

Eagle Funding

This Agreement (the "Agreement") is entered into as of this ____ day of _____, _____ by and between Universal American Mortgage Company, LLC dba Eagle Funding ("EAGLE") and _____ ("Broker").

WHEREAS, Broker and its loan originators are duly licensed and approved to broker one-to-four family mortgage loans, and Broker desires to deliver loan application packages for such mortgage loans to EAGLE; and

WHEREAS, EAGLE desires to accept from Broker certain loan application packages for one-to-four family mortgage loans for underwriting and funding, upon and subject to the terms and conditions of this Agreement.

NOW THEREFORE, for mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

DEFINITIONS

Agency. The Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), Government National Mortgage Association ("GNMA"), Federal Housing Administration ("FHA"), Department of Veterans Affairs ("VA"), Department of Housing and Urban Development ("HUD"), Department of Agriculture ("USDA"), or any other federal, state or local agency which purchases, insures or regulates mortgage loans.

Borrower. The person or persons who submit an application to Broker, the Loan Package for which is brokered to EAGLE under this Agreement.

Laws. All federal, state, county, local and foreign laws, regulations, licensing requirements, ordinances, codes, rules and orders that may be applicable to the Loan Packages brokered hereunder and Broker's business and ability to perform its obligations hereunder, all as may be amended or supplemented from time to time, including, without limitation upon the generality of the foregoing, the Equal Credit Opportunity Act ("ECOA") and Regulation B, including without limitation its requirements relating to nondiscrimination; the Truth-in-Lending Act and Regulation Z; the Real Estate Settlement Procedures Act ("RESPA"), and Regulation X; applicable state laws and regulations governing mortgage lending and mortgage brokerage; the Appraiser Independence Requirements ("AIR") and other federal and state laws and Agency requirements related to appraisal; all applicable predatory and abusive lending laws, unfair and deceptive practices laws, usury laws and consumer protection laws; and applicable federal and state laws regarding the privacy and safeguarding of consumer information, including without limitation the information privacy and safeguarding requirements of the federal Gramm Leach Bliley Act, 15 USC Section 6801 *et seq.* ("GLBA"), and applicable regulations and guidelines thereunder.

Loan Package. The loan application package containing a loan application, all related materials associated with the origination and processing of such loan application package, and all relevant Mortgage Loan Documents, that is compiled by Broker and brokered to EAGLE hereunder.

Mortgage. A valid and enforceable mortgage, deed of trust or other instrument pledging property as security for payment of a Note.

Mortgage Loan. A loan secured by a first lien on a one to four family dwelling (or by junior lien on a one to four family dwelling) that results from a Loan Package which is the subject of this Agreement, evidenced by a Note and Mortgage, and including the Mortgage Loan Documents and all other instruments evidencing a Borrower's indebtedness.

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Mortgage Loan Documents. The Note and Mortgage and any and all other documents or materials which are required to be maintained or prepared in connection with the preparation of Loan Packages and/or the making of Mortgage Loans pursuant to this Agreement.

Mortgage Loan Program. A type of Mortgage Loan, the terms and conditions of which are described in the Procedures, and which can be offered to prospective Borrowers as an eligible Mortgage Loan under the terms of this Agreement.

Mortgaged Property. The property encumbered by the Mortgage.

Note. A valid and enforceable promissory note or other instrument which evidences a Borrower's obligation to repay a Mortgage Loan.

Procedures. Has the meaning set forth in Section 1.3.

Underwrite. "Underwrite" or "Underwriting," means the examination of a Borrower's application, credit history, income and financial resources, among other appropriate things, for the purposes of determining whether to extend credit to a Borrower.

ARTICLE 1 ELIGIBLE LOANS; PRICING; PROCEDURES

- 1.1 EAGLE'S MORTGAGE LOAN PROGRAMS. For a Loan Package to qualify for registration with EAGLE under this Agreement, the Loan Package must be for an eligible Mortgage Loan Program offered by EAGLE and must satisfy in all respects and conform with the requirements of applicable Law, the applicable Agencies, and EAGLE, including without limitation the requirements of this Agreement and the Procedures. EAGLE may, from time to time, identify in the Procedures the types of Conventional, Non-Conforming, ARM, FHA-insured, VA-guaranteed and other loan applications it is willing to register. Broker will be entitled to register Loan Packages for FHA-insured, VA-guaranteed or other Agency-eligible Mortgage Loans, to the extent that they are for an eligible Mortgage Loan Program offered by EAGLE, only upon submission to EAGLE of such information and documents as required by EAGLE and receipt by Broker of separate written authorization from EAGLE. Broker acknowledges that EAGLE reserves the right to alter, add, or delete Mortgage Loan Programs from time to time by amending the Procedures, and Broker accepts responsibility for knowing which Mortgage Loan Programs are offered by EAGLE at any given time. Broker shall be responsible for assuring that each Loan Package submitted to EAGLE complies with all the terms and conditions of EAGLE's Mortgage Loan Program at the time Broker registers the Loan Package with EAGLE.
- 1.2 MORTGAGE LOAN PRICING. EAGLE may issue to Broker on a periodic basis pricing information applicable to Mortgage Loan Programs it offers. Such pricing information is subject to change without notice. Broker shall comply with the guidelines set forth in the Procedures concerning interest rates and lock-ins which apply to the particular Mortgage Loan Programs offered by EAGLE.
- 1.3 PROCEDURES. Without limiting any other provision of this Agreement, in connection with performing the activities contemplated by this Agreement, Broker shall comply with all policies, procedures, and requirements of EAGLE issued from time to time by EAGLE and applicable to the registration, Underwriting, closing and funding of Mortgage Loans pursuant to this Agreement (collectively, the "Procedures"). The Procedures can be modified in part or in whole at any time by EAGLE, and the modifications are effective as of the date specified or, if no date is specified, as of the date of issuance. The Procedures, and all revisions thereto, are expressly incorporated herein by this reference and made a part of this Agreement in all respects.

ARTICLE 2 DUTIES OF BROKER

- 2.1 TAKING OF APPLICATIONS. Broker shall take applications for residential, one-to-four family mortgage loans at its offices in its own name through its employees. All such applications must have been taken,

EAGLE Initials _____

Broker Initials _____

originated and processed by Broker. Broker shall not submit a third party origination under this Agreement.

- 2.2 REGISTRATION; APPLICATION. A Loan Package may not be delivered to EAGLE unless it has been registered by Broker with EAGLE in accordance with this Agreement. Broker shall register each Loan Package with EAGLE as set forth in the Procedures.
- 2.3 PERFORMANCE OF BROKER SERVICES. In addition to taking information from Borrower and filling out the loan application, for each Loan Package that is registered with EAGLE, Broker shall perform all services necessary pursuant to this Agreement and the Procedures to process and assemble a Loan Package that is ready for Underwriting by EAGLE. Without limiting the foregoing, Broker shall submit for each Loan Package registered with EAGLE the application signed by the applicant and such credit, financial and other information as set forth in the Procedures, including all information and documentation required by applicable Law and the procedures and guidelines of the applicable Agency. All documents obtained from the Borrower or other third parties and all documents prepared by Broker (including but not limited to those documents and disclosures required to be delivered to the Borrower) shall be complete and accurate and shall be prepared in accordance with all applicable Law and Agency requirements. Additionally, Broker shall assist EAGLE in obtaining any additional information and documentation needed by EAGLE or to otherwise facilitate the Underwriting and closing of the Mortgage Loan transaction.
- 2.4 GOVERNMENT LOANS. All FHA-insured, VA-guaranteed, and other Agency-eligible loans shall be originated and closed in accordance with all requirements of the applicable Agency. With respect to the origination of any FHA-insured or VA-guaranteed Mortgage Loan, upon receipt of appropriate approvals, Broker may act as EAGLE's agent for the sole purpose of taking the Mortgage Loan application. This agency relationship shall be solely for the benefit of Broker and EAGLE and not for the benefit of any third party. Broker shall act as EAGLE's agent only at such time as Broker submits such FHA-insured or VA-guaranteed Loan Package to EAGLE for Underwriting. At all other times, Broker shall be acting as an independent mortgage broker with respect to such FHA-insured or VA-guaranteed Mortgage Loan, and for the prospective Borrower. Broker agrees not to advertise, publicize or discuss in any manner whatsoever the fact that Broker is acting as EAGLE's agent with respect to the origination of any FHA-insured or VA-guaranteed Mortgage Loan and shall represent EAGLE's policies, procedures and pricing only as set forth by EAGLE. Broker shall take all loan applications directly from the prospective Borrower. EAGLE will be responsible for transmitting MIP premiums and submitting insurance packages to HUD or other applicable Agencies. Should HUD issue the OTMIP Statement of Account, the MIC or other evidence of government insurance or guaranty to the Broker, Broker shall forward it to EAGLE immediately within 48 hours of receipt. Broker shall cooperate with EAGLE in resolving any HUD or other Agency issues. Broker shall repurchase any Mortgage Loans HUD refuses to insure in accordance with Article 7 of this Agreement.
- 2.5 COMMUNICATIONS WITH BORROWERS. Except as otherwise provided in the Procedures, Broker shall be responsible for all communications with Borrowers. Broker shall promptly deliver to such Borrowers any documents provided by EAGLE and intended for delivery to Borrowers. If requested by EAGLE, Broker shall provide EAGLE with a certification that Broker has delivered the applicable documents to Borrowers.

ARTICLE 3
DUTIES OF EAGLE

- 3.1 UNDERWRITING OF REGISTERED LOAN PACKAGES. Upon receipt of all applicable information and documentation for a Loan Package that was registered with EAGLE, EAGLE may Underwrite the application. EAGLE shall have no obligation to approve or close a Mortgage Loan, which in its sole and absolute discretion does not meet EAGLE'S Underwriting requirements. In making its determination, EAGLE expressly disclaims any inference Broker may draw as to the general quality or acceptability of the loan application or the Loan Package. EAGLE retains sole and absolute discretion to reject any Loan Package which does not comply with applicable Law, Agency requirements, or the terms and conditions of this Agreement or the Procedures, or for any reason whatsoever (except as prohibited by law), and to set the terms and

EAGLE Initials _____

Broker Initials _____

conditions of any approval of a Loan Package. EAGLE shall notify Broker of EAGLE'S disposition of a Loan Package as set forth in the Procedures. If EAGLE declines any Loan Package, Broker shall notify the Borrower promptly upon receipt of notice of EAGLE'S decision and deliver the required adverse action notice to the Borrower; provided, however, that Broker shall not be required to notify the Borrower of EAGLE'S declination in any case where another lender has committed to make the mortgage loan. Notwithstanding anything herein to the contrary, the obligation of EAGLE to underwrite hereunder shall not limit or invalidate any of the obligations of Broker hereunder.

- 3.2 CLOSING OF MORTGAGE LOANS. Except as otherwise provided in, and subject to all terms and conditions of, this Agreement or the Procedures, EAGLE shall handle the closing of Mortgage Loans. EAGLE shall prepare the closing package and close the Mortgage Loan in its name and with its own funds. Notwithstanding the foregoing, if separately agreed to in an Addendum to this Agreement signed by the parties, EAGLE may authorize Broker (a) to prepare the closing package for EAGLE'S review, and/or (b) to close the Mortgage Loan in Broker's name.

ARTICLE 4
GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF BROKER

As an inducement to EAGLE to enter into this Agreement and to consummate the transactions contemplated hereunder, Broker represents and warrants to EAGLE as follows as of the date of this Agreement, at the time of registration of a Loan Package with EAGLE, at the time of delivery of a Loan Package to EAGLE, at the time of funding of a Mortgage Loan by EAGLE and, as applicable, at the time of assignment of a Mortgage Loan to EAGLE when the Mortgage Loan is closed in the name of Broker:

- 4.1 DUE ORGANIZATION; GOOD STANDING. Broker is duly organized, validly existing and in good standing under the laws of the state governing its creation and existence during the time of its activities with respect to the origination of the Loan Packages and the closing of the Mortgage Loans subject to this Agreement.
- 4.2 AUTHORITY AND CAPACITY. Broker has all power, authority and capacity legally required to enter into this Agreement and to perform the obligations required of it hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action legally required. This Agreement constitutes a valid and legally binding agreement of Broker enforceable against Broker in accordance with its terms.
- 4.3 EFFECTIVE AGREEMENT; NO CONFLICTS. The execution, delivery and performance of this Agreement by Broker, its compliance with the terms hereof and consummation of the transactions contemplated hereby, will not violate, conflict with, result in a breach of, give rise to any right of termination, cancellation or acceleration under, constitute a default under, be prohibited by or require any additional approval under its charter, bylaws, partnership or operating agreement or other applicable organizational documents or any instrument or agreement to which it is a party or by which it is bound, or any Law, or any judicial or administrative decree, order, ruling or regulation, applicable to it.
- 4.4 COMPLIANCE WITH LAWS. Broker has complied in all respects with all applicable Laws in connection with the conduct of its business generally and the origination of the Loan Packages hereunder. Broker, and each branch office and employee of Broker, is properly licensed or otherwise approved in all jurisdictions where required for the origination of Mortgage Loans as provided for in this Agreement, and all such licenses or other approvals are in good standing. If any FHA, VA, or other Agency eligible Loan Package is offered to EAGLE, Broker has obtained, and has provided copies to EAGLE of, all FHA, VA and other Agency approvals required to take any action taken or to be taken by Broker in relation to such Loan Packages, and all such approvals are in good standing.
- 4.5 NOTICE OF ACTIONS OR THREATENED ACTIONS. Except as previously disclosed in writing

EAGLE Initials _____

Broker Initials _____

to and acknowledged in writing by EAGLE, Broker is not subject to any administrative order, cease and desist decree or regulatory action. There is no inquiry or pending or threatened action, by way of a proceeding or otherwise, to revoke or limit any license, permit, authorization or approval issued or granted by any federal, state or local government or quasi-governmental body or any agency or instrumentality thereof, necessary for Broker to conduct its business in whole or in part, or to impose any penalty or take any other action that would adversely affect Broker's business that Broker has not fully disclosed to EAGLE in writing. Broker has not received any letter, notice, or other writing ("Notice") from any regulatory agency with respect to any Loan Package registered with EAGLE that has not been disclosed to EAGLE in writing.

- 4.6 LITIGATION. Except as previously disclosed in writing to and acknowledged in writing by EAGLE, Broker is not party to (a) any litigation as a defendant involving fraud, misrepresentation, violation of any Laws or regulatory compliance, or (b) any negative investor or regulatory finding through audit, examinations or mortgage guaranty insurance investigations.
- 4.7 NO UNTRUE OR MISLEADING STATEMENTS. No representation, warranty or written statement made by Broker to EAGLE in this Agreement or in any schedule, written statement or document furnished to EAGLE in connection with the transactions contemplated hereby contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.
- 4.8 INSURANCE. Broker possesses all insurance, both types of coverage and amounts, that is required pursuant to applicable Laws and Agency requirements and that is customary for parties engaged in the same business as Broker, including without limitation fidelity bond coverage and errors and omissions insurance.
- 4.9 ABILITY TO PERFORM. Broker employs a sufficient number of knowledgeable and capable individuals to perform the services required by this Agreement.

Each of the above representations and warranties (a) applies to Broker, the conduct of its business, any and all Loan Packages registered by Broker with EAGLE and any and all Mortgage Loans funded by EAGLE, (b) is for the benefit of EAGLE and its successors and assigns, (c) continues in full force and effect for so long as any Mortgage Loan funded by EAGLE remains outstanding and for such time that EAGLE is subject to any risk of loss or liability as to any Loan Package registered by Broker or any Mortgage Loan funded by EAGLE, and (d) is in addition to any other specific representations or warranties contained elsewhere herein.

ARTICLE 5
REPRESENTATIONS, WARRANTIES AND COVENANTS
AS TO MORTGAGE LOANS

As an inducement to EAGLE to enter into this Agreement and to consummate the transactions contemplated hereunder, Broker represents and warrants to EAGLE as follows at the time of registration of a Loan Package with EAGLE, at the time of delivery of a Loan Package to EAGLE, at the time of funding of a Mortgage Loan by EAGLE and, as applicable, at the time of assignment of a Mortgage Loan to EAGLE when the Mortgage Loan is closed in the name of Broker:

- 5.1 COMPLIANCE WITH LAWS. As of the date each Mortgage Loan is funded by EAGLE, the Mortgage Loan will comply with all applicable Laws. In its origination of the loan application and the Loan Package, Broker has complied with all applicable Laws and Agency requirements. With respect to the Loan Package, Broker is properly licensed or otherwise approved in all jurisdictions where required, and all such licenses or other approvals are in good standing. Additionally, with respect to the Loan Package, each branch office and employee of Broker performing services in connection with the application is properly licensed or otherwise approved in all jurisdictions where required to perform such services, and all such licenses or other approvals are in good standing. With respect to a FHA, VA, or other Agency loan application and Loan Package submitted to EAGLE, Broker has obtained and provided copies to EAGLE of all FHA, VA and other Agency approvals required to take any action taken or to be taken by Broker in relation to such Loan Package, and all

EAGLE Initials _____

Broker Initials _____

such approvals are in good standing. All Mortgage Loan Documents and all loan applications and information and documentation submitted in connection with the Loan Packages have been prepared and/or completed in accordance with applicable Law and Agency requirements and all information provided by each of Borrower and Broker in such Mortgage Loan Documents, applications, or other documents and/or provided to any Agency or private mortgage insurer is true, correct and complete in all respects and does not fail to disclose any facts which could be material or which would make such information misleading.

- 5.2 COMPLIANCE WITH EAGLE POLICIES AND PROCEDURES. The origination of the loan application and the Loan Package complies in all respects with the Procedures. Each Loan Package registered with EAGLE hereunder was originated solely by Broker and not by a third party. All Mortgage Loan Documents and all loan applications and information and documentation submitted in connection with the Loan Packages have been prepared and/or completed in accordance with the Procedures and all information provided by each of Borrower and Broker in such Mortgage Loan Documents, applications, or other documents and/or provided to any Agency or private mortgage insurer is true, correct and complete in all respects and does not fail to disclose any facts which could be material or which would make such information misleading.
- 5.3 FACTUAL DISCLOSURE. With regard to all Loan Packages submitted to EAGLE hereunder, all facts relating to any loan transaction which are known or should be known to Broker which may adversely affect the value of the Mortgaged Property, the credit, character or capacity of the Borrower, the validity of the Mortgage, or any other aspect of the transaction have been disclosed in writing to EAGLE. The Mortgaged Property has not been damaged by fire, flood or other causes since the date of performance of the appraisal.
- 5.4 NO ADVERSE CIRCUMSTANCES. Broker has no knowledge of any circumstances or conditions with respect to any Loan Package, Mortgage Loan, Mortgaged Property, Borrower or Borrower's credit standing that reasonably could be expected to cause third party investors or the Agencies to regard any Mortgage Loan as an unacceptable investment, cause any Mortgage Loan to become delinquent or adversely affect the value or marketability of the Mortgage Loan.
- 5.5 NO OTHER AGREEMENTS. Broker has not made, directly or indirectly, any payment on the Mortgage Loan or the loan application or on any other loan of Borrower from any other person or entity. Broker has also not made any agreement with any Borrower providing for any variation of the Note rate, schedule of payment or other terms and conditions of the Mortgage Loan and Broker has not received a request for approval or notice of any proposed assumption, loss draft or payoff of the Mortgage Loan.
- 5.6 GOVERNMENT SPONSORED LOANS. With regard to FHA-insured and VA-guaranteed or other government sponsored Mortgage Loans, all submissions to EAGLE and the applicable Agency are true, complete and accurate and comply with all requirements of the applicable Agency. All FHA-insured or VA-guaranteed Mortgage Loans resulting from Loan Packages delivered to EAGLE by Broker are eligible to be included in GNMA pools.
- 5.7 GOOD TITLE. The Loan Packages have not been assigned, pledged or sold and Broker has good title to and sole right and authority to transfer ownership of each Loan Package to EAGLE free and clear of all encumbrances, and the Mortgage Loan and the Mortgage Loan Documents will at funding be free and clear of all encumbrances. With regard to any Mortgage Loan closed in Broker's name under the terms of an Addendum to this Agreement signed by the parties, the Mortgage Loan Documents have not been assigned, pledged or sold and Broker has good title to and sole right and authority to transfer ownership of the Note and the other Mortgage Loan Documents free and clear of encumbrances and the Mortgage Loan Documents will at funding be free and clear of all encumbrances. No other party has any option or right of first refusal or other arrangement to acquire directly or indirectly any of the Loan Packages or resulting Mortgage Loans. The transfer, assignment and delivery of the Loan Packages in accordance with the terms and conditions of this Agreement shall vest in EAGLE all rights of ownership, free and clear of any and all claims, charges, defenses, offsets and encumbrances of any kind or nature whatsoever, including but not limited to those of Broker.
- 5.8 ASSIGNMENT. With regard to any Mortgage Loan closed in Broker's name under the terms of an Addendum to this Agreement signed by the parties, the assignment of the Mortgage to EAGLE has been duly and properly executed and delivered by Broker and has been recorded (at Broker's expense) and is valid, binding and enforceable according to its terms. The assignment must be approved by EAGLE prior to recording

EAGLE Initials _____

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and satisfactory to EAGLE and other purchasers of Mortgage Loans from EAGLE.

- 5.9 INSURANCE. All Mortgage Loans intended to be insured by FHA (or guaranteed by the VA) are fully insurable by FHA (or are eligible for guarantee by VA) and a mortgage insurance certificate (or loan guaranty certificate) will be issued by FHA (or VA) in due course following closing of each such Mortgage Loan. All other Mortgage Loans are insurable by private mortgage insurers, when required by Law and Agency requirements, and an appropriate certificate or other evidence of such insurance will be issued by the insurer in due course following closing of the Mortgage Loan. There are no defenses, counterclaims or rights of set-off affecting the validity or enforceability of any private mortgage insurance, FHA insurance or VA guaranty with respect to any Mortgage Loans or eligibility of such Mortgage Loans for insurance or guaranty.
- 5.10 DOCUMENTS. The Mortgage Loan Documents and all documents contained in the Loan Packages are genuine, and each is the legal, valid and binding obligation of the maker thereof enforceable in accordance with its terms. All parties to any and all such documents had legal capacity to execute and/or enter into such documents and to execute and deliver such documents, The documents contained in the Loan Packages are complete and correct, were not falsified and contain no untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the information and statements therein not misleading. No fraud was committed in connection with the origination of any Loan Package or Mortgage Loan. Broker has reviewed all of the documents constituting the Loan Package and has made such inquiries, as it deems necessary to make and confirm the accuracy of the representations set forth herein.
- 5.11 POINTS AND FEES. All points, fees and charges (including but not limited to finance charges) (whether or not to be financed, assessed or to be assessed, collected or to be collected) have been properly disclosed in writing to the Borrower in accordance with, and are in amounts that satisfy, applicable Law and Agency requirements. Without limiting the foregoing, no Borrower was charged "points and fees" (whether or not to be financed) in an amount that did not comply with all applicable anti-predatory lending requirements.

Each of the above representations and warranties (a) applies to Broker, the conduct of its business, any and all Loan Packages registered by Broker with EAGLE and any and all Mortgage Loans funded by EAGLE, (b) is for the benefit of EAGLE and its successors and assigns, (c) continues in full force and effect for so long as any Mortgage Loan funded by EAGLE remains outstanding and for such time that EAGLE is subject to any risk of loss or liability as to any Loan Package registered by Broker or any Mortgage Loan funded by EAGLE, and (d) is in addition to any other specific representations or warranties contained elsewhere herein.

ARTICLE 6
ADDITIONAL BROKER COVENANTS; USE OF
AUTOMATED UNDERWRITING SYSTEMS

- 6.1. SUBMISSION RESTRICTION. Broker shall not submit any loan application or other Loan Package document containing a misrepresentation or omission regardless of Broker's actual knowledge of such misrepresentation or omission.
- 6.2. RESPONSIBILITY, Broker shall be responsible for all actions taken in the course of its performance of its obligations under this Agreement, whether performed by Broker, its employees or agents.
- 6.3. COMPLIANCE WITH LAWS. Broker shall comply, both in the conduct of its business generally, and in its origination of each Loan Package, with all applicable Laws and Agency requirements. Broker shall maintain in good standing during the term of this Agreement all licenses and approvals in all jurisdictions where required for the origination of Loan Packages and Mortgage Loans as provided for in this Agreement. If any FHA, VA, or other Agency Loan Packages are offered to EAGLE by Broker, Broker shall maintain in good standing at the necessary times during the term of this Agreement all FHA, VA and other Agency approvals required to take any action taken or to be taken by Broker in

EAGLE Initials _____

Broker Initials _____

relation to such applications. Broker shall maintain, available for EAGLE's inspection, evidence of compliance with all such requirements.

- 6.4. NOTICE OF ACTIONS OR THREATENED ACTIONS. Broker shall immediately advise EAGLE in writing if it becomes subject to any administrative order, cease and desist decree or regulatory action. Additionally, Broker shall immediately advise EAGLE in writing of any inquiry or pending or threatened action, by way of a proceeding or otherwise, to revoke or limit any license, permit, authorization or approval issued or granted by any federal, state or local government or quasi-governmental body or any agency or instrumentality thereof, necessary for Broker to conduct its business in whole or in part, or to impose any penalty or take any other action that would adversely affect Broker's business, In addition, in the event Broker receives any letter, notice, or other writing ("Notice") from any regulatory agency with respect to any Loan Package or resulting Mortgage Loan, Broker shall advise EAGLE immediately of such Notice and deliver a copy of the Notice to EAGLE.
- 6.5. INSURANCE. Broker shall maintain during the term of this Agreement, at no expense to EAGLE, all insurance, both types of coverage and amounts, that is required pursuant to applicable Laws and Agency requirements and that is customary for parties engaged in the same business as Broker, including without limitation fidelity bond coverage and errors and omissions insurance. Additionally, unless otherwise agreed to in writing, Broker shall maintain during the term of this Agreement, at no expense to EAGLE, fidelity bond coverage and errors and omissions insurance with such coverage's and in such reasonable amounts as are satisfactory to EAGLE, and shall furnish evidence of such coverage's upon request of EAGLE. Broker shall notify EAGLE of changes or cancellations of any insurance required by this Section.
- 6.6. BUSINESS INFORMATION. Broker shall furnish EAGLE and its representatives with any necessary information and data concerning the affairs of Broker, as EAGLE may reasonably request, including without limitation information regarding the status of its and its employees' licenses, permits, authorizations and approvals necessary for the conduct of its business as well as copies of such documents. Broker shall furnish, annually as requested by EAGLE, copies of financial statements, the type and sufficiency of which shall be determined by EAGLE in its sole and absolute discretion, together with such other information bearing upon Broker's financial condition and the status of Broker's and its employees' licenses, permits, authorizations and approvals as EAGLE may reasonably request.
- 6.7. ABILITY TO PERFORM. Broker shall during the term of this Agreement employ a sufficient number of knowledgeable and capable individuals to perform the services required by this Agreement.
- 6.8. AUTOMATED UNDERWRITING SYSTEMS. This Section applies to the ability of Broker to use the FNMA and/or FHLMC automated underwriting systems, known as Desktop Underwriter and Loan Prospector, respectively, through access provided by EAGLE:
 - 6.8.1. EAGLE must certify all users of the Desktop Underwriter and Loan Prospector automated underwriting systems before a user may access or use the applicable system through EAGLE. This certification will verify that the user has received proper training of the Desktop Underwriter and/or Loan Prospector system.
 - 6.8.2. All credit reporting agencies that are used in conjunction with the Desktop Underwriter and Loan Prospector systems must be on EAGLE's approved list.
 - 6.8.3. There will be a \$15 credit report charge for each individual or joint credit report generated by either underwriting system. These are required along with the credit report that Broker provides in the Loan Package. This fee may be modified from time to time through modification of the Procedures.
 - 6.8.4. Broker acknowledges and agrees that all Loan Packages submitted for analysis to the Desktop Underwriter or Loan Prospector underwriting systems through access provided by EAGLE must be submitted by Broker to EAGLE. Without the express prior written approval of EAGLE, which EAGLE may grant or withhold in its sole and absolute discretion, no Loan Package submitted for analysis to one or both systems through access provided by EAGLE may be delivered by _____ to another lender or investor.

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- 6.8.5. Broker acknowledges and agrees that just because an "accept" or "approved" result is received from the Desktop Underwriter or Loan Prospector underwriting system in connection with a Loan Package, this does not guarantee a final loan approval. EAGLE continues to have sole and absolute discretion in deciding whether to approve any Loan Package and, without limitation, EAGLE may require verification to its satisfaction that all information was entered into the system correctly, and written approval of the application by an authorized EAGLE underwriter.

ARTICLE 7
REPURCHASE

- 7.1. REASONS FOR REPURCHASE. Broker agrees to repurchase any Mortgage Loan, upon the terms and conditions set forth herein, if the application, any Loan Package document or any Mortgage Loan Document submitted by Broker contains a misrepresentation or omission, is incorrect or incomplete, or in the event of the inaccuracy of any representation or warranty of Broker, or the breach of any condition or obligation of Broker, contained in this Agreement.
- 7.2. TIMING OF REPURCHASE. Broker shall repurchase any Mortgage Loan required to be repurchased pursuant to this Agreement within five (5) business days of receipt of written notice from EAGLE.
- 7.3. REPURCHASE PRICE. The repurchase price for any Mortgage Loan that Broker is required to repurchase from EAGLE shall be an amount equal to the sum of (a) the then unpaid principal balance of the Mortgage Loan, (b) accrued interest through the date of repurchase, (c) all un-reimbursed advances and extraordinary costs and expenses incurred by EAGLE with regard to such Mortgage Loan during the life of the Mortgage Loan, (d) all other costs or expenses incurred by EAGLE, including penalties incurred by EAGLE from any investor and reasonable attorneys' fees in connection with the repurchase incurred by EAGLE, any investor, or both, and (e) any fees or yield spread premium paid to Broker.
- 7.4. REASSIGNMENT. Upon any such repurchase of Mortgage Loans by Broker, EAGLE shall endorse the Note(s) and shall assign the Mortgage(s) in recordable form to Broker, without representations and warranties, whether express or implied, and without recourse to EAGLE.
- 7.5. NON-WAIVER OF REMEDIES. Nothing contained in this Article 7 shall limit EAGLE's rights to any remedy, legal and equitable, all such legal and equitable remedies, including those provided for herein, being in addition to and not in lieu of any other remedy.
- 7.6. RIGHT OF SETOFF. Any amount owed by Broker to EAGLE may be offset by EAGLE against funds due Broker.

ARTICLE 8
INDEMNIFICATION

Broker shall indemnify, defend and hold EAGLE harmless from any and all losses, liabilities, expenses, claims, damages, costs, including, without limitation, reasonable attorneys' fees and costs incurred by EAGLE which arise out of, result from or relate to: (a) the breach by Broker of any condition or obligation, or the inaccuracy of any representation or warranty of Broker, contained (i) in this Agreement or the Procedures, or (ii) in any written statement or certificate furnished by Broker pursuant to this Agreement or the Procedures including, without limitation, those arising from any improper origination or processing of any Loan Package; (b) any act or omission of Broker or any employee or agent of Broker which adversely affects any loan application or Loan Package registered with EAGLE or any Mortgage Loan funded by EAGLE; (c) any fraud in connection with a loan application or Loan Package registered with EAGLE or Mortgage Loan funded by EAGLE, regardless of Broker's actual knowledge of such fraud; and (d) any claim by an applicant or borrower regarding an agreement or arrangement, actual or alleged, with Broker, regarding the Loan Package or regarding the resulting Mortgage Loan. Without limiting the foregoing, Broker's obligations under this Article 8 shall include costs and expenses associated with EAGLE's efforts to require Broker to repurchase Mortgage Loans in accordance with Article 7 herein. In all actions with third parties in which EAGLE has the right to be indemnified hereunder, EAGLE shall have the complete and exclusive right to determine the conduct and defense of such legal proceeding or investigation with such third party including, without limitation, the right to compromise, settle, defend or continue any such action.

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Broker Initials _____

ARTICLE 9
TERM: TERMINATION

- 9.1 TERM. The term of this Agreement shall commence as of the date hereof and shall extend until the termination of this Agreement pursuant to the Article. Broker acknowledges that EAGLE may terminate Broker's participation in EAGLE's wholesale lending program, with or without cause, and at EAGLE's sole and absolute discretion, pursuant to this Article. Broker and EAGLE agree that this Agreement does not constitute an obligation or commitment of Broker to submit or deliver any specific Loan Package, or of EAGLE to approve or fund any specific loan or loans under EAGLE's wholesale program.
- 9.2 TERMINATION WITHOUT CAUSE. EAGLE or Broker may terminate this Agreement without cause upon fourteen (14) days written notice to the other party. Such termination shall not in any respect change or modify the obligations of the parties with respect to (a) Loan Packages which have been registered with EAGLE pursuant to Article 2 prior to the date of termination or (b) Broker's obligations under this Agreement accruing prior to the date of termination.
- 9.3 TERMINATION FOR CAUSE, Notwithstanding anything to the contrary herein, EAGLE may terminate this Agreement immediately, upon written notice to Broker, (a) if EAGLE determines that Broker has breached this Agreement or any Loan Package document or Mortgage Loan Document contains a misrepresentation or omission (b) if Broker fails to perform any of its obligations under this Agreement, or (c) if any law makes it unlawful for EAGLE and Broker to do business in accordance with the terms of this Agreement. If EAGLE under this Section 9.3 terminates this Agreement, EAGLE shall have no obligation after the date notice is given to fund any Mortgage Loan, irrespective of whether an application for such Mortgage Loan has been registered with EAGLE.
- 9.4 SURVIVAL; APPLICATION OF REPRESENTATIONS AND WARRANTIES. All of Broker's representations and warranties, Article 7, Article 8, Article 10 and this Article 9 shall survive any termination of this Agreement. All of Broker's representations and warranties shall be fully applicable whether or not EAGLE relies thereon or has knowledge of any facts at variance therewith.
- 9.5 NO OBLIGATION OR LIABILITY. Except as may be expressly otherwise provided for in this Agreement, EAGLE shall have no obligation or liability to Broker or any other individual or entity.

ARTICLE 10
MISCELLANEOUS

- 10.1 ASSIGNMENT. EAGLE shall have the right to assign or transfer this Agreement and its duties, obligations or rights hereunder. Broker may not assign, transfer or subcontract any of its duties, obligations or rights under this Agreement without EAGLE's prior written consent. A change in the ownership of, or merger or consolidation of Broker, or sale by Broker of substantially all of its assets, shall be considered an assignment for purposes of this Agreement. In the event EAGLE assigns any of its rights in the Mortgage Loans closed hereunder, such assignees shall have the same rights as EAGLE with respect to this Agreement.
- 10.2 NOTICES. Any notice or demand shall be in writing and shall be deemed to have been given if either served personally or sent by prepaid, registered or certified mail, return receipt requested, or by overnight courier. Notices shall be addressed to each party as indicated on the page of this Agreement where such party has executed this Agreement. Either party may give notice of its change of address by written notice to the other.
- 10.3 BOOKS AND RECORDS. Broker shall prepare and maintain files of the Loan Packages and all related documents in accordance with applicable guidelines established in the Procedures and applicable Agency guidelines. Broker and EAGLE shall keep and maintain a complete and accurate account, satisfactory to EAGLE, of all funds collected and paid relating to the Loan Packages. Broker shall give EAGLE, its employees, and its representatives, including without limitation, internal and external auditors, quality control auditors, attorneys, and regulatory agency examiners, access upon reasonable notice and during normal business hours, to audit and inspect the broker's files, books, records, reports, statistics and other documents of broker relating to its obligations under this Agreement. In addition, Broker will cooperate with EAGLE, its

EAGLE Initials _____

Broker Initials _____

auditors and or regulatory examiners in any audit of EAGLE and any regulatory examination of EAGLE.

- 10.4 **RELATIONSHIP OF PARTIES.** Except for the limited agency expressly provided for in Section 2.4, neither party is the partner, agent, employee nor representative of the other and nothing in this Agreement shall be construed or deemed to create a partnership, joint venture, agency or employment relationship between EAGLE and Broker. Broker shall conduct business in its own name and not in EAGLE's name. Broker shall not represent that its office is an office, branch or agent of EAGLE or in any other way connected with EAGLE. Broker shall have no authority to sign any documents in behalf of EAGLE. Broker shall be responsible for its overhead and operations costs, payroll costs and all other costs.
- 10.5 **BROKERS.** Each party represents and warrants that there are no claims for brokerage commissions or finders' fees or other claims for money from any agent or similar intermediary in connection with Broker's entering into this Agreement with EAGLE, and each party agrees to indemnify and hold harmless the other party with respect to any and all liability for any such fee or commission which is required to be paid to any such agent or broker.
- 10.6 **NO SOLICITATION.** Broker shall not solicit or assist in the solicitation of any Borrower, or of any borrower under any other mortgage loan previously funded by EAGLE under any prior agreement with Broker (for purposes of this Section 10.6, any such mortgage loan shall also be a "Mortgage Loan") for any purpose including, but not limited to, prepayment, refinance, or modification of any Mortgage Loan. This prohibition or solicitation shall apply for the life of such Mortgage Loan. Nothing in this Section 10.6 will prevent Broker from general solicitation in its marketplace for Mortgage Loans so long as any such general solicitation shall not make use of Mortgage Loan origination information, and provided, further, that Borrowers shall not be targeted for such solicitation as a group.
- 10.7 **EARLY LOAN PAYOFF.** If any Mortgage Loan is paid in full within 180 days of funding, EAGLE will require the Broker to repay any above par pricing (premium) paid to the Broker for the subject Mortgage Loan. Broker shall remit payment to EAGLE within 10 business days of receipt of written notice. Any amount owed by Broker to EAGLE may be offset by EAGLE against funds due Broker.
- 10.8 **CONFIDENTIALITY.** Broker understands that all information provided to Broker in connection with this Agreement, including but not limited to that information contained in the Procedures, is confidential and proprietary to EAGLE. Broker agrees to keep in confidence and not disclose to any third party, duplicate, or use for the benefit of any third party, any such information given to Broker, and agrees to return all documents and other media containing such information to EAGLE upon termination of this Agreement. Broker further agrees not to sell, transfer or otherwise give to any person or firm, or otherwise use, directly or indirectly, any compilation or list of Borrowers. Without limiting the foregoing, Broker shall comply with all applicable federal and state laws regarding the privacy and safeguarding of consumer information, including without limitation the information privacy and safeguarding requirements of the GLBA and applicable regulations and guidelines thereunder.
- 10.9 **ADVERTISING AND TRADEMARK.** Broker shall not engage in any form of advertising whatsoever utilizing either the name of EAGLE or any subsidiary or affiliate of EAGLE or any of the product names, trade names, symbols or trademarks of any of EAGLE's loan products, unless specifically licensed in writing to do so.
- 10.10 **ENTIRE AGREEMENT.** This Agreement, the Procedures, and any other agreement, document or instrument attached hereto or referred to herein or in the Procedures, contain the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Agreement, the Procedures, and any such agreement, document or instrument, the terms conditions and provisions of this Agreement shall prevail.
- 10.11 **MODIFICATION AND WAIVER.** No termination, cancellation, modification, amendment, deletion, addition or other change in this Agreement, or any provision hereof, or waiver of any right or remedy herein provided, shall be effective for any purpose unless specifically set forth in writing signed by an authorized officer of the party or parties to be bound thereby. The waiver of any right or remedy in respect of any one occasion shall not be deemed a waiver of such right or remedy in respect of such occurrence or event on any other

EAGLE Initials _____

Broker Initials _____

occasion. Nothing in this Section 10.11 shall be interpreted to restrict EAGLE's right to modify the Procedures as provided for elsewhere in this Agreement.

- 10.12 MODIFICATIONS OF OBLIGATIONS. EAGLE may, without any notice to Broker, extend, compromise, renew, release, modify, adjust or alter, by operation of law or otherwise, any of the obligations of a Borrower or other persons obligated under a Mortgage Loan without releasing or otherwise affecting the obligations of Broker with respect to such Mortgage Loan or otherwise under this Agreement.
- 10.13 SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions, all of which shall remain in full force and effect, and the parties shall act in good faith to interpret or amend this Agreement so as to reflect the original intent of the parties.
- 10.14 GOVERNING LAW; JURISDICTION. This Agreement shall be governed by, and construed and enforced in accordance with, applicable federal law and the laws of the State of Washington, without reference to the choice of law principles under the laws of the State of Washington. Any action arising out of this Agreement or the transactions contemplated hereby shall be instituted in any state or federal court located in the State of Washington. Further, each party expressly waives any objection which such party may have to the laying of venue of any such action elsewhere and irrevocably submits to the jurisdiction of the courts of Washington.
- 10.15 AGREEMENT FAIRLY CONSTRUED. This Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared this Agreement.
- 10.16 HEADINGS. The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.
- 10.17 GOOD FAITH DEALING. The parties hereto agree to deal in good faith with each other at all times.
- 10.18 EXPENSES, ATTORNEY'S FEES AND COSTS Each party shall pay its own expenses incident to this Agreement and the transactions contemplated hereby, including, but not limited to, all fees of its counsel and accountants, whether or not any of the transactions contemplated shall be consummated. In the event of litigation or arbitration between EAGLE and Broker arising out of the interpretation or breach of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs.
- 10.19 COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
- 10.20 SOLICITATIONS. Broker and its agents and employees agree to receive unsolicited advertisements of products and services, including daily rate sheets that EAGLE may send by fax, email or email from time to time.

EAGLE Initials _____

Broker Initials _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed as of the day and year first above written.

Address of principal office and for Notices:

Attn: _____

BROKER:

(Type/Print Broker Name)
By: _____
(Signature)
Name: _____

Address of principal office and for Notices:

Eagle Funding
301 116 Avenue SE, Suite 400
Bellevue, WA 98004

Attn: David Baker, Vice President

EAGLE

By: _____
(Signature)
Name: _____

Title: _____

EAGLE Initials _____

Broker Initials _____

APPLICATION FOR BROKER APPROVAL

Legal Name of Institution _____

Address of Corporate Office _____

City _____ State _____ Zip Code _____

Primary Contact Person: _____

Telephone Number _____ Fax Number _____

e-mail address: _____

Date of Business Formation: _____ as a _____ Corporation, under the laws of _____

_____ Partnership --- registered in _____

_____ An Individual Proprietorship _____

_____ Other _____

States in which your institution is licensed: _____

Projected annual volume with Eagle Funding: _____

Type of loans delivered to Eagle Funding: _____

Is your institution FHA or VA approved? _____

Previous year total loan production: **Volume:** _____ **Units:** _____

YTD total loan production: **Volume:** _____ **Units:** _____

Has your company ever been suspended, terminated or had any disciplinary action filed against it by FHA, VA, FNMA, FHLMC, a private mortgage insurer, other investor or any kind of regulatory agency, either state or Federal, or any regulatory body?

If yes, or what reason and when? _____

EAGLE Initials _____

Broker Initials _____

Who referred you to Eagle Funding? _____

For reference purposes, please list the name, contact person and telephone number of the three largest lenders with whom you currently do business:

1. _____
2. _____
3. _____

Applicants for mortgage broker approval with Eagle Funding must furnish the following information:

- a) The enclosed Broker Agreement, properly executed
 - b) Application for Broker Approval, fully completed and properly executed
 - c) Fully executed List of Personnel authorized to bind the company
 - d) Fully executed Release of Information Authorization
 - e) IRS form W-9, fully executed
 - f) Corporate Resolution
 - g) Copy of Mortgage Broker License(s), or equivalent, for all applicable states
 - h) Copy of Current State Business License(s) for all applicable states
 - i) E & O Insurance
 - j) Fidelity Bond
 - k) Copy of Quality Control Plan
 - l) YTD internal company financial statements through the most recent quarter end (Profit/Loss and Balance Sheet), signed and dated
 - m) Two most recent years CPA-prepared company financial statements (Audited, Compiled or Tax Returns)
 - n) Articles of Incorporation
 - o) Resumes of all principals
- FHA ONLY**
- p) Evidence of previous HUD approval
 - q) Results of most recent HUD mandated internal QC audits

I hereby affirm that all answers and information submitted in this application are true and correct. I hereby authorize Eagle Funding, at its sole and absolute discretion, to verify the information with any other sources, and hereby waive any cause of action or claim I may have against such sources with respect to any information they may provide. Eagle Funding agrees that any financial information provided by the broker about the brokerage company on this application form will be treated as confidential and not released (except in summary form without any indication of a particular broker) to any third party unrelated to Eagle Funding without first obtaining consent; or pursuant to court order or other legal authority requiring such release. This application does not legally bind a broker to participate in Eagle Funding's program, but indicates intent to participate.

Name of Institution: _____ Date: _____

By: _____ Title _____
(Please type or print)

Signature: _____

EAGLE Initials _____

Broker Initials _____

To Whom it May Concern:

The following is a list of personnel who are authorized to sign and/or bind the company:

Name	Signature	Title	% of Ownership	Date Signed

Company Name: _____

Address: _____

EAGLE Initials _____

Broker Initials _____

RELEASE OF INFORMATION AUTHORIZATION

TO WHOM IT MAY CONCERN

I/We hereby authorize Eagle Funding to verify the credit history of our company and Corporate Officers or owners through a credit-reporting agency of their choice.

Signature

Address

Social Security Number

Date Signed

Signature

Address

Social Security Number

Date Signed

Signature

Address

Social Security Number

Date Signed

Signature

Address

Social Security Number

Date Signed

EAGLE Initials _____

Broker Initials _____

**AGREEMENT FOR ONGOING AGENCY RELATIONSHIP
AND AUTHORIZATION FOR VA AGENTS WORKING WITH
UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC, dba EAGLE FUNDING**

_____ whose address is

(Address)

and originates loans in the following states: _____
requests VA agent status with Eagle Funding located at: 301 116 Avenue SE, Suite 400, Bellevue, WA 98004.

We understand that our function as such agent will include, but is not limited to, taking complete loan applications, provide all necessary and required VA and regulatory forms to the borrower, order credit reports, verification of employment, deposits and any other documents that may be required to approve and close the transaction, and arrange for loan closing and settlement.

We also acknowledge that we will be required to lock all loans through Eagle Funding and notify the borrowers of such locks. All locks must have written confirmation from Eagle Funding, which will be provided in writing by fax or e-mail.

As agent, we understand that it is our responsibility to insure accurate and complete packages to Eagle Funding and to verify all information to be true,

Eagle Funding acknowledges that it shall be their responsibility to reverify the information provided by agent. Eagle Funding will be fully responsible for all acts, errors and omissions on behalf of the agent. It is also understood that the lender, Eagle Funding, can approve or disapprove any and all packages that are submitted to them under this agency agreement. If a loan is not approved, the loan package will be returned to the agent, and Eagle Funding will thereby remove itself from any and all responsibility or liability on said loan.

Name of Company requesting agency status: _____

Address: _____

Phone Number: _____ Print Name of Authorized Signer: _____

I hereby accept the terms of this agreement:

Approved by: Eagle Funding
301 116 Avenue SE, Suite 400
Bellevue, WA 98004

By: _____

By: _____

Title: _____

Title: _____

EAGLE Initials _____

Broker Initials _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ -----	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number										
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

In 3 above, 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.

Note. If 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,