



Welcome!

Thank you for your interest in becoming a Non-Delegated Correspondent with Midwest Loan Solutions (MLS). Our goal is to complete the application process within two weeks and begin your training. In order to do that, we need the completed application and all supporting documents returned as soon as possible.

Please send this information to TPOAdministration@midwestloansolutions.com. If you have any questions regarding the application or supporting documentation, please contact your Account Executive.

We are excited to have you as a TPO partner!

Sincerely,

A handwritten signature in black ink that reads "James Crowley".

Jim Crowley
President

A handwritten signature in black ink that reads "Kathy Workman".

Kathy Workman
VP Originations and Operations Manager





Review the checklist below and provide the requested documentation as it applies to your business. Contact your Account Executive (AE) if you have any questions.

Application and Agreement - The following documents must be executed by Correspondent owner(s). The included Corporate Resolution should be used to authorize to sign on behalf of the company.

TPO Application

Policy Receipt and Acceptance Acknowledgement

Consumer Credit and Background Report Release Form (*Banks and Credit Unions N/A*)

Corporate Resolution

Correspondent Agreement

Broker Compensation Agreement – If applicable. If brokering any products, complete the enclosed Broker Agreement and Compensation Agreements.

Entity Documents (*Banks and Credit Unions N/A*) - Provide stamp-filed copies of the following as applicable. Names must match your application and license.

Corporation - Articles of Incorporation

LLC - Articles of Organization or Certificate of Formation

Limited Partnership - LP1

DBA Filing - If doing business under a name different than registered corporate name.

Resumes for Owners/Principals - (*Banks and Credit Unions – Provide a resume for the Mortgage Dept Heads*) - Provide a resume for each owner with 25% or more interest as well as the Operations Manager, Underwriting Manager and Secondary Marketing Manager, as applicable.

Credit Report (*Banks and Credit Unions N/A*) - For each owner and broker of record with 25% or more interest dated within 90 days of Application. Provide an explanation for all derogatory credit.

Current Financial Statements (*Banks and Credit Unions N/A*) - Balance Sheet and Profit and Loss Statement not older than 90 days signed by an authorized officer. If audited, no signature required. Net Worth must meet minimum state requirements.

Audited Financial Statements for Last Two Years (*Banks and Credit Unions N/A*) - If audited financial statements are not available, provide the two most recent years signed Federal business tax returns.

Copy of Current (non-expired) Warehouse Bank Approval Letters – If multiple warehouse lines are used, provide all approval letters.

Bailee Letter(s) – Provide wiring instructions with ABA #, Bank Name, Account Number and Contact person with language to release security interest in loans purchased. If multiple warehouse lines are used, provide wiring instructions for all accounts.

Air Policy/Procedures & Questionnaire – Provide a copy of your AIR Policy/Procedures & supporting documentation as required per the Questionnaire.

Copy of E&O and Fidelity Bond Coverage - Declarations page showing coverage amounts and expiration dates. Minimum coverage of \$300,000 each.

Copy of Quality Control Plan - Provide all current QC policies and procedures including guides and manuals.

W-9 Request for Taxpayer ID Number - Complete the enclosed IRS Form W-9 with all required information, sign and return.

Employee Roster – Please provide list of all Employees with titles, NMLS and email addresses.





Application and Agreement – Non-Delegated Correspondent

Correspondent Application					
Account Executive					
Company Information					
Company Name					
Registered DBA's					
Tax ID		LEI		MERS	
Company Owner's Name					
Address					
City		State		Zip	
Phone Number		Fax Number			
Company Email		Website			
Type of Entity		Home State			
Explain Other					
If Corporation					
State of Incorporation		Date of Incorporation			

Key Contacts					
Name	Title	SSN	Ownership %	Phone	Email

Affiliated Companies (if applicable)			
Company Name	Type of Business	Ownership %	Email
Company Name	Type of Business	Ownership %	Email
Company Name	Type of Business	Ownership %	Email

Production	Year-to-Date		Previous Year	
Product Type	Loan Volume	Number of Loans	Loan Volume	Number of Loans
Conventional				
FHA				
VA				
RD				
Jumbo				
CP/Renovation				
2 nd Lien				
Total				



License Information*		
Federal NMLS ID		
State	State License Number	License Type

** If more than five state licenses are held, provide an addendum listing all license states, license types and state license numbers.*

Branch 1*		
Branch Name	Phone	Contact Name
Street Address		
City	State	Zip

Branch 2		
Branch Name	Phone	Contact Name
Street Address		
City	State	Zip

Branch 3		
Branch Name	Phone	Contact Name
Street Address		
City	State	Zip

** If more there are more than three branches, provide an addendum listing all applicable information for each branch location.*

Company History		
Provide an explanation for all "Yes" answers, including the dates of any adverse actions; all parties involved, resolution of the matter; and jurisdiction where the action took place.		
Yes	No	Questions
		Has your company ever been suspended from selling or submitting loans to a lender?
		Has your company ever been involved or is your company currently involved in any litigation?
		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?
		Has your company and/or principals or corporate officers filed for protection from creditors under any provision of the bankruptcy laws within the past seven years?
		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?
		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?

Acknowledgement

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. MLS 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 MLS.

Correspondent _____

Signature _____ Date _____

Print Name _____

Print Title _____





Consumer Credit and Background Report Release Form

By my signature below, I authorize MLS to obtain a Consumer Credit Report and/or a Background Report on me. This authorization is valid for purposes of verifying information given pursuant to application to become a third party origination with MLS, or any other lawful purpose covered under the Fair Credit Reporting Act (FCRA).

The Background Check may contain information available in the Public Domain but may include interviews with persons other than previous employers or their agents. By my signature below, I hereby authorize all corporations, former employers, credit agencies, educational institutions, law enforcement agencies, city, state, county and federal courts and agencies, military services and persons to release all information they may have about me including criminal. This authorization shall be valid in original or copy form.

Applicant's Name _____

Social Security Number _____

Date of Birth _____

Current Street Address _____

City _____ State _____ Zip _____

Signature _____ Date _____





Policy Receipt and Acceptance Acknowledgement

By signing below, you acknowledge that you have received, understand, and agree to comply with MLS's policies, as listed below:

- Ability to Repay and Qualified Mortgages Policy
- Anti-Steering Policy
- Appraiser Independence Rules Policy
- Consumer Complaint Management Policy
- Equal Credit Opportunity Act Policy
- E-SIGN and UETA Policy
- Fair Credit Reporting Act Policy
- Fair Lending Policy
- Homeowners Protection Act Policy
- Loan Fraud Zero Tolerance Policy
- Loan Originator Compensation Policy
- Real Estate Settlement Procedures Act Policy
- Secure and Fair Enforcement for Mortgage Licensing Policy
- TILA-RESPA Policy
- Truth in Lending Policy
- Unfair, Deceptive or Abusive Acts or Practices Policy

If you have any questions regarding these policies, please do not hesitate to contact your Account Executive.

Correspondent _____

Signature _____ Date _____

Print Name _____

Print Title _____





Application and Agreement – Non-Delegated Correspondent

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 Midwest Loan Solutions, a wholly owned subsidiary of University Bank, (“MLS”) 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 MLS 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 MLS.

Further resolved, that this authorization shall remain in force until MLS 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.

Correspondent _____

Signature _____ Date _____

Print Name _____

Print Title _____

In witness thereof, I have hereunto set my hand and affixed seal of the corporation this _____ day of _____, 20__.

Signature _____ Date _____

Print Name _____

Print Title _____





Lender/TPO Agreement

This Lender/TPO Agreement (Agreement) is made and entered into as of _____, 20____, between Midwest Loan Solutions, Inc., a Michigan Corporation, (MLS), with its principal office located at 29777 Telegraph Rd, Ste. 3580, Southfield, MI 48034, and _____ (Seller) with its principal office located at _____.

Recitals

Whereas, MLS is engaged in the business of, among other activities, purchasing and/or funding mortgage loans secured by residential real estate and selling/reselling such mortgage loans in the secondary mortgage market; and

Whereas, Seller is engaged in the business of originating, processing the applications for, and preparing and arranging the closings of, and originating residential mortgage loans. Seller desires to originate and sell residential mortgage loans to MLS.

Whereas, MLS and Seller wish to establish a non-exclusive relationship whereby Seller will, from time to time and at its option, submit completed application packages for mortgage loans to MLS on behalf of Seller's clients for possible funding and/or purchasing by MLS.

Now, therefore, in consideration of the mutual agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby severally acknowledged, MLS and Seller hereby agree as follows:

Definitions

All words and phrases defined in this Article I (except as herein otherwise expressly provided or unless the context otherwise requires) shall, for the purposes of this Agreement, have the following respective meanings:

- **Agencies** means FHLMC, FNMA, GNMA, FHA and VA.
- **Agreement** means this Lender/TPO Agreement and any written amendments or modifications hereto.
- **Applicant** or **Borrower** means any person(s) seeking (a) mortgage loan(s) who apply directly to Seller and whose applications(s) may later be presented to MLS by Seller for MLS's consideration.
- **Application** means the submission of a borrower's financial information to Seller in anticipation of a credit decision set forth in 12 CFR 1024.2(b) which shall be submitted on a form FMNA 1003 Uniform Residential Application. Application shall also include all supporting documentation provided in support of the Application.
- **Closing** means the funding of a Mortgage Loan.
- **Conventional Loan** means a mortgage that is not backed by a government agency and underwritten pursuant to the standards issued by FHLMC and FNMA.
- **FHA** means the Federal Housing Administration.
- **FHLMC** means the Federal Home Loan Mortgage Corporation.
- **FIRREA** means the Financial Institutions Reform, Recovery and Enforcement Act of 1989.



- **FNMA** means the Federal National Mortgage Association or any successor thereto.
- **Forward Mortgage Loan** means any Mortgage Loan that is not a Reverse Mortgage Loan.
- **GNMA** means the Government National Mortgage Association or any successor thereto.
- **Government Loan** means a Mortgage Loan underwritten pursuant to the lending guidelines set forth by the VA or FHA.
- **Mortgage** means a valid and enforceable Mortgage, Deed of Trust, or other Security Instrument creating a first or second lien upon described real property improved by a one-to-four family residential dwelling, which secures a mortgage note.
- **Mortgage Loan** means a loan to individuals which is secured by a Mortgage and is subject to this Agreement.
- **Reverse Mortgage Loan** means any Mortgage Loan transaction which is commonly described as a reverse mortgage loan or home equity conversion mortgage loan.
- **Underwrite** or **Underwriting** means the examination of an Applicant’s application, credit history, income and financial resources for the purpose of determining whether to extend credit to such Applicant.
- **MLS Underwriting Guidelines** means the requirements for originating Conventional and Government Loans for sale to Agencies.
- **VA** means the United States Department of Veterans Affairs.

Nature of Relationship between the Parties

Purchase and/or Funding of Loans by MLS

From time to time during the term of this Agreement, MLS will have an option to purchase and/or fund and Seller will have an option to sell all right, title, and interest in and to eligible Mortgage Loans and the related Servicing Rights in accordance with the terms set forth in this Agreement. Nothing in this Agreement shall be construed as obligating MLS to purchase and/or fund any Mortgage Loans. MLS in its sole discretion, reserves the right to reject any Mortgage Loan for any reason.

MLS Loan Requirements

From time to time during the term of this Agreement, MLS will advise Seller regarding the types of FHA, VA, GNMA and Conventional Mortgage Loan products it is interested in purchasing and/or funding (individually a “Mortgage Loan Product” and collectively the “Mortgage Loan Products”), including, without limitation, information concerning interest rates, loan limits, loan-to-value, ratios, points, fees and underwriting requirements. Any commitment from MLS to Seller to purchase and/or fund any Mortgage Loan or Mortgage Loans or Mortgage Loan Applications will be issued in accordance with MLS’s current lending policies and shall be in MLS’s sole and absolute discretion. Such commitment must be in writing and be signed by an authorized employee of MLS and the terms of such commitment will be applicable only to the Mortgage Loan or Mortgage Loans specified therein. MLS may, in its sole and absolute discretion, cancel or discontinue any of the Mortgage Loan Products, with or without notice to the Seller. MLS will attempt to give advance notice of such changes but shall have no obligation to do so.

MLS will consider for purchasing and/or funding Mortgage Loans provided the following requirements are met by Seller:



- a) Seller understands and acknowledges that Midwest will only purchase and/or fund Mortgage Loans that satisfy Qualified Mortgage standards outlined in 12 CFR §1026.43;
- b) All Mortgage Loans shall meet MLS's lending requirements, contained in the MLS Underwriting Guidelines, at sole discretion of MLS;
- c) If it elects to do so, MLS will purchase or/fund Mortgage Loans according to the terms and conditions more specifically described in Addendum A;
- d) Upon payment by MLS of the purchase price for each Mortgage Loan purchased and/or funded, all rights, title and interest in and to said Mortgage Loan shall be assigned and transferred by the Seller to MLS free and clear of all claims, liens and encumbrances whatsoever;
- e) Each Mortgage Loan shall be transferred and/or sold to MLS on a "servicing released" basis meaning that Seller shall release, transfer, convey and assign in a form and manner acceptable to MLS, all of Seller's rights, title and interest in and to the Mortgage Loan, including, without limitation, the right to provide mortgage servicing in connection therewith; and
- f) All FHA, VA, Conventional and select Bond Program Mortgage Loans shall be closed in the name of MLS, unless another name is specifically authorized by MLS in writing in advance of closing.

Pricing of Loans; Lock-in Rates

- a) MLS will provide price protection for the Mortgage Loans which it agrees to purchase and/or fund in the form of a written lock-in confirmation pursuant to its lock-in policies and in accordance with MLS' lending requirements. The time at which the interest rate for a Mortgage Loan is locked in shall be at Seller's option, provided, however, a Mortgage Loan with a locked in interest rate must be presented to MLS for purchase and/or funding before the expiration of the lock-in period. For purposes of the Agreement, the "lock-in period" shall be determined in accordance with MLS's lending requirements. If a Mortgage Loan is not presented for funding by MLS within the lock-in period, such Loan may be re-priced at the sole option of MLS. The transfer or sale by Seller of a Mortgage Loan locked in by MLS during the lock-in period to another entity, shall constitute a violation of the Agreement, and the Seller shall be liable, and promptly indemnify MLS, for any loss sustained as a result thereof by MLS. In addition, Seller shall notify MLS immediately should any commitment by MLS for a locked-in Mortgage Loan be canceled, withdrawn, or otherwise determined not to be set for purchase and/or funding by MLS.
- b) Seller will deliver the underwriting package to MLS no later than ten (10) calendar days prior to the expiration of the lock-in period.

Seller Compensation

MLS shall pay Seller the compensation for each closed Mortgage Loan as set forth in the Exhibit "A" to this Agreement.

Non-Exclusivity

MLS and Seller each acknowledge and agree that this Agreement is entered into on a non-exclusive basis and that both parties may enter into similar agreements with other individuals or entities.

Seller's Fees

Subject to all other provisions of this Agreement, Seller's fee shall be payable by MLS when a Mortgage Loan is closed and funded by MLS and Seller has:

- a) Obtained in writing from MLS a firm commitment for MLS's interest rate, discount rate and ancillary fees;
- b) Successfully negotiated with the Borrower(s) any fees in excess of MLS's fees for the Mortgage Loan; and
- c) Negotiated a spread premium fee from MLS for the Mortgage Loan, if applicable. MLS's pricing is published on a daily basis and is often adjusted several times throughout the day. All pricing is subject to change without notice and no Mortgage Loan is price protected until MLS has issued a written lock confirmation. Seller shall not be entitled to any fee if a Mortgage Loan does not fund, regardless of the reason. In the event that any fees negotiated by Seller exceed those payable under applicable law, MLS may reduce such fees to a level which is in compliance with applicable law, without notice to Seller. Seller's fees are payable only after MLS has first deducted all of its fees and charges from the loan proceeds. If the mortgagor(s) fails to make any one (1) or more of the first three (3) mortgage payments due on his/their mortgage loan, then Seller shall promptly reimburse MLS for all amounts paid by MLS to Seller in connection with said mortgage loan.

General Duties, Warranties and Representations of the Parties

Seller's Representations

Seller specifically acknowledges and agrees that Seller is not an agent of MLS and has no authority to make any representations on behalf of MLS or to bind or obligate MLS in any way. Seller further represents, warrants and covenants to MLS, as of the time any Loan application is submitted to MLS, and as of the time any such Mortgage Loan is funded and closed through the life of such Loan, that:

- a) **Organization and Good Standing.** If a corporation, partnership, limited liability company or other entity, Seller is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation; further it is duly qualified to do business and is in good standing under the laws of each state in which it solicits Mortgage Loans, and has the power and authority to enter into this Agreement and to perform its obligations herein;
- b) **Enforceability and Authority.** This Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable against it in accordance with its terms. The representative of Seller signing this Agreement on behalf of Seller has the right, power and authority to execute and deliver this Agreement;
- c) **Accuracy of Information.** All information provided to MLS by Seller concerning Seller and its business shall be true and accurate as of the date provided. Seller agrees to promptly notify MLS in the event any information provided by Seller becomes inaccurate or needs to be updated.
- d) **Licenses and Compliance with Laws.** Seller possesses all necessary approvals, licenses, permits, and authority to execute and deliver this Agreement and to engage in the activities contemplated by this Agreement, and Seller is in full compliance in all respects, and in good standing, with all regulatory and supervisory agencies having jurisdiction over Seller. All such approvals, licenses, and permits are in full force and effect and shall remain in full force and effect during the term of this Agreement. Seller covenants to notify MLS immediately upon the suspension, revocation, expiration or other

termination of any such approvals, licenses or permits, or of the taking of any action by any such agency against Seller that could adversely affect Seller's approvals, licenses, or permits.

- e) Seller has observed and shall observe and fully discharge the duties owed to its Borrowers under applicable law. All services were performed in accordance with accepted and customary standards in the mortgage lending industry generally, and Seller is not aware of any dispute or claim by any Borrower that all such services were not fully and satisfactorily performed.
- f) Absence of Claims. There is not currently pending or threatened any suit, action, arbitration, or legal, administrative, or other proceeding or investigation (including an allegation of fraud by any party) against Seller or its current or former owners, agents or employees that could have an adverse effect on the Seller's business, assets, financial condition, or reputation.
- g) No Conflict. The execution of this Agreement by Seller, the compliance by Seller with the terms and conditions herein, and the submission of each Mortgage Loan Application hereunder will not violate or conflict with any provisions of Seller's charter documents, any instrument relating to the conduct of its business, or any other agreement, law, rule, regulation, ordinance or order to which Seller may be a party or under which Seller may be governed.

Information about Seller

Upon request by MLS, Seller agrees to promptly provide MLS with copies of:

- a) Seller's most recent financial statements (audited, if available), including a statement of net worth;
- b) If Seller is a partnership or limited liability company, the financial statements of its partners, managers and/or members, as applicable;
- c) All licenses obtained by Seller to conduct its business;
- d) Credit reports concerning Seller dated within 90 days of application;
- e) Any public records or reports concerning complaints made about Seller; and
- f) Such other information about Seller and its business as MLS may reasonably request from time to time.

Duties of Seller

Seller shall exercise its best efforts in connection with the performance of the following duties:

- a) Seller shall take Mortgage Loan Applications in accordance with applicable law at its offices through its employees;
- b) Seller shall comply with all procedures established by MLS for the submission of Mortgage Loan Applications under the Mortgage Loan Programs made available to Seller and contained in the MLS Guide;
- c) Seller shall confirm whether each Mortgage Loan Application meets the terms, conditions and requirements established by MLS with respect to the Mortgage Loan Programs;
- d) After securing the requisite authority from the Applicant(s), the Seller shall secure financial and credit information from the applicant(s) and analyze the income and indebtedness of the Applicant(s) to determine the maximum reasonable Mortgage Loan obligations that the Applicant(s) can bear;
- e) Seller shall:
 - a. Educate the Applicant(s) in regard to the home buying and financing process;



- b. Advise the Applicant(s) about the different Mortgage Loan Programs made available by MLS; and
- c. Explain to the Applicant(s) how the closing costs and monthly payments would vary under the each of the Mortgage Loan Programs for which the Applicant(s) may be eligible;
- f) Seller shall also:
 - a. Verify the employment of the Applicant(s);
 - b. Verify the deposits required;
 - c. Initiate requests for mortgage loan verifications and payoffs;
 - d. Order an appraisal of the property;
 - e. Order the necessary title commitment;
 - f. Order a mortgage survey of the property;
 - g. Provide the Applicant(s) with all notices and disclosures required by law; and
 - h. Assist MLS in obtaining any additional information reasonably required by MLS in order to consider the Mortgage Loan Applications and/or facilitate the closing of all Mortgage Loans;
- g) Seller shall communicate with the applicant(s), real estate agent(s), and MLS in an effort to keep them informed as to the status of the application and/or the Mortgage Loan transaction and any changes in the terms of a Mortgage Loan within a reasonable time, and if MLS and other lenders represented by Seller deny credit to the applicant, Seller will prepare and deliver to the applicant a denial notice meeting all requirements of applicable law;
- h) Seller shall assist the Applicant(s) in understanding and clearing credit problems;
- i) Seller shall perform such closing services as shall be reasonably required by MLS; and
- j) Seller shall perform any additional services as requested by MLS, to the extent necessary or appropriate to the closing of a Mortgage Loan;
- k) Seller shall notify MLS via electronic mail sent to compliance@university-bank.com within five (5) business days of receipt of any formal complaint relating to a loan application funded or denied by MLS and provide a copy of such complaint;
- l) Seller shall not knowingly attempt to refinance any person who is or was a Borrower under any Mortgage Loan of MLS within six (6) months of the date of Loan funding/loan purchase of such Borrower's Mortgage Loan by MLS. Seller shall not be prohibited from taking and processing a loan application from any person who is or was a Borrower under any Mortgage Loan of MLS who independently contacts Seller seeking to obtain a refinance mortgage loan or other mortgage loan product.
- j) Seller shall further:
 - a. Maintain the confidentiality of all non-public personal information collected in connection with Mortgage Loan Applications pursuant to Section 504 of the Gramm-Leach-Bliley Act (15U.S.C.6801 et seq.) and all supporting regulations, as amended from time to time;
 - b. Comply with all applicable privacy laws and other laws with respect to the completion and processing of Mortgage Loan Applications;
 - c. Maintain an information security program that meets the industry standards; and
 - d. Originate each Mortgage Loan in full compliance with applicable law, the requirements of investors, and other written communications of MLS, including those contained in the MLS Underwriting Guidelines; and

- k) Seller agrees that it will not use for its own benefit or the benefit of any other person or entity and will not disclose to any person or entity the confidential information relating to MLS which it has acquired or which it may acquire during the term of this Agreement.

Duties of MLS

MLS shall exercise commercially reasonable efforts in connection with the performance of the following duties:

- a) MLS shall Underwrite or cause to be Underwritten every Mortgage Loan submitted by Seller under this Agreement, provided, however, MLS shall have no obligation to issue a commitment for, or close a Mortgage Loan which it determines, in its sole and absolute discretion, does not meet MLS's Underwriting requirements;
- b) MLS shall:
 - a. Issue a loan approval if the Mortgage Loan Application complies with all MLS requirements, including but not limited to those contained in the MLS Guidelines, and MLS elects to accept a Mortgage Loan Application; or
 - b. Issue a notice of rejection in compliance with applicable law if MLS determines that any Mortgage Loan Application submitted hereunder does not meet its Underwriting standards, in its sole and absolute discretion;
- c) MLS shall duly consider each and every Mortgage Loan Application submitted by Seller and may rely upon the materials and information supplied to it by the Seller as well as the authenticity and accuracy of all signatures appearing on documents and instruments delivered to MLS;
- d) If MLS decides, in its sole discretion, that the Applicant does not qualify for the Mortgage Loan that he/she applied for, MLS shall prepare and deliver to the Applicant a denial notice; and
- e) Upon the issuance of a commitment in MLS's name to the Borrower, MLS shall generally proceed with Closing of the Mortgage Loan in accordance with the terms and conditions set forth in the commitment to the Borrower but MLS reserves the right, in its sole and absolute discretion, to cancel the funding of any Mortgage Loan or Mortgage Loans for any reason which MLS determines to be material, in its sole and absolute discretion.

MLS's Warranties & Representations

MLS represents and warrants that MLS possesses all necessary licenses from all regulatory authorities having jurisdiction over MLS and its mortgage lending activities.

Post-Closing Documentation

Seller's Obligation Regarding Post-Closing Documents; Set-off

Seller agrees that it is responsible for assisting in obtaining and delivering post-closing documents required to complete closed Mortgage Loan packages within the time frames established by MLS in its lending requirements or otherwise. MLS, in its sole and absolute discretion, may exercise its option to NOT fund a Mortgage Loan if all closing conditions are not satisfied prior to funding. Seller understands that it is not authorized or empowered to accept or clear any lending conditions of MLS. Seller further understands and agrees that if Seller fails, neglects or refuses to obtain and deliver any post-closing documents reasonably required by MLS, MLS shall have the unilateral right to offset the reasonable costs associated with securing such post-closing documents against any amounts due Seller by MLS. The failure, refusal and/or neglect of



Seller to secure post-closing documentation in a timely manner shall entitle MLS to exercise a right of set off with respect to any amounts due Seller.

Indemnification, Purchase by Seller and Early Payoff

Indemnification by Seller

Seller agrees to indemnify, defend (by counsel acceptable to MLS), and hold MLS harmless from and against any and all liabilities, claims, losses, damages and out of pocket costs, including attorney's fees and court costs ("individually a "Claim" and collectively the "Claims"):

- a) Resulting from any breach of this Agreement;
- b) Resulting from any act or omission by Seller in connection with any Mortgage Loan subject to this Agreement;
- c) Arising from or in connection with Seller's use of any non-industry standard form not provided or approved by MLS in connection with any Mortgage Loan;
- d) Concerning miscalculations and other errors which result from Seller's independent application and processing procedures as well as for its misuse of forms required by MLS;
- e) Asserted against MLS under provisions of RESPA, including without limitation, claims based upon, or arising as a result of, any payments received by Seller in the nature of rate spread premium, service release premium, back points, discount points, Seller rebates, and the like;
- f) Incurred or paid by MLS as a result of the exercise of a right of cancellation or right of recession by any Borrower in connection with a Mortgage Loan; and
- g) Extraordinary servicing costs or carrying costs related to any Mortgage Loan as a result of any of the following circumstances:
 - a. Any breach of any representation, warranty or covenant contained herein, or any material breach of this Agreement; or
 - b. If MLS is required to repurchase any Mortgage Loan which it has sold to an investor, or which it has placed or pledged to a mortgage pool, which repurchase requirement is a result of the Mortgage Loan being classified as a Defective Loan as the result of any act or omission of Seller; (each a "Repurchase Event"), the Seller shall be obligated to promptly repurchase such Mortgage Loan. If any Claim shall be asserted or brought against MLS by reason of any such act or omission of Seller, Seller shall upon demand, obtain representation by legal counsel acceptable to MLS to defend MLS against any such Claim and Seller shall pay all costs and attorney's fees incurred in such defense.

Terms of Indemnification

- a) Seller may be required, at MLS' option, to remit to MLS immediately upon demand a good faith advance to be applied by MLS to cover any such Claim arising from such Repurchase Event, and
- b) Seller may be required, at MLS' option, to remit to MLS immediately upon demand a non-refundable loan administration fee, and
- c) Seller shall immediately upon receipt of notice from MLS confirming the occurrence of a Repurchase Event, fully reimburse MLS for the rate premium and/or service release premium originally paid to Seller at the time the Mortgage Loan was purchased by MLS, whether such premium was included in the gross price paid or referenced separately, and

- d) Seller may additionally be required to remit to MLS immediately upon demand following a Repurchase Event, any additional amount to cover actual loss to MLS not otherwise reimbursed by the good faith advance or loan administration fee, as outlined above. Any good faith advance and additional amounts required under a) and/or b) herein in excess of actual losses will be returned to the Seller upon final loss reconciliation by MLS. Seller agrees that its failure to comply with the terms of the indemnification sections within this Agreement shall give MLS the right to demand full repurchase of said Mortgage Loan, and upon any such demand, Seller shall promptly repurchase such Mortgage Loan and reimburse MLS for all costs and expenses associated therewith.

Right of Set-off

Seller grants MLS the right of set-off and MLS may deduct any fees, penalties, damages, or other sums owed by Seller to MLS hereunder from the purchase price or loan funding of any Mortgage Loans purchased from Seller and/or funded by MLS. MLS may also withhold, set-off and apply any fees, expenses or other matters otherwise due and payable to Seller to any obligations of the Seller to MLS. MLS shall have the right to withhold any fees or payments until the Loan file is complete and the Seller has performed all of its obligations under this agreement.

Sellers Obligation to Cure or Repurchase by Seller

Seller shall be required, within such reasonable time frames as set forth in MLS' notice, to either promptly and fully cure such breach or defect, or, Seller shall otherwise repurchase the Mortgage Loan (or the real estate that secured such Mortgage Loan, if foreclosure has taken place) in full. If the defect is not cured by Seller within the earlier of such time period as required by FHLMC, FNMA or other investor making a claim with regard to such Mortgage Loan or 30 days from the date of MLS' notice (whichever date is earlier), then Seller shall immediately repurchase such Mortgage Loan (or the real estate that secured such Mortgage Loan, if foreclosure has taken place). The repurchase price shall be the sum of:

- a. The current unpaid principal balance of the Mortgage Loan at the time of repurchase (or at the time of the foreclosure sale date if such Mortgage Loan has been foreclosed),
- b. The accrued and unpaid interest on such principal balance at the mortgage note rate from the paid-to date of the loan through and including the last day of the month in which the repurchase price is paid,
- c. All costs and expenses, including without limitation, reasonable attorneys' fees and expenses, incurred by MLS as a result of Seller's breach of this Agreement or enforcing the terms of this Agreement or Seller's, obligation to repurchase the Mortgage Loan, and
- d. Any unreimbursed advances made by MLS to protect MLS' interest in the Mortgage Loan or related property and (v) any other fees, costs or amounts relating thereto. Upon any such repurchase by Seller, MLS shall endorse the mortgage note (without recourse) and shall assign any security therefore (without recourse and in recordable form) to Seller.

Repurchase Procedure

Seller shall prepare the assignment of mortgage and pay all costs and expenses reasonably incurred by MLS in effecting the re-conveyance of a repurchased Mortgage Loan including, but not limited to, the cost of recording the assignment of Mortgage. Upon completion of such purchase or repurchase by Seller, MLS shall forward to Seller all servicing records and all documents relating to such repurchased Mortgage Loan.





Purchase Procedure

MLS shall send notice to Seller of any demand for purchase within ninety (90) days of the discovery of any event causing such demand for purchase. Seller shall have thirty (30) days from date of receipt of such notice to cure any material breach. If such breach is not cured in MLS's sole judgment, the purchase shall be affected within ten (10) business days of receipt of written demand by MLS. The purchase price shall be equal to the outstanding principal balance owing on the date of purchase; plus all fees paid; any compensation paid by MLS to Seller; plus any advances made by MLS for taxes, insurance, foreclosure expense or any other related expense; plus interest that has accrued but not been paid up to and including the date the purchase funds are received by MLS. At the time of purchase, MLS will arrange for the assignment of the purchased Mortgage Loan to Seller.

Early Payoffs and Early Payment Defaults

MLS is committed to the long-term performance of its loans. As such, should any Mortgage Loan delivered to MLS hereunder be paid off within one hundred eighty (180) days of the funding of such Mortgage Loan for any reason, Broker shall promptly deliver to MLS the greater of:

- a) Any and all fees paid to Broker by MLS if paid off in the first 60 days following funding; or
- b) 1.5% of the amount of the Mortgage Loan for conventional programs or 1.75% of the amount of the Mortgage Loan for government programs if paid off in the first 60 days following funding; or
- c) One (1%) percent of the amount of the Mortgage Loan if paid off 61-180 days following funding.

Similarly, if the Borrower fails to pay the first payment due on a Mortgage Loan within 30 days of its due date, Seller shall promptly deliver one (1%) percent of the amount of the Mortgage Loan associated with such Mortgage Loan to MLS upon demand.

In the event that any Reverse Mortgage Loan Substantially Prepays, Seller agrees to pay MLS a "Recapture Fee." "Substantially Prepays" is defined as a Mortgage Loan that, within 6 months of closing of borrower(s) loan is paid down by:

- e. 20 % (twenty percent) or more of its unpaid principal balance ("UPB"); and/or
- f. \$10,000.

Recapture Fee shall be the percentage of the unpaid principal balance that is prepaid, multiplied by the purchase price/premium paid by MLS to Seller for the subject loan. In the event more than 80% of the unpaid principal balance is prepaid within 6 months of closing, the Recapture Fee shall be 100% of the purchase price/premium paid by MLS to Seller for the subject loan. Seller shall pay to MLS the Recapture Fee within 10 (ten) calendar days of receipt of invoice from MLS. MLS may set-off such Recapture Fee against any other amounts due Seller. If MLS, in its sole discretion, elects to waive this Recapture Fee at any time, such waiver shall not be deemed a waiver of MLS' right to enforce this provision with respect to any other Mortgage Loan.

Retaining Servicing Rights

MLS may, in its sole discretion, demand Seller repurchase only the Mortgage Loan and not the servicing rights associated with such Mortgage Loan. In such instances, MLS shall retain such servicing rights on condition that Seller subservice the Mortgage Loan on behalf of MLS under the terms and conditions of a mutually accepted subservicing agreement to be entered into between the parties.



Additional Remedies

MLS' right to demand and require Seller to repurchase one or more Mortgage Loans under this Section 12 shall be in addition to any other rights and remedies that MLS may have under this Agreement or by law.

Miscellaneous Provisions

Amendment of Agreement

This Agreement may not be amended except in writing executed by authorized representatives of both Seller and MLS.

Waiver Nonbinding

The failure of MLS to insist in any one or more instances upon strict performance of any of the covenants, agreements, or conditions of this Agreement, or to the exercise of any rights hereunder, shall not be construed as a waiver or a relinquishment for the future of such covenants, agreements, conditions or rights, and any and all waivers must be in writing and be signed by the party waiving its rights.

No Obligations to Make Loans

Nothing contained in this Agreement shall be construed to require MLS to purchase and/or fund any Mortgage Loan or Mortgage Loans submitted by Seller pursuant to the terms hereof. Approval and funding of any such Mortgage Loan or Mortgage Loans shall be in the sole and absolute discretion of MLS, and said decision will be made on a loan by loan basis. Seller shall not be obligated to submit any particular mortgage loan applications or any minimum number of loan applications to MLS.

Force Majeure

Should any circumstance beyond the control of either party occur which delays or renders impossible either party's performance of their obligations herein, the performance of such obligation shall be postponed for such time as such performance has had to be suspended or delayed on account thereof or canceled if such performance necessarily has been rendered impossible by an event of force majeure. Events of force majeure shall include, without limitation, "shut downs" regardless of the cause, accidents, acts of God, labor strikes or other labor disputes, actions of regulatory and licensing agencies, and any other similar circumstance beyond the control of the parties. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

No Agency or Employment Relationship

Both parties understand and agree that this Agreement does not create or establish a relationship of employer and employee between MLS and Seller, nor is it intended that Seller will be MLS's partner, joint venture partner or agent. Seller is an independent contractor, and is hereby expressly prohibited from holding itself out as an agent, representative or employee of MLS or of having any endorsement from or affiliation with MLS.

Term

This Agreement is for an initial term of one (1) year and shall automatically renew for successive terms of one (1) year each, unless terminated earlier pursuant to the Termination section below.



Termination

This Agreement may be terminated by either party for any reason, with or without cause, breach or other justification, upon seven (7) days prior written notice, and may be terminated immediately:

- a) For breach of any covenant, obligation, or duty herein contained; or
- b) For violation of any law, ordinance, statute rule or regulation governing the conduct of either party hereto; or
- c) Upon the suspension, cancellation, or termination of any license or permit required by a party to conduct business and/or perform its obligations hereunder; or
- d) If any warranty, representation or statement made by a party to this Agreement was false in any material respect when made or furnished; or
- e) In the event a party becomes a debtor in any voluntary or involuntary bankruptcy proceeding; or
- f) In the event that a party shall become insolvent, fails to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or
- g) In the event of a seizure, execution or levy upon material assets of a party; or
- h) In the event of a dissolution of a party; or
- i) Upon the sale or disposition of a significant portion of the assets or equity interests of a party; or
- j) In the event that a trustee, custodian or receiver shall be appointed in connection with material assets of a party. Termination shall not affect the obligations with respect to any Mortgage Loans submitted prior to such termination, except that MLS shall not be obligated to purchase and/or fund any such Mortgage Loans approved prior to termination if MLS terminates this Agreement for breach by Seller on the basis of fraud, dishonesty, misrepresentation or negligence. In addition, termination shall not affect either party's obligations with respect to amounts previously owed to the other party pursuant to this Agreement, or Seller's indemnification obligations to MLS.

Entire Agreement

The arrangements and relationships contemplated in this Agreement and/or any document referred to herein constitute the sole understanding and agreement of the parties. No other or further arrangements, understandings or discussions between the parties will be considered valid unless they are in writing and executed by each of the parties, except as otherwise provided in this Agreement, this Agreement supersedes all other agreements, covenants, representations, warranties, understandings and communications between the parties, whether written or oral, with respect to the transactions contemplated by this Agreement.

MLS Amendments and Website

This Agreement, and MLS's policies, procedures, requirements and instructions concerning Mortgage Loan Applications and Mortgage Loans, including but not limited to those contained in the MLS Guide, may be amended by MLS from time to time, and MLS will endeavor to provide Seller with prompt notice thereof, which may occur by posting any such amendments on MLS' website, which Seller is required to regularly check and monitor as a condition of this Agreement. Seller agrees that the submission of any Mortgage Loan Applications or Mortgage Loans to MLS after such amendment shall be Seller's agreement to the amendment without further signature or consent of any kind. Any such amendment shall apply to prior, pending, and/or future Mortgage Loan Applications submitted by Seller.



Quality Control

Seller shall permit any officer, employee or designated representative of MLS, at any reasonable time during regular business hours, to examine, reproduce and make audits of any of the processes implemented and documents in the possession or control of Seller regarding any Mortgage Loan or Mortgage Loan Application submitted to MLS pursuant to this Agreement. If upon the request of MLS, Seller fails to timely deliver all documents and records associated with or related to any Mortgage Loan or Mortgage Loan Application submitted to MLS pursuant to this Agreement, Seller shall give MLS and its officers, employees, or designated representatives reasonable access to Seller's premises in order to allow MLS to retrieve, prepare, reproduce and otherwise obtain all such documents and records. Seller shall also make its officers, employees, and/or designated representatives available to MLS and shall cooperate with MLS in connection with all such examinations, audits and document and record collection activities.

Further, Seller hereby consents and gives MLS permission to record telephone calls between employees and independent contractors of MLS and Seller for quality control purposes and further, Seller represents and warrants that it has obtained or will obtain all required consents and approvals of Seller's current and future employees and independent contractors authorizing MLS to record such phone calls.

Invalidity & Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and any provision determined to be invalid and/or unenforceable by a court or tribunal of competent jurisdiction shall be revised and reformed to make such provision valid and/or enforceable, if possible, to the fullest extent permitted by law, otherwise this Agreement shall be construed as if such invalid or unenforceable provision was omitted.

Benefit & Assignment

Seller may not assign its rights and/or delegate its duties and obligations under this Agreement without the written consent of MLS. MLS may assign its rights and/or delegate its duties and obligations under this Agreement to any subsidiary, affiliate or successor in interest without the consent of Seller. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, applicable federal laws and the laws of the State of Michigan, without reference to conflict of laws principles. The parties to this Agreement hereby unconditionally and irrevocably:

- a) Submit to the exclusive jurisdiction of the Oakland County (Michigan) Circuit Court, or in the event that original jurisdiction may be established, the United States District Court for the Eastern District of Michigan, Southern Division, sitting in Detroit, Michigan (hereinafter the "Courts"), in any action arising out of this Agreement;
- b) Agree that all claims in any action must be decided in one of said Courts.

Seller Advertising & Customer Privacy

Seller may advertise to the public the availability of various loan programs and Seller's services, but Seller may not, in any way, directly or indirectly identify MLS or related parties in any such advertising unless:

- a) Required by applicable laws or regulations; or
- b) MLS has, in advance, approved use of MLS's name by the Seller in writing. Seller agrees to provide MLS upon its request with model advertising samples in use at the time of application to do business with MLS, as well as to notify MLS with questions on any substantive changes to those advertisements, or of any new advertisements Seller uses. Without the prior consent of MLS, Seller shall not sell or distribute any customer or contact list incorporating the names, addresses or any non-public personal information of such Borrower(s) or Mortgagors.

Enforceability & Construction

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction, and to this end, the provisions hereof are severable. In the event any of the terms or provisions contained in this Agreement conflict with those contained in other documents executed in connection with this Agreement, the terms and provisions of this Agreement shall govern and control. In the event of any conflict, inconsistency or ambiguity between the terms of this Agreement and those contained in any Addendum hereto or Amendment hereof, the terms and conditions of such Addendum or Amendment shall be deemed to govern and control. Notwithstanding the foregoing, in the event of any conflict, ambiguity or inconsistency between the terms and conditions contained in this Agreement and those set forth in the MLS Guide, the terms and conditions of the MLS Guide shall be deemed to supersede and control.

Attorney's Fees

In the event a dispute arises under this Agreement between Seller and MLS, which dispute results in legal action being taken by one or both of the parties, the prevailing party shall be entitled to recover its reasonable attorney fees, costs and other expenses associated with the enforcement of its rights under this Agreement, and the non-prevailing party hereby agrees to promptly pay same.

Counterparts and Electronic Signatures

This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute the same Agreement. The parties to this Agreement hereby further agree that due to their distant locations and/or differing schedules, this Agreement may be executed via facsimile, electronic mail or electronic signature and that a facsimile or electronic signature of this Agreement containing counterpart facsimile or electronic or other signature shall be valid and binding for all purposes.



Notices

Any notices necessary to be given under the provisions of the Agreement will be sufficient if in writing and delivered personally, by U.S. certified mail, return receipt requested or by any nationally recognized express courier service to:

Midwest Loan Solutions, Inc.
Attn: TPO Administration
29777 Telegraph Road
Suite 3580
Southfield, MI 48034

Seller: _____

Attention: _____

No Third Party Beneficiaries

The parties to the Agreement do not intend to confer benefits upon any person or entity who or which is not a signatory to this Agreement.

Time is of the Essence

Time shall be of the essence for purposes of this Agreement as well as with respect to all of the documents and instruments executed in connection herewith.

Interpretation

This Agreement (and all agreements, documents, instruments and/or addendums referred to or incorporated into this Agreement) is being entered into among competent persons, who are experienced in business and represented by counsel, and has been reviewed by the parties and their counsel. Therefore, any conflicting or ambiguous language contained in this Agreement (and all agreements, documents, instruments and/or addendums referred to or incorporated herein) shall not necessarily be construed against any particular party as the drafter of such language.

Waiver of Jury Trial

The parties acknowledge that the right to trial by jury is a constitutional one, but that it may be waived. The Parties, after consulting counsel of their choice, each hereby knowingly and voluntarily, without coercion, waive all rights to a trial by jury of all disputes between them.



Wherefore, the parties hereto have executed the above and foregoing Agreement as of the day and year first above written.

Authorization

Seller hereby consents and gives MLS permission to obtain information about the Seller. Seller agrees to provide written confirmation to MLS that it has conducted background checks on any and all employees and independent contractors of the Seller that include, without limitation, professional history information, criminal record information, credit information and other public information. Further, at MLS's request, Seller agrees to provide MLS with the adjudication criteria associated with such background checks as well as the results indicating conformance to such criteria. At MLS's request, Seller also agrees to confirm in writing that the background checks of its employees and independent contractors produced no violation(s) of applicable agency guidelines as well as all federal, state and/or local laws by said employees and independent contractors. Seller consents to the release of information to regulators and law enforcement agencies about any Mortgage Loan or loan application that may be suspected to contain misrepresentations and/or irregularities. It is understood and agreed that Seller and its employees may be named as the originator or loan officers on such Mortgage Loans, whether or not Seller or its employees are implicated in any allegations of wrongdoing. Seller hereby releases and agrees to indemnify, defend and hold harmless MLS from and against any and all liability for damages, losses, costs and expenses that may arise from the reporting or use of any information submitted by MLS or used in any way by MLS.

Authorization Release

Seller hereby consents to a review and confirmation of any and all documents, records and other information related to its officers, directors, principals, and similarly situated persons with strategic decision making authority in Seller and Seller as to their and its business professional and financial reputation and standing, personal financial standing, fitness as a mortgage Seller, a concurrent funding Seller and/or wholesale Seller, and such other information as may be received during the review and confirmation to be provided to MLS. Every firm, company, governmental agency, court, association or institution having control of any documents, records and other information pertaining to Seller or any of its officers, directors, principals, and similarly situated persons with strategic decision making authority in Seller is hereby authorized and requested to furnish, allow to be copied or otherwise provide, information of the kind described above to MLS or its representatives, conducting the review and confirmation.

This authorization and request includes, but is not limited to, documents, records or files regarding any charges or complaints filed against any of the aforementioned individuals, including any complaints erased by law, whether formal or informal, pending or closed, and information from Interthinx, Inc. database. Seller specifically authorizes and requests consumer credit reporting agencies to provide personal credit history on any owner of Seller, executive officer of Seller, or similarly situated person with strategic decision making authority in Seller to MLS. In consideration of the time and expense incurred in reviewing and evaluating the application and qualifications of Seller and its officers, directors, principals and similarly situated persons with strategic decision making authority in Seller as to its and their fitness as a Seller for MLS, and to facilitate the providing of information for the review and confirmation by MLS, on behalf of the aforementioned persons and Seller, on behalf of itself and its officers, directors, principals, and similarly situated persons with strategic decision making authority in Seller, hereby releases, discharges, exonerates



and covenants not to sue any person, company or governmental organization providing information in the review and confirmation, any recipient of information, including MLS, its representative, its parent, sister and affiliate companies and its and their officers, agents, employees and independent contractors, from any and all liability of every nature and kind arising from or in connection with the furnishing of information, the inspection of documents, records and other information, and the preparation of the review and confirmation of the information provided to MLS.

Midwest Loan Solutions Third Party Origination

Midwest Loan Solutions strives to be a best-in-class full service financial institution by providing responsive, user-friendly, cost-effective, high quality and compliant residential mortgage services.

Our vision is to be the preferred lender for financial services, by introducing a truly remarkable experience, where education, integrity and professionalism are at the center of our business model.

Broker Channel

- The loan closes in the name of Midwest Loan Solutions and utilizes MLS funds to close.
- In this type of transaction, MLS is the creditor per TILA.
- MLS will underwrite all loan products for all Brokers. All underwriting conditions will be tracked on the MLS TPO Connect portal.

Non-Delegated Correspondent Channel

- The loan closes in the name of the Non-Delegated Correspondent and utilizes their funds to close.
- The Non-Delegated Correspondent utilizes Midwest Loan Solutions to underwrite the loan.
- In this type of transaction, the Non-Delegated Correspondent is the creditor per TILA.
- MLS will underwrite all loan products for all Non-Delegated Correspondents. All underwriting conditions will be tracked on the MLS TPO Connect portal.

Delegated Correspondent Channel

- The loan closes in the name of the Delegated Correspondent and utilizes their funds to close.
- The Delegated Correspondent utilizes their underwriters and draws and closes their own closing documents.
- Delegated Correspondents deliver a complete closed loan package to Midwest Loan Solutions for review and purchase.
- In this type of transaction, the Delegated Correspondent is the creditor per TILA.
- MLS relies on the Delegated Correspondent to underwrite all loans in accordance with Agency Guidelines, state and federal regulation and MLS's guidelines as outlined on the MLS TPO Connect portal.



Application and Agreement – Non-Delegated Correspondent

Wherefore, the parties hereto have executed the above and foregoing Agreement as of the day and year first above written.

Seller _____

Signature _____ Date _____

Print Name _____

Print Title _____

Lender _____ Midwest Loan Solutions, Inc. _____

Signature _____ Date _____

Print Name _____

Print Title _____





Overview

The following process and time frames are a guide and are intended to set the proper expectations regarding VA sponsorship approval.

VA Sponsorship Approval Process

MLS encourages Brokers/ Lenders to submit the following as early in onboarding as possible. VA sponsorship approval can take 2-4 weeks to complete.

Please note: MLS will not accept an application from a Broker/ Lender that does not have approved VA sponsorship.

1. Completed VA request form (attached)
2. Check for \$100.00 made payable to Midwest Loan Solutions
3. Send completed form to:

Midwest Loan Solutions
Attn: TPO Administration
29777 Telegraph Rd. Suite 3580
Southfield, MI 48034
Phone: (855) 387-0178
TPOAdministration@midwestloansolutions.com

MLS will complete the following:

1. Send the check and sponsorship request documents to VA via UPS 2-day Express Air.
2. Notify the Broker/ Lender and the Account Executive of the date the check and sponsorship request documents were sent to VA.
3. Notify the Broker/ Lender and the Account Executive upon receipt of approval from VA.

Note: VA sponsor approvals are valid for one year. It is the responsibility of the Broker/ Lender to request renewal sponsorship approval with MLS. The Account Executive will be notified 30 days prior to the VA sponsorship approval expiration.



Agent Approval Request

Sponsoring Lender's Name: Midwest Loan Solutions

Lender ID: 749593-00-00

Contact Name: TPO Administration

Contact Email: tpoadministration@midwestloansolutions.com

Agent's Name: _____

Agent's Lender ID: _____

Agent's Tax ID: _____

Agent's Address: _____

Contact's Name: _____

Contact's Title: _____

Contact's Phone #: _____

Contact's Fax: _____

Contact's Email: _____

Please Select: _____

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
-				-					
or									
Employer identification number									
-									

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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