



19000 MacArthur Blvd., Suite 200, Irvine, CA 92612

Wholesale Mortgage Broker Application Packet

Company Name	Date
Broker Contact	Account Executive

Required Application Exhibits the Following:

To avoid delays: please complete all fields, sign and initial and date all pages where applicable.

- I. **Mortgage Broker Application**  
Signed by Broker of Record, Principal Officer, and Owner(s) of Company (over 10%)  
Any additional owners with over 10% must complete their information on page 2
- II. **Wholesale Mortgage Broker Agreement**
  - Signed and unaltered (please initial all pages where applicable)
  - Complete Item 1.0 with the date, company name, type of business, state, and street address  
Complete Item 14.0 with the address and email where all notices will be sent
- III. **Fair Lending Acknowledgement Form**
- IV. **Broker's Commitment To Responsible Lending**
  - List the company name at the top of the page
- V. **Fraud Policy Disclosures**
- VI. **Consent To Receipt of Fax & e-Mail Advertisement / Rate Sheets**
- VII. **List Of Loan Officers that will be submitting loans along with NMLS#**
  - If none, please note N/A
- VIII. **Contact Information Form for e-Mail Notification**
  - If other than broker
- IX. **Loan Originator Compensation Policy & Agreement**
  - List the company name at the top of the page
  - Complete the bottom with the company name and address as well as the broker printed name, signature, and date
- X. **Lender Paid Compensation Election Form**
- XI. **W-9 Request for Taxpayer ID # and Certification.**
  - Signed by Broker or Principal Officer
- XII. **OTHER REQUIRED DOCUMENTS (not included in this packet):**
  - Two full years financials
    - o Most recent Balance Sheet (within 90 days)
    - o Most recent Profit and Loss (within 90 days)
  - Current Broker & Officers Licenses
  - Resume of Broker
  - Resume of Principal Officer
  - Quality Control Plan (Internal Written Audit System for Loan Files)
  - Articles of Incorporation for Corporation or Organization for LLC (if applicable)
  - E&O Policy (if applicable)

All documents require signatures/initials to be executed prior to submission to: OCMBC, Inc dba LSMortgage (LSM)

Initial



Section 1. Mortgage Broker Application

OCMBC, Inc. Account Executive	
How Did You Hear About Us?	

**Applicant Information**

The applicant named below is applying for approval as a Mortgage Broker with LSM

Legal Name of Company	DBA Name of Company (If Different)		
Broker of Record	Company Main phone		
Company Address	City	State	Zip code
Social Security Number	Date of Birth		
State License Number	Expiration Date		
Broker NMLS #	Company NMLS #		
Home Street Address	City	State	Zip code
Principal Officer	Principal Officer e-Mail Address		
Social Security Number	Date of Birth		
Home Street Address	City	State	Zip code
State of Formation	Date of Formation		
If a Corporation, is it a subsidiary of, or controlled by another entity? If yes, by whom?			

**Ownership of Company**

What percentage of ownership in Company is held by Broker?	
What percentage of ownership in the Company is held by Principal Officer?	

**Ownership of Company by Other Individuals**

Please list names below and percentage. (Note: Individuals owning over 10% of the Company also need to include their information below and sign on Page 6 of this Application and Page 7 of the Wholesale Agreement). For Additional owners, please list information on separate sheet of paper.

Owner Name		Percentage Owned	
Social Security Number		Date of Birth	
Home Street Address			
City		State	Zip Code



**Additional Ownership of Company by Other Individuals (Continue)**

Owner Name		Percentage Owned	
Social Security Number		Date of Birth	
Home Street Address			
City		State	Zip Code

Owner Name		Percentage Owned	
Social Security Number		Date of Birth	
Home Street Address			
City		State	Zip Code

**Lenders References**

**\*\* If none, please attach a letter of explanation \*\***

Company	Contact	Phone Number	Lender Reference e-Mail Address

**General Information**

During the past 5 years, has the name of the company been changed or any other business been purchased, merged or consolidated with the company? **If yes, please include all pertinent information:**

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**Licensing Information**

Company is licensed to originate loans in the state(s) of:	
States in which you are applying with LSM to originate:	
VA approved?	<input type="checkbox"/> Yes <input type="checkbox"/> No
FHA Approved?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your company do centralized processing of loans?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your company have a QC plan in place ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, please submit copy</b>



**Affiliated Companies**

Please certify that your company **does not** have any affiliation\* with any of the following companies:

**Realty Company, Escrow Company, Building Contractor or Developer, Appraisal Company, Property Management Company, Accounting or Tax Preparation Company, Credit Bureau Service or Title Company.**

\*Affiliation is defined as: Having an ownership in, partnership interest with, family or close personal relationship.

\*\* NOTE: LSM will not accept appraisals from appraisers who are affiliated with Broker. \*\*

**I certify that my company does not have any affiliation with the above referenced companies (sign below)**

Broker of Record (Signature)		Principal Officer (Signature)	
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**If your company does have affiliation with any of the above mentioned companies, please list name of company and all the contact information below**

Name	Phone Number		
Street Address	City	State	Zip Code

Name	Phone Number		
Street Address	City	State	Zip Code

**If you are affiliated with a Closing Agent or Escrow Company, the following is required:**

1. A copy of your Quality Control Plan to assure no conflict of interest due to your affiliated business arrangement
2. Errors and Omission (\$300K minimum) Policies under affiliated Closing Agent / Escrow Company Name\*\*\*

**Disclosure / Due Diligence**

Please read the following and certify that all the statements are true. If any of the following are false, please include a detailed letter of explanation with your broker application package.

1. Your company has never been suspended or debarred by any lender from brokering mortgage loans.
2. Your company, its Principals or officers, have never been named as defendant in a lawsuit for alleged fraud or misrepresentation.
3. Your company has never been involved or is not currently involved in any litigation.
4. Your company, its Principals or officers have never been named as a defendant in a criminal, civil, nor had an administrative proceeding / complaint / conviction for alleged fraud or misrepresentation.
5. Your company, its Principals or officers, have not filed for protection from creditors under any provision of the bankruptcy laws or made an assignment for the benefit of creditors within the past seven years.
6. Your company, its Principals or officers, have never had a real estate, lending, or other professional license suspended or revoked, or received any other disciplinary action from a regulatory agency.
7. Your company or any entity affiliated with your company, its Principals or officers, have never had any lender enforce, or attempted to enforce, the Hold Harmless, Indemnification, or Repurchase Clause of their Correspondent or Broker Agreement.
8. Your company, its Principals or officers, have never been the subject of any disciplinary action or regulatory sanction for violation of any fair lending, fair housing, predatory lending or non-discrimination laws or regulations.
9. Your company has never been suspended or debarred by HUD.
10. Your company or any corporate officer / Principal have never had any unfavorable findings in any audit, examination, or investigation.

**I have read all the above Due Diligence Statements and certify that they are all true**

Broker of Record (Signature)	Date	Principal Officer (Signature)	Date



**Authorizations and Certifications:**

By signing this application you agree that LSM may at its discretion, provide information to you and/or your company via fax, telephone, and/or email using the phone numbers and email addresses provided herein (or to other telephone, fax, and email addresses as provided by you from time to time) and/or by courier, U.S. postage, the internet, computer, and/or other means. You agree to provide updated fax, telephone, and email addresses to LSM. Information provided may pertain to pricing, rates, available programs, specials and other topics to keep you aware of product opportunities and changes in the marketplace and/or how LSM does business. You also agree to provide LSM with annual Recertifications through Comerence.

**If you decide to rescind this authorization, you agree to inform LSM in writing to:**

OCMBC, Inc dba LoanStream Mortgage Broker  
Approval Department 19000 MacArthur Blvd,  
Suite200 Irvine, CA 92612

**The undersigned Applicant declares that the information contained in this application and all accompanying supporting documentation is true to the best of his or her knowledge and belief. Applicant understands that LSM is relying on said information in making its business decision to approve said Applicant. LSM and/or its affiliates are hereby authorized to obtain verification of the information from any source name herein (including credit checks, reference inquiries, and background checks) of the Applicant Broker, its Principals and Owners in connection with this Mortgage Broker Application. A photographic copy of this authorization may be used as duplicate original. LSM will treat the information obtained as confidential.**

Broker's Signature		Date	
Printed Name			
Principal Officer's Signature		Date	
Printed Name		Title	



Section 2. Wholesale Mortgage Broker Agreement

1.0 PARTIES

This Wholesale Mortgage Broker Agreement (hereinafter referred to as the "Agreement"), is entered into at Irvine, California, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, with OCMB, Inc. dba LSMortgage (LSM) a California corporation with its principal offices located at 19000 MacArthur Blvd, Suite 200, Irvine, California, 92612 (hereinafter referred to as "LSM"), and (insert the full legal name of the Broker - either company name or sole proprietor name in the following space) \_\_\_\_\_, a (insert the state or territory under the laws of which Broker was formed and exists), \_\_\_\_\_, (insert in the following space the type of business entity Broker is, i.e., corporation, limited liability company, partnership, joint venture, sole proprietorship, or other) \_\_\_\_\_, with a Principal place of business located in (insert in the following space the address or territory of Broker's primary place of business) \_\_\_\_\_ (hereinafter referred to as "Broker").

LSM and Broker are also referred to herein individually as a "Party" and collectively as "the Parties."

2.0 SUBJECT MATTER OF THE AGREEMENT

LSM is a mortgage banker, engaged in the business of, among other things, receiving loan application packages from mortgage brokers, such as Broker, for funding consideration. The purpose of this Agreement is to set forth the Parties' rights and obligations with respect to such loan application packages as Broker may from time to time submit to LSM for funding consideration.

3.0 INTEGRATED AGREEMENT

This Agreement, including any and all other materials which are incorporated into this Agreement by reference as set forth below, is intended to, and does, set forth the entire understanding between the Parties with regard to the subject matter of this Agreement, and it replaces and supersedes all other prior or contemporaneous agreements or understandings between the Parties, whether written or oral, with regard to said subject matter. Except as expressly provided otherwise elsewhere in this Agreement, no amendments, supplements, addenda or waivers of any term or provision of this Agreement shall be valid or have any force or effect whatsoever unless set forth in a writing which is signed by an authorized representative of each of the Parties to this Agreement.

4.0 NON-EXCLUSIVE AGREEMENT

Nothing contained herein shall obligate Broker to submit all the loan application packages it creates or generates to LSM nor shall LSM be obligated to approve and/or fund any loan application package submitted to it by Broker, it being expressly understood by and between LSM and Broker that this is a nonexclusive Agreement.

5.0 INDEPENDENT CONTRACTOR RELATIONSHIP

Nothing contained herein shall constitute a partnership or joint venture between or among LSM and Broker. The Parties hereby expressly agree and acknowledge that, with regard to the subject matter of this Agreement, they are, and at all times governed by this Agreement shall be, operating as independent contractors. Broker shall at no time and under no circumstances represent or hold itself out to any third party, either expressly or impliedly, as an agent or employee of LSM. Broker shall at no time make use of any trade or service mark or logo of LSM without the express and specific written consent of LSM. Broker has no authority, either expressly or impliedly, under this Agreement or otherwise, to enter into any contract or agreement with any third party by or on behalf of LSM.

6.0 GOVERNING LAW This Agreement shall be governed by and construed under the laws of the State of California.

7.0 AGREEMENTS, REPRESENTATIONS AND COVENANTS OF BROKER

In consideration for the agreement of LSM to receive from Broker and consider for funding such loan application packages as Broker may from time to time submit to LSM, Broker hereby agrees, represents and covenants, as the case may be, as follows:

- 7.1 Each such loan application package that Broker submits to LSM on behalf of the potential borrower(s) for whom Broker is working shall be completed and submitted to LSM at the sole and exclusive expense of Broker and/or the potential borrower(s) on whose behalf Broker is working;
7.2 Each such submission of a loan application package to LSM by Broker shall be made under such programs, procedures, and fee schedules as LSM may from time to time establish, in its sole and exclusive discretion;
7.3 At the time of submission of each such loan application package, Broker shall have properly prepared, and shall then furnish to LSM in the form required, such items or documents as LSM may require, and shall thereafter provide any additional documentation requested by LSM including without limitation such information and/or documentation as LSM may require in order to comply with such laws and/or regulations as may be applicable to LSM and/or the loan application package and/or LSM's consideration thereof for funding;
7.4 Broker shall furnish LSM with such information and/or documentation as may be required, and shall provide LSM with such information and/or documentation as LSM may request, which LSM may, in its sole and exclusive discretion determine, that it requires in order for it to ensure to its satisfaction that each such loan application package Broker has submitted to LSM will, if the loan applied for is funded, result in a loan that will be saleable by LSM in the secondary market for such loans;
7.5 The contents of each such loan application package submitted to LSM shall become the property of LSM immediately upon submission, and all information contained therein is, but is not required by this Agreement to be, subject to independent verification by LSM;
7.6 Broker has not made any false, misleading, or incomplete statements or omissions to LSM in connection with Broker's application for approval by LSM or with respect to each such loan application package submitted to LSM under the terms of this Agreement, or omitted to state a fact required to be stated therein or necessary to make the information and statements made therein not misleading;
7.7 Broker neither has nor is aware of any adverse information and/or documentation concerning any potential borrower(s) on whose behalf it submits a loan application package to LSM which it has not communicated to LSM, and all documents and instruments prepared or submitted by Broker, either with the loan application package as originally submitted or as it may have been supplemented by Broker, either in response to LSM's request(s), if any, for additional information and/or documentation, or otherwise, are valid and genuine in every respect;
7.8 No appraisal, or title company, controlling, controlled by, or under common control with Broker shall be used in connection with the origination or closing of any loan resulting from a loan application package submitted to LSM under the terms and provisions of this Agreement;



## Section 2. Wholesale Mortgage Broker Agreement

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- 7.9 Broker will make such investigations and inquiries necessary to verify the truthfulness and completeness of all information provided in each such loan application package submitted to LSM, including without limitation, information relating to the creditworthiness of the potential borrower(s) and the value of the real property securing the loan being applied for by the potential borrower(s), and with regard to each such loan application package submitted to LSM hereunder, and all information contained therein, all such information is true, accurate and complete as of the date the loan application package is submitted to LSM for funding consideration and on the date the loan closes and funds, and Broker has not omitted any material information either from the loan application package as originally submitted or as it may have been supplemented by Broker, either in response(s) to LSM request(s), if any, for additional information and/or documentation, or otherwise;
- 7.10 If at any time during the period between the original submission of a loan application package and the closing and funding of the loan applied for Broker, learns or has reason to believe that any of the information or documentation submitted by Broker either with the loan application package as originally submitted or as it may have been supplemented by Broker, either in response(s) to LSM request(s), if any, for additional information and/or documentation, or otherwise, or if any of Broker's representations and/or warranties with regard thereto, either were when submitted or made, or thereafter have become, not true and/or not valid and/or not genuine, Broker shall immediately give written notice thereof to LSM;
- 7.11 Broker has fully disclosed to LSM in writing, and agrees to fully disclose to LSM in writing on an ongoing basis throughout the term of this Agreement, the existence of any and all past or present claims, actions, lawsuits, legal or administrative proceedings, arbitrations, and dispute resolution proceedings of any kind or nature, regardless of whether they are or were civil, criminal, quasi-criminal, administrative, or otherwise, as well as all unfiled claims, including without limitation repurchase requests or indemnification or "make whole" claims, by any licensing or law enforcement authority or by any other lenders against Broker or any of Broker's salespersons, employees, partners, associates, shareholders or members, whether presently or formerly associated with Broker;
- 7.12 All salespersons and employees of Broker, and all other persons associated with Broker who will provide services in conjunction with the submission of each such loan application package submitted to LSM under the terms of this Agreement have, in so doing, acted in compliance with the requirements applicable to Broker under this section of the Agreement with regard to each such submission of a loan application package to LSM and Broker shall bear full responsibility for any instance of noncompliance with the terms of this section of the Agreement by any such person;
- 7.13 Broker is now, and at all times during this Agreement shall be and remain, duly licensed under the laws of the state(s) in which Broker does business, in possession of all necessary licenses, endorsements, permits, and/or certifications to originate and close mortgage loans secured by deeds of trust or mortgages encumbering dwellings or other real property in such state(s), and has the legal authority to engage in the activities contemplated by this Agreement, and all persons employed by or associated with Broker to carry on the business contemplated under this Agreement shall at all times hereunder either be able to validly do so or shall have their own valid and duly issued license(s), endorsements, permits and certifications to do so;
- 7.14 Broker hereby expressly authorizes LSM, at all times during the term of this Agreement, to obtain and review, at such times and on such occasions as LSM may in its sole discretion deem necessary or appropriate, credit reports for Broker as well as for those of Broker's principals who are signatories to this Agreement in order that LSM may assess on an ongoing basis the continuation of the business relationship between Broker and LSM pursuant to this Agreement and its terms;
- 7.15 If Broker is other than a sole proprietorship, Broker is, and throughout the term of this Agreement will remain, duly organized and existing as a corporation, limited liability company, partnership or other form of business organization in good standing under the laws of the jurisdiction in which Broker was formed and organized and Broker has and will continue to have the requisite power and authority to enter into and perform the terms of this Agreement;
- 7.16 Broker shall at all times during the term of this Agreement comply with all applicable federal, state and local laws, regulations and rules regarding the processing and origination of residential mortgage loans, including, but not limited to: the Equal Credit Opportunity Act, and Regulation B; the Real Estate Settlement Procedures Act, and Regulation X; the Truth-in-Lending Act and Regulation Z; the Home Ownership and Equity Protection Act; the Fair Housing Act; the Fair Credit Reporting Act; the Federal Consumer Credit Protection Act; the Gramm-Leach-Bliley Act; the California Civil Code; the California Housing Financial Discrimination Act; the Flood Disaster Protection Act; the Patriot Act; the Appraiser Independence Rules (and pertinent sections of Regulation Z regarding appraiser independence); the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 including, but not limited to, the Unfair, Deceptive and Abusive Acts and Practices Act; and, any and all state and federal fair lending regulations;
- 7.17 Broker understands and agrees that LSM may report information about any loan application package that LSM believes may contain misrepresentations and/or irregularities to the applicable regulatory agency and to any mortgage industry background database, including without limitation databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange ("MIDEX"). Broker agrees that it and its employees may be named as the originating entity or loan officer(s) on any such loan. Broker acknowledges the importance of LSM's right and necessity to disclose such information, and without limiting any other release provisions in this Agreement, on behalf of itself and its directors, officers and employees, and each of their, respective successors and assigns, Broker hereby releases LSM, its officers, directors, agents, employees, successors and assigns from any and all damage, loss, liability, cost, actions, causes of action, claims, demands or expense, both direct and indirect, including without limitation reasonable legal and accounting fees and expenses, arising from the reporting or use by any database subscriber of any information submitted by LSM with regard to Broker and its employees to any mortgage industry background database, including without limitation MIDEX;
- 7.18 No obligation of Broker under the terms of this Agreement may be assigned or delegated by Broker to any third party without the express written consent of LSM;



## Section 2. Wholesale Mortgage Broker Agreement

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- 7.19 Broker maintains an effective quality control program and Compliance Management System (collectively, its "CMS") designed to prevent violations of Federal consumer financial law, and associated consumer harm. Broker shall make available, upon the request of LSM: (a) copies of Broker's written policies, procedures, internal controls and training materials relative to Broker's employees and/or agents that have consumer contact and/or any consumer compliance responsibilities in connection with residential mortgage loan origination; and, (b) permit LSM access, during normal business hours, to the offices of Broker in order that LSM may make appropriate on-site reviews, as necessary to confirm the propriety and effectiveness of Broker's CMS, including an examination of Broker's internal controls and procedures that are designed to protect against a violation of Federal consumer financial law and/or consumer harm. Broker agrees to report to LSM, within three (3) days: (a) any consumer complaint which in any way involves any of the services contemplated by this Agreement or a loan application submitted to LSM for funding consideration; (b) any consumer complaint which involves Federal consumer financial law, whether or not related to the services contemplated by this Agreement; (c) any legal or regulatory action which alleges a violation of Federal consumer financial law; and/or, (d) any changes in senior management. It is expressly understood and agreed that the terms of this section 7.19 are a material condition and inducement to LSM to enter into this Agreement. It is further understood and agreed that any failure of Broker to fully perform, in whole or in part, any of the terms of this section 7.19 shall constitute a material breach of this Agreement and the grounds for its immediate termination.

### 8.0 TERM AND TERMINATION

The term of this Agreement shall be indefinite, and shall commence with the effective date as provided in Section 19.0 of this Agreement. LSM reserves the right to terminate this Agreement at any time, and for any reason, which termination shall be effective upon notification to broker by authorized representative of LSM.

### 9.0 INDEMNIFICATION

- 9.1 Broker shall indemnify and hold Lender harmless from and against any and all loss, claim, damage, liability, and cost sustained or incurred by Lender, including all costs and reasonable attorney's fees and costs, arising out of or based upon the inaccuracy or breach of any warranty or representation made by Broker in this Agreement, the breach by Broker of any obligation or covenant to be performed by Broker under this Agreement, or any claim by a Mortgage Loan applicant arising out of a failure or refusal to fund a Mortgage Loan. In the event of any claim against Lender or Broker by a Mortgage Loan applicant, Lender shall have the exclusive right to determine the conduct and defense of such legal proceeding or investigation with such Mortgage Loan applicant including, without limitation, the right to compromise, settle, defend or continue any such action. Lender shall have the right but shall be under no obligation, to assume the legal defense of Broker, and Broker shall pay Lender its reasonable share of legal costs and expenses.

- 9.2 Broker agrees to repurchase from Lender any Mortgage Loan made pursuant to this Agreement, upon the terms and conditions set forth herein, in the event the broker has breached any of the terms of this Agreement. Broker shall effectuate the purchase of any Mortgage Loan required to be repurchased pursuant to this Agreement within ten (10) days after Broker's receipt of written demand for repurchase from Lender. The repurchase price for any Mortgage Loan that Broker is required to purchase hereunder shall be an amount equal to the sum of (a) the then unpaid principal balance of the Mortgage Loan; (b) accrued interest through the date of purchase; (c) all unreimbursed advances and extraordinary costs and expenses incurred by Lender with regard to such Mortgage Loan during the life of the Mortgage Loan; (d) all other costs and expenses incurred by Lender including penalties incurred by Lender from any investor, or servicer and reasonable attorneys' fees incurred in connection with the purchase; and (e) any fees paid by Lender, including but not limited to all fees and costs paid to Broker and/or other parties for goods and services rendered in connection with the origination and closing of such Mortgage Loan. Upon purchase of a Mortgage Loan by Broker, Lender shall endorse the note and shall assign the Mortgage in recordable form to Broker, without representations and warranties, whether express or implied and without recourse to Lender.

### 10.0 EARLY PAYOFF AND DEFAULT POLICY

- 10.1 During the term of this Agreement, LSM shall maintain an Early Payoff and Default Policy ("EPO/EPD Policy") with regard to loan application packages LSM receives from Broker.
- 10.2 If Borrower(s) prepays a Mortgage Loan in full within six (6) months of the first payment due date for any reason, Broker shall pay to Lender an indemnification amount equal to all compensation paid to Broker on the loan transaction from any source. Throughout the term of this Agreement, Lender will monitor the frequency of any such EPO activity on loans submitted by Broker and should Lender determine, in its sole and exclusive discretion, as a result of such monitoring, that the frequency of EPO Activity on loans submitted by Broker be deemed excessive, such a finding shall be deemed a valid basis for a declaration of default of this Agreement on the part of the Broker and justification for immediate termination of this Agreement.

In the event the Borrower(s) of a Mortgage Loan originated by Broker shall be deemed an Early Payment Default, Broker agrees to pay to Lender an amount equal to all compensation paid to Broker on the loan transaction from any source. A loan is deemed to be an Early Payment Default if any of the first six (6) payments due under the mortgage note become more than 30 days contractually past due.

- 10.3 LSM will issue to Broker a billing statement detailing any applications of the EPO/EPD Policy and the amount required to be reimbursed to LSM. Payment to LSM in full of any reimbursement amount owed by Broker under the EPO/EPD Policy will be required within thirty (30) days of Broker's receipt of a billing statement reflecting a reimbursement amount due to LSM. LSM may, in its sole discretion, and without prior notice or demand to Broker, take an offset against any monies due for any reason from LSM to Broker for any reimbursement amount due from Broker to LSM as a result of any application of the EPO/EPD Policy, and any such offset taken by LSM shall not under any circumstances constitute or be deemed to be an accord and satisfaction.

Non-Waiver of Remedies; Right to Offset. Lender is not required to demand repurchase or indemnification within any particular period of time. Any delay or passage of time before making such demand shall not constitute a waiver by Lender and nothing contained in this provision shall limit Lender's right to any remedy, legal or equitable; all such legal and equitable remedies, including those provided for herein, being in addition to and not in lieu of any other remedy. Lender may, in its sole discretion, and without prior notice or demand to Broker, take an offset against any monies due for any reason from Lender to Broker for any reimbursement amount due from Broker to Lender as a result of any EPD, EPO, or indemnification and any such offset taken by Lender shall not, under any circumstances, constitute or be deemed to be an accord and satisfaction of any such outstanding amount or matter unless and until Lender confirms such accord and satisfaction in writing.

- 10.4 LSM may, in its sole and exclusive discretion, implement such additional policies and procedures in the future as may be necessary or appropriate to further address early payoff issues.



**11.0 WAIVERS OF REMEDIES**

LGA 's failure or delay to audit any loan prior to funding and closing, or LGA 's failure to or delay in giving notice to Broker of any material loan application or documentation discrepancy discovered after funding or LGA s failure or delay to exercise any right or remedy available under this Agreement or at law or equity, shall not act as a waiver of any right or remedy, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. All remedies shall be cumulative and nonexclusive.

**12.0 MATERIALS INCORPORATED BY REFERENCE**

The Parties hereby incorporate into this Agreement by this reference each and all of the terms and provisions of the following documents, copies of which are appended hereto: the Fair Lending Acknowledgement; the Fraud Policy Disclosure; the Broker's Commitment to Responsible Lending.

**13.0 JURISDICTION AND VENUE**

The Parties hereby expressly agree and consent that jurisdiction and venue for any dispute arising out of this Agreement shall be in the Superior Court of the State of California in and for the County of Orange, or in the Orange County Division of the United States District Court for the Central District of California.

**14.0 NOTICES**

All demands, notices and communications delivered to a Party hereunder shall be in writing (which may be delivered by electronic transmission to the e-mail addresses set forth below) and shall be deemed delivered only when received by the party to which it is sent. Any such demand, notice or communication not delivered via electronic transmission shall be delivered by a recognized private courier service or deposited with the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed as follows, unless such address is changed by written notice hereunder:

**(1) IF TO BROKER:**

Company Name			
Attention			
Address			
Telephone		Company e-Mail	

or such other address as may hereafter be furnished to the LSM in writing by the Broker.

**(2) IF TO LENDER:**

OCMBC, Inc. dba LSMortgage  
 19000 MacArthur Blvd, Suite 200  
 Irvine, CA 92612  
 Attention: Lina Colon, President  
 Telephone: [949-679-7400](tel:949-679-7400); e-mail: [admin@ocmbc.com](mailto:admin@ocmbc.com)

**15.0 ATTORNEY FEES**

In any action or proceeding arising out of this Agreement, the prevailing party therein shall be entitled to an award of its reasonable attorneys' fees as an item of costs.

**16.0 SEVERABILITY**

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

**17.0 EXECUTION OF AGREEMENT**

This Agreement shall be of no force and effect unless and until it is executed by both of the Parties hereto.

**18.0 EFFECTIVE DATE OF AGREEMENT**

The effective date of this Agreement shall be the date of its execution by the last of the Parties to execute it.

**I have read, understand, and agree to the all the above terms and conditions of the Wholesale Mortgage Broker Agreement**

Broker of Record Signature		Date	
Broker of Record Name			
Broker License Number		Exp. Date	
Principal Officer Signature		Date	
Principal Officer Name			



## Section 3. Fair Lending Disclosure

### IT IS AGAINST LSM'S POLICY TO DISCRIMINATE ON ANY BASIS, INCLUDING A LOAN APPLICANT'S RACE, NATIONAL ORIGIN, RELIGION, MARITAL STATUS, GENDER OR AGE.

Uniting communities through residential lending is a core value of LSM. Any act of discrimination violates LSM's policy and its corporate philosophy of providing homeownership opportunities doing business with the core value of providing the opportunity for home ownership to **all** qualified applicants. Our stand on nondiscrimination is absolute; there is zero tolerance for any discriminatory act or behavior. Treating everyone fairly and making decisions based solely on creditworthiness is "Win/Win," plain and simple. LSM believes in "Win/Win." It is our policy and our practice to comply fully with the letter and spirit of fair lending statutes, including but not limited to those cited below. Additionally, we commit to adherence to all state, municipal and local laws, regulations, statutes and all other laws regulating our industry.

We expect all brokers to fully understand fair lending practices and to deal fairly and equally with all loan applicants. We insist that all negotiations be in good faith and without bias. We require that the letter and the spirit of fair lending practices, the following Federal laws, and all statutes governing lending and equal rights be complied within each jurisdiction that the broker conducts business.

### CONSISTENT AND FAIR TREATMENT

It is the policy of LSM and its subsidiaries and affiliated entities policy, to treat all consumers consistently and fairly and in compliance with fair lending laws. Our employees will offer assistance, encouragement and services in a fair, equitable and consistent manner during performance of their jobs. We will communicate our fair lending policy to all of our brokers and correspondents and hold them accountable for treating all consumers consistently and fairly. LSM does not discriminate based on:

- ◆ Race
- ◆ National Origin
- ◆ Gender
- ◆ Age <sup>2</sup>
- ◆ Religion
- ◆ Family Status<sup>3</sup>
- ◆ Handicap
- ◆ Color
- ◆ Marital Status
- ◆ Exercise of Consumer Right<sup>1</sup>
- ◆ Receipt of Public Assistance

LAW	SUMMARY
Fair Housing Act (FHA)	Prohibits discrimination in lending based on prohibited factors (race, color, religion, national origin, handicap, familial status, gender, and age). Also prohibits practices such as redlining, making excessively low appraisals, use of subjective or non-reviewable criteria, creating and exploiting a racially exclusive image, expressing intent to discriminate, and discriminating against women. <a href="http://www.hud.gov/offices/theo/FHLaws/index.cfm">http://www.hud.gov/offices/theo/FHLaws/index.cfm</a>
Equal Credit Opportunity Act (ECOA)	Prohibits discouraging applications and limits the manner in which lenders can inquire about marital status, spouses, former spouses, alimony and child support. Also establishes requirements for lenders such as providing copies of appraisals, providing appropriate disclosures and preserving records from the application/transaction. <a href="http://www.ftc.gov/bcp/online/pubs/credit/ecoa.htm">http://www.ftc.gov/bcp/online/pubs/credit/ecoa.htm</a>
Fair Credit Reporting Act (FCRA)	Regulates the activities of reporting agencies and the users of credit information and protects individuals from invasion of privacy and the dissemination of false or inaccurate information. Requires disclosures when adverse action is taken. <a href="http://www.ftc.gov/os/statutes/fcra.htm">http://www.ftc.gov/os/statutes/fcra.htm</a>
Home Mortgage Disclosure Act (HMDA)	Requires lenders to collect certain information about the loans they make so the government can track applications and ensure lenders are taking and approving applications equally for all groups of people. <a href="http://www.ffiec.gov/hmda/">http://www.ffiec.gov/hmda/</a>
Truth in Lending Act (TILA)	Requires the disclosure of information about the lender, amount financed, and finance charge, payments, security and interest rate. Also establishes that borrowers have a right to rescind most loans secured by their primary residence within three business days of loan closing. <a href="http://www.federalreserve.gov/regulations/tile12/sec226/12cfr226_01.htm">http://www.federalreserve.gov/regulations/tile12/sec226/12cfr226_01.htm</a>
Real Estate Settlement Procedures Act (RESPA)	Requires lenders to provide advance disclosure information on loan settlement procedures and costs. Also regulates the ways in which referrals between companies can be made and establishes parameters for the amount of money borrowers are required to place in an escrow account established for taxes and insurance. <a href="http://www.hud.gov/offices/hsg/sfh/res/respa_hm.cfm">http://www.hud.gov/offices/hsg/sfh/res/respa_hm.cfm</a>
Telemarketing Sales Rule	Establishes parameters regarding the manner in which telemarketing can be conducted. Specifies times during which telemarketing is permitted, information that must be disclosed to consumers during telemarketing, and that records must be kept of telemarketing transactions. <a href="http://www.ftc.gov/bcp/telemark/rule.htm">http://www.ftc.gov/bcp/telemark/rule.htm</a>
Gramm Leach Bliley Act (GLB)	The Financial Modernization Act of 1999, also known as the "Gramm-Leach-Bliley Act" or GLB Act, includes provisions to protect consumers' personal financial information held by financial institutions. There are three Principal parts to the privacy requirements: the Financial Privacy Rule, Safeguards Rule and pretexting provisions. <a href="http://www.ftc.gov/privacy/glbact/">http://www.ftc.gov/privacy/glbact/</a>

As a condition of entering into and maintaining a business relationship with LSM, the undersigned: 1) acknowledges understanding of LSM's fair lending policy 2) agrees to comply with the letter and spirit of all Federal, State, and local licensing, lending, disclosure, and consumer protection laws; 3) agrees to educate its Principals, employees, affiliates, and agents about fair lending practices and the above laws; and 4) agrees to advise LSM immediately upon ascertaining any violation of the above laws by its Principals, employees, affiliates, third-party service providers or agents.

Company Name			
Broker of Record Signature		Date	
Broker of Record Printed Name		Title	
Principal / Owner Signature		Date	
Principal / Owner Printed Name		Title	

<sup>1</sup> For example, if a person previously exercised a Right of Rescission under the Truth-in-Lending Act.

<sup>2</sup> Provided the person has the capacity to enter into a contract.

<sup>3</sup> Whether or not someone has children under the age of 18.



## Section 4. Broker's Commitment To Responsible Lending

As a Mortgage Broker and/or Lender approved to submit loans to LSM and its employees and associates ("We") \_\_\_\_\_ acknowledge the following:

1. We affirm that our primary obligation is to act in the best interest of the Borrower. Therefore:
  - a. Borrower Eligibility  
We will not knowingly submit an application for a non-prime loan for a borrower who is eligible for, and whose needs are best met by, a prime loan.
  - b. No High Cost Loans  
LSM is a responsible lender committed to reasonable points and fees; therefore we will not make "High Cost" loans (as defined by HOEPA, Section 32 and applicable state high cost lending laws or regulations).
  - c. Repayment Ability  
We will consistently consider the financial ability and credit worthiness of the borrower to repay the loan in order to avoid default and foreclosure. We will determine creditworthiness and ability to repay through the use of objective, empirically derived, statistically significant credit bureau scoring and proprietary factors, among other factors and will not rely solely on the equity in the home as a means of determining borrower's ability to repay. We will only submit to LSM, loans that are appropriate to this true ability.
  - d. Flipping/Equity Stripping  
LSM does not itself, engage in, nor does it allow Brokers approved to do business with the company to engage in the practice of soliciting consumers, who have recently obtained a loan with LSM, in order to refinance their loans unless there is a bonafide net tangible benefit to the borrower.
  - e. Credit Insurance  
Broker acknowledges that LSM prohibits the financing of credit insurance products in connection with mortgage loans.
  - f. Privacy and Confidentiality  
Broker warrants it is in compliance with all federal and state privacy laws. Broker commits to protecting every customer's confidential information by utilizing property information security safeguards and secure document disposal.
2. We will consistently operate in full compliance with all federal and state lending requirements – including disclosing all fees on the LE and closing CD, including Yield Spread Premium (YSP).
3. We will consistently comply with state and federal fair lending and non-discrimination laws. (We acknowledge and share LSM's commitment to abiding by both the spirit and letter of all fair lending laws and practices.)
4. We are properly licensed in the States where we do business.
5. We will consistently utilize industry best practices standards and quality control procedures to ensure that each and every loan submission contains NO false or misleading information. In particular (and without limitation) we will ensure that:
  - a. The true source of the down payment is disclosed to LSM.
  - b. The appraisal is a truly independent analysis of the value of the collateral.
  - c. The borrower's factual income is accurately calculated and disclosed. (We acknowledge and share LSM's commitment to preventing mortgage fraud. We understand that LSM views fraud as both a criminal and predatory practice. We understand that LSM reports all fraud to licensing and/or criminal authorities and may civilly sue brokers and agents that participate in fraudulent activities.)
6. We will not submit to LSM, loans that refinance "Special" mortgages (such as reverse mortgages, mortgages from charitable organizations with discounted interest rates, specially subsidized loans, etc.).
7. We will consistently comply with the terms of our Broker Agreement with LSM.
8. We will ensure that all of our employees and associates involved in submitting loans to LSM have read and understood and agree with this Broker Commitment to Responsible Lending.

Broker of Record Signature		Date	
Broker of Record Name			
Principal Officer / Owner Signature		Date	
Principal Officer / Owner Name			



## Section 5. Fraud Policy Disclosure

It is LSM's policy to report all instances of potential fraud or suspicious activity to state and federal law enforcement agencies, including the FBI.

### TYPES OF LOAN MISREPRESENTATIONS AND FRAUD

The following are examples of fraudulent misrepresentation or concealment that are prohibited. This list is not all inclusive.

Submission of False or Misleading Information: This includes but is not limited to submitting false statements on loan applications and/or falsifying documents purporting to substantiate credit, employment, income, deposit and asset information including identity, ownership or non-ownership of real property.

1. Forgery. Signing any documents, including letters of explanation on behalf of clients
2. Occupancy Misrepresentations. Submitting incorrect information regarding current occupancy or the intent to maintain minimum continuing occupancy as stated in the Security Instrument.
3. Concealment of Relevant Information. Brokers must obtain and disclose accurate information on the loan application. The submission of information or documentation that is known or should be suspected of being false or misleading is considered misrepresentation and/or fraud. The following are examples:
  - 3.1 a) Simultaneous or consecutive processing of multiple owner-occupied loan applications from one applicant on multiple properties, or b) Simultaneous or consecutive processing of multiple loan applications from one applicant supplying inconsistent information on each application,
  - 3.2 Permitting an applicant or interested third party to "assist" with processing of the loan, including but not limited to hand carrying verifications; requesting credit reports or ordering appraisals or any other documentation provided by third party vendors.

### CONSEQUENCES

Loan Fraud is costly to all parties involved. LSM stands behind the quality of its loan production. Fraudulent loans damage LSM's reputation with investors and mortgage insurance providers. For those who participate in committing loan fraud the price is costly as well. Below are potential consequences to those parties involved in loan fraud.

#### CONSEQUENCES TO BROKER/LENDER

1. Criminal prosecution by legal authorities.
2. Loss or suspension of real estate broker's license, salesperson's license and/or other applicable licenses.
3. Civil action against Broker/Lender by LSM
4. Civil action against Broker/Lender by the applicant borrower and/or other parties to the loan Transaction.

#### CONSEQUENCES TO BORROWER

Acceleration of the Borrower's debt: Paragraph 6 of the uniform FNMA/FHLMC Deed of Trust states: "Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to lender (or failed to provide lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a Principal residence. NOTE: foreclosure under this section of the Deed of Trust does not require Borrower to be in 'payment default'. As such, the Borrower will not have the benefit of reinstatement. In order to cure the default, the Borrower must pay off the loan in full prior to the sale of the property."

1. Criminal prosecution by legal authorities.
2. Civil action against Borrower by LSM.
3. Civil action against Borrower by parties to the loan transaction, such as the seller and/or real estate agent/broker.
4. Loss or suspension of professional license.
5. Adverse effects on credit history.

Loans submitted to LSM that are subject to any and all services provided by the Internal Revenue Service under IRS Code 4506 with regard to income verification may be subject to the following regulatory actions:

1. An IRS audit to reconcile the differences between the income on the loan application and the income on the tax return
2. Penalties and interest on any portion deemed by the IRS to be an underpayment of taxes as determined by said audit
3. Criminal penalties for having provided misinformation on either the tax return or the loan application

Company Name			
Broker of Record Signature		Date	
Broker of Record Name		Title	
Principal / Owner Signature		Date	
Principal / Owner Printed Name		Title	



## Section 6. Consent To Receipt of Fax & e-Mail Advertisement / Rate Sheets

### HISTORY:

On July 25, 2003, The Federal Communications Commission published its final rule and regulations implementing the Telephone Consumer Protection Act (TCPA) of 1991, 47 CFR Parts 64 and 68 with an effective date of August 25, 2003. These new rules establish a National Do-Not-Call Registry, set a maximum rate on the number of abandoned phone calls, requires telemarketers to transmit Caller ID information, and modify the commission's unsolicited facsimile advertising requirements.

On September 23, 2003, California Governor Gray Davis signed SB 186, a comprehensive law prohibiting unsolicited commercial e-mail advertising and related activities in California. It replaces a prior notice and OPT-OUT and "ADV" labeling requirement in California Law. SB 186 Takes effect on January 1, 2004.

### UNSOLICITED FAX & E-MAIL REGULATIONS:

Under these new rules, companies that wish to send unsolicited advertisements to customers by facsimile must obtain their express permission to do so before transmitting to them. The permission to send facsimile advertisements must be provided in writing, include the recipient's signature and facsimile number, including a clear statement that, by providing such number, the individual or business agrees to receive facsimile advertisements from that company.

Under SB 186, companies that wish to send unsolicited advertisements within California or to e-mail addresses to persons within California must obtain their express written permission to do so before sending e-mails to them. The permission to send e-mail advertisements must be provided in writing and include a clear statement that, by providing such consent, the individual or business agrees to receive e-mail advertisements from the company. This consent can be revoked at any time by calling the toll-free number provided in the advertising e-mail or by sending an "unsubscribe e-mail" to the advertiser.

### CONSENT TO RECEIPT OF INCOMING FAX & E-MAIL ADVERTISEMENTS:

The Undersigned Company or Individual agrees to receive e-mail and/or facsimile (FAX) materials, which may include advertising material, marketing material, rate sheets, or any like business material from LSM or its divisions, branches, or offices operating under a business trade name, at the fax number and/or e-mail address provided below.

By signing this consent form, the undersigned represents and warrants that he/she has the authority to provide this consent on behalf of the individual or business listed below and that this consent shall remain valid unless revoked in writing.

There are no representations that any or all of the material to be provided by e-mail or fax constitutes advertisements under the TCPA or any other federal or state laws or regulations governing consumer transactions.

\_\_\_\_\_  
Recipient Company Name (Legal & DBA) Full Name & Title

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

e-Mail Advertisements Authorized?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	e-Mail Address	
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Fax Advertisements Authorized?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Fax Number	
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**(See next page for List of Loan Officer)**



### Section 7. List of Loan Officers

Please provide the information for all active loan officers including the broker of record.

Name \_\_\_\_\_ NMLS \_\_\_\_\_  
e-Mail \_\_\_\_\_ Phone \_\_\_\_\_

### Section 8. Additional Contact Information to Receive e-Mail Notification

Please provide the name and email address of individuals who should receive rate sheet notification and procedure bulletins emails.

Name \_\_\_\_\_ Name \_\_\_\_\_  
e-Mail \_\_\_\_\_ e-Mail \_\_\_\_\_



## Loan Originator Compensation Policy & Agreement

This Loan Originator Compensation Policy & Agreement ("Agreement") is presented to and acknowledged by \_\_\_\_\_ ("Broker") doing business with LSM as of \_\_\_\_\_

**WHEREAS**, the terms and conditions of this Agreement shall apply to all Covered Transactions;

**WHEREAS**, it is understood by Broker that it is the policy of LSM to comply fully with the Compensation Rule, which means, among other things, that LSM will not pay Compensation to a Loan Originator based on the terms of a Covered Transaction, or a proxy for a term, nor LSM pay Compensation to a Broker if it has received Compensation from the borrower; and,

**WHEREAS**, Broker will be given a plan to execute that will outline the Compensation terms allowable under the terms of this Agreement (the "Compensation Plan"). The Compensation Plan is attached as exhibit A.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Broker agrees as follows:

1. **Scope:** Broker will prepare, and submit to LSM for funding consideration, completed loan application packages in connection with Covered Transactions. Nothing in this Agreement will create an obligation on the part of LSM to accept or approve a loan application package as presented. Broker agrees that all Compensation will be paid only on closed and funded Covered Transactions, and that it will be compensated according to the terms of this Agreement then in effect.
2. **Definitions:**
  - **Compensation:** The term "Compensation" shall mean salaries, commissions, and any financial or similar incentive, and will include, but not be limited to, annual or periodic bonuses and awards of merchandise, services, trips or similar prizes.
  - **Compensation Plan:** The lender paid broker compensation plan that Broker is required to sign that will be issued and updated on a regular basis.
  - **Compensation Rule:** The Final Rule on Loan Originator Compensation, effective January 1, 2014, set forth in Regulation Z at 12 CFR §1026.36.
  - **Covered Transaction:** A "Covered Transaction" shall refer to a closed-end consumer credit transaction secured by a dwelling, including closed-end reverse mortgage transactions.
  - **Loan Originator:** The term "Loan Originator" shall have the meaning set forth in Regulation Z at 12 CFR §1026.36(a) and shall include, but not be limited to, any person who, in expectation of direct or indirect compensation or other monetary gain, takes an application for a Covered Loan, or offers, arranges or assists a consumer in obtaining or applying to obtain a Covered Loan.
  - **Steering:** The term "Steering" shall have the meaning used in Regulation Z at 12 CFR §1026.36(e) and shall include, but not be limited to, advising, counseling, or otherwise influencing a consumer to accept a particular Covered Transaction.
3. **Representations and Warranties:**
  - a) **Compensation:** Broker represents and warrants that it will comply at all times with the Compensation Rule. Without limiting the foregoing, for each loan application package submitted to LSM for funding consideration, Broker represents and warrants that all Compensation will be paid by one source, in accordance with the Compensation Rule, meaning that Broker will be paid either by the borrower or LSM. Broker represents and warrants that it did not and shall not receive Compensation based on the terms of a Covered Transaction.
  - b) **Steering:** The Broker represents and warrants that it did not steer the borrower to consummate a transaction that was not in the interest of the borrower.
  - c) **Policies and Procedures:** The Broker represents and warrants that it has implemented appropriate written policies and procedures designed to ensure compliance with all aspects of the Compensation Rule and any revisions to the policies and procedures shall be done in compliance with the Compensation Rule. Broker agrees to make its policies and procedures available to LSM upon request.
4. **Record Retention:** Broker shall retain all documentation including, without limitation, all records sufficient to evidence all compensation it receives from a creditor, a consumer or other person, regarding a Covered Transaction between itself and LSM for a period of not less than three (3) years after the date of its receipt of Compensation, or longer if required by applicable state law.
5. **Annual Attestation of Compliance:** As part of the recertification process with LSM, Broker shall provide LSM with a written attestation of its compliance with all aspects of the Compensation Rule.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed:

Broker			
With Its Principal Place of Business As			
Broker of Record's or Authorized Signor's Signature		Date	
Broker of Record's or Authorized Signor's Printed Name		Title	



**Lender Paid Compensation Election Form**

**Loan Originator Information**

Company Name / DBA	Broker of Record Name	Company NMLS ID#
LSM Account Executive Name	LSM Broker ID#	Implementation Term <input type="checkbox"/> Month to month (see below)*

**This Compensation Election Form must be returned to LSM 5 days before the start of the new term. Please email to [clients@lsmortgage.com](mailto:clients@lsmortgage.com).**

Lender Compensation Designation (Select Only One)	
Please indicate by choosing one box. The first box allows choosing in 0.125 increments up to 2.750%.	
<input type="checkbox"/> 0.250 <input type="checkbox"/> 0.375 <input type="checkbox"/> 0.500 <input type="checkbox"/> 0.625 <input type="checkbox"/> 0.750 <input type="checkbox"/> 0.875 <input type="checkbox"/> 1.000 <input type="checkbox"/> 1.125 <input type="checkbox"/> 1.250 <input type="checkbox"/> 1.375 <input type="checkbox"/> 1.500 <input type="checkbox"/> 1.625 <input type="checkbox"/> 1.750 <input type="checkbox"/> 1.875 <input type="checkbox"/> 2.000 <input type="checkbox"/> Other: _____ (Max 2.750%)	
Minimum Revenue Amount \$ _____	Maximum Revenue Amount \$ _____
Flat Fee: <input type="checkbox"/> \$500.00 <input type="checkbox"/> \$750.00  Flat fee is in addition to Minimum or Maximum amount, <b>max LPC with flat fee is 2.25</b>	

\* **The Implementation Term** is effective for a month. Broker is not required to change or reaffirm its' compensation level every month. Unless LSM receives written notice of the Broker's selection of a different compensation plan level within the election window, the Compensation Plan with LSM will automatically renew for the next month.

**Certification**

The broker or other authorized signors indicates by his/her signature below that this compensation election request is approved for the Loan Originator firm and further certifies that the submitted plan is in compliance with the current regulations.

Broker of Record's or Authorized Signor Signature		Date	
Broker of Record's or Authorized Signor Printed Name		Title	



## TRID Compliance Certification

This certification is intended to confirm your organization's readiness in compliance with TRID.

This form must be completed and executed by your compliance officer(s) or senior manager responsible for compliance.

Please certify, by choosing one of the options below, that your company has adopted written policies and procedures, including QC procedures, to ensure compliance with all applicable requirements of TRID, including the accuracy of the LE and CD contents and the regulatory timing of the disclosures.

- As of today, we are in compliance with the TRID requirements
- As of today, we are NOT in compliance with the TRID requirements

**Note:** If your company is not in compliance with the TRID requirements, your LSM Account Executive will follow up with you in regards to your action plan and assist your company with additional resources or training needed to ensure no disruption in your ability to do business with LSM. Your company is required to be in compliance with the TRID requirements within 30 days from the date of this certification.

Company Name

---

Company Address

---

Authorized Officer's Name

---

Authorized Officer's Title

---

Authorized Officer's Signature

---

Date

---

---

# Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> 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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
				-					

## 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 on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### 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? on page 2.*

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?* on page 2 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 Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

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

## Backup Withholding

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

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

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

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 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* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## 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* on page 3 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of 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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

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

**Exempt payee code.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), 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 the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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 items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. 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 Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) 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.



19000 MacArthur Blvd, Suite 200, Irvine, CA 92612

### Corporate Resolution

On this day \_\_\_\_\_ , Broker located at \_\_\_\_\_  
\_\_\_\_\_

held a Directors meeting at the same location to decide on the following matters:

As of \_\_\_\_\_ it was unanimously resolved that \_\_\_\_\_  
\_\_\_\_\_ (Signer, title)

\_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ (Signer, title)

\_\_\_\_\_ are hereby authorized on behalf of \_\_\_\_\_

\_\_\_\_\_ to sign and  
( Company)

execute all and any instruments of acceptance and transfer and other documents

whenever necessary. These matters so being resolved and agreed to by the Directors of

this corporation, the undersigned hereby causes them to be in effect immediately.

\_\_\_\_\_  
Signer - Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signer - Title

\_\_\_\_\_  
Date