligent or willful acts in connection with any Loan Application submitted by Broker; (vi) any repurchase by Lender of any Brokered Loan from Broker; (vii) any demand to Lender from a third party to repurchase or "buy-down" any Brokered Loan ("Repurchase Obligation") from Broker; and/or (ix) any misrepresentation, omission, or untrue statement by Broker, or at the direction of Broker, to Lender, whether the information was obtained, derived or requested by the Broker, the borrower, a third party or an affiliate of the Broker or otherwise.

Lender's right to indemnification under the provisions hereof shall be in addition to any other right or remedy of Lender. Lender's right hereunder may be exercised at any time after Lender becomes aware of a claim, demand, assertion, action or proceeding ("Claim") affecting a Brokered Loan for which Broker is obligated to indemnify Lender, irrespective of whether Lender still owns the Brokered Loan or has sold the Brokered Loan. Lender shall be entitled to resolve any such Claim, without permission or consent from Broker and without waiving Lender's right to require indemnity from Broker at any time and without waiving its rights for indemnification of all costs, expenses, charges, losses, or damages incurred by Lender in seeking to resolve any such Claim.

- 5.2 In addition to the foregoing, (a) Broker agrees to immediately repurchase any Brokered Loan and fully reimburse Lender for any costs in the event of a Repurchase Obligation which shall include, but not be limited to: (i) Broker failed to observe or perform or has breached any representation, warranty, covenant, or term contained in this Agreement or with respect to any Loan Application or Brokered Loan; (ii) Broker committed fraud or misrepresentation with respect to the Loan Application or otherwise aided, abetted, or assisted in the commission of fraud or misrepresentation by any third party with respect to the Loan Application or should have known such fraud was being committed and failed to act; and (iii) any third- party fraud or misrepresentation has occurred with respect to the loan in which Broker either had knowledge of or participated.
- (b) where Lender is required to repurchase a Brokered Loan for any reason, or has a Repurchase Obligation, Broker shall, within fifteen (15) calendar days after demand from Lender, repurchase the Brokered Loan at the repurchase price provided by Lender. The repurchase price for a Brokered Loan that Broker is required to repurchase hereunder shall be equal to the sum of: (i) the then unpaid principal balance of the Brokered Loan; (ii) accrued interest through the date of repurchase; (iii) all unreimbursed advances and extraordinary costs and expenses incurred by Lender with regard to such Brokered Loan during the life of the Brokered Loan; (iv) all other costs and expenses incurred by Lender, including penalties incurred by Lender from any investor or servicer and reasonable attorneys' fees incurred in connection with the repurchase; and (v) any fees paid by Lender, including but not limited to all fees, compensation and costs paid to Broker and/or other parties in connection with the Brokered Loan.
- (c) Broker's obligations under this Article V shall not be obviated by the fact that the property securing the Brokered Loan has been foreclosed upon and/or said property has been acquired by Lender or a third party, it being understood that Broker's obligations encompass the repurchase of the property from Lender if Lender has acquired the property, or, if a third party has acquired the property, reimbursing Lender as set forth herein.
- 5.3 Lender may at any time set off amounts owed by Lender to Broker (or for the credit or account of the Broker) against amounts at any time owing or allegedly owing by Broker to Lender, without need for any prior presentment, demand, protest, or other notice of any kind to Broker or to any other person, any such notice being expressly waived by Broker.
- 5.4 For both Qualified Mortgage Loans ("QM") and Non-Qualified Mortgage Loans ("non-QM"), if, within six (6) months from the Funding Date, (i) a Brokered loan is paid in full, or (ii) a curtailment in excess of twenty percent (20%) of the original principal balance of the Brokered Loan occurs (each an "EPO"), Broker shall reimburse to Lender an amount equal to the total of all compensation paid to Broker from any source, including all borrower-paid and Lender-paid compensation ("EPO Refund").
- 5.5 In the event of an EPO, Lender shall provide notice of such EPO to Broker via email. The EPO Refund shall be due and payable from Broker to Lender within seven (7) Business Days from the date of Lender's email notice.
- 5.6 Notwithstanding any other term or provision of this Agreement, any investigation or any failure to investigate by Lender as to any documents or information submitted by Broker to Lender shall not limit or otherwise affect Lender's right or ability to obtain full and complete relief from Broker under this Agreement or otherwise.
- 5.7 The remedies set forth in this Agreement and the Guidelines are in addition to and not to the exclusion of any and all rights and remedies available to Lender at law or in equity, including specific performance. All remedies shall be cumulative and non-exclusive.
- 5.8 The terms and provisions of this Article 5 shall survive any termination of this Agreement.

ARTICLE VI: NOTICES

- 6.1 Unless provided otherwise, all notices required to be given pursuant to this Agreement shall be in writing and will be deemed made when personally delivered or when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to such party as follows:

Broker:

Lender:19800 MacArthur Blvd., Suite 500Irvine, CA 92612Attention: General Counsel

- 6.2 Broker authorizes Lender (and any of its employees, agents, representatives, subsidiaries, affiliates, successors, and assigns) to make marketing, advertising, telemarketing, informational, facsimile transmissions, text messages, and/or other calls or communications, including without limitation by automatic telephone dialing system, to the following telephone numbers of Broker:

Broker:

ARTICLE VII: MISCELLANEOUS

- 7.1 Lender reserves the right in Lender's sole discretion to immediately amend, update, and modify this Agreement to comply with applicable laws, regulations, and/or secondary market investor requirements. Notwithstanding the foregoing, Lender may modify any provision of this Agreement in whole or in part upon the provision of thirty (30) days' written notice of such modification to Broker. Loan Applications submitted by Broker following the thirty (30) days' notice provided for herein shall be governed by the revised provisions of this Agreement. The parties may, upon an executed writing by both parties, amend this Agreement at any time.
- 7.2 If any legal action, arbitration, other proceeding or non-legal action is brought or utilized by Lender to enforce or interpret the terms of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, Lender shall be entitled to reasonable attorneys' fees, expert fees, costs and necessary disbursements related thereto or arising therefrom, in addition to any other relief to which Lender may be entitled.
- 7.3 This Agreement is governed by, and construed in accordance with, the law of the state of California. Any legal suit, action, or proceeding arising out of this Agreement or the transactions contemplated herein shall be instituted in any United States federal court or state court located in the state of California in the County of Orange, and each party irrevocably submits to the exclusive jurisdiction of such courts in any suit, action, or proceeding.
- 7.4 **WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT WHICH EITHER OR BOTH OF THEM MAY HAVE TO RECEIVE A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS, CONTROVERSIES, OR DISPUTES ARISING OUT OF OR WHICH ARE RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**

- 7.5 This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument. A copy, PDF, and/or facsimile reproduction of this Agreement may be used for any and all purposes, and such copy, PDF, and/or facsimile reproduction will have the same force and effect as a fully executed, original document.
- 7.6 The terms and conditions of this Agreement (including without limitation the Broker Compensation Addendum and other addenda to this Agreement) and any trade secrets, technology, and information pertaining to the business and operations of either party ("Confidential Information") shall be kept confidential and both parties agree that such Confidential Information shall not be disclosed to any person or entity, except as necessary to comply with applicable law, valid subpoenas, regulatory actions, or to enforce or carryout the terms and conditions of this Agreement. All customer information in the possession of either party is and shall remain confidential and proprietary information of each Party except (i) as otherwise set forth in this Agreement, (ii) information independently obtained by the Parties and not derived in any manner from information obtained under or in connection with this Agreement, (iii) information in the public domain at the time it was disclosed through no fault of a Party, (iv) independently developed by a Party without use of any information of the other Party, or (v) becomes known to a Party without breach of this Agreement or in violation of other Party's rights. The parties agree to comply with any and all federal, state, and local statutes, regulations and rules applicable to the protection and privacy of consumer information, including without limitation, the privacy provisions of the Gramm-Leach-Bliley Act 15 U.S.C. § 6801 and will implement appropriate measures designed to safeguard customer information.
- 7.7 Nothing in this Agreement shall be construed to create an exclusive relationship in any market or geographic area between Broker and Lender. Broker is not obligated to submit Loan Applications exclusively to Lender; Lender is not obligated to accept Loan Applications exclusively from Broker. It is understood and agreed that this shall be a non-exclusive agreement.
- 7.8 It is understood and agreed, and it is the intention of the parties hereto, that Broker is not an employee, agent, joint venturer, partner, or any other relation of similar nature for any purpose whatsoever with respect to Lender. Neither party to this Agreement, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee, or representative of the other party. Broker shall conduct business in its own name and not in Lender's name. Broker shall not represent that its office is an office, branch, or agency of Lender or in any other way connected with Lender. Broker shall have no authority to sign any documents on behalf of Lender, or to bind or obligate Lender in any manner whatsoever. Broker shall be responsible for its overhead and operations costs, payroll costs, and all other costs incurred in connection with its operations.
- 7.9 Should any term, clause, or provision of this Agreement, for any reason, be declared invalid or unenforceable in any jurisdiction, such term, clause, or provision will, as to such jurisdiction, be invalid to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.
- 7.10 This Agreement and any agreement, addenda, exhibit, schedule, document, instrument, or other incorporated writing (including without limitation the Broker Compensation Addendum and other addenda to this Agreement) contain the entire agreement between Broker and Lender and supersedes all prior agreements and understandings with respect to the subject matter hereof. In the event of any conflict between the terms, conditions, and provisions of this Agreement and a term or provision of any agreement, exhibit, schedule, document, instrument, or other incorporated writing (including without limitation the Broker Compensation Addendum and other addenda to this Agreement), the terms and provisions of this Agreement will prevail over the terms and provisions of the exhibit, schedule, or other incorporated writing.
- 7.11 Neither this Agreement nor any rights hereunder shall be assignable or delegable by Broker without Lender's prior written consent, which may be withheld in Lender's sole discretion. Lender may assign this Agreement with written notice to Broker.

- 7.12 The titles and headings of the various sections of this Agreement have been inserted for organization and convenience of reference only and shall not be deemed to affect in any way the meaning or interpretation of this Agreement. This Agreement shall be deemed to have been drafted jointly by the parties, and any ambiguity in this Agreement shall not be construed against any drafter and shall be construed equally against each party.
- 7.13 Neither (i) the failure or delay of a party to exercise any right given to it under this Agreement or to insist on the other party's strict compliance with any term or provision of this Agreement, nor (ii) any custom or practice of the parties or of the industry that is at variance with the terms of this Agreement shall constitute a waiver of either party's right to demand of the other party strict compliance with the terms and conditions of this Agreement. Waiver, which must be in writing, by either party of a particular default by the other party shall not affect or impair the non-defaulting party's rights with respect to any subsequent default, whether of the same or of a different nature. Nor should any delay or omission of either party to exercise rights arising from a default of the other party affect or impair the non-defaulting party's right with respect to that default or any subsequent default.
- 7.14 Either Broker or Lender may terminate this Agreement at any time for any reason, upon written notice to the other. Termination of this Agreement does not release Broker from any liability or obligation set forth in the Agreement that is expressly stated to survive any such termination, that by its nature would be intended to be applicable following any such termination, or that is necessary to fulfill the essential purpose of the Agreement, including without limitation the provisions regarding indemnification, confidentiality, and the rights, remedies, and representations provided herein.

BROKER

**CASTLE MORTGAGE CORPORATION,
A DELAWARE CORPORATION,
DBA EXCELERATE CAPITAL (where applicable)**

(Signature of Broker)

(Signature of Authorized Person)

(Printed Name of Broker)

(Printed Name of Authorized Person)

(Title of Broker)

(Title of Authorized Person)

(Effective Date)

OFFICER/PARTNER(S)/SOLE PROPRIETOR
(if authorized person is broker, leave blank)

(Signature of Authorized Person)

(Printed Name of Authorized Person)

(Title of Authorized Person)

(Effective Date)

BORROWER PAID COMPENSATION PLAN

Under a Borrower Paid Plan, the Broker may negotiate and establish compensation directly with the borrower and will be paid to the broker by the borrower. Broker compensation may not vary with the terms of the transaction.

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/its 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 Lender under a Borrower-Paid Plan, and another loan to Lender 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 Comp Addendum will remain in effect for thirty (30) days under the Lender-Paid Plan. Brokers may choose to change the compensation indicated in the Comp Addendum as often as every thirty (30) days by notifying Lender in writing. An amended Comp Addendum will be prepared stating the new compensation amount and must be executed by both Broker and Lender. Changes will be effective within 24 hours of Lender receiving and approving the signed amended Comp Addendum. Once the modification of the Comp 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 Lender policies.

TERM

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

EFFECTIVE DATE

This Comp Addendum 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 Comp Addendum, compensation will be paid in accordance with the Agreement and/or the Comp 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 Comp Addendum 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 Lender and Broker, excepting the Wholesale Mortgage Broker Agreement and its Addendums, as well as any and all Lender 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 Comp Addendum will be effective only if it is in writing and signed by both Parties.

GOVERNING LAW

This Comp Addendum 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 Comp Addendum is found to be invalid, such invalidity shall not affect any other provision hereof.

COUNTERPARTS

This Comp Addendum 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 Comp Addendum 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 Comp Addendum containing a facsimile of my signature, shall be as effective, enforceable, and valid as if a paper version of this Comp Addendum were delivered containing my original written signature.

INDEMNIFICATION

Broker indemnifies and holds Lender harmless from Broker's violation of TILA and accordingly agrees to cover any losses incurred by Lender, 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 Lender 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 foregoing, 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.



BROKER COMPENSATION ADDENDUM

WHOLESALE BROKER APPLICATION

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

BROKER

**CASTLE MORTGAGE CORPORATION,
A DELAWARE CORPORATION,
DBA EXCELERATE CAPITAL** (where applicable)

(Signature of Broker)

(Signature of Authorized Person)

(Printed Name of Broker)

(Printed Name of Authorized Person)

(Title of Broker)

(Title of Authorized Person)

(Effective Date)

OFFICER/PARTNER(S)/SOLE PROPRIETOR

(if authorized person is broker, leave blank)

(Signature of Authorized Person)

(Printed Name of Authorized Person)

(Title of Authorized Person)

(Effective Date)

COMPANY RESOLUTION

The undersigned hereby certifies that the following was adopted by the

_____ of _____, a
(Broker/Director/Member/Partner) (Broker Company Name)

_____ on _____.
(Corporation/Limited Liability Company/Partnership) (Effective Date)

Resolved that _____ ("Broker") is authorized to do business with Castle Mortgage Corporation, a Delaware corporation, d.b.a. Excelerate Capital ("Lender");

That Broker is authorized to enter into the Broker Agreement ("Agreement") and related addenda with Lender and Broker has the power and authority to comply with and be bound by the terms and conditions of the Agreement;

That Lender may rely on this Company Resolution as of the date hereof and as of the date of any subsequent transactions under the Agreement;

As of the date hereof, the officers, members, or partners of Broker executing this Company Resolution below are authorized to make, execute, and deliver on behalf of Broker this Company Resolution, as well as the Broker Application and Broker Agreement (and related addenda) executed in connection herewith;

The undersigned officers, members, or partners of Broker represent, warrant, and agree that all information, representations, warranties, promises, assignments, conveyance instruments, documents, and forms required to be executed in order for Broker to comply with and be bound by the terms and conditions of the Broker Agreement (and related addenda) are true, correct, and complete, and do not omit any material information.

(Name of Authorized Person)

(Signature of Authorized Person)

(Title of Authorized Person)

(County)

(State)

Broker bears full responsibility for all actions of its employees, agents, and licensees. Broker is responsible for the content, quality, and accuracy of each application taken and each loan submitted to Castle Mortgage Corporation, a Delaware corporation, d.b.a. Excelerate Capital (“Lender”).

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

TYPES OF LOAN FRAUD (NON-EXCLUSIVE LIST):

1. Submission of inaccurate information, including false statements on loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit and asset information, personal information including identity, ownership/non-ownership of real property, etc.
2. Forgery of partially or predominantly accurate information.
3. Incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated in the security instrument or occupancy affidavit.
4. Lack of due diligence by broker/loan officer/interviewer/processor, including failure to obtain all information required by the application and failure to request further information as dictated by Borrower’s response to other questions.
5. Unquestioned acceptance of information or documentation that is known, should be known, or should be suspected to be inaccurate. Examples would include, without limitation:
 - a) Simultaneous or consecutive processing of a multiple owner-occupied loans from one applicant and supplying different information on each application.
 - b) Allowing applicant or interested third party to “assist” with processing the loan.
6. Broker’s non-disclosure of relevant information.

IMPACT OF LOAN FRAUD

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

Yet the price paid by those who participate in loan fraud is even more costly.

POTENTIAL CONSEQUENCES OF LOAN FRAUD (NON-EXCLUSIVE LIST):

1. Criminal prosecution.
2. Loss of License.
3. Loss of lender access due to exchange of information between lenders, mortgage insurance companies, investors, law enforcement agencies, and State Licensing Agencies.
4. Civil action by Lender.
5. Civil action by applicant/borrower or other parties to the transaction.
6. Loss of approval status with Lender.

Broker hereby represents and warrants to Lender its full compliance with this policy and agrees to immediately report suspected loan fraud to Lender.

BROKER

(Signature of Broker)

(Printed Name of Broker)

(Date)

OFFICER/PARTNER(S)/SOLE PROPRIETOR

(if authorized person is broker, leave blank)

(Signature of Authorized Person)

(Printed Name of Authorized Person)

(Date)

By executing this AML & SAR Addendum, Broker represents it has implemented a program consistent with the federal rules concerning Anti-Money Laundering (“AML”) programs and Suspicious Activity Report (“SAR”) filing requirements for Residential Mortgage Lenders and Originators codified in 31 CFR Parts 1010 and 1029.

ANTI-MONEY LAUNDERING

Regulation requires that the Broker’s AML program must be in writing, be reviewed and updated annually, and must assess the risk 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.

SUSPICIOUS ACTIVITY REPORT

Regulation requires that a 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

Excelerate Capital reserves the right to request evidence of compliance. Broker agrees to provide evidence of compliance, if requested.

BROKER

(Signature of Broker)

(Printed Name of Broker)

(Date)

OFFICER/PARTNER(S)/SOLE PROPRIETOR

(if authorized person is broker, leave blank)

(Signature of Authorized Person)

(Printed Name of Authorized Person)

(Date)



WHOLESALE BROKER APPLICATION

Please list all individuals who will be originating loans on your behalf or provide a list of your own.

[illegible]

Please provide at least three investor, lender, warehouse, or MI company references.

1

Company Name: _____ Address: _____

Contact Name: _____ Work Phone: _____ Work Email: _____

2

Company Name: _____ Address: _____

Contact Name: _____ Work Phone: _____ Work Email: _____

3

Company Name: _____ Address: _____

Contact Name: _____ Work Phone: _____ Work Email: _____

4

Company Name: _____ Address: _____

Contact Name: _____ Work Phone: _____ Work Email: _____

5

Company Name: _____ Address: _____

Contact Name: _____ Work Phone: _____ Work Email: _____

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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



ADDITIONAL LOGIN REQUEST FORM

Company Name: _____

****Cell Phone number required for authentication code****

USER INFORMATION Name: _____ NMLS: _____ Email Address: _____ Office Number: _____ Cell Number: _____	ROLE Loan Officer: <input type="checkbox"/> Processor: <input type="checkbox"/> PIPELINE VIEW Individual: <input type="checkbox"/> Company: <input type="checkbox"/>
USER INFORMATION Name: _____ NMLS: _____ Email Address: _____ Office Number: _____ Cell Number: _____	ROLE Loan Officer: <input type="checkbox"/> Processor: <input type="checkbox"/> PIPELINE VIEW Individual: <input type="checkbox"/> Company: <input type="checkbox"/>
USER INFORMATION Name: _____ NMLS: _____ Email Address: _____ Office Number: _____ Cell Number: _____	ROLE Loan Officer: <input type="checkbox"/> Processor: <input type="checkbox"/> PIPELINE VIEW Individual: <input type="checkbox"/> Company: <input type="checkbox"/>
USER INFORMATION Name: _____ NMLS: _____ Email Address: _____ Office Number: _____ Cell Number: _____	ROLE Loan Officer: <input type="checkbox"/> Processor: <input type="checkbox"/> PIPELINE VIEW Individual: <input type="checkbox"/> Company: <input type="checkbox"/>
USER INFORMATION Name: _____ NMLS: _____ Email Address: _____ Office Number: _____ Cell Number: _____	ROLE Loan Officer: <input type="checkbox"/> Processor: <input type="checkbox"/> PIPELINE VIEW Individual: <input type="checkbox"/> Company: <input type="checkbox"/>

VA SPONSORSHIP REQUEST FORM

_____ ("Company")
 hereby requests that Castle Mortgage Corporation, a Delaware corporation ("CMC"), appoints it as its agent for the purpose of originating, processing and/or closing Department of Veterans Affairs ("VA") sponsored mortgage loans, subject to the terms and conditions of applicable laws and regulations including, but not limited to, VA Pamphlet 26-7(d), Revised ("Request").

If accepted and approved as an agent for CMC, Company agrees to abide by the requirements set out in this Request form and provides the following information:

AGENT'S NAME, ADDRESS, and GEOGRAPHIC AREA OF LOAN ORIGINATION

AGENT: _____
 AGENT'S CONTACT: _____
 AGENT'S ADDRESS: _____
 AGENT'S GEOGRAPHIC ORIGINATION/CLOSING AREA: _____
 AGENT'S PHONE NO: _____
 AGENT E-MAIL: _____
 TAX ID #: _____
 AGENTS' BROKER/LENDER VA ID NUMBER: _____
 PRIOR VA APPROVAL DATE²: _____

FUNCTIONS AND RESPONSIBILITIES OF THE AGENT:

1. Agent will take complete loan application with all appropriate state and federal disclosures as well as required VA forms including, but not limited to:
 - FORM 26-1802A: VA Addendum to Application
 - Agent Information Section must be completed in the name of: _____, Agent.
 - Lender Information Section must be completed in the name of CMC.
 - FORM 26-0592: Counseling Checklist for Military Buyers
 - FORM 26-1880: Determination of Eligibility and Certificate of Eligibility
 - FORM 26-8937: Verification of VA Benefit and related indebtedness
 - Interest Rate and Discount Disclosure Statement
 - General VA disclosure requirements covering: Assumability, Federal Collection Policy, VA Funding Fee Acknowledgement, Debt Questionnaire and Child Care Expense.
 - Other forms and documents necessary to complete the VA loan origination/closing process and procedures.
2. Agent will order credit report.

¹ If you do not have the prior VA approval date, log into the VA portal at <https://vip.vba.gov/portal/VBAH/Home> and click on "Community Subscription", from there print your VA approval information and include with this Request.

3. Agent will process loan including:
- Ordering verifications
 - Gathering pay stubs, W-2's bank statements and tax returns
 - Initiating/ordering termite inspections
 - Ordering flood certifications
 - Gathering any other information necessary for a loan determination and closing.
4. Agent is responsible for the annual VA fee for agency approval and certification, which is currently \$100.00. Please include an original check in the amount of \$100.00, payable to "Department of Veterans Affairs" and mailed along with this completed form to:
- Castle Mortgage Corporation,
ATTN: VA Loan Administration
19800 MacArthur Blvd, Suite 500
Irvine, CA 92612
5. This appointment is valid only for the following states: _____
6. Agent is responsible for the ordering appraisals and disclosing its sponsor as CMC.
7. Agent is required to follow up on any post-closing issues as requested by CMC.
8. Agent is required to complete VA Form 26-1820 and shall be done in accord with VA Pamphlet 26-7(f) and more specifically:
- VA Form 26-1820 shall be completed as follows: Agent's VA ID number is placed in item 2B along with the name and function of the Agent in item 24 and the Agent's name, followed by the words "Agent for Castle Mortgage Corporation." and the Agent's address in 25A.
9. Agent is required to obtain a VA lender ID number if it does not already have one. This number must be used as the Agent's identifier in all VA lending transactions, whether the Agent is acting as an "agent" or on its own behalf as a "lender."
10. Interest rate lock-in agreements may be provided to Agent for its borrowers. However, Agent must follow CMC's Lock-In Procedures, which may be changed as CMC deems necessary. CMC will honor all locks which are locked-in in accordance with CMC's Lock-In Procedures.

I, the undersigned, am a duly appointed officer of the herein named Company and am authorized to submit this Request. I do hereby verify the information provided herein as true, accurate and correct, and that if appointed as an Agent for CMC, the Company will abide by the terms and conditions set out herein.

By: _____

Printed Name: _____

Title: _____

Date: _____

This Business Purpose Broker Addendum (this “Addendum”) is entered into with reference to that Broker Agreement effective as of _____, 20__, (the “Agreement”) by and between Castle Mortgage Corporation dba Excelerate Capital, a Delaware corporation (“Lender”)¹, and _____, the undersigned broker (“Broker”). Lender and Broker may be individually referred to herein as the “Party” or collectively as the “Parties.” This Addendum supplements the Agreement to provide for Broker’s submission and Lender’s acceptance or denial of “business purpose” loans.

RECITALS

- A. For the purposes of this Addendum, Lender is acting in the capacity of a lender.
- B. For the purposes of this Addendum, Lender will accept Loan Application Packages for “business purpose” loans secured by real property located in states that do require a license via exemption, exception, or waiver for “business purpose” loans.
- C. Broker is engaged in the business of soliciting mortgage loan applications from the general public for submission to lenders for funding consideration.
- D. Lender is in the business of accepting Loan Application Packages for business purpose loans from Brokers for the purpose of funding the loan in the name of Lender; brokering the loan to Lender’s investors (“Lender Investors”) to fund in the Lender Investors’ name; or brokering the loan to other lenders (“Third Party Lenders”) to fund the loan in the Third Party Lenders’ name. Lender, Lender Investors, and Third Party Lenders are collectively referred to herein as “Lender Parties” and individually as a “Lender Party.”
- E. The Parties desire to enter into this Addendum to establish a nonexclusive relationship whereby Broker will submit business purpose Loan Application Packages to Lender. If the Loan Application Packages meet Lender’s approval and funding requirements, Lender Parties will close and fund the loan.
- F. Unless otherwise specifically stated herein, the terms of this Addendum are in addition to, and not in derogation of, the terms of the Agreement. In the event of a conflict, the terms of the Agreement shall control. Capitalized terms in this Addendum have the same meaning as defined in the Agreement, and those definitions are incorporated by reference.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

SECTION 1: DEFINITIONS

- 1.1 “Applicant” and “Borrower” mean an applicant for a business purpose mortgage loan. Following a loan closing, the applicant may be referred to as Borrower.
- 1.2 “Business Purpose Loan” shall mean a mortgage loan for a purpose other than personal, family, or household purposes.
- 1.3 “Certification and Authorization” shall mean a certification from Applicant/Borrower that all information provided in the Loan Application Package is true and accurate to Applicant/Borrower’s knowledge, and an authorization from Applicant/Borrower allowing Lender or Broker to complete a credit check, background check, contact Applicant/Borrower’s other creditors, or take any other action necessary to properly underwrite a potential loan.

¹ The “Lender” shall be Castle Mortgage Corporation, a Delaware corporation, except in states in which it has obtained the fictitious business name “Excelerate Capital”.

- 1.4 “Loan Application Package(s)” shall mean the documentation necessary for Lender to determine Applicant’s eligibility for a loan and compliance with Lender’s Underwriting Guidelines, including but not limited to: a completed credit application; credit report(s); verifications of income, liabilities, and net worth; business entity financial statements; and, appraisal report(s).
- 1.5 “Underwriting Guidelines” shall mean Lender’s requirements for analyzing and assessing the applicant’s credit risk and the mortgage loan collateral.

SECTION 2: DUAL AGENCY OF BROKER

- 2.1 Broker agrees and covenants that as to each Applicant for whom a Loan Application Package is submitted to Lender, Broker: (i) has contractually agreed with the Applicant to act as the Applicant's authorized agent to negotiate a loan, including the payment of appropriate compensation, if any; and (ii) is acting in such agency capacity for the Applicant for all purposes of the transactions contemplated by this Addendum. As Applicant’s agent, Broker has a fiduciary duty to Applicant.
- 2.2 Broker further acknowledges that it has a fiduciary duty to Lender (i) to use its best efforts to assure that the submitted loan is eligible for funding by Lender Parties and, (ii) to disclose all relevant facts and circumstances relating to Applicant and the Property securing a loan.

SECTION 3: LOAN ORIGINATION SERVICES AND COMPENSATION

- 3.1 **Broker Duties.** Broker will, at Broker's sole cost and expense, prepare, process and submit Loan Application Packages to Lender for funding consideration, and facilitate the closing of Loan Application Packages approved for funding by a Lender Party. Broker's services and facilities shall include, but are not limited to those services and facilities required by the Underwriting Guidelines, as amended from time to time by Lender, in its sole discretion. The specified loan origination services and facilities performed by Broker pursuant to this Section 3.1 shall be referred to in this Agreement as the “Loan Services.” Broker’s Loan Services shall specifically include, but not be limited to the following:
- 3.1.1 Analyzing the Applicant’s income and debt and pre-qualifying the prospective Applicant to determine the Applicant’s maximum loan amount;
 - 3.1.2 Obtain a Certification and Authorization from Applicant; and, collect financial information and other documentation necessary to complete the Loan Application Package;
 - 3.1.3 Order verification(s) of employment, verification(s) of deposit, appraisals, preliminary reports of title, hazard reports and any other reports and/or inspections required;
 - 3.1.4 Prepare and deliver to Applicant all disclosures as required by State and Federal laws and regulations;
 - 3.1.5 Maintain contact with all parties, advise of status, and obtain and deliver necessary documents and/or information to Lender, as required;
 - 3.1.6 Review and assess information and documentation provided by applicant to ensure the Loan Application Package complies with State and Federal law and Underwriting Guidelines.
 - 3.1.7 Take any and all other necessary steps to assist with the closing of the loan.
- 3.2 **Broker Compensation from Borrower.** Broker shall be entitled to negotiate with and receive from the Borrower(s), payable at the time of closing of a Loan, a reasonable broker’s fee for its services, that is typical in Broker's market area for the type and amount of the mortgage loan applied for, and up to a maximum of three percentage points, as approved by Lender in its sole and absolute discretion, of the loan amount funded by Lender. Broker shall disclose the fee, if any, which it charges to any Borrower(s) in writing, and in accordance with all other applicable disclosure and other legal requirements. Lender will cause such Broker fee to be disclosed on the final settlement statement, and to be collected at closing and remitted to Broker.

BROKER ACKNOWLEDGES AND AGREES THAT LENDER AND THE OTHER LENDER PARTIES ARE NOT LIABLE OR RESPONSIBLE TO BROKER FOR THE PAYMENT OF ANY CONSIDERATION FOR ANY OF THE SERVICES PROVIDED BY BROKER PURSUANT TO THIS ADDENDUM. BROKER'S SOLE CONSIDERATION SHALL BE THE BROKER'S FEE AGREED TO IN WRITING BETWEEN BROKER AND APPLICANT/BORROWER AND APPROVED BY LENDER.

THE PARTIES AGREE THAT ANY FEE OTHER THAN THE COMPENSATION DESCRIBED IN THIS SECTION IS SUBJECT SOLELY TO THE WRITTEN CONTRACTUAL TERMS AND CONDITIONS AGREED TO BETWEEN APPLICANT/BORROWER AND BROKER, AND SUCH BROKER'S FEE IS NOT A CONDITION OR A REQUIREMENT BY LENDER IN ORDER TO ACCEPT OR TO UNDERWRITE A LOAN APPLICATION PACKAGE.

SECTION 4: BROKER'S REPRESENTATIONS, WARRANTIES AND COVENANTS CONCERNING LOAN APPLICATION PACKAGES AND LOANS

As an additional inducement to Lender to enter into this Addendum and to consummate the transactions covered by this Addendum, Broker represents, warrants and covenants to Lender Parties, on behalf of itself and its officers, directors, employees, representatives and agents, that as of: (a) the date and time any Loan Application Package is submitted to Lender; (b) the date and time a loan is funded and closed; (c) throughout the time such loan remains outstanding; and (d) any other date and time as indicated or as the context of this Addendum may require:

- 4.1 No Undisclosed Additional Fees. Broker shall not accept any compensation from the Applicant/Borrower that would duplicate payment for the performance of the services described in this Addendum. Broker shall fully disclose and explain all fees to Applicant/Borrower in writing and Applicant/Borrower has agreed, in writing, to all fees received or to be received by Broker. The fees charged and received by Broker are reasonably related to the reasonable value of the services rendered by Broker in connection with the Loan Application Package and the loan. Furthermore, Broker has not agreed with any other person or entity for the payment of any referral fee, rebate, bonus, kickback or other payment, and no payment of such referral fee, rebate, bonus, kickback or other payment has been or will be made to any person, including, but not limited to, the Broker.
- 4.2 Vendors. In connection with any and all Loan Application Packages submitted to Lender, Broker shall only use real estate appraisers, credit reporting agencies or other settlement service providers or vendors that are properly licensed and comply in all respects with all applicable state and federal laws.

SECTION 5: CONFIDENTIALITY, NON-DISCLOSURE AND NON-CIRCUMVENTION

- 5.1 Non-Circumvention. Broker shall not solicit nor accept any business in any manner from Lender Investors or Third-Party Lenders the identity, contact information, or point of contact (collectively, "Purchaser Information") of which was learned (or reasonably should be known through business activities) by Broker as a result of its dealings with Lender, without the express written permission of Lender; nor circumvent or attempt to circumvent Lender, including, without limitation, contacting, discussing, or transacting business with Lender Investors and Third Party Lenders, without the prior knowledge and written consent of Lender. In the event of any circumvention or attempted circumvention, Lender shall be entitled to a legal monetary penalty equal to the maximum service it would have realized from the loan transaction, plus any and all expenses, including legal, incurred to recover the lost revenue. Notwithstanding the foregoing, non-circumvention shall not occur if Broker (a) is already in the possession of Purchaser Information at the time of disclosure by or on behalf of Lender; (b) obtained Purchaser Information from a third party without a breach of such third party's obligations of confidentiality; or (d) independently developed Purchaser Information without use of or reference to information disclosed by Lender or on behalf of Lender, as shown by credible evidence.

- 5.2 Liquidated Damages. In the event of a breach of any provision of Section 5, except for a breach pursuant where the damages are readily ascertainable, Broker acknowledges that Lender's Investor Information is valuable, special and unique to Lender's business; that it is not widely known; and that Lender's business depends on such Investor Information. If Broker breaches this Section, including a breach where the damages are not readily ascertainable, Broker acknowledges that actual damages would be difficult to ascertain. Therefore, Broker acknowledges that it must pay the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) to Lender for each individual violation described herein as liquidated damages. Broker further acknowledge that the liquidated damages outlined herein represent a fair attempt to determine the damages that would be suffered and are not a penalty.
- 5.3 Injunctive Relief. Notwithstanding Section 5.2, in the event of the breach of the terms herein by Broker, Lender shall be entitled to seek injunctive relief, both preliminary and permanent, enjoining and restraining such breach or threatened breach. Such remedy shall be in addition to all of the remedies available to Lender at law or in equity, including the right to recover from Broker any and all damages that may be sustained as a result of said breach. In addition to any other remedies available to Lender hereunder, Lender shall also be entitled to recover, by means of an accounting, any profits that Broker may have obtained as a result of such breach or threatened breach.

SECTION 6: TERMINATION OF ADDENDUM

Lender may terminate this Addendum at any time. In the event of such termination, this Addendum shall remain in full force and effect with respect to all of Broker's outstanding obligations, representations, warranties and covenants arising out of or relating to loans subject to this Addendum. Unless expressly waived by Lender in writing, the terms of this Addendum and all warranties and representations shall survive the funding of loans and subsequent sale thereof, by Lender, and shall not be affected by any investigation made by Lender on its behalf.

SECTION 7: RELEASE OF LIABILITY

Release of Liability. Broker releases Lender Parties, their respective subsidiaries and affiliates, and their present and future directors, officers, employees, attorneys, and agents, and successors and assigns from any and all claims, demands, actions, causes of action, suits, damages, attorneys' fees, costs and expenses of suit, liabilities and judgments of any kind ("Claim"), by reason of any act or omission relating to Lender Parties' use of Broker's Loan Application Package or verification of any information contained therein. Broker further indemnifies and agrees to defend and hold Lender Parties harmless with respect to any Claim made by any past, present or future owner, officer, or employee of Broker with respect to such use or verification.

[SIGNATURE PAGE FOLLOWS]



BUSINESS PURPOSE BROKER ADDENDUM

WHOLESALE BROKER APPLICATION

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Addendum as of the date first set forth above.

"BROKER"

(Company Name)

(Address)

(Signature of Broker)

(Printed Name of Broker)

(Title of Broker)

(Effective Date)

LENDER

CASTLE MORTGAGE CORPORATION
DBA EXCELERATE CAPITAL (where applicable)
A DELAWARE CORPORATION
19800 MacArthur Blvd., Suite 500, Irvine, CA 92612

(Signature of Authorized Person)

(Printed Name of Authorized Person)

(Title of Authorized Person)

OFFICER/PARTNER(S)/SOLE PROPRIETOR

(if authorized person is broker, leave blank)

(Signature of Authorized Person)

(Printed Name of Authorized Person)

(Title of Authorized Person)

(Effective Date)



BRANCH ADDITION FORM

Account AE Name: _____

****Must be completed by the Broker Company's Corporate Office**

BROKER CORPORATE OFFICE INFORMATION	
Broker Legal Company Name:	
Broker Corporate NMLS ID:	
BRANCH OFFICE INFORMATION	
Branch Legal Company Name:	
Branch DBA Name (if applicable):	
Branch Address:	
Branch NMLS ID:	
Branch Manager Name:	
Branch Manager NMLS ID:	
Branch Phone:	
Email Address:	
Note: Branch Comp Plan will automatically be set to match the Compensation Agreement on file for the Corporate office that has been approved. This will be the maximum compensation % any branch can charge.	
FOR INTERNAL USE ONLY	
Coporate Office Assigned by VP:	
Branch Addition Date:	