

Company Name		Date
Contact	Account Executive:	

Application Submission Checklist

- ☐ Mortgage Broker Application
- ☐ Mortgage Broker Agreement
- ☐ Authorization Form
- ☐ Fraud Policy Disclosure
- ☐ List of User Name and Password
- ☐ Loan Compensation Plan and Agreement
- ☐ Resumes of the Broker of Record and all Key Personnel
- ☐ Most recent Financial Docs (P&L and Balance Sheet) * ***signed and dated within the last 90 days.***
- ☐ Corporate Resolution
- ☐ Copy of Article of Incorporation
- ☐ Copy of Statement of Information
- ☐ W-9
- ☐ Quality Control Plan (if applicable)
- ☐ Copy of Mortgage Officer License, Broker License and Branch License(s)



NOVUS MORTGAGE WHOLESALE BROKER APPLICATION

Company Information			
Legal Name of Entity :			
Doing Business As :			
Street Address (No P.O. Box) :			
City:		State:	ZIP Code:
Phone:	Fax:	Company E-mail:	
Contact Person:		Contact E-mail:	
Type of Business: ☐ Sole Proprietor ☐ Corp. ☐ Partnership ☐ LLC ☐ LP			
Date Incorporated:		County:	State:
Federal ID No:		If no Federal ID #., Broker SSN:	

Principal(s) / Senior Officer(s) / Manager(s)			
Name	Title	SSN #	Percent Owned
			%
			%
			%
			%

Broker of Record		
Broker of Record:	Broker NMLS:	DRE License:
Company NMLS:	Broker EMAIL:	
Home Address:		

Lender References: List Three (3) Wholesale Lenders with Whom You Are Approved			
Lender Name	Contact Name	Phone #	Email Address



NOVUS MORTGAGE WHOLESALE BROKER APPLICATION

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

Volume Mortgage Brokerage expects to submit to JSB Mortgage Corporation per month: \$

Professional Organizations		
Please check the organizations of which you are a member in good standing:	☐ NAMB	☐ MBA
Others:		

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

Certifications
I/We hereby certify that Brokers is in good standing with any and all applicable regulatory agencies. I/We further certify that said Broker is not a defendant in any litigation alleging fraud, misrepresentation or dishonest acts. For the purpose of inducing JSB Mortgage Corporation to provide financing for clients of the undersigned, I/We certify that all information contained in this Non-delegated Brokers Application is true and correct.

Broker of Record (Print)

SSN

Signature

Address (City/ State / Zip)

Date

Principal / Senior Officer (Print)

SSN

Signature

Address (City/ State / Zip)

Date

THIS MORTGAGE BROKER AGREEMENT ("Agreement") is entered into on this date of ___, 20____ ("Effective Date") by and between JSB Mortgage Corporation ("JSB"), and the following mortgage Broker"):

Broker Company Name

Principal Owner's Name

Broker of Record, Individual
Licensee's Name

} (collectively "Broker")

For the purposes of this Agreement, "Broker" refers to the Broker Company, any fictitious business names and aliases it may use, the primary signatory of this Agreement, and the individual broker licensee who signs this Agreement. Lender and Broker are collectively referred to as "parties" in this Agreement.

1. General Duties, Conditions, and Broker Compensation.

1.1 JSB's General Duties. JSB shall provide funding for loan requests submitted by Broker that conform with JSB's lending criteria, policies, and guidelines then in effect. JSB will make available or provide to Brokers the descriptions of JSB's wholesale lending programs from time to time, and JSB shall be responsible to perform other common tasks reasonably required for JSB to successfully perform under this Agreement. JSB shall not represent, promise, or guarantee to the Broker, Borrower, or any third party that any loan submitted to JSB is or will be approved, unless until JSB has actually communicated such approval in writing. All loan packages and documentation are subject to JSB's independent review and verification and shall become the property of JSB upon loan closing.

1.2 Broker's General Duties. Broker shall perform those services described in the **General List of Broker Services** attached hereto as **Exhibit "A"** and incorporated herein as a part of this Agreement, and other tasks customarily required of mortgage Brokers. In performing its services, Brokers shall always exercise reasonable due care and provide the Borrower with all disclosures pursuant to state and federal laws governing the application, submission, and issuance of real estate loans. All loan requests, inquiries, submissions, and transactions shall be in Brokers official company name.

(a) Timeliness of Providing Documentation: Brokers shall deliver to JSB, by bonded overnight courier service, all loan documentation, supporting information and notes, security instruments, materials, correspondence, notices, communications, and other materials that are relevant to the underlying loan. JSB shall not be liable for Broker's failure to provide required documentation in a timely manner or otherwise.

(b) Upon Borrower's Exercise of Rescission: In the event that a Borrower exercises his or her right of rescission, Broker's shall promptly repurchase such loan from JSB and pay to JSB all losses and damages incurred.

1.3 Reserved.

1.4 Appraisals Subject to JSB's Independent Review. JSB reserves the right to independently review and assess the qualifications, accuracy, and reliability of any real property appraiser, real property appraisal, or real property valuation submitted by Broker's to JSB. JSB may in its sole and independent discretion evaluate, reject, accept, and/or request additional information regarding any appraiser, appraisal, or valuation at any time prior to closing the loan. Notwithstanding JSB's acceptance of any appraisal or valuation, such acceptance shall not mean or imply JSB's approval of a loan or loan amount.

1.5 Brokers Compensation. Broker shall be compensated only upon the successful closing of a loan that is originated by Broker and approved for funding by Lender. Broker shall be paid at the fee rate selected in the LenderPaid Broker Compensation Election Agreement attached hereto and made a part of this Agreement. While such fees may be paid in whole or in part by the Borrower, Lender, or by both Borrower and Lender, no fees shall be paid to Broker which have not been fully disclosed to and approved by both Lender and Borrower. No fees shall be paid to Broker for any loan that fails to fund or fails to close for whatever reason. In all cases, Broker's fees are not earned until the loan transaction has successfully closed, except for any premium or price enhancement which remain unearned and are reimbursable to Lender for 210 days after the loan closing. Broker compensation will be paid to Broker's official company name and corresponding IRS tax identification or EIN on file..

2. Relationship of the Parties. This Agreement does not create a partnership, joint venture, employment relationship, representative relationship, or agency relationship between JSB and Borrower; all dealings between JSB and Brokers are at arms-length and initiated by Broker after consultation with the Borrower. Broker shall not represent to anyone that Broker's is an agent of JSB, and Broker's shall not use or apply JSB's name in any advertising without JSB's prior written consent.

3. Broker's Representations, Warranties, and Covenants. Broker represents, warrants, and covenants from the Effective Date through the life of any loan originated by Broker's and approved by JSB, that:

3.1 Authority and Capacity to Enter Into this Agreement: Broker's is authorized and has the legal capacity to enter into this Agreement; Broker's is duly licensed and in good standing with the department of real estate, state real estate licensing board, or other appropriate regulatory body having jurisdiction over Broker's mortgage license in all states where Broker's will perform services under this Agreement; that Broker's is approved by or registered with the U.S. Department of Housing and Urban Development ("HUD") for purposes of FHA loan submissions; and Broker's performance under this Agreement does not violate any provision of Broker's charter, bylaws, or any laws or regulations applicable to Broker's business activities.

3.2 Truthfulness of Information Provided: Broker's has provided no false, deceptive, or misleading statements or information in its Broker's application and supporting documentation to JSB; Broker's will provide no false, deceptive, or misleading information to JSB in connection with any loan submission or request for JSB's underwriting decision; Broker's will not intentionally omit or conceal any facts that are material or necessary for JSB to fairly assess, review, and make informed funding decisions in connection with any loan submission from Broker's. Broker's shall, upon request from JSB, supply proof satisfactory to JSB of Broker's compliance with (i) all representations and warranties contained in this Agreement, and (ii) all local, state and federal laws, rules and regulations.

3.3 Absence of Claims: There are no pending or threatened criminal or civil lawsuits, arbitrations, administrative actions, investigations, disciplinary actions of any licensing bodies; and neither Broker nor its principals, owners, directors, officers, employees, and/or agents have been involved in any criminal or civil litigation within the past five (5) years involving allegations of deceitful practices, fraud, theft, embezzlement, unfair business practices, or any act of moral turpitude.

There is no action, proceeding or investigation pending with respect to which Broker's or any guarantor has received service of process or, threatened against it before any court, administrative

agency or other tribunal (A) asserting the invalidity of this Agreement, the guaranty or any other agreement among the parties, (B) seeking to prevent the consummation of any of the transactions contemplated by this Agreement, the guaranty or any other agreement among the parties, (C) making a claim individually in an amount greater than \$5,000 against Broker's or any of its officers, shareholders, owners, or affiliates, (D) making a claim for an unspecified amount of damages, or (E) which could adversely affect the validity of the loans or the performance by it of its obligations under, or the validity or enforceability of this Agreement, the guaranty or any other agreement among the parties. Broker, as of the date of this Agreement and any loan submission, (A) does not have any unsatisfied obligations to reimburse any other mortgage company or any other person or entity in connection with any demand for any (i) early payment defaults, (ii) early payoff premiums, (iii) repurchase demands or (iv) indemnification obligations with respect to any of the foregoing, and (B) has not been notified by any mortgage company, any other person or entity, or have reason to suspect that a demand is forthcoming, with respect for any (i) early payment defaults, (ii) early payoff premiums, (iii) repurchase demands or (iv) indemnification obligations with respect to any of the foregoing, and (C) is not entering into this Agreement or any loan submission due to any other mortgage company or any other person or entity, having terminated Broker from any similar type of Broker or Broker agreement based on Broker's failure to timely and promptly pay any (i) early payment defaults, (ii) early payoff premiums, (iii) repurchase demands or (iv) indemnification obligations with respect to any of the foregoing.

Broker has no outstanding judgments, and Broker has no judgment, court order, claim, counterclaim, defense, right of set-off or similar right against JSB or any of its affiliates.

3.4 Broker's Control of Documents: Broker has provided no Borrower client with possession or access to any credit verification document, income verification document, or bank deposit verification document which Broker has or will submit to JSB with respect to any loan submission.

3.5 No Ownership of Real Property Serving as Security: Broker has no direct or indirect ownership interest in any real property serving as security for any loan which Broker originated, and Broker will have no direct or indirect ownership interest in any real property that will serve as security for any loan which Broker originates.

3.6 Licenses in Good Standing: Broker, and all persons employed by Broker who are directly involved in originating, transacting, or processing loans, have complied with all applicable state and federal laws and regulations, including but not limited to compliance with the National Housing Act and its implementing regulations for purposes of FHA loan submissions, as amended; Broker and all individual licensees employed by Broker are duly licensed and in good standing with the department of real estate or other real estate licensing body having jurisdiction over Broker's activities in each state where Broker transacts business; Broker will maintain and keep current its Broker licenses in good standing. Broker shall immediately notify JSB in writing of the threat, initiation, pendency, or resolution of any disciplinary, enforcement, or criminal action, lawsuit, administrative proceeding, or similar action, proceeding, or investigation by FHA, VA, Freddie Mac, Fannie Mae, HUD, Ginnie Mae, or any state or federal agency having jurisdiction over real estate, housing, banking, or financial institutions against Broker or any of Broker's affiliated companies, or against any of the directors, officers, employees, or agents of either Broker or any of Broker's affiliated companies.

Broker shall immediately notify JSB in the event that any director, officer, or loan officer of either Broker or any of Broker's affiliated companies is charged with or convicted of (i) any crime involving dishonesty or fraud; or (ii) of any felony, irrespective of the nature of the crime.

Broker shall immediately notify JSB in writing of (i) the occurrence of any breach of a representation or warranty or Event of Default as set forth in this Agreement; (ii) any litigation or proceeding affecting Broker, any guarantor or any affiliated person or entity, if adversely determined, could have a material adverse effect on the business, operations, property or financial or other condition of Broker or the ability of Broker to perform its obligations hereunder; (iii) receipt by Broker of notice from any agency concerning revocation, suspension or any other adverse action or potential action relating to any of Broker's licenses to conduct its business; or (iv) any material adverse change in the business, operations, property or financial or other condition of Broker.

3.7 Broker Compensation: All of Broker's fees including the method of computation, fee rates, and amounts have been and will be fully negotiated by and between Broker and its Borrower clients at arms-length, and Broker's total fees and compensation have been and will be separately itemized and fully disclosed by Broker to each Borrower and to JSB.

3.8 Broker's Services to Borrower: Broker shall observe all ethical and legal requirements and perform all duties required of it as a mortgage Broker with respect to its clients. Broker warrants that all services will be performed in accordance with customary standards in the mortgage lending industry, and Broker has received no complaints from any Borrower that any such services were not satisfactorily performed. Broker makes credit accessible to all qualified applicants in accordance with applicable law. Broker has not discriminated, and will not discriminate, against credit applicants on the basis of any prohibited characteristic, including race, color, religion, national origin, sex, marital or familial status, age (provided that the applicant has the ability to enter into a binding contract), handicap, sexual orientation or because all or part of the applicant's income is derived from a public assistance program or because of the applicant's good faith exercise of rights under the Federal Consumer Protection Act. Furthermore, Broker has not discouraged, and will not discourage, the completion of any credit application based on any of the foregoing prohibited bases. In addition, Broker has complied with all anti-redlining provisions and equal credit opportunity laws, rules and regulations under applicable law.

3.9 High Cost Mortgages: With respect to any loan that is subject to the provisions of Section 226.31 and Section 226.32 of Regulation Z (Truth in Lending Act), prior to the date of Broker's submission of a Borrower's completed loan application package to JSB, Broker warrants that it has delivered a complete and accurate notice which satisfies all requirements of Sections 226.31 and 226.32 of Regulation Z. Broker warrants that it has reviewed and analyzed the Borrower's credit, income, debts, and overall financial condition, and has discussed the results of its review and analysis with the Borrower, and based thereon, Broker has a reasonable basis to believe that the Borrower is capable to repay the loan in accordance with the loan terms. Broker warrants that the Borrower has provided no documentation indicating that Borrower is unable to repay the loan.

3.10 Insurance: Broker hereby represents and warrants that it currently has and will maintain adequate commercial general liability and errors and omissions insurance coverages for professional negligence claims, advertising injury claims, data breach claims, identity theft claims, and intellectual property claims while this Agreement is in effect all in amounts reasonably acceptable to the JSB.

3.11 Disclosures, Documentation, and Avoidance of Misstatements: Broker shall act diligently and with due care to comply with all applicable regulations and laws pertaining to mortgage lending and to provide Borrower and JSB with complete, timely, truthful, and accurate disclosures, documentation, and information of all facts that Broker knows, should know, or reasonably suspects in good faith that would or may affect: (a) the Borrower's decision to submit a loan application (b) the Borrower's qualification for a loan; (c) the applicable interest rate and fees including but not limited to Broker's compensation and closing costs; (d) the JSB's assessment or underwriting of a loan; (e) the validity or enforceability of any loan obligation resulting from any approved loan; and/or (f) the valuation or appraisal of any real property as security for any loan submitted by Broker to JSB for consideration. Broker acknowledges that any intentional misstatement of fact submitted by Broker or Borrower in connection with a loan may be reported by JSB to appropriate regulatory agencies or law enforcement. All information, reports, exhibits, schedules, financial statements or certificates of Broker, any guarantor or any affiliate thereof or any of their officers furnished or to be furnished to JSB in connection with this Agreement, the guaranty or any other agreement between Broker, any guarantor or JSB is true and complete and does not omit to disclose any material facts necessary to make the statements herein or therein, in light of the circumstances in which they are made, not misleading.

3.12 Reimbursement for Early Payoff Loans (Premium/Credit Recapture): In the event that any Broker- originated loan is reduced in principal amount by (1) at least 15% of original principal balance within the first 90 days or (2) at least 30% of original principal balance from 91st days to 210th days following the loan's funding date or closing date, whichever is later, whether by Borrower's sale of the real property, loan refinance, or otherwise, Broker, or if Broker is incapable of paying for any reason, the current or former members, equityholders, principals, partners, stockholders, on a joint and several basis, shall promptly refund and reimburse JSB: (a) any related Premium above par and/or any other pricing enhancements paid by JSB or credited to the Borrower's closing costs or (b) the service release price ("SRP") of no less than 1.000% of the loan amount that was included in the final pricing of the loan, whichever is greater, plus J S B 's attorney fees and costs to recover these sums from Broker. This covenant is a material inducement for J S B to enter this Agreement, J S B would not enter this Agreement without this covenant, and JSB has relied upon this covenant to enter this Agreement.

3.13 Early Payment Defaults (Broker's Loan Repurchase Obligations): For any loan sold by Broker to JSB that can be sold to or insured by a government agency, department, or federally backed program, Broker shall repurchase the loan if any of the first four (4) scheduled monthly payments is ninety (90) days delinquent. For all other types of loans originated by Broker, Broker shall repurchase the loan if any of the first four (4) scheduled monthly payments is thirty (30) days delinquent. Such delinquent loans shall be deemed in early payment default status and Broker shall have five (5) business days from receipt of JSB's notice to repurchase said loans at the then current repurchase price stated in the notice. For purposes of this section, a loan becomes "delinquent" when a scheduled monthly payment is not received by JSB or its assigns by the scheduled payment due date; an additional day of delinquency shall accrue for each consecutive day that the payment is not received by JSB or its assigns; however, any loan that is delinquent for a full calendar month shall be deemed thirty (30) days delinquent without regard for the number of days in that month. Broker shall not advance funds for or on behalf of any Borrower for any loan payment or otherwise make funds available to any Borrower to avoid or cure any default by Borrower. Furthermore, any payment for which JSB has deducted funds at the time of closing a loan originated by Broker is not and shall not be considered as the first payment due from Borrower after the loan closing date. Broker's repurchase obligation under this section is separate and in addition to any other repurchase obligations, early payoff obligations, and other remedies available to JSB under this Agreement or at law or equity.

3.14 Due Care and Diligence to Inform Borrower: Broker covenants to use due care to fully inform and provide the Borrower with all disclosures, information, and requirements pursuant to state and federal laws governing the application, submission, and issuance of mortgage loans, including but not limited to fully disclosing all terms and conditions to reimburse any premiums above par rates, price enhancements, and premium/credit recapture sums that may be owed in the event of any early pay-off of the loan. This covenant is a material inducement for JSB to enter into this Agreement, JSB would not have entered this Agreement without this covenant from Broker, and JSB has relied upon this covenant to enter into this Agreement.

3.15 Exclusionary Lists: Broker does not and shall not employ anyone, and shall not receive any loan application from any borrower, whose name appears on (a) HUD's exclusionary list, including, but not limited to, LDP, GSA, and CAIVRS, (b) the most recently published Freddie Mac Exclusionary List; (c) the most recent list which may be published from time to time by any government-sponsored agency which shows individuals or companies which are excluded from doing business with that agency.

3.16 Anti Money Laundering: Broker shall comply with all applicable anti-money laundering laws and regulations, including without limitation the USA Patriot Act of 2001, The Bank Secrecy Act ("BSA") and the statutes, rules and regulations administered by the Office of Foreign Assets Control ("OFAC"), the Financial Crimes Enforcement Network ("FinCEN") and any other similar local, State or Federal Law related to anti money laundering and financial transaction security and integrity that may be enacted from time to time (collectively, the "Anti-Money Laundering Laws"). Broker has established an anti-money laundering compliance program as required by 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 borrower and the origin of the assets used by the said borrower to purchase the property in question, and maintains, and will maintain, sufficient information to identify the applicable borrower for purposes of the Anti-Money Laundering Laws. Broker agrees to provide the copy of anti-money laundering compliance program established by the Broker to JSB for review. No mortgage loan is subject to nullification pursuant to Executive Order 13224 (the "Executive Order") or the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury (the "OFAC Regulations") or in violation of the Executive Order or the OFAC Regulations, and the borrower is not subject to the provisions of such Executive Order or the OFAC Regulations nor listed as a "blocked person" for purposes of the OFAC Regulations.

3.17 Loan submission: No fraud, error, omission, misrepresentation, negligence or similar occurrence with respect to the loan submission or loan has taken place on the part of the Broker, the Borrower, or any other Person, including, without limitation, any appraiser, title company, closing or settlement agent, realtor, builder, developer or any other party involved in the origination, sale of the loan or the sale of the related mortgaged property or in the application of any insurance in relation to such loan. The documents, instruments and agreements submitted for loan underwriting were not falsified and contain no untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the information and statements therein not misleading. No Borrower utilized a false identity in the origination of such loan. The loan submission qualifies in all respects for the loan product offered by JSB for which the loan submission is submitted. All loans sold by Broker to JSB strictly comply with the loan level representations and warranties by the applicable governmental agency and as otherwise set forth on Schedule 1 attached hereto and incorporated by this reference.

4. Indemnification / Repurchase. Broker hereby agrees to fully indemnify, defend, and hold harmless JSB and JSB's subsidiaries, successors, and assigns from and against any demands, lawsuits, liabilities, damages, judgments, awards, costs, and expenses, including JSB's attorney's fees (collectively referred to as "Claims" or "Losses") incurred by JSB and arising from or in connection with: (a) Broker's breach of any duty owed to JSB under this Agreement; (b) Broker's failure to perform any duty owed to a Borrower or third party; (c) any Claim by a Borrower or third party resulting from JSB's lawful refusal, rejection, or declined loan request; and/or (d) any Claim by a Borrower or third party alleging that JSB and Broker are partners, joint venturers, affiliates, employer or employee of each other, principal or agent of each other, representatives of each other, or otherwise in association with each other. If JSB becomes subject to a Claim of any Borrower, financial institution, or governmental agency with respect to any loan originated by Broker wherein the alleged facts constitute a breach of any one or more of the terms, warranties, covenants, or representations made or assumed by Broker in this Agreement, Broker shall repurchase the subject loan, at JSB's option and upon JSB's written demand, at the repurchase price then demanded by JSB in addition to Broker's duty to indemnify and defend JSB under this indemnification provision. Broker's promise to indemnify JSB is a material provision of this agreement which JSB has relied upon and without which JSB would not have entered this Agreement.

Should the JSB discover that any of the representations and warranties were incorrect or breached as of the respective loan submission date, or closing of the related loan, and such breach adversely affected the value of a loan or the interest of the JSB therein, or any investor demands repurchase of a loan (in each case, a "Breach"), JSB shall so notify the Broker in writing and provide the Broker with reasonable supporting documentation or information sufficient to identify the nature of the Breach (the "Notice"). Within thirty (30) days after the delivery of the Notice, the Broker may respond in writing to such Notice (the "Response"). After receiving the Response, or, if no Response is timely received from the Broker, then, to the extent that such Breach is not cured or not sufficiently rebutted, then JSB shall so notify the Broker of its request for repurchase. Within ten (10) days after its receipt of the repurchase request, Broker shall acquire the loan with a Breach that is the subject of the Notice from the JSB at the Repurchase Price. If Broker does not acquire such loan in the time frame provided above, then JSB shall have all of its rights at law and equity to enforce these provisions.

For purposes of this Agreement "Repurchase Price" means, with respect to any loan to be repurchased, (i) a price equal to the unpaid principal balance, plus (ii) interest on such unpaid principal balance at the mortgage interest rate from the last date through which interest has been paid by or on behalf of the Borrower through the last calendar day of the month in which such repurchase occurs, plus (iii) the amount of any outstanding servicing advances, plus (iv) all reasonable actual third party out of pocket costs and expenses incurred by the JSB or any successor servicer, including without limitation, costs and expenses, including reasonable legal fees, incurred in the enforcement of the Broker's repurchase obligation hereunder, plus (v) all administrative fees levied by any investor, including a \$1,500.00 fee in addition to any investor fees.

4.1 Survival of Duty to Indemnify and/or Repurchase. Broker's duty to indemnify JSB or repurchase any loan shall survive the termination of this Agreement for all Claims that arise from or relate back to the time when this Agreement was in effect prior to termination. Broker's duty to indemnify JSB or repurchase any loan shall not be diminished by JSB taking any of the following actions, whether or not with notice to Broker: (a) JSB's sale, liquidation, retirement, repurchase, or repayment of any loan; (b) JSB's notice of foreclosure or foreclosure upon any real property securing any loan originated by Broker; or (c) JSB's sale or resale of the real property securing any loan. The remedies provided for in this Section shall survive the termination of the Agreement and such remedies are cumulative and non-exclusive, and shall be in addition to any and all other remedies available to JSB. The remedies provided in this Section shall not be affected by JSB taking any of the following actions with or without notice to Broker: (i) liquidation, repayment, retirement, or sale or resale of any loan; (ii) foreclosure of any loan; (iii) sale or resale of any real or personal property securing any loan, or (iv) underwriting or any other act relating to the related loan

5. Events of Default. Broker's failure to perform any duty under this Agreement, including but not limited to Broker's breach of any obligation arising from or created in the attached exhibits, Mortgage Broker Application form, Loan Fraud Prevention Acknowledgement, JSB-Paid Broker Compensation Election Agreement, Permission to Send Fax and Email form, Request of Username and Password form, and any other ancillary documents, supplements, addenda, and amendments to this Agreement, shall be deemed a material breach of this Agreement which, if uncured within 5 business days of notice of breach, shall be deemed a default of this Agreement entitling JSB to repurchase and indemnification hereunder, including without limitation the right to seek other remedies at law and equity on a non-exclusive basis. Upon Broker's default, JSB shall have the right to immediately terminate this Agreement and refuse pending and future loan submissions.

5.1 Default After Notice of Early Payoff of Loan or Early Payment Default: In the event that any loan is (i) reduced in principal amount by (1) at least 15% of original principal balance within the first 90 days or (2) at least 30% of original principal balance from 91st days to 210th days following the loan's funding date or closing date, whichever is later, or (ii) suffers an early payment default as contemplated by Section 3.13, then in such instance the JSB will provide Broker with written notice of such event and demand the reimbursement of any premium or other price enhancement that was paid by JSB or credited to Borrower's closing costs in connection with such early prepayment, or repurchase the related loan at the Repurchase Price in connection with an early payment default; Broker shall have thirty (30) days from the date of the notice to reimburse JSB. Broker's failure to remit the reimbursement to JSB within thirty (30) days of notice shall constitute a default of this Agreement. Upon Broker's default, JSB's legal counsel will issue a final written notice to Broker demanding the reimbursement due plus any attorney's fees incurred by JSB for legal consultation and attorney's drafting the final written notice. If Broker fails to reimburse JSB after receiving final written notice, JSB will have the right to file suit for damages including recovery of attorney's fees.

6. Loan Fraud Prevention. In addition to the Loan Fraud Prevention Acknowledgement attached to this Agreement and signed by Broker, Broker agrees that in the event that JSB is forced to repurchase any loan originated by Broker that is determined to have been procured or obtained by deceitful practices or by any fraudulent means of Broker and/or Borrower, Broker and/or Borrower shall be liable to JSB for all damages, penalties, and losses incurred by JSB as a result of the Broker's and/or Borrower's fraudulent acts. JSB's remedies shall include, without limitation, the right to demand Broker and/or Borrower to immediately pay-off, repurchase, or refinance the loan in addition to any other legal and equitable remedies available to JSB.

7. Termination of this Agreement. This Agreement may be terminated by either Party with written notice to the other Party upon an event of default as described above or the breach of any term or duty owed under this Agreement, including but not limited to a Party: (a) commencing a bankruptcy or insolvency proceeding; (b) being charged or investigated of any felony crime, regulatory action or ethical violation; and/or (c) being criminally or civilly charged in any action alleging theft, embezzlement, acts of moral turpitude, fraud, bad faith, gross negligence, breach of fiduciary duty, or ethical violations.

8. Joint and Several Liability of Broker Signatories. All Broker signatories to this Agreement are jointly and severally liable to JSB for the performance of any duty or obligation owed to JSB under the terms of this Agreement, including but not limited to Broker's duty to refund, return, or reimburse JSB any compensation, premiums, credit recapture, or price enhancements resulting from a Borrower's early pay-off of any loan. Broker acknowledges that this provision for joint and several liability is a material inducement for JSB to enter into this Agreement, JSB would not have entered this Agreement without Broker's agreement to this provision, and JSB has relied upon this provision to enter into this Agreement.

9. Disclaimer and Limitation of Liability. JSB shall not be liable for any damages arising from or related to Broker's use of JSB's website and related mortgage applications, software, and systems which are managed or administered by other third party service providers, including but not limited to any damages arising from or related to Broker's communications transmitted via email or facsimile between Broker and JSB. In the event that JSB is found jointly or individually liable to Broker or Borrower for any damages arising from or related to any loan transaction originated by Broker, JSB's liability shall be limited to actual damages incurred, and in no case may JSB be held liable for any consequential damages or lost profits.

10. General Provisions.

10.1 Non-Assignable. Neither this Agreement nor any right or duty created herein may be assigned by Broker without the express, prior written consent of JSB. Such consent, if given, shall be limited to the particular assignment for which it was requested and shall not be deemed as a continuing consent for any future or subsequent assignments.

10.2 Assumption of Obligations. Any buyer, assignee, transferee, or successor of Broker's interest shall be deemed to have assumed Broker's obligations owed to JSB under this Agreement. This Agreement and all rights and obligations created herein shall be binding on the parties' successors in interest, heirs and assigns.

10.3 Right to Offset. Any amounts that Broker owes to JSB under this Agreement may, at JSB's option and sole discretion, be offset by JSB against any payments then or thereafter owed by JSB to Broker.

10.4 Attorney's Fees. If either party initiates litigation or formal legal proceeding to enforce any right, obligation, or duty created in this Agreement, including but not limited to the event of Broker's breach or default of its obligations under this Agreement, or to interpret any provision of this Agreement, the Prevailing Party (as hereafter defined) in any such action, proceeding, or appeal thereon, shall be entitled to recover its actual reasonable attorney's fees and costs from the non-prevailing party. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorney's fee award shall not be computed in accordance with any court fee schedule, unless mandated by statute, but shall be such as to fully reimburse all attorney's fees reasonably incurred. Prior to litigation, Broker shall pay for JSB's reasonable attorney's fees and costs incurred prior to JSB filing suit for legal services in connection with JSB's pre-litigation enforcement of any right or duty under this Agreement, whether or not litigation is subsequently commenced, with \$1,500.00 as a minimum attorney's fee per occurrence that Broker agrees to pay JSB for pre-litigation attorney's fees.

10.5 Applicable Law. This Agreement and the rights and duties created herein shall be governed and interpreted under the laws of the State of California without regard for any conflicts of laws principles.

10.6 Forum Selection and Consent to Jurisdiction. **By initialing here _____,** Broker agrees that any and all legal actions, proceedings, or lawsuits arising from or related to this Agreement shall be adjudicated in a federal or state court located in the County of Los Angeles, California. Broker hereby represents and acknowledges that it has had minimum contacts with the State of California by virtue of this Agreement and Broker's other business transactions within the State of California, and Broker hereby consents to the personal jurisdiction of the courts in the State of California. As such, Broker hereby submits and consents to the jurisdiction of the Superior Court of the State of California and the U.S. District Court, Central District of California, and in doing so Broker expressly waives its right to defend based on forum non convenience. Broker warrants it has had a reasonable opportunity to review this waiver with its attorney and that this waiver is fully negotiated and agreed upon knowingly and voluntarily.

10.7 Waiver of Personal Service of Process. **By initialing here _____,** Broker waives personal service of any and all legal process and agrees that all such service of process may be made upon Broker by certified or registered mail, return receipt requested, addressed to Broker at its then current business address, and service will be deemed effective and completed ten (10) days after confirmation of delivery is received by JSB or ten (10) days after actual delivery to Broker, whichever is later. Broker warrants that it has had a reasonable opportunity to review this waiver with its attorney and that this waiver is fully negotiated and agreed upon knowingly and voluntarily.

10.8 Waiver of Jury Trial. **By initialing here _____,** Broker waives its rights to a jury trial of any claim or cause of action arising from or related to this Agreement. Broker acknowledges that this waiver is a material inducement to enter into business relations and that each has relied upon this waiver to enter into this Agreement. Broker represents and warrants that it has had a reasonable opportunity to review this waiver with its attorney and that this waiver is fully negotiated and agreed upon knowingly and voluntarily by the parties.

10.9 Notices. All notices required hereunder shall be in writing and shall be deemed as effective notice upon: (a) actual delivery, if personally delivered; (b) one business day after issuance or transmission, if issued or transmitted by email or facsimile; (c) two business days after deposit for overnight delivery with a nationally recognized courier service; or (d) five business days after deposit for certified mail, registered mail, or first class mail with the United States Postal Service with the addressee's last known address appearing thereon.

10.10 Waivers and Remedies. The failure or delay to exercise any right or remedy available under this Agreement shall not act as a waiver of any other right or remedy available at law or equity, and no single or partial exercise of a right or remedy shall preclude the full exercise thereof nor the exercise of any other right or remedy. No waiver of any provision in this Agreement shall be deemed a waiver of any other provision contained herein, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver, and all remedies shall be cumulative and nonexclusive.

10.11 Power of Attorney. Broker does hereby irrevocably make, constitute and appoint JSB and any of its properly designated officers, employees, or agents as the true and lawful attorneys of Broker with power to sign the name of Broker on any document or instrument that, in JSB's reasonable opinion, must be signed in order to effectuate the terms and provisions of this Agreement, including, but not limited to, any assignments, and/or endorsements of loan documents pertaining to any loan Funded by JSB. This power, being coupled with an interest, is irrevocable until this Agreement is terminated and all of Broker's obligations hereunder have been fully satisfied. At JSB's request, Broker shall provide an executed power of attorney in the form required by JSB.

10.12 Review of Broker Operations. J S B shall be entitled to audit Broker's operations, practices, policies and procedures, inspect its premises, from time to time during business hours upon reasonable notice, so that JSB may perform quality control tests. Broker shall fully cooperate with JSB in such reviews. Broker agrees to provide to JSB at least annually (or more frequently if reasonably required by JSB) current financial statements consisting of profit and loss statements and balance sheets and any other documents, records or other information reasonably requested by JSB. "Current" is defined as the most recently completed quarter. Broker authorizes JSB to obtain a business credit report with respect to Broker upon Broker's execution of this Agreement and from time to time thereafter as deemed necessary or appropriate by JSB.

10.13 Fully Integrated Agreement. This Agreement with attached exhibits, Mortgage Broker Application form, Loan Fraud Prevention Acknowledgement, JSB-Paid Broker Compensation Election Agreement, Permission to Send Fax and Email form, Request of Username and Password form, and any other ancillary documents, supplements, addenda, and amendments, constitutes the entire agreement between the parties and supersedes all other prior and contemporaneous agreements, representations, and understandings between the parties regarding the subject matter of this Agreement. No supplements, addenda, or amendments to this Agreement are binding unless executed in writing by all parties hereto.

10.14 Severability of Void or Unenforceable Provisions. Any provision or part thereof that is found to be legally void or unenforceable shall be severed from this Agreement, and the remaining parts of this Agreement shall remain valid and enforceable to the fullest extent and shall remain in full force and effect.

10.15 Further Acts. Each party hereto shall perform any and all further acts that are reasonably necessary to perform their respective duties and to carry out the provisions of this Agreement. Broker understands and agrees that time is of the essence with respect to each and every provision of this Agreement.

10.16 Paragraph Headings. The headings used throughout this Agreement are for purposes of reference only and have no legal significance other than serving as a title or description of the particular paragraph, section, or provision.

10.17 Counterparts, Electronic/Facsimile Signature. This Agreement may be signed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall collectively constitute one and the same agreement. The Agreement shall be effective with the facsimile or scanned signature of the parties, and such facsimile or scanned signature shall be deemed an original for all purposes.

10.18 Dates of Signatures. Any dates appearing below adjacent to the parties' signatures are for reference purposes only. The effective date of this Agreement is the Effective Date first written above.

[SIGNATURES FOLLOW ON NEXT PAGE]



MORTGAGE BROKER AGREEMENT

IN WITNESS WHEREOF, THE PARTIES AGREEING TO ALL OF THE ABOVE TERMS AND CONDITIONS HEREBY EXECUTE THIS AGREEMENT AND CAUSE IT TO BE LEGALLY BINDING AS OF THE EFFECTIVE DATE FIRST STATED ABOVE:

JSB:

JSB Mortgage Corporation dba Novus Mortgage
1000 Corporate Center Dr. Suite 555, Monterey Park, CA 91754

By: _____
Signature

Dated

Name and Title

Broker:

Company Name

Address

City, State and Zip Code

By: _____
Signature

Dated

Name and Title

: _____
Signature of Principal Owner

Dated

Name of Principal Owner

: _____
Signature of Broker of Record (Individual Licensee)

Dated

Name of Broker of Record (Individual Licensee)

EXHIBIT "A"**General List of Broker Services**

(a) Gathering and organizing information from the loan applicant (Borrower) and completing the application. Completing a prospective loan applicant's worksheet may substitute for the act of completing a mortgage loan application if, for reasons of efficiency, the Lender prefers to have the actual application completed at a central location.

(b) Analyzing the loan applicant's income, debt, and prequalifying the loan applicant to determine the maximum amount the loan applicant can afford.

(c) Educating the loan applicant about the home-buying and financing process, advising the loan applicant about the different types of loan products available, and demonstrating how closing costs and monthly payments would vary under each loan product.

(d) Collecting financial information (for example, tax returns and bank statements) and other related documents that are part of the loan application process.

(e) Initiating or ordering verifications of employment (VOE's) and verifications of deposits (VOD's).

(f) Initiating or ordering requests for mortgage verifications and other loan verifications.

(g) Initiating or ordering appraisals of real property.

(h) Initiating or ordering inspections and/or engineering reports regarding the real property.

(i) Providing the loan applicant with required legal disclosures such as Truth In Lending disclosures, Good Faith Estimate disclosure, and others.

(j) Assisting the loan applicant in understanding and clearing credit problems.

(k) Maintaining regular contact with the loan applicant, real estate broker or salesperson, and lender from the time of loan application to closing, keeping them informed of the status of the loan application, and gathering additional information as needed.

(l) Ordering legal documents, title documents, etc.

(m) Determining whether the secured property is located in a flood zone and/or ordering a flood determination.

(n) Participating in the loan closing process.

Schedule 1

Broker makes to JSB in connection with each loan purchased by JSB and with this Agreement, all of the representations, warranties and covenants set herein which representations, covenants and warranties shall be true at the time of registration, at the time of delivery and which shall survive the purchase of each loan by JSB and shall continue in effect as to each loan for so long as any amount due from the borrower remains outstanding and unpaid.

1. All Broker's representations, covenants and warranties herein shall be true at the time of the execution hereof, as well as at the time of registration of each loan, at the time of delivery and which shall survive the purchase of each loan by JSB.

i. Broker is and shall continue to be an entity duly organized and validly existing in good standing in the jurisdiction of its chartering or incorporation, and Broker and each of its directors, officers, agents and employees have acquired and will, during the term of this Agreement, maintain all necessary licenses and qualifications to transact its business. Broker shall submit to JSB copies of all such licenses as requested by JSB.

ii. Broker has all necessary authority and has taken all required action to enter into this Agreement and to perform the transactions contemplated hereunder.

iii. The execution and delivery of this Agreement by Broker and the obligations which it will perform hereunder do not, and will not, violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination, award or contract having applicability to Broker or the articles of incorporation or bylaws of the Broker.

iv. This Agreement constitutes, when duly executed and delivered by Broker, a legal, valid, and binding obligation of Broker, enforceable against Broker according to its terms.

v. There are no actions, suits, investigations, or proceedings pending or threatened against or affecting Broker or the properties of the Broker before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which if determined adversely to Broker, would have a material adverse effect on the financial condition, properties, or operations of Broker or upon Broker's ability to perform its duties hereunder. Broker shall advise JSB immediately, in writing, of any pending or threatened adverse action, or any pending or threatened action to revoke or limit any license, permit, authorization or approval granted to Broker, which is necessary for Broker to conduct business.

vi. Unless prohibited by federal or state regulation, Broker has disclosed to JSB all final written reports, actions and sanctions of all federal and state agency reviews, investigations, examinations, audit, actions and sanctions undertaken or imposed within five (5) years prior to the Agreement's effective date.

vii. Broker agrees to make current audited financial statements available to JSB upon request, and in any case within ninety (90) days after the completion of each fiscal year. JSB will rely on these statements as part of its determination of whether to continue to purchase Loans under this Agreement.

viii. Broker agrees it will not use of its own benefit or will not disclose to any person or entity confidential information relating to JSB which it has acquired or which it may acquire during the term of this Agreement.

ix. Broker has in full force and effect and will continue to maintain a fidelity bond and an errors and omissions policy or policies or mortgage banker's blanket bond covering all its activities hereunder, and shall provide to JSB on an annual basis and upon JSB's request satisfactory evidence thereof.

AUTHORIZATION FOR VERIFICATION

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

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

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

Broker of record:

Principal / Senior Officer:

Name

Name

Title

Title

Signature

Date

Signature

Date

JSB Mortgage Corporation DBA Novus Mortgage, 1000 Corporate Center Dr. #555 Monterey Park, CA 91754

Loan Fraud Prevention Acknowledgement

Prevalent Types of Loan Fraud and Misrepresentation

- Forgery involves information that is partially or predominantly accurate.
- Making incorrect statements regarding current occupancy or the intent to maintain the minimum continuing occupancy as stated in the security instrument or occupancy affidavit
- Failure by the loan officer, interviewer, or processor to exercise due diligence, including not obtaining all required information from the application and not seeking additional information based on the Borrower's responses.
- Submitting inaccurate information, including false statements on loan applications and falsified documents intended to verify credit, employment, deposit, asset information, personal details such as identity, ownership, or non-ownership of real property, and other pertinent information.
- Accepting information or documentation without question, even when it is known, should be known, or suspected to be inaccurate. a. Processing multiple owner-occupied loans simultaneously or consecutively for one applicant who provides different information on each application. b. Permitting an applicant or interested third party to "assist" in processing the loan.

Consequences

Loan fraud imposes significant costs on all parties involved. JSB Mortgage Corporation steadfastly upholds the quality of its loan production. Fraudulent loans tarnish JSB Mortgage Corporations' reputation with investors and mortgage insurance providers. The repercussions for individuals participating in loan fraud are equally severe. Enumerated below are potential legal and financial consequences for those implicated in loan fraud.

Broker Consequences

1. Criminal prosecution by legal authorities.
2. Revocation or suspension of Real Estate Broker's License, Salesperson's License, and other relevant licenses.
3. Civil litigation initiated by JSB Mortgage Corporation against the Broker.
4. Civil litigation initiated by the applicant borrower and/or other parties involved in the loan transaction against the Broker.

Borrower Consequences

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

I have read the following and understand JSB Mortgage Corporations' policies and positions on "Loan Fraud"

Broker of Record Signature: _____

Principle Signature: _____

Please provide the following contact information to receive log-in credentials for the following users in order to access our online web portal.

[illegible][illegible]



Lender Compensation Form

The Compensation Plan is effective for a duration of one month. The Broker is not required to modify their compensation level each month. Unless NM receives written notification of the Broker's choice of a different compensation plan level within the designated election period, the existing Compensation Plan with NM will automatically renew for the following month. The Lender Paid Compensation Election Form must be submitted to NM no later than five (5) days before the first of each month.

Lender Paid (Select only one)

Please select the desired compensation amount by check marking the box below.

☐ 1.000	☐ 1.125	☐ 1.250	☐ 1.375	☐ 1.500	☐ 1.625	☐ 1.750
☐ 1.875	☐ 2.000	☐ 2.125	☐ 2.250	☐ 2.375	☐ 2.500	

Flat Fee

Only allowed if LPC comp does not exceed 2.25%

Flat Fee: \$_____

The Broker certifies that when compensation is received from the Lender, this compensation will be the Broker's sole source of remuneration. The Broker shall neither accept nor receive any additional compensation in any form from any party other than the Lender. The Broker's compensation is subject to all relevant federal, state, and local laws and regulations, including state and federal high-cost limitations.

The Lender and Broker may mutually agree to amend the aforementioned fixed percentage on a monthly basis. However, any such amended compensation rate shall only apply to loan applications registered by the Lender after the effective date of the change.

Broker:_____

Name:_____

**Request for Taxpayer
Identification Number and Certification**

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they