

Broker Application Checklist



Thank you for considering Neptune Wholesale, a division of EMM Loans LLC for a Broker relationship. In order to facilitate your acceptance into the Neptune Wholesale Program, the following items are required:

- Broker Application signed by all Principals, Partners and Broker of Record.
- Purchase Agreement
- Wholesale Compensation Agreement
- FHA Addendum (only if brokering FHA loans)
- Completed Corporate Resolution or LLC Resolution authorizing the applicant to become a Neptune Wholesale Broker and identifying those officers, or other individuals, authorized to act on the applicant's behalf.
- Affiliated Business Disclosure
- Anti-Money Laundering Policy Certification
- Rate Sheet Request and Marketing Consent Form
- Quality Control Plan Certification
 - Hiring Policy Certification
 - W-9 Form

Neptune Wholesale may obtain a credit report on all principal owners (required only on Sole Proprietorship, LLC & Ltd.).

The above items are essential in determining your eligibility to participate in this program. If you have any questions with regards to the above, please do not hesitate to contact us at 904-996-3330. Please e-mail the completed application to your Account Manager:

Tom Bourdon at tbourdon@neptunewholesale.com

Sean Kelley at skelley@neptunewholesale.com

Lance Winter at lwinter@neptunewholesale.com

General Information:

Firm's Legal Name	
Doing Business as	
Tax ID Number	
Street Address	
City, State, Zip	
Mailing Address (if different)	
Business Phone	
Number of Branches	
Number of Employees	
Date Founded	
Net Worth of Applicant \$	as of
Fiscal Year-End	
Market Areas	
Parent Company	
Street Address (if different)	
City, State, Zip	

Program Option:

- Table Funding** The Broker originates and processes the loan. Neptune Wholesale, a division of EMM Loans LLC, underwrites, closes, and funds the loan in our name.

Primary Contact Name / Title

Telephone (if different from above)

Broker Application



Ownership Characteristics:

Type of Ownership: Corporation Closely Held Publicly Traded Sole Owner
 Partnership General Limited
 Other _____

Organization Type: Broker Mortgage Banker Financial Institution

Applicant approved by the state(s) of: _____

Are all state license(s) current? Yes No If no, please explain: _____

Principle Officers / Owners:

Name / Title	
Social Security #	Ownership %*
Home Address*	
Email	
Name / Title	
Social Security #	Ownership %*
Home Address*	
Email	
Name / Title	
Social Security #	Ownership %*
Home Address*	
Email	

*If applicant is a sole proprietor, partnership or closely held corporation, provide % of ownership, SS# and homeaddress.

Origination History

	Year _____		Year _____	
	# of Loans	\$ Amount	# of Loans	\$ Amount
Conforming Fixed				
Jumbo Fixed				
Conforming ARMs				
Jumbo ARMs				
All Government				
TOTAL				

Intend to originate VA loans with Neptune Wholesale? YES NO

If YES, please provide VA Lender ID #: _____

GENERAL QUESTIONS: (If you answer yes to any question, please attach an explanation.)

- Yes No Has your company's approval with any Government agency, financial institution investor or mortgage insurance company ever been suspended or withdrawn in the last 5 years?
- Yes No Are there any major claims or suits pending against the firm?
- Yes No Has your company had any adverse change in its financial position since the date of the most recent financial statements provided to Neptune Wholesale?
- Yes No Has your company been asked to repurchase any loans in the past 2 years? If yes, please provide #, \$ amount and explanations.
- Yes No Has any principal, owner or officer been convicted of a felony involving securities, consumer fraud or theft in the past 7 years?
- Yes No Has any license issued to the business, its owners, principals or officers been suspended, revoked or denied insurance for any reason whatsoever?

GENERAL CERTIFICATION:

The undersigned certifies that:

1. The institution is duly organized and properly licensed under the laws of its state of incorporation and has authority to enter into an agreement with Neptune Wholesale, a division of EMM Loans LLC.
2. The institution will act as an independent contractor and at no time may represent that it is acting as an agent or on behalf of Neptune Wholesale, a division of EMM Loans LLC.
3. The undersigned declares that the information contained herein is true and accurate and that he/she is authorized to make statements and disclose information on behalf of the applicant.

Neptune Wholesale, a division of EMM Loans LLC, is hereby authorized to obtain verification from any source, named herein and authorized to obtain a business credit report and personal credit reports on principal officers. Neptune Wholesale, a division of EMM Loans LLC is also authorized to release any and all information related to but not limited to this application for the purpose of effecting the sale of loans to Investors, Quality Control reviews, Secondary Marketing agency requests or requirements, and any and all such disclosures as Neptune Wholesale, a division of EMM Loans LLC, in its sole discretion may determine to be advisable.

Company Date

By (Authorized Signature) Title

Officer Signature Title Date

Officer Signature Title Date

Officer Signature (All owners/officers must sign) Title Date

Broker/Correspondent Agreement



This Agreement made this _____ day of _____, 20____ by and between Neptune Wholesale, a division of EMM Loans LLC (hereinafter referred to as Neptune Wholesale), a licensed mortgage banking company headquartered at 1950 Route 70 East, Suite 300, Cherry Hill, NJ 08003 and _____, a _____, having its principal office at _____ ("Broker/Correspondent").

Recitals

WHEREAS, Broker/Correspondent is engaged in the business of originating mortgage loans secured by first and/or second mortgage liens on residential real property,

WHEREAS, the parties wish to establish a non-exclusive relationship whereby Broker/Correspondent submits loan packages to Neptune Wholesale for possible closing, funding and/or purchase.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the parties agree as follows:

AGREEMENT

1. GENERAL

From time to time pursuant to this Agreement and subject to the warranties, representations, covenants and agreements herein, Broker/Correspondent may offer to sell, assign, transfer, convey and/or deliver to Neptune Wholesale, and Neptune Wholesale may compensate Broker/Correspondent for, all of its right, title, interest in and to certain eligible mortgage loans. As used herein, "loan" shall refer to a mortgage loan, "borrower" shall include all borrowers, and "mortgage" shall include a mortgage, deed of trust or other security instrument, as applicable.

2. COMPENSATION

Compensation shall be paid from Neptune Wholesale to Broker/Correspondent for any of the following, among other purposes:

- The release of servicing rights created or in the process of creation by Broker/Correspondent
- The good actually furnished in the form of a mortgage loan or related mortgage file
- Other services actually performed by Broker/Correspondent for the benefit of Neptune Wholesale in the origination and sale of a loan, as permitted by applicable law, the value and scope of which may vary for each transaction under this Agreement.
 - a. Each loan accepted by Neptune Wholesale shall be closed, funded and/or purchased at the confirmed lock-in price, based on Neptune Wholesale's rate sheet in effect at the time of the lock-in, subject to any adjustments defined in Neptune Wholesale's written guidelines, as more particularly described in Section 7 below. Any consideration payable to Broker/Correspondent with respect to any loan shall be paid only after Neptune Wholesale deducts from the proceeds all funds or fees due Neptune Wholesale, which fees Neptune Wholesale shall establish in its written guidelines.
 - i. Neptune Wholesale reserves the right to change the fee structure for a particular program upon written notice to Broker/Correspondent.
 - ii. Broker/Correspondent authorizes Neptune Wholesale to deduct any monies due Neptune Wholesale by Broker/Correspondent under the terms of this Agreement, in connection with the particular loan being closed, funded and/or purchased or any other transaction, from any compensation due Broker/Correspondent from a closing, funding and/or purchase.
 - b. Under a Broker relationship, total compensation shall not exceed the amount agreed upon between the Broker and Neptune Wholesale in the Wholesale Compensation Agreement, as determined by local market conditions and as may be limited or restricted by applicable law.
Under a Correspondent relationship, total compensation shall be as determined by local market conditions and as may be limited or restricted by applicable law. Any compensation paid to Broker/Correspondent by the borrowers, sellers or Neptune Wholesale shall be reflected properly as required on the Loan Estimate and/or Closing Disclosure.
 - c. Should any loan funding result in a shortage at closing due to Broker/Correspondent quoting an applicant less than Neptune Wholesale required discount and fees, Broker/Correspondent agrees to pay the shortage from its own good funds at or before the time of loan closing.

3. DELIVERY / CANCELLATION

- a. Broker/Correspondent agrees that delivery to Neptune Wholesale is mandatory for all locked loans that close. Neptune Wholesale may, in its sole discretion, restrict the volume of loans that may be locked with Neptune Wholesale by Broker/Correspondent or terminate this Agreement if it determines that Broker/Correspondent cancels lock-in commitments with Neptune Wholesale in order to obtain better pricing elsewhere or if it determines that the fallout ratio for Broker/Correspondent typically exceeds Neptune Wholesale's average wholesale fallout ratio.

- b. Broker/Correspondent agrees to notify Neptune Wholesale, in writing and within 24 hours, when a loan application that has been locked with Neptune Wholesale is cancelled by the borrower or is denied by Broker/Correspondent.
- c. In the event a float or locked loan registered with Neptune Wholesale is cancelled (i.e., withdrawn by the borrower or declined by Underwriting) the Broker/Correspondent must immediately notify the Neptune Wholesale Loan Registration Desk by email. The reason for cancellation or withdrawal must be indicated. An Adverse Action Notice will be provided to the borrower as applicable by law.
- d. Neptune Wholesale reserves the right to charge the Broker/Correspondent a cancellation fee of \$450.00 for any loan cancelled or withdrawn after the loan has been underwritten and approved, or locked, by Neptune Wholesale.

4. RESPONSIBILITIES OF BROKER/CORRESPONDENT

- a. Broker/Correspondent, at its sole expense, shall be responsible for some or all of the following services in the origination of a loan funded/purchased by Neptune Wholesale as approved by Neptune Wholesale and/or as required by applicable law, local market custom, loan product, or individual loan parameters:
 - i. Counsel and advise the borrower about the financing process and loan products available;
 - ii. Pre-qualify the borrower;
 - iii. Take a complete application, furnish applicable disclosures, and obtain required signatures;
 - iv. Determine whether the loan application conforms with Neptune Wholesale and agency or investor guidelines pertaining to the type of loan originated;
 - v. Lock in the loan with Neptune Wholesale per the rate sheet in effect at the time;
 - vi. Obtain all required supporting documentation, as applicable: credit report, appraisal (ordered in compliance with Section 4(d) below), tax returns, bank statements, verifications of deposit/employment (obtained in Broker/ Correspondent's own name), letters of explanation, etc.;
 - vii. Analyze all required documentation and reconcile inconsistencies;
 - viii. Maintain regular contact with all parties involved in the transaction to apprise them of the status and to gather additional information, as needed;
 - ix. Submit the loan through Fannie Mae's Desktop Originator, Freddie Mac's Loan Prospector, or any other automated underwriting system approved by Neptune Wholesale for a particular loan product;
 - x. Prepare and submit the underwriting package;
 - xi. Furnish any additional information to assist Neptune Wholesale in meeting investor/ agency guidelines;
 - xii. Perform such other services as Neptune Wholesale shall require to close the loan;
 - xiii. Close the loan according to guidelines provided by Neptune Wholesale
 - xiv. Fund the loan;
 - xv. Obtain any additional post-closing documentation requested by Neptune Wholesale to facilitate the sale of the loan in the secondary market;
 - xvi. Remit the mortgage insurance premium, FHA premium or VA funding fee;
 - xvii. Submit the loan for FHA insurance/VA guaranty;
 - xviii. Obtain, and submit within Neptune Wholesale's deadlines, any required final documents
- b. Broker/Correspondent acknowledges its responsibility to satisfy any and all conditions of loan approval and further acknowledges that this responsibility may not be delegated to any other party, such as the closing agent, Title Company, agent or applicant.
- c. Broker/Correspondent agrees to promptly and accurately respond to any post-closing audit findings, regardless of time. Broker/ Correspondent further agrees to cooperate with Neptune Wholesale in curing any defect in a loan, including resubmitting any missing or lost documentation.
- d. Broker/Correspondent shall not be involved in any manner in the selection, retention, or compensation of appraisers, except that Broker/Correspondent shall order all appraisals through the process defined by Neptune Wholesale policy in conjunction with the Appraiser Independence Requirements. All appraisals shall be performed on behalf of and in the name of Neptune Wholesale OR its approved Correspondent. The borrower shall be required to reimburse Neptune Wholesale L and/or Correspondent for the cost of an appraisal(s) conducted concerning the borrower's subject property. Broker/Correspondent shall be financially responsible to pay the cost of any appraisals that are placed by Broker/Correspondent, regardless of the outcome of or value stated in said appraisals, or whether the borrower pays for the appraisal.

5. NO AGENCY

Broker/Correspondent acknowledges and agrees that nothing in this Agreement, nor in the relationship between Broker/Correspondent and Neptune Wholesale, including the acceptance by Neptune Wholesale of any loan submitted by Broker/Correspondent, authorizes Broker/Correspondent to act in any way as a partner, agent, representative or employee of Neptune Wholesale. Broker/Correspondent is an independent entity and shall not make any statements which have the effect of leading a third party to reasonably believe that it is an agent of Neptune Wholesale and shall not use Neptune Wholesale's name in any advertising. Broker/Correspondent shall have no authority to bind, obligate or commit Neptune Wholesale by any promise or representation in a particular transaction unless specifically authorized by Neptune Wholesale in writing. Broker/Correspondent shall determine the method, details and means of performing all services described in this Agreement. Neptune Wholesale's closing, funding and/or purchase of any loan shall not be an indication that Neptune Wholesale has authorized or ratified any actions of Broker/Correspondent.

6. NON-EXCLUSIVITY

No exclusive relationship between Broker/Correspondent and Neptune Wholesale shall be inferred from this Agreement. It is expressly understood that, notwithstanding the execution of this Agreement, the referral of any loan by Broker/Correspondent to Neptune Wholesale hereunder, or any covenants and agreements contained herein: (a) Neptune Wholesale may make loans with or without the assistance of Broker/Correspondent and may fund/purchase loans from other brokers or correspondents, and (b) Broker/Correspondent may submit loans to other lenders.

7. GUIDELINES

Neptune Wholesale shall provide program descriptions and supply rate/price quotes on loan programs that are eligible for closing, funding and/or purchase by Neptune Wholesale by means of Neptune Wholesale website and/or email. Neptune Wholesale reserves the right to amend or revise from time to time, in its discretion, its documentation requirements, underwriting criteria, and other requirements with respect to any loan program. Broker/Correspondent agrees to comply with Neptune Wholesale's current lending policies, as described in Neptune Wholesale's guidelines or procedures, and agrees not to convey to applicants/borrowers any information, which is inconsistent with those policies.

8. UNDERWRITING

- a. With regard to loans that are closed and/or funded by Neptune Wholesale, Broker/Correspondent agrees to submit the underwriting package to Neptune Wholesale for approval/acceptance prior to closing. It is expressly agreed that loan approval shall be within Neptune Wholesale's sole discretion and that Broker/Correspondent shall not represent that Neptune Wholesale has approved or will approve any loan until Broker/Correspondent is so informed in writing by Neptune Wholesale. All loan packages submitted to Neptune Wholesale will immediately become the property of Neptune Wholesale and all data/information contained therein may be subject to Neptune Wholesale's independent verification.
- b. With regard to loans that are closed and funded by an approved Correspondent, Correspondent acknowledges that Neptune Wholesale will assume sole responsibility for underwriting all loans submitted to Neptune Wholesale for purchase consideration. Neptune Wholesale retains the right to determine whether, in its sole and absolute discretion, the loan package meets Neptune Wholesale's purchase criteria. Correspondent further acknowledges that Neptune Wholesale may require additional documentation before accepting a loan for purchase or may refuse to purchase a loan.

9. AUTOMATED UNDERWRITING SYSTEMS

Neptune Wholesale shall accept loans that have been submitted by Broker/Correspondent through automated underwriting systems approved by Neptune Wholesale for a particular loan program or product (such as Fannie Mae's Desktop Originator or Freddie Mac's Loan Prospector) provided:

- a. The loan is submitted to Neptune Wholesale for underwriting review prior to closing.
- b. Broker/Correspondent is registered with the provider of the automated underwriting system as a third-party originator for Neptune Wholesale;
- c. The loan receives a disposition that is acceptable to Neptune Wholesale;
- d. The loan meets Neptune Wholesale's guidelines in addition to an acceptable disposition from the automated underwriting system; and
- e. The loan data entered in the automated underwriting system by Broker/Correspondent is validated by Neptune Wholesale in the underwriting process or after Neptune Wholesale makes any corrections to the entry made by Broker/Correspondent in the automated underwriting system, the loan still receives a disposition acceptable to Neptune Wholesale.

It is expressly agreed that acceptance by Neptune Wholesale of a loan application package containing an approval from an automated underwriting system shall not be construed as a commitment to lend. It is also agreed that in the event of a discrepancy between the data validated by Neptune Wholesale's review of the file and the data entered in the automated underwriting system by Broker/Correspondent, the findings of the automated underwriting system shall be considered null and void and Neptune Wholesale shall have no obligation to close, fund or purchase the loan. Broker/Correspondent acknowledge that Neptune Wholesale may impose approval conditions that are not specified in the findings of the automated underwriting system.

10. ADVERSE ACTION NOTICE

In accordance with the Federal Equal Credit Opportunity Act and Federal Reserve Regulation B 12 CFR 1002.9, Broker/Correspondent agrees that in the event Neptune Wholesale declines a loan application and the application is not approved and closed by the Broker/ Correspondent or any other funding source, Broker/Correspondent shall provide an adverse action notice and, if applicable, identify each creditor on whose behalf the notice is given.

11. GENERAL REPRESENTATIONS AND WARRANTIES BY BROKER/CORRESPONDENT

Broker/Correspondent represents, warrants and agrees to the following:

- a. Broker/Correspondent is duly organized and represents, warrants and covenants that it is in compliance and will remain in compliance with all licensing requirements applicable to the origination of loans to be closed, funded and/or purchased by Neptune Wholesale under this Agreement.
- b. The execution, delivery and performance of the obligations under this Agreement by Broker/Correspondent:
 - i. Have been duly authorized by all necessary corporate and/or partnership actions, and
 - ii. Do not violate any provision of law, rule, regulation, order, writ, judgment, injunction, decree, determination, award or agreement presently in effect, or, to the knowledge of Broker/Correspondent, pending.
- c. There are no actions, suits, or proceedings pending or, to the knowledge of Broker/Correspondent, threatened against or affecting Broker/Correspondent or its properties before any court, government entity, commission, board, bureau, agency or instrumentality, which if determined adversely to Broker/Correspondent, would have an adverse effect on the financial condition, properties or operation of Broker/Correspondent. Any obligation of Neptune Wholesale under this Agreement shall cease automatically if:
 - i. A petition for redress or order of a court or agency supervisory authority having jurisdiction for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets and liabilities, bankruptcy or similar proceedings, or for the winding up or liquidation of its affairs, shall have been entered against Broker/Correspondent; or
 - ii. Broker/Correspondent shall admit verbally or in writing its inability to pay its debts as they come due or voluntarily suspend payment of its obligations.
- d. This Agreement constitutes, when duly executed and delivered by Broker/Correspondent, a legally valid and binding obligation of Broker/Correspondent enforceable against Broker/Correspondent to its terms.
- e. Broker/Correspondent is in compliance with the eligibility standards established, and revised from time to time, by Neptune Wholesale.
- f. Broker/Correspondent shall maintain and implement the following: (1) Acceptable Quality Control Plan; (2) Anti-Money Laundering Program; and (3) Zero Tolerance Loan Fraud Policy.
- g. Broker/Correspondent shall maintain any FHA or VA approvals required for the origination and processing of loans under this Agreement during the term of this Agreement, as applicable.
- h. Broker/Correspondent does not and will not in the future employ any entity or individual on Freddie Mac's Exclusionary List or HUD's Limited Denial Participants list.
- i. Broker/Correspondent employs or will employ a sufficient number of knowledgeable and capable individuals to perform the services required by this Agreement.
- j. Broker/Correspondent shall be at all times fully compliant with the AIR (Appraiser Independence Requirements). All appraisals shall be ordered through the process defined by Neptune Wholesale policy in conjunction with the AIR and shall be performed on behalf of and in the name of Neptune Wholesale OR its approved Correspondent. At no time shall the Broker contact the appraiser or in any way impede, interfere with or influence the property valuation process. The Broker shall not at any time provide a copy of the appraisal to another party to the transaction, including the seller, real estate agent or the borrower. Neptune Wholesale will ensure that the borrower is provided a copy of the appraisal report in accordance with the AIR. Any violation of this agreement or the requirements and restrictions of the AIR will result in immediate termination of this agreement.

12. REPRESENTATIONS AND WARRANTIES REGARDING SPONSORSHIP OR AGENCY

In the event that Neptune Wholesale agrees to close, fund and/or purchase loans from Broker/Correspondent under an FHA Sponsorship or VA agency relationship (in a separate addendum), Broker/Correspondent represents, warrants and agrees to the following, as applicable:

- a. Broker/Correspondent is in compliance and shall remain in compliance with all eligibility requirements of HUD or VA for originating loans under a sponsorship or agency relationship, including, but not limited to, minimum net worth requirements. Should eligibility be impaired, Broker/Correspondent agrees to immediately notify Neptune Wholesale.
- b. Broker/Correspondent shall operate in compliance with all of HUD's or VA's guidelines regarding the origination, processing and closing of FHA or VA loans.

- c. Broker/Correspondent shall retain any required HUD or VA manuals in its branch/office.
- d. Broker/Correspondent shall pay any annual renewal fees required by HUD or VA.
- e. Broker/Correspondent shall not sign a lock-in agreement with the borrower until the loan has been locked in with Neptune Wholesale and the lock-in terms have been accepted by Neptune Wholesale
- f. Regarding FHA origination's, Broker/Correspondent shall comply with HUD mortgagee letters as they relate to fees, overages and tiered pricing. Broker/Correspondent agrees to comply with all regional HUD office guidelines regarding maximum allowable fees, such as origination fees, inspection fees, attorney fees, overnight delivery fees, etc. In the event that it is discovered that Broker/ Correspondent has charged fees in excess of those allowed by HUD, Broker/Correspondent shall promptly refund any excess to the borrower. Underwriting approval by Neptune Wholesale shall not negate the responsibility of Broker/Correspondent in this regard.
- g. Broker/Correspondent acknowledges that Neptune Wholesale will submit said FHA or VA loans for insurance or guaranty. Broker/Correspondent agrees to correct any deficiencies in documentation so the loans may be insured or guaranteed.

13. WARRANTIES, REPRESENTATIONS AND AGREEMENTS PERTAINING TO EACH LOAN

Broker/Correspondent warrants, represents and agrees to the following as to each loan submitted to Neptune Wholesale:

- a. Broker/Correspondent has originated and processed the loan in its own name and on its own behalf and no third-party origination or processing service has been used, without the prior written consent of Neptune Wholesale. All credit, income, and asset verifications have been requested in its company name and not obtained through any third parties such as the borrower, seller, real estate agent or others. Property appraisals have been obtained in compliance with this Agreement.
- b. The property securing the loan is located within a jurisdiction where Broker/Correspondent is licensed to originate mortgage loans.
- c. Broker/Correspondent has not sold, assigned, encumbered, brokered or locked in the loan package or any interest in and to the loan with any party other than Neptune Wholesale.
- d. Broker/Correspondent has provided to the borrower any and all required documents and disclosures and has complied with all applicable federal, state and local laws, rules and regulations including, but not limited to, the Real Estate Settlement Procedures Act (RESPA) and Regulation X, the Equal Credit Opportunity Act (ECOA) and Regulation B, the Fair Credit Reporting Act, the Federal Truth-in-Lending Act and Regulation Z, the Flood Disaster Protection Act, the Home Mortgage Disclosure Act (HMDA) and Regulation C, the Fair Debt Collection Practices Act, the Appraiser Independence Requirements (AIR), any licensing, usury or sale of servicing laws, and any other applicable federal, state or local laws and regulations. Broker/Correspondent agrees, at its sole expense and with counsel selected by Neptune Wholesale, to defend any action brought against Neptune Wholesale or any subsequent assignee in respect hereto and to indemnify and save them harmless against any loss or damage there under. PLEASE NOTE:
 - i. ISSUANCE OF LOAN ESTIMATE. Broker is not authorized to issue a Loan Estimate with Lender listed as creditor. Failure to observe this may result in termination of the Agreement. Broker is therefore authorized to submit an accurate Loan Estimate to Lender with the creditor field left blank, subject to prior approval from Lender.
 - ii. AFFILIATED BUSINESS ARRANGEMENTS. Broker must immediately disclose to Lender if Broker has any ongoing or contemplated Affiliated Business Arrangements with any parties. Lender may, at its discretion, request additional information of such arrangements including requesting that Broker furnish to Lender the proper disclosures to borrowers.
- e. The loan conforms to the agreed-upon terms of the lock-in commitment with Neptune Wholesale with respect to program or product type, interest rate, term and principal amount.
- f. The loan conforms to Neptune Wholesale's general guidelines and requirements in effect at the time the loan was originated and to the guidelines for the specific loan program or product originated, including, as applicable, the requirements of Fannie Mae, Freddie Mac, FHA, VA or a third-party investor. The loan further qualifies for mortgage insurance or guaranty, as required.
- g. Broker/Correspondent has no knowledge of any circumstances or conditions with respect to the loan that reasonably could be expected to cause investors or agencies to regard the loan as an unacceptable investment, cause the loan to become delinquent, or adversely affect the value or marketability of the loan.
- h. Broker/Correspondent has made diligent inquiry into all facts and circumstances in the making of the loan, including all material representations of the borrower, and as far as Broker/Correspondent is aware, none of the statements, information or documentation in the loan package contain any false or erroneous statements or omit material facts necessary to make such statements, information or documentation accurate and understandable. Broker/Correspondent shall promptly notify Neptune Wholesale if it becomes aware of any errors or misstatements.
- i. To the best of Broker's/Correspondent's knowledge after due investigation, there is no adverse information or documentation concerning the borrower or the mortgaged property acting as security for the loan, other than as disclosed to Neptune Wholesale in writing in the loan package.

- j. To the best of Broker's/Correspondent's knowledge, each document delivered by Broker/Correspondent to Neptune Wholesale is complete and accurate, and the signatures and initials on each document are authorized and genuine.
- k. To the best of Broker's/Correspondent's knowledge, no borrower has had in his or her direct or indirect possession or control any credit, income or deposit verification document submitted to Neptune Wholesale with respect to the loan.
- l. To the best of Broker's/Correspondent's knowledge after due investigation, no bankruptcy action, foreclosure proceedings or other court action is pending against the borrower or the mortgaged property acting as security for the loan, other than as disclosed to Neptune Wholesale in writing in the loan package.
- m. To the best of Broker's/Correspondent's knowledge after due investigation, except as disclosed to Neptune Wholesale in writing in the loan package:
 - (i) there are no pending proceedings for a total or partial condemnation of the subject property; (ii) the subject property is free of substantial damage; (iii) improvements on the mortgaged premises comply with all rules and regulations of any applicable governmental authority or agency and lie within the boundaries and building restriction lines of the property; (iv) improvements on adjoining properties do not encroach upon the mortgaged property; and (v) there is no condition, including, without limitation, any environmental hazard, present upon the mortgaged premises which could adversely affect the value of the collateral.
- n. Broker/Correspondent is not aware of any pending or contemplated subordinate financing in connection with the subject property that has not been disclosed to Neptune Wholesale in writing.
- o. Except as otherwise disclosed in writing to Neptune Wholesale prior to the closing, funding and/or purchase of the loan, Broker/Correspondent has no direct or indirect ownership interest in the property acting as security for the loan.
- p. The borrower has no claim or defense against Broker/Correspondent or any agent, assignee or successor of Broker/Correspondent by reason of any act or omission of Broker/Correspondent, its directors, officers, agents, or employees.
- q. Broker/Correspondent has not made, directly or indirectly, any payment on the loan closed, funded and/or purchased by Neptune Wholesale nor on any other loan made by the borrower to any other person or entity.

14. LOANS CLOSED AND/OR FUNDED BY CORRESPONDENT

With regard to loans closed and/or funded by Correspondent, as agreed upon with Neptune Wholesale, Correspondent further warrants, represents and agrees to the following, as applicable:

- a. The loan has been closed in compliance with the agreed-upon terms of the lock-in commitment with Neptune Wholesale with respect to program or product type, interest rate, term and principal amount.
- b. The loan has not been purchased from a third-party originator, except as approved by Neptune Wholesale.
- c. All required closing documents have been fully executed. The note and mortgage are good, valid and enforceable instruments, free of defect or objection and supported by all documents required by applicable government agencies and/or secondary market investors. No waiver, alteration or modification in any respect has been made in the terms and provisions of the note or mortgage or other documents nor have the same been satisfied, subordinated, modified or released in whole or in part.
- d. The mortgage is a first or second lien (per the lock-in commitment with Neptune Wholesale) and has been or will be duly recorded. No part of the mortgaged property has been released from the lien of the mortgage and the mortgaged property is free and clear of all encumbrances and liens having priority over the lien of such mortgage, except as approved by Neptune Wholesale. There are no unpaid taxes, ground rents, water charges, sewer rents, assessments or other outstanding charges affecting the lien of the mortgage.
- e. If applicable, the assignment of the mortgage and endorsement of the note to Neptune Wholesale are valid, sufficient and enforceable. The mortgaged property is free and clear of title liens recorded before the assignment to Neptune Wholesale. The assignment to Neptune Wholesale has been or will be recorded.
- f. If applicable, the full principal amount of the mortgage loan has been advanced to the borrowers, either by payment directly to them or by payment made on their request or approval. The unpaid principal balance is as stated. All costs, fees and expenses incurred in making, closing and recording the loan have been paid. Premiums on the title insurance, hazard insurance and, if applicable, flood insurance and private mortgage insurance have been paid.
- g. Regarding FHA or VA loans funded by Correspondent, the FHA mortgage insurance premium or VA funding fee has been paid. The loan has been or will be submitted to FHA/VA for insurance/guaranty and the MIC/LGC has been submitted or will be submitted to Neptune Wholesale within 120 days of loan closing.
- h. Final documents, including the final title policy and the recorded mortgage, assignment, and applicable rider(s), have been submitted to Neptune Wholesale, or will be submitted within 120 days of loan closing.
- i. The loan is current and not in default. No agreement has been made with the borrowers providing for any variation of the note rate, schedule of payment or other terms and conditions of the mortgage loan.

15. INDEMNIFICATION

- a. Broker/Correspondent shall indemnify, defend, and hold Neptune Wholesale, its shareholders, directors, officers, employees, successors and assigns from and against any and all claims, liens, liability, loss, costs, damage, deficiency, suit, action, penalty or expense, whether foreseen or unforeseen, including, without limitation, attorney's fees/expenses and court costs, incurred by Neptune Wholesale in resisting or defending any and all claims or defenses of borrowers, governmental agencies, secondary market investors or others resulting from any:
 - i. Breach or misrepresentation of any covenant, agreement, representation, warranty, term, or condition in this Agreement by Broker/Correspondent, its directors, officers, employees, agents or contractors; and/or
 - ii. Misrepresentation by Broker/Correspondent, its officers, employees, agents or contractors relating to any documentation or loan package submitted to Neptune Wholesale.
- b. Without limiting the generality of the foregoing, Broker's/Correspondent's obligation to indemnify Neptune Wholesale shall extend to all repurchase demands received by Neptune Wholesale from any third-party or secondary market investor due to a breach of this Agreement or misrepresentation of any kind by Broker/Correspondent. Broker's/Correspondent's obligation to indemnify Neptune Wholesale shall arise upon Neptune Wholesale's receipt of a repurchase demand which Neptune Wholesale determines, in its sole and absolute discretion, to be enforceable, even if Neptune Wholesale has not yet incurred any loss with respect to such demand.
- c. Broker/Correspondent hereby releases and indemnifies Neptune Wholesale from and against any and all losses sustained by Broker/Correspondent as a result of a liability to Broker/Correspondent or any of Broker's/Correspondent's agents or employees on the basis of any arrangement or agreement made by or on behalf of Broker/Correspondent not provided for herein.
- d. Broker's/Correspondent's obligation to Neptune Wholesale with regard to indemnification shall be ongoing and unending and shall remain in effect after and survive this Agreement and any ultimate disposition (by sale or otherwise) of a loan closed, funded and/or purchased by Neptune Wholesale.
- e. Broker's/Correspondent's obligation to fully indemnify Neptune Wholesale under this Agreement shall not be affected by Neptune Wholesale's taking any of the following actions with or without notice to Broker/Correspondent: (a) liquidation, repayment, or sale or resale of any loan, (b) foreclosure of any loan, (c) sale or resale of the property securing any loan.
- f. Neptune Wholesale hereby indemnifies Broker/Correspondent from and against all liens, damages, deficiencies, liabilities and penalties resulting from any breach or misrepresentation of any covenant, agreement, representation, warranty, term, or condition by Neptune Wholesale in connection with this Agreement.

16. REPURCHASE

- a. Broker/Correspondent agrees to repurchase any mortgage loan closed, funded and/or purchased by Neptune Wholesale if any evidence of fraud or misstatement of material fact in the origination, processing and, if applicable, closing of the loan on the part of the Broker/ Correspondent is discovered.
- b. Broker/Correspondent agrees to repurchase any loan upon which Neptune Wholesale receives a repurchase demand from a third-party or secondary market investor due to a deficiency in or omission with respect to the documents, instruments and/or agreements pertaining to the loan on the part of the Broker/Correspondent, which demand Neptune Wholesale has determined, in its sole and absolute discretion, to be enforceable.
- c. In the event that a repurchase demand is presented to Broker/Correspondent by Neptune Wholesale, Broker/Correspondent agrees to repurchase the loan within 30 days of receipt of the written notice at the percentage of par paid for the mortgage loan by Neptune Wholesale or at the price at which Neptune Wholesale must repurchase the loan from an investor, whichever is applicable, adjusted for credits to principal, interest and escrows and for any and all expenses incurred by Neptune Wholesale.
- d. Broker's/Correspondent's obligation to Neptune Wholesale with regard to repurchase shall be ongoing and unending and shall remain in effect after and survive this Agreement and any ultimate disposition (by sale or otherwise) of a loan closed, funded and/or purchased by Neptune Wholesale.

17. EARLY PAYMENT DEFAULT

In the event that any of the first six (6) mortgage loan payments due after the loan's consummation date become sixty (60) or more days delinquent ("Early Payment Default Mortgage Loan"), due to a confirmed circumstance of fraud or misrepresentation on the part of the Broker/Correspondent and/or employee(s) of same: Broker/Correspondent shall refund to Neptune Wholesale an amount equal to 2.00% of the original principal amount of the loan as well as an administrative fee of Nine Hundred and Ninety-Five and no/100 Dollars \$995.00. Broker/Correspondent will be notified in writing of the specific details of the transaction, as well as the amount of the fee and payment due date for any loan that falls into this category. Payments will be made payable to Neptune Wholesale and will be due within 72 hours of notification.

18. EARLY PAYOFF

In the event any Mortgage Loan is paid in full within the first six (6) scheduled monthly payments following the loan's consummation date as a direct result of solicitation for refinance by the Broker/Correspondent and/or its employees, said Broker/Correspondent shall pay to Neptune Wholesale a penalty of 2.00% of the principal loan amount as well as an administrative fee of Nine Hundred and Ninety-Five and no/100 Dollars \$995.00. Broker/Correspondent will be notified in writing of the specific details of the transaction, as well as the amount of the fee and payment due date for any loan that falls into this category. Payments will be made payable to Neptune Wholesale and will be due within 72 hours of notification.

19. DISCLOSURE OF MISSTATEMENT OR MISREPRESENTATION

Broker/Correspondent acknowledges and agrees that Neptune Wholesale may report instances of Broker/Correspondent making material misstatements/misrepresentations in connection with a loan, or knowingly aiding a borrower to do the same, to appropriate industry watch groups, agencies, and state and federal authorities or law enforcement agencies.

20. PROPRIETARY INFORMATION

- a. Broker/Correspondent shall not at any time during the term of this Agreement or following termination hereof, unless required by law or with the express written consent of Neptune Wholesale, directly or indirectly disclose or furnish to any person or entity not entitled to receive the same, any trade secrets or confidential information, including, but not limited to Neptune Wholesale's business operations, finances, production methods, procedures, sources of funding, or customers.
- b. The parties agree that the relationship between Neptune Wholesale and Broker/Correspondent is unique and that neither party shall discuss any terms or conditions of this Agreement with any third party.
- c. With regard to loans registered with or closed, funded and/or purchased by Neptune Wholesale, Both the broker/Correspondent and Neptune Wholesale agree not to divulge any information regarding the borrowers to any person or entity not entitled to receive the same.
- d. In the event either party's confidential information is breached, the impacted party must disclose the breach to the other party.

21. RIGHT TO AUDIT

Broker/Correspondent agrees to permit Neptune Wholesale's audit staff to conduct discretionary on-site audits of loan files that have been registered with or submitted to Neptune Wholesale. Neptune Wholesale shall have the right to audit and verify by alternative source any credit documentation in files submitted to Neptune Wholesale, including, but not limited to, credit reports or appraisals in a pre- or post-closing review, and such right shall survive Neptune Wholesale's closing, funding and/or purchase of a loan and the termination of this Agreement. Broker/Correspondent shall provide its internal Quality Control reports to Neptune Wholesale upon Neptune Wholesale's request.

22. ELIGIBILITY REVIEW

Broker/Correspondent agrees to provide to Neptune Wholesale annually, or as requested, its financial statements (audited, if available), a list of all current licenses for the states in which it conducts business, a current list of principals, senior management and key employees, and any other information or documentation which Neptune Wholesale deems necessary to evaluate Broker's/Correspondent's business or business practices. Broker/Correspondent further agrees to immediately notify Neptune Wholesale of any change in its ownership, senior management, key employees or financial condition as such changes occur. Broker/Correspondent acknowledges that Neptune Wholesale may at any time review Broker's/ Seller's business, business practices, or performance in delivering loans to Neptune Wholesale and, in its sole discretion, may: (a) require that Broker/Correspondent submit additional information or documentation regarding its business or business practices for Neptune Wholesale's review, (b) set conditions for re-approval of Broker/Correspondent, (c) restrict the volume of business from Broker/Correspondent, (d) restrict the services that Broker/Correspondent is approved to perform, (e) suspend the lock-in privileges of Broker/Correspondent, and/or (f) terminate this Agreement according to the provisions contained herein.

23. GENERAL PROVISIONS

- a. Non-Assignability. Broker/Correspondent agrees that it may not assign its rights or delegate its obligations under this Agreement without the express written consent of Neptune Wholesale
- b. Parties in Interest. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and permitted assigns.

- c. Termination. Neptune Wholesale may immediately terminate this Agreement without notice and will then have no further obligations under this Agreement upon: (i) failure of Broker/Correspondent to perform or abide by any term or obligation contained in this Agreement, (ii) discovery of any representation or warranty made by Broker/Correspondent to be false or incorrect, (iii) commencement by or against Broker/Correspondent of any bankruptcy, insolvency or similar proceedings, (iv) failure of loan applications submitted by Broker/ Correspondent to satisfy Neptune Wholesale's expectations regarding loan quality and performance, and/or (v) Neptune Wholesale's determination that the actions of Broker/Correspondent contravene the terms of this Agreement or adversely impact Neptune Wholesale's business activities or reputation. Either party may terminate this Agreement for any other reason upon ten (10) calendar days written notices to the other. In the event of termination, Broker/Correspondent shall fully cooperate with and assist Neptune Wholesale in obtaining documentation necessary to complete the processing and full resolution of all matters relating to any confirmed locked or closed loans.
- d. Attorney's Fees. If either party to this Agreement brings any action, whether in suit or otherwise, to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to receive reasonable attorney's fees and court costs, including appeal and bankruptcy, from the unsuccessful party in such action, in addition to any other relief to which the prevailing party may be entitled.
- e. Default. Broker/Correspondent's repudiation, breach, or inability to perform any of its commitments shall be deemed a default of this Agreement.
- f. Right to Specific Performance. Broker/Correspondent acknowledges that in the event of its insolvency, repudiation of this Agreement, or failure to perform any of Broker's/Correspondent's obligations hereunder, money damages may not adequately compensate Neptune Wholesale for its losses and Neptune Wholesale may be unable to effect or obtain coverage to satisfy its commitments with third parties. Accordingly, Broker/Correspondent agrees that in the event of its insolvency, repudiation of this Agreement, or failure to perform any of its obligations, Neptune Wholesale may proceed immediately to take possession of all documents belonging to Broker/Correspondent relating to loans which have been committed for sale to Neptune Wholesale, by its own act, order or seizure, or such other remedy as may be available at law or equity. Neptune Wholesale's right to affect specific performance hereunder shall be in addition to any other remedies, which Neptune Wholesale may have in law or equity.
- g. Right of Offset. Amounts owed to Neptune Wholesale by Broker/Correspondent under this Agreement may, at Neptune Wholesale's option and in its sole discretion, be offset by Neptune Wholesale against any payments then or thereafter owed by Neptune Wholesale to Broker/Correspondent.
- h. Integration. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties and, together with any addendum's and Neptune Wholesale's written guidelines or procedures, contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing and signed by all parties.
- i. Survival of Warranties. The representations, warranties, covenants, agreements and every other obligation contained in this Agreement shall survive the transactions provided for herein and shall be fully applicable whether or not Neptune Wholesale relies thereon or has knowledge of any facts at variance therewith.
- j. Section Headings. Section headings contained in this Agreement are for reference purposes only and shall not affect the interpretation or meaning of any provision of this Agreement.
- k. Waivers, Remedies. Failure to or delay in auditing any loan or exercising any right shall not act as a waiver of any other right, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. All remedies shall be cumulative and nonexclusive.
- l. Severability. If any provision or part thereof, of this Agreement is invalid or unenforceable under any law, the remaining provisions, or parts thereof, shall nevertheless continue in full force without being impaired or invalidated in any way.
- m. 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 this Agreement.
- n. Negative Inference. Neptune Wholesale and Broker/Correspondent each acknowledge that this Agreement is the result of negotiations between the parties, each of who shall be deemed to have drawn this Agreement. Any rule of law or any legal decision that would require interpretation of any claim of ambiguities in this Agreement against the party that drafted it shall have no application and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the intent of the parties.
- o. Consumer Relations. Broker/Correspondent shall promptly inform Neptune Wholesale of any consumer-related difficulties regarding any loans committed to or closed, funded and/or purchased by Neptune Wholesale, including forwarding to Neptune

Broker/Correspondent Agreement



Wholesale copies of all letters of complaint written to Broker/Correspondent by consumer, and shall otherwise cooperate fully with Neptune Wholesale in all consumer-related matters.

- p. Time of the Essence. Time is of the essence with respect to each and every provision of this Agreement and the conditions and commitments entered into pursuant thereto.
- q. Jurisdiction. This Agreement shall be governed by, and construed and enforced in accordance with, applicable federal laws and the laws of the state of New Jersey, except to the extent that applicable law governing mortgage loans dictates that the state in which such loans is effectuated must govern such loan transactions. Nevertheless, Broker/Correspondent hereby agrees that any court action arising out of this Agreement may be brought in any court of competent jurisdiction within the state of New Jersey.
- r. Notices. All notices required under this Agreement shall be in writing and shall be deemed effective if either given by personal delivery or sent by certified mail, postage prepaid and return receipt requested, addressed to the party at its address as set forth below:

Notices intended for Neptune Wholesale shall be addressed to:

EMM Loans LLC
Attn: Secondary Market
1950 Route 70 East, Suite 300
Cherry Hill, NJ 08003

Notices intended for Broker/Correspondent shall be addressed to:

- s. Due Authority. Neptune Wholesale and Broker/Correspondent acknowledge that the individuals executing this document, and any other persons designated by these individuals in writing, are fully authorized, as evidenced by a resolution of their respective boards of directors (if applicable), to enter into binding commitments for the delivery, sale and/or purchase of mortgage loans on behalf of each respective party.

Broker/Correspondent Agreement



IN WITNESS WHEREOF, the parties to this Agreement have executed this instrument by their duly authorized officers on the dates set forth below.

Witness Signature

William J.S. Kelley, Director
Neptune Wholesale, a division of EMM Loans LLC

Witness Name

Date

Witness Signature

Director Seller Admin
Neptune Wholesale, a division of EMM Loans LLC

Witness Name

Date

Witness Signature

Broker/Correspondent Company Name

Witness Name

License #: _____ Exp. Date _____

By (Authorized Signature)

Printed Name

Title

Date

Wholesale Lending Compensation Agreement



Select One: Initial Change

Select one of the compensation levels below. The compensation level will be effective for all loans with lender paid compensation for a minimum of 30 calendar days.

Please Note:

- Elections are a percentage of the loan amount. Maximum compensation for any loan is capped at \$19,999.
- Borrower Paid compensation may never exceed your Lender Paid selection
- The compensation level selected applies to all offices of your company originating loans with Neptune Wholesale, a division of EMM Loans LLC and will remain in effect a minimum of 30 days from effective date until changed by receipt of a subsequent Lender-Paid Compensation Election Form.
- Neptune Wholesale, a division of EMM Loans LLC reserves the right to adjust the selected compensation on a prospective basis upon prior written notification to the Broker.

Check One

- 1.000% 1.125% 1.25% 1.375% 1.50% 1.625% 1.75% 1.875% 2.000% 2.125%
 2.25% 2.375% 2.50%

No Lender Fee - LLPAs will apply

- 2.625% 2.750%

By signing below, the undersigned is certifying:

- The Broker will comply with the anti-steering and loan officer compensation rules outlined in Regulation Z as it relates to any loan originated by the broker and sent to Neptune Wholesale, a division of EMM Loans LLC
- The Signer has the requisite authority to sign this form on behalf of the Broker listed above

Company

By (Authorized Signature)

Date

Name / Title

This addendum is to the Mortgage Broker/Correspondent Agreement (the “Agreement”), which was entered into concurrently with this Addendum or prior to this Addendum by and between Neptune Wholesale, a division of EMM Loans LLC, and BROKER/CORRESPONDENT. The definitions used in this Addendum shall have the same meanings as the definitions of the Agreement.

To the extent that this Addendum may conflict with any provision of Agreement, the terms and conditions of this Addendum shall control and supersede any conflicting provision in the Agreement.

BROKER/CORRESPONDENT desires to be approved to originate FHA loans on behalf of Neptune Wholesale, a division of EMM Loans LLC, under the FHA Sponsorship program or in a Principal - Authorized Agent relationship. Neptune Wholesale, a division of EMM Loans LLC desires to be a willing sponsor or Agent of BROKER/CORRESPONDENT to originate FHA loans, provided BROKER/CORRESPONDENT has originated such loans in compliance with HUD (FHA) guidelines and the Agreement.

In addition to the various representations, warranties, and covenants contained in the Agreement, BROKER/CORRESPONDENT represents, warrants, and covenants the following as to each FHA mortgage loan application submitted to Neptune Wholesale, a division of EMM Loans LLC:

1. BROKER/CORRESPONDENT will not issue to Applicants a lock-in agreement unless BROKER/CORRESPONDENT has received written confirmation of approval of the interest rate, points and terms from Neptune Wholesale, a division of EMM Loans LLC.
2. BROKER/CORRESPONDENT agrees to comply with all local, state, and federal laws and HUD/FHA regulations, guideline rules, and Mortgagee Letters. Underwriting approval by Neptune Wholesale, a division of EMM Loans LLC does not negate BROKER/CORRESPONDENT’s responsibility hereunder.
3. BROKER/CORRESPONDENT acknowledges that, if required, BROKER/CORRESPONDENT must pay the annual FHA renewal fee and will do so in a timely manner each year.
4. BROKER/CORRESPONDENT acknowledges that BROKER/CORRESPONDENT has access to all the required FHA manuals.
5. BROKER/CORRESPONDENT acknowledges that BROKER/CORRESPONDENT meets all eligibility requirements imposed by HUD for originating FHA loans and that should BROKER/CORRESPONDENT eligibility be impaired subsequent to BROKER/CORRESPONDENT’S approval herewith BROKER/CORRESPONDENT shall promptly notify Neptune Wholesale, a division of EMM Loans LLC.
6. BROKER/CORRESPONDENT acknowledges that Neptune Wholesale, a division of EMM Loans LLC shall be responsible for obtaining the MIC (Mortgage Insurance Certificate) on all loans closed hereunder. BROKER/CORRESPONDENT further agrees that if HUD denies the insurance for any reason except for acts and omissions by Neptune Wholesale, a division of EMM Loans LLC, BROKER/CORRESPONDENT will take all measures to correct the deficiencies in documentation, etc., so that the loan can be guaranteed or insured.

Company

By (Authorized Signature)

Date

Name and Title

Certified Corporate Resolution



Date	Company
------	---------

I, _____, of _____ (Company Name),
a _____ (State) Corporation, do hereby certify that a meeting of the Board of Directors of the "Corporation", duly called and
held at the office of the Corporation at _____ (Address), on the _____ (mm/dd/yyyy),
at which a quorum was present and voting, the resolution was unanimously adopted and that said Resolution is now in full force and effect:

"BE IT RESOLVED THAT _____ (Name of persons authorized), are authorized to execute the
Neptune Wholesale, a division of EMM Loans LLC and related Addendums with Neptune Wholesale, a division of EMM Loans LLC, date
_____ (mm/dd/yyyy).

"BE IT FURTHER RESOLVED THAT any of those officers of this Corporation as noted below is authorized to make, execute, commit to,
and deliver on behalf of this Corporation as its act and deed any and all loan documents pursuant to GNMA, FHA, and VA guidelines to bind
the Corporation in matters involving the sale of mortgage loans (with or without concurrent funding) to Neptune Wholesale, a division of EMM
Loans LLC this _____ (mm/dd/yyyy)."

(Affix corporate seal here, if applicable)

Signature

(Printed Name & Title)

Signature

(Printed Name & Title)

Signature

(Printed Name & Title)



MEMBERS' RESOLUTION AUTHORIZING ENTERING INTO MORTGAGE BROKER AGREEMENT

_____, LLC
(HEREINAFTER, THE "COMPANY")

It is hereby RESOLVED, that, having complied with the appropriate procedures under the Operating Agreement, As follows:

The Company accepts a contract and enters into the Mortgage Broker Agreement with Neptune Wholesale, a division of EMM Loans LLC.

It is further RESOLVED, that the Members of this Company are, collectively and individually, authorized to do and perform any and all such acts, including execution of any and all documents and certificates, as such officers shall deem necessary or advisable, to carry out the purposes and intent of the foregoing resolutions.

It is further RESOLVED, that any actions taken by such Members prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred thereby are hereby ratified, confirmed and approved as the acts and deeds of this Company.

Signature

Member (Printed Name)

Signature

Member (Printed Name)

CERTIFICATE

The undersigned hereby certifies that he/she is the custodian of the books and records of _____, LLC, a Company duly formed pursuant to the laws of the state of _____ and that the foregoing is a true record of a Resolution duly adopted at a meeting of _____ the day of _____, 20____, and that said meeting was held in accordance with state law and the Operating Agreement of the above-named Company, and that said Resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary of the above-named Company, this ____ day of _____, 20____ .

Signature

Print Name

Affiliated Businesses Disclosure



Affiliated Company	Nature of Business	Describe Affiliation	If shared ownership, list all other owners

We are not affiliated with any other entity (if applicable).

I certify that the information provided above is complete and accurate. By signing I also understand that Neptune Wholesale, a division of EMM Loans LLC, will make reference inquiries and that it may verify any information contained in the Application and/or Addendum to the Broker Application by inquiries through public and private sources.

I/We certify that the information provided is true and accurate.

Company

By (Authorized Signature)

Date

Name and title

Broker AML Certification



_____ (“Company”) hereby certifies to Neptune Wholesale, a division of EMM Loans LLC, that Company has met and will meet on an ongoing basis all of the responsibilities and obligations listed below:

Responsibilities & 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 of effective internal policies, procedures, and controls;
 - b. The designation of a qualified compliance officer;
 - c. An ongoing AML employee training program; and
 - d. An independent audit function to test the AML Program
2. Company will perform all obligations under the Anti-Money Laundering laws and regulations, and any amendment thereto, as to (i) verifying the identity of 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 or 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 Neptune Wholesale, a division of EMM Loans LLC.
4. Broker will ensure that it obtains an independent audit by a duly qualified and unrelated party or employee of Company’s compliance with the requirements of the Anti-Money Laundering laws and regulations, including independent testing of such compliance.
5. Company will make any information and records regarding any of the above matters available to Neptune Wholesale, a division of EMM Loans LLC 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 Neptune Wholesale, a division of EMM Loans LLC, and will promptly notify Neptune Wholesale, a division of EMM Loans LLC, in the event that any of the above ceases to be accurate at any time.

Company Print Name Print Title

Signature Date

Rate Sheet Request and Marketing Consent Form



In compliance with the FTC regulations on the Telephone and Consumer Protection Act (TCPA) and the Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM Act), Neptune Wholesale, a division of EMM Loans LLC, is requesting written consent from all of our business partners to send advertising and marketing materials via email to all new and existing business partners.

PLEASE INFORM NEPTUNE WHOLESALE, A DIVISION OF EMM LOANS LLC IN WRITING IMMEDIATELY OF ALL CHANGES TO THE LIST BELOW (including additions, deletions, etc.)

Company Information

Company Name
Contact Person
Telephone
Email Address

- Please add my company to the email daily rate sheet distribution.
- My company currently receives the rate sheet.

Here is a list of additional branches, contacts and email addresses to add to the Neptune Wholesale, a division of EMM Loans LLC distribution list.

Branch Location	Contact Person
Email Address	
Branch Location	Contact Person
Email Address	
Branch Location	Contact Person
Email Address	

Company

By (Authorized Signature)

Date

Name and Title



Quality Control Policy

The Broker and/or Correspondent herein certifies that it maintains and follows a Quality Control Policy which will be used to monitor its lending activities to ensure compliance with all Agency and Secondary Market guidelines and eligibility requirements; ensure compliance with all Federal, State and local laws and regulations including compliance with fair lending laws i.e. the Fair Housing Act and the Equal Credit Opportunity Act (ECOA); and guard against errors, omissions, negligence, and fraud from all parties involved in its Loan Production;

Principal Name

Company Name

Signature

Date



HIRING POLICY

The Broker and/or Correspondent certifies that they possess and maintain internal procedures to ensure that all employees, including management, involved in the origination of mortgage loans (including application through closing) are checked against the (U.S. General Services Administration (GSA) Excluded Parties List, the HUD Limited Denial of Participation List (LDP) List and the Federal Housing Finance Agency (FHFA) Suspended Counterparty Program (SCP)) list(s).

Principal Name

Company Name

Signature: _____

Date: _____

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>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.</p> <p> <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) ▶ _____ 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) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
-				-					
or									
Employer identification number									
-									

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

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-DIV (dividends, including those from stocks or mutual funds)

- 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 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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