AAA Capital Investment, Inc.

41 E Live Oak Ave, Arcadia, CA 91006

1 (877) 789-8816 | NMLS #295075

Application Submission Checklist

Please complete the following items for timely processing of your application:

Required Forms & Attachments (Original, Wet Signature or E-signature)

1. Application Submission Checklist
2. The executed Correspondent Application Form
3. 2 years FYE audited financial statements and the most recent fiscal year and the most recent month-end interim financial statement (Income Statement and Balance Sheet)
4. The copy of your Company Formation Document (Including Articles of Incorporation, Operating Agreements, Partnership Agreement and so on)
5. Resumes for all owners and key management or supervisor roles personnel
6. The current Organizational Chart
7. The Copy of Quality Control Policy/Plan
8. The AIR Compliance Plan (Appraiser Independence Requirements) in accordance with agency guidelines
9. The evidence of your Fidelity Bond and Errors and Omissions Insurance
10. The evidence of your State required Surety Bond, if applicable
11. The most recent Investor Report Card
12. The most recent post quality control reports (dated within the last 12 months) with management responses to any significant findings.
13. Sample of Bailee Letters from warehouses for purchasing approval
14. FHFA requires entities to maintain certain minimum financial requirements to continue eligibility and be in good standing with Fannie Mae and Freddie Mac. Please complete AAA LENDINGS' FHFA template for minimum requirements using your most recent quarterly data. *Only required for Non-Agency Delegated Correspondents.
15. Non-Delegated if drawing docs, provide resume of doc drawer and closing/funding manager.
16. The copy of a Corporate Resolution for all authorized signers for the company
17. Provide policies and procedures indicating your company complies with the S.A.F.E. Act, including appropriate licensing and/or registration of individuals acting as mortgage loan originators.
18. Correspondent Loan Purchase & Sale Agreement
19. The completed IRS W9 Form (current version)

PLEASE EMAIL ALL THE COMPLETED REQUIRED FORMS (ORIGINAL, WET SIGNATURE) AND ATTACHMENTS TO

Partnerapproval@aaalendings.com

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Correspondent Application Form

Part1. Company Information

Company Name:					
DBA(s)(If applicable:)					
Street Address:					
City:		State:		ZIP:	
Company Phone:			Company Fax:		
Company Website:			Company NMLS ID #:		
Broker of Record			Broker of Record NMLS#		
Federal Tax ID:			MERS Membership #:		
Business Entity Type:			Incorporation Date:		
Incorporation State:			Company Primary Contact:		
Contact Phone:			Contact Email:		

Part2. Required Non-delegated Correspondent

Non-Delegated (Minimum $150,000 Net Worth)

Part3. Ownership Information

Principal/Owner1:		*Social Security #:	
Title:		*DOB (MM/DD/YYYY):	
% Owned:		Email Address:	
Home Address:			

Principal/Owner2:		*Social Security #:	
Title:		*DOB (MM/DD/YYYY):	
% Owned:		Email Address:	
Home Address:			

Principal/Owner3:		*Social Security #:	
Title:		*DOB (MM/DD/YYYY):	
% Owned:		Email Address:	
Home Address:			

Principal/Owner4:		*Social Security #:	
Title:		*DOB (MM/DD/YYYY):	
% Owned:		Email Address:	
Home Address:			

Parent Company:		*Federal Tax ID:	
% Owned:		Corporate Address:	

*DATE OF BIRTH, SOCIAL SECURITY NUMBER, AND/OR FEDERAL TAX ID REQUIRED FOR APPROVAL
*Above information required for any individual and/or Company with > 10% ownership interest.
*SSN is NOT used to pull credit.
*For any additional Ownership, please attach a separate list containing the above information.

Part4. State Licensing

1. Please indicate the States you have been licensed to origination:

AL	AK	AZ	AR	CA	CO	CT	DE	FL	GA	HI	ID	IL
IN	IA	KS	KY	LA	ME	MD	MA	MI	MN	MS	MO	MT
NE	NV	NH	NJ	NM	NY	NC	ND	OH	OK	OR	PA	RI
SC	SD	TN	TX	UT	VT	VA	WA	WV	WI	WY	District of Columbia	

2. Is your organization a Federally Chartered or State Chartered bank? ◯ Federally ◯ State

3. Is your organization a subsidiary of a bank or credit union? ◯ Yes ◯ No

If "Yes" please identify the bank you are a subsidiary of:

Part5. Agency

Please indicate if licensed or approved by any of the following, and SUBMIT A COPY OF AGENCY APPROVAL LETTERS:

FHA/HUD #		FANNIE MAE #	
VA #		FREDDIE MAC #	
USDA #		GNMA #	

Part6. Origination

	CURRENT YTD	TOTAL PRIOR YEAR
Type of Loan	% of total volume	% of total volume
Retail		
Wholesale (Broker)		
Wholesale(Correspondent)		
Total		

	CURRENT YTD		TOTAL PRIOR YEAR	
Type of Loan	Total Dollars	# of Loans	Total Dollars	# of Loans
Conforming				
FHA				
VA				
Jumbo				
NON-QM				
Other				
Total				

	CURRENT YTD		TOTAL PRIOR YEAR	
Type of Loan	Total Dollars	# of Loans	Total Dollars	# of Loans
Purchase				
Refinance				

Part7. Processing

1. Processing Method: ◯ In House ◯ Outsourced
2. Closing Method: ◯ In House ◯ Outsourced
3. Origination/Processing System: _____
4. AUS Engine: _____

Part8. For Non-Agency Origination Only

1. How many years' experience does your company have in originating and funding Non-QM loans?
2. Does your company have in underwriting's experience for Non-QM loans?

   If have, how many years' experience is?

   If have, how many years' experience does your UW Manager have in Non-QM underwriting?

   If have, what is the average experience of your Non-QM underwriting group?
3. To which other companies have you sold Non-QM loans?
4. Does your company have compliance team?

   If have, how many years' experience is?
5. Does your company have closing team?

   If have, how many years' experience is?

Part9. Current Investor Relationships

Warehouse1 Name:		Contact Name:	
Line Amount ($):		Contact Phone #:	
Line Expiration:		Contact Email:	

Warehouse2 Name:		Contact Name:	
Line Amount ($):		Contact Phone #:	
Line Expiration:		Contact Email:	

Warehouse3 Name:		Contact Name:	
Line Amount ($):		Contact Phone #:	
Line Expiration:		Contact Email:	

Warehouse4 Name:		Contact Name:	
Line Amount ($):		Contact Phone #:	
Line Expiration:		Contact Email:	

Warehouse5 Name:		Contact Name:	
Line Amount ($):		Contact Phone #:	
Line Expiration:		Contact Email:	

Part10. Appraisal Management Companies (AMCs)

AMC's Utilized:

Disclaimer: The correspondent lender is solely responsible for ensuring that any Appraisal Management Company selected by the correspondent is acceptable to AAA LENDINGS. If the correspondent lender makes any additions or deletions to its roster of Appraisal Management Companies, that information must be promptly communicated to AAA LENDINGS. Should the correspondent lender have any question regarding Appraisal Management Companies acceptable to AAA LENDINGS, they should contact their account representative.

Part11. Affiliated Companies

** Affiliated Companies include any separate business entity that is fully or partially owned by either the Applicant or the Applicant's Principal(s), Director(s), or Officer(s).

1. Have any affiliate relationships been terminated within the past 12 months?
   ◯ Yes ◯ No
   IF YES, PLEASE PROVIDE AN EXPLANATION:
2. For any existing affiliates**, please provide the following information (list if additional):

Affiliated Company1 Name:	
Affiliated Company1 Address:	
Length (tenure) of Affiliation:	
Brief description of business activities:	
Ownership Breakdown (include Name and % ownership):	
% Applicant's Production that runs through affiliate:	
% Affiliate's business driven by Applicant:	
Does Applicant share employees with affiliate? ◯ Yes ◯ No	
Does Applicant share office space with affiliate? ◯ Yes ◯ No	
Does any employee of Applicant have signing authority at the affiliated company? ◯ Yes ◯ No	
(Include Name(s), Title):	
*** IF AFFILIATE IS A TITLE COMPANY, COMPLETE THE FOLLOWING ***	
Title Insurer:	
Main Contact Name:	Main Contact Phone:
Main Contact Email:	
Affiliated Company Name:	

Affiliated Company2 Name:
Affiliated Company2 Address:
Length (tenure) of Affiliation:
Brief description of business activities:
Ownership Breakdown (include Name and % ownership):
% Applicant's Production that runs through affiliate:
% Affiliate's business driven by Applicant:
Does Applicant share employees with affiliate? ◯ Yes ◯ No
Does Applicant share office space with affiliate? ◯ Yes ◯ No
Does any employee of Applicant have signing authority at the affiliated company? ◯ Yes ◯ No
(Include Name(s), Title):

Part12. Disclosures

1. Has your Company, and/or principals or corporate officers, had a real estate or other professional license suspended or revoked, or received any other disciplinary action from a regulatory agency?

Yes No

IF YES, PLEASE PROVIDE AN EXPLANATION:

2. Has your Company been suspended from selling or servicing mortgages by an Investor?

Yes No

IF YES, PLEASE PROVIDE AN EXPLANATION:

3. Are you aware of any company officers or employees that are or have been on any agency, state, or federal exclusionary list?

Yes No

IF YES, PLEASE PROVIDE AN EXPLANATION:

4. Has your Company, and/or principals or corporate officers, been named as a defendant in a lawsuit for alleged fraud or misrepresentation in connection with any real estate-related activity, or been involved in any criminal proceedings or litigation in the past seven years?

Yes No

IF YES, PLEASE PROVIDE THE FOLLOWING DETAILS SURROUNDING ANY SETTLED, OPEN ORPENDING LITIGATION:

①LITIGATION EXPLANATION, ②PLAINTIFF NAME, ③DATES THE CASE WASOPENED AND RESOLVED,

④POTENTIAL CORRESPONDENT EXPOSURE AMOUNT, AND ⑤THE COMPANY ACTION PLAN TO RESOLVE.

5. Have any principals or corporate officers ever been convicted of a crime?

Yes No

IF YES, PLEASE PROVIDE AN EXPLANATION:

6. Has your company, and/or owners or corporate officers, filed for bankruptcy within the past seven years?

Yes No

IF YES, PLEASE PROVIDE AN EXPLANATION:

7. Has your company ever had material adverse findings included in any audit examination that was conducted by HUD, VA, Fannie Mae, Freddie Mac, or any regulatory agency?

Yes No

IF YES, PLEASE PROVIDE AN EXPLANATION:

8. Do you have processes in place to ensure compliance with any applicable federal, state, and local high cost and anti-predatory lending statuses?

Yes No

9. Please provide details surrounding any settled, open, or pending Repurchases and/or Indemnifications within the past 24 MONTHS. Include: 1) investor name, 2) note date, 3) repurchase amount, and 4) repurchase explanation (please include with respect to each loan). If no repurchases/indemnifications, enter "N/A".

10. Has your Company developed a compliance program in accordance with FinCEN's Anti-Money Laundering rules issued pursuant to the Bank Secrecy Act?

Yes No

11. Do you check all employees who are involved in the origination of mortgage loans against the FHFA Suspended Counter party Program List, U.S. General Services Administration Excluded Parties List, and HUD LDP List?

Yes No

IF NO, PLEASE PROVIDE AN EXPLANATION:

12. Is your Company in compliance with CFPB's loan originator compensation rules?

Yes No

13. Is your Company in compliance with SAFE Act regulations?

Yes No

14. Has your company developed a compliance program in accordance with the US Patriot Act?
    Yes No

15. Is your company in compliance with FNMA/FHLMC Appraiser Independence Requirements?
    Yes No

16. Has your company taken steps to meet CFBP Title XIV mortgage rules (provisions under Dodd Frank Wall Street Reform and Consumer Protection Act) effective January 2014?
    Yes No

Part13. Certification & Authorization

The undersigned certifies that the statement sets forth herein and in any accompanying documents are true and factual to the undersigned's best knowledge. The undersigned hereby authorizes AAA LENDINGS, or its affiliates or agents 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 bureauor reporting agency, MI company, Mortgage Asset Research Institute, Inc. (MARI) or any other person or entity including warehouse guarantors.

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 request for a correspondent relationship with AAA LENDINGS. We authorize AAA LENDINGS to make such investigation of our financial condition and there presentations contained in the application. We understand that this application shall remain the confidential property of 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 loan companies, retail stores and others, make credit equally available to all credit worthy customers without regard 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.

Seller Rep. Signature:

_____

Seller Rep. Printed Name:

_____

Job Title:

_____

Date:

_____

AAA LENDINGS Rep. Signature:

_____

AAA LENDINGS Rep. Printed Name:

_____

Job Title:

_____

Date:

_____

Certification of Corporate

(Corporation/Limited Liability Company)

The undersigned Secretary of_____, (the "Company") a _____ _____Corporation hereby certifies as follows:

1. The Company is in good standing in the state of its incorporation;
2. The Company has obtained the necessary authority from its board of director to enter into the Correspondent Loan Purchase & Sale Agreement and to execute any other documents necessary to carry out the Agreement;
3. The following officers of the Company, are hereby authorized and directed on behalf of the Company to take such actions, including the execution and delivery of agreements, instruments, and documents, as may be necessary or appropriate to carry out the foregoing resolutions and to effectuate the transactions authorized thereby. The signature of any of the officers identified herein shall be adequate to bind the Company.

Printed Name:_____ Signature:_____ Title:_____

Printed Name:_____ Signature:_____ Title:_____

Printed Name:_____ Signature:_____ Title:_____

4. The Correspondent Loan Purchase & Sale Agreement and any other necessary documents, once executed by the Company, constitute valid and enforceable agreements, whether or not such execution pre-dates this certification. IN WITNESS WHEREOF, I have signed my name and affixed this Seal this __Day of _____ , 20_____ .

Printed Name:_____ Signature:_____ Title:_____

Correspondent Loan Purchase & Sale Agreement

(Servicing Released)

This Correspondent Seller Loan Purchase and Sale Agreement (Servicing Released) ("Agreement") is made this_____day of_____20____, by and between AAA LENDINGS ("Purchaser"), a California company with a mailing address of 41 E Live Oak Ave, Arcadia, CA 91006, and_____("Seller"), a _____with its principal office is located at_____.

WHEREAS, Seller is engaged in the business of originating residential mortgage loans and from time to time hereafter, wishes to sell the loans, including all servicing rights, to AAALENDINGS.

WHEREAS, subject to the provisions of this Agreement, AAA LENDINGS wishes to purchase loans from time to time from Seller;

NOW THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements contained herein, and intending to be legally bound, the parties agree as follows:

ARTICLE I-DEFINITIONS

Section 1.1 As used in this Agreement, the capitalized terms herein shall have the following meanings, unless the context requires otherwise:

"Ability To Repay Standards": means the standards set forth in Regulation Z, 12 C.F.R Part 1026.43(c), as may beamended from time to time.

"Agency Requirements": means the applicable rules, regulations, directives and instructions of Fannie Mae and Freddie Mac, including, without limitation, the applicable requirements of the Fannie Mae Guides and the Freddie Mac Guides, respectively.

"Applicable Law": means all applicable (1)federal, state or local legal requirements (statutes, rules, regulations and ordinances) including, without limitation, anti-predatory and abusive lending, usury, truth- in- lending, real estate settlement procedures, consumer credit protection (including Uniform Consumer Credit Code laws), fair credit reporting, unfair and deceptive acts and practices (including collection practices), equal credit opportunity or fair housing and disclosure laws (including, without limitation, any provisions relating to Prepayment Penalties) applicable to the solicitation, origination, servicing and collection of the Mortgage Loan and any Prepayment Penalties associated with such Mortgage Loan, (2)requirements and guidelines of each governmental agency, board, commission, instrumentality, and other governmental body or office having jurisdiction, including, without limitation, the CFPB; and (3)judicial and administrative judgments, orders, stipulations, awards, writs, and injunctions.

"Appraisal": means a written appraisal of a Mortgaged Property made by a Qualified Appraiser, which appraisal must be written, in form and substance, to Agency Requirements applicable at the time of origination for mortgage loans of the same type as the Mortgage Loans, and satisfies the requirements of FIRREA.

"Appraised Value": means, with respect to any Mortgaged Property, the lesser of (i) the value set forth on the Appraisal made in connection with the origination of the related Mortgage Loan as the value of such Mortgaged Property, or (ii) the purchase price paid for such Mortgaged Property, provided, however, that in the case of a refinanced Mortgage Loan, such value shall be based solely on the Appraisal made in connection with the origination of such Mortgage Loan.

"AAA LENDINGS Loan Eligibility Guidelines": means the AAA Lendings Loan Eligibility Guidelines and all amendments or additions thereto, Including, but not limited to, future updates theresof.

"AAA Selling Guide": Means the AAA Lendings Selling Guide and all amendments or additions thereto, including, but not limited to , future updates thereof.

"Authoritative Copy": means the copy of an eNote or other electronic record that is designated by the agreement of the parties to the transaction, MERS system rule, or MERS system design as the unique controlling reference copy. Either the Controller on the MERS eRegistry or a custodian maintains the Authoritative Copy of theeNote.

"Best Efforts Commitment": means a Commitment requiring Seller to sell a Loan as set forth in such Best Efforts Commitment to AAA LENDINGS provided it closes. Best Efforts Commitments may only be entered into for Loans that have not yet closed. Seller will act in good faith to encourage the Mortgagors to close the Loan. Sellers may not enter into any other commitments with respect to a loan subject to a Best Efforts Commitment. A Best Efforts Commitment with respect to a Locked Loan shall be considered a Mandatory Delivery with respect to such Loan on the related Disbursement Date.

"Business Purpose Loan": means a Mortgage Loan where the proceeds of such loan are primarily used for a non- consumer, business purpose as provided for in Section 1026.3 of Regulation Z of the Truth in Lending Act.

"CFPB": means the Consumer Financial Protection Bureau, an independent federal agency operating as a part of the United States Federal Reserve System.

"Closing Date": means the date of execution of a Mortgage Note and Mortgage by a Mortgagor.

"Code": means the Internal Revenue Code of 1986.

"Commitment": means an agreement between the Seller and AAA LENDINGS to deliver and sell a Loan to AAA LENDINGS.

"Condemnation Proceeds": means all awards or settlements in respect of a Mortgaged Property, whether permanent or temporary, partial or entire, by exercise of the power of eminent domain, condemnation or such other similar proceeding, to the extent not required to be released to a Mortgagor in accordance with the terms of the related documents in the Loan File.

"Consumer Information": means any personally identifiable information in any form (written, electronic or otherwise) relating to a Mortgagor, including, but not limited to: a Mortgagor's name, address, telephone number, social security number, birth date, Mortgage Loan number, Mortgage Loan payment history, delinquency status, insurance carrier or payment information, tax amount or payment information; the fact that the Mortgagor has a relationship with the Seller or the Originator of the related Mortgage Loan; and any other non- public personally identifiable information (including any "nonpublic personal information" of the "customers" and "consumers" as those terms are defined in the GLBA).

"Controller": means the current owner of the beneficial interest in an eNote which has been registered with MERS eRegistry.

"Conventional Loan(s)": means a residential mortgage loan, other than a FHA or VA Loan, eligible for purchase by Fannie Mae, Freddie Mac, FHLB or a private investor, with a loan term not exceeding 360 months.

"Credit File": means all documentation required by AAA LENDINGS for underwriting review as established by the AAA LENDINGS Correspondent Seller's Guide.

"Disbursement Date": means the date that a Loan is disbursed on behalf of a mortgagor(s) by a closing agent after all recession and escrow periods have expired.

"Early Payoff": means a loan that is paid in full within 210 days following the Purchase Date.

"eNote": means a transferable record created in compliance with the Electronic Signatures in Global and National Commerce Act or Uniform Electronic Transactions Act whichever is applicable, stored electronically in a MERS approved eVault and registered in the MERS eRegistry.

"Early Payment Default" or "EPD": means a loan for which any of the first four (4) payments due after purchase of the Loan by AAA LENDINGS becomes ninety (90) or more days delinquent and such delinquency is not attributable to an error in servicing or other material error of AAA LENDINGS or its affiliates.

"Expiration Date": with respect to any Locked Loan or Mandatory Commitment is that date which the applicable loan file(s) must be received by AAA LENDINGS complete and in purchasable form for the Purchase Price Percentage to be honored.

"Fannie Mae": means the entity formally known as the Federal National Mortgage Association (FNMA), or any successor thereto.

"Fannie Mae Guides": means the Fannie Mae Seller's Guide and Fannie Mae Servicers' Guide and all amendments or additions thereto, including, but not limited to, future updates thereof.

"FHA Loan(s)": means a residential mortgage loan, the payment of which is insured by the Federal Housing Administration or any successor thereto.

"FIRREA": means Title XI of the Financial Institution Reform, Recovery, and Enforcement Act of 1989 and the regulations promulgated thereunder, as such may be amended from time to time.

"Fraudulent Document": means any Loan File document which, in the reasonable judgment of AAA LENDINGS, is falsified, defective, misleading or inaccurate in any material respect.

"Freddie Mac": means the entity formally known as the Federal Home Loan Mortgage Corporation (FHLMC), or any successor thereto.

"Freddie Mac Guides": means the Freddie Mac Seller's Guide and Freddie Mac Servicers' Guide and all amendments or additions thereto, including, but not limited to, future updates thereof.

"High Cost Loan": means a Mortgage Loan that is (a) a "high cost" mortgage loan under HOEPA and (b) a "high cost home," "threshold," "covered," (excluding New Jersey "Covered Home Loans" as that term was defined in clause (1) of the definition of that term in the New Jersey Home Ownership Security Act of 2002 during the period between November 26, 2003 and July 7, 2004), "high risk home," "predatory," "abusive," or similarly defined loan, including refinance loans, under any other applicable state, federal or local law or regulation (or a similarly classified loan using different terminology under a law imposing heightened regulatory scrutiny or additional legal liability for residential mortgage loans having high interest rates, points and/or fees). For avoidance of doubt, the parties agree that this definition shall apply to any law regardless of whether such law is presently, or in the future becomes, the subject of judicial review or litigation.

"Insurance Proceeds": means, with respect to each Mortgage Loan, proceeds of insurance policies insuring the Mortgage Loan or the related Mortgaged Property, including but not limited to proceeds of any PMI Policy, if applicable.

"Insurer": means any (1) Person who as a business and has insured or guaranteed all or any portion of the risk of loss on any Mortgage Loan, including, without limitation, any provider of hazard insurance, flood insurance, earthquake insurance, title insurance, or a PMI Policy with respect to any Mortgage Loan; or (2) Person who provides any fidelity bond, direct surety bond, letter of credit, or other credit enhancement instrument or errors and omissions policy. In no event shall any Originator be deemed an Insurer.

"Investor Rights": means any and all rights and privileges associated with the ownership of a Loan, including but not limited to the right to receive all payments of principal and interest paid by a Mortgagor.

"IRS": means the Internal Revenue Service or any successor thereto.

"Liquidation Proceeds": Cash received in connection with the liquidation of a defaulted Mortgage Loan, whether through the sale or assignment of such Mortgage Loan, foreclosure sale, short sale or otherwise, refinance, Principal Prepayment in full, short Principal Prepayment in full, the sale of the related Mortgaged Property if the Mortgaged Property is acquired in satisfaction of the Mortgage Loan or any other proceeds received in connection with the liquidation of a defaulted Mortgage Loan.

"Loan(s)": means 1 to 4 units residential mortgage loans including Conventional, FHA, and VA loans, (including Investor Rights and Servicing Rights) which are subject to this Agreement.

"Loan File": means all documentation required for a Loan as established by the applicable AAA LENDINGS Guide.

"Loan-to-Value Ratio or LTV": means, with respect to any Mortgage Loan and as of any date of determination, the fraction, expressed as a percentage, the numerator of which is the outstanding principal balance of the related Mortgage Loan at such date and the denominator of which is the lesser of Appraised Value or sales price of the related Mortgaged Property.

"Locked Loan": means a Loan subject to a Best Efforts Commitment that has been registered for a guaranteed rate and price if delivered within a stipulated price term, and for which a price confirmation has been issued by AAA LENDINGS. A Locked Loan becomes a Mandatory Commitment when closed.

"Mandatory Commitment": means a Commitment requiring Seller to unconditionally sell a Loan or group of Loans to AAA LENDINGS as set forth in such Mandatory Commitment. If Seller does not fulfill the Commitment terms prior to the Commitment expiration, the Seller will be subject to a Pair Off Fee payable to AAA LENDINGS.

"Mandatory Delivery": means the required sale and delivery of a Locked Loan registered with AAA LENDINGS or a Loan or group of Loans that are subject to a Mandatory Commitment.

"Manufactured Home": means a single family residential unit that is constructed in a factory in sections in accordance with the Federal Manufactured Home Construction and Safety Standards adopted on July 15, 1976, by HUD ("HUD Code"), as amended in 2000, which preempts state and local building codes. Each unit is identified by the presence of a HUD Plate/Compliance Certificate label. The sections are then transported to the site and joined together and affixed to a pre-built permanent foundation (which satisfies the manufacturer's requirements and all state, county, and local building codes and regulations). The manufactured home is built on a non-removable, permanent frame chassis that supports the complete unit of walls, floors, and roof. The underneath part of the home may have running gear (wheels, axles, and brakes) that enable it to be transported to the permanent site. The wheels and hitch are removed prior to anchoring the unit to the permanent foundation. The manufactured home must be classified as real estate and taxed accordingly. The permanent foundation must be on land owned by the mortgagor.

"Material Adverse Change": means (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties or condition (financial or otherwise) of the Seller; (b) a material impairment of the ability of the Seller to perform under this Agreement or any related agreements; (c) a material adverse effect upon the legality, validity, binding effect or enforce ability of this Agreement against the Seller.

"MERS": means the Mortgage Electronic Registration System and is used to transfer beneficial interests in and servicing rights related to a Loan electronically.

"MERS Designated Mortgage Loan": means a Mortgage Loan for which (a) the Seller has designated or will designate MERS as, or has taken or will take such action as is necessary to cause MERS to be, the mortgagee of record, as nominee for the Seller, in accordance with MERS Procedures Manual and (b) the Seller has designated or will designate the Purchaser or its designee as the Investor on the MERS System.

"MERS eRegistry": means the legal system of record that identifies the controller and custodian/location for registered eNotes that is operated by MERSCORP Holdings and its affiliates.

"MERS Procedures Manual": means the MERS Procedures Manual, as it may be amended, supplemented or otherwise modified from time to time.

"Monthly Payment": means the scheduled monthly payment of principal, interest and the applicable Escrow Payment, if required, on a Mortgage Loan pursuant to the terms of the related Mortgage Note.

"Mortgage": means the mortgage, deed of trust or other security instrument which secures a Mortgage Note and creates either (i) a first lien on an estate in fee simple in the Property (including a condominium or leasehold where and when permitted by AAA LENDINGS); or (ii) an interest in a cooperative, in those limited areas where AAA LENDINGS expressly permits cooperative financing.

"Mortgage Loan": means an individual first lien residential mortgage loan which is the subject of this Agreement, each Mortgage Loan originally sold and subject to this Agreement being identified on the related Purchase Confirmation, which Mortgage Loan includes without limitation the Loan File, the Monthly Payments, Principal Prepayments, Liquidation Proceeds, Condemnation Proceeds, Servicing Rights, Insurance Proceeds and all other rights, benefits, proceeds and obligations arising from or in connection with such Mortgage Loan.

"Mortgage Note": means the promissory note, which may be in the form of an eNote, of a Mortgagor secured by a Mortgage.

"Mortgaged Property": means, with respect to a Mortgage Loan, the underlying real property securing repayment of a Mortgage Note, consisting of a single parcel of real estate or leasehold improved by a residential dwelling owned in fee simple as set forth in the applicable AAA LENDINGS Guide.

"Mortgagor": means the obligor on a Mortgage Note.

"Mortgagor(s)": means the maker(s), obligor(s) and/or guarantor(s) of a Mortgage Note.

"Non-Agency Loan": means residential mortgage eligible for sale to loan a private investor that is not a Conventional Loan, a FHA Loan, a VA Loan or a USDA Loan.

"Originator": means, with respect to any Mortgage Loan, the Person(s) (which may be the Seller) that (i) took the Mortgagor's loan application, (ii) processed the Mortgagor's loan application and made all related credit and underwriting decisions, or (iii) closed and/or funded such Mortgage Loan.

"Pair Off Fee": means a fee that is assessed by AAA LENDINGS in cases where a Seller fails to deliver Mandatory Commitment Loan(s), as described in the AAA LENDINGS Correspondent Seller's Guide.

"Person": means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof.

"PMI Policy": means a policy of primary mortgage guaranty insurance issued by a Qualified Insurer, as required by this Agreement with respect to certain Mortgage Loans.

"Property": means the residential real property consisting of land and a one-to-four family dwelling thereon that is completed and ready for occupancy.

"Premium": means the amount paid for the Loan above the outstanding balance, calculated by multiplying the outstanding loan balance at purchase by the Purchase Price Percentage less 100%.

"Prepayment Penalty": means, with respect to a Prepayment Penalty Loan, the prepayment charge or penalty interest required to be paid by the Mortgagor in connection with a prepayment of the related Mortgage Loan, as provided in the related Mortgage Note or Mortgage, and as specified on the related Purchase Confirmation.

"Prepayment Penalty Loan": means each Mortgage Loan identified on the related Purchase Confirmation with respect to which the Mortgagor must pay a Prepayment Penalty in connection with a Principal Prepayment.

"Principal Prepayment": means any full or partial payment or other recovery of principal on a Mortgage Loan which is received in advance of its scheduled due date, including any Prepayment Penalty thereon and which is not accompanied by an amount of interest representing scheduled interest due on any date or dates in any month or months subsequent to the month of prepayment.

"Purchase Confirmation": means, with respect to each Mortgage Loan, the schedule of Mortgage Loans delivered to the Purchaser in electronic format acceptable to the Purchaser setting forth the information identified with respect to each Mortgage Loan as set forth in the AAA LENDINGS Correspondent Seller's Guide.

"Purchase Date": means the date when the Loan is sold to AAA LENDINGS and the Purchase Price is paid by AAA LENDINGS.

"Purchase Price": means the price paid for the Loan plus the amount paid for the related Servicing Rights if separately stated. Purchase Price is calculated by multiplying a stated price plus a stated Service Release Premium ("SRP"), if separately stated, by the outstanding principal balance of the Loan at the time of purchase.

"Purchasable Loan(s)": means a mortgage loan which meets all requirements for purchase set forth in the applicable AAA LENDINGS Guide and has been approved for purchase by AAA LENDINGS.

"Purchase Price Percentage": means the price paid by AAA LENDINGS pursuant to the terms of the related Commitment, expressed as a percentage of the outstanding principal (inclusive of any separately stated SRP) amount as of the related Purchase Date.

"Qualified Appraiser": means an appraiser properly licensed or certified (as required) by the applicable governmental body in which the Mortgaged Property is located in accordance with the requirements of FIRREA, who, at a minimum, met the requirements of Agency Requirements and was selected by the Seller in accordance with Agency Requirements for selecting an independent appraiser and whose compensation was not affected by the approval or disapproval of the Mortgage Loan.

"Qualified Insurer": means an Insurer duly qualified as such under the laws of the states in which the Mortgaged Properties are located, duly authorized, and licensed in such states to transact the applicable insurance business and to write the insurance provided and approved as an insurer by Agency Requirements and as may be set forth more fully in the AAA LENDINGS Correspondent Seller's Guide.

"Repurchase Price": means the price to be paid by the Seller to repurchase a Loan. The amount will include base price, any SRP, if separately stated, all accrued interest, any and all reasonable expenses and attorney's fees incurred by AAA LENDINGS in connection with the enforcement of the Seller's repurchase obligation hereunder, any and all direct damages, fees, costs and expenses (including reasonable attorney fees) incurred with respect to such Mortgage Loan by or on behalf of AAA LENDINGS arising out of or in connection with any violation of any law, including but not limited to applicable predatory or abusive-lending law, and any unreimbursed advances (excluding any principal or interest advances) allocable to such Mortgage Loan paid by AAA LENDINGS. With respect to any Mortgage Loan which has been liquidated, a price equal to the greater of (i) the aggregate actual losses incurred by AAA LENDINGS or (ii) the amount (if any) by which the principal portion of the Purchase Price paid by AAA LENDINGS to the Seller for such Mortgage Loan exceeded 100% of the principal balance of the Mortgage Loan as of the related Purchase Date.

"Securities Act": means the Securities Act of 1933, as amended.

"Servicing Rights": means all rights to service Loans for investors.

"VA Loan(s)": means a Loan guaranteed by the Secretary of Veterans Affairs, with a loan term of not more than 360 months nor less than 180 months, unless otherwise provided for in a Commitment, with a maximum Loan amount not exceeding that permitted in the applicable jurisdiction, and with a combined Loan Guaranty and equity of not less than25%.

"USDA Loan(s)": means a residential mortgage loan, the payment of which is guaranteed by the United States Department of Agriculture or any successor thereto.

ARTICLE II-SUBMISSION AND APPROVAL

Section 2.1 Submission and Approval. Seller may, from time to time, submit a Credit File or Loan File to AAA LENDINGS for approval in accordance with the AAA LENDINGS Correspondent Seller's Guide. All submissions must be consistent for the loan types, programs and limitations as further defined in the applicable AAA LENDINGS Guide and/or this Agreement.

Section 2.2 Acceptance / Rejection of Loan. AAA LENDINGS may accept or reject any Loan for purchase in its sole reasonable discretion based on, without limitation, applicable eligibility, underwriting, program, and origination guidelines as interpreted by AAA LENDINGS. If the proposed Loan is rejected, AAA LENDINGS shall promptly return the Credit File and/or Loan File to Seller.

Section 2.3 Rate Commitment. Seller may request a rate quotation and rate commitment in accordance with the AAA LENDINGS Correspondent Seller's Guide. If accepted, Seller will provide AAA LENDINGS with a Best Efforts or Mandatory Commitment, as applicable. In order to receive payment for a Loan based on a committed rate in accordance with this Section 2.3, Seller must deliver to AAA LENDINGS a Purchasable Loan File and Credit File, including any required fees, and any additional information concerning the Property and/or the applicant which AAA LENDINGS may deem necessary, prior to the Expiration Date. If Seller fails to timely deliver a closed Best Effort Loan or fulfill its obligations under a Mandatory Commitment, AAA LENDINGS may renegotiate the Purchase Price of the Loan including without limitation extension and suspense fees in accordance with the AAA LENDINGS Correspondent Seller's Guide. If the Seller fails to fulfill its obligations under a Best Efforts or Mandatory Commitment the Seller will be subject to a Pair Off Fee determined in accordance with the AAA LENDINGS Correspondent Seller's Guide.

Section 2.4 Revision of Requirements. AAA LENDINGS may from time to time, without notice, amend or revise its documentation requirements, underwriting criteria or other requirements pertaining to any residential mortgage loan program. Any Mortgage Loan already registered and rate locked by Seller will not be materially adversely affected by such amendment or revision, unless if such amendment is required pursuant to a change in Applicable Law.

ARTICLE III-LOAN DELIVERY AND PAYMENT

Section 3.1 Sale and Purchase. Seller acknowledges and agrees that AAA LENDINGS is purchasing whole loans servicing released which includes all Investor Rights and Servicing Rights associated with any Loan sold by Seller under this Agreement. Seller agrees to sell, endorse, assign, transfer, and deliver, with full warranty of title, and subrogation to its rights in warranty and free of all liens, claims and encumbrances, and AAA LENDINGS agrees to purchase Loans according to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed as obligating AAA LENDINGS to purchase any Loan from Seller. AAA LENDINGS shall have the right to review each Loan submitted for purchase and reject any Loan not in conformance with AAA LENDINGS requirements and/or general FNMA/FHLMC/FHLB/USDA/FHA/VA or other investor guidelines, in its sole reasonable discretion.

Section 3.2 Delivery of Documents. For each Loan purchased by AAA LENDINGS, Seller shall promptly deliver the Loan File together with an endorsement of the Mortgage Note, if a paper note, (made payable to the order of AAA LENDINGS without recourse or endorsed in blank), a recorded assignment of Mortgage, if not a MERS MOM loan (MERS as Original Mortgagee), (or in the case of cooperatives, delivery of the pledged shares, an assignment of the proprietary lease, and other operative documents and related duly filed financing statements) to AAA LENDINGS in accordance with the applicable AAA LENDINGS Guide. If a Loan is an eNote, Seller must transfer control, including without limitation the Authoritative Copy, to AAA LENDINGS utilizing a location designated by AAA LENDINGS in a written agreement. Seller shall do all further acts necessary to perfect AAA LENDINGS title to and security for each such Loan and to execute and deliver any additional documents reasonably required by AAA LENDINGS, including but not limited to all steps necessary to process the change in beneficial ownership in the MERS system. Any Loan intended to be placed in MERS will be registered and/or transferred to MERS by Seller no later than forty-eight (48) hours of purchase by AAA LENDINGS. Seller acknowledges and agrees that delivery of all Loans locked under a Mandatory Commitment and locked and closed under a Best Efforts Commitment is mandatory and that time is of the essence.

Section 3.3 Failure of Seller to Timely Deliver Loans. Seller acknowledges understands and agrees that AAA LENDINGS may have executed forward commitments to sell and immediately deliver Loans to third parties; therefore, Loans must be delivered on or before the Expiration Date. Seller covenants and agrees to reimburse AAA LENDINGS for any and all losses, expenses, costs and damages incurred by AAA LENDINGS as a result of such non-delivery within five (5) days of written demand by AAA LENDINGS. Such reimbursement shall be in addition to any and all legal and equitable remedies available to AAA LENDINGS including but not limited to those prescribed in the Sellers Guide.

Section 3.4 Payment of Purchase Price. AAA LENDINGS shall pay the Purchase Price to the Seller or to the applicable warehouse lender as instructed by an appropriate bailee agreement for paper notes and tri-party agreements for eNotes in accordance with the AAA LENDINGS Correspondent Seller's Guide. In order to receive payment of the Purchase Price, Seller must comply with all document delivery requirements established by the applicable AAA LENDINGS Guide. Payment of the Purchase Price shall be made after the rescission period has expired for all Loans subject to the right of rescission under Regulation Z and loans are disbursed. Unless earlier agreed in writing by AAA LENDINGS, no fees, commissions, or any other consideration shall be paid to Seller for any Loan submitted to AAA LENDINGS for purchase. Seller covenants and agrees that: (i) the compensation received by Seller from any borrower shall not exceed the fair market value of its services as determined and set by Seller in a method that insures that all borrowers are treated in a fair and unbiased method; (ii) Seller shall not accept any fee or other compensation except as permitted by Applicable Law; and (iii) it has disclosed any fees or other compensations in writing to the borrower, and AAA LENDINGS as required by Applicable Law. Payment of any fee to Seller does not evidence the acceptability of Loan File or the Credit File by AAA LENDINGS.

Section 3.5 Servicing Rights. The Purchase Price of each Loan shall include all Servicing Rights and benefits pertaining to such Loan. Seller shall execute and deliver documentation sufficient to transfer all Servicing Rights from Seller to AAA LENDINGS free and clear of all claims, liens and encumbrances, and to enable AAA LENDINGS, or its designated representative, to service such Loan.

Section 3.6 Inspection of Loan Files. AAA LENDINGS reserves the right to inspect all Loans and satisfy itself that all Loans comply with the applicable Commitment and Seller's representations. The Loan Files shall evidence compliance with all federal and state laws, rules, orders and regulations affecting the Loan. The extent, nature and timing of any such reviews shall be at the sole discretion of AAA LENDINGS. Seller shall make AAA LENDINGS the loss payee of each title policy, mortgage guaranty insurance policy and hazard and flood insurance policy.
Ownership of, and title to, the Loans will not vest in AAA LENDINGS unless and until accepted and paid for by AAA LENDINGS.

ARTICLE IV-REPRESENTATION, WARRANTIES AND COVENANTS

Section 4.1 Representations and Warranties Regarding Seller. After diligent investigation and inquiry, and notwithstanding any assignment without recourse, Seller represents and warrants to AAA LENDINGS that as of the Closing Date the following. Each of the representations and warranties contained in this Section 4.1 is true and correct upon the execution of this Agreement and upon delivery of any Loan to AAA LENDINGS for purchase.

(A) Seller is duly organized, validly existing, and in good standing under the laws of the state of its organization and has all qualifications, registrations, and licenses, and permits necessary to carry on its business in each state in which Seller originates or purchases Loans. Seller agrees to provide AAA LENDINGS with copies of all applicable licenses, permits, exemptions or approvals upon request. No licenses or approvals obtained by the Seller have been suspended or revoked by any court, administrative agency, arbitrator or governmental body and no proceedings are pending which might result in such suspension or revocation. Seller has all requisite power and authority to execute, deliver and perform this Agreement. All requisite action has been taken by Seller to make this Agreement valid and binding upon Seller in accordance with its terms.

(B) No approval of the transactions contemplated by this Agreement from any regulatory authority having jurisdiction over Seller is required, or if required, such approval has been obtained. There is no claim, litigation, investigation or proceeding pending or threatened against or otherwise materially adversely affecting Seller's business or the performance of its obligations under this Agreement and Seller has no knowledge of any circumstances indicating that any such suit, investigation or proceeding is likely or imminent.

(C) With respect to any FHA Loan submitted by Seller, Seller is approved by FHA to participate in its "direct endorsement" mortgage insurance program, or is an FHA sponsored lender with underwriting performed by AAA LENDINGS. With respect to any VA Loan submitted by Seller, Seller is either approved to originate and submit Loans to VA for VA approval, or to underwrite mortgage loans with automatic authority. With respect to any USDA Loan submitted by Seller, Seller is an approved lender to originate USDA loans.

(D) Seller is not presently, nor within the five (5) year period preceding the date of this Agreement has been, subject to any administrative actions and/or sanctions imposed by HUD, FHA, VA or USDA.

(E) The consummation of the transactions contemplated by this Agreement are in the ordinary course of business of Seller and will not result in: (a) a breach of any term or provision of the charter or bylaws of Seller; (b) a breach of any term or provision of, conflict with, or constitute a default under any agreement to which Seller or its property is subject; or (C) a violation of any law, rule, regulation, order, judgment or decree to which Seller or its property is subject.

(F) No representation, warranty or written statement made by Seller in this Agreement or in connection with the transactions contemplated herein, nor any application, documentation, schedule, exhibit, statement, or certificate furnished to AAA LENDINGS by Seller contains any untrue statement of material fact or omits any material fact which could render such statement misleading.

(G) Seller acknowledges that in the event an automated underwriting system is used to underwrite any Loan sold to AAA LENDINGS, Seller is fully trained in the use of such automated system and followed all appropriate procedures when using such system.

(H) Seller is, and at all times shall remain, in compliance with it is obligations under the AAA LENDINGS Correspondent Seller's Guide, including those related to eligibility to conduct business with AAA LENDINGS Home.

(I) The Seller does not believe, nor does it have any reason or cause to believe, that it cannot perform each and every covenant contained in this Agreement. The Seller is solvent and will not be rendered insolvent by the consummation of the transactions contemplated hereby. The Seller is not transferring any Mortgage Loan with any intent to hinder, delay or defraud any of the Seller's creditors.

(J) There has been no Material Adverse Change in the business, operations, financial condition or assets of the Seller since the date of the Seller's most recent financial statements.

(K) The Seller has complied with all anti-money laundering laws and regulations, including without limitation the USA Patriot Act of 2001 (collectively, the "Anti-Money Laundering Laws"); the Seller has established an anti-money laundering compliance program in compliance with the Anti-Money Laundering Laws, has conducted the requisite due diligence in connection with the origination of each Mortgage Loan for purposes of the Anti-Money Laundering Laws, including with respect to the legitimacy of the applicable Mortgagor and maintains, and will maintain, sufficient information to identify the applicable Mortgagor for purposes of the Anti-Money Laundering Laws.

(L) Neither the Seller nor, to the best of Seller's knowledge, anyone acting on its behalf has offered, transferred, pledged, sold or otherwise disposed of any Mortgage Loans, any interest in any Mortgage Loans or any other similar security to or taken any other action, which would constitute a distribution of the Mortgage Loans under the Securities Act or which would render the disposition of any Mortgage Loans a violation of Section 5 of the Securities Act or require registration pursuant thereto.

(M) The Seller is a member of MERS in good standing, and will comply with the rules and procedures of MERS in connection with the servicing of the MERS Designated Mortgage Loans for so long as such Mortgage Loans are registered with MERS.

(N) The Seller has the necessary employees, financial wherewithal, information technology, risk and compliance resources and expertise to allow it to, and is otherwise able to adequately plan and execute the servicing transfer of a Mortgage Loan in accordance with the CFPB's requirements. Seller is in compliance with the requirements set forth in CFPB's Bulletin 2014-01"Compliance Bulletin and Policy Guidance: Mortgage Services Transfers" (August 19, 2014)..

Section 4.2 Representations and Warranties Regarding Loans. After a diligent investigation and inquiry, Seller further represents and warrants to AAA LENDINGS that as of the Purchase Date:

(A) Each Loan has been originated by Seller and Seller has complied with all of its obligations under this Agreement. Seller warrants that all loans under the terms of this agreement will be originated by the Seller.

(B) Seller has the authority to sell, transfer, and assign such Loan on the terms herein set forth; there has been no assignment, sale or pledge thereof by Seller, (except any pledge required pursuant to a line of credit agreement between Seller and its warehouse lender previously disclosed to AAA LENDINGS); and as of the Purchase Date, the Loan will be free and clear of liens, claims, security interests, or encumbrances of any type (including, but not limited to any pledge in favor of any warehouse lender). The Seller shall have transferred and sold all of its right, title and interest in and to each Mortgage Loan and the Purchaser will hold good, marketable and indefeasible title to, and be the owner of, each Mortgage Loan subject to no Lien.

(C) All Loans purchased by AAA LENDINGS comply with all of the FHA, VA, GNMA, FNMA, FHLMC, FHLB, USDA, AAA LENDINGS and applicable private investor regulations, requirements, guidelines and standards, and all representations and warranties required to be made by sellers therein are hereby made by Seller to AAA LENDINGS except to the extent AAA LENDINGS has agreed to provide non- delegated underwriting services to Seller with respect to the applicable Loans, in which case, the foregoing representation and warranty shall be not apply to such underwriting services rendered by AAA LENDINGS.

(D) All FHA Loans are fully insurable by FHA and a mortgage insurance certificate will be issued by FHA. All VA Loans are eligible for guaranty by VA and a loan guaranty certificate will be issued by VA. All Conventional Loans are insurable by private mortgage guaranty insurers, when required, and an appropriate certificate or other evidence of such insurance will be issued by the insurer. All USDA Loans are eligible for a USDA guaranty. There are no defenses, including the defense of usury, counter claims or rights of set-off affecting the validity or enforce ability of any private mortgage insurance, USDA guaranty, FHA insurance or VA guaranty with respect to the Loan or eligibility of such Loan for insurance or guaranty. Where applicable, the representations and warranties in Section 4.2(d) shall be limited to the extent non- delegated underwriting services rendered by Seller relate to the insurability or eligibility for guaranty of any such applicable Loan.

(E) All FHA, USDA and VA Loans are eligible for inclusion in pools of mortgages for GNMA, FNMA or FHLMC mortgage-backed securities.

(F) With respect to the Mortgagor, the Property, or the Loan, there are no facts or circumstances that exist which could be reasonably expected to cause private institutional investors to regard the Loan as an unacceptable investment, cause the Loan to become delinquent, or adversely affect the value or marketability of the Property or the Loan.

(G) Seller has complied with all applicable federal, state, and local laws, rules ordinances, and regulations, including, but not limited to: (i) the Truth In Lending Act of 1969, as amended, and the Real Estate Settlement Procedures Act, including all required integrated disclosure rules; (ii) Federal Reserve Regulation P, X and Z; (iii) the Equal Credit Opportunity Act ('ECOA') and Federal Reserve Regulation B thereunder; (iv) the Fair Credit Reporting Act; (v) the Flood Disaster Protection Act of 1973 (as if it were a covered entity and regardless of whether Seller is specifically subject to such statute and/or regulations); (vi) the Fair Housing Act; (vii) the Home Mortgage Disclosure Act;(viii) the Financial Institutions Reform Recovery and Enforcement Act of 1989, all as amended, including all regulations issued pursuant thereto; (ix) the Housing and Economic Recovery Act ("HERA") of 2008; (x) the Dodd- Frank Wall Street Reform and Consumer Protection Act and any and all regulations issued in accordance therewith;(xi) any and all federal, state and local licensing requirements for mortgage brokers and/or lenders, including, but not limited to the Secure and Fair Enforcement for Mortgage Licensing Act of 2008; (xii) requirements as applicable to the Loans of FNMA, FHLMC, FHLB, GNMA, FHA, USDA, and VA; (xii) the Bank Secrecy Act of 1970, the Patriot Act and all such Applicable Laws pertaining to money laundering activities; (xiii) the Loan Origination Compensation Rules under Regulation Z (12 C.F.R. § 1026.36); (xiv) the Fair and Accurate Transactions Act ("FACT Act"); (xiv) the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury (the “OFAC Regulations”) Executive Order 13224 (the “Executive Order”) such that no Mortgage Loan is subject to nullification pursuant to the Executive Order or is in violation of the Executive Order or the OFAC Regulations, and no Mortgagor is subject to the provisions of such Executive Order or the OFAC Regulations nor listed as a“specially designated national” or “blocked person” for purposes of the OFAC Regulations; and (xv) any and all laws, rules, ordinances, and regulations relating to adjustable rate mortgages, negative amortization, and graduated payment mortgages.

(H) Other than with respect to non-delegated underwriting services rendered by Seller with respect to an applicable Loan, the rules, regulations, and all applicable requirements of USDA, FHA, VA, and private mortgage insurance companies, hazard insurance companies or other insurers have been properly satisfied; including, without limitation, the payment by Seller of all mortgage guaranty and insurance premiums and fees as and when due, and the submission by Seller of insurance binders, enforceable as required by AAA LENDINGS. Seller shall make AAA LENDINGS the loss payee of each mortgage guaranty insurance policy, hazard, and flood insurance policy.

(I) The proceeds of the Loan have been fully disbursed; there is no requirement for future advances; the unpaid principal balance is as stated; all costs, fees, taxes and expenses incurred in making and closing the Loan and recording the Mortgage have been paid.

(J) The Mortgage Note and the related Mortgage are genuine, and each is a legal, valid and binding obligation of the Mortgagor(s), enforceable in accordance with their terms. All parties to the Mortgage Note and the Mortgage had legal capacity to execute the Mortgage Note and the Mortgage and each Mortgage Note and Mortgage have been duly and properly executed by the Mortgagor(s).

(K) The Mortgage has not been satisfied, canceled, subordinated or rescinded; no part of the Property has been released from the lien of the Mortgage; the terms of the Loan have in no way been changed, waived, impaired or modified, except for disclosed loan adjustments made in compliance with the Mortgage Note and applicable regulatory requirements; no waiver of any default, breach, violation or event of acceleration has occurred; the Loan is current and no payment required under the Loan has been delinquent at any time since the origination of the Loan, and in the event that the outstanding balance purchased has been credited with payments not yet collected and/or due Seller, Seller will promptly collect said payment when due and notify AAA LENDINGS of any payments not made within thirty (30) days of the due date. Seller has not waived the performance by the Mortgagor of any action, if the Mortgagor's failure to perform such action would cause the Mortgage Loan to be in default, nor has Seller waived any default resulting from any action or inaction by the Mortgagor.

(L) No representation, warranty or written statement made by Seller in this Agreement, nor any application, documentation, schedule, exhibit, statement, or certificate furnished to AAALENDINGS by Seller contains any untrue statement of material fact or fails to state any material fact which could render such statement misleading. All information contained in the Credit File or Loan File is true, complete and accurate; Seller is not aware of any fact not set forth in the Credit File or Loan File which AAA LENDINGS or any purchaser of loans might reasonably consider to be adverse to the approval of the Loan, or would make the Loan ineligible for sale in the secondary market. The Seller has not received any actual or constructive notice of any identity theft, fraud, or other misrepresentation in connection with such Mortgage Loan or any party thereto.

(M) A title insurance commitment or a title insurance policy including all applicable endorsements has been issued by a title insurer, acceptable to AAA LENDINGS, insuring Seller, its successors and assigns, and/or AAA LENDINGS as to the first priority lien of the Mortgage in the original principal amount of the Mortgage Note; the Seller (and its successors and assigns) is the sole insured of such lender's title insurance policy, and such lender's title insurance policy is in full force and effect and will be in full force and effect upon the consummation of the transactions contemplated by this Agreement; no claims have been made under such lender's title insurance policy; Seller has not by act or omission, done anything which would impair the title insurance policy coverage.

(N) The assignment of the Loan from Seller to AAA LENDINGS has been duly authorized and is valid and sufficient, and all consents and approvals to such assignment have been obtained, including in the case of cooperatives, the consent of the cooperative corporation.

(O) All documents prepared by Seller are genuine, accurate, and complete and meet the requirements and specifications established by FHA, VA, GNMA, FNMA, FHLMC, FHLB, USDA, the applicable AAA LENDINGS Guide and this Agreement, as applicable.

(P) No mortgage brokers or other consultants or finders were consulted or contacted in connection with or in bringing about this Loan or this loan sale transaction that would be due a fee from AAA LENDINGS.

(Q) All taxes, governmental assessments, insurance premiums, water, sewer, municipal charges, leasehold payments, ground rents, homeowners association fees, dues, assessments and other charges, have been paid; and all funds paid or due to be paid have been paid and delivered to AAA LENDINGS in connection with any escrow accounts created on the Closing Date.

(R) There is no proceeding pending or threatened for the total or partial condemnation of the Property and the property is undamaged by waste, fire, flood or other casualty so as to affect adversely the value of the Mortgaged Property as security for the Mortgage Loan or the use for which the premises were intended or would render the property uninhabitable.

(S) The Mortgage Note and the Mortgage are not subject to any right of rescission, set off,counterclaim or defense, nor has any such right been asserted with respect thereto.

(T) The actual loan-to-value ratio of each Loan at time of lock does not exceed the maximum amountpermitted under the applicable AAA LENDINGS Guide. The Appraisal(s) prepared in connection with each Property provides an accurate estimate of the bona fide market value of such Property and was prepared by a licensed real estate appraiser, acceptable to AAA LENDINGS, (as set forth in the AAA LENDINGS Correspondent Seller's Guide), with no direct or indirect interest in the Property.

(U) The Mortgage Note contains the lesser of the maximum late charge permitted by the state where the Property is located and the maximum late charges permitted by the applicable agency.

(I) Appropriate escrow amount for property taxes and insurance were collected from borrowers in conformity with RESPA and any similar state laws that apply (unless expressly waived by AAA LENDINGS). There are no payments which are unpaid including, but not limited to, taxes, ground rents, water charges, sewer rents, assessments, including any assessments payable in future installments, or other outstanding charges affecting the lien of the Mortgage.

(W) All funds collected from borrowers at closing will be properly segregated and accounted for in accordance with all laws and regulations, and will be used for no other purpose than that for which they have been designated. All funds due USDA, FHA and VA for guarantee and insuring purposes will be promptly submitted in accordance with agency regulations.

(X) No Mortgage Loan is a High Cost Loan regardless of whether the Originator or the Seller is exempted from applicable state or local law by virtue of federal preemption. The Seller has implemented and conducted compliance procedures to determine if each Mortgage Loan is a High Cost Loan under the Applicable Laws and performed a review of the disclosure provided to the related Mortgagor in accordance with such laws and the related Mortgage Note in order to determine that such Mortgage Loan, if subject to any such law, does not violate any such law. No Mortgage Loan is in violation of any applicable state, local, or federal laws, regulations and other requirements pertaining to usury. Each Mortgage Loan is in compliance with the anti-predatory lending eligibility for Agency Requirements.

(Y) The Loan is not a higher priced mortgage loan unless otherwise permitted under an AAA LENDINGS product guideline.

(Z) No Person has participated in the origination of the Loan if that entity or individual appears on the any of the following: (i) Limited Denial Participation list; (ii) General Services Administration Excluded Party list; (iii) Freddie Mac Exclusionary list (iv) Fannie Mae 100% Appraiser Quality Monitoring or Ineligible Appraiser lists; (v) Federal Housing Financing Agency Suspended Counter party list; or(vi) AAA LENDINGS exclusionary list.

(AA) The Loan is not a graduated payment Loan, and the Loan does not have a shared appreciation or other contingent interest feature.

(BB) With respect to refinance loans, the Mortgagor's Right of Rescission has not been waived.

(CC) Seller did not use an adverse selection procedure in selecting the Loan from among the outstanding Loans owned by Seller which were available for sale to AAA LENDINGS.

(DD) The Property consists of a single parcel (or multiple parcels) of real property with a detached single family residence erected thereon, or two-to-four family dwelling, or an individual condominium unit in a condominium project, or an individual unit in a planned unit development. No portion of the Property is used for commercial purposes.

(EE) All of the representations and warranties set forth in Article IV shall survive and continue in force for the full remaining life of the Loan and are made for the benefit of AAA LENDINGS and its successors and assigns.

(FF) The information set forth in the Purchase Confirmation (including information contained under each heading in the Purchase Confirmation) and the information contained on each related electronic data file delivered to the Purchaser is complete, true and correct in all material respects. In addition, the data on such Purchase Confirmation correctly and accurately reflects the most current data (except for information specified to be as of the origination date of the Mortgage Loan) in the Seller's and/or Seller's servicer's records and the Originator's records, if the Seller is not the Originator (including, without limitation, the Loan File). With respect to each Mortgage Loan, any seller or builder concession in excess of the allowable limits established in the applicable AAA LENDINGS Guide and applicable at the time of origination has been subtracted from the Appraised Value of the Mortgaged Property for purposes of determining the LTV. With respect to each Mortgage Loan and as of the Closing Date, the most recent FICO score listed on the Mortgage Loan Schedule is the representative credit score utilized in the origination of the Mortgage Loan and determined in accordance with this Agreement and was no more than ninety (90) days old. As of the date of funding of the Mortgage Loan to the Mortgagor, no Appraisal or other property valuation listed on the Purchase Confirmation was more than one-hundred (120) calendar day sold.

(GG) The Mortgaged Property is located in the United States at the street address and the state identified in the Purchase Confirmation and consisting of a fee simple interest in a contiguous parcel of real property improved by a permanent detached single family residence erected thereon, or a permanent two- to four-family dwelling, or a permanent individual condominium unit in a condominium project, or a permanent individual unit in a planned unit development or a permanent townhouse; provided, however, that any condominium project or planned unit development shall conform with the AAA LENDINGS Correspondent Seller's Guide regarding such dwellings applicable at the time of origination of the related Mortgage Loan. If the residential dwelling on the Mortgaged Property is a condominium unit or a unit in a planned unit development (other than a de minimis planned unit development), such condominium or planned unit development project complies with the AAA LENDINGS Correspondent Seller's Guide. If the Mortgage Loan is secured by a long-term residential lease, such residential lease shall conform to the requirements set for in the applicable section of the Fannie Mae Guides; provided, however, nothing under this clause shall prohibit Mortgage Loans with an occupancy classification as an investment property (which may be subject to a short term lease) when originated in accordance with the applicable AAA LENDINGS Guide.

With respect to any Mortgage Loan that is secured in whole or in part by an interest in a Manufactured Home, upon the origination of each such Mortgage Loan such Manufactured Home unit (i) is the principal residence of the Mortgagor and (ii) is classified as real property under applicable state law. No Mortgage Loan is a “manufactured housing loan” pursuant to the New Jersey Home Ownership Security Act of 2002.

None of the Mortgaged Properties are properties which are not explicitly permitted pursuant to the applicable AAA LENDINGS Guide. As of the respective Appraisal date for each Mortgaged Property, no portion of the Mortgaged Property was being used for commercial or mixed-use purposes and since the date of such Appraisal, no portion of the Mortgaged Property has been used for commercial purposes or reclassified as mixed-use. No Mortgage Loan finances builder inventory.

(HH) The Mortgage Note has a stated maturity. The Mortgage and related Mortgage Note contain customary and enforceable provisions such as to render the rights and remedies of the holder thereof sufficient for the realization against the Mortgaged Property of the benefits of the security provided thereby.

(II) In the event the Mortgage constitutes a deed of trust, a trustee, duly qualified under Applicable Law to serve as such, has been properly designated and currently so serves and is named in the Mortgage, and no fees or expenses are or will become payable by the Mortgagee to the trustee under the deed of trust, except in connection with a trustee’s sale after default by the Mortgagor or reconveyance of the deed of trust.

(JJ) The Mortgagor has not notified the Seller, and the Seller has no knowledge of any relief requested by or allowed to the Mortgagor under the Service members Civil Relief Act or any similar state law or local laws.

(KK) The Mortgage contains an enforceable provision for the acceleration of the payment of the outstanding principal balance of the Mortgage Loan in the event that the Mortgaged Property is sold or transferred without the prior written consent of the mortgagee thereunder.

(LL) Except as disclosed to the Purchaser on the Purchase Confirmation, each Mortgage Loan is a "qualified mortgage" within Section 860G(a)(3)(A) of the Code and Treasury Regulation Section 1.860G-2(a)(1).

(MM) No Mortgagor was encouraged or required by the Seller to select a loan product offered by the Seller that was a higher cost product designed for less creditworthy borrowers, unless at the time of the Mortgage Loan's origination, such Mortgagor did not qualify, taking into account credit history and debt-to-income ratios, for a lower cost credit product then offered by the Seller.

(NN) With respect to each Mortgage Loan, neither the related Mortgage nor the related Mortgage Note requires the Mortgagor to submit to arbitration to resolve any dispute arising out of or relating in any way to the mortgage loan transaction.

(OO) Each Mortgage Loan complies with the Ability To Repay Standards. Notwithstanding the foregoing, Business Purpose Loans are not subject to this warranty, except as may otherwise be required by the applicable AAA LENDINGS Guide.

(PP) If a Mortgage Loan is identified as "Safe Harbor Qualified Mortgage Loan" on the Purchase Confirmation, such Mortgage Loan (i) is a "qualified mortgage" within the meaning of Section 1026.43(e)(2) of 12 C.F.R. Part 1026 ("Regulation Z") without reference to Section 1026.43(e)(4), (5), (6) or (f) of Regulation Z, (ii) complies with the total points and fees limitations for a qualified mortgage set forth in Section 1026.43(e)(3) of Regulation Z (including the inflation adjustments provided for in Section 1026.43(e)(3)(ii) of Regulation Z), (iii) is not a "higher-priced covered transaction" within the meaning of Section 1026.43(b)(4) of Regulation Z, (iv) only includes a prepayment charge permitted by Section 1026.43(g) of Regulation Z, (v) does not provide fora balloon payment and (vi) qualifies for the safe harbor set forth in Section 1026.43(e)(1)(i) of Regulation Z. The Credit File for each Mortgage Loan contains all necessary third-party records and other evidence and documentation to demonstrate such proof that the Mortgage Loan has a legal safe harbor of compliance with 12 C.F.R. § 1026.43(c) and the documentation capsule in the Credit File shall also include an evidentiary summary cover checklist that specifically confirms the Mortgage Loan is a "qualified mortgage," and summarizes how each "qualified mortgage" requirement is met by the Mortgage Loan, which shall be certified by the Seller's underwriter.

(QQ) If the Mortgage Loan is identified as "Rebuttable Presumption Qualified Mortgage Loan" on the Purchase Confirmation, such Mortgage Loan (i) is a "qualified mortgage" within the meaning of Section 1026.43(e)(2) of Regulation Z without reference to Section 1026.43(e)(4), (5), (6) or (f)of Regulation Z, (ii) complies with the total points and fees limitations for a qualified mortgage set forth in Section 1026.43(e)(3) of Regulation Z (including the inflation adjustments provided for in Section 1026.43(e)(3)(ii) of Regulation Z), (iii) is a "higher-priced covered transaction" within the meaning of Section 1026.43(b)(4) of Regulation Z, (iv) only includes a prepayment charge permitted by Section 1026.43(g) of Regulation Z, (v) does not provide for a balloon payment and (vi) qualifies for the presumption of compliance set forth in Section 1026.43(e)(1)(ii) of Regulation Z. The Credit File for each Mortgage Loan contains all necessary third-party records and other evidence and documentation to demonstrate such proof that the Mortgage Loan has a "Rebuttable Presumption" of compliance with 12 C.F.R. § 1026.43(c) and the documentation capsule in the Credit File shall also include an evidentiary summary cover checklist that specifically confirms the Mortgage Loan is a "qualified mortgage," and summarizes how each "qualified mortgage" requirement is met by the Mortgage Loan, which shall be certified by the Seller's underwriter.

(RR) All provisions of each PMI Policy have been and are being complied with, such policy is valid, binding, enforceable and in full force and effect, all premiums due thereunder have been paid, the form and substance of such PMI Policy is in substantial conformance with primary mortgage insurance policies acceptable to Fannie Mae and Freddie Mac at the time of origination.

(SS) For each Mortgage Loan, the related Mortgaged Property (including all buildings and improvements thereon), is insured by a Qualified Insurer and in an amount satisfactory to Purchaser applicable at the time of origination of the related Mortgage Loan against (i) loss by fire or perils, (ii) such hazards as are covered under a standard extended coverage endorsement, (iii) such other hazards required to be covered by Agency Requirements and (iv) such other hazards that are customary in the area where the Mortgaged Property is located. By assignment or endorsement of Seller's interest, AAA LENDINGS, its successors and assigns, shall be designated as a mortgagee, loss payee and additional named insured with regard to such insurance. If required by the Flood Disaster Protection Act of 1973, as amended or if any portion of the Mortgaged Property (including any improvements thereon) is in an area identified in the Federal Register by the Federal Emergency Management Agency or by any other governmental authority as having special flood hazards, then a flood insurance policy meeting the requirements of the current guidelines of the Federal Insurance Administration is in effect with a generally acceptable insurance carrier and such policy conforms to Agency Requirements applicable at the time of origination of the related Mortgage Loan.

Section 4.3 Covenants of Seller. Seller covenants and agrees with AAA LENDINGS as follows:

(A) Seller shall notify AAA LENDINGS immediately of: (i) any material changes in its ownership, financial condition, or management; (ii) any audits, examinations and reviews by FNMA, FHLMC, USDA, CFPB, GNMA, FHA or VA and any resulting administrative sanctions imposed upon Seller; (iii) any factor circumstance Seller becomes aware of following the sale of any Loan which would have caused the Loan to be ineligible for sale to AAA LENDINGS if known prior to such sale, including, but not limited to, any fact or circumstance giving rise to a suspicion or inference of suspicious activity, fraud, misrepresentation or noncompliance with applicable requirements; and (iv) the additional Seller notification requirements set forth in the Guide;

(B) AAA LENDINGS may, from time to time, review, at Seller's place of business, or at AAA LENDINGS place of business, Seller's loan files, policies, procedures, and records, in order to determine whether Seller meets AAA LENDINGS quality control standards.

(C) Seller shall timely deliver to each applicant a completed TRID Loan Estimate and Closing Disclosure, Regulation Z disclosure statement, federally mandated fixed rate, or ARM disclosures and HUD booklets. Seller shall be responsible for compliance with aggregate accounting requirements relating to escrow account statements and escrow accounting procedures mandated by the Real Estate Settlement Procedures Act. Seller shall also be responsible for compliance with ECOA concerning notification of adverse action to an applicant whose Loan AAA LENDINGS does not accept (AAA LENDINGS may, at its option, deliver notice of adverse action to Seller for further delivery to applicant). Seller shall comply with Regulation Z concerning return of all moneys paid by the applicant to Seller should the applicant rescind and Seller shall not seek reimbursement from AAA LENDINGS for such refund.

(D) Seller shall deliver evidence, in a form satisfactory to AAA LENDINGS, of compliance with all federal, state and local laws and regulations, including, but not limited to, copies of any notice or disclosure form furnished to an applicant.

(E) Seller utilizes only licensed real estate appraisers that meet the requirements set forth in the applicable AAA LENDINGS Guide, and whose approval and appointment is made in compliance with regulations and standards contained in the Financial Institutions Reform Recovery and Enforcement Act or, in the case of FHA or VA Loans, by appraisers approved by FHA or VA respectively.

(F) At all times during the term of this Agreement, Seller shall maintain a complete set of files and records of all business activities and operations conducted by Seller in its capacity as loan correspondent of AAA LENDINGS. For TRID related disclosures and all closing documents related to TRID, Seller shall retain those documents for a period of not less than five (5) years. For all other documents, Seller shall retain such files and records in a neat, orderly and organized manner for a period of not less than thirty-six (36) months from and after the date of termination or expiration of this Agreement. Seller shall maintain all such files and records at a reasonably accessible location. Notwithstanding Seller's document retention requirements, at AAA LENDINGS' request, Seller shall deliver to AAA LENDINGS a copy of all such files and records. At all times during the term of this Agreement and following the expiration or termination of this Agreement, for all times during the sixty (60) and thirty-six (36) month periods required above applicable to any loan, AAA LENDINGS, its duly authorized agents, representative and employees, any necessary party involved in any public offering (such as rating agencies or representatives of an entity involved in the securitization of Non-Agency Loans sold to AAA LENDINGS) and federal and state regulatory agencies which supervise AAA LENDINGS shall have a right, upon reasonable notice, to audit, inspect and copy any of the foregoing records, reports, files, and related materials of Seller, and Seller shall fully cooperate and assist any such audit or inspection.

ARTICLE V- INDEMNIFICATION AND REPURCHASE

Section 5.1 Breach of Representation or Warranty. Upon discovery of a breach of any of the representations and warranties set forth in Section 4.1, or 4.2, or of the covenants set forth in Section 4.3, the party discovering such breach shall give written notice to the other. Seller shall have thirty (30) days following its discovery or its receipt of notice of any such breach, to cure such breach to the reasonable satisfaction of AAA LENDINGS. If in the reasonable judgment of AAA LENDINGS such breach cannot be cured within such thirty (30) day period, or is incapable of being cured, Seller shall, at the request of AAA LENDINGS, proceed to repurchase the affected Loan at the related Repurchase Price upon demand.

Section 5.2 Repurchase of Loans by Seller. Upon the occurrence of any of the following events, Seller agrees to immediately repurchase the related Loan or Property, at the Repurchase Price:

(A) Seller fails to provide all of the final documentation required by AAA LENDINGS and/or fails to satisfy all other requirements of this Agreement within 120 days from the ERD (expected return date, as same may differ from recording office to recording office). As well, AAA LENDINGS will first assess a $125.00 per loan fee for missing final documents aged greater than 60 days from the ERD (expected return date).

(B) With regard to FHA or VA Loans, Seller fails to submit for FHA Mortgage Insurance Certificate ('MIC'), or VA Loan Guaranty Certificate ('LGC') within sixty (60) days following the Note Date; with regard to USDA Loans, Seller fails to submit for USDA guaranty within thirty (30) days following the Note Date.

(C) With regard to FHA, VA or USDA Loans, in the reasonable judgment of AAA LENDINGS, the related MIC, LGC or guaranty cannot be obtained, or any required private mortgage insurance or guaranty, lapses, is rescinded, or claim thereon is denied or not paid unless directly and solely caused by the negligence of AAA LENDINGS.

(D) AAA LENDINGS repurchases any Loan previously conveyed, transferred, or assigned by AAA LENDINGS to any third party due to defects which existed prior to, or arose as a result of an occurrence on or before the Purchase Date, or third party investor refuses to purchase a Loan due to defects which existed prior to or arose as a result of an occurrence on or before the Purchase Date.

(E) The Loan File or Credit File contains any Fraudulent Document or inaccuracies regardless of whether or not such Loan is delinquent. For any Loan incapable of being repurchased due to inclusion in a GNMA pool, Seller agrees to comply with the procedures set forth in the applicable AAA LENDINGS Guide.

Section 5.3 Early Payment Default. On Loans closed in Seller's name and sold to AAA LENDINGS, an Early Payment Default (EPD) occurs when any of the first four (4) payments due after purchase of the Loan by AAALENDINGS becomes ninety (90) or more days delinquent and such delinquency is not attributable to an error in servicing or other material error of AAA LENDINGS or its affiliates. Section 5.3 will not apply in those circumstances where AAA LENDINGS has agreed to provide non-delegated underwriting services to Seller with respect to the applicable Loan.

For purposes of this section, a Loan is considered delinquent if the payment has not been received by the end of the day immediately preceding the Loan's next due date. Receipt of payments originally due prior to the date on which AAA LENDINGS purchases the loan will not satisfy EPD requirements. Cure for an Early Payment Default is repurchase or indemnification, at the sole discretion of AAA LENDINGS. If indemnification is allowed by AAA LENDINGS, Seller will be required to return the greater of the Premium or 1.25% of the loan amount and pay $3,500 for FHA insured and VA and USDA guaranteed Loans and $2,000 for Conventional Loans and establish are serve deposit in an amount solely determined by AAA LENDINGS to mitigate future losses including without limitation a loss on sale of the Loan. In the event these funds do not cover all losses, Seller will be invoiced for the deficiency and will promptly remit such amount to AAA LENDINGS. Any excess reserve deposits will be returned to the Seller upon the loans final disposition after AAA LENDINGS is reimbursed for all costs and expenses including without limitation interest.

Section 5.4 Re-conveyance of Loan Following Repurchase by Seller. Upon repurchase by Seller, AAA LENDINGS will endorse the Mortgage Note without recourse or take steps necessary to effectuate the transfer control and location on an eNote Loan pursuant to Seller's direction, as applicable. AAA LENDINGS will execute a recordable assignment of the Mortgage or take all steps necessary to effectuate the transfer of the beneficial interests in the security instrument in the MERS system as applicable, and reasonably cooperate in the transfer of the Loan and all information relating thereto to the Seller.

Section 5.5 Indemnification. Seller hereby agrees to indemnify, save, and hold harmless AAA LENDINGS, its successors and assigns, from and against any and all losses, damages, costs or expenses of any nature, including loss of marketability and attorneys' fees ("Losses"), resulting from (a) breach of any representation or warranty, covenant or agreement, made by Seller; or (b) any misstatement, inaccuracy or omission of material fact in the Loan File or Credit File, whether disclosed by actual inspection by AAA LENDINGS or its representative, or otherwise. The indemnification provided by the Company herein shall be with respect to Losses involving third-parties and Losses between the Purchaser and the Company. This indemnification shall survive any termination or cancellation of this Agreement.

Section 5.6 Remedies not Exclusive. The remedies set forth in this Article V, in other sections of this Agreement, and in the applicable AAA LENDINGS Guide, are in addition to and not to the exclusion of any and all rights and remedies available to AAA LENDINGS at law or in equity including, without limitation, specific performance.

ARTICLE VI- TERMINATION

Section 6.1 Termination Without Cause. This Agreement may be terminated by either party at any time upon fifteen (15) days written notification. If the termination is at AAA LENDINGS' option without cause, the Seller will, subject to Applicable Law, be allowed to continue to register loans during the 15-day period for those loan programs which AAA LENDINGS has made available to Seller. Any loans registered open may be locked during the15-day period. After 15 days, no more registrations or locks will be accepted; however, all locked loans delivered within the rate reservation term will be purchased, provided they meet all funding requirements and provided said purchase is permitted under Applicable Law. Notwithstanding any termination of this Agreement, the representations and warranties, covenants, agreements, and obligations of Seller, including but not limited to, its continuing responsibility to promptly supply AAA LENDINGS with outstanding documentation regarding all Loans purchased, and its obligation to repurchase Loans and to Indemnify AAA LENDINGS as provided herein, shall survive termination and remain in full force and effect.

Section 6.2 Termination with Cause and/or Suspension. In addition to any other right and remedy available at law or in equity, if at any time Seller is in breach of this Agreement, AAA LENDINGS, at its sole option, may, but shall not be obligated to, take one of two curative measures. For violations that do not appear to pose a serious threat to the integrity of the program, AAA LENDINGS may suspend the Seller from future registrations as per Section 6.3. For those violations that AAA LENDINGS deems to be serious enough in nature to pose a risk to the program, AAA LENDINGS may terminate the Seller with cause as per Section 6.4.

Section 6.3 Suspensions. AAA LENDINGS will promptly notify a Seller that a breach in the Agreement exists and that future registrations are suspended. A suspended Seller may, at AAA LENDINGS' option, continue to deliver previously locked loans during the period of suspension. Failure by AAA LENDINGS' to immediately suspend a Seller when the breach is first discovered will not prevent AAA LENDINGS from taking this action at a later date. Any time AAA LENDINGS deems the breach has been corrected or that Seller has taken proper steps to correct the breach, AAA LENDINGS may lift the suspension. Notwithstanding any suspension of a Seller's registration privileges, the representations and warranties, covenants, agreements, and obligations of Seller, including but not limited to, its continuing responsibility to promptly supply AAA LENDINGS with outstanding documentation regarding all Loans purchased, and its obligation to repurchase Loans and to Indemnify AAA LENDINGS as provided herein shall remain in full force and effect.

Section 6.4 Termination with Cause. AAA LENDINGS will have no further obligation to purchase any loans from a Seller terminated for cause regardless of the loan status; however, AAA LENDINGS may choose to purchase some or all of the Seller's locked loans without prejudicing the decision to terminate with cause. Notwithstanding a termination for cause, the representations and warranties, covenants, agreements, and obligations of Seller, including but not limited to, it's continuing responsibility to promptly supply AAA LENDINGS without standing documentation regarding all Loans purchased, and its obligation to repurchase Loans and to Indemnify AAA LENDINGS as provided herein shall remain in full force and effect.

ARTICLE VII- MISCELLANEOUS PROVISIONS

Section 7.1 Assignment. Seller may not assign, or delegate any of its rights, duties, and/or obligations hereunder without the prior written consent of AAA LENDINGS, which may be withheld in AAA LENDINGS' sole discretion. A change in ownership, merger, or consolidation of Seller shall be considered an assignment for purposes of this Agreement.

Section 7.2 Relationship between Parties. No exclusive relationship between Seller and AAA LENDINGS shall result from this Agreement. Seller is an independent contractor and nothing herein shall be construed to make Seller a partner, joint venture, employee or agent of AAA LENDINGS Seller shall not make any statement, which leads any third party to reasonably believe that it is an agent of AAA LENDINGS, and Seller shall have no authority to bind or make any representations on behalf of AAA LENDINGS. Seller shall not use or refer to the AAA LENDINGS name in any form of advertising, written materials or circulars except as may be required by law, without the prior written consent of AAA LENDINGS, which consent may be withheld in AAA LENDINGS' sole discretion.

Section 7.3 No Third Party Benefits. This Agreement is made for the express benefit of Seller and AAA LENDINGS, not for the benefit or interest of any other persons or entities, and accordingly, no third party shall obtain or acquire any rights or interest in this Agreement or by reason of the performance or failure of performance of either of the parties hereto or of their respective rights, privileges, duties or obligations arising hereunder.

Section 7.4 Entire Agreement. This Agreement, any addendum(s) attached hereto and executed by all parties, and all applicable AAA LENDINGS Seller's Guide constitute the entire understanding of the parties regarding the subject matter hereof. The invalidity of any portion of this Agreement shall not affect the remaining provisions.

Section 7.5 Notice. Any notice required to be given to a party hereto under the provisions of this Agreement must be by written correspondence which may be delivered to Seller by overnight courier, facsimile, electronic mail, through the US postal system to the Seller's address listed above or by any other reasonable means of delivery as determined by AAA LENDINGS.

Section 7.6 Non – Solicitation & Early Payoffs. Section 7.6 Non-Solicitation & Early Payoffs.

Seller covenants and agrees that it will not, directly or indirectly, take any action or cause any action to be taken by any if its designated third party originators, agents, contractors, employees, or affiliates to solicit the prepayment of, or any alteration in the payment procedures or terms of, any Loan sold to AAA LENDINGS under this Agreement.

This restriction shall not prohibit Seller from engaging in general advertising or from responding to refinance inquires initiated by a Mortgagor, provided that such contact was not the result of any targeted solicitation in violation of this Section 7.6.

For the purpose of this Agreement, a loan shall be deemed an **Early Payoff (EPO)** if, within **two hundred ten (210) calendar days from the loan's funding date**,

* (i) it is paid in full for any reason, or
* (ii) the borrower makes **principal payments exceeding 20% of the original loan amount** in cumulative unscheduled payments.

In the event of an Early Payoff, regardless of whether a prohibited solicitation occurred, the Seller shall **

promptly remit to AAA LENDINGS** an amount equal to:

All rebate, premium, and/or other compensation paid by AAA LENDINGS to the Seller (Correspondent) in connection with the original purchase of the Loan.

This includes, but is not limited to:

* All price premium paid over par,
* Any service release premium (SRP), if applicable,
* Any excess servicing fee, and
* Any other financial consideration associated with the acquisition of the Loan by AAA LENDINGS.

This remittance shall be required for **any Early Payoff**, regardless of who the new lender or servicer may be.

Section 7.7 Resolutions. Prior to the execution of this Agreement, Seller shall provide a resolution from its board of directors, authorizing the individual signing this Agreement to enter into this Agreement on behalf of Seller and authorizing specific individuals who may either (i) enter into Commitments and/or assign and transfer Loan documents or (ii) appoint other individuals to enter into Commitments and/or assign and transfer Loan documents.

Section 7.8 Annual and Ongoing Requirements. Within one-hundred and twenty (120) days following the end of each fiscal year of Seller, Seller shall deliver to AAA LENDINGS audited financial statements, consistent with the requirements set forth in the Guide, of Seller covering such fiscal period including a balance sheet as of the end of such fiscal year, and related statements of changes in financial position and shareholders' equity for such fiscal period setting forth in each case in comparative form, figures for the previous fiscal year all in reasonable detail; If Seller is an approved FHA DE, said statement shall include all calculations required by FHA. Consistent with the requirements set forth in the Guide, Seller shall also provide satisfactory evidence that all licenses, insurance, and bonds have been renewed and are current. AAA LENDINGS may at its option, from time to time, require unaudited statements and/or proof of satisfactory evidence of licenses, insurance and bonds, more frequently than once a year. Seller, as set forth more fully in the Guide, shall immediately notify AAA LENDINGS upon the occurrence of certain significant events regarding changes in Seller's status.

Section 7.9 Set-Off. Seller agrees that AAA LENDINGS may, at its option, offset against the Purchase Price for any Loan delivered for purchase by the Seller, or against any other amounts owed by AAA LENDINGS to the Seller pursuant to this Agreement or any other contract or instrument between the Seller and AAA LENDINGS, any outstanding amounts owed to AAA LEDNINGS by the Seller or any affiliate of the Seller, including, but not limited to, the following: (i) fees, penalties and expenses arising out of the Seller's failure to timely deliver any final documentation; (ii) pair- off fees, penalties or charges relating to delivered or undelivered Loans; (iii) costs and expenses arising out of the Seller's breach of any of its representations, warranties or covenants under this Agreement; and (iv) costs and expenses incurred by AAA LENDINGS as a result of action taken by AAALENDINGS based on AAA LENDINGS' reasonable belief that the Seller is no longer able to fulfill its obligations under this Agreement, including its repurchase and indemnification obligations under this Agreement.

Section 7.10 Governing Law and Conflicts. This agreement and the interpretation of its terms shall be governed by the laws of the State of California without giving effect to its principles of conflict of law. THE PARTIES WAIVE THEIR RIGHTS TO A JURY TRIAL IN ANY ACTION UNDER THIS AGREEMENT. In the event of any controversy or dispute involving this Agreement, AAA LENDINGS and Seller agree to

consent to the exclusive jurisdiction and venue of the state courts in California.

Section 7.11 Consumer Information. Each party agrees to comply with any applicable federal, state and local laws and regulations regarding the privacy and security of Consumer Information. Each party further agrees not to use consumer information in any manner inconsistent with any Applicable Laws regarding the privacy and security of such Consumer Information. It is also required that each party agrees to maintain adequate physical, technical and administrative safeguards in order to protect Consumer Information from unauthorized access, as required by applicable federal, state, and local laws and regulations.

Section 7.12 Attorney Fees. In connection with any litigation or court proceeding arising out of the enforcement of this agreement, the prevailing party will be entitled to recover from the other party, all costs incurred, including reasonable attorneys' fees for services rendered before suit is brought, prior to trial, or appeal, or in federal bankruptcy proceedings.

Section 7.13 Limited Power of Attorney. Seller irrevocably appoints AAA LENDINGS as its attorney-in-fact and agrees to execute a Limited Power of Attorney in the form provided by AAA LENDINGS appointing AAA LENDINGS as its attorney-in-fact for the limited purpose of permitting AAA LENDINGS to: (a) endorse any check, draft or other instrument in its possession which is made payable to Seller but which is due AAA LENDINGS under the terms of this Agreement, (b) endorse Mortgage Notes to AAA LENDINGS or to any other person or entity and to make corrections and revisions to any Mortgage Note endorsements made by Seller or AAA LENDINGS and (c) prepare and execute assignments of mortgages assigning to AAA LENDINGS or to any other person or entity any Mortgage securing a Mortgage Note sold by Seller to AAA LENDINGS and to make corrections and revisions to any assignment of mortgage made by Seller or AAA LENDINGS assigning any Mortgage Note sold by Seller to AAA LENDINGS.

Section 7.14 Amendment. AAA LENDINGS reserves the sole right to amend the terms of this Agreement and AAA LENDINGS' Selling Guides at any time and for any reason. Seller's written or oral consent is not required for AAA LENDINGS to amend this Agreement and/or Selling Guides or for such amendments to take effect.

Changes made to Agreement and/or Selling Guides by AAA Lendings will be effective upon the date as designated by AAA LENDINGS.

Section 7.15 Counterparts. This Agreement may be executed in any number of counterparts, including facsimile copies, each of which may be executed by less than all of the parties hereto, each of which shall be enforceable with respect to the parties actually executing such counter parts.

Section 7.16 E-Signature. It is understood and agreed that documents hereunder may be provided by the parties or may be executed by the parties electronically, in compliance with AAA LENDINGS' policies and procedures relating to e-signatures, the federal Electronic Signatures in Global and National Commerce Act (E-SIGN) and, if applicable, the Uniform Electronic Transactions Act (UETA) adopted by the state in which the electronic record (i.e., the contract or other record created, generated, sent, communicated, received or stored by electronic means) relating to such document or disclosure is initiated.

IN WITNESS WHEREOF, AAA LENDINGS and Seller have executed this Correspondent Seller Loan Purchase and Sale Agreement (Servicing Released) to be effective as of the day and year first above written.

Seller Rep. Signature:	AAA LENDINGS Rep. Signature:
_____	_____
Seller Rep. Printed Name:	AAA LENDINGS Rep. Printed Name:
_____	_____
Job Title:	Job Title:
_____	_____
Date:	Date:
_____	_____

AAA Capital Investment, Inc.
41 E Live Oak Ave, Arcadia, CA 91006
1 (877) 789-8816 | NMLS #295075

Supplemental Announcement

1.Mortgage Electronic System Inc. (“MERS”)

All Sellers must close loans as Original Mortgagee (MOM) to be eligible for purchase by AAA Lendings.

The Seller must properly register the loan on the MERS System and is responsible for initiating the MERS Transfer of Rights (TOB/TOS) within five (5) calendar days of the purchase date (MERS ID #1010309).

2.Final Document Delivery:

The final Recorded Deed of Trust/Mortgage, which shall include all applicable Riders and the Final Title Policy, including all appropriate endorsements, are required to be sent to AAA Lendings as soon as available to Seller or its designee, and no later than 120 days of loan purchase by AAA Lendings.

Each loan to be packaged in a manila file folder labeled with “Borrower Name”, “seller loan number” and shall be sent via overnight mail, with tracking information and shipping manifest in data form provided to AAA Lendings, to the attention of:

AAA Lendings
41 E Live Oak Ave, Arcadia, CA 91006
Attn: Final Documents

3.Initial Collateral Delivery

Each loan to be packaged in a manila file folder labeled with “Borrower Name”, “seller loan number”,and must include the following:

①Original Promissory Note with all endorsements - endorsed to blank – “Pay to the order of _____,without recourse”

②Allonge, if necessary, must be permanently affixed as required by the Uniform Commercial Code

Shipping Address for Collateral Package:

AAA Lendings
41 E Live Oak Ave, Arcadia, CA 91006
Attn: Collateral Package

4.Loss Payee (Mortgagee Clause) Information

Mortgagee clause for Hazard Insurance, Flood, Wind, Earthquake and Volcano is:

AAA Capital Investment Inc, ISAOA
41 E Live Oak Ave, Arcadia, CA 91006

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

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

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ 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.

☐ Other (see instructions) ▸

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(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

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting, later, for further information.

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

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

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

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

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

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

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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