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### Tgs vlt gf Hqto u \*Qt li lpcn Y gvUi pcwtg qt G/uli pcwtg+

- Mortgage Broker Application Form
- Mortgage Broker Agreement (Include "Exhibit A") Form
- Addendum to Broker Agreement Form
- Lender-Paid Broker Compensation Election Agreement
- Permission to Send Fax and E-Mail Form
- Request of User Name and Password Form
- Loan Fraud and Zero Tolerance Statement
- Corporate Resolution (Corporation only)
- Anti-money Laundering (AML) Program Attestation
- W-9 form (Properly executed IRS form W-9)
- Mortgage Broker Branch Application Form (If applicable)

### Required Attachments

- Copy of Mortgage Officer License, Broker License and Branch License (s)
- Entity information and authority documents (Copy of Articles of Corporation / Partnership / Subchapter S. Corp. )
- Copy of Statement of Information or Resolution of Officers (Corporation only)

**\* Do you need our processing service?**      **Yes**      **No**

**\* Would you like to choose Lender-Paid Compensation?**

**Yes**      **No**

*\* If to choose "YES", please complete the {LENDER-PAIDBROKE R COMPENSATION ELECTIONAGREEMENT}.*

*\* For any loan cases you submit, AAA provide only one opportunity to set the switch between "Lender Paid" or " Borrower Paid" before drawing loan docs.*

*\* There is a standard policy that any broker has one opportunity to change lender paid comp plan with AAA LENDINGS each month.*

**PLEASE EMAIL ALL THE COMPLETED REQUIRED FORMS(ORIGINAL, WET SIGNATURE) AND ATTACHMENTS TO**  
**[brokerapproval@aaalendings.com](mailto:brokerapproval@aaalendings.com)**



## MORTGAGE BROKER APPLICATION

Company Information													
Legal Name of Entity :													
DBA:													
Street Address (No P.O. Box) :													
City:				State:		ZIP Code:							
Phone:		Fax:		Company E-mail:									
Contact Person:				Contact E-mail:									
Type of Business:	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Corp.	<input type="checkbox"/> S. Corp.	<input type="checkbox"/> Partnership	<input type="checkbox"/> LLC	<input type="checkbox"/> LLP	<input type="checkbox"/> LP	<input type="checkbox"/> LTD					
Date Incorporated:				County:				State:					
Federal ID No:				If no Federal ID #., Broker SSN:									
License/Approval													
Broker of Record :				License # :									
Broker NMLS #:				Date Issued:									
Company NMLS #:				Expiration Date:									
<i>If licensed approved by any of the following entities, the following information is required.</i>													
FHA/HUD No.:				Date Approved:									
Veterans Affairs No:				Date Approved:									
Fannie Mae No:				Date Approved:									
Freddie Mac No:				Date Approved:									

Principal(s) / Senior Officer(s) / Manager(s)				
Title	Name	Phone	Email	% Owned

References: (List All FNMA/FHLMC Wholesale Lenders with Whom You Are Approved)		
Company	Contact Person	Email Address

Company Disclosures		
Has your company ever been suspended from selling or servicing mortgages by an investor? If yes, please provide explanation.	Yes	No
Has your company ever (previously or currently) been named in any litigation or administrative proceeding? If yes, please provide explanation.	Yes	No
Have you ever been removed from a Lender's / Investor's Approved Mortgage Brokerage list? If yes, please provide explanation.	Yes	No



## MORTGAGE BROKER APPLICATION

Have your company and/or principals or corporate officers been named as a defendant in a lawsuit for alleged fraud or misrepresentation? If yes, please provide explanation.	Yes	No
Has your company and/or principals or corporate officers been named as a defendant in a criminal proceeding, complaint or have a conviction for fraud or misrepresentation in connection with real estate activity? If yes, provide explanation.	Yes	No
Has your company and/or principals or corporate officers filed for protection from creditors under any provision of the bankruptcy code within the past seven years? If yes, please provide explanation.	Yes	No
Has your company and/or principals or corporate officers ever had a real estate or other professional license suspended or revoked, or received any other disciplinary action from a regulatory agency? If yes, please provide explanation.	Yes	No

### Productions

Product Type	Year to Date Volume		Previous Year's Volume	
	Dollar Amount	% of Total	Dollar Amount	% of Total
Conventional	\$	%	\$	%
Non-QM	\$	%	\$	%
FHA	\$	%	\$	%
VA	\$	%	\$	%
Jumbo	\$	%	\$	%
Other	\$	%	\$	%

Volume Mortgage Brokerage expects to submit to AAA Lendings per month : \$

### Professional Organizations

Please check the organizations of which you are a member in good standing: **NAMB** **MBA**

Others:

### Authorization to Release Information

The undersigned applicant(s) authorize(s) the release to AAA Lendings of any and all Information(s) about the applicant(s) deemed necessary by AAA Lendings . The applicant(s) also agree(s) that AAA Lendings form time-to-time, may request and secure additional information from mortgage brokerage.

### GENERAL CERTIFICATIONS:

The undersigned declares that, to the best of his/her knowledge, the statements set forth herein are true. AAA Lendings. Is hereby authorized to obtain verification of any information provided herein.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Broker (Company) of Record (Print) \_\_\_\_\_

Principal / Senior Officer (Print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Principal / Senior Officer (Print) \_\_\_\_\_

Principal / Senior Officer (Print) \_\_\_\_\_

**AAA Lendings. USE ONLY**

R/O Code#	Acct. Exec.:	Broker ID:
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## MORTGAGE BROKER AGREEMENT

### MORTGAGE BROKER AGREEMENT

This Mortgage Broker Agreement ("Agreement") is made and entered into on \_\_\_\_\_ 20\_\_\_\_\_  
By and between AAA Lendings ("Lender") and \_\_\_\_\_  
("Broker"). The Lender and the Broker are referred to herein collectively as the "Parties" or each, a "Party".

WHEREAS, Broker is duly licensed and approved to broker one-to-four family mortgage loans, and desires to deliver loan application packages for such loans to the lender.

WHEREAS, the Lender desires to accept from Broker certain loan applications for one-to-four family mortgage Loans for underwriting and, if approved, closing and funding, upon and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereto, in consideration of the foregoing promises and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, mutual warrant, covenant and agree as follows:

1. General Broker Responsibility; Fees. Broker will at Broker's sole expense perform those services listed on Exhibit "A" to this Agreement in consideration for such fees as set forth on Exhibit "B" to this Agreement. Such fees may be paid in whole or in part by Borrower and/or by Lender; provided that no fees shall be payable to Broker which have not been fully disclosed to, and approved by, both Lender and Borrower. The contents of all Loan packages and other information submitted to Lender shall become the property of Lender upon loan closing, and all information contained therein may be subject to Lender's independent verification. No fee shall be owed to Broker on account of any proposed Loan which is not funded and closed, and Lender shall have no obligation under this Agreement to Broker if a Loan fails to close and fund, for whatever reason except that Lender will fund any loans submitted to Lender by Broker, which conform with the lending criteria, policies and guidelines then in effect ("Lending Criteria").

2. Loan Approval. Lender shall make available to Broker product descriptions of the various wholesale lending programs being offered by Lender from time to time. Such descriptions shall not be binding upon Lender. Loan approval shall be within Lender's Lending Criteria. Broker shall not represent to any party that Lender has approved or will approve any Loan until Broker is so informed by Lender in writing. All Loans shall close in Lender's name. Appraisers and their qualifications must be approved in advance by Lender; however, such approval does not ensure that Lender will not review or rewrite any appraisal submitted to it.

3. Broker's Warranties. Broker represents, warrants and covenants to Lender, as of (i) the time any Loan package is submitted to Lender, and (ii) as of the time the Loan is funded and closed through the life of the Loan, that:

3.1 Authority and Capacity. Broker is a duly organized and validly existing entity in good standing under applicable laws of the state of California and is properly licensed, approved or registered with the U.S. Housing & Urban Affairs Department (at any time a FHA loan is submitted to Lender) and in such state or other states in which it is engaged in the business of brokering or originating mortgage loans, and that it has the requisite authority and capacity to enter into this Agreement and this Agreement has been duly authorized, executed and delivered by Broker and constitutes a valid and binding obligation of Broker, enforceable in accordance with its terms. Broker's compliance with the terms and conditions of this Agreement will not violate any provisions of its charter documents, any instrument relating to the conduct of its business, or any other agreement, law or regulation to which it may be a party or under which it may be governed.

3.2 No Untrue Statements. None of the statements or information contained in any document submitted with or included as part of the application package, or in any document reviewed in connection with Lender's underwriting decision, contains or will contain any misleading, false or erroneous statements, or omit facts necessary to make such statements or information accurate and understandable in every respect.

## BROKER AGREEMENT

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3.3 *Absence of Claims.* There is not pending or threatened any suit, action, arbitration, or legal, administrative, or other proceeding or investigation (including an allegation of fraud by another lender) against Broker or its current or former owners, agents, or employees which could have an adverse effect on the Broker's business, assets, financial condition, or reputation, or upon any Loan submitted for funding by Lender.

3.4 *Control of Document.* No Borrower shall have had in its direct or indirect possession or control any credit, income, or deposit verification document submitted to Lender with respect to any Loan.

3.5 *Duly Licensed.* Broker possesses all necessary approvals, licenses, permits, and authority to execute and deliver this Agreement and to engage in the activities contemplated by this Agreement, and Broker is in full compliance in all respects, and in good standing, with all regulatory and supervisory agencies having jurisdiction over Broker.

3.6 *Ownership.* Broker has no direct or indirect ownership interest in any property acting as security for the Loan.

3.7 *Compliance / Licensing.* Broker and each other person involved in the Loan transaction has complied and will comply with all applicable state and federal laws and regulations, including without limitation of the National Housing Act and its implementing regulations, (if a FHA loan is submitted to Lender) as amended, with respect to the Loans and the activities of Broker. The Broker and each other person involved in the Loan transaction is in full compliance in all respects with all rules and regulations of all real estate and mortgage lending regulatory and supervisory agencies as are applicable to Broker and such person(s), and Broker and all such person(s) are presently in good standing with, and hold all licenses and approvals required by, such agencies. Broker covenants to maintain all licenses and approvals on a current basis and to keep itself in good standing with such agencies. Broker further covenants to notify Lender immediately upon the suspension, revocation, expiration or other termination of any licenses or approvals, or of the taking of any action by any such agency against Broker or such person(s) which could adversely affect the Broker's licenses and approval.

3.8 *Fees.* Any fees (and the amount of such fees) imposed by Broker upon Borrower have been determined by negotiations between Borrower and Broker. The total fees to be received by Broker have been separately itemized and fully disclosed to Borrower and Lender

3.9 *Services to Borrower.* At all times during the term of this Agreement, with respect to each Borrower whose application has been submitted to Lender, Broker has observed and shall observe and fully discharge the duties owed by mortgage brokers to their clients under applicable law. In addition to having assisted Borrower in the completion of his/her loan application, Broker has fully and satisfactorily performed at least five of the services set forth on Exhibit "A." All services were performed and in accordance with accepted and customary standards in the mortgage lending industry generally, and Broker is not aware of any dispute or claim by any borrower that all such services were not fully and satisfactorily performed.

3.10 *High Cost Mortgages.* With respect to any Loan that is subject to the provisions of Section 226.31 and Section 226.32 set forth in Regulation Z (Truth in Lending), prior to the date of Broker's submission of Borrower's completed Loan application package to Lender, Broker has delivered a complete and accurate notice which satisfies all requirements of Sections 226.31 and 226.32 of Regulation Z. Broker has reviewed and analyzed borrower's credit, income, debts and financial condition, discussed the results of its review and analysis with the Borrower and, based upon such review, analysis and discussion, Broker has a reasonable basis to believe that Borrower has the ability to repay the Loan in accordance with its terms. The Borrower has not signed a letter indicating or otherwise notified Broker that Borrower is unable to repay the Loan in accordance with its terms.

4. *Status of Broker.* Nothing in this Agreement shall be construed as the Broker being deemed a joint venture, partner, representative, employee or agent of Lender. Broker shall not hold itself out as such, nor shall it use Lender's name in any advertising. Broker's decision to submit application packages to Lender has been made in consultation with Borrower.

## BROKER AGREEMENT

### 70 Indemnification and Release

5.1 Broker shall indemnify and hold Lender and its affiliates, shareholders, directors, officers, agents, employees, successors, and assigns harmless from and against, and shall reimburse the same with respect to, any and all losses, damages, demands claims, liabilities, costs, and expenses, including reasonable attorney's fees, (collectively "**Losses**") from any cause whatsoever, incurred by reason of or arising out of or in connection with, (a) any misrepresentation or fraud by Broker, the applicant or third party (other than the Lender) in connection with any Loan Package, (b) any breach of a representation or warranty of Broker, or the non-fulfillment of any covenant, agreement or condition of Broker, contained in this Agreement, including without limitation the failure of Broker to comply with the requirements of the Guidelines and applicable federal, state and local laws, ordinances, regulations and rules, (c) the failure of Broker to follow the Lender's lock-in procedures, (d) any claim of a borrower or class of borrowers related directly or indirectly to any loan or class of loans; (e) any claims of governmental or administrative instrumentality, body, agency, department or commission, having jurisdiction pursuant to any applicable statute, rule, regulation, order, or decree, in connection with any loan; or (f) any dispute by an applicant regarding the fees charged or documents or disclosures provided by the Broker.

5.2 Broker understands and agrees that the Lender may report information about any application for a loan that the Lender believes to contain misrepresentations and/or irregularities to the applicable regulatory agency and/or to any mortgage industry background database, including, but not limited to, databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange ("MIDEX"). Broker agrees that it and/or its Representatives (as that term is defined at section 5.03) may be named as the originating entity or loan officer(s) on any such loan. Broker acknowledges the importance of the Lender's right and necessity to disclose such information. Without limiting the generality of section 17.1, Broker, for itself and its Representatives hereby releases the Lender, its officers, directors, shareholders, employees, and affiliates, and their respective successors and/or assigns from any and all liability, claims, losses, costs, expenses, penalties, fines, forfeitures, judgments and damages, including reasonable attorneys' fees and court costs, both direct and indirect, that may arise from the reporting or use by any database subscriber of any information submitted by the Lender, with respect to Broker and/or its Representatives, to any mortgage industry background database, including MIDEX.

**Lender's Rights.** Dtgngt u'qdrki cvkqp 'q' hwnf 'lpf go plh' 'Ngpf gt' wpf gt 'j' ki' Ci tgggo gpv'uj cni'pq'vdg'chgevgf 'd' 'Ngpf gt' vcnkpi 'cp' 'qh'j' g'hqmqy lpi 'cevkpu'y kj 'qt' y kj qw'pq'leg'q' Dtgngt 'c+hs wlf cvkqp. 'tgr c' o gpv' tgv'go gpv'qt 'ucrg'qt tguerg'qh'cp' 'Nqcp. 'd+htq genquw'g'qh'cp' 'Nqcp=qt 'e+ucrg'qt 'tguerg'qh'j' g'r tqr gtv' 'ugew'kpi 'cp' 'Nqcp0

### 90 Repurchase.

7.1 **Event of Repurchase.** "Broker" shall, "within" "twenty" (20) "days" of "receipt" of "written" notice "from" the "lender," repurchase "from" the "lender," "at" a "price" calculated "pursuant" to "section" 7.4 "below," any "loan" that "contains" evidence "of" fraud "in" the "origination" of "the" loan "or" any "information" that "is" not "true" and "correct" or "in" connection "with" a "breach" of "Broker" of "any" covenant "or" requirement "set" forth "in" this "Agreement" or "the" related "Guidelines."

7.2 **Foreclosure of Real Property Security.** "It" is "agreed" by "the" Parties "that" Broker's "repurchase" obligation "with" respect "to" a "loan" shall "not" be "eliminated" or "discharged" due "to" foreclosure "of" the "real" property "securing" the "loan" or "other" acquisition "of" said "real" property "by" the "lender" or "a" third party.

7.3 **Borrower Rescission.** With "respect" to "each" loan "application" submitted "to" the "Lender" under "this" Agreement, "Broker" agrees "that" if "the" loan "is" rescinded "pursuant" to "the" Truth "in" Lending "Act" and/or "any" other "law," "Broker" will "immediately" pay "to" the "Lender," on "demand," all "monies" collected "from" the "borrower" prior "to" closing, "so" that "the" Lender "may" return "said" monies "to" the "borrower."

7.4 **Repurchase Price.** "With" respect "any" reverse "mortgage" loan, "the" repurchase "price" shall "be" equal

## BROKER AGREEMENT

to the sum of: (i) the amount of compensation paid by the Lender to Broker in connection with such loan hereunder, (ii) all costs incurred by the Lender in underwriting, closing, funding or otherwise related to or associated with the loan, (iii) the unpaid principal balance of the loan, (iv) all accrued but not yet capitalized interest thereon at the applicable note rate through the date of repurchase, (v) any unreimbursed advances, costs or expenses made or incurred by the Lender in connection with such loan, and (vi) if the Lender has sold the loan, all other costs incurred by the Lender in purchasing the loan from the investor or pool. With respect to any forward mortgage loan, the repurchase price shall repurchase price shall be equal to the sum of: (i) the unpaid principal balance of such loan if it has been pooled or sold. If such Loan has not been pooled or sold by the Lender, the Repurchase Price shall be at the original face amount of the loan, less principal reduction since the original funding of the loan by the lender; plus, (ii) all interest accrued but unpaid on the principal balance of the Loan from the paid-to-date of the Loan through and including the last day of the month in which the purchase is made; plus, (iii) all expenses, including but not limited to reasonable fees and expenses of counsel incurred by the Lender in enforcing Broker's obligation to purchase such Loan; plus, (iv) all fees, commissions and yield spread premiums paid by the Lender with respect to such Loan; plus, (v) all fees, interest, charges and expenses incurred by the Lender in connection with the warehousing of the Loan, plus, (vi) any un-reimbursed advances made by the Lender with respect to such Loan, including but not limited to payments authorized by the Loan documents or law to protect the security interest; plus, (vii) Any un-reimbursed advances of taxes or insurance made by the Lender with regard to such Loan as of the date of purchase; less (viii) any proceeds of mortgage insurance with respect to the Loan collected by the Lender.

7.5 *Repurchase Procedure.* Within twenty (20) days after receipt of written demand for repurchase from the Lender, Broker shall remit the repurchase price, as determined in section 18.4, to the bank account designated by the Lender by wire transfer of immediately available funds. Promptly following receipt by the Lender of such funds, the Lender shall release to Broker all loan documents in the Lender's possession and shall execute and deliver such instruments of transfer or assignment, in each case without recourse, as shall be necessary to vest Broker, or its designee, with title to such repurchased loan.

8. *Disclosure of Information.* Broker acknowledges and agrees that Lender may report instances of Broker making any misstatement in connection with a Loan, or Broker's knowingly aiding a Borrower or any other party involved in the Loan transaction to do the same, to appropriate state or federal regulatory authorities or law enforcement agencies. In addition, Broker shall make prompt, timely, full, accurate and truthful disclosures to Lender of all facts, information and documentation which Broker may know, suspect, or have notice of, which could affect or has affected the validity, collectability, collateral value, security, and enforceability of any loan brokered by Broker for funding by Lender.

9. *Termination of Agreement.* Upon notice to the other: Broker may terminate its obligations under Section I of this Agreement-, or Lender may terminate its obligations under Sections 1, 2 and 3 of this Agreement. No other provisions of this Agreement may be terminated for any reason.

10. *Governing Law.* This Agreement shall be governed by and construed in accordance with the law of the state of California.



## BROKER AGREEMENT

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### 11. Miscellaneous.

11.1 *Right to Offset.* Amounts owed by Broker to Lender under this Agreement may, at Lender's option and in its sole discretion, be offset by Lender against any payments then or thereafter owed by Lender to Broker.

11.2 *Notices.* All notices required hereunder shall be in writing and shall be deemed to have been given, made, and received only (a) upon delivery, if personally delivered to a party; (b) one business day after the date of dispatch, if by facsimile transmission; (c) one business day after deposit, if delivered by a nationally recognized courier service offering guaranteed overnight delivery; or (d) three business days after deposit in the United States first class mail, certified mail, postage prepaid, return receipt requested, to the address appearing on the signature page of this Agreement.

11.3 *Attorney's Fees.* If either party to this Agreement brings an action or proceeding concerning the rights and duties of the parties hereto, whether founded in tort, contract or equity, or to declare rights hereunder, the prevailing party in any such proceeding, action, or appeal thereon, shall be entitled to recover its reasonable attorney's fees and costs from the other party. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorney's fees reasonably incurred. In addition, Broker hereby agrees to reimburse Lender for all attorney's fees, costs and expenses incurred in the preparation and service of notices of default, demands, and consultations with Lender's attorneys in connection therewith, whether or not a legal action is subsequently commenced in connection with Broker's default or breach.

11.4 *Assignment.* Broker may not assign this Agreement or its duties hereunder.

11.5 *Entire Agreement; Amendment.* This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment shall be binding unless executed in writing by both parties.

11.6 *Waivers or Remedies.* Failure or delay to exercise any right or remedy available under this Agreement or at law or equity, shall not act as a waiver of any other right or remedy, 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.

11.7 *Partial Invalidity.* If any provision of this Agreement is held invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

11.8 *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. In the event any borrower(s) exercises his, her or their right of rescission, Broker shall promptly pay to Lender all amounts collected by Broker from Borrower in connection with the Loan, except where such amounts were disbursed by Broker to third party service providers.

11.9 *Provision of Information.* During the term of this Agreement, and after the submission of a Loan application to Lender, Broker shall furnish Lender, by bonded courier, all notices, communications, documents, correspondence and other materials received by Broker from any person whatsoever relating to a Loan within one day following receipt thereof by Broker.

11.10 *Reimbursement.* Broker shall reimburse Lender all attorney's fees and costs incurred in Lender's attempt to recover any and all sums due under this Section 11 in the event that Broker fails to timely reimburse Lender.



## BROKER AGREEMENT

### 12. Early Payment Premium/Credit Recapture.

*All Programs.* The parties acknowledge and agree that Lender is committed to the long-term performance of its loans and will suffer economic detriment as a result of an early payoff of its loans that would be difficult to precisely determine and prove. Accordingly and notwithstanding anything to the contrary contained in this Agreement, if any mortgage loan submitted by Broker to Lender pursuant to this Agreement is paid exceed 20% of the loan balance within 210 days from the date of funding for any reason, Broker shall promptly pay to Lender 100% of the prepayment penalty or all compensation paid to Broker in connection with such mortgage loan within 15 days, regardless of whether such compensation was paid by Lender, seller, buyer or third party. Broker acknowledges and agrees that this amount is a reasonable measure of actual damages and is not a penalty.

### 13. Early Payment Default.

13.1 *Default Loan.* In addition to any other repurchase obligations within this Agreement, Broker shall repurchase a Loan at the Repurchase price set forth in section 7 within five (5) Business Days following receipt of notice from Lender of the occurrence of any of the following events with respect to such Loan: (a) For any Loan that is eligible to be sold to or insured by any Agency: Any of the first four (4) scheduled monthly payments due Lender on the Loan becomes ninety (90) days delinquent; or (b) For any other Loan: Any of the first four (4) scheduled monthly payments due Lender on the Loan becomes thirty (30) days delinquent.

13.2 *Delinquent Loan.* A monthly payment shall be considered delinquent if that payment is not received by Lender or its assigns on or before its due date. Each delinquent monthly payment shall accrue another day of delinquency for each consecutive day that passes without Lender or its assigns receiving that monthly payment. Furthermore, for each full calendar month that passes without Lender or its assigns receiving the delinquent monthly payment, the monthly payment shall be considered thirty (30) days delinquent regardless of the number of days in that month.

13.3 *Prohibition.* Broker shall not advance funds for or on behalf of a Borrower for any payment or to otherwise make funds available to any Borrower to avoid or to cure a default by the Borrower and any such action by Broker shall not negate Broker's repurchase obligation under this section 13. A payment for which Lender deducted funds at the time of closing the Loan from Broker shall not be considered the first payment due after the date the Loan is closed.

IN WITNESS WHEREOF, the parties have caused there duly authorized representatives to execute this Broker Agreement as of the date first set forth above.

**AAA Lendings**

**Broker:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## BROKER AGREEMENT

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### EXHIBIT A

- (a) Taking information from the applicant and filling out the application. Filling out a prospective borrower's worksheet may substitute for the act of filling out a mortgage loan application if, for reasons of efficiency, the lender prefers to have the actual application filled out in a central location.*
- (b) Analyzing the applicant's income and debt and prequalifying the borrower to determine the maximum amount the applicant can afford.*
- (c) Educating the borrower in the home-buying and financing process, advising the borrower about the different types of loan products available, and demonstrating how closing costs and monthly payments would vary under each product.*
- (d) Collecting financial information (for example, tax returns, bank statements) and other related documents that are part of the application process.*
- (e) Initiating or ordering verifications of employment (VOEs) and verifications of deposit (VODs)*
- (f) Initiating or ordering requests for mortgage and other loan verifications.*
- (g) Initiating or ordering appraisals.*
- (h) Initiating or ordering inspections or engineering reports.*
- (i) Providing required legal disclosures (Truth-in-Lending, Good Faith Estimate, others) to the applicant.*
- (j) Assisting the applicant in understanding and clearing credit problems.*
- (k) Maintaining regular contact with the applicant, real estate broker or salesperson, and lender, between application and closing to apprise them of the status of the application and to gather any additional information as needed.*
- (l) Ordering legal documents.*
- (m) Determining whether the secured property is located in a flood zone or ordering a flood determination.*
- (n) Participating in the loan closing.*



## AUTHORIZATION FOR VERIFICATION

The undersigned certifies that the statement set forth herein and in any accompanying documents are true and factual to the undersigned's best knowledge. The undersigned hereby authorizes AAA Lendings to obtain verification of the information it may deem necessary about the applicant and its principals from any source including any investor, governmental agency or authority, credit bureau or reporting agency, MI Company, Mortgage Asset Research Institute, Inc. (MARI) or any other person or entity.

Additionally, the undersigned and company ("We") represent and warrant that the information provided is complete and accurate in all respects. We understand that this application is made for the purpose of inducing AAA Lendings to approve our business relationship with AAA Lendings We authorize AAA Lendings to make such investigation of our financial condition and representations contained in the application. We understand that this application shall remain confidential property AAA Lendings for all purposes. We agree to notify you immediately of any adverse change affecting the company.

The Federal Equal Credit Opportunity Act requires that all creditors, including banks, savings and loans, small companies, retail stores and others, make credit equally available to all credit worthy customers without regards to sex, marital status, race, color, religion, national origin, age, the fact that all or part of the applicants income is derived from a public assistance program, or the fact that this applicant has in good faith exercised any right under the Consumer Credit Protection Act or applicable state law.

### Broker of record:

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Principal / Senior Officer:

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**LENDER-PAID BROKER COMPENSATION ELECTION AGREEMENT**

**Company Name:**\_\_\_\_\_ **NMLS#:**\_\_\_\_\_

I, the authorized signer for and on behalf of ("Broker"), hereby elect the following percentage of loan amount for determining broker's Lender-Paid Compensation amount in compliance with the Board of Governors of the Federal Reserve System's Regulation Z to the Truth in Lending Act, for all wholesale funded loans where borrower(s) have chosen to have AAA Lendings ("Lender") pay the Broker's compensation:

Please make a selection from the following compensation options:

<input type="checkbox"/> Tier1:0.500%	<input type="checkbox"/> Tier5:1.000%	<input type="checkbox"/> Tier9:1.500%	<input type="checkbox"/> Tier13:2.000%	<input type="checkbox"/> Tier17:2.500%
<input type="checkbox"/> Tier2:0.625%	<input type="checkbox"/> Tier6:1.125%	<input type="checkbox"/> Tier10:1.625%	<input type="checkbox"/> Tier14:2.125%	Plus Flat Fee: \$_____
<input type="checkbox"/> Tier3:0.750%	<input type="checkbox"/> Tier7:1.250%	<input type="checkbox"/> Tier11:1.750%	<input type="checkbox"/> Tier15:2.250%	
<input type="checkbox"/> Tier4:0.875%	<input type="checkbox"/> Tier8:1.375%	<input type="checkbox"/> Tier12:1.875%	<input type="checkbox"/> Tier16:2.375%	

\* **Ceiling/Max Compensation:** \$ \_\_\_\_\_

Broker certifies that when compensation is paid to Broker by Lender, such compensation shall constitute Broker's sole source of compensation and Broker shall not and will not accept any other or additional compensation in any form, at any time, from any party other than the Lender. Broker's compensation is subject to all applicable federal, state, and local laws and regulations and all compensation levels are subject to state and federal high cost limitations.

Broker and Lender agree that this Lender-Paid Broker Compensation Election Agreement will be effect as long as the Mortgage Broker Agreement is in effect. Lender and Broker may agree to amend the foregoing fixed percentage on a monthly basis. However, any such amended rate of compensation shall apply only to loan applications registered by Lender after the effective date of any such change.

This Agreement is effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Broker: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



## PERMISSION TO SEND FAX AND E-MAIL

Dear Valued Customer,

Due to a recently issued FCC regulation implementing The Telephone Consumer Protection Act of 1991, effective August 25, 2003, our existing business relationships will no longer be sufficient approval for our sending faxes to you with rate sheet and product information. Therefore, to conform to this regulation, we request your written authorization in order to continue this service.

Please fill in your fax number where indicated, sign this document and fax it back to us at (626)308-9943.

Thank you. We look forward to our continued business relationship.

### PERMISSION TO SEND FAX AND E-MAIL

( FCC Final Rules & Regulation Implementing The Telephone Consumer Protection Act of 1991 )

The undersigned, as the broker of record, and/or the principal of my company, hereby authorizes AAA Lendings to send any and all faxes and e-mails, created in the ordinary course of their business, to any and all members of my company. I agree to immediately notify AAA Lendings of any future fax number changes. I hereby warrant that I have the authority to bind my company, and all of its employees, agents, and independent contractors who might work here, to the contents and permission granted in this PERMISSION FORM and that I acknowledge that this PERMISSION FORM will stay in full force and effect unless revoked by me in writing and received by AAA Lendings.

Company Name :		
Street Address:		
City:	State:	ZIP Code:

Please list all office locations, phone numbers, fax numbers, and e-mail addresses for fax and e-mail.

Office Location	Phone No.	Fax No.	E-Mail Address

Signature

Date

Print

Title

## LOAN FRAUD AND ZERO TOLERANCE STATEMENT

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### Loan Fraud and Zero Tolerance Statement

Our approved and licensed real estate brokers are responsible for the content and quality of each loan application and supporting documentation submitted by his/her employees. It is also the responsibility of the approved broker to explain what constitutes mortgage loan fraud and also the consequences of fraud to their employees and borrowers, including but not limited to, the types of loan fraud as outlined in this fraud policy.

#### EXAMPLES OF LOAN FRAUD

Among many others, the most common examples of mortgage loan fraud are:

1. **Submission of inaccurate or misleading information** - on loan application and/or falsifying documents purporting to substantiate credit, employment, income, deposit and asset information including identity, ownership or non- ownership of real property, etc.
2. **Forgery** - Signing any documents on behalf of clients.
3. **Occupancy misrepresentation** - Submitting incorrect information regarding current occupancy or the intent to maintain minimum 12 months continuing occupancy as stated in the Security Instrument (Deed of Trust).
4. **Concealment of relevant information** - Brokers must obtain and disclose accurate information on the loan application. The submission of information or documentation that is known or should be suspected of being false or misleading is considered misrepresentation and/or fraud.

#### **Examples:**

- Simultaneous or consecutive processing of multiple owner-occupied loan applications from one applicant on multiple properties, or
- Simultaneous or consecutive processing of multiple loan applications from one applicant supplying inconsistent information on each loan application.

#### CONSEQUENCES OF LOAN FRAUD

AAA Lendings stands behind the quality of its loan production. Fraudulent loans damage AAA Lendings' reputation with investors and mortgage insurance providers. This may jeopardize AAA Lendings' ability to sell loans to our investors in the secondary market.

For those who participate in committing loan fraud, the price is costly as well. Below are potential consequences to the parties involved.

#### **Consequences For Broker:**

1. Criminal prosecution.
2. Loss or suspension of real estate broker's license, salesperson's license and/or other applicable licenses.
3. Civil action against by AAA Lendings



## LOAN FRAUD AND ZERO TOLERANCE STATEMENT

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4. Civil action against by applicant (Borrower) and/or other parties to the transaction.
5. Loss of approved Broker status with AAA Lendings.
6. Loss of approval status with other lenders due to exchange of information between lenders, mortgage insurance Companies, investors, law enforcement agencies, California DRE, and NMLS.

### Consequences For Borrower:

1. Acceleration of debt as mandated in the Security Instrument, Deed of Trust or Mortgage.
2. Criminal prosecution which may result in possible fines and imprisonment.
3. Civil action by AAA Lendings.
4. Civil action by other parties to the transaction such as Seller or Real Estate Agent/Broker.
5. Termination of employment.
6. Forfeiture of any professional license.
7. Adverse, long term effect on credit history.

AAA Lendings performs ongoing quality control audits to meet our investor's requirements.

AAA Lendings adheres to a strict zero tolerance policy for fraud and misrepresentation. Should we discover any misrepresentation or falsified documentation within a loan file, it is our policy to report all instances of fraud or suspicious activity to state and federal law enforcement agencies.

I have read the foregoing. I understand and accept AAA Lendings' policy on Loan Fraud and Zero Tolerance Statement.

Broker CompanyName: \_\_\_\_\_

Signature of Broker: \_\_\_\_\_ NMLS#: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of President/Owner: \_\_\_\_\_ NMLS#: \_\_\_\_\_ Date: \_\_\_\_\_





## CORPORATE RESOLUTION

### Corporate Resolution

I, \_\_\_\_\_, do hereby certify that at a meeting of the Board of Directors of \_\_\_\_\_, a corporation organized \_\_\_\_\_  
Name of Corporation  
under the laws of \_\_\_\_\_, held on the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
State Month Year  
which said meeting a quorum was present and voting throughout, the following resolution, upon motions made, second and carried, was duly adopted and is now in full force and effect:

RESOLVED,

that the President, Vice-President, Treasurer, \_\_\_\_\_, or any one of such officers, be  
Any other officer(s)  
and they are hereby fully authorized and empowered to enter into agreements, contracts and arrangements; to execute, sign or endorse on behalf of \_\_\_\_\_ and to affix the corporate seal on same.  
Name of Corporation

I further certify that the authority thereby conferred is not inconsistent with the Charter or By-Laws of this Corporation, and that the following is a true and correct list of officers of this Corporation as of the present date:

Officers Name	Title	Signature

In Witness whereof, I have hereunto set my hand and seal this, \_\_\_\_\_, day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(If no seal, certify that there is no seal)

\_\_\_\_\_  
Secretary (Or officer authorized to act)



## ANTI-MONEY LAUNDERING (AML) PROGRAM ATTESTATION

In compliance with the Final Rule issued by the Financial Crimes Enforcement Network (Fin CEN) requiring non-depository residential mortgage lenders and originators to comply with the BSA/AML Rule under 31 C.F.R. 1029.210 “Anti-Money laundering programs for loan for finance companies”, who is an approved non-depository loan brokerage/originator, attests that the company has implemented a compliant Anti-Money Laundering (AML) program as of August 13, 2012, which:

- Incorporates policies, procedures and internal controls based upon the loan or finance company’s assessment of the money laundering and terrorist financing risks associated with its products and services.
- Designates a compliance officer who will be responsible for ensuring that the AML program is implemented effectively, is updated as necessary and ensures appropriate persons are educated and trained in accordance with the newrule.
- Provides for on-going training of appropriate persons concerning their responsibilities under the program.
- Provides for independent testing to monitor and maintain an adequate program, including testing to determine compliance of the company’s agents and brokers with their obligations under the program.

AAA Lendings may request documentation of the policies, procedures and internal controls from the broker company at any time, and by signing below, broker agrees to provide the documentation.

Broker Company Name: \_\_\_\_\_ NMLS ID#: \_\_\_\_\_

Broker Company Address: \_\_\_\_\_

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Broker’s Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

41 E LIVE OAK AVE,  
ARCADIA, CA 91006  
Phone: (626) 566-8900 | Fax: (626) 270-5522

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

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

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
				-			-	
or								
Employer identification number								
				-				

## Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

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

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3

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

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

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

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

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://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](http://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 <sup>1</sup>
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 <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>*</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://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.



## MORTGAGE BROKER BRANCH APPLICATION

### BROKERS MAIN OFFICE INFORMATION

AAA Lendings Account Executive: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
DBA: \_\_\_\_\_  
Principal Officer/Broker: \_\_\_\_\_ Tax ID #: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

The Corporate/Mail Office assumes responsibility for notifying AAA Lendings. If at any time a branch office is closed or permission to do business is revoked.

### BROKERS OFFICE INFORMATION

**#1**  
Branch Manager: \_\_\_\_\_ Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
Office Fax: \_\_\_\_\_ FHA ID #: \_\_\_\_\_

**#2**  
Branch Manager: \_\_\_\_\_ Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
Office Fax: \_\_\_\_\_ FHA ID #: \_\_\_\_\_

**#3**  
Branch Manager: \_\_\_\_\_ Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
Office Fax: \_\_\_\_\_ FHA ID #: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Principal Officer or Other Authorized Signer of Corporation)

A copy of the current Branch License is required. Please attach a list of additional offices on a separate sheet of paper.