



PHH Mortgage Corporation
10951 White Rock Road, Suite 200
Rancho Cordova, CA 95670

Dear Future Broker Partner:

Your FHA approval status was hard earned. How can it be even more worthwhile? By using it to grow your reverse mortgage business.

Reverse mortgages are the fastest growing products in the financial services industry, steadily increasing in direct proportion to the expanding senior marketplace.

Regardless of your experience with reverse mortgages, PHH Mortgage Corporation ("PHH" or "Liberty") is dedicated to tailoring resources to maximize your specific business model. If retaining and expanding your client base, increasing returns on marketing investment, and changing lives are a few of your goals, take the next step in discussing all the benefits of a lending relationship with PHH.

You have already given your company the ability to succeed by obtaining the authorization to originate and/or fund FHA loan programs. PHH is a partner you can trust to deliver the full potential of reverse mortgages. Fill out an application with us today and help make your business soar.

If you have any questions or concerns, please give us a call at (866) 871-1353.

Sincerely,

PHH Mortgage Corporation

P.S. Fill out an application with us today and take the first step toward a more successful business.

MORTGAGE FRAUD IS INVESTIGATED BY THE FBI



Mortgage Fraud is investigated by the Federal Bureau of Investigation and is punishable by up to 30 years in federal prison or \$1,000,000 fine, or both. It is illegal for a person to make any false statement regarding income, assets, debt, or matters of identification, or to willfully overvalue any land or property, in a loan and credit application for the purpose of influencing in any way the action of a financial institution.

Some of the applicable Federal criminal statutes which may be charged in connection with Mortgage Fraud include:

- 18 U.S.C. § 1001 - Statements or entries generally
- 18 U.S.C. § 1010 - HUD and Federal Housing Administration Transactions
- 18 U.S.C. § 1014 - Loan and credit applications generally
- 18 U.S.C. § 1028 - Fraud and related activity in connection with identification documents
- 18 U.S.C. § 1341 - Frauds and swindles by Mail
- 18 U.S.C. § 1342 - Fictitious name or address
- 18 U.S.C. § 1343 - Fraud by wire
- 18 U.S.C. § 1344 - Bank Fraud
- 42 U.S.C. § 408(a) - False Social Security Number

Unauthorized use of the FBI seal, name, and initials is subject to prosecution under Sections 701, 709, and 712 of Title 18 of the United States Code. This advisement may not be changed or altered without the specific written consent of the Federal Bureau of Investigation, and is not an endorsement of any product or service.

Wholesale Lending Application Checklist

Required Documentation: (forms included in this package)

Wholesale Lending Application

Agreements : Company Legal Name, Date, and Signature are required on all applicable pages

- **Note:**
 - **TPO Agreement**
 - **Software License Agreement**
 - **Principal-Authorized Agent Agreement**

Code of Ethics Certification Form

Regulation Z Certification Form

Corporate Resolution

- **Note:** Page two of the Corporate Resolution must be signed by an authorized officer listed on page one.

Current Balance Sheet and YTD Profit and Loss Templates

- **Note:** Only required if Audited Financials supplied are over 90 days old. Must be completed with "month end" information current within the last 90 days and must be signed by an Authorized Signer. Templates only need to be completed if existing Financial Statements are not available. Not required for Banks and Credit Union applicants.

Additional Required Documents:

Most Recent Year End Audited Financial Statements

- **Note:** Not required for Banks and Credit Unions

Executed IRS W-9 Form (pg. 42)

Formation / Entity Documents

Resumes

- **Note:** Only required for Owners/Officers with ownership of 10% or more.

Sole Proprietors Only

- Executed IRS form 4506 (pg. 48)
- Copy of most recent tax return

All documents may be emailed to:

Email: BrokerReview@LibertyReverse.com

Please mail Original signatures for the Agreement to:

PHH Mortgage Corporation dba Liberty Reverse Mortgage
Attn: Broker Review Department
10951 White Rock Road, Suite 200
Rancho Cordova, CA 95670

Account Manager Contact Info:

Name

Phone

Email

Wholesale Lending Program Application

Instructions: All sections must be completed.

Incomplete applications will be subject to delay, suspension, or rejection.

Organization's Legal Name:				
DBA (if more than one, please list one that will be used with reverse mortgages):				
Complete Home Office Address and Main Phone Number: (All correspondence will be directed to this address unless otherwise instructed. This address should match the Home Office address listed in NMLS Consumer Search. If it does not, please explain.):				
City:		State:		ZIP Code:
Primary Contact (Communication relating to Broker approval status will be directed to this contact):				
Phone Number:			Email Address:	
User Administrator (This person will manage your company's login and password access for Website and Calculator):				
Phone Number:			Email Address:	
State of Corporation or Organization: -				
Type of Business:	<input type="checkbox"/> Corporation	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input type="checkbox"/> LLC
<input type="checkbox"/> Other :				
Is your organization a Bank or Credit Union?		<input type="checkbox"/> Yes		<input type="checkbox"/> No
Is your organization a Subsidiary?		<input type="checkbox"/> Yes		<input type="checkbox"/> No
Employer Identification Number (EIN)				
NMLS ID				
Home Office FHA ID				
What was your TOTAL volume (in\$) for FHA Single Family Mortgage during your previous Fiscal Year?				

Please explain any blanks above:

State Licenses – Home Office

Indicate all states which your Organization is requesting approval.

Please note that all licensing is subject to verification and additional documentation may be requested.

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

Are you **exempt** from state licensing? Yes No

Owner/Officer Information

Indicate a complete list of Officers including title and percent of ownership. Officers/Owners of 10% or more must provide SSN, date of birth and home address; attach additional sheets if necessary.

Indicate "N/A" for Banks or Credit Union applicants.

Name:		
Title:	Percent of Ownership:	
Current address:		
City:	State:	ZIP Code:
Date of Birth:	SSN:	
Name:		
Title:	Percent of Ownership:	
Current address:		
City:	State:	ZIP Code:
Date of Birth:	SSN:	
Name:		
Title:	Percent of Ownership:	
Current address:		
City:	State:	ZIP Code:
Date of Birth:	SSN:	
Name:		
Title:	Percent of Ownership:	
Current address:		
City:	State:	ZIP Code:
Date of Birth:	SSN:	

Disclosure Questions

**Please answer the following questions indicating "Yes" or "No" in the appropriate boxes provided.
Please provide information on Disclosure Questions indicated as "Yes" in the space provided below.**

(Attach additional sheets if necessary)

- | | Yes | No |
|--|--------------------------|--------------------------|
| 1. Does the Organization have any pending litigations?
(If Yes, please provide details) | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is your Organization in the practice of offering additional financial services in conjunction with or after the close of a reverse mortgage transaction?
(If Yes, please provide details) | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Does your Organization have any ownership interest in any third party provider?
(e.g. Title/Escrow services, signing services, appraisal services, etc. If Yes, please provide information including the Type of provider, Name of provider, and % of ownership. Additionally, please provide a RESPA Affiliated Business Disclosure and any other required disclosures in regards to ownership interest) | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Does any branch office of your Organization have sole responsibility for decisions relating to individuals originating/soliciting mortgage loans with respect to employment or compensation of branch employees? (if yes, please provide details) | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Has your company done business under a DBA or any other name in the last 10 years?
(If Yes, please provide a list of all names) | <input type="checkbox"/> | <input type="checkbox"/> |

Please provide an explanation for any "Yes" responses noted above:

Certifications

- The information contained herein and in the attachments is true and correct. Any material misrepresentation contained herein is grounds for termination of the relationship with PHH Mortgage Corporation ("PHH"). PHH is hereby authorized to verify information from any source disclosed herein.
- PHH is hereby authorized to request financial information including audited or current unaudited financial statements if deemed necessary.
- The Officers or 10% or more owners of the Company consent to periodic background checks including, but not limited to, criminal history background reports, credit bureau reports, and Mortgage Asset Research Institute ("MARI") reports. These checks may include former names and DBA's.
- The Applicant certifies that it has read and understands State and Federal regulations with respect to Net Branching or prohibited branch arrangements. Additionally, Applicant acknowledges that it has read HUD mortgagee letter 00-15 regarding prohibited branch arrangements and is in compliance with HUD's position pursuant to that mortgagee letter. Applicant accepts all liability for actions of its branch offices and employees working in those offices, for all loans delivered to PHH.
- The Organization will be subject to recertification annually.

Signature of Authorized Signer

Date

Printed Name

Title

THIRD PARTY ORIGINATOR AGREEMENT

This Third Party Originator Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, by and between PHH Mortgage Corp. ("Liberty"), a NJ Corporation and _____ ("Originator").

(Company Legal Name)

WITNESSETH:

WHEREAS, Originator is an entity that originates reverse mortgage loans, including but not limited to Federal Housing Administration ("FHA") insured Home Equity Conversion Mortgage ("HECM") loans through an FHA-approved sponsoring mortgagee and non-HECM proprietary reverse mortgage loans offered or accepted by Liberty (hereinafter "Loans") (with respect to HECM Loans, Originator shall be deemed a sponsored third party originator, and may be an FHA-approved entity or a non-FHA-approved entity);

WHEREAS, Originator is duly licensed, or exempt from licensing, in each state where Originator conducts business and is authorized to correspond and originate reverse mortgage loans, and desires to deliver loan application packages for Loans to Liberty, to be closed in the name of Liberty; and

WHEREAS, Liberty desires to accept from Originator certain loan applications for such Loans for processing, underwriting and preparation of settlement documents upon and subject to the terms and conditions of this Agreement.

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

- Delivery of Loan Packages. Originator agrees to deliver to Liberty the loan applications for Loans that are taken by Originator, together with all related materials required pursuant to the terms and upon the conditions of this Agreement (collectively, the "Loan Packages"). Concurrent with the delivery of a Loan Package to, and its acceptance by, Liberty hereunder, Originator shall be deemed to have assigned, and hereby does assign, to Liberty all of its rights, title and interest in and to such Loan Package. Originator shall only deliver to Liberty Loan Packages for those loan programs that Liberty offers and approves from time to time that meet requirements of this Agreement and the programs outlined in the Guidelines (as defined herein).
- Loan Package Standards. For a Loan Package delivered to Liberty to qualify for acceptance by Liberty hereunder, the Loan Package must be originated in accordance with, and satisfy all requirements of: (1) all applicable federal, state and local laws, ordinances, regulations and rules, including without limitation, section 255 of the National Housing Act, the FHA HECM regulations and applicable Mortgagee Letters, and the HUD HECM Handbook, 4235.1, and the Fannie Mae Guides, as applicable to HECM loans, the federal Truth-in-Lending Act, as amended ("TILA"), the federal Equal Credit Opportunity Act, as amended ("ECOA"), and the federal Real Estate Settlement Procedures Act of 1974, as amended ("RESPA"), (2) any and all underwriting

standards, loan product descriptions, policies, procedures, guidelines, memoranda and other requirements issued by Liberty from time to time, and all amendments thereto (collectively, the "Guidelines"), and (3) this Agreement. Upon the acceptance of a Loan Package by Liberty hereunder, Liberty will underwrite the Loan Package. The decision to reject a Loan Package submitted by Originator and the decision to approve a Loan in connection with a Loan Package shall be made by Liberty in its sole discretion. The rejection of Loan Packages and the origination of loans in connection with Loan Packages will be made in the name of Liberty.

2.1 Assignment of Loans and Closing Protection Letter. (a) Originator hereby assigns to Liberty each Loan Package and each Loan, if applicable, and shall provide an assignment of mortgage, whenever required, to Liberty in connection with each such closed Loan. Liberty will own loan applications and Loan Packages transferred to it by Originator under and pursuant to this Agreement, and Liberty shall own the Loans originated and closed under this Agreement, and shall have the power and may deal with such Loans as it sees fit, without notification or further compensation to Originator.

(b) All Loans approved by Liberty will be closed and funded within the time limits specified in Liberty's Guidelines. Prior to the closing of any Loans, and if available and allowable in the jurisdiction where the Property is located, the title insurance company issuing the mortgagee's title insurance policy required under the terms of Liberty's Guidelines shall have delivered an "Insured Closing Protection Letter" (or similar instrument) naming Liberty as insured or the covered party with respect to the settlement of such a loan. As used herein, an "Insured Closing Protection Letter" shall mean, in all states except New York and Texas, the ALTA (or similar) form of insured closing protection letter; in Texas, the term shall mean the form of insured closing service letter prescribed by the Texas State Board of Insurance. In New York, such term shall mean closing protection and/or agent authorization letters issued by a title insurance company making such title insurance company liable for acts of its title agent while acting within the scope of the title agent's authority while acting on the title insurer's behalf.

2.2 Rejected Loans. Originator shall not submit to Liberty any loan application or Loan Package for a Loan which was simultaneously submitted to another lender or was previously rejected by Liberty or another Supervised or Non-Supervised FHA-approved mortgagee as being ineligible for FHA insurance.

3. Guidelines. The Guidelines are incorporated herein by reference, and made a part hereof in all respects. By executing this Agreement, Originator acknowledges that Liberty has provided Originator with a copy of its Guidelines. Liberty reserves the right, in its sole discretion, to revise the Guidelines, and Liberty will notify Originator of all such revisions, which notification, in addition to other methods, may be in electronic or automated portal format. Liberty may revise the Guidelines at any time in its sole discretion. Notwithstanding that Originator may take a loan application prior to such revision, to be delivered as part of a Loan Package to Liberty pursuant to this Agreement, any revisions to the Guidelines will apply to such loan application delivered as part of a Loan Package to Liberty pursuant to this Agreement

4. Loan Package Contents. Each Loan Package shall contain the material specified in the Guidelines, and as otherwise required by this Agreement.

5. Responsibilities and Obligations of Parties; Originator Compensation.

5.1 Originator Responsibilities. During the term of this Agreement, in addition to all other obligations and responsibilities contained in this Agreement, Originator shall perform those services as specified in the Guidelines. HECM Loans subject to this Agreement will be insured by the FHA (unless otherwise approved in writing by Liberty) and all Loans subject to this Agreement will be closed in the name of Liberty. Each party agrees to execute and deliver such instruments or assurances and take such actions as the

other party may, from time to time, reasonably request, in order to effectuate the purposes and to carry out the terms of this Agreement. Without limitation of the foregoing, Originator agrees to do all things and to execute or otherwise obtain for Liberty all additional information or documentation necessary for Liberty to properly complete its underwriting of any Loan, as well as the approval or funding of any Loan.

(a) In addition to advising prospective borrowers for Loans regarding the necessity for counseling prior to making any application for a Loan, and obtaining a counseling certificate from an approved HUD counselor functioning in compliance with applicable state and federal regulations, Originator will initiate, complete and obtain a loan application, and perform the following services in connection with each Loan: (a) educate the applicant (in a face-to-face meeting, when required) in the reverse mortgage financing process, the different types of reverse mortgage products (including fixed rate, adjustable rate, lump sum, line of credit and monthly disbursement options), and other alternative credit products and financing/investment options available; (b) analyze prospective borrowers' reverse mortgage credit qualification information, including assessment of (i) the prospective borrower's age (using reasonable means to identify the prospective borrower and his or her age); (ii) the prospective borrower's home value (including the use of an AVM methodology); (iii) the requirement that the prospective borrower is the primary resident thereof; (iv) any outstanding liens that exist on the prospective borrower's home, including the amount or value thereof; and (v) any other liens, judgments or collections against the prospective borrower personally, including federal tax liens (which may be discovered through the use of a credit report); (c) based on the applicant's reverse mortgage property and credit qualification information, pre-qualify and counsel prospective borrowers regarding potential or possible reverse mortgage loan products and the borrower obligations contained therein; (d) advise the applicant on broker compensation matters and compensation options, and (e) maintain regular contact with the applicant during the period between loan application and loan closing to apprise the applicant of the status of the loan application and the requirements to satisfy any outstanding conditions prior to closing, and to gather additional property, credit, financial and other information, as needed.

(b) To the extent not provided above, Originator will perform the following additional services as requested by Liberty : (a) initiate/order credit reports and requests for mortgage payoff amounts and other loan verifications; (b) initiate/order appraisals of the property proposed as security for the loan (the "Property"); (c) initiate/order inspections or engineering reports, if applicable; (d) provide disclosures (truth-in-lending, good faith estimates, etc.) to the borrowers as required by applicable law or by Liberty ; (e) collect financial information and other related documents that may be required or necessary as part of the loan application process; and (f) participate in the loan closing. After the closing of the transaction, at Liberty's request, Originator will assist Liberty in obtaining all instruments, recorded documents, title policy and other documents that relate to or evidence that the Loan was executed, funded and/or issued at the closing in accordance with Liberty's Guidelines.

(c) It is Originator's responsibility to ensure that (i) Originator and its employees at all times maintain and use complete, up-to-date versions of the FHA guidelines and Liberty's Guidelines, including all Mortgagee Letters, Handbooks, updates, Bulletins, Announcements, Memorandums and product descriptions, when originating HECM loans, (ii) Originator and its employees at all times maintain and use complete, up-to-date versions of Liberty's Guidelines and any applicable investor Guidelines for proprietary reverse mortgage loans, (iii) all of its employees performing origination duties and functions pursuant to this Agreement remain informed and knowledgeable regarding such guidelines and all Liberty's Guidelines, and (iv) all of its employees performing loan origination functions are properly licensed in accordance with applicable state and federal requirements.

(d) Liberty will not deliver to any loan applicant an "adverse action" notice required by Federal Reserve Board Regulation B, 12 C.F.R. §202.9 when Liberty determines that an applicant does not

qualify for a particular loan. Rather, Liberty shall deliver a completed adverse action notice to Originator specifying the reasons Liberty has declined to approve a Loan. Originator shall forward this adverse action notice to the applicant (with a copy to Liberty) no later than thirty (30) days following the date Liberty received a "completed application" (as defined at 12 C.F.R. §202.2) for the prospective loan unless, within the thirty (30) day period, the loan has been approved by the Liberty or another lender. If the Loan Package includes an incomplete loan application as determined by Liberty, Originator shall send a written notice to the applicant no later than thirty (30) days following the date Liberty received the Loan Package, specifying the information needed, designating a reasonable period of time for the applicant to provide the information, and informing the applicant that failure to provide the information requested will result in no further consideration being given to the application.

5.2 Originator Compensation. In consideration for the services performed by the Originator hereunder, Originator may be paid an origination fee by the applicant as agreed between the Originator and the applicant, as set forth in the Guidelines, or Liberty may pay Originator a fee, as set forth in the Guidelines, as allowable under applicable laws or regulations. All fees paid to Originator by applicant and/or Liberty hereunder shall represent the fair market value for such services in the marketplace in which such services are provided. Liberty shall pay these fees to Originator only in connection with Loan Packages submitted by Originator hereunder that result in loans that are closed and funded by Liberty hereunder. Said fees shall be paid at loan closing and shall be fully disclosed in accordance with applicable regulations.

(a) Set-Off. In addition to any rights and remedies of Liberty hereunder and by law, Liberty shall have the right, without notice to Originator, to set-off, appropriate and apply against any obligation from Originator to Liberty any and all compensation, deposits or any other obligation, credits, indebtedness, claims or cash, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by or due from Liberty to or for the credit or the account of Originator. Liberty agrees promptly to notify Originator after any such set-off and application made by Liberty; provided that the failure to give such notice shall not affect the validity of such set-off and application.

(b) Liberty shall at any time have the right, in each case until such time as Liberty determines otherwise, to retain, to suspend payment or performance of, or to decline to remit, any amount or property that Liberty would otherwise be obligated to pay, remit or deliver to Originator hereunder in the event Originator is in default under or noncompliance with the terms and obligations set forth in this Agreement.

5.3 Liberty Responsibilities. Liberty shall be responsible for the following activities:

(a) Taking all commercially reasonable actions (with the cooperation of Originator) as may be prudent for Liberty to become a sponsor of Originator. All costs, expenses and fees associated with Originator becoming sponsored by Liberty, shall be the exclusive responsibility of the Originator;

(b) Underwriting and, for acceptable Loans, promptly closing Loans on Loan Packages that have been approved for funding, which Loans shall be in the name of Liberty or, where appropriate, in the name of Liberty's investors.

(c) Performing such other acts which are reasonably related or necessary to the above-mentioned activities.

(d) Liberty shall have a reasonable time to review and underwrite completed loan applications and Loan Packages for Loans. Once Liberty has completed its review of a loan application and

Loan Package, Liberty will notify Originator whether such proposed Loan will be approved by Liberty, subject to any Closing Conditions. Loans will be closed in Liberty's name and Liberty will fund the Loans.

6. Loan Pricing.

6.1 Pricing Terms. Liberty regularly will notify Originator of Liberty's interest rates and other pricing terms ("Pricing Terms") applicable to Loan Packages that Originator delivers to Liberty hereunder. Originator acknowledges and agrees that such Pricing Terms are subject to change at any time without advance notice. Such pricing shall be binding on Liberty only if a loan applicant has locked in his rate as described in section 6.2 below.

6.2 Interest Rates. Each Loan Package that Originator delivers to Liberty must have the interest rate therein set as specified in the Guidelines. Originator must have correctly followed all Liberty procedures contained in the Guidelines in order for Liberty to honor the pricing terms for each Loan Package submitted to it by Originator.

7. Originator Agreement With Applicants. In connection with each Loan Package to be delivered to Liberty hereunder, Originator must enter into a written disclosure and agreement with the applicant as specified in the Guidelines.

8. Notice Regarding Loan Packages and Status. Originator shall immediately notify Liberty upon learning or having reason to believe that:

(a) Any information contained in a Loan Package previously delivered to Liberty hereunder is not true or correct; or

(b) Any governmental agency that has granted Originator a license, registration, exemption or other approval necessary for Originator to perform under this Agreement has made an adverse finding, or taken an adverse action, with regard to Originator or any of its owners, directors, officers, partners or employees.

8.1 Originator also shall immediately notify Liberty of any change in ownership, financial condition or senior management of Originator.

9. Financial Statements; Licenses; Examinations. During the term of this Agreement, if requested, Originator shall furnish the Liberty with (i) copies of all renewals of its licenses and approvals within thirty (30) days after they are issued by the applicable regulatory authorities; and (ii) copies of its audited financial statements promptly after they become available (in the event that Originator does not obtain an audited financial statement, Originator will furnish Liberty with its internally prepared financial statements which are certified by the Originator's principal officer as having been prepared in accordance with generally accepted accounting principles consistently applied with any exceptions expressly noted). If requested, Originator shall also provide any other information reasonably related to substantiating its continuing eligibility to participate in the loan programs subject to this Agreement as in effect from time to time. Each party acknowledges that each year it must certify to the FHA its current eligibility for approval as a FHA-approved Supervised or Non-Supervised mortgagee and pay the FHA annual fees if originating FHA loans. Each party shall immediately notify the other if it loses its approval by the FHA, if previously approved with FHA.

10. Relationship of Parties.

10.1 Independent. Originator is an independent contractor and shall not represent itself in any manner to be a Liberty, employee, representative, partner or joint venturer of Liberty.

10.2 Non-Exclusivity. Nothing in this Agreement shall be construed to create an exclusive relationship in any market or geographic area between Originator and Liberty. Originator and Liberty mutually acknowledge that either party may provide the same or similar services to other Lenders or Originators, as applicable.

11. Non-Solicitation and Early Payoff.

11.1 Non-Solicitation. With respect to any Loan made by Liberty in connection with a Loan Package delivered by Originator to Liberty hereunder, Originator shall not solicit the related borrower(s) for refinancing of such Loan for two (2) years from date of funding. The Originator may engage in normal course client communications not related to solicitation of refinance. Notwithstanding the foregoing, Originator and Liberty agree that any or all of the following do not constitute solicitations prohibited by this Section 11.1: (a) actions, solicitations or promotions undertaken by Originator, directly or indirectly, which are directed at the general public at large, some or all of Originator's customers or some or all of any of Originator's servicing portfolios (including, without limitation, mass mailings based on commercially acquired mailing lists, newspaper, radio, television and Internet advertisements, and statement messaging and statement "stuffers"); (b) actions, solicitations or promotions undertaken by Originator, directly or indirectly, which do not specifically target such borrowers; and (c) responses by Originator, directly or indirectly, to unsolicited requests or inquires made by any such borrowers.

11.2 Originator must refund to Liberty any and all premiums paid to Originator by Liberty in connection with any Loan delivered to Liberty under this Agreement where any such Loan is refinanced by Originator or any of its agents, contractors, employees or affiliates within two (2) years of the date of Loan closing.

11.3 Early Partial or Full Payment.

(a) With respect to any HECM Loan, Liberty reserves the right to require Originator to rebate to Liberty or Liberty's successors or assigns, a percentage of the premiums paid to Originator for such Loan (the "Premium Rebate") in the event the Mortgagor, during the first twelve (12) months following the related funding date, makes any payment of the then original principal balance of such Loan (hereinafter an "Early Payment") of either: (i) twenty percent (20%) or more of its original principal balance; and/or (ii) ten thousand dollars (\$10,000.00). In such event, the Premium Rebate shall be calculated as the percentage of the original principal balance that is prepaid, multiplied by the premium paid by Liberty to Originator for the subject Loan. If the Early Payment equals or exceeds eighty percent (80%) of the original principal balance, the Premium Rebate shall be one hundred percent (100%) of the purchase premium paid by Liberty to Originator. Originator shall pay the Premium Rebate within ten (10) calendar days of the demand from Liberty. Liberty may, at its sole option, set-off any Premium Rebate against any other amounts due to Originator from Liberty. If Liberty, at its sole discretion, elects to waive or reduce the Premium Rebate at any time, such waiver or reduction shall not be deemed a waiver of Liberty's right to enforce this provision with respect to any other Loan. Notwithstanding the foregoing, Originator shall have no obligation to pay the Premium Rebate to Liberty in the event that an Early Payment is the result of the death of all of the Mortgagors who occupy the Mortgaged Property as their principal dwelling.



- (b) With respect to any non-HECM Loan, where the Mortgagor during the first twelve (12) months following the related funding date makes a full Early Payment, Liberty may require full Premium Rebate from Originator, in addition to the other remedies available to Liberty, and Originator shall return the following amounts to Liberty, as applicable: (x) any lender-paid compensation; (y) any service release premium; and (z) any purchase price premium paid for such loan, as well as reimbursement to Liberty of any fee charged by any investor in connection with the early pre-payment.

12. Protecting Information.

12.1 Proprietary and Confidential Information. Originator acknowledges that certain items and types of confidential and proprietary information (collectively, the "Proprietary Information"), including without limitation this Agreement, the Guidelines, the Pricing Terms, the trade and service marks of Liberty, software and the forms, disclosures and other documents provided to Originator in connection with this Agreement, are owned and controlled by Liberty and constitute valuable assets and trade secrets of Liberty. Originator shall not sell, lease, assign, license, utilize, distribute, publish or duplicate all or any part of the Proprietary Information, whether received in writing or orally, without obtaining Liberty's prior written consent. Originator agrees not to disclose any part of the Proprietary Information to any person or entity except to directors, officers and employees of Originator who are required to have knowledge of such information in the course of Originator's exercise of its rights and obligations under this Agreement. Originator agrees to cooperate with Liberty in enforcing the provisions of this section against any unauthorized use or disclosure of the Proprietary Information by present or former directors, officers or employees of Originator or by others. Upon termination of this Agreement for any reason, Originator agrees promptly to return to Liberty all of the Proprietary Information provided to Originator, to refrain from disclosing any of the Proprietary Information to any persons, and to take all necessary steps to discontinue immediately its use of the Proprietary Information. The obligations of Originator under this section 12.1 shall survive the termination of this Agreement.

12.2 Use of Other's Name. Without the prior written consent of the other, neither party shall use the corporate names, logos, brand names, trademarks, trade names or service marks of the other party or any of the other party's affiliates, or otherwise identify the other party or any of its affiliates, in the party's advertising, marketing or promotional material, publicity releases, communications with the press, proposals to prospective clients, appraisers, or in announcements, customer listings, testimonials, websites and any other material distributed by or on behalf of the other.

12.3 Personal and Private Information. Originator shall comply with all applicable local, state and federal laws, including, without limitation, all privacy and data protection law, rules and regulations that are applicable to any "nonpublic personal information", as that term is defined in Section 509(4) of the Gramm-Leach-Bliley Act (the "GLB Act"), and Originator agrees to maintain such nonpublic personal information that it receives hereunder in accordance with the GLB Act and other applicable federal and state privacy laws. Originator shall implement such physical and other security measures as shall be necessary to (a) ensure the security and confidentiality of the "nonpublic personal information" of the "customers" and "consumers" (as those terms are defined in the GLB Act) of Liberty; (b) protect against any threats or hazards to the security and integrity of such nonpublic personal information, and (c) protect against any unauthorized access to or use of such nonpublic personal information. Originator shall, at a minimum, establish and maintain such data security program as is necessary to meet the objectives of the Standards for Safeguarding Customer Information as set forth in the Code of Federal Regulations at 16 C.F.R. Part 314 (or similar federal banking agency guidelines, if applicable to Liberty). Upon request, Originator will provide evidence reasonably satisfactory to allow Liberty to confirm that Originator has satisfied its obligations as required under this section. Without limitation, this may include Liberty's review of audits, summaries of test results, and other equivalent evaluations of



Originator. Originator shall notify Liberty immediately following discovery of any breach or compromise of the security, confidentiality, or integrity of nonpublic personal information of the customers and consumers of Liberty provided by Originator to Liberty or otherwise. Under no circumstances shall Originator sell, convey, distribute or otherwise transfer any customer information obtained in connection with this Agreement, whether or not such customer information is deemed "nonpublic personal information".

12.4 Personal Information (Massachusetts Only). Liberty and Originator agree that they (i) shall maintain appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of consumers' personal information, including maintaining security measures designed to meet the Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth published in 201 CMR 17.00, and (ii) shall otherwise comply with all applicable laws and regulations regarding the privacy or security of consumers' personal information. For purposes of this section, the term personal information shall have the meaning assigned to it in the Standards for the Protection of Personal Information of Residents of the Commonwealth, 201 CMR 17.00.

13. Representations and Warranties of Parties.

13.1 Representations and Warranties of Originator. Originator represents and warrants to Liberty as follows, as of and from the date of this Agreement, the date of submission of each Loan Package and continuing at all times during the existence hereof:

(a) Originator is duly organized, validly existing and in good standing under the laws of the state of its formation. Originator is duly qualified, licensed and approved to transact business and to conduct the activity contemplated by this Agreement in all states in which such qualification, licensure or approval is required.

(b) Originator has the full power and authority to enter into and consummate all transactions contemplated by this Agreement, has duly authorized the execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation of Originator, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting creditors' rights generally.

(c) The execution, delivery and performance of this Agreement by Originator, its compliance with the terms and conditions hereof, and consummation of the transactions contemplated hereby shall not violate, conflict with, or result in a breach of any provisions of its charter documents, any instrument relating to the conduct of its business, or any other agreement to which it may be a party. There are no judicial or governmental actions, suits, proceedings or investigations pending or threatened against or affecting Originator or its assets that could have a material adverse effect on the ability of Originator to perform its obligations under this Agreement.

(d) In connection with each Loan Package submitted by Originator to Liberty hereunder, all information contained in such Loan Package is accurate and complete and the Loan Package otherwise meets the Guidelines. Originator has no knowledge nor any reason to know of any of the following: (i) fire, windstorm or other casualty damage to the Property; (ii) condemnation proceedings, (iii) detrimental conditions which could reasonably be expected to adversely affect the market value of the Property including, but not limited to, expansive soils, underground mines or storage tanks, soil subsidence, landfills, superfund sites, special study zones, or other similar conditions; (iv) outstanding mechanics' or materialmen's liens which are or may be a lien prior to, or of equal priority with, the lien of the security instrument except those that are affirmatively insured against by the title insurance policy; (v) outstanding oil, gas or other mineral interests now



owned or controlled by the proposed borrower which might jeopardize the security interest in the Property or in any manner diminish the value of the Property; (vi) any circumstance or condition which might indicate that the appraisal is incomplete or inaccurate or that the value of the Property might not be at least the amount reported therein; or (vii) circumstances or conditions with respect to the Property that could reasonably be expected to cause private institutional investors to regard the Loan as an unacceptable investment or adversely affect the value or marketability of the Loan.

13.2 Representations and Warranties of Liberty. Liberty represents and warrants to Originator as follows, as of and from the date of this Agreement, the date of submission of each Loan Package and continuing at all times during the existence hereof:

(a) Liberty is duly organized, validly existing and in good standing under the laws of the state of its formation. Liberty is duly qualified, licensed and approved to transact business and to conduct the activity contemplated by this Agreement in all states in which such qualification, licensure or approval is required.

(b) Liberty has the full power and authority to enter into and consummate all transactions contemplated by this Agreement, has duly authorized the execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation of Liberty enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting creditors' rights generally.

(c) The execution, delivery and performance of this Agreement by Liberty, its compliance with the terms and conditions hereof, and consummation of the transactions contemplated hereby shall not violate, conflict with, or result in a breach of any provisions of its charter documents, any instrument relating to the conduct of its business, or any other agreement to which it may be a party. There are no judicial or governmental actions, suits, proceedings or investigations pending or threatened against or affecting Liberty or its assets that could have a material adverse effect on the ability of Liberty to perform its obligations under this Agreement.

14. Indemnification.

14.1 Indemnification by Originator. Originator acknowledges that certain risks are inherent in services and activities that Originator is providing under this Agreement, and that this Agreement, together with the related compensation to Originator, account for the applicable allocation of risk between the parties, which may be allocated irrespective of fault. Accordingly, Originator shall indemnify and hold Liberty harmless against and in respect of, and shall reimburse Liberty for, any and all claims, damages, liabilities, expenses, carrying costs, penalties, fines, forfeitures, actions, causes of action and judgments (including without limitation attorney's fees), arising out of, resulting from or relating to (a) any misrepresentation made by Originator in this Agreement, (b) any breach of a representation or warranty of Originator, or the non-fulfillment of any covenant, agreement or condition of Originator, contained in this Agreement, including without limitation the failure of Originator to comply with the requirements and guidelines of the Guidelines and applicable federal, state and local laws, ordinances, regulations and rules, (c) the failure of Originator to follow Liberty's procedures, (d) any dispute by an applicant regarding the fee charged by the Originator, (e) any claim by an applicant or borrower resulting from a failure or refusal to fund a loan application package which failure or refusal is related to information obtained from Originator, or based on Originator's conduct, action, inaction or omission, or (f) the suspension or termination of this Agreement by Liberty pursuant to section 16.



(a) In the event it is discovered by Liberty through its own investigation or through a HUD or state regulatory review or audit that fees have been charged to a borrower in excess of those allowed by applicable FHA or state regulations, Originator promptly shall refund such excess fees directly to a borrower or reduce the fees charged at closing and provide evidence to Liberty that such has been done. Originator shall indemnify Liberty for any damages related to any excess charges.

14.2 Indemnification by Liberty. Liberty shall indemnify and hold Originator harmless against and in respect of, and shall reimburse Originator for, any and all claims, damages, liabilities, expenses, carrying costs, penalties, fines, forfeitures, actions, causes of action and judgments (including without limitation attorney's fees), arising out of, resulting from or relating to the non-fulfillment of any covenant, agreement or condition of Liberty, contained in this Agreement.

15. Repurchase.

15.1 Event of Repurchase. In the event that (i) Originator breaches any covenant or requirement set forth in this Agreement or the Guidelines, or (ii) any of the representations or warranties made herein by Originator are found to be false, incorrect or otherwise misleading at the time made or at any time thereafter, or (iii) if due to the fault, actions, or inaction of the Originator, including but not limited to non-compliance with the Guidelines or breach of this Agreement, an investor which purchased a loan from Liberty has demanded or requested repurchase of such loan, or an insurer that has insured a Loan (including the FHA) has denied a claim with respect to such insurance or requested indemnification with respect to a Loan, or such FHA or other mortgage insurance is not obtained or lapses, (iv) the borrower or any other party to the mortgage transaction made a false representation in connection with such transaction, or (v) a loan was originated, processed or otherwise dealt with by Originator, or any other person or entity on behalf of Originator in any manner causing damages to Liberty, unless such damages are the result of any act or omission by Liberty, then Originator, upon receipt of written demand from Liberty, shall repurchase each loan relating thereto in accordance with this section 15 or the Guidelines. Liberty's review of, or failure to review, the Loan Package or any portion of a Loan Package shall not affect Liberty's right to demand repurchase of a loan or any other relief provided by this Agreement.

15.2 Repurchase Price. The repurchase price shall be equal to the sum of: (i) the amount of the premium or other compensation paid by Liberty to Originator in connection with such Loan hereunder, (ii) all costs incurred by Liberty in underwriting, closing, funding, or otherwise related to or associated with the Loan, (iii) the unpaid principal balance of the Loan, (iv) all accrued but unpaid interest thereon at the applicable note rate through the date of repurchase, (v) any unreimbursed advances, costs or expenses made or incurred by Liberty in connection with such Loan, and (vi) if Liberty has sold the loan, all other costs incurred by Liberty in purchasing the Loan from the investor or pool.

15.3 Repurchase Procedure. Within fifteen (15) business days after receipt of written demand for repurchase from Liberty, Originator shall remit the repurchase price, as determined in section 15.2, to the bank account designated by Liberty by wire transfer of immediately available funds. Promptly following receipt by Liberty of such funds, Liberty shall release to Originator all loan documents in Liberty's possession with respect to such repurchased Loan and shall execute and deliver such instruments of transfer or assignment, in each case without recourse, as shall be necessary to vest Originator, or its designee, with title to such repurchased loan.

15.4 Opportunity to Cure. After receiving a written repurchase demand from Liberty as provided in Section 15.1, Originator shall have a period of fifteen (15) days to cure the event giving rise to the repurchase obligation, at its own expense, to the satisfaction of Liberty or the investor, as applicable. This cure period may



be extended by Liberty if it appears to Liberty, in its sole determination, that Originator is working in good faith to cure the subject defects.

16. Term; Termination and Suspension.

16.1 Term. The term of this Agreement shall commence on the date of this Agreement and shall continue until terminated or suspended as provided in this section 16.

16.2 Termination. Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other party subject to section 19. Liberty may terminate this Agreement immediately upon delivery to Originator of notice of termination in the event that:

(a) There is a breach of a representation or warranty of Originator, or the non-fulfillment of any covenant, agreement or condition of Originator, contained in this Agreement or in any document furnished or to be furnished by Originator pursuant to this Agreement or the Guidelines.

(b) Originator makes a misrepresentation in this Agreement, or in connection with any document furnished or to be furnished by Originator pursuant to this Agreement or the Guidelines.

(c) Liberty determines, in its sole discretion, that there was fraud committed in connection with a Loan Package delivered to Liberty hereunder.

(d) Originator, without the prior written consent of Liberty, reorganizes its structure, sells or otherwise disposes all or substantially all of its assets, permits a change in ownership, or changes its senior management.

(e) Any governmental agency that has granted Originator a license, registration, exemption or other approval necessary for Originator to perform under this Agreement terminates, suspends or restricts Originator's approved status or restricts the activities of Originator that are subject to the regulation of such agency.

(f) If any law, ordinance, regulation, rule, court decision, administrative ruling, or other act of a governmental body shall, in the sole judgment of Liberty, render this Agreement (or any parts thereof) illegal or materially change the rights or obligations of Liberty hereunder.

16.3 Effect of Termination. If Liberty terminates this Agreement, then (a) Liberty, in its sole discretion, may (i) accept any Loan Packages that at the time of termination have been delivered by Originator to Liberty pursuant hereto, but have not yet been accepted by Liberty, or (ii) reject any or all Loan Packages that at the time of termination have been delivered by Originator to Liberty pursuant hereto, but not yet accepted by Liberty and return any or all such Loan Packages to Originator without further obligation, and (b) except as otherwise provided in this Agreement, the respective obligations of Originator and Liberty under this Agreement shall cease on the date of termination. Notwithstanding the termination of this Agreement pursuant to section 16.2, the warranties and representations of the parties contained in this Agreement, the respective obligations of each party hereunder to indemnify and hold harmless the other party pursuant to section 14, Originator's obligations under section 11 with regard to non-solicitation and non-competition, section 12 with regard to Proprietary Information and confidential, personal and private information, section 15 with regard to repurchases, and Originator's obligations under section 32 with regard to non-solicitation of Liberty employees shall survive the termination of the Agreement and, except with regard to section 32 which by its terms expires twelve (12) months after the termination hereof, shall remain in full force and effect until



such time as all of the mortgage loans originated by Liberty in connection with Loan Packages delivered to Liberty hereunder have been paid in full, foreclosed or otherwise retired.

16.4 Suspension. Whenever Liberty believes, in its sole discretion, that grounds may exist to terminate this Agreement, then it shall be entitled to suspend operation of this Agreement pending the completion by Liberty of an investigation. Such a suspension shall be effective immediately upon delivery to Originator of notice thereof. Upon completing its investigation, Liberty shall deliver to Originator notice of its intention either to terminate this Agreement or to reinstate operation of this Agreement as of the date set forth in the notice. Upon receiving notice of suspension of this Agreement pursuant to this section 16.4, Originator shall cease delivering Loan Packages to Liberty and Liberty is not required to accept any Loan Packages previously delivered to, but not yet accepted by, Liberty. Throughout any such period of suspension, all warranties and representations of the parties contained in this Agreement, the respective obligation of each party hereunder to indemnify and hold harmless the other party pursuant to section 14, Originator's obligations under section 11 with regard to non-solicitation and non-competition, section 12 with regard to Proprietary Information and confidential, personal and private information, section 15 with regard to repurchases, and Originator's obligations under section 32 with regard to non-solicitation of Liberty employees shall remain in full force and effect.

16.5 No Liability. Except as expressly otherwise provided herein, Liberty shall have no liability to Originator, and in no event shall Liberty have any liability to any other party, in connection with the suspension or termination of this Agreement.

17. Facsimile and E-Mail Communications. By executing this Agreement, Originator agrees to receive communications from Liberty via facsimile, electronic (e-mail) communication, or the Liberty website. This does not obligate Liberty to communicate with Originator via facsimile, e-mail communications, or the Liberty website, and Originator acknowledges that, although e-mail can enhance significantly the ability to transmit information in a more timely and efficient manner, the security of e-mail communications cannot always be assured and there is a potential for e-mail communications to be received, or intercepted, by unintended parties, and Originator accepts and assumes the exposure and liability associated therewith. Any update will constitute an amendment to this Agreement. By executing this Agreement, the Originator acknowledges and agrees to be bound by the terms and conditions of the Program Guidelines and Documents as so amended.

18. Attorney's Fees and Expenses. If any party hereto shall bring suit against the other party as a result of any alleged breach or failure by the other party to fulfill or perform any covenants or obligations under this Agreement, then the prevailing party obtaining judgment in such action shall be entitled to receive from the non-prevailing party, reasonable attorney's fees incurred by reason of such action and all costs of suit and preparation at both trial and appellate levels.

19. Notices. All notices and statements to be given under this Agreement are to be in writing, delivered by hand, facsimile, telegram, overnight express or similar service, or first class United States mail, postage prepaid and registered or certified with return receipt requested, to the following addresses or facsimile numbers, as applicable (which addresses and facsimile numbers may be revised by notice):

Liberty:

PHH Mortgage Corporation dba
Liberty Reverse Mortgage
10951 White Rock Road, Suite 200
Rancho Cordova, California 95670
Attn: General Counsel
Phone: (866) 871-1353



Fax: (866) 375-6139
Email: BrokerReview@LibertyReverse.com

Originator: _____
Address: _____

Telephone Number: _____
Facsimile Number: _____
Email Address: _____
Attention: _____

All notices and statements shall be deemed given, delivered, received and effective upon personal delivery or receipt of facsimile or telegram, one calendar day after sending by overnight express or any similar service or three calendar days after mailing by first class United States mail in the manner set forth above.

20. Entire Agreement; Amendment. This Agreement, and the documents, instruments and agreements to be executed and delivered pursuant to this Agreement, constitute the entire agreement between the parties with respect to the subject of the transactions contemplated hereby and supersede all prior letters or agreements with respect thereto. This Agreement may be amended and any provision hereof waived, but only in writing signed by the party against whom such amendment or waiver is sought to be enforced.

21. Counterparts. This Agreement may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

22. No Waivers; Remedies Cumulative. The waiver of any breach of this Agreement shall not be construed to be a waiver of any other or subsequent breach. All remedies afforded by this Agreement for a breach hereof shall be cumulative; that is, in addition to all other remedies provided for herein or by law or in equity.

23. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and, except as otherwise limited herein, their respective successors and permitted assigns.

24. Assignment. Neither Liberty nor Originator shall assign this Agreement without the prior written consent of the other except that Originator expressly agrees that Liberty may, in its sole discretion, transfer and assign this Agreement to any of its affiliates. This Agreement is not intended to confer on any person other than the parties hereto and their successors and assigns any rights, obligations, remedies or liabilities.

25. No Third Party Origination. Originator agrees that, during the term of this Agreement, Originator shall maintain an experienced, qualified and approved originations staff and shall cause such staff to perform all origination functions to be performed by Originator under this Agreement in compliance with the requirements of this Agreement, applicable HUD/FHA requirements, and all modifications thereto. Originator shall cause the actual originations and processing of Loans to be done only by employees of Originator who are qualified to originate, and have substantial experience originating, such loans. Originator shall not submit to Liberty any application for a Loan that was taken by any third party.

26. Governing Law. THIS AGREEMENT SHALL BE BINDING AND INURE TO THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO OR IN CONNECTION



WITH THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLES. THE PARTIES AGREE TO SUBMIT THEMSELVES TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK, VENUED IN SOUTHERN DISTRICT OF NEW YORK.

27. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES BASED ON ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY, STATUTE OR UNDER ANY OTHER LEGAL OR EQUITABLE PRINCIPLE OR OTHERWISE.

28. Waiver of Jury Trial. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, OR ANY OTHER DOCUMENTS OR INSTRUMENTS EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF THE PARTIES HERETO.

29. Real Estate Settlement Procedures Act. In connection with this Agreement, Originator understands and acknowledges the following with respect to the requirements of the Real Estate Settlement Procedures Act:

(a) Originator acknowledges that all Good Faith Estimates must be issued in accordance with the Real Estate Settlement Procedures Act;

(b) Originator acknowledges that if Liberty, as the mortgage lender, accepts the loan package with the Good Faith Estimate as provided by Originator, and absent changed circumstances as outlined by the Real Estate Settlement Procedures Act, Originator and Liberty, as the mortgage lender, will be bound by the terms and estimates stated to the applicant in the Good Faith Estimate if the applicant accepts the Good Faith Estimate;

(c) Originator acknowledges that if the actual settlement costs and fees associated with the closing of a mortgage loan are out of tolerance at closing, according to the applicable tolerance limitations in place at the time of closing and according to applicable rules and regulations promulgated under the Real Estate Settlement Procedures Act, then Liberty may be responsible under such regulations to correct and cure any such tolerance violations to the borrower within thirty (30) days of the closing date;

(d) Originator further acknowledges that, in consideration of Liberty's responsibility to correct and cure tolerance violations associated with quoted fees on the Good Faith Estimate as described above, Originator shall, at Lender's election and as allowed under applicable law and regulation, either (i) make such tolerance corrections out of proceeds to be received by Originator in connection with the applicable loan, or (ii) Originator shall reimburse Liberty for any such tolerance violations at the closing of each such loan requiring such tolerance cure or upon Liberty's later demand.

30. Release. Except as otherwise specifically provided herein, each party expressly releases the other from any liability in the event either of said parties cannot fulfill any obligation hereunder if such obligation is or becomes illegal under any provisions of local, state or federal laws governing same.

31. Benefit of Parties Only. This Agreement is made for the sole benefit of the parties hereto and of their respective successors and permitted assigns. Except as otherwise expressly provided in this Agreement, nothing herein shall create, or be deemed to create, a relationship between the parties hereto, or either of them, and any third person in the nature of a third party beneficiary, equitable lien or fiduciary relationship.

32. Non-Solicitation of Employees. During the Term of this Agreement and for a period of twelve (12) months after the termination hereof, Originator, on its own behalf or on behalf of any other party, shall not, without Liberty's prior express written consent in each instance, directly or indirectly, employ or engage on any other basis, or offer employment or engagement to, or solicit for employment, or cause or attempt to cause the termination of employment of any of Liberty's present or future employees. Nothing herein shall prohibit or restrict Originator from offering employment to any of Liberty's employees who seek employment through job opportunities made available to the general public.

33. Construction. This Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Agreement.

34. Enforceability. It is the desire and intent of Originator and Liberty that the provisions of this Agreement be enforced to the fullest extent permissible under the law and public policy of each jurisdiction in which enforcement is sought. Accordingly, if any portion of this Agreement is adjudicated to be invalid or unenforceable, then this Agreement shall be deemed amended to delete only such portion of this Agreement in the particular jurisdiction in which such adjudication is made.

35. Survival. All of the representations, warranties, covenants and obligations made herein by the parties hereto shall survive and continue in effect after the termination of the Agreement or the consummation of the transactions contemplated by the Agreement.

36. General Interpretive Principles. For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) The use of the singular form includes the plural, and the use of the plural form includes the singular.

(b) The use of any gender herein shall be deemed to include the other gender.

(c) The captions used in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Agreement or any provision hereof.

(d) The words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular provision.

(e) The term "include" or "including" shall mean without limitation by reason of enumeration.

(f) Each reference to a "section" shall be to the specified section(s) of this Agreement and shall include all subsections of such section(s).

(g) Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned parties has caused this Agreement to be duly executed and delivered by one of its duly authorized officers, all as of the date first above written.

LIBERTY:

PHH Mortgage Corporation dba
Liberty Reverse Mortgage

By: _____

Name: _____

Title: _____

Date: _____

ORIGINATOR:

(Company Legal Name)

By: _____

Name: _____

Title: _____

Date: _____



SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT is made by and between PHH Mortgage Corporation ("PHH" or "Liberty) and _____ ("Originator").
(Company Legal Name)

WHEREAS, Originator desires to license from PHH a certain System (as hereinafter defined) upon the terms hereof; and

WHEREAS, PHH is willing to grant to Originator certain non-exclusive rights in and to the System as specified herein.

NOW, THEREFORE, the parties agree as follows:

1. License. Subject to the terms and conditions of this Agreement, PHH hereby grants to Originator, and Originator accepts from PHH, a non-exclusive license to use the System together with a non-exclusive right to use any upgrades, enhancements, modifications, and improvements to the System, directly or indirectly, but only for purposes of Originator's own business and operations. Originator shall not have the right to sell, transfer, sublicense or distribute in any manner to any person the System, or any portion, component, enhancement or modification thereof, other than to Originator's consolidated group of affiliates.

2. Conditions.

(a) System. The "System" will mean only the current versions of the application programs referred to as the PHH Originator Portal, as they exist on the date of this Agreement, including, but not limited to, (i) all user guides, installation guides, narrative descriptions, file layouts, logic flow diagrams, source and load modules, output reports, test and other data, test programs and other information that are presently used in connection with such application programs and (ii) all trade names, trademarks, service marks and other words or symbols that are presently used to identify such application programs (the "Marks"). The "System" will include any upgrades, enhancements, modifications, and improvements to the System, that PHH may develop, directly or indirectly, after the date of this Agreement, if any (the "Developments") but only prior to the date of termination hereof.

(b) DISCLAIMER OF IMPLIED WARRANTIES. THE SYSTEM IS PROVIDED "AS IS," WITH ALL FAULTS AND DEFECTS, AND PHH MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SYSTEM. PHH DISCLAIMS, AND USER WAIVES AND RELEASES ITS RIGHTS UNDER, ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY BUG, ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCONFORMITY IN THE SYSTEM, INCLUDING, BUT NOT LIMITED TO, ANY: (A) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; OR (C) CLAIM OF INFRINGEMENT. USER ASSUMES TOTAL RESPONSIBILITY FOR THE SELECTION OF THE SYSTEM TO ACHIEVE USER'S INTENDED RESULTS AND FOR THE USE AND RESULTS OBTAINED FROM THE SYSTEM, INCLUDING, BUT

NOT LIMITED TO, THE FINANCIAL CALCULATIONS, LEGAL DOCUMENTS, DISCLOSURES AND RELATED FORMS AND AGREEMENTS RENDERED BY THE SYSTEM. USER UNDERSTANDS AND ACKNOWLEDGES THAT: (A) PHH IS NOT A LICENSED ATTORNEY AND THUS MAY NOT RENDER LEGAL ADVICE; AND (B) USER SHOULD SEEK INDEPENDENT COUNSEL TO ENSURE THAT THE LEGAL DOCUMENTS, DISCLOSURES AND RELATED FORMS AND AGREEMENTS RENDERED BY THE SYSTEM COMPLY WITH APPLICABLE LAW. USER ASSUMES TOTAL RESPONSIBILITY FOR THE USER DATA, REGARDLESS OF WHO INPUTS SUCH DATA INTO THE SYSTEM. PHH SHALL BE ENTITLED TO RELY ON THE USER DATA WITHOUT HAVING TO REVIEW SUCH DATA FOR ACCURACY OR COMPLETENESS. USER ACKNOWLEDGES THAT PHH'S LACK OF REVIEW SHALL NOT RESULT IN A WAIVER OF OR IMPAIR THE RIGHTS OF PHH UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES.

(c) Maintenance and Support. PHH will have no obligation, express or implied, to Originator to (i) update, revise or otherwise maintain the System or (ii) provide any such person with diagnostic, corrective or other support services in connection with its use, modification, licensing, marketing, maintenance or support of the System, except as expressly provided herein.

(d) Marks. PHH will have no obligation, express or implied, to register, maintain or renew the registration of any Mark.

(e) Non-Exclusivity. PHH may license, sublicense or otherwise market the System, directly or indirectly, to any person without restriction. Originator has only a limited, non-exclusive license under this Agreement.

(f) Originator agrees that they will only use the System in the origination of loans that are delivered to PHH.

3. Confidentiality. Originator hereby agrees to maintain the confidentiality of the System and not disclose same to any other party for use, review, evaluation or for any other purpose. Originator agrees that the System is propriety to PHH and disclosure or distribution thereof would result in substantial damages to PHH.

3.1 Personal and Private Information. Originator acknowledges that, through use of the System, it may obtain access to personal and private customer information. Originator shall comply with all applicable local, state and federal laws, including, without limitation, all privacy and data protection law, rules and regulations that are applicable to any PHH Confidential Information that contains "nonpublic personal information", as that term is defined in Section 509(4) of the Gramm-Leach-Bliley Act (the "GLB Act"), and Originator agrees to maintain such nonpublic personal information that it receives hereunder in accordance with the GLB Act and other applicable federal and state privacy laws. Originator shall implement such physical and other security measures as shall be necessary to (a) ensure the security and confidentiality of the "nonpublic personal information" of the "customers" and "consumers" (as those terms are defined in the GLB Act) of PHH; (b) protect against any threats or hazards to the security and integrity of such nonpublic personal information, and (c) protect against any unauthorized access to or use of such nonpublic personal information. Originator shall, at a minimum, establish and maintain such data security program as is necessary to meet the objectives of the Standards for Safeguarding Customer Information as set forth in the Code of Federal Regulations at 16 C.F.R. Part 314 (or similar federal banking agency guidelines, if applicable to PHH). Upon request, Originator will provide evidence reasonably satisfactory to allow PHH to confirm that Originator has satisfied its obligations as required under this section. Without limitation, this may include PHH's review of audits, summaries of test results, and other equivalent evaluations of Originator. Originator shall notify PHH immediately following discovery of any breach or compromise of the security, confidentiality, or integrity of nonpublic personal information of the customers and consumers of PHH



provided by Originator to PHH or otherwise. Under no circumstances shall Originator sell, convey, distribute or otherwise transfer any customer information obtained in connection with this Agreement, whether or not such customer information is deemed "nonpublic personal information".

- 4. **Indemnity.** Originator will indemnify PHH against all claims, damages, losses, liabilities and expenses (including reasonable attorneys' fees) that PHH may incur or to which it may be subject if Originator uses, distributes or discloses the System in a manner that exceeds the scope of the license contemplated hereunder or Originator breaches or violates any representation, warranty or obligation under this Agreement.
- 5. **Assignment.** No party may assign this Agreement or any of its rights or obligations hereunder without the prior written approval of the other parties. Any purported assignment without such approval will be null and void.
- 6. **Waiver; Amendment.** Any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought.
- 7. **Term.** The license granted under this Agreement shall be perpetual and continue in full force and effect. Provided, however, that PHH shall have the right to terminate this Agreement immediately upon the discovery of the unauthorized use of the license granted hereunder by Originator. In such event, Originator shall return the System and components thereof immediately.

The license granted hereunder to Developments to the System shall be applicable only to those Developments made, applied and incorporated into the System prior to the termination date hereof.

- 8. **Governing Law.** Both PHH and Originator agree that this Agreement shall be governed by, as applicable, federal law and the law of the State of New York, without giving effect to the choice of law principles of the State of New York. The parties agree to submit themselves to the jurisdiction of the courts of the State of New York, venued in Southern District of New York.
- 9. **Entire Agreement.** This Agreement and its Exhibits constitute the complete and entire statement of all terms, conditions and representations of the agreement between the parties with respect to its subject matter.

IN WITNESS WHEREOF, each of the undersigned parties has caused this Agreement to be duly executed and delivered by one of its duly authorized officers, all as of the date first above written.

PHH:

PHH Mortgage Corporation

By: _____
Name: _____
Title: _____
Date: _____

ORIGINATOR:

(Company Legal Name)

By: _____
Name: _____
Title: _____
Date: _____



FHA PRINCIPAL and AUTHORIZED AGENT AGREEMENT

(FHA-Insured Home Equity Conversion Mortgage Loans)

This FHA Principal and Authorized Agent Agreement (“Agreement”) is dated as of _____,
by and between PHH Mortgage Corporation (referred to as “Agent” in this Agreement),
and _____ (referred to as
(Company Legal Name)

“Principal” in this Agreement). Agent and Principal are referred to in this Agreement, collectively, as the parties.

RECITALS

WHEREAS Principal is in the business, among other things, of originating home equity conversion mortgages loans (“Loans”) to be insured by the Federal Housing Administration (“FHA”);

WHEREAS Principal wishes to be able to offer Loans to its customers;

WHEREAS Agent is in the business of originating Loans to be insured by the FHA;

and,

WHEREAS Agent specializes in originating and underwriting Loans.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises made herein, and other good and valuable consideration, Agent and Principal hereby agree as follows:

AGREEMENT

- Effective Date; Term.** This Agreement shall be effective, following its due execution by each of Principal and Agent, upon Agent notifying Principal that Agent has registered electronically as Agent of Principal upon the books and records of the FHA. This Agreement shall remain in full force and effect until it is terminated by either of the Parties under Section 17 of the Agreement.
- FHA Mortgagee Approval.** Principal and Agent both are, and shall remain so throughout the term, properly licensed in each state, or exempt, in which they conduct mortgage business, and Agent is a Non-Supervised FHA-approved mortgagee, and Principal is a Supervised or Non-Supervised FHA-approved mortgagee, as applicable, each in good standing with the FHA. Agent is and shall maintain its unconditional “Direct Endorsement” authority approval in good standing with the FHA. Principal shall maintain its approval as Mortgagee, and also may have and maintain such “Direct Endorsement” authority.

3. **FHA Jurisdictional Approval.** Principal is and shall remain so throughout the term of this Agreement, duly approved by the FHA to originate Loans in each and every locality in which the collateral securing such Loans is located.
4. **Loans Rejected by Principal.** Principal shall not submit to Agent any loan application for a Loan, which was simultaneously submitted to another lender or was previously rejected by the Principal or another Supervised or Non-Supervised FHA-approved mortgagee, as being ineligible for FHA insurance.
5. **Further Assurances.** Loans subject to this Agreement will be insured by the FHA and closed in the name of the Principal. Each party agrees to execute and deliver such instruments and take such actions as the other party may, from time to time, reasonably request, in order to effectuate the purposes and to carry out the terms of this Agreement. Without limitation of the foregoing, Principal agrees to do all things and to execute or otherwise obtain for Agent all additional documentation necessary for Agent to properly complete the approval or funding of any Loans.
6. **Non-Assignability.** Neither party may assign this Agreement. Any attempted assignment shall be void. No loan application for any Loan may be submitted to Agent for which loan applications were solicited or processed by any entity or any employee of any entity other than the Principal. Agent will underwrite applications for Loans that Principal sends to it and will not assign or contract out such underwriting.
7. **Confidentiality.** The parties agree that the terms and conditions of this Agreement, Agent's Guidelines and any advice or agreement to fund or close any Loans hereunder shall be kept confidential and their contents shall not be divulged to any party without the other's consent except to the extent that it is necessary for either party to disclose any such information in accordance with applicable law or in working with legal counsel, auditors, taxing authorities or other governmental agencies.
8. **No Third Party Originations.** Principal agrees that, during the term of this Agreement, Principal shall maintain an experienced, qualified and approved originations staff and shall cause such staff to perform all origination functions to be performed by Principal under this Agreement in compliance with the requirements of this Agreement, HUD/FHA requirements, and all modifications thereto. Principal shall cause the actual originations and processing of Loans to be done only by employees of Principal who are qualified to originate, and have substantial experience originating, such loans. Principal shall not submit to Agent any loan application for Loans that was taken by any third party, including any such loan application taken by any Authorized Principal or Sponsored Loan Correspondent of the Principal.
9. **Non-Exclusive Agreement.** Nothing in this Agreement shall be construed to create an exclusive relationship in any market or geographic area between Principal and Agent. Principal acknowledges that Agent may provide the same or similar services to other Principal Mortgagees.
10. **Origination and Submission of Loan Applications.** Principal may from time to time compile application information from prospective borrowers for Loans and submit to Agent a completed, original loan application package for a Loan together with such related materials required to process and underwrite the Loan. In the event any form is incomplete or Agent requires



additional information to evaluate the loan application, Agent will notify Principal in a timely manner and Principal will use its best efforts to assist in obtaining such additional material. The Agent shall underwrite, provide loan documents and fund the Loans.

11. Principal's Responsibilities. In addition to advising prospective borrowers for Loans regarding the necessity for counseling prior to making any application for a Loan, and obtaining a counseling certificate from such prospective borrowers, Principal will initiate, complete and obtain a loan application, and perform the following services in connection with each Loan: (a) educate the applicant (in a face-to-face meeting, where required) in the reverse mortgage financing process and the different types of reverse mortgages and other credit products available; (b) analyze prospective borrowers' reverse mortgage credit qualification information, including (i) the assessment of the prospective borrower's age (using reasonable means to identify the prospective borrower and his or her age), (ii) the prospective borrower's home value (including the use of an AVM methodology) and (iii) that the prospective borrower is the primary resident thereof, and (iv) ascertaining any outstanding liens that exist on the prospective borrower's home, including the amount or value thereof, and (v) any other liens against the prospective borrower personally, including federal tax liens (which may be discovered through the use of a credit report); (c) based on the applicant's reverse mortgage credit qualification information, pre-qualify and counsel prospective borrowers regarding potential or possible reverse mortgage loans; and (d) maintain regular contact with the applicant during the period between loan application and closing to apprise the applicant of the status of the loan application and the requirements to satisfy any outstanding conditions prior to closing, and to gather additional credit, financial and other information, as needed.

To the extent not provided above, Principal will perform the following additional services as requested by Agent: (a) initiate/order credit reports and requests for mortgage and other loan verifications; (b) initiate/order appraisals of the property proposed as security for the loan (the "Property"); (c) initiate/order inspections or engineering reports, if applicable; (d) provide disclosures (truth-in-lending, good faith estimates, etc.) to the borrowers as required by applicable law or by Principal; (e) collect financial information and other related documents that may be required or necessary as part of the loan application process; and (f) participate in the loan closing. Agent shall review the accuracy and completeness of all information provided by loan borrowers, and shall at all times maintain the integrity of Agent's loan application and processing operations.

It is Principal's responsibility to ensure that (i) Principal and its employees at all times maintain and use complete, up-to-date versions of the FHA guidelines and Agent's Guidelines, including all Mortgagee Letters, Handbooks, updates, Bulletins, Announcements, Memorandums and product descriptions, and (ii) all of its employees performing origination duties and functions pursuant to this Agreement remain informed and knowledgeable regarding such guidelines and all Agent's Guidelines.

12. Agent's Underwriting Responsibilities. Agent shall make loan application approval decisions regarding Loans, and the Agent will make the underwriting determination in connection with Loans regardless of Principal having a "FHA Direct Endorsement" approval status. If Agent determines that the application does not qualify as a Loan, Agent will return the loan application package to the Principal. Principal shall ensure that each loan application is completed within a reasonable time.

13. Closing and Funding of Loan Transactions; Principal Compensation; Ownership of Loans. Agent shall have a reasonable time to review and underwrite completed loan application packages for Loans. Once Agent has completed its review of a loan application package, Agent will notify Principal whether such proposed Loan should be approved, subject to any Closing Conditions. Loans will be closed in Agent's name and Agent will fund the Loans. Principal will be paid part or all of the Origination Fee in connection with closed Loans, as agreed between Principal and Agent with respect to each Loan or a class of Loans, pursuant to the Third Party Originator Agreement entered into between the parties. Principal will not contract for, charge or assess any other fees directly to borrowers in connection with Loans. Principal hereby assigns to Agent each Loan, and shall provide an assignment of mortgage to Agent in connection with each such closed Loan. Agent will own loan application packages transferred to it by Principal under and pursuant to this Agreement, and Agent shall own the Loans originated and closed under this Agreement, and shall have the power and may deal with such Loans as it sees fit, without notification or further compensation to Principal.

All Loans will be closed and funded within the time limits specified in Agent's Guidelines. Prior to the closing of any Loans, and if available and allowable in the jurisdiction where the Property is located, the title insurance company issuing the mortgagee's title insurance policy required under the terms of Agent's Guidelines shall have delivered an "Insured Closing Protection Letter" (or similar instrument) naming the Agent as insured or covered party with respect to the settlement of such a loan. As used herein, an "Insured Closing Protection Letter" shall mean, in all states except New York and Texas, the ALTA (or similar) form of insured closing protection letter; in Texas the term shall mean the form of insured closing service letter prescribed by the Texas State Board of Insurance. In New York, such term shall mean closing protection and/or principal authorization letters issued by a title insurance company making such title insurance company liable for acts of its title principal that are within the scope of the title principal's authority while acting on the title insurer's behalf.

14. Loan Documents. All loan documents and other documents related to the closing of Loans shall be prepared by Agent and will identify Agent as lender or payee on the note, and as a secured party in the security instrument. After the closing of the transaction, at Agent's request, Principal will assist Agent in obtaining all instruments, recorded documents, title policy and other documents that relate to or evidence that the Loan was executed and/or issued at the closing in accordance with Agent's Guidelines.

15. Representations and Warranties of the Parties. Agent makes the following representations and warranties, and such shall continue until the termination of this Agreement:

- a. Agent is a duly organized and validly existing entity, is in good standing under the laws of the state of its organization, and is authorized to transact business in all states in which it transacts business. Agent possesses all necessary licenses and permits from all applicable federal, state, and local authorities to engage in the activities contemplated by this Agreement, and Agent is in compliance with all laws, rules, or regulations relating to licensing, qualification, or approval to originate loans as contemplated by this Agreement. This Agreement has been duly authorized and executed by Agent and is, or upon delivery will be, a legal, valid and binding obligation of Agent enforceable in accordance with its terms. The execution, delivery, and performance of this Agreement by Agent will not violate Agent's articles of incorporation, bylaws, any instruments related to the conduct of Agent's business, or any other Agreement or instrument to which Agent is a party. Neither Agent nor any of its agents know of any suit, action, legal or



administrative or other proceeding pending or threatened against Agent which would materially effect its ability to execute, deliver, or perform its obligations under this Agreement.

16. Representations and Warranties of the Principal. Principal makes the following representations and warranties, and such shall be continuing until the termination of this Agreement:

- a. Principal is a duly organized and validly existing entity, is in good standing under the laws of the state of its organization, and is authorized to transact business in all states in which it transacts business. Principal possesses all necessary licenses and permits from all applicable federal, state, and local authorities to engage in the activities contemplated by this Agreement, and Principal is in compliance with all laws, rules, or regulations relating to licensing, qualification, or approval to originate loans as contemplated by this Agreement. This Agreement has been duly authorized and executed by Principal and is, or upon delivery will be, a legal, valid and binding obligation of Principal enforceable in accordance with its terms. The execution, delivery, and performance of this Agreement by Principal will not violate Principal's articles of incorporation, bylaws, any instruments related to the conduct of Principal's business, or any other Agreement or instrument to which Principal is a party. Neither Principal nor any of its agents or employees know of any suit, action, legal or administrative or other proceeding pending or threatened against Principal which would materially effect its ability to execute, deliver, or perform its obligations under this Agreement.
- b. Principal has complied with all terms, conditions and requirements of Agent's Guidelines and this Agreement, and with all applicable federal, state and local laws relating to the loan application and origination process for Loans.
- c. Principal agrees to perform all loan processing functions in connection with Loans under this Agreement with the same care and diligence as an experienced prudent lender performing such duties in the industry with respect to similar mortgage loan products, and in any event with no less care and diligence than if it were originating Loans for its own account.
- d. None of the information or documentation contained in any loan application submitted by Principal to Agent, and none of the representations made by Principal to Agent related to any loan application for Loans submitted by Principal, will contain any untrue information, statement, or representation or omit to state a fact necessary in order to make such information, statement or representation not misleading.
- e. Principal has no knowledge nor any reason to know of any of the following: (i) fire, windstorm or other casualty damage to the Property; (ii) condemnation proceedings, (iii) detrimental conditions which could reasonably be expected to adversely affect the market value of the Property including, but not limited to, expansive soils, underground mines or storage tanks, soil subsidence, landfills, superfund sites, special study zones, or other similar conditions; (iv) outstanding mechanics' or materialmen's liens which are or may be a lien prior to, or of equal priority with, the lien of the security instrument except those that are affirmatively insured against by the title insurance policy; (v) outstanding oil, gas or other mineral interests now owned or controlled by the proposed borrower which might jeopardize the security interest in the Property or in any manner



diminish the value of the Property; (vi) any circumstance or condition which might indicate that the appraisal is incomplete or inaccurate or that the value of the Property might not be at least the amount reported therein; or (vii) circumstances or conditions with respect to the Property that could reasonably be expected to cause private institutional investors to regard the Loan as an unacceptable investment or adversely affect the value or marketability of the Loan.

17. Termination of Agreement. Either party may terminate this Agreement with or without cause. Agent may terminate Principal's authority to serve as an Authorized Principal of Agent upon thirty (30) days prior written notice to Principal. Principal may terminate its status as an Authorized Principal of Agent upon thirty (30) days prior written notice to Agent. Further, this Agreement shall immediately terminate without notice upon HUD's withdrawal or revocation of either party's FHA approved Supervised or Non-Supervised mortgagee status or Direct Endorsement authority. All obligations or liability of either party to the other hereunder shall survive termination of this Agreement.

18. Change of Ownership, Financial Condition or Senior Management. Either party will promptly advise the other of any material adverse change in its business or financial condition, or any change in its ownership or senior management. Either party also shall inform the other in writing of any change in status of any required license and of any pending, threatened or final judicial, administrative or regulatory action or order which may impact the status of a required license or its eligibility under this program.

19. Compensation. Principal may be compensated for processing Loans pursuant to paragraph 13 of this Agreement.

20. Indemnification. Principal shall indemnify and hold Agent, its successors and assigns, and their respective officers, directors, employees, shareholders, members, principals, contractors, affiliates and subsidiaries (collectively, the "Agent Indemnitees") harmless from and against, and shall reimburse Agent Indemnitees with respect to, any and all claims, demands, losses, damages, interest, penalties, fines, forfeitures, judgments and expenses (including, without limitation, reasonable fees and disbursements of counsel, and court costs) (any of the foregoing hereinafter referred to as a "Claim"), resulting from, relating to or arising out of, whether the result of negligent or intentional conduct or otherwise: (i) any breach of any representation or warranty made by Principal pursuant to this Agreement or Agent's Guidelines; (ii) any breach or failure to perform any covenant or obligation of Principal in this Agreement, the Wholesale Agreement or Agent's Guidelines; or (iii) any claim by a borrower resulting from a failure or refusal to fund a loan application package which failure or refusal is related to information obtained from Principal or Principal's conduct.

In the event it is discovered by Agent through its own investigation or through a HUD review or audit that fees have been charged to a borrower in excess of those allowed by the FHA or state regulations, Principal promptly shall refund such excess fees directly to a borrower or reduce the fees charged at closing and provide evidence to Agent that such has been done. Principal shall indemnify Agent for any damages related to any excess charges.

Agent shall indemnify and hold Principal harmless against and in respect of, and shall reimburse Principal for, any and all claims, damages, liabilities, expenses, carrying costs, penalties, fines, forfeitures, actions, causes of action and judgments (including without limitation attorney's fees),

arising out of, resulting from or relating to the non fulfillment of any covenant, agreement or condition of Agent, contained in this Agreement.

- 21. Rights to Obtain Certain Information.** During the term of this Agreement, if requested each party shall furnish the other with (i) copies of all renewals of its licenses and approvals within thirty (30) days after they are issued by the applicable regulatory authorities; and (ii) copies of its audited financial statements promptly after they become available (in the event a party does not obtain an audited financial statement, such party will furnish the other with its internally prepared financial statements which are certified by the party's chief financial officer as having been prepared in accordance with generally accepted accounting principles consistently applied with any exceptions expressly noted). If requested, each party shall also provide any other information reasonably related to substantiating its continuing eligibility to participate in the loan programs subject to this Agreement as in effect from time to time. Each party acknowledges that each year it must certify to the FHA its current eligibility for approval as a FHA-approved Supervised or Non-Supervised mortgagee and pay the FHA annual fees, as applicable. Each party shall immediately notify the other if it loses its approval by the FHA.
- 22. Adverse Action Notices.** Agent will not deliver to any loan applicant an "adverse action" notice required by Federal Reserve Board Regulation B, 12 C.F.R. §202.9 when Agent determines that an applicant does not qualify for a particular loan. Rather, Agent shall deliver a completed adverse action notice to Principal specifying the reasons Agent has declined to approve a Loan. Principal shall forward this adverse action notice to the applicant (with a copy to Agent) no later than thirty (30) days following the date Agent received a "completed application" (as defined at 12 C.F.R. §202.2) for the prospective loan unless, within the thirty (30) day period, the loan has been approved by the Agent or another lender.
- 23. Power of Attorney.** Principal does hereby make, constitute and appoint Agent and any of its properly designated officers, or employees as the true and lawful attorneys of Principal with power to sign the name of Principal on documents or instruments that are necessary in order to effectuate the terms and provisions of this Agreement, including, but not limited to, any assignments and/or endorsements of loan documents pertaining to any Loan funded under this Agreement. Agent is only an agent of Principal as specified under his section for the purposes of this Agreement, and no other purpose.
- 24. Appointment of Trustee.** If loan documents are prepared by Principal, the appointment of trustees under any trust deeds or deeds of trust shall be subject to the approval of Agent.
- 25. Use of Other's Name.** Without the prior written consent of the other, neither party shall use the corporate names, logos, brand names, trademarks, trade names or service marks of the other party or any of the other party's affiliates, or otherwise identify the other party or any of its affiliates, in the party's advertising, marketing or promotional material, publicity releases, communications with the press, proposals to prospective clients, appraisers, or in announcements, customer listings, testimonials, websites and any other material distributed by or on behalf of the other.
- 26. Real Estate Settlement Procedures Act.** In connection with this Agreement, Principal understands and acknowledges the following with respect to the requirements of the Real Estate Settlement Procedures Act:
- (a) Principal acknowledges that all Good Faith Estimates must be issued in accordance with the Real Estate Settlement Procedures Act;

- (b) Principal acknowledges that if Agent, as the mortgage lender, accepts the loan package with the Good Faith Estimate as provided by Principal, and absent changed circumstances as outlined by the Real Estate Settlement Procedures Act, Principal and Agent, as the mortgage lender, will be bound by the terms and estimates stated to the applicant in the Good Faith Estimate if the applicant accepts the Good Faith Estimate;
- (c) Principal acknowledges that if the actual settlement costs and fees associated with the closing of a mortgage loan are out of tolerance at closing, according to the applicable tolerance limitations in place at the time of closing and according to applicable rules and regulations promulgated under the Real Estate Settlement Procedures Act, then Agent may be responsible under such regulations to correct and cure any such tolerance violations to the borrower within thirty (30) days of the closing date;
- (d) Principal further acknowledges that, in consideration of Agent's responsibility to correct and cure tolerance violations associated with quoted fees on the Good Faith Estimate as described above, Principal shall, at Lender's election, either (i) make such tolerance corrections out of proceeds to be received by Principal in connection with the applicable loan, or (ii) Principal shall reimburse Agent for any such tolerance violations at the closing of each such loan requiring such tolerance cure or upon Agent's later demand.

27. Miscellaneous.

- a. **Notices.** Any notice or demand which is required or permitted to be given by any party under this Agreement shall deem to have been given if either (i) personally served, or (ii) sent by prepaid, certified mail, addressed to the party at its address set forth below; or (iii) in such other manner as the parties may agree in writing:

If to AGENT:

PHH Mortgage Corporation
 10951 White Rock Road, Suite 200
 Rancho Cordova, CA 95670
 Attention: Broker Review

With a copy to:

PHH Mortgage Corporation
 1661 Worthington Road, Suite 100
 West Palm Beach, FL 33409
 Attn: General Counsel

If to PRINCIPAL:

Attention: _____

Each party may change its address for notices by providing written notice thereof to the other party.



- b. **Entire Agreement/Amendment.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No modification or amendment of this Agreement shall be binding unless executed in writing by all the parties hereto.
- c. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.
- d. **Waivers/Non-Cumulative Remedies.** Failure or delay on the part of either party to exercise any right provided for herein shall not at as a waiver of any right hereunder, nor shall any single or partial exercise of any right of any party preclude any other or further exercise thereof. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, or shall constitute a continuing waiver, unless such waiver is in writing and executed by the party making the waiver. All the remedies provided herein are deemed cumulative and nonexclusive.
- e. **Survival.** All of the representations, warranties, covenants and obligations made herein by the parties hereto shall survive and continue in effect after the termination of the Agreement of the consummation of the transactions contemplated by the Agreement.
- f. **Governing Law; Jurisdiction.** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT PREEMPTED BY FEDERAL LAW. PRINCIPAL CONSENTS TO THE NON-EXCLUSIVE JURISDICTION AND VENUE OF THE STATE COURTS OF NEW YORK AND THE FEDERAL COURTS AS TO ANY DISPUTE CONCERNING THIS AGREEMENT.
- g. **Attorneys' Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or in connection with any dispute related thereto, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in such proceeding, in addition to any other relief to which such party may be entitled.
- h. **Dispute Resolution.** Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, shall be finally resolved by arbitration by three arbitrators in accordance with the CPR International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. Arbitration proceedings shall take place in the city of the responding party's location. Except as may be required by law, neither party nor any arbitrator may disclose the existence, content, status or results of any arbitration hereunder without the prior written consent of both parties. The procedures specified in this section shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement; provided, however, that a party may file a complaint to seek a preliminary injunction or other provisional judicial relief to protect such party's intellectual property rights, confidential Information, or customer Information. Despite such action



the parties will continue to participate in good faith in the procedures specified in this section. Each party will bear their own expenses for any actions arising under this Section.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date indicated above.

AGREED:

PHH Mortgage Corporation, AGENT

By: _____ Date: _____

Printed Name: _____

Title: _____

_____, PRINCIPAL
(Company Legal Name)

By: _____ Date: _____

Printed Name: _____

Title: _____



Code of Ethics Certification Form

Included in this package are the following documents from the National Reverse Mortgage Lenders Association (NRMLA). Please review all documents including:

- Code of Ethics & Professional Responsibility
- Ethics Advisory 2013-02: Full Draw HECM Loan Repayment Considerations
- Ethics Advisory 2013-1: Ethical Product Offerings
- Ethics Advisory 2012-1: Ethical Advertising Practice Requirements
- Ethics Advisory 2011-2: Ethical Refinancing of Reverse Mortgage Loans
- Ethics Advisory 2011-1: Wholesale Lenders, TPOs and Ethical Advertising
- Ethics Advisory 2010-2: Additional Ethical Advertising Practice Requirements
- Ethics Advisory 2010-1: Ethical HECM to HECM Refinancing and Anti-Churning Practices
- Ethics Advisory 2009-2: Lead Generation State Licensing Requirements and Ethical Advertising
- Ethics Advisory 2009-01: Ethical Offers of Other Financial and Insurance Products and Services
- Ethics Advisory 2008-01: Ethical Advertising

By signing below, the Applicant agrees to conduct its business according to the Code of Ethics & Professional Responsibility set forth by the NRMLA, regardless of membership status with NRMLA. The complete text can be found at <http://nrmlaonline.org/nrmla/ethics/conduct.aspx>

Additionally, Applicant agrees not to use PHH Mortgage Corporation or any other PHH name in any advertising material, including but not limited to advertising or websites, without the express written consent from PHH.

Signature of Authorized Signer

Date

Printed Name

Title

Regulation Z/Loan Originator Compensation Certification Form

By signing below, you certify that you have read and that your company, all employees and contractors are in compliance with the loan originator compensation rules set forth in the Truth in Lending Act, Regulation Z, effective January 10, 2014. The complete text can be found at:

<http://www.ecfr.gov/cgi-bin/text-idx?SID=51007180b1754c94cba144c16ea835b1&node=12:9.0.1.1.1.5.1.6&rgn=div8>

Specifically, please certify that on behalf of your company you agree to the following in connection with fixed rate (closed-end) reverse mortgage loans:

- Your company, all employees and contractors will adhere to the new rule, including compensating loan originators in accordance with the new rule as referenced below.
 - (A) if any loan originator receives compensation directly from a consumer in a consumer credit transaction secured by a dwelling:
 - (1) No loan originator shall receive compensation, directly or indirectly, from any person other than the consumer in connection with the transaction; and
 - (2) No person who knows or has reason to know of the consumer-paid compensation to the loan originator (other than the consumer) shall pay any compensation to a loan originator, directly or indirectly, in connection with the transaction.
- Your company, all employees and contractors will comply with the anti-steering prohibition by ensuring all applicants have been presented with loan options from a significant number of creditors with which your company regularly does business, that include the product which offers the lowest interest rate and the product that offers the lowest total origination points or fees.
- Your company, all employees and contractors will adhere to the prohibition against receiving compensation based on loan terms or conditions, except loan amount.

Signature of Authorized Signer

Date

Printed Name

Title

CORPORATE RESOLUTION

OF

("Broker")

(Company Legal Name)

RESOLVED, this ____ day of _____, 20____, Broker hereby approves, ratifies, confirms and adopts the terms and conditions of the Wholesale Agreement (such agreement, together with any amendments thereto, being referred to herein as the "Agreement") relating to the origination of reverse mortgages, between PHH Mortgage Corporation ("PHH" or "Liberty") and Broker in substantially the form presented to this Board for review at this meeting:

FURTHER RESOLVED, that any of the following persons:

_____ Name	_____ Signature
_____ Name	_____ Signature
_____ Name	_____ Signature

(each, an "Authorized Officer") be, and they hereby are, authorized to execute and deliver, on behalf of Broker, the Agreement and any further amendments, as deemed necessary or appropriate by any such Authorized Officer, to the Agreement.

FURTHER RESOLVED, that Broker authorized, ratified and confirms (i) origination of Reverse Mortgage Loans (as defined in the Agreement) in accordance with the provisions of the Agreement and (ii) the performance of the obligations, covenants and agreements of Broker as set forth in or contemplated by the Agreement.

FURTHER RESOLVED, that any Authorized Officer be, and each of them hereby is, authorized, jointly and severally, to take any and all action and execute and deliver any and all documents in the name and on behalf of Broker as may be deemed necessary or appropriate by any such Authorized Officer to carry out the purposes and intent of the foregoing resolutions and to perform the obligations of the Broker under the Agreement.

FURTHER RESOLVED, that all actions heretofore taken by the officers of Broker, in its name and on its behalf, in connection with any of the foregoing matters are hereby in all respects ratified, confirmed and approved by the Board of Directors of Broker.

FURTHER RESOLVED, that Broker is authorized to enter into similar documentation with PHH for subsequent mortgage purchase programs of a similar nature as the Authorized Officers, or any of them, may deem, in their discretion, to be consistent with the terms and powers conferred under the foregoing resolutions.

CERTIFICATE

I, _____ Officer of Broker, certify that the above and foregoing is a true and correct copy of the resolutions passed at a meeting of the Board of Directors of Broker duly called and held on the _____ day of _____, 20____ and the same now appears in the minutes book of Broker and the minutes reflect that a quorum was present. I further certify that as of the date of my signature the foregoing resolutions are in full force and effect and have not been modified or rescinded.

_____ Authorized Officer

_____ Date



Balance Sheet

Period Ending: _____

Assets:

Cash - Unrestricted	
Cash - Restricted	
Short Term Investments	
Accounts Receivables	
Loans Receivables	
Less: Reserve for Bad Debt	
Mortgage Loans Held For Sale	
Inter-Company Loans	
Employee Loans/Advances	
Investments in Affiliates	
Other Investments*	
Fixed Assets - Examples - Furniture, Equipment and Vehicles - Net of Depreciation	
Building and/or Land - Net of Depreciation	
Hedging and Derivative Assets	
Prepaid Expenses	
Other Assets*	

Total Assets _____

Liabilities:

Accounts Payable	
Warehouse Line Balances	
Payroll Related Expenses	
Mortgage Insurance Premiums	
Escrows Held for Others	
Long Term Liabilities	
Hedging and Derivative Liabilities	
Other Liabilities*	

Total Liabilities _____

Owner's Equity

Opening Balance Equity	
Common Stock	
Additional Paid In Capital	
Retained Earnings	
Distributions	
Net Income	

Total Owner's Equity _____

Total Liabilities plus Owner's Equity _____

* Please list out on a supplemental attachment what makes up Other Investments, Other Assets, and Other Liabilities, if applicable

Authorized Signer/Officer of the Company

 Name:
 Title:
 Email Address:

Profit and Loss Statement

Period Ending: _____

Income:

Loan Production _____

Fee _____

Other Income _____

Total Income _____

Expenses:

Mortgage Related Expenses _____

Insurance _____

Office Expenses _____

Professional Fees _____

Rent _____

Utilities _____

Travel Expenses _____

Advertising _____

Salaries & Wages _____

Payroll Taxes/Expenses _____

Bonus _____

Commissions _____

Warehouse Line Expense _____

Depreciation Expenses _____

Amortization Expenses _____

Other Expenses _____

Total Expenses _____

Net Operating Income_ (Total Income - Total Expenses) _____

Other Income (Expenses):

Interest/Investments Income _____

Interest/Investments Expense _____

Other Income (Expense) _____

Total Other Income (Expenses) _____

**Net Income (Loss): (Net Operating Income +/- Total Other
Income (Expenses))** _____

Authorized Signer/Officer of the Company

Name:

Title:

Email Address:

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

Request for Transcript of Tax Return

- ▶ **Do not sign this form unless all applicable lines have been completed.**
- ▶ **Request may be rejected if the form is incomplete or illegible.**
- ▶ **For more information about Form 4506-T, visit www.irs.gov/form4506t.**

Tip: Get faster service: Online at www.irs.gov, **Get Your Tax Record** (Get Transcript) or by calling **1-800-908-9946** for specialized assistance. We have teams available to assist. **Note:** Taxpayers may register to use [Get Transcript](#) to view, print, or download the following transcript types: **Tax Return Transcript** (shows most line items including Adjusted Gross Income (AGI) from your original Form 1040-series tax return as filed, along with any forms and schedules), **Tax Account Transcript** (shows basic data such as return type, marital status, AGI, taxable income and all payment types), **Record of Account Transcript** (combines the tax return and tax account transcripts into one complete transcript), **Wage and Income Transcript** (shows data from information returns we receive such as Forms W-2, 1099, 1098 and Form 5498), and **Verification of Non-filing Letter** (provides proof that the IRS has no record of a filed Form 1040-series tax return for the year you request).

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)	
4 Previous address shown on the last return filed if different from line 3 (see instructions)	
5 Customer file number (if applicable) (see instructions)	

Note: Effective July 2019, the IRS will mail tax transcript requests only to your address of record. See **What's New** under **Future Developments** on Page 2 for additional information.

6 Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶

a Return Transcript, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120-A, Form 1120-H, Form 1120-L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days

b Account Transcript, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 10 business days

c Record of Account, which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 10 business days

7 Verification of Nonfiling, which is proof from the IRS that you **did not** file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days

8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2016, filed in 2017, will likely not be available from the IRS until 2018. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 10 business days

Caution: If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

9 Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

| / / | / / | / / | / / |

Caution: Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, 1 percent or more shareholder, partner, managing member, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note:** This form must be received by IRS within 120 days of the signature date.

Signatory attests that he/she has read the attestation clause and upon so reading declares that he/she has the authority to sign the Form 4506-T. See instructions. Phone number of taxpayer on line 1a or 2a

▶	Signature (see instructions)	Date		
Sign Here	Title (if line 1a above is a corporation, partnership, estate, or trust)			
▶	Spouse's signature	Date		

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

Future Developments

For the latest information about Form 4506-T and its instructions, go to www.irs.gov/form4506t. Information about any recent developments affecting Form 4506-T (such as legislation enacted after we released it) will be posted on that page.

The filing location for the Form 4506-T has changed. **Please see Chart for individual transcripts or Chart for all other transcripts** for the correct mailing location.

What's New. As part of its ongoing efforts to protect taxpayer data, the Internal Revenue Service announced that in July 2019, it will stop all third-party mailings of requested transcripts. After this date masked Tax Transcripts will only be mailed to the taxpayer's address of record.

If a third-party is unable to accept a Tax Transcript mailed to the taxpayer, they may either contract with an existing IVES participant or become an IVES participant themselves. For additional information about the IVES program, go to www.irs.gov and search IVES.

General Instructions

Caution: Do not sign this form unless all applicable lines have been completed.

Purpose of form. Use Form 4506-T to request tax return information. Taxpayers using a tax year beginning in one calendar year and ending in the following year (fiscal tax year) must file Form 4506-T to request a return transcript.

Note: If you are unsure of which type of transcript you need, request the Record of Account, as it provides the most detailed information.

Customer File Number. The transcripts provided by the IRS have been modified to protect taxpayers' privacy. Transcripts only display partial personal information, such as the last four digits of the taxpayer's Social Security Number. Full financial and tax information, such as wages and taxable income, are shown on the transcript.

An optional Customer File Number field is available to use when requesting a transcript. This number will print on the transcript. See Line 5 instructions for specific requirements. The customer file number is an optional field and not required.

Tip. Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

Automated transcript request. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Get a Tax Transcript..." under "Tools" or call 1-800-908-9946.

Where to file. Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart shows two different addresses, send your request to the address based on the address of your most recent return.

Line 1b. Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

Line 3. Enter your current address. If you use a P.O. box, include it on this line.

Line 4. Enter the address shown on the last return filed if different from the address entered on line 3.

Note: If the addresses on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address. For a business address, file Form 8822-B, Change of Address or Responsible Party — Business.

Line 5. Enter up to 10 numeric characters to create a unique customer file number that will appear on the transcript. The customer file number **should not** contain an SSN. Completion of this line is not required.

Note. If you use an SSN, name or combination of both, we will not input the information and the customer file number will reflect a generic entry of "9999999999" on the transcript.

Line 6. Enter only one tax form number per request.

Signature and date. Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. The IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.

Individuals. Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Corporations. Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer. A bona fide shareholder of record owning 1 percent or more of the outstanding stock of the corporation may submit a Form 4506-T but must provide documentation to support the requester's right to receive the information.

Partnerships. Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

All others. See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Note: If you are Heir at law, Next of kin, or Beneficiary you must be able to establish a material interest in the estate or trust.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

Signature by a representative. A representative can sign Form 4506-T for a taxpayer only if the taxpayer has specifically delegated this authority to the representative on Form 2848, line 5. The representative must attach Form 2848 showing the delegation to Form 4506-T.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form**, 10 min.; **Preparing the form**, 12 min.; and **Copying, assembling, and sending the form to the IRS**, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service
Tax Forms and Publications Division
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see *Where to file* on this page.

Chart for individual transcripts (Form 1040 series and Form W-2 and Form 1099)

If you filed an individual return and lived in:	Mail or fax to:
Florida, Louisiana, Mississippi, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	Internal Revenue Service RAIVS Team Stop 6716 AUCS Austin, TX 73301 855-587-9604
Alabama, Arkansas, Delaware, Georgia, Illinois, Indiana, Iowa, Kentucky, Maine, Massachusetts, Minnesota, Missouri, New Hampshire, New Jersey, New York, North Carolina, Oklahoma, South Carolina, Tennessee, Vermont, Virginia, Wisconsin	Internal Revenue Service RAIVS Team Stop 6705 S-2 Kansas City, MO 64999 855-821-0094
Alaska, Arizona, California, Colorado, Connecticut, District of Columbia, Hawaii, Idaho, Kansas, Maryland, Michigan, Montana, Nebraska, Nevada, New Mexico, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, South Dakota, Utah, Washington, West Virginia, Wyoming	Internal Revenue Service RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409 855-298-1145

Chart for all other transcripts

If you lived in or your business was in:	Mail or fax to:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, A.P.O. or F.P.O. address	Internal Revenue Service RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409 855-298-1145
Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin	Internal Revenue Service RAIVS Team Stop 6705 S-2 Kansas City, MO 64999 855-821-0094



You must check the box in the signature area to acknowledge you have the authority to sign and request the information. The form will not be processed and returned to you if the box is unchecked.