



WHOLESALE BUSINESS PARTNER APPLICATION

Instructions

This checklist is to be used to guide and confirm all items required to submit a complete lending application to Stronghill Capital, LLC ("Stronghill Capital"). Email the completed application and the required documents listed below to your Account Executive.

Company Name: _____

Account Executive: _____

Required Documents for Wholesale Business Submitted Applications:

Fully Completed Business Partner Application

Broker Agreement

Company Resolution

IRS Form W-9

Compliance Addendum

Anti-Money Laundering Certification

AIR Addendum

Resumes of Principal Officers and Owners

ACH Form (if desired)

BUSINESS PARTNER APPLICATION

GENERAL INFORMATION

Legal Name: _____

All DBAs (if applicable): _____

Mailing Street Address: _____

City: _____

State: _____

County: _____

Zip Code: _____

Company Phone: _____

Company Fax: _____

Company Email: _____

Company Website: _____

If Subsidiary, Name of Parent Company: _____

Parent Company Mailing Street Address (Please, no P.O. Box): _____

City: _____

State: _____

Zip Code: _____

Company's Tax I.D. #: _____

Company's NMLS Identification Number: _____ OR FDIC/NCUA#: _____

CONTACT INFORMATION AND AUTHORIZED OFFICERS

List the names of ALL companies and individuals with an ownership interest in your Company. The total ownership percentage (%) must equal 100%. Please attach an additional sheet if necessary					*Required to be listed on the Resolution
Name	Email	Phone	Title	%	Authorized Officer?
*Primary Contact					

BUSINESS PARTNER APPLICATION

USER ACCESS LIST

Please list all staff you would like to have access to our loan submission portal:

NAME	NMLS#	SYSTEM ROLE (Loan Officer/Processor/Both)	PHONE NUMBER	EMAIL ADDRESS

VOLUME

	<u>Annual Production</u>	<u>Current Year</u>	<u>Previous Year</u>
Residential 1-4 Unit N/O/O BP	_____ %	\$ _____	\$ _____
Residential 5-8 Unit N/O/ BP	_____ %	\$ _____	\$ _____
Purchase	_____ %	\$ _____	\$ _____
Refinance	_____ %	\$ _____	\$ _____

All production numbers are from January 1, _____ until _____ of current year.

BUSINESS PARTNER APPLICATION

GENERAL QUESTIONS

If you answer **YES** to any of the following questions, please provide a detailed explanation and copies of all relevant documents.

- | Yes | No | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Has your company ever been named a defendant in a lawsuit or been involved in any criminal proceedings or litigation in the past 7 years? Please include the existence of any State, Federal, or IRS liens. |
| <input type="checkbox"/> | <input type="checkbox"/> | Has any principal or officer ever been named as defendant in a lawsuit or been involved in any criminal proceedings or litigation in the past 7 years? Please include the existence of any State, Federal, or IRS liens. |
| <input type="checkbox"/> | <input type="checkbox"/> | Has any principal or officer ever been convicted of a crime? |
| <input type="checkbox"/> | <input type="checkbox"/> | Has your company or any principal or officer, ever filed for protection from creditors under any provision of the bankruptcy code within the past seven years? |
| <input type="checkbox"/> | <input type="checkbox"/> | Has your company or any principal or officer, ever had a real estate or other professional license suspended or revoked or received any other disciplinary action from a regulatory agency? |
| <input type="checkbox"/> | <input type="checkbox"/> | Has any lender enforced, or attempted to enforce, the Hold Harmless or Repurchase clause of its correspondent or broker agreement with your company or any principal or officer in the past 12 months? |
| <input type="checkbox"/> | <input type="checkbox"/> | Has any investor requested the repurchase a of mortgage or requested an indemnity in the last twenty-four months? |
| <input type="checkbox"/> | <input type="checkbox"/> | Has your company ever had a Mortgage Insurance Master Policy cancelled or suspended for any reason? |
| <input type="checkbox"/> | <input type="checkbox"/> | Has your company ever had unfavorable findings with regard to mortgage operations included in any audit examination or report by FHA, VA, FNMA, FHLMC, or any regulatory, supervisory, or investigating agency? |
| <input type="checkbox"/> | <input type="checkbox"/> | Has any owner, partner, officer, or director of your company ever been affiliated with any company/business that was suspended by FHA, VA, FNMA, or FHLMC? |
| <input type="checkbox"/> | <input type="checkbox"/> | Has there been a change in your company ownership, board of directors, or senior management in the past 12 months? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are there any affiliate relationships between your company or individuals in your company and any third parties who are engaged in real estate lending or are real-estate service providers, i.e., contract processors, appraisers, closing agents, attorneys, surveyors, property inspectors, insurers, lenders, or any other applicable situations? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does your company currently have any affiliate relationships, as defined by the Bank Holding Act of 1956, or any affiliate business arrangements (ABA's) whereby any individual or entity has common control or ownership in another company that provides real-estate related services.? |

Please list all affiliate relationships and your percentage of ownership below:

Name of Affiliate and Nature of Relationship

Percentage of Ownership/Nature of Control

Name of Affiliate and Nature of Relationship	Percentage of Ownership/Nature of Control

BUSINESS PARTNER APPLICATION

CERTIFICATIONS

Does your company have a process in place to ensure compliance with high cost and anti-predatory lending statutes for all applicable federal, state, and (if necessary) local laws? If no, please provide a detailed explanation under separate cover. Yes No

Has your company implemented and maintained a satisfactory hiring policy/process as required by the Dodd-Frank Act and Fannie Mae, including, without limitation, the following: obtain background check(s) for principal officers (including, but not limited to, a credit report, screening through the mortgage fraud database or investor exclusionary list, and confirmation of business references, etc.). Check all employees involved in the origination of mortgage loans (including management) against all watch and/or exclusionary lists, including, but not limited to, the U.S. General Services Administration (GSA) Excluded Parties List and the HUD Limited Denial of Participation List (LDP) and the Federal Housing Finance Agency (FHFA) Suspended Counterparty Program List. Business Partner will retain and make available any information and/or records regarding any of the above requirements to Stronghill Capital upon request. Yes No

Does your company rent or own commercial office space for your main location, as well as each branch location? If no, please describe your office space arrangements. Yes No

***NOT REQUIRED**

*REFERENCES

Provide 2 References:

1. Name: _____

Title of Contact Person: _____

Phone: _____ Email Address: _____

2. Name: _____

Title of Contact Person: _____

Phone: _____ Email Address: _____

I, the undersigned Officer, am authorized to provide this information to Stronghill Capital on behalf of my company. I attest to the truth and accuracy (to the best of my knowledge and belief) of all the information provided to Stronghill Capital, located at 7200 N. MoPac Expressway, Suite 100, Austin, TX 78731.

I hereby authorize Stronghill Capital, in connection with its due diligence investigation to process our application, to secure Business Reports, check references, and such other financial information as shall be reasonably required.

Signature: _____ Date: _____

Print Name: _____ Title: _____

(Must be Senior Officer of Company)



BROKER AGREEMENT

This Broker Agreement ("Agreement") is entered into as of the ____ day of _____, 20__, by and between Stronghill Capital, LLC ("Stronghill Capital") and _____ ("Mortgage Broker") (collectively, "the Parties"). The Agreement is entered into with reference to the following facts:

- A. Mortgage Broker is engaged in the business of soliciting residential mortgage loan applications and related documentation from the general public for submission to mortgage banking entities for funding consideration. Among other activities, as part of this business, Mortgage Broker negotiates the terms and conditions of residential mortgage loans on behalf of mortgage loan applicants.
- B. Stronghill Capital, LLC accepts residential loan application packages and related documentation submitted by mortgage brokers for funding consideration.
- C. The Parties desire to establish a non-exclusive relationship whereby, in accordance with the terms of the Agreement, Mortgage Broker will from time to time, and in its sole discretion and in its agency capacity for its loan applicants ("Borrowers"), submit residential loan application packages and related documentation, in compliance with Stronghill Capital's program requirements and loan origination policies and procedures ("Application Packages"), to Stronghill Capital for funding consideration.

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

1. Definitions.

"Agreement" means this Broker Agreement, by and between Stronghill Capital and Mortgage Broker, and all of the documents governing the relationship between the Parties. This Agreement may be amended or modified from time to time in Stronghill Capital's sole and absolute discretion as set forth below.

"Application Package(s)" shall mean the documentation necessary for Stronghill Capital to determine a Borrower's eligibility for a residential mortgage loan to be funded by Stronghill Capital (each, a "Loan"), which shall include, but not be limited to, a mortgage loan application and verifications of income, liabilities, and net worth, all of which shall be in compliance with the Underwriting Guidelines set forth in the Lender Requirements.

"Stronghill", "Stronghill Capital", or "Lender" means Stronghill Capital, LLC.

"Lender Requirements" means (i) qualification requirements, in place presently or as may be required in the future, for Mortgage Broker to become a Stronghill Capital Approved Broker, including subsequent periodic evaluations thereof; (ii) Guidelines for Loan Origination Services to be provided by Mortgage Broker; (iii) Mortgage Broker compensation; (iv) Code of Conduct; and (v) Wholesale Guide.

"Underwriting Guidelines" means, with respect to each Application Package, the underwriting guidelines of Stronghill Capital as set forth in the Wholesale Guide, in effect on the date an Application Package is submitted to Stronghill Capital by Mortgage Broker for funding consideration.

2. Loan Submission.

2.1 Upon execution hereof by the Parties, Stronghill Capital authorizes Mortgage Broker to submit Application Packages to Stronghill based on current Underwriting Guidelines and pricing information then in effect. Mortgage Broker agrees to submit Application Packages to Stronghill Capital that are taken by Mortgage Broker in compliance with applicable state and federal laws and in accordance with the Underwriting Guidelines then in effect.

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2.2 Stronghill Capital will make available to Mortgage Broker the current Approval Requirements, as outlined in the Wholesale Guide, which may be withdrawn or modified at any time by Lender in its sole discretion. Mortgage Broker agrees that the most current version of the Approval Requirements as of the date an Application Package is submitted will be applicable. Mortgage Broker acknowledges and agrees that the Approval Requirements are intended solely to facilitate the receipt and processing of Application Packages for underwriting and loan processing by Stronghill Capital and that compliance by Mortgage Broker with the Approval Requirements does not obligate Stronghill Capital to accept or underwrite any Application Package submitted by Mortgage Broker under any circumstances or conditions.

2.3 Mortgage Broker agrees and covenants that, as to each Borrower for whom an Application Package is submitted to Stronghill Capital, Mortgage Broker, if so required by applicable law: (i) has agreed in writing with Borrower to act as Borrower's authorized agent to negotiate a Loan, including the payment of appropriate compensation, if any; and (ii) will provide Lender a copy of the written agreement between Mortgage Broker and Borrower that states the compensation to be from Borrower to Mortgage Broker. Lender may deem Mortgage Broker to be acting in such agency capacity for Borrower for all purposes of the transactions contemplated by the Agreement.

2.4 Upon receipt of a completed Application Package from Mortgage Broker, Stronghill Capital, in its sole discretion, may underwrite and approve/deny such Application Package on the basis of Stronghill Capital's then current Approval Requirements and secondary market standards. Nothing in the Agreement constitutes a representation or commitment by Stronghill Capital that it will extend credit to any Borrower; and Lender's determination as to the creditworthiness of any Borrower, including the terms and conditions of a Loan, will be final and conclusive. Without limiting the foregoing, Stronghill Capital has the right, in its sole discretion, to approve the terms proposed in an Application Package for a Loan, including the creditworthiness of Borrower and the adequacy of the security for a Loan. Mortgage Broker shall not represent to any person, including Borrower, that Lender has approved or will approve an Application Package, or that Lender has issued or will issue a binding commitment to fund a Loan. All information contained in an Application Package will be subject to Stronghill Capital's independent verification. Stronghill Capital's independent verification (or lack thereof) of any Application Package will not reduce, waive, or otherwise modify any of the rights or remedies provided hereunder. All information and documentation to be utilized in connection with such Application Packages and Loans, including loan applications, requests for deposit verifications, state and federal consumer disclosures, promissory notes, security documents, and deeds of trust and mortgages, shall be on forms approved by Stronghill Capital, in conformance with all applicable state and federal laws and regulations, the Approval Requirements, and the Agreement.

2.5 If Stronghill Capital, in its sole discretion, approves an Application Package; Stronghill Capital may issue an approval letter setting forth the conditions upon which Lender will fund the subject Loan, along with the expiration date of the approval (the "Approval Letter"). Stronghill Capital has no obligation to fund a loan prior to fulfillment of all funding conditions contained in, or after expiration of, the Approval Letter.

2.6 Stronghill Capital will not be obligated to fund any Loan that does not, in Stronghill Capital's sole discretion, comply with the current Agreement or any exhibits thereto, the related Approval Letter, or Stronghill Capital's Approval Requirements.

2.7 All Loans will close in Stronghill Capital's name with funds provided by Stronghill Capital. At the time of the closing of the Loan, Mortgage Broker agrees to assign to Lender all of Mortgage Broker's rights, title, and interest in and to the subject Loan, the Application Package, and all materials relating to the Loan, of whatever nature or kind.

3. Loan Origination Services and Compensation.

3.1 Mortgage Broker will, at Mortgage Broker's sole cost and expense, prepare, process, and submit Application Packages to Stronghill Capital for funding consideration and facilitate the closing of Application Packages approved for funding by Lender. Mortgage Broker services and facilities will include, but will not be limited to, those services and facilities required by Stronghill Capital's Approval Requirements, as amended from time to time, at the sole discretion of Stronghill Capital. The specified loan origination services and facilities performed by Mortgage Broker pursuant to this Section 3.1 will be referred to in the Agreement as the "Loan Services." Without limiting the generality of the foregoing, Mortgage Broker shall perform the following Loan Services, or any equivalent or similar service as may be required by Stronghill Capital from time to time during the term of this Agreement:

BROKER AGREEMENT

- a) Taking information from the prospective Borrower and completing the loan application;
- b) Analyzing the prospective Borrower's income and debt and prequalifying the prospective Borrower to determine the maximum mortgage that the prospective Borrower can afford;
- c) Educating the prospective Borrower on the home buying and financing process, advising the prospective Borrower about the different types of loan products available, and demonstrating how closing costs and monthly payments could vary with each loan product;
- d) Collecting financial information (tax returns, bank statements, etc..) and other related documents that are part of the application process;
- e) Initiating/ordering VOsEs (verifications of employment) and VODs (verifications of deposit);
- f) Initiating/ordering requests for mortgage and other loan verifications;
- g) Initiating/ordering appraisals;
- h) Initiating/ordering inspections or engineering reports;
- i) Providing disclosures (truth in lending, loan estimate, and other disclosures) to the prospective Borrower;
- j) Assisting the prospective Borrower in understanding and clearing credit problems;
- k) Maintaining regular contact with the prospective Borrower, Realtors, and Lender throughout the loan process to apprise them of the status of the application and gather any additional information as needed;
- l) Ordering legal documents;
- m) Determining whether the property is located in a flood zone or ordering such service; and
- n) Participating in the loan closing.

3.2 Stronghill Capital may pay Mortgage Broker, pursuant to the terms outlined in the Broker Compensation Agreement and disbursed at the time of the funding of a Loan by the settlement agent, compensation for the Loan Services performed by Mortgage Broker at the percentage rate periodically agreed to by the Parties. All compensation paid by Stronghill Capital to Mortgage Broker, and all compensation paid by Mortgage Broker to its loan originators, shall comply with the Loan Originator Compensation Rule, as set forth in Regulation Z at 12 CFR 1026.36 and the Official Staff Commentary to Regulation Z, and in all Bulletins, Small Entity Compliance Guides, responses to Frequently Asked Questions, and/or Advisory Interpretations or Orders that have or may be published by the Consumer Financial Protection Bureau or any other federal or state regulatory agency from time to time during the term of this Agreement. All compensation paid by Lender to Mortgage Broker for its provision of the Loan Services will reflect the fair market value of the Loan Services in the market area in which Mortgage Broker performed the same. Mortgage Broker shall disclose to the Borrower its compensation, and the cost of any bona fide and reasonable third-party charge, if any, charged to Borrower, in accordance with all other applicable consumer disclosure and other legal requirements. No compensation may be received by Mortgage Broker from Borrower in connection with any Loan for which Mortgage Broker received any compensation from Stronghill Capital.

3.3 Alternatively, Mortgage Broker may negotiate and receive from Borrower, payable at the time of the closing of a Loan, compensation for its services that is typical and customary in Mortgage Broker's market area for that particular loan type. All compensation paid to Mortgage Broker by a Borrower, and all compensation then paid by Mortgage Broker to its loan originators, shall comply with the Loan Originator Compensation Rule, as set forth in Regulation Z at 12 CFR 1026.36 and the Official Staff Commentary to Regulation Z, and in all Bulletins, Small Entity Compliance Guides, responses to Frequently Asked Questions, and/or any Advisory Interpretations or Orders that have or may be published by the Consumer Financial Protection Bureau or any other federal or state agency from time to time during the term of the Agreement. Mortgage Broker shall disclose its compensation, and the cost of any bona fide and reasonable third-party charge, if any, charged to Borrower on the Loan Estimate pursuant to TRID, in accordance with all other applicable consumer disclosure and other legal requirements or, via a Good Faith Estimate, on a non-TRID transaction. No compensation will be paid by Stronghill Capital to Mortgage Broker in connection with any Loan for which Mortgage Broker received any compensation from Borrower.

3.4 THE PARTIES AGREE THAT ANY FEE OTHER THAN THE COMPENSATION DESCRIBED IN SECTION 3 OF THE AGREEMENT IS SUBJECT SOLELY TO THE CONTRACTUAL TERMS AND CONDITIONS AGREED TO BETWEEN A BORROWER AND MORTGAGE BROKER, AND SUCH MORTGAGE BROKER FEE IS NOT A CONDITION OR A REQUIREMENT BY STRONGHILL CAPITAL, LLC. IN ORDER TO ACCEPT OR ORIGINATE AN APPLICATION PACKAGE.

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4. Mortgage Broker Representations, Warranties, and Covenants.

Mortgage Broker represents, warrants, and covenants to Stronghill Capital, on behalf of itself and its officers, directors, employees, representatives and agents, that, to the best of Mortgage Broker's knowledge, information, and belief and after diligent inquiry as of (a) the date and time any 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 the Agreement may require, as follows:

4.1 Due Organization, Existence, and Good Standing. If a corporation, partnership, or other entity other than a natural person, Mortgage Broker: (i) is and shall remain duly organized and a validly existing entity in good standing in the jurisdiction under whose laws Mortgage Broker is formed; and (ii) is and shall be duly qualified to conduct its business in each jurisdiction in which such qualification is required.

4.2 All Licenses and Authorizations. Mortgage Broker, has, and shall maintain, all licenses necessary to carry on its business as now being conducted, including all licenses necessary to conduct the mortgage brokerage/lending business (if applicable) contemplated by the Agreement. Unless otherwise exempt, Mortgage Broker is licensed, registered, qualified, and in good standing in each state in which: (i) real property securing repayment of a Loan is located; and (ii) the laws of such state require licensing, registration, or qualification in order to engage in mortgage loan origination. Mortgage Broker covenants to maintain all licenses, registrations, and qualifications current and in good standing, and to keep itself, and those of its employees, agents, or representatives engaged in residential mortgage loan origination, licensed, registered, and qualified with all applicable regulatory and supervisory agencies during the term of the Agreement. Mortgage Broker covenants to adhere to and comply with any state or federal record retention requirements. Mortgage Broker further covenants to notify Stronghill Capital immediately upon the suspension, revocation, expiration, or other termination of any licenses, registrations, or qualifications of it or its loan originators, or of the taking of any formal or informal administrative or judicial action by any regulatory or supervisory agency against Mortgage Broker or its loan originators that could adversely affect Mortgage Broker licenses, registrations, and qualifications.

4.3 Authority and Capacity; Consent; Enforceability of Agreement. Mortgage Broker has the full power, authority, and capacity to enter into this Agreement; and this Agreement has been duly authorized, executed, and delivered by Mortgage Broker and constitutes a valid and binding obligation of Mortgage Broker, including its officers, directors, employees, representatives, and agents, enforceable in accordance with its terms. No consent, approval, authorization, or order of any court or governmental agency or body is required for the execution, delivery, and performance by Mortgage Broker of, or compliance by Mortgage Broker with, the Agreement or the consummation of the transactions contemplated by the Agreement or, if required, such consent approval or authorization has been obtained. Mortgage Broker's compliance with the terms and conditions of the Agreement will not violate any provisions of its charter documents, if any; any instrument relating to the conduct of its business; or any other agreement, law, or regulation to which it may be a party or under which it may be governed.

4.4 Absence of Claims. Except as previously disclosed by Mortgage Broker to Stronghill Capital in a writing attached to the Agreement as Exhibit B, there is not pending or, to Mortgage Broker's knowledge, threatened any suit, action, arbitration, or legal, administrative, or other proceeding or investigation, including an allegation of fraud by another lender, against Mortgage Broker or its current or former officers, directors, shareholders, employees, representatives, and/or agents that would prevent the execution, delivery, and performance by Mortgage Broker of its obligations under the Agreement or that could have a material adverse effect upon Mortgage Broker's business, assets, financial condition, or reputation, or upon any Application Package submitted for funding by Stronghill Capital.

4.5 Disclosure and Validity of Information. To the best of Mortgage Broker's knowledge, information, and belief and after diligent inquiry, Mortgage Broker shall make prompt, timely, full, accurate, and truthful disclosure to Stronghill Capital of all facts, information, and documentation that Mortgage Broker knows, suspects, or has notice of that could affect, or has affected, the eligibility, validity, collectability, collateral value, security, or enforceability of any Application Package submitted by Mortgage Broker for funding consideration by Stronghill Capital. All information set forth in mortgage application(s) prepared by Mortgage Broker for submission to Stronghill Capital included in an Application Package, including all written attachments thereto, is and shall be true, correct, currently valid, and genuine. Mortgage Broker is not aware of any errors, omission, misrepresentation, negligence, fraud, or similar occurrence with respect to an Application Package or a Loan has taken place on the part of any person or entity, including, without limitation, Mortgage Broker and its officers, directors, employees, representatives, and agents, Borrower, any appraiser, any builder or developer, or any person involved in the preparation

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and/or submission of an Application Package to Stronghill Capital or the origination of a Loan.

4.6 Control of Documents. Mortgage Broker shall maintain direct and indirect possession and control of all credit, income, or deposit verification documentation submitted to Lender with respect to any Application Package or Loan.

4.7 Ownership. Unless advance written consent is given by Stronghill Capital to Mortgage Broker to the contrary, Mortgage Broker shall have no direct or indirect interest (including, but not limited to, any ownership interest) in any real property related in any manner with a Loan or in any property pledged as security for a Loan, or an affiliation or relationship with any person or entity having a financial interest in a Loan, an Application Package, or a Loan transaction. Other than the compensation described in Section 3 of the Agreement, Mortgage Broker has not received any other form of financial remuneration or benefit, direct or indirect, from any person or entity relating to a Loan transaction.

4.8 Compliance with Laws. In connection with its solicitation, processing, and submission of an Application Package pursuant to this Agreement, Mortgage Broker, for itself and on behalf of every other person or entity involved in the Loan transaction, covenants and agrees that it and they will comply fully and in a timely manner with all applicable state and federal consumer protection and disclosure laws, including, but not limited to, the following: (i) the Truth-in-Lending Act, and Regulation Z; (ii) the Equal Credit Opportunity Act, and Regulation B; (iii) the Home Mortgage Disclosure Act, and Regulation C; (iv) the Real Estate Settlement Procedures Act, and Regulation X; (v) the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (vi) the Gramm-Leach-Bliley Act, and Regulation P; (vii) the SAFE Mortgage Licensing Act, and Regulation G; (viii) the Mortgage Acts and Practices-Advertising Act, and Regulation N; (ix) the Federal Fair Housing Act, and similar state and federal nondiscrimination housing laws and regulations; (x) the TIL-RESPA Integrated Disclosures (TRID) rules; and (xi) all other federal and state laws, rules, and regulations as they relate to fair lending, consumer credit disclosures and notices, broker related notices and disclosures, privacy rights, and record retention requirements. At all times Mortgage Broker represents and warrants, for it, and every other person or entity involved in the Loan transaction, that it and they shall be in compliance with Stronghill Capital's fair lending policy and any amendments thereto. Mortgage Broker covenants and warrants to provide compliance training pertaining to all aforesaid laws, regulations, and rules, and any amendments thereto, on a continuing basis throughout the term of the Agreement, including compliance with the Lender Requirements. Mortgage Broker is in full compliance with all real estate mortgage lending or other regulatory or supervisory agencies having jurisdiction over Mortgage Broker's activities to the extent necessary to ensure the enforceability of the Loans.

4.9 Fees. The nature, character, and amount of any fee charged or received by Mortgage Broker and payable by Borrower in connection with an Application Package or a Loan will be determined solely by direct negotiations between Mortgage Broker and Borrower. The total fees to be received by Mortgage Broker shall be separately itemized, fully disclosed, explained, and agreed to in writing by Borrower, reasonably related to the value of the services rendered, and will represent a reasonable and customary fee in the market area in which those services were performed.

4.10 Compensation Only on Closed Loans. If Stronghill Capital does not fund and close, for any reason whatsoever, a Loan submitted by Mortgage Broker, or a loan is closed or funded and then rescinded, Stronghill Capital has no obligation to pay Mortgage Broker for the performance of the Loan Services or any sum owed to Mortgage Broker by Borrower arising out of a Loan, nor shall Lender have any obligation to pay Mortgage Broker compensation for any sum in connection with the Application Package.

4.11 No Kickbacks. There is no agreement between Mortgage Broker and 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 Borrower and/or Mortgage Broker.

4.12 Services to Borrower. If applicable law so requires, Mortgage Broker is acting as the authorized agent of Borrower with respect to the submission of an Application Package and the negotiation of a Loan and has entered into a contract with Borrower authorizing Mortgage Broker to act in such agency capacity for Borrower concerning the transactions contemplated by the

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Agreement. Mortgage Broker has observed and shall observe and fully discharge any applicable duties owed by Mortgage Broker to Borrower under law with respect to each Borrower and related Application Package that is submitted by Mortgage Broker to Stronghill Capital for funding consideration pursuant to this Agreement. Without limiting the foregoing, whenever obligations are required by such duty, law, or Stronghill Capital guidelines and/or agreements, Mortgage Broker, including its officers, directors, employees, representatives, and agents, has provided to Borrower any and all requisite disclosures, including, but not limited to, those pertaining to Mortgage Broker compensation and has obtained any and all requisite agreements and authorizations. All services performed by Mortgage Broker were performed to the full satisfaction of Borrower by Mortgage Broker and in accordance with the legal, prudent, accepted, and customary standards in the mortgage lending industry. Mortgage Broker is not aware of any dispute or claim by any Borrower that all such services were not fully and satisfactorily performed. No Borrower has any claim or defense against Mortgage Broker, and its officers, directors, employees, representatives, and agents, by reason of any act or omission of Mortgage Broker, and its officers, directors, employees, representatives, and agents, arising out of or related in any manner to an Application Package, a Loan, or a Loan transaction.

4.13 Corrections. Mortgage Broker shall, upon request by Stronghill Capital, take all actions necessary, in a timely and an accurate manner, to obtain corrections to any and all Loan documents, as may be appropriate, and to otherwise assist Stronghill Capital in remedying any matter not in compliance with applicable law, regulations, or Stronghill Capital's Lender Requirements, including, without limitation, assisting Stronghill Capital in obtaining recorded documentation relating to a Loan and title policies from closing agents.

4.14 Use of Approved Vendors. Mortgage Broker has not and shall not utilize any real estate appraiser, credit reporting agency, or other settlement service providers or vendors in connection with an Application Package that do not comply in all respects with all applicable state and federal laws and such standards as may be set forth in the Lender Requirements.

4.15 Credit Life Insurance. Mortgage Broker may not sell, or offer to sell, credit life insurance to Borrowers without prior disclosure of such sale, or offer to sale, to Stronghill Capital and proper disclosure of the same to Borrower.

4.16 Appraisals. Mortgage Broker shall order its appraisals through Lender's approved Appraisal Management Companies pursuant to the instructions listed on Lender's website (or other location) and shall comply with all applicable federal and state laws, regulations, and rules regarding appraiser and valuation independence.

4.17 Current Version of the Broker Agreement and Lender Requirements. The Agreement is subject to change, from time to time, at Stronghill Capital's sole discretion. Broker is responsible for reviewing any changes. Mortgage Broker has access to the most recent version of the Agreement and the Lender Requirements, as provided by Stronghill Capital, and has strictly complied with all requirements set forth therein. Without limiting the foregoing, Mortgage Broker agrees with, and consents to, all terms and conditions set forth in the current version of the Agreement. By submitting an Application Package to Stronghill Capital, Mortgage Broker agrees to comply in all respects with all amendments and modifications set forth to the Agreement and the Lender Requirements, including any amendments delivered to Mortgage Broker pursuant to the terms of Section 14.4.

4.18 Anti-Money Laundering. Mortgage Broker has established and implemented a written Anti-Money Laundering ("AML") program that is reasonably designed to prevent Mortgage Broker from being used to facilitate money laundering or the financing of terrorism. Mortgage Broker represents and warrants that its AML program, at a minimum: (i) incorporates policies and procedures and internal controls for complying with the Bank Secrecy Act ("BSA"); (ii) designates a qualified compliance officer responsible for ensuring that the AML program is implemented effectively, and includes regular and ongoing monitoring of Mortgage Broker's employees and agents to ensure compliance with that program; (iii) provides for ongoing AML training of Mortgage Broker's employees and agents; (iv) provides for independent testing of Mortgage Broker's AML program to determine compliance by its employees and agents; and (v) implements risk-based procedures for conducting ongoing customer due diligence. In addition, Mortgage Broker represents and warrants that it has implemented policies and procedures to ensure that Suspicious Activity Reports ("SAR's") are filed electronically, and in a timely manner, in connection with Loan transactions of \$5,000 or more if Broker knows, or has reason to suspect, that the transaction: (a) involves funds derived from illegal activity; (b) is designed to evade the BSA or Mortgage Broker's AML program; (c) has no apparent business or lawful purpose; or (d) is intended to facilitate criminal activity;

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4.19 Compliance Management System. Mortgage Broker certifies that it maintains an effective quality control program and Compliance Management System ("CMS") designed to prevent violations of federal consumer financial law and associated consumer harm. Mortgage Broker shall make available, upon the request of Stronghill Capital: (a) copies of Mortgage Broker's written policies, procedures, internal controls, and training materials relative to Mortgage Broker's employees and/or agents who have consumer contact and/or any consumer compliance responsibilities in connection with residential mortgage loan origination; and, (b) permit Stronghill Capital access, during normal business hours, to the offices of Mortgage Broker in order that Stronghill Capital may make appropriate on-site reviews as maybe necessary to confirm the propriety and effectiveness of Mortgage Broker's CMS, including an examination of Mortgage Broker's internal controls and procedures that are designed to protect against a violation of federal consumer financial law and associated consumer harm. Mortgage Broker agrees to report to Stronghill Capital within three (3) days: (a) any consumer complaint that in any way involves any of the services contemplated by the Agreement or an Application Package submitted to Stronghill Capital for funding consideration; (b) any consumer complaint which involves federal consumer financial law, whether or not related to the services contemplated by the Agreement; (c) any legal or regulatory action that alleges a violation of federal consumer financial law; and/or, (d) any changes in senior management. It is expressly understood and agreed that the terms of this Section 4.19 are a material condition and inducement to Stronghill Capital to enter into this Agreement. Mortgage Broker expressly understand and agrees that any failure of Mortgage Broker to fully perform, in whole or in part, any of the terms of this Section constitutes a material breach of the Agreement and is grounds for its immediate termination.

4.20 Tax Reporting Requirements. Section 6050H of the United States Internal Revenue Code, and regulations promulgated thereunder (collectively, the "Reporting Requirements"), require an information return using Form 1098 to be made to the United State Internal Revenue Service, and a statement to be furnished to the Payer of Record (as defined in the Reporting Requirements), in connection with each loan transaction. Each loan Mortgage Broker designates Stronghill Capital Inc. as the "Reporting Person" (as defined in the Reporting Requirements) with respect to the transaction as permitted by the applicable provision of the Internal Revenue Code.

5. Mortgage Broker's Indemnification

Mortgage Broker hereby agrees to indemnify and hold Stronghill Capital, and its officers, directors, employees, shareholders, representatives, successors, assigns, agents, and affiliates (collectively, the "Indemnitees"), harmless from and against, and shall reimburse the Indemnitees with respect to, any and all losses, damages, demands, claims, liabilities, costs, and expenses, including reasonable attorneys' fees, whether or not a lawsuit is filed (collectively, "Losses"), of any nature or cause whatsoever, incurred by reason of or arising out of or in connection with, (a) any investigation undertaken by Lender with respect to any document included as part of an Application Package; (b) Mortgage Broker's breach of any representation, warranty, or covenant contained in the Agreement; (c) Mortgage Broker's failure to perform any of its obligations under the Agreement; or (d) any claim by a Borrower resulting from Stronghill Capital's failure or refusal to fund a Loan. Mortgage Broker's obligation to fully indemnify the Indemnitees under the Agreement shall not be affected by Stronghill Capital taking any of the following actions with or without notice to Mortgage Broker: (i) liquidation, repayment retirement, or sale or resale of any Loan; (ii) foreclosure of any Loan; or (iii) sale or resale of any real or personal property securing any Loan. For the purposes of this Agreement, including this Section 5, Mortgage Broker specifically covenants, represents, and warrants that the knowledge and actions of Mortgage Broker's officers, directors, employees, representatives, and agents shall be imputed to, and be deemed the actions of, Mortgage Broker.

6. Privacy.

Each of the Parties shall comply in all respects with their respective state and federal obligations concerning the privacy of Borrower data in their possession. Without limiting the foregoing, each of the Parties shall comply in all respects with the requirements of Title V of the Gramm-Leach-Bliley Act and the Federal Trade Commission's implementing regulations, including, without limitation, the Federal Trade Commission's Safeguards Rule.

7. Non-Solicitation / Early Payoff.

7.1 Non-Solicitation. Without the prior written consent of Lender, for a period of twelve (12) months following the date of funding of a Mortgage Loan, Mortgage Broker hereby agrees that it will not take any action, or permit or cause any action to be taken, to solicit a Mortgagor under such Mortgage Loan for the purpose of refinancing such Mortgage Loan, in whole or in part. This Section shall not apply to solicitations to the public at large, such as television or newspaper advertisements.

BROKER AGREEMENT

7.2 Early Payoff. Stronghill Capital may demand that Mortgage Broker reimburse Stronghill Capital for the amount paid by Stronghill Capital to Mortgage Broker for any Loan submitted by Mortgage Broker that results in an early payoff. Within thirty (30) days of receipt of Stronghill Capital's notice, Mortgage Broker shall pay to Stronghill Capital the amount set forth in Stronghill Capital's notice to Mortgage Broker. An early payoff period is defined as a period of 180 days from funding.

8. Disclosure of Information; Confidentiality.

Mortgage Broker shall not sell or otherwise transfer any list of Borrowers to whom Stronghill Capital has made a Loan hereunder without the prior written consent of Stronghill Capital and shall comply with all state and federal privacy regulations. Mortgage Broker agrees that information concerning Stronghill Capital's business (including that of all corporate affiliates) is "Confidential Information" and proprietary and shall be maintained in confidence and not disclosed, used, duplicated, published, disseminated, or otherwise made available, except as described in this Section. Confidential Information includes, without limitation, pricing sheets, lists of, or other information relating to and identified with customers, former or prospective customers or Borrowers, trade secrets, confidential and proprietary methods, techniques, processes, applications, approaches, and other information of Stronghill Capital in various forms, which information is used or is useful in the conduct of Stronghill Capital's business, including Stronghill Capital's origination, purchase, and sale of mortgage products and the subject matter of the Agreement. Mortgage Broker may use Confidential Information of Stronghill Capital only in connection with performance under the Agreement. Except as described in the Agreement, the Parties shall not copy Confidential Information or disclose Confidential Information to persons who do not need Confidential Information in order to perform under the Agreement. Mortgage Broker shall maintain the confidentiality of and protect Stronghill Capital's Confidential Information in accordance with all relevant state and federal laws, regulations, rules, and guidelines, including, but not limited to, the GLBA, the FCRA, and all applicable regulations related thereto. Mortgage Broker, on behalf of itself and its officers, employees, agents, successors, and assigns, understands and agrees to implement, utilize, and maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Confidential Information from unauthorized access, destruction, use, modification, or disclosure, and agrees that it will not retain copies of any such information and that it will not use or disclose such Confidential Information to its commercial advantage or in any other manner, except in the performance of the Agreement. Confidential Information shall be returned to Stronghill Capital upon termination of the Agreement. Confidential Information does not include information that is generally known or available to the public or that is not treated as confidential by the Party claiming such information to be confidential; provided, however, that this exception shall not apply to any publicly available information to the extent that the disclosure or sharing of the information by one or both Parties is subject to any limitation, restriction, consent, or notification requirement under any applicable federal or state information privacy law or regulation then in effect. If Mortgage Broker is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, or other judicial, governmental, or administrative process) to disclose any Confidential Information, Mortgage Broker will provide Stronghill Capital with prompt written notice thereof so that Stronghill Capital may seek an appropriate protective order or waive, in such instance, compliance with the applicable provisions of the Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Mortgage Broker, in the opinion of its counsel, is compelled to disclose Confidential Information, Mortgage Broker may disclose that portion of the Confidential Information that its counsel advises it in writing that it is compelled to disclose. Mortgage Broker expressly consents to the entry of a protective order with regard to this confidentiality provision, it being understood that mere money damages would be insufficient in the event of a breach of this Section 8. The Parties agree that such breach, whether threatened or actual, will give Stronghill Capital the right to obtain equitable relief (i.e., obtain an injunction to restrain such disclosure or use without the requirement of posting a bond), and pursue all other remedies Stronghill Capital may have at law or in equity. The Parties agree that this Section 8 shall survive the termination of the Agreement.

9. Cost and Expenses.

Mortgage Broker shall, during and after the term of the Agreement, be responsible for and shall promptly pay in full all costs and expenses directly or indirectly incurred in performing its duties hereunder. Except as specifically set forth in the Agreement, Mortgage Broker has no right to reimbursement of any such costs or expenses from Stronghill Capital.

BROKER AGREEMENT

10. Termination of Agreement.

The Termination Agreement may be terminated by either Party, with or without cause, upon ten (10) days written notice to the other. Termination of the Agreement will not affect the Parties' respective obligations with respect to Application Packages submitted by Mortgage Broker to Stronghill Capital and to Loans funded by Stronghill Capital prior to the effective date of the termination of the Agreement. Termination of the Agreement will not extinguish Mortgage Broker's obligations to Stronghill Capital as provided in the Agreement. Upon Stronghill Capital's termination of the Agreement due to Mortgage Broker's breach of a representation or warranty contained herein, or upon Stronghill Capital's discovery of fraud, Stronghill Capital may, in its sole discretion, elect to fund any other Application Package submitted by Mortgage Broker that has not yet closed, but shall be under no obligation to do so.

11. Mandatory Binding Arbitration. The intent of the Parties to the Agreement is that any and every dispute by and between them, including, without limitation, any dispute arising out of or relating to the Agreement or the breach, termination, enforcement, interpretation, or validity thereof, be resolved by the mandatory binding arbitration. This includes, but is not limited to, the determination of the scope or applicability of the Agreement to arbitrate. The arbitration will be conducted before a sole arbitrator in accordance with the laws of the State of Texas for agreements made in and to be performed in Texas. The arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules and Mediation Procedures. Arbitration initiated by Mortgage Broker against Lender shall be conducted in the County of Travis, Texas. Arbitration initiated by Lender against Mortgage Broker shall be conducted in the state and county in which Mortgage Broker's main office is located, or in the nearest state and/or county thereto in which AAA maintains a permanent office. Judgment on any award may be entered in any court having jurisdiction. The provisions of this Section 11 may be enforced by any court having jurisdiction; and the Party seeking enforcement will be entitled to an award of all costs, fees, and expenses, including attorneys' fees, to be paid by the Party against whom enforcement is ordered.

12. Status of Mortgage Broker as Independent Contractor.

Lender and Mortgage Broker acknowledge and agree, and Mortgage Broker covenants, warrants, and represents to Stronghill Capital, that Mortgage Broker is an independent contractor. Nothing in the Agreement is intended, nor shall anything in the Agreement be construed, to make or deem Mortgage Broker a joint venture, partner, representative employee, or agent of Stronghill Capital; and Mortgage Broker is expressly prohibited from holding itself out as such, nor shall Mortgage Broker hold itself out at any time as the representative of Stronghill Capital in any area, state, or jurisdiction in which Stronghill Capital conducts its business. Mortgage Broker is expressly prohibited from using Stronghill Capital's name in any advertising.

13. Corporate Documents; Licenses; Authorities.

In connection with Mortgage Broker's representations and warranties as set forth in Sections 4.1, 4.2, and 4.3, prior to execution of the Agreement, Mortgage Broker shall have delivered to Stronghill Capital, as applicable:

13.1 a current certificate of its jurisdiction of incorporation to the effect that Mortgage Broker is a corporation or other entity validly existing and in good standing under the laws of such jurisdiction;

13.2 a certificate of the duly authorized secretary or assistant secretary of Mortgage Broker attaching: (i) evidence of such corporate action or authorization as is necessary to approve of the Agreement and the authorization of the officers of Mortgage Broker to sign the Agreement; and (ii) specimen signatures of the officers of Mortgage Broker authorized to sign the Agreement;

13.3 a copy, certified as true by the secretary or assistant secretary of Mortgage Broker, of the charter and the by-laws or operating agreement of Mortgage Broker; and

13.4 all other documents, instruments, and writings required to be delivered by Mortgage Broker pursuant to the Agreement, including, but not limited to, copies of all licenses issued by any relevant governmental authority and those documents set forth in Sections 4.1 and 4.2 of the Agreement.

If requested by Stronghill Capital, Mortgage Broker shall annually hereafter, within 120 days of Mortgage Broker's fiscal year-end, also deliver to Stronghill Capital all corporate documents referenced in Section 4 reflecting all transactions and changes occurring in the prior fiscal year. Mortgage Broker shall further deliver to Stronghill Capital, upon request, such financial information concerning Mortgage Broker as Stronghill Capital may require from time to time, including, without limitation, the balance sheets of Mortgage Broker, and related statements of income, changes in stockholder equity, and cash flows.

BROKER AGREEMENT

14. Miscellaneous.

14.1 Right to Offset. Amounts owed by Mortgage Broker to Stronghill Capital under the Agreement may, at Stronghill Capital's option and at its sole discretion, be offset by Stronghill Capital against any payments then or thereafter owed by Stronghill Capital to Mortgage Broker.

14.2 Books and Records. Mortgage Broker shall maintain and retain accurate books and records with respect to all Application Packages for the time period required by applicable law or as may be required by Stronghill Capital. Stronghill Capital and its agents or representatives have the right to inspect Mortgage Broker books and records during regular business hours and upon reasonable notice in order to confirm the accuracy of information supplied by Mortgage Broker to Stronghill Capital with respect to any Application Packages and the Agreement and to confirm Mortgage Broker's compliance with the Agreement.

14.3 Notices. All notices required hereunder shall be in writing, delivered to the last known addresses of the Parties, as may amended from time to time by written notice, and shall be deemed to have been given, made, and received only: (a) upon personal delivery to a Party; (b) one (1) business day after the date of deposit if delivered by a nationally recognized courier service offering guaranteed overnight delivery; or (c) five (5) business days after deposit in the United States first class mail, certified mail, postage prepaid, return receipt requested.

14.4 Electronic Delivery and Amendment to the Agreement and Lender Requirements. Notwithstanding the requirements of Section 14.3 of the Agreement, the Parties agree that Stronghill Capital may deliver Lender Requirements and/or the current Agreement, and all amendments thereto, by posting a copy of the current version of the Agreement and Lender Requirements and such amendments at a website identified by Lender or by transmitting an electronic version of the Lender Requirements and/or the current version of the Agreement and such amendments to an e-mail address provided by Mortgage Broker.

14.5 Electronic Consent by Lender. Unless an electronic communication specifically contains a statement that the communication is intended as an electronic signature or consent by Stronghill Capital, such communication will not constitute an electronic signature or consent by Stronghill Capital pursuant to the Electronic Signatures in Global and National Commerce Act or comparable state or federal laws or regulations.

14.6 Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of the Agreement, the repurchase of a Loan or Loans, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of the Agreement, the prevailing Party will be entitled to reasonable attorneys' fees and other costs incurred in that action or proceeding, whether or not a lawsuit is filed, in addition to any other relief to which it or they may be entitled.

14.7 Assignment. Mortgage Broker may not assign the Agreement or its duties herein, and any attempted assignment shall be void. Lender may assign the Agreement and its rights and duties hereunder without the consent of Mortgage Broker.

14.8 Entire Agreement; Amendment. The Agreement, together with all exhibits, the Approval Letters, and the most current version of the Lender Requirements, constitutes the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof; and any other agreements, express or implied, entered into prior to the Agreement are null and void and of no force or effect. Lender may amend the terms of the Agreement by delivering to Mortgage Broker an amended Agreement in accordance with Section 14.3 or Section 14.4 of the Agreement. Such amendment(s) will constitute the current version of the Agreement and be deemed accepted and incorporated into the Agreement if Mortgage Broker submits an Application Package to Stronghill Capital Inc. subsequent to the date that the amended Agreement is delivered to Mortgage Broker. Mortgage Broker may not supplement, modify, or amend the Agreement unless such supplement, modification, or amendment is agreed to in writing by an authorized representative of Stronghill Capital Inc.

14.9 Waivers or Remedies. Stronghill Capital's failure or delay to audit any Loan prior to funding and closing, or to exercise any right or remedy available under the Agreement or at law or equity, will not act as a waiver of any other right or remedy, nor will any single or partial exercise of any right preclude any other or further exercise thereof. No waiver of any of the provisions of the Agreement shall be deemed, or will constitute, a waiver of any other provisions, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the Party making the waiver. All remedies shall be cumulative and nonexclusive.

14.10 Partial Invalidity. If any provision of the Agreement is held to be invalid, void, or unenforceable, the remaining

BROKER AGREEMENT

provisions will nevertheless continue in full force and effect.

14.11 **Further Assurances.** Each Party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of the Agreement. In the event Lender receives notice that any Borrower has exercised his or her right of rescission after Stronghill Capital has disbursed any loan proceeds, Mortgage Broker shall promptly return to Stronghill Capital all amounts collected by Mortgage Broker from Borrower in connection with the Loan, regardless of whether such amounts were disbursed by Mortgage Broker to the other parties.

14.12 **Governing Law.** The Agreement will be governed by and construed in accordance with the laws of the State of Texas without consideration of choice of law principles.

14.13 **Choice of Forum.** Any judicial proceeding brought against any of the Parties hereto with respect to the Agreement shall be brought in any court of competent jurisdiction in Travis County, Texas, or in the Federal District Court for the District of Texas, irrespective of where such Party may be located at the time of such proceeding. By execution and delivery of the Agreement, each of the Parties hereby consents to the exclusive jurisdiction of any such court and waives any defense or opposition to such jurisdiction.

14.14 **Waiver of Jury Trial.** EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

14.15 **No Third-Party Beneficiary.** The Agreement is intended to facilitate the submission of Application Packages by Mortgage Broker to Lender; and no third-party beneficiary rights are intended or may be implied in any manner or form, including any rights to benefits with respect to a Borrower.

14.16 **Mortgage Broker Affiliates.** Mortgage Broker shall disclose to Stronghill Capital, upon request, the identity of all Affiliates involved, directly or indirectly, in the provision of the Loan Services and/or in the discharge of Mortgage Broker's obligations under the Agreement. For purposes of this Section 14.16, the term "Affiliates" shall mean and refers to any person directly or indirectly controlling, controlled by, or under common control with Mortgage Broker.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute the Agreement as set forth above on this ____ day of _____, 20____.

(Mortgage Broker Name)

Signature Date

Print Name

Title

Stronghill Capital, LLC

Signature Date

Print Name

Title



BROKER COMPENSATION AGREEMENT

COMPENSATION AGREEMENT

For all Loans covered by the Agreement, the amount of compensation Mortgage Broker/Originator will receive where Stronghill Capital, LLC, is paying all of the compensation is:
(1.00% minimum / 2.75% Maximum)

Select One:

Business Purpose Loans Only.

Business Purpose & Consumer Purpose*. Choose Lender Paid Compensation:

<input type="checkbox"/> 1.000%	<input type="checkbox"/> 1.750%	<input type="checkbox"/> 2.500%
<input type="checkbox"/> 1.250%	<input type="checkbox"/> 2.000%	<input type="checkbox"/> 2.750%
<input type="checkbox"/> 1.500%	<input type="checkbox"/> 2.250%	

**Lender Paid Compensation is only for Consumer Purpose Loans*

NOTE: FOR BROKERED TRANSACTIONS, AT A MINIMUM, THE STRONGHILL CAPITAL ADMINISTRATION FEE MUST ALSO BE INCLUDED IN THE QM POINTS AND FEES LIMIT OF 3.00% IF THE LOAN IS LOCKED WITH THE "NO-FEE" OPTION AND PRICE ADJUSTMENT, THEN THE MAXIMUM BROKER COMPENSATION IS 2.750%. THEREFORE, IT IS IMPORTANT FOR EACH MORTGAGE BROKER TO CAREFULLY EVALUATE DIFFERENT LOAN SCENARIOS TO ENSURE THAT THE SELECTED COMPENSATION PLAN WILL NOT RESULT IN LOANS THAT WILL BE UNABLE TO MEET THE QM POINTS AND FEES LIMIT.

The percentage amount chosen can be reviewed or changed **once every 90 days**. Any change in this amount will be applied to new loans locked with Stronghill Capital after the effective date of the change. The Mortgage Broker/Originator must notify Stronghill Capital of any change in the compensation amount within 14 days of the start of a new 90-day period.

If no change is requested in writing, then the current Compensation Amount on record will remain in effect for the next 90-day period and each succeeding 90-day period that there is no change requested. No change in the compensation amount will affect the validity of any other term or condition of the Agreement.

Return all completed compensation plans to TPOApproval@Stronghill.com (if not submitted with initial approval package). Copy your Account Executive on your email.

Originator Company Name

Stronghill Capital, LLC
Creditor

Name/ Title of Authorized Officer

Name/ Title of Authorized Officer

Signature Date

Signature Date

COMPANY RESOLUTION

Resolution of

[Company Name]

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

- Corporation
- Limited Liability Partnership
- Limited Liability Company
- Partnership
- Sole Proprietorship

At a Meeting or by unanimous written consent of the Board of Directors of the above-named organization held on/dated _____, 20____, the following Resolution was adopted:

BE IT RESOLVED that the individuals listed below are hereby authorized to act on behalf of _____ and he/she/they are hereby expressly authorized to apply to Stronghill Capital for approval as a Business Partner, to enter into contracts, and to execute all documents and instruments necessary to properly effectuate the purpose of obtaining said approval and to transact business with Stronghill Capital

Name

Title

Name

Title

Name

Title

ATTEST

ATTEST

Signature

Signature - Officer of Corporation/LLC/LLP

- Secretary of Corporation or LLP
- Manager of LLC
- Sole Proprietor
- Partner

COMPLIANCE ADDENDUM

With reference to the Agreement to which this Compliance Addendum is attached and required, any loans submitted by the undersigned Mortgage Broker/Originator (“Originator “or “Business Partner”) must be underwritten to Stronghill Capital’s sole satisfaction. All Loans must meet or exceed minimum state and federal compliance requirements, as well as quality control guidelines as prescribed by, as appropriate, the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corporation, HUD/FHA/VA, and other public and private investors doing business with Stronghill Capital. By signing below, Originator agrees to maintain compliance controls and a quality control system as described below.

- A. Credit reports shall be ordered only from vendors that comply with the Fair Credit Reporting Act, and with HUD/FHA, VA, FNMA, and FHLMC regulations, and all applicable federal and state laws. All credit reports must collect and contain information from at least two (2) national credit repositories and public records. No copy of the credit report is to be released to any person other than Lender or Borrower. Any discussion pertaining to the credit report by Borrower is to be referred to the credit reporting agency.
- B. Appraisals shall be performed only by certified appraisers who are licensed by the applicable state licensing authority and in good standing, Stronghill Capital will, at its sole option, determine the need for a new appraisal, field review, or desk review.
- C. Originator will not collect payment information or otherwise impose any fee, other than reasonable credit report fees, prior to a Borrower’s receipt of a Loan Estimate and a Borrower’s indication of an intent to proceed with the transaction.
- D. Originator certifies that she/he/it has updated its internal controls and trained staff to comply with the new TILA-RESPA Integrated Disclosures (TRID) and rules, which became effective October 3, 2015.
- E. All verifications of employment, deposits, and other assets shall be mailed directly to the verifying entity. No such verifications will be hand carried by an employee of Originator.
- F. Telephone verification of employment, banking relationships, and asset verifications shall be performed on all alternative and reduced documentation Loans. The Loan file shall contain the contact name, telephone number, contact date, and specific data collected in each such telephone verification contact.
- G. All appropriate Loan disclosures shall be provided to Borrower by the Originator within three (3) business days from the date of Loan application. This includes, but is not limited to, the Loan Estimate, all Fair Lending notices, and other disclosures as required by state and federal law.
- H. All copies of documentation furnished by Borrower are to be stamped as a certified copy of the original document.
- I. Upon Stronghill Capital’s decision to approve or deny any Loan, the applicant(s) will receive written notice of such disposition.
- J. Business Partner is responsible for establishing a Quality Control and Compliance Policy that ensures compliance with the GSE’s, secondary market investors, and state and federal requirements. Stronghill Capital may request a copy of the Policy at any time, and Business Partner must provide a copy of the Policy for review.
- K. Business Partner is responsible for establishing a Red Flags / Identity Theft Prevention Program to detect, prevent, and mitigate identity theft in connection with mortgage loans. Any Red Flags discovered with respect to any Loan submitted to Stronghill Capital shall be reported to Stronghill Capital immediately.

By signing below, Business Partner accepts and agrees to the terms, duties, warranties, and representations contained in this Addendum.

Signature: _____

Date: _____

Print Name: _____

Title: _____

ANTI-MONEY LAUNDERING CERTIFICATION

_____ (“Company”) hereby certifies to Stronghill Capital, LLC (“Stronghill Capital”) that Company has met and will meet on an ongoing basis all of the responsibilities and obligations listed below:

RESPONSIBILITIES AND OBLIGATIONS

1. Company has implemented and will maintain a satisfactory Anti-Money Laundering (AML) Program as required by 31 CFR Parts 1010 and 1029, including, without limitation, the following:
 - a. The development and implementation of effective internal policies, procedures, and controls;
 - b. The designation of a qualified compliance officer responsible for managing the AML Program;
 - c. An ongoing AML employee training program;
 - d. An independent audit function to test the AML Program at least annually; and
 - e. Implementation of risk-based procedures for conducting ongoing customer due diligence.
2. Company will perform all obligations under the Anti-Money Laundering laws and regulations, and any amendment thereto, as to (i) verifying and identifying each customer or client of Company, and (ii) monitoring, recordkeeping, reporting, and other obligations regarding transactions and other activity with each customer.
3. To the extent not otherwise addressed above, Company and its agents and affiliates will operate in conformity with all applicable federal and state laws, rules, and regulations in obtaining and/or processing Loans that are ultimately funded or purchased by Stronghill Capital.
4. Company will ensure that it obtains an independent audit by a duly qualified and unrelated party of Company’s compliance with the requirements of the Anti- Money Laundering laws and regulations, including independent testing of such compliance, at least annually.
5. Company will make any information and records regarding any of the above matters available to Stronghill Capital upon request.

CERTIFICATION

The above is certified and verified as accurate by Company as of the date set forth below. Company will ensure the above remains accurate for so long as Company has any dealings with Stronghill Capital and will immediately notify Stronghill Capital in the event that any of the above ceases to be accurate at any time.

“Company”

Signature: _____

Date: _____

Print Name: _____

Title: _____

AIR ADDENDUM

APPRAISER INDEPENDENCE REQUIREMENTS ACKNOWLEDGMENT

In accordance with Fannie Mae and Freddie Mac's Appraiser Independence Requirements (the "Requirements"), all Loans brokered to Stronghill Capital must comply with the provisions set forth in the Requirements.

_____ ("Business Partner") acknowledges that it has adopted Appraiser Independence Requirements (the "Requirements") and has developed and implemented the structure, policies, and procedures required to ensure that all conventional (conforming and non-conforming), single-family (1-4 unit) residential mortgage loans are in compliance with the Requirements, and that all appraisals used for mortgages were obtained in a manner consistent with the Requirements. In addition to the above acknowledgment, Third Party Originator specifically acknowledges adherence to all of the following statements:

- Appraisals were prepared, ordered, and obtained in full compliance with all aspects of the Requirements.
- Neither any member of Third-Party Originator's sales or loan production staff, nor any other member of Third-Party Originator's staff who is likewise prohibited under the Requirements, played any role in selecting, retaining, recommending, or influencing the selection of any appraiser(s).
- Neither any member of Third Party Originator's sales or loan production staff, nor any other member of Third Party Originator's staff who is likewise prohibited under the Requirements, had any substantive communications with an appraiser or a designated and authorized appraisal management company ("AMC") of Third Party Originator relating to or having an impact on valuation, including ordering the appraisal, managing the appraisal assignment, or disputing any aspect of an appraisal.
- No mortgage broker, borrower, property seller, or real estate agent has compensated the appraiser or AMC in any manner.
- Third Party Originator will immediately report any information regarding appraiser misconduct to Stronghill Capital and to appropriate state licensing authorities. "Appraiser misconduct" is defined as a violation of law or Uniform Standards of Professional Appraisal Practice that materially affects the appraised value of the property.

By signing below, Business Partner undertakes and assumes all terms, duties, warranties, and representations contained in this Acknowledgment.

"Business Partner"

Signature: _____

Date: _____

Print Name: _____

Title: _____



STRONGHILL CAPITAL™

Please make a selection and complete the form below to confirm how your company would like to receive Lender Paid
Compensation from Stronghill Capital, LLC.

EFT/ACH (No Charge) ___

Wire (\$30 Fee per) ___

Mailed Check ___

Vendor information

Business Name: _____

Address: _____

Contact Name: _____

Phone: _____

Email: _____

Bank information

Bank Name: _____

Bank address: _____

Account number: _____

Bank ABA (routing) number: _____

Remittance Advice method

Email address: _____

Account Holder Signature: _____ Date: _____

Request for Taxpayer Identification Number and Certification

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

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

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.		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>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ^a _____ 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) ^a _____		
	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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ^a	Date ^a
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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 ⁴
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.