

Thank you for your interest in becoming an approved Loan Correspondent with Kinecta Federal Credit Union. Review the checklist below and provide the requested documentation if it applies to your business. Please contact your Account Executive if you have any questions.

<input type="checkbox"/> All 8 Items	<p>The following documents should be executed by the owner(s). The attached Corporate Resolution (or other appropriate Authorization) should be used to authorize the company to sell serviced-released loans to Kinecta and further indicate the officer(s) authorized to sign on behalf of the company. Two original executed copies of the Correspondent Agreement will need to be provided.</p> <table border="0"> <tr> <td><input type="checkbox"/> Loan Correspondent Application</td> <td><input type="checkbox"/> Acknowledgement Fair Lending Policy</td> </tr> <tr> <td><input type="checkbox"/> Loan Correspondent Agreement</td> <td><input type="checkbox"/> Loan Fraud Zero Tolerance Policy</td> </tr> <tr> <td><input type="checkbox"/> Loan Originator Compensation Addendum</td> <td><input type="checkbox"/> Corporate Resolution or Authorization (as required)</td> </tr> <tr> <td><input type="checkbox"/> Independence Policy</td> <td><input type="checkbox"/> LoanKinection Correspondent Setup Form</td> </tr> </table>	<input type="checkbox"/> Loan Correspondent Application	<input type="checkbox"/> Acknowledgement Fair Lending Policy	<input type="checkbox"/> Loan Correspondent Agreement	<input type="checkbox"/> Loan Fraud Zero Tolerance Policy	<input type="checkbox"/> Loan Originator Compensation Addendum	<input type="checkbox"/> Corporate Resolution or Authorization (as required)	<input type="checkbox"/> Independence Policy	<input type="checkbox"/> LoanKinection Correspondent Setup Form
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<input type="checkbox"/>	<p>Entity Documents – Please provide stamp-filed copies of the following, as applicable: (Corporation - Articles of Incorporation); (LLC - Articles of Organization, or Certificate of Formation); (Limited Partnership - LP1). If doing business under a name different than your registered corporate name, include a copy of your DBA filing. Names must match your application and license. (Include sample signature card)</p>								
<input type="checkbox"/>	<p>Resumes for Owners and Broker of Record – Please provide a resume for each owner (25% or more interest) as well as the Ops Mgr., Underwriting Mgr., and Secondary Marketing Mgr.</p>								
<input type="checkbox"/>	<p>Credit Report – For each owner and broker of record (25% or more interest) dated within 90 days of Correspondent Application. Please provide an explanation for all derogatory credit.</p>								
<input type="checkbox"/>	<p>W-9 Request for Taxpayer ID Number – Complete the enclosed IRS Form W-9 with all required information, sign and return to Kinecta with all items in this checklist.</p>								
<input type="checkbox"/>	<p>Current Financial Statements – Interim Financial Statement (balance sheet and P&L signed by an authorized officer, if audited no signature required) not older than 90 days. Minimum Net Worth of \$350,000.00 required.</p>								
<input type="checkbox"/>	<p>Copy of Warehouse Bank Approvals – If multiple warehouse lines are used, please provide all agreements.</p>								
<input type="checkbox"/>	<p>Bank Wire Instructions – If multiple warehouse lines are used, please provide wiring instructions for all accounts.</p>								
<input type="checkbox"/>	<p>Copy of E&O and Fidelity Bond Coverage – Declaration pages showing coverage amounts and expiration dates. Minimum coverage of \$300,000.00 each.</p>								
<input type="checkbox"/>	<p>Tape Request – Listing of all funded loans for the past 90 days in Excel format sent to pricing@kinecta.org. Please include at a minimum, the following fields: Loan Program; Loan Amount; FICO; LTV; CLTV; DTI; and State where Property is located.</p>								
<input type="checkbox"/>	<p>Copy of Quality Control Plan – Please provide all current QC Policies and Procedures from Guides/Manuals.</p>								
<input type="checkbox"/>	<p>Audited Financial Statements for the last two years – If audited financials are not available please provide the following, depending on your company's formation:</p> <ul style="list-style-type: none"> • Corporations: 2 most recent years' signed federal corporate tax returns • Sole Proprietorships: 2 most recent years' signed federal tax returns • Partnerships: 2 most recent years' signed federal partnership tax returns 								
<input type="checkbox"/>	<p>Primary Contact Information – Please include a list of other employees who will be key contacts for the company. Please include phone numbers and email addresses.</p>								

After completing your application, reviewing the Loan Correspondent Checklist, and providing all required documentation, send your completed package to your Account Executive.



1440 Rosecrans Ave.
 Manhattan Beach, CA 90266
 800.854.4600 • www.LoanKinection.com

Loan Correspondent
APPLICATION

COMPANY INFORMATION	BUSINESS NAME		DBA		ACCOUNT EXECUTIVE		
	STREET ADDRESS			STE #			
	CITY		STATE	ZIP	FORMAT OF BUSINESS <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> C Corp <input type="checkbox"/> S Corp <input type="checkbox"/> LLC		
	PHONE	FAX	STATES LICENSED TO DO BUSINESS IN				
	BROKER MAIN CONTACT		SSN#	PHONE	EMAIL		
	DATE COMPANY FORMED / INCORPORATED		STATE	COUNTY	COMPANY TIN / SSN		
	MERS#:						

PRINCIPALS	1) NAME	TITLE	SSN#	% OF COMPANY OWNERSHIP
	2) NAME	TITLE	SSN#	% OF COMPANY OWNERSHIP
	3) NAME	TITLE	SSN#	% OF COMPANY OWNERSHIP
	4) NAME	TITLE	SSN#	% OF COMPANY OWNERSHIP

WAREHOUSE INFORMATION	BANK:	CONTACT:	LINE AMOUNT:	PHONE:	EMAIL:
	RENEWAL DATE				
	BANK:	CONTACT:	LINE AMOUNT:	PHONE:	EMAIL:

REFERENCES	1) LENDER NAME	CONTACT	PHONE	EMAIL
	2) LENDER NAME	CONTACT	PHONE	EMAIL
	3) LENDER NAME	CONTACT	PHONE	EMAIL

Note: Minimum of 3. Lender Scorecards can be substituted for References.

BRANCH INFORMATION	1) BRANCH NAME		STREET ADDRESS			
	CITY	STATE	ZIP	CONTACT	PHONE	
	2) BRANCH NAME		STREET ADDRESS			
	CITY	STATE	ZIP	CONTACT	PHONE	
	3) BRANCH NAME		STREET ADDRESS			
	CITY	STATE	ZIP	CONTACT	PHONE	

Note: Please list ALL branches in every state you are currently licensed in (if more space is required, please attach additional sheets and include a copy of current license for each state listed).



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APPLICATION

AFFILIATED COMPANIES YES NO

1) COMPANY NAME	TYPE OF BUSINESS	% OF OWNERSHIP	EMAIL
2) COMPANY NAME	TYPE OF BUSINESS	% OF OWNERSHIP	EMAIL
3) COMPANY NAME	TYPE OF BUSINESS	% OF OWNERSHIP	EMAIL

THIRD PARTY VENDORS (e.g. AMCs, Doc Vendor, Credit)

1) COMPANY NAME	SERVICE PROVIDED	PHONE	EMAIL
2) COMPANY NAME	SERVICE PROVIDED	PHONE	EMAIL
3) COMPANY NAME	SERVICE PROVIDED	PHONE	EMAIL

PRODUCTION (previous year and YTD)

Product Type	Loan Volume Previous Year	Loan Volume YTD	# of Loans Previous Year	# of Loans YTD
FHA				
VA				
Conventional				
Super Jumbo				
2 nd Trust Deeds				
TOTALS				

COMPANY HISTORY

If you answer **yes** to any of the questions below, please provide an explanation on a separate sheet, including the dates of any adverse actions; all parties' names; resolution of the matter, case or file numbers; and jurisdiction where the action took place.

YES	NO	QUESTIONS
<input type="checkbox"/>	<input type="checkbox"/>	1) Has your company ever been suspended from selling or submitting loans to a lender?
<input type="checkbox"/>	<input type="checkbox"/>	2) Has your company ever been involved or is currently involved in any litigation?
<input type="checkbox"/>	<input type="checkbox"/>	3) Has your company and/or principals or corporate officers been named as defendant(s) in a criminal proceeding or a complaint/conviction for alleged fraud or misrepresentation in connection with any real estate-related activity?
<input type="checkbox"/>	<input type="checkbox"/>	4) Has your company and/or principals or officers filed for protection from creditors under any provision of the bankruptcy laws within the past seven years?
<input type="checkbox"/>	<input type="checkbox"/>	5) Has your company and/or principals or corporate officers ever had a real estate or other professional license suspended or revoked, or received any other disciplinary action from a regulatory agency?
<input type="checkbox"/>	<input type="checkbox"/>	6) Has any lender enforced the hold harmless or repurchase clause of their correspondent or broker agreement with your company and/or any principals or officers?

I/we certify the above information to be true and correct. The undersigned declares that the foregoing information and all accompanying information are true to the best of his/her knowledge and belief. Kinecta Federal Credit Union is hereby authorized to obtain verification of information from any source (including character and credit references) for each principal in connection with this Correspondent application. The undersigned herein transfers all information to Kinecta.

Signature of Principal / Officer / Member / Partner _____	Date _____	Signature of Principal / Officer / Member / Partner _____	Date _____
Print Name _____		Print Name _____	
Title _____		Title _____	



CORRESPONDENT AGREEMENT

CORRESPONDENT AGREEMENT

by and between

KINECTA FEDERAL CREDIT UNION,
a federal credit union

("Kinecta"),
and

_____,

("Seller"),

Dated _____, 20__



CORRESPONDENT AGREEMENT

THIS CORRESPONDENT AGREEMENT (the "Agreement") is made and entered into as of _____, 20__ by and between KINECTA FEDERAL CREDIT UNION, a federal credit union, with an address at 1440 Rosecrans Avenue, Manhattan Beach, California 90266 ("Kinecta"), and _____, a _____, having its principal office at _____ (the "Seller"), with respect to the following facts:

WHEREAS, the Seller is engaged in the business of originating loans secured by first and second mortgages or deeds of trust on 1-4 family residential dwellings and, from time to time hereafter, wishes to sell the loans, including the servicing rights thereto (hereinafter referred to individually as a "Loan" and collectively as "Loans"), to Kinecta;

WHEREAS, subject to the provisions hereof, Kinecta wishes to purchase Loans from time to time from the Seller;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Section 1. Loan Purchases. Subject to the terms and conditions hereof, from time to time hereafter, Kinecta shall have the right to purchase Loans from the Seller, and the Seller hereby agrees to sell, assign, transfer and convey to Kinecta, without recourse, except to the extent described herein, all right, title and interest of Seller in and to each Loan which is the subject of a Commitment (as hereinafter defined) entered into by the parties. The Loans sold and the loan purchase transactions entered into hereunder shall conform with all applicable provisions and requirements of: (i) this Agreement; (ii) Kinecta's Correspondent Lending Sellers Guide (the "Guide"); (iii) the program announcements issued by Kinecta and sent to the Seller from time to time hereafter (the "Announcements"); and (iv) the loan commitment/lock confirmation (the "Commitment") which Kinecta will issue to the Seller each time Kinecta desires to purchase a Loan or Loans (the Agreement, the Guide, the Announcements and the Commitment, each as may be amended or revised from time to time hereafter as provided for herein, are hereinafter collectively referred to as the "Contract Documents"). All Loan purchases by Kinecta shall be "servicing-released" to Kinecta.

Section 2. Kinecta's Commitment

(a) If the Seller desires to sell a Loan to Kinecta, the Seller shall register the Loan with Kinecta, as described in the Contract Documents. If Kinecta wishes to purchase the registered Loan, Kinecta will issue a Commitment to the Seller to purchase the Loan. Upon the issuance of a Commitment, and subject to the terms and conditions of the Contract Documents, Kinecta shall be obligated to purchase the Loan from the Seller subject to the terms and conditions of the Contract Documents and the Seller shall be obligated to sell the Loan to Kinecta.

(b) Kinecta's obligation to purchase any Loan is conditioned upon the approval of the Loan by Kinecta and Seller's compliance with all applicable requirements set forth in the Contract Documents.

Section 3. Purchase Price. The purchase price for a Loan shall be as set forth in the Guide. The purchase price for any Loan shall be paid to the Seller upon receipt and approval by Kinecta of the loan file as outlined in the Contract Documents for the purchased Loan (a "Loan File"). Notwithstanding any provision in this Agreement to the contrary, Loans purchased under this Agreement may not be subject to any risk sharing agreement between the originator and any mortgage insurance company, and the Seller shall cause any Loan subject to such an arrangement to be released from said arrangement prior to the sale of the Loan to Kinecta.



CORRESPONDENT AGREEMENT

Section 4. Seller's General Representations and Warranties. The Seller hereby represents and warrants to Kinecta, as of the date hereof, as of the date of the issuance of each Commitment, and as of each "Purchase Date" (Purchase Date shall mean the date on which the purchase price for the Loan is paid), as follows:

(a) **Seller.** The Seller is a financial institution or other entity which is supervised or examined by a federal or state authority, or is a Federal Housing Administration ("FHA") approved mortgagee and/or an approved Federal National Mortgage Association ("FNMA") or Federal Home Loan Mortgage Corporation ("FHLMC") Seller/Servicer in good standing;

(b) **Organization and Good Standing.** The Seller is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization, qualified to do business in all states in which it carries on its business, has the corporate power and authority to perform its obligations under this Agreement, and has duly authorized, executed and delivered this Agreement;

(c) **Seller Licensing.** The Seller holds all applicable federal, state, local and other licenses or permits (including, without limitation, a real estate broker license, if applicable), authorizations and approvals, including, without limitation, the authorizations and approvals of FHA, HUD, FNMA, FHLMC, and USDA, as are reasonably necessary to perform its obligations under this Agreement in compliance with applicable federal and state law and secondary market requirements, is not in violation of any of the requirements of any such licenses, permits, authorizations and approvals, and has not received any notice of proceedings relating to the revocation or modification of any such license;

(d) **Binding Obligation.** This Agreement is the legal, valid and binding obligation of the Seller, enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable liquidation, conservatorship, bankruptcy, insolvency, rearrangement, moratorium, reorganization or similar debtor relief affecting the rights of creditors generally;

(e) **No Default.** Seller is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or governmental agency, which default would materially and adversely affect the condition (financial or other) or operations of Seller or its properties or would materially adversely affect its performance hereunder;

(f) **No Action.** There is no action, suit, investigation, or proceeding pending or, to the best of the Seller's knowledge, threatened against the Seller which, individually or in the aggregate, may have a material adverse effect on this Agreement or on any action taken or to be taken in connection with the Seller's obligations contemplated herein, or which would be likely to impair materially its ability to perform under the terms of this Agreement;

(g) **No Consents.** No consent, approval, authorization or order of, registration or filing with, or notice to, any governmental authority or court is required (except with respect to the recordation of the assignment of the mortgages or deeds of trust) under federal laws, or the laws of any jurisdiction, for the execution, delivery and performance of, or compliance by the Seller with, this Agreement or the consummation of any other transaction contemplated hereby;

(h) **Accuracy of Information.** All information and documentation given at any time to Kinecta by the Seller or its agents, in connection with this Agreement is true and correct as of the date it is given and the Seller will promptly inform Kinecta of any material change involving any previously submitted information or documentation;

(i) **No Material Misstatements.** No representation, warranty or written statement made by or on behalf of the Seller in this Agreement, or in any schedule, exhibit, report, written statement, certificate or other document furnished by the Seller in connection with the transactions contemplated herein, or with respect to any Loans, contains or will contain any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading;



CORRESPONDENT AGREEMENT

(j) No Adverse Selection. Seller has not used any means to adversely select Loans for sale from the rest of Seller's portfolio which is not the subject of the sale, including without limitation, identifying Loans subject to additional levels of risk to Kinecta which risks are known to Seller but not disclosed to Kinecta;

(k) No Violations. Neither the execution and delivery of this Agreement nor the carrying out of the transactions contemplated hereunder will result in any violation, termination, or modification of, or be in conflict with, the articles of incorporation or bylaws of Seller, any terms of any material contract or other instrument to which Seller is a party, or any law, rule, regulation, judgment, decree, or order applicable to Seller, which conflict, breach, default, or violation would have a material adverse effect on the ability of Seller to comply with this Agreement or the transactions contemplated hereby; and

(l) Compliance with Rules. Seller is in full compliance with all applicable federal and state regulatory capital requirements. Seller is not operating under any order by any federal or state agency regulating its activities that would restrict its ability to enter into or perform this Agreement.

Section 5. Seller's Representations and Warranties as to the Loans. Despite any advance review of any Loan by Kinecta, the Seller shall not be released from any of the following representations and warranties and the Seller hereby further represents and warrants as follows, with respect to each Loan sold to Kinecta by it, as of each Purchase Date:

(a) Seller as Originator; MERS. The Loan was originated by the Seller (or by a subsidiary of the Seller, provided the subsidiary is approved by Kinecta), and not by any third party originator or broker. The Loan was registered on the MERS system at origination or has been designated or will designate MERS as the record mortgagee, as nominee for Kinecta, in accordance with the Contract Documents;

(b) Compliance with Laws. The Loan was originated, closed, funded and transferred to Kinecta in full compliance with all applicable federal, state and local laws and regulations, including, without limitation, the Real Estate Settlement Procedures Act, Truth-in-Lending Act, Equal Credit Opportunity Act, Fair Housing Act, Home Mortgage Disclosure Act, Soldiers' and Sailors' Relief Acts, Patriot Act, Anti-Money Laundering Act, Regulation A/B, the Securities Exchange Act of 1934, as amended, and any and all other consumer protection and applicable disclosure requirements. The Loan and the loan purchase transaction to be consummated in connection therewith conform with all applicable provisions and requirements of the Contract Documents. Without limiting the foregoing, Seller has disclosed to borrower as required by applicable law all compensation paid to Seller in connection with the origination and sale of a Loan;

(c) Government Loans. Each Government Loan conforms with all applicable FHA underwriting, lending, selling and servicing requirements and with all GNMA requirements for the inclusion of the Loan in a GNMA MBS pool, and the Seller will comply with all documentation requirements of Kinecta and the document custodian within the time limitations described in the Contract Documents. If a Commitment requires the loan to be FHA-insured, the Loan is fully eligible for FHA insurance and is, or within 60 days after disbursement of the proceeds by the Seller will be, fully insured by the FHA;

(d) Conventional Loans. Each Conventional Loan conforms with all applicable requirements of Kinecta, Agencies or applicable Investor, including, but not limited to, all requirements for the inclusion of such Conventional Loans in any pool of loans or private security as designated by Kinecta, FHLMC Guarantor Program and the FNMA Mortgage-Backed Security Loan Program, and each Conventional Loan conforms with all pooling requirements of the Agency or Investor. The Seller will comply with all documentation requirements of Kinecta and the document custodian within the time limitations described in the Contract Documents. If a Commitment requires the Loan to be insured by a policy of private mortgage insurance, the Loan is fully eligible and qualified to be insured by such policy of private mortgage insurance, such policy is in full force and effect, and no event or condition exists which could give rise to or result in a revocation of or defense to the policy;



CORRESPONDENT AGREEMENT

(e) No Encumbrances. Immediately prior to the transfer of the Loan to Kinecta, Seller is the sole owner of each Loan, with good and marketable title to the Loan, and has full right, title and authority, subject to no interest or participation of, or agreement with, any other party (other than a warehouse lender whose identity has been made known to Kinecta), to sell, transfer and assign the Loan to Kinecta, and there has been no other sale, transfer, or assignment of security interest granted by the Seller to any other party, nor are there any other restrictions limiting the transfer of the Loan;

(f) Loan Terms; Late Charges; Escrows. The payment due date of the Loan is the first day of the month, interest on the Loan is computed in arrears with payments (which may be reset periodically in accordance with the Loan documentation) sufficient to fully amortize the Loan (if applicable to the Loan) by the stated maturity date over an original term as set forth in the Loan documentation from commencement of amortization, the late charge on the Loan is the lesser of five (5) percent of the monthly payment or the amount permitted under state law, and the borrower is required to make monthly escrow payments (unless waived by Kinecta) for real estate taxes and insurance premiums unless restricted by law in the state where the Loan was originated. No Loan has a demand for payoff outstanding as of the Purchase Date;

(g) Proceeds. The proceeds of the Loan have been fully disbursed, there is no requirement for future advances thereunder, any and all requirements as to completion of any on-site or off-site improvements have been complied with, any disbursements of any escrow funds have been made, all costs, fees and expenses incurred in making or closing the Loan and recording the mortgage or deed of trust have been paid, the mortgage insurance premium has been paid as applicable, and the mortgagor is not entitled to any refund of any amounts paid or due under the note or the mortgage or deed of trust;

(h) No Delinquencies. As of the date of delivery of the Loan File, the Loan is current and all payments have been made within the month such payments were due. To the best of the Seller's knowledge, there is no default, breach, violation or event of acceleration existing under the mortgage or deed of trust or the note and no event which, with the passage of time or with any notice and the expiration of any grace or cure period, would constitute a default, breach, violation or event of acceleration under the mortgage or deed of trust or the note;

(i) Defenses. There is no right of rescission, offset, defense (including the defense of usury) or counterclaim to the note or mortgage or deed of trust securing the note, including the obligation of the mortgagor to pay the unpaid principal and interest on such note, arising from the acts and/or omissions of the Seller in the origination, processing, or closing of the Loan, or otherwise. As of the date of purchase of the Loan, there are no mechanics' liens or other claims or encumbrances that affect the lien priority of the mortgage or deed of trust relating to the Loan;

(j) Taxes, Assessments, Insurance Premiums, and Other Charges. There are no delinquent tax or assessment liens, ground rents, sewer charges, insurance premiums, leasehold payments, including assessments payable in future installments, or other outstanding charges affecting or against the property securing the Loan, and the Seller has paid all property tax bills which are or will become due within 30 days of the Purchase Date of the Loan by Kinecta;

(k) Seller Advances. The Seller has not, and to the best of the Seller's knowledge no person has, advanced any funds for and on behalf of a mortgagor for the purpose of enabling the mortgagor to make any required payments of principal or interest on the Loan, or any tax, insurance, special assessment, sewer, utility or similar payments with respect to the property securing the Loan, and no subordinate financing was used in the mortgagor's acquisition of the property securing the Loan other than subordinate financing acceptable to Kinecta, FNMA, FHLMC, GNMA, HUD or applicable Investor pursuant to their requirements in effect at the time of purchase of the Loan by Kinecta;



CORRESPONDENT AGREEMENT

(l) Origination and Servicing Practices. The origination, servicing and collection practices used by Seller with respect to the Loan comply with the terms of the Contract Documents and all applicable state and federal law and investor or insurer guidelines, and have been, in all respects, legal and proper. With respect to escrow payments, all such payments are in the possession of the Seller and there exists no deficiencies in connection therewith for which customary arrangements for repayment thereof have not been made. No escrow payments or other charges or payments due the Seller have been capitalized under the mortgage or deed of trust or the note;

(m) No Proceedings. As of a Purchase Date, to the best of Seller's knowledge, there are no proceedings or investigations pending or threatened before any court or governmental body (i) asserting the invalidity of the Loan, (ii) asserting the bankruptcy or insolvency of a borrower, (iii) seeking to prevent payment and discharge of the Loan, or (iv) seeking any determination or ruling that might materially and adversely affect the validity or enforceability of the Loan;

(n) Enforceability. The original note and the mortgage or deed of trust are genuine and each is the sole legal, valid and binding obligation of the maker thereof, enforceable in accordance with their respective terms. All parties to the note and the mortgage or deed of trust had the legal capacity to execute and deliver the note and the mortgage or deed of trust, and the note and the mortgage or deed of trust have been duly and properly executed by such parties. The note is not and has not been secured by any collateral except the related mortgage or deed of trust;

(o) No Modification. The terms of each note and mortgage or deed of trust have not been impaired, waived, altered or modified in any respect, except by a written instrument which has been recorded, if necessary, to protect the interest of Kinecta, and which have been delivered to Kinecta or Kinecta's designee. The substance of any such waiver, alteration or modification has been approved by the issuer of any related private mortgage insurance policy, and by the title insurer to the extent required by the title insurance policy. No mortgagor has been released in whole or in part, except in connection with an assumption agreement approved by the issuer of any related private mortgage insurance policy, and by the title insurer to the extent required by the title policy;

(p) Acceleration. The mortgage or deed of trust contains a provision for the acceleration of the payment of the unpaid principal balance of the note in the event that the property securing the Loan is sold or transferred without the prior written consent of the mortgagee thereunder, unless otherwise permitted in accordance with the terms of the Contract Documents;

(q) No Satisfaction. The mortgage or deed of trust has not been satisfied, canceled, subordinated or rescinded, in whole or in part, and the property securing the Loan has not been released from the lien of the mortgage or deed of trust, in whole or in part, nor has any instrument been executed that would effect any such release, cancellation, subordination or rescission, except as permitted by Kinecta, FNMA, FHLMC, GNMA, FHA or Investor applicable guidelines and except which does not materially and adversely affect the value of the property securing the Loan;

(r) Trustee. In the event the Loan is secured by a deed of trust, a trustee, duly qualified under applicable law to serve as such, has been properly designated and currently so serves and is named therein, and no fees or expenses are or will become payable by Kinecta to the trustee under the deed of trust, except in connection with a trustee's sale after default by the mortgagor;



CORRESPONDENT AGREEMENT

(s) First Lien Priority, Title Insurance. Each mortgage or deed of trust is a valid and enforceable first lien on the property securing the Loan and is insured by (i) an American Land Title Association ("ALTA") lenders' loan title insurance policy issued by an underwriter acceptable to Kinecta or (ii) the type of policy uniformly acceptable where ALTA policies are not available, which policy is subject only to the lien of current real estate taxes and assessments, and covenants, conditions and restrictions, rights of way, easements and other matters of public record as of the date of recording of such mortgage or deed of trust, such exceptions appearing of record and being acceptable to mortgage lending institutions generally or specifically reflected in the survey of the property securing the Loan. The title insurance policy relating to the Loan is in full force and effect and will be in force and effect upon the consummation of the transactions contemplated by this agreement. No claims have been made under such title insurance policy;

(t) Residential Property. The property securing the Loan consists of a single parcel of real property with a single family residence erected thereon, or a two-to-four family dwelling, an individual condominium unit, or an individual unit in a planned unit development. A property consisting of more than one parcel will be considered on a case-by-case basis. Such property meets the criteria for eligible property described in the Contract Documents. No portion of the property securing the Loan is used for commercial purposes;

(u) No Damage. The property securing the Loan is free of damage, waste and environmental hazards; the property and its improvements are not in violation of any applicable zoning law or regulation, and there is no proceeding pending for the total or partial condemnation thereof;

(v) Insurance. The property securing the Loan is insured by a hazard insurance policy meeting the standards as described in the Contract Documents, is issued by an insurer acceptable to Kinecta, and names the Seller, Kinecta or the assignee, in the mortgagee clause. The mortgage or deed of trust obligates the mortgagor thereunder to maintain the hazard insurance policy at the mortgagor's cost and expense, and on the mortgagor's failure to do so authorizes the holder of the mortgage to obtain and maintain such insurance at such mortgagor's cost and expense, and to seek reimbursement from the mortgagor. The Seller has not engaged in, and has no knowledge of the mortgagor's having engaged in, any act or omission which would impair the coverage of any such policy, the benefits of the endorsement provided for herein, or the validity and binding effect of the policy. If the property is located in a flood hazard area, the property is insured by a flood insurance policy acceptable to Kinecta, and all federal, state and local requirements with respect to both hazard and flood insurance have been complied with in all material respects;

(w) No Impairment. No action, error, omission, misrepresentation, negligence, fraud or similar occurrence with respect to the Loan has taken place on the part of any person, including, without limitation, the mortgagor, any appraiser, any builder or developer or insurer or any party involved in the origination of the Loan or in the application for any insurance relating to such Loan that might result in a denial, failure or impairment of full and timely coverage under any insurance policies required to be obtained or any pool insurance policy covering the Loan;

(x) Appraisal. The Loan File includes an appraisal setting forth an appraised value of the property securing the Loan (the "Appraised Value"), signed prior to the approval of the Mortgage Loan application by an appraiser who meets the requisite qualifications for appraisers established by the Financial Institutions Reform, Recovery, and Enforcement Act ("FIRREA"), as amended, duly appointed by the originator, who had no interest, direct, or indirect in the property or in the Loan made on the security thereof, and whose compensation is not affected by the approval or disapproval of the Loan. Such appraisal is in a form in compliance with FIRREA, as amended, with such riders as are acceptable under FIRREA, as amended, as the case may be. The appraisal used in connection with the origination of the Loan was ordered, performed and rendered in accordance with the requirements of all applicable laws and regulations, and, where applicable, in compliance with the Home Valuation Code of Conduct, the 2010 Appraisal Independence Requirements, and/or FHA requirements, relating to the origination of the Loan and the purchase of the Loan by Kinecta, including, but not limited to, the provisions of FIRREA and USPAP Guidelines.



CORRESPONDENT AGREEMENT

(y) Improvements. Seller has no knowledge that any improvement located on or being part of the Property is in violation of any applicable zoning law or regulation. Except as set forth in the Contract Documents, all improvements that were included in the determination of the appraised value of the property securing the Loan lie wholly within the boundaries and building restriction lines of the property, and no improvements on adjoining properties encroach upon the property securing the Loans;

(z) Investor Adequacy. There are no circumstances or conditions that may cause any Investor to regard such Loan as an unacceptable investment, cause such Loan to become delinquent, or adversely affect the value or marketability of such Loan;

(aa) Loan Information. The information with respect to the Loan provided by Seller to Kinecta is true and correct in all material respects as of the Purchase Date;

(bb) No Defaults. There is no default, breach, violation, or event of acceleration existing under the note or mortgage and no event which, to the best of Seller's knowledge, with the passage of time or with notice and the expiration of any grace or cure period, would constitute a default, breach, violation, or event of acceleration, and Seller has not waived any default, breach, violation, or event of acceleration;

(cc) Occupancy and Licensing. To the best of Seller's knowledge, after reasonable inquiry and investigation, the mortgaged property is lawfully occupied under applicable law;

(dd) Loan Documents. With respect to each Loan, Seller has delivered to Kinecta the complete Loan Documents.

(ee) Assignment in Recordable Form. If the loan is not MERS Eligible, to the best of Seller's knowledge, after reasonable inquiry and investigation, any assignments from Seller are in recordable form and acceptable for recording under the laws of the jurisdiction in which the mortgaged property is located;

(ff) No Hazardous Materials. To Seller's knowledge, neither the borrower of the Loan nor any previous owner, tenant, occupant or user of any mortgaged property, or any property adjacent thereto, used, generated, released, discharged, stored or disposed of any hazardous material on, under, in, or about any mortgaged property in violation of any applicable law, or any property adjacent thereto, or transported any hazardous materials to or from any mortgaged property, or any property adjacent thereto in violation of any applicable law;

(gg) Membership. Each borrower of the Loan is a member of Kinecta Federal Credit Union as of the Purchase Date.

(hh) Disclosures. For each individual Loan, the applicable borrower has executed appropriate documents acknowledging that it has received all necessary disclosures required by all laws;

(ii) No Mortgage Brokers. No mortgage brokers or other consultants or finders were consulted or contacted in connection with or in bringing about the Loan or the applicable Loan sale transaction hereunder that would be due a fee, except as disclosed on the final HUD-1 Settlement Statement;

(jj) Seller Compensation. Seller has not received any fee or other compensation except as permitted by applicable law and regulation, and that it has disclosed any fee or other compensation in writing to the borrower and Kinecta as required by applicable law and regulation;



CORRESPONDENT AGREEMENT

(kk) High Cost/Predatory Loans. Each loan sold to Kinecta is not a “high cost loan” or “predatory loan” as defined by applicable federal, state, or local law;

(ll) Transfer of Assets. As of the applicable Purchase Date, Seller has caused its books and records with respect to the Loan sold under this Agreement to be marked to indicate that the Loan has been sold to Kinecta;

(mm) Fair Consideration. In the opinion of Seller, Seller has received fair consideration and reasonably equivalent value in exchange for the sale of the Loan pursuant to this Agreement; and

(nn) Correspondent Seller Guide. The Guide is incorporated into this Agreement by reference and Seller agrees to make all representations and warranties contained in the Guide in addition to and not in place of all the representations and warranties made by Seller under this Agreement. The Seller agrees to perform all the covenants contained in the Guide in addition to and not in place of the covenants to be performed by the Seller under this Agreement. The Seller also agrees to comply in all respects with the requirements of the Guide. In the event of a conflict or inconsistency between this Agreement and the Guide, the terms of this Agreement shall control unless expressly stated to the contrary in this Agreement or there shall occur a subsequent amendment to the Guide as permitted pursuant to Section 21 hereof.

Survival of Representations and Warranties. Each of the above representations and warranties (i) applies to all Loans sold by Seller to Kinecta, (ii) is for the benefit of Kinecta and its successors and/or assigns, (iii) continues in full force and effect for so long as the Loan remains outstanding and for such time that Kinecta is subjected to any risk of loss or liability as to any Loan purchased from Seller, and (iv) is in addition to any specific representation and warranties contained elsewhere herein.

Section 6. Loan Repurchase.

(a) In addition to any other remedies to which Kinecta may be entitled, Seller agrees to repurchase any Loan upon demand in the following circumstances:

a. The Seller breaches any representation, warranty or covenant in this Agreement, or a Loan otherwise fails to conform with the applicable requirements for such Loan as set forth in the Contract Documents;

b. a complete Loan File is not submitted to Kinecta within 120 days from the disbursement date of the Loan, which Loan File contains all of the documents required by the Contract Documents;

c. a loan documentation problem exists which occurred prior to the Purchase Date with respect to that particular Loan, regardless of when the defect was discovered;

d. any of the first six payments due Kinecta after the Purchase Date of the Loan becomes sixty (60) days or more delinquent;

(b) In the event of a repurchase demand from an Agency or Investor, the Seller may ask Kinecta to submit further information to the Agency or Investor and to request that the Agency or Investor reconsider the repurchase request. Kinecta may make such request on the Seller behalf unless Kinecta believes in good faith that there is no basis to request reconsideration or that such request would be injurious to its business relationship with the Agency or Investor. Kinecta's determination with respect to any such submission shall be final.



CORRESPONDENT AGREEMENT

(c) The repurchase price for a Loan subject to a repurchase obligation shall be as follows:

- (i) The original purchase price, less principal reduction since the original purchase of the Loan by Kinecta; plus
- (ii) All interest accrued but unpaid on the principal balance on the Loan from the paid-to-date of the Loan through and including the repurchase date; plus
- (iii) Any Yield Spread or Servicing Released premium paid by Kinecta with respect to the original purchase of the Loan; plus
- (iv) Any unreimbursed advances of taxes or insurance made by Kinecta or on behalf of Kinecta with regard to the Loan as of the repurchase date; plus
- (v) Any unreimbursed advances made under the applicable Loan documents to enforce the Loan documents, or protect the security of the Loan or otherwise; less

(vi) Any proceeds of mortgage insurance with respect to the Loan collected by Kinecta. The Seller shall repurchase the Loan within thirty (30) business days after the receipt by Seller of a written demand to repurchase. Kinecta may, at its option, exercise its right to offset and withhold the payment of any monies due Seller from the Loan purchase price for subsequent Loans until such time as the Seller has complied with all outstanding demands for repurchase and provided all delinquent loan documentation.

(d) In the event a "make whole" or repurchase demand from an Agency or Investor occurs as a result of a breach of any representation, warranty or covenant in this Agreement or the failure of a Loan to conform to the applicable requirements for such Loan as set forth in the Contract Documents, Seller shall remit the entire "make whole" or repurchase payment plus any additional fees as outlined in the Guide no later than thirty (30) calendar days after the receipt by Seller of a written demand for payment of the "make whole" or repurchase amount.

(e) In the event that any Loan purchased by Kinecta hereunder is paid in full within 90 days of the date such Loan was purchased by Kinecta, the Seller hereby agrees to repay to Kinecta the gross premium portion of the purchase price paid by Kinecta (gross premium equals the amount paid by Kinecta that exceeds the Loan amount).

Section 7. Damages for Failure of Delivery. If the Seller fails to deliver a Loan to Kinecta within the time requirements applicable to the Loan as set forth in the Contract Documents, the Seller shall pay to Kinecta, as damages, in addition to such other amounts as may be due to Kinecta under other sections of this Agreement, the applicable amount which is described in the Contract Documents. Such amount shall be paid to Kinecta not later than ten (10) business days after receipt of written demand therefore by the Seller.



CORRESPONDENT AGREEMENT

Section 8. Indemnification.

(a) The Seller hereby agrees to indemnify, defend and hold Kinecta and its officers, directors, employees and representatives harmless from and against any and all claims, losses, expenses, costs, obligations and liabilities, including reasonable attorney's fees and expense, which result or arise from (i) the breach of any representation or warranty of the Seller or default in the performance of any covenant of the Seller, contained in this Agreement or the Contract Documents, (ii) any Loan that fails to conform with the applicable requirements established by Kinecta, (iii) the Seller's failure to deliver the Loan File within the time period required by the Contract Documents, (iv) a Loan that is not eligible for sale or pooling by Kinecta, or (v) the origination or servicing (prior to transfer of servicing to Kinecta) of the Loan, including, but not limited to, losses incurred from the withdrawal or reduction of insurance by the FHA, or any mortgage insurance company on any Loan, losses resulting from the violation of any local, state or federal law, losses caused by errors in servicing, and losses resulting from missing or incorrect loan documentation.

(b) Upon receipt of notice of any claim, demand or assessment from a third party of the commencement of any suit, action or proceeding in respect of which indemnity may be sought on account of an indemnity agreement contained in this Section, Kinecta will give written notice thereof, within sufficient time to allow Seller to respond to such claim or answer or otherwise plead in such action and Seller shall immediately undertake the defense thereof. Except to the extent that the Seller is prejudiced thereby, the failure of Kinecta to so notify the Seller of the same shall not relieve the Seller from any liability which it may have to Kinecta in connection therewith on account of the indemnity agreement contained in this Section. Kinecta may, but shall not be obligated to, participate in any such action. After notice from the Seller to Kinecta of its election to so assume the defense, conduct or settlement thereof the Seller shall proceed diligently to fulfill its obligations to defend and pay the cost thereof and keep Kinecta informed of the progress thereof.

Section 9. Kinecta's Right of Offset. In addition to those rights set forth in Section 6 hereof, in the event that the Seller fails to pay Kinecta any sums which are owed to Kinecta by the Seller pursuant to the terms of this Agreement or any other loan purchase agreement between the Seller and Kinecta (including Kinecta's predecessors and affiliates), Kinecta shall be permitted to offset such sums from any amounts due to the Seller pursuant to the terms of this Agreement.

Section 10. Dispute Resolution.

(a) Any controversy regarding any provision of this Agreement, any Exhibit, or Addendum hereto, shall be submitted to binding arbitration in accordance with the then existing rules of the American Arbitration Association. Any award made by the American Arbitration Association may be enforced as a final judgment in any court of competent jurisdiction. The site for said arbitration shall be Los Angeles County, California.

(b) The arbitration shall be heard before an arbitrator mutually agreeable to by the parties; provided, that if the parties cannot agree on the choice of arbitrator within ten (10) days after the first party seeking arbitration has given written notice, then the arbitration shall be heard by three (3) arbitrators, one (1) chosen by each party, and the third chosen by those two (2) arbitrators. The arbitrators will be selected from a panel of persons having experience with and knowledge of the mortgage lending industry and at least one (1) of the arbitrators selected will be an attorney.

(c) The arbitrator shall award costs, including without limitation, reasonable attorneys' fees and expert witness costs, to the prevailing party, if any, as determined by the arbitrator in his discretion. The arbitrator's fees and costs shall be paid by the non-prevailing party as determined by the arbitrator in his discretion. A party shall be determined by the arbitrator to be the prevailing party if its proposal for the resolution of the dispute is the closer to that adopted by the arbitrator.



CORRESPONDENT AGREEMENT

Section 11. Termination.

(a) Kinecta may, in its sole discretion and upon seven (7) calendar days' prior written notice to the Seller, terminate its obligations hereunder without liability whatsoever to the Seller or any other person for claims, losses, expenses, costs, obligations and liabilities arising directly or indirectly therefrom. In the event of such termination, at Kinecta's option, the Seller shall nevertheless deliver to Kinecta all the Loans for which Commitments have been issued by Kinecta. Such termination shall not affect the Seller's duties and obligations with regard to any Loans purchased by Kinecta prior to the date of termination.

(b) Kinecta may, in its sole discretion, immediately terminate its obligations hereunder without liability whatsoever to the Seller or any other person for claims, losses, expenses, costs, obligations and liabilities arising directly or indirectly therefrom, in the event of (i) the Seller's breach of any representation or warranty or default in the performance of any covenant in this Agreement or in any other loan purchase agreement between the Seller and Kinecta (including Kinecta's predecessors and affiliates) or (ii) Kinecta in the exercise of its commercially reasonable judgment determines that Seller has acted in any manner (whether related to this Agreement or otherwise) that might place Kinecta at risk should it continue to purchase Loans from Seller. In the event of termination pursuant to the terms of this Section 11(b), Kinecta may, at its option, either: (i) refuse to accept delivery of any additional Loans for which Commitments have been issued, or (ii) require the Seller to deliver the additional Loan(s) which Kinecta has committed to purchase and withhold the payment of any Gross Premium (including, without limitation, any servicing Released Premium) for such Loan(s) until such time as the Seller has fully performed all of its duties and obligations as to all Loans sold to Kinecta hereunder.

Section 12. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of laws principles. Subject to Section 10 above, any and all actions with respect to this Agreement shall be brought in a court of competent jurisdiction located in Los Angeles, California.

Section 13. Attorneys' Fees.

In the event either party shall find it necessary to seek a provisional remedy to protect its rights or property pending the establishment of the arbitration panel or its determination of the merits of the controversy, the prevailing party in such action shall be entitled to recover from the losing party the prevailing party's reasonable attorneys' fees and court costs in connection therewith.

Section 14. Notices.

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or delivered by overnight courier.

- (a) if to the Seller:
 - XXX
 - XXX
 - XXX
 - Attention: [_____]
 - Telephone: [_____]
 - Fax: [_____]

or such other address as may hereafter be furnished to Kinecta in writing by the Seller;



CORRESPONDENT AGREEMENT

(b) if to Kinecta

Kinecta Federal Credit Union
Attention: Correspondent Lending Division
2100 Park Place
El Segundo, CA 90245

or such other address as may hereafter be furnished to Seller in writing by Kinecta.

Section 15. Solicitation of Mortgagor.

The Seller agrees that, from and after the Closing Date, it will not take any action or permit or cause any action to be taken by any of its agents or affiliates, or by any independent contractors on the Seller's behalf, to personally, by telephone or mail, solicit the borrower under any Loan for the purpose of refinancing, in whole or in part, or offering other loans. It is understood and agreed that all rights and benefits relating to the solicitation of any Mortgagors and the attendant rights, title and interest in and to the list of such Mortgagors and data relating to the Mortgages (including insurance renewal dates) shall be transferred to Kinecta pursuant to the Contract Documents and the Seller shall take no action to undermine these rights and benefits. For the avoidance of doubt, the Seller agrees that Kinecta has the express right to market, offer and sell any services and products to the Mortgagors. Notwithstanding the foregoing, it is understood and agreed that promotions undertaken by Seller or any affiliate of the Seller which are directed to the general public at large shall not constitute solicitation under this Section.

Section 16. Confidential Information.

(a) The term "Confidential Information" shall mean: (a) this Agreement and all proprietary information, data, trade secrets, business information and other information of any kind whatsoever that Kinecta discloses, in writing, digitally, orally or visually, to the Seller or to which Seller obtains access in connection the negotiation and performance of this Agreement, and which (b) relates: (i) to Kinecta or its customers/members; or (ii) third-party vendors or licensors who have made confidential or proprietary information available to Kinecta or Seller. Confidential Information shall include Consumer Information (as defined below).

(b) The Seller acknowledges that Kinecta has a responsibility to its members to keep non-public personal information, as defined in Gramm-Leach Bliley Act, 15 U.S.C. 6801 et seq. and other privacy laws as applicable (the "Privacy Laws"), belonging to Kinecta's customers/members and information about their accounts ("Consumer Information") strictly confidential. In addition to the other requirements set forth in this Section regarding Confidential Information, Consumer Information shall also be subject to the additional restrictions set forth in this Subsection. The Seller shall not disclose or use Consumer Information other than to carry out the purposes for which such Consumer Information has been disclosed to the Seller. The Seller shall not disclose any Consumer Information other than on a "need to know" basis and then only to: (a) affiliates of Kinecta; (b) its employees or officers; (c) affiliates of the Seller provided that such affiliates shall be restricted in use and redisclosure of the Consumer Information to the same extent as the Seller; (d) to subcontractors provided that such subcontractors shall have entered into a confidentiality agreement no less restrictive than the terms hereof; (e) to independent contractors, agents, experts and consultants hired or engaged by Kinecta, provided that all such persons are subject to a confidentiality agreement which shall be no less restrictive than the provisions of this Section; or (f) pursuant to the exceptions set forth in 15 U.S.C. § 6802(e) and accelerating regulations which disclosures are made in the ordinary course of business. The restrictions set forth herein shall apply during the term and after the termination of this Agreement.



CORRESPONDENT AGREEMENT

(c) In the event Seller or anyone to whom Seller transmits Confidential Information becomes legally compelled to disclose Confidential Information, Seller shall provide Kinecta with prompt written notice thereof so that Kinecta may seek a protective order or other appropriate remedy. The Seller shall cooperate with Kinecta in its efforts to obtain such remedies, but the Seller shall not be required to undertake litigation or legal proceedings in its name. If the Seller is legally obligated to disclose any Confidential Information, the Seller shall furnish only the portion of the Confidential Information which is legally required and will exercise reasonable efforts to assure that confidential treatment will be accorded such Confidential Information.

(d) With the exception of the obligations related to Consumer Information, the obligations of confidentiality in this Section shall not apply to any information which (a) the Seller rightfully has in its possession when disclosed to it by Kinecta; (b) information which the Seller independently develops; (c) information which is or becomes known to the public other than by breach of this Section; or (d) information rightfully received by the Seller from a third party without the obligation of confidentiality.

(e) Neither Kinecta nor the Seller shall issue any media releases, public announcements and public disclosures, relating to this Agreement or use the name or logo of the other party, including, without limitation, promotional or marketing material, or customer lists, but not including any disclosure required by legal accounting or regulatory requirements beyond the reasonable control of such party.

(f) The Seller shall use best efforts to assist Kinecta to comply with the Privacy Laws and to conform to its own policies for information protection with applicable Privacy Laws, as amended from time to time. At Kinecta's request, the Seller shall make commercially reasonable modifications to its information security program or to the procedures and practices thereunder to conform to Kinecta's security requirements as they exist from time to time.

(g) Within thirty (30) calendar days of Kinecta's written request, the Seller shall deliver to Kinecta's information protection department a copy of its written information security program. The program shall be designed to:

- (i) Ensure the security, integrity and confidentiality of Confidential Information;
- (ii) Protect against any anticipated threats or hazards to the security or integrity of Confidential Information;
- (iii) Protect against unauthorized access to or use of Confidential Information that could result in substantial harm or inconvenience to the person that is the subject of such information; and
- (iv) Ensure the proper disposal of Confidential Information.

(h) For electronic communications, Seller and Kinecta will only transmit Consumer Information to each other in an encrypted format. Seller will store all Consumer Information in a manner which utilizes the highest level of security available, including, without limitation, 128 bit encryption for electronically-stored Consumer Information.

(i) In the event that the Seller experiences a security breach which potentially or actually affects, directly or indirectly, Consumer Information, the Seller shall immediately: (i) notify Kinecta in writing; (ii) utilize best efforts to take all measures necessary to ensure that the security breach has ceased; (iii) investigate the nature, scope and duration of the breach and promptly advise Kinecta in writing of when, how and why the breach occurred and what Confidential Information was affected; and (iv) notify and cooperate with law enforcement.

(j) Seller agrees to indemnify, defend and hold Kinecta harmless from and against all claims, loss, cost or damage arising from a breach or alleged breach of this Section of this Agreement in any manner by Seller or its officers, employees, agents, successors, assigns, subcontractors, and/or subservicers.



CORRESPONDENT AGREEMENT

Section 17. Equal Opportunity.

Seller represents that it is an equal opportunity employer and does not discriminate in employment of persons or awarding of subcontracts because of a person's race, sex, age, religion, national origin, veteran or handicap status. Without limitation, the Seller agrees to comply with the following: (a) Executive Order 11246, as amended or superseded in whole or in part, and as contained in Section 202 of said Executive Order as found at 41 C.F.R. § 60-1.4(a)(1-7); (b) section 503 of the Rehabilitation Act of 1973 as contained in 41 C.F.R. § 60-741.4; and (c) The Vietnam Era Veterans' Readjustment Assistance Act of 1974 as contained in 41 C.F.R. § 60-250.4.

Section 18. Reproduction of Documents.

This Agreement and all documents relating thereto, including, without limitation, (a) consents, waivers and modifications which may hereafter be executed, (b) documents received by any party at the closing, and (c) financial statements, certificated and other information previously or hereafter furnished, may be reproduced by any photographic, photostatic, microfilm, micro-card, miniature photographic or other similar process. The parties agree that any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence and whether or not such reproduction was made by a part in the regular course of business and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

Section 19. Miscellaneous Covenants.

(a) This Agreement shall supersede and replace any prior written or oral agreement between the parties concerning the purchase of Loans by Kinecta, although any such Loans purchased by Kinecta from the Seller prior to the date of this Agreement shall continue to be governed by the terms of any prior agreement pertaining thereto. No term or provision of this Agreement may be waived or modified unless in writing and agreed to by all parties hereto.

(b) This Agreement shall benefit and be binding upon each party's permitted successors and assigns. The Seller may not assign its interest in this Agreement. Kinecta may assign its interest in this Agreement without the consent of the Seller.

(c) Nothing herein contained shall be deemed or construed to create a partnership, joint venture or agency relationship between the parties hereto, and the Seller shall not represent that it is Kinecta's agent for any purpose.

(d) The Seller shall, from time to time hereafter, upon request of Kinecta and without further consideration, do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, documents, instruments, transfers and assurances as Kinecta may reasonably request to confirm and perfect Kinecta's right, title, and interest in and to, and possession of, the Loans and the Loan Files. With respect to any Government Loan, upon request, the Seller shall provide Kinecta with copies of the case binder submitted to the FHA. In the event Seller fails to deliver timely to Kinecta documents necessary for Kinecta to have custody of complete Loan Files, or if Kinecta otherwise deems itself insecure with the prospect of obtaining such follow-up documents (e.g., assignments, registered deeds, insurance application packages, mortgage insurance certificates) timely from Seller, Kinecta has the right hereunder to present itself during business hours upon reasonable notice, at the offices of Seller and retrieve into Kinecta's custody such documents.

(e) All representations, warranties and covenants on the part of the Seller contained in this Agreement or given pursuant hereto shall survive any termination of this Agreement and the closing of the loan purchase transactions herein contemplated and shall remain in full force and effect, regardless of such termination or the closing dates of said transactions.



CORRESPONDENT AGREEMENT

(f) Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Contract Documents. Section heading names are for convenience only.

(g) The Seller will provide Kinecta with annual audited financial statements within 90 days after the Seller's fiscal year-end prepared by independent certified public accountants in accordance with generally accepted accounting principles, and with such other financial information as is reasonably requested by Kinecta in connection with the purchase of Loans from the Seller pursuant to this Agreement.

(h) The Seller will maintain a quality control system acceptable to Kinecta, in its sole discretion, and will promptly provide to Kinecta upon request copies of all internal and external reports relating to Loans purchased by Kinecta pursuant to this Agreement.

(i) The Seller will maintain in full force, as described in the Contract Documents, both errors and omissions and fidelity bond insurance coverage each such insurance in such amount as Kinecta shall reasonably require to indemnify Kinecta from any loss or damage incurred in connection with the transactions contemplated by this Agreement and shall provide evidence satisfactory to Kinecta of such coverage to Kinecta annually.

(j) Upon reasonable notice and during regular business hours, the Seller hereby agrees to allow Kinecta to review all of the books and records of the Seller relating to Loans purchased under the Agreement.

Section 20. Several Obligations. Notwithstanding any provision in this Agreement or the Contract Documents to the contrary, the rights, remedies, benefits, duties and obligations of Kinecta and any of its affiliates hereunder are several and not joint and several. Kinecta does not assume any obligations or duties of any of its affiliates with respect to any Loans purchased by such affiliate from the Seller either prior to or after the date of this Agreement.

Section 21. Amendments to the Contract Documents.

Kinecta reserves the right to amend the Contract Documents in its sole and absolute discretion. Any changes to the Contract Documents shall be effective immediately upon notice to the Seller of the change (whether that notice is sent individually or posted to Kinecta's website) and Loans sold to Kinecta after the effective date shall be governed by the revised Contract Documents. Subject to Kinecta's right of termination pursuant to Section 11 of this Agreement, any change shall not be effective as to Loans on which Kinecta has issued a Commitment prior to the effective date of the change.

Section 22. True Sale. Each sale, assignment, transfer, and conveyance of Loans to Kinecta hereunder shall constitute a purchase and sale. In the event, however, that any court of competent jurisdiction or binding arbitration were to hold that any transaction made pursuant hereto constitutes a loan by Kinecta to Seller and not a purchase and sale, it is the intention of the Parties hereto that this Agreement shall constitute a security agreement under applicable law and that Seller shall be deemed to have granted Kinecta a security interest in the Loan, as security for such loan by Kinecta to Seller, which shall be perfected, at Seller's expense, by filing within ten (10) business days of the written notice from Kinecta a blanket UCC financing statement on the Loan and related collateral in favor of Kinecta and such other documentation as Kinecta may require.



CORRESPONDENT AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the day and year first above written:

KINECTA FEDERAL CREDIT UNION:

By: _____

Name: _____

Title: _____

SELLER:

By: _____

Name: _____

Title: _____



ADDENDUM TO CORRESPONDENT AGREEMENT REGARDING FEDERAL LOAN ORIGINATOR COMPENSATION RULES

THIS ADDENDUM TO CORRESPONDENT AGREEMENT REGARDING FEDERAL LOAN ORIGINATOR COMPENSATION RULES (the "Addendum") dated _____, 20____, is made by and between KINECTA FEDERAL CREDIT UNION, a federal credit union ("Kinecta"), and _____ ("Seller"), and modifies and is made a part of that certain Correspondent Agreement dated _____, 20____ by and between Seller and Kinecta (the "Correspondent Agreement").

THEREFORE, Seller and Kinecta agree as follows:

1. Notwithstanding anything to the contrary in the Seller Agreement, Seller represents and warrants to Kinecta, as of the date hereof, as of the date of the issuance of each Commitment, and as of each "Purchase Date" (Purchase Date shall mean the date on which the purchase price for any Loan is paid), as follows:
 - a. As of April 1, 2011 Seller is in compliance with all applicable provisions of the Amendments to Regulation Z, 75 Fed. Reg. 58509 (2010) (codified at 12 C.F.R. Sections 226.1, 226.25, 226.36) (the "Loan Originator Compensation Rules") including, without limitation, all provisions relating to the compensation of Seller's loan officers; and
 - b. Seller shall maintain books and records with respect Seller's compliance with the Loan Originator Compensation Rules. Kinecta, and any supervisory agents or examiners representing a state or federal governmental agency having jurisdiction over Kinecta, shall have the right, at any time after reasonable notice to Seller and without charge, to (i) examine and audit Seller's books of account, records, reports, compensation plans (with internal loan officers), payroll records and other documentation in any form, relating to Seller's compliance with the Loan Originator Compensation Rules in connection with any Loan, (ii) make copies and extracts thereof, and (iii) discuss the affairs and accounts of Seller relating to such compliance with Seller's officers and employees, at such times and places and with such frequency as Kinecta may reasonably request.
2. All capitalized terms not defined herein shall have the meanings given to such terms in the Correspondent Agreement.
3. This Addendum shall survive termination of the Correspondent Agreement.
4. Except as amended hereby, the Correspondent Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, this Addendum is executed by Kinecta and Seller as of the date set forth above.

SELLER:

By: _____

Print Name: _____

Print Title: _____

Date: _____

KINECTA:

Kinecta Federal Credit Union

By: _____

Print Name: _____

Print Title: _____

Date: _____



INDEPENDENCE POLICY

Date: _____

The Correspondent Agreement dated _____, 20__ (the "Correspondent Agreement"), between Kinecta Federal Credit Union ("Kinecta") and _____ ("Correspondent") is hereby amended, and Kinecta and Correspondent agree, as follows:

Correspondent shall not have any direct or indirect ownership interest in any collateral for any Loan or any business or personal affiliation with, or ownership interest in, any third party vendors providing services with respect to the Loan, including but not limited to, the settlement services provider, the credit reporting agency, the real estate agents with respect to the collateral, the appraisers, or the title agent on the Loan; and Correspondent shall not act as the real estate agent representing a buyer or seller with respect to the collateral for the Loan, or conduct the settlement services for the Loan. Correspondent shall disclose in writing upon Loan submission to Kinecta any and all personal or financial involvement in the transactions relating to the Loan.

All capitalized terms not defined herein shall have the meanings given to such terms in the Correspondent Agreement. Except as amended hereby, the Correspondent Agreement remains unmodified and in full force and effect.

This Amendment to Correspondent Agreement is executed by Kinecta and Correspondent as of the date set forth above.

Authorized Signature Date

Authorized KFCU Officer Signature Date

Printed Name

Printed Name

Printed Title

Printed Title



KINECTA FEDERAL CREDIT UNION FAIR LENDING POLICY & ACKNOWLEDGMENT

It is the policy of Kinecta Federal Credit Union (“Credit Union”) to treat all credit applicants and borrowers (“applicant(s)”) in compliance with all applicable fair lending laws, including, without limitation, the Equal Credit Opportunity Act and the Fair Housing Act. All of our products shall be made available to qualified applicants without discrimination on the basis of race, color, religion, sex, national origin, marital or familial status, age (provided the applicant has legal capacity to enter into a binding contract), handicap, receipt of public assistance, good faith exercise of rights under the Federal Consumer Protection Act, or any other basis protected by applicable law (“prohibited basis”).

Our employees will offer assistance and service in a fair and equitable manner and will not discourage the completion or submission of an application for credit by any applicant on any of the prohibited basis. Term, conditions and pricing variables (such as debt to income ratio, fees, points or other charges) will be applied fairly without regard to any prohibited basis.

The advertising of the Credit Union and all of its communications to the public shall be designed to make the Credit Union’s current and potential members aware that the Credit Union does not discriminate on a prohibited basis.

The Credit Union’s fair lending commitments shall extend to all aspects of our operations, including solicitation strategies, underwriting and pricing practices, customer service, collections, and marketing.

The Credit Union’s fair lending policy shall be communicated to our brokers, correspondents, and dealers with whom the Credit Union has an indirect lending relationship.

As acknowledgement of the Credit Union’s fair lending policy, please sign below. By signing this you acknowledge that you have received, understand, and agree to comply with Kinecta Federal Credit Union’s Fair Lending Policy. If you have any questions regarding this policy, please do not hesitate to contact the Correspondent Lending division at (800) 854-4600.

Correspondent: _____

Signature: _____

Date: _____

LOAN FRAUD ZERO TOLERANCE POLICY

All approved Loan Correspondents must be aware that the principal owner(s) of a licensed mortgage company bear the responsibility for all actions of the company's employees. The owner is responsible for the content and quality of each application taken and each loan submitted to Kinecta Federal Credit Union ("Kinecta").

THE SUBMISSION OF A LOAN APPLICATION CONTAINING FALSE INFORMATION IS A CRIME!

Types of Loan Fraud

1. Submission of inaccurate information, including false statements on loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit and asset information, personal information including identity, ownership/non-ownership of real property etc.
2. Forgery of partially or predominantly accurate information.
3. Incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated in the security instrument.
4. Lack of due diligence by owner/loan officer/interviewer/processor, including failure to obtain all information required by the application and failure to request further information as dictated by borrower's response to other questions.
5. Unquestioned acceptance of information or documentation that is known, should be known, or should be suspected to be inaccurate.
 - A. Simultaneous or consecutive processing of multiple owner-occupied loans from one applicant supplying different information on each application.
 - B. Allowing applicant or interested third party to "assist with the processing of the loan."
6. Employee's non-disclosure of relevant information.

Impact of Loan Fraud

The effects of loan fraud are costly to all parties involved. Kinecta stands behind the quality of its loan production. Fraudulent loans cannot be sold into the secondary market, and if sold, will require repurchase by Kinecta. Fraudulent loans damage our reputation with our investors and mortgage insurance providers. The price paid by those who participate in loan fraud is even more costly. The following is a list of a few of the potential consequences that may be incurred.

Potential Consequences to the Loan Correspondent

1. Criminal prosecution
2. Loss of company's license
3. Loss of lender access due to exchange of information between lenders, mortgage insurance companies including submission of information to investors (Freddie Mac/Fannie Mae), police agencies, and state licensing agencies
4. Civil action by Kinecta
5. Civil action by applicant/borrower or other parties to the transaction
6. Loss of approval status with Kinecta

I have read the foregoing and understand Kinecta Federal Credit Union's position on loan fraud.

Signature of Principal Officer

Date

Signature of Principal Officer

Date

Print Name

Print Name



1440 Rosecrans Ave.
 Manhattan Beach, CA 90266
 800.854.4600 • www.LoanKinection.com

Loan Correspondent
APPLICATION

CORPORATE RESOLUTION

I hereby certify that I am the Secretary of _____, a corporation of the State of _____, and that as such Secretary, I have custody of the records of this Corporation, and by virtue of such action, the Board of Directors passed the following resolution at a meeting dated _____, _____ that is now in force and is not in conflict with the Charter or Bylaws of the Corporation.

RESOLVED, that the officers and agents of this Corporation appointed and named below are hereby authorized in the name of and on behalf of the Corporation to enter into an agreement with Kinecta Federal Credit Union ("the Credit Union") and its operating subsidiaries to broker real estate loans, and that these individuals are each and severally authorized to sign on said agreement and on behalf of the Corporation and to effect any changes with respect thereto.

FURTHER RESOLVED, that these individuals are each and severally authorized to enter into commitments with the Credit Union and to execute any and all other documents on behalf of this Corporation.

FURTHER RESOLVED, this Corporation is authorized to sign an agreement as required by the Credit Union.

FURTHER RESOLVED, that this authorization shall remain in force until the Credit Union receives, at its office, a certified copy of a resolution of this Corporation to the contrary, revoking all previous authorizations heretofore given. The revocation of previous authorizations, with respect to said account, shall not affect the validity of any item signed by the person or persons at the time authorized to act.

 Authorized Agent (Type Name)

 Authorized Agent (Type Name)

 Signature

 Signature

IN WITNESS THEREOF, I have hereunto set my hand and affixed seal of the corporation this _____ day of _____, 20____.

 Signature of Secretary

 Date

 Print Name

Corporate Seal Here



KINECTASM
FEDERAL CREDIT UNION

1440 Rosecrans Ave.
Manhattan Beach, CA 90266
800.854.4600 • www.kinecta.org

CORRESPONDENT LENDING

**LOANKINECTION
CORRESPONDENT SET UP FORM**

DATE	ACCOUNT EXECUTIVE	COMPANY NAME
ADMINISTRATOR (FIRST NAME, LAST NAME)		
PHONE #	EMAIL	
INTERNAL USE ONLY		
CLIENT SERVICE REPRESENTATIVE	PRICING TIER	
KINECTA/CORRESPONDENT ID#		

**Once approved, you will receive your login and password within 48 hours.
Please see your Account Executive to get started using *LoanKinection*.**

Authorized Kinecta Signature (Operations Manager)

Date

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/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
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 the "Name" line 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									

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

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).

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 ▶
------------------	----------------------------	--------

General Instructions

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

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.

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. 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.

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 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,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. 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 the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. 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 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration 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. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, 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 domestic 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, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation 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* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. 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.