



Broker Approval Package Checklist

Broker's Name: _____

Date: _____

REQUIREMENTS	
	Broker Agreement /Exhibit A
	Loan Fraud Zero Tolerance Agreement
	Broker Authorization Form
	Employee Roster and Credentials (Role, Full Name, Email Address, NMLS (for LO's) Cell Phone Number)
	Articles of Incorporation
	Principal / Partnership / Member Authorization Form
	Broker Compensation Agreement
	Broker Credit Report (dated within 90 days for all owners)
	Completed IRS W-9 Form
	Last Fiscal Year Audited Financial Statement or Most recent year Balance Sheet and P&L
	Quality Control Plan
	Resumes for Owners, Principals and Key Employees
	Three Professional References
	Affiliated Companies (Escrow Co., Real Estate Co., etc. / if applicable) - Provide Letter of Explanation and Disclosure Statement
	FHA/VA Sponsorship Agreement
	Copy of current Brokers License

Broker Agreement

This Broker Agreement ("Agreement") is entered into by and between Simply Mortgage ("Lender"), and

_____ ("Broker") as of this _____ day of _____, 20____ with reference to the following:

RECITALS

A: The parties wish to establish a nonexclusive relationship whereby Broker will, from time to time and at its option, submit completed application packages for mortgage loans ("Loans") to Lender on behalf of Broker's clients ("Borrowers") for possible funding.

B: The parties now desire to enter into this Agreement to set forth the terms of their relationship.

NOW, THEREFORE, in consideration of the mutual promises and covenants the receipt and sufficiency of which are hereby acknowledged, and agreements hereinafter set forth, the parties hereto agree as follows:

COVENANTS AND AGREEMENT

1. General Broker Responsibility Fees

Broker will at Broker's sole expense perform those services listed on Exhibit "A" to this Agreement in consideration for the fees set forth therein. The contents of all Loan packages and other information submitted to Lender immediately shall become the property of Lender, and all information contained therein may be subject to Lender's independent verification. No fee shall be owed to Broker on account of any proposed Loan which is not funded and closed, and Lender shall have no obligation under this Agreement to Broker if a Loan fails to close and fund, for any reason whatsoever.

2. Loan Approval

Lender shall make available to Broker product descriptions of the various wholesale lending programs being offered by Lender from time to time. Such descriptions shall not be binding upon Lender. Loan approval shall be within Lender's sole discretion. Broker shall not represent to any party that Lender has approved or will approve any loan until Broker is so informed by Lender in writing. Lender shall reserve the right to decline any loan after approval and prior to funding if Lender, in its sole discretion, determines that funding the loan represents a risk of loss to Lender. All Loans shall close in Lender's name. Lender must approve appraisers and their

qualifications in advance; however, such approval does not ensure that Lender will not review or rewrite any appraisal submitted to it.

3. Broker's Warranties

Broker represents, warrants and covenants to Lender, as of (i) the time any Loan package is submitted to Lender, and (ii) as of the time the Loan is funded and closed through the life of the Loan, that:

3.1 Authority and Capacity

Broker is a duly organized and validly existing entity in good standing under applicable laws of the State of _____

and is properly licensed and registered in such state or other states in which it is engaged in the business of originating mortgage loans, and that it has the requisite authority and capacity to enter into this Agreement and the Agreement has been duly authorized, executed and delivered by Broker and constitutes a valid and binding obligation of Broker, enforceable in accordance with its terms. Broker's compliance with the terms and conditions of this Agreement will not violate any provisions of its character documents, any instrument relating to the conduct of its business, or any other agreement, law or regulation to which it may be a party or under which it may be governed.

3.2 No Untrue Statements

None of the statements or information contained in any document submitted with or included as part of the application package, or in any document reviewed in connection with Lender's underwriting decision, contains or will contain any misleading, false or erroneous statements, or omit material facts necessary to make such statements or information accurate and understandable in every respect. BROKER UNDERSTANDS THAT BY MAKING THE WARRANTY CONTAINED IN THIS SUBPARAGRAPH 3.2 IT IS WARRANTING THE ACCURACY OF ALL INFORMATION CONTAINED IN ANY LOAN PACKAGE SUBMITTED TO LENDER, WHETHER OR NOT SUBMITTED BY BROKER AND WHETHER OR NOT BROKER HAS KNOWLEDGE OF, OR REASON TO SUSPECT, ANY INACCURACY.

3.3 Absence of Claims

Except as previously disclosed by Broker to Lender in writing, there is no pending or any threatened suit, action, arbitration, or legal, administrative, or other proceeding or investigation (including an allegation of fraud by another lender) against Broker or its current or former owners, agents, or employees which could have a material adverse effect on the Broker's business, assets, financial condition, or reputation, or upon any Loan submitted for funding, or previously funded, by Lender. Broker further agrees to notify Lender within 7 business days of any occurrence described above.

3.4 Control of Documents

No Borrower shall have had in its direct or indirect possession or control any credit, income, or deposit verification document submitted to Lender with respect to any Loan.

3.5 Duly Licensed

Broker possesses all necessary licenses, permits, and authority to execute and deliver this Agreement to engage in the activities contemplated by this Agreement, and Broker is in full compliance in all respects, and in good standing, with all regulatory and supervisory agencies having jurisdiction over Broker.

3.6 Ownership

Broker, or any immediate family member, has no direct or indirect ownership interest in any property acting as security for the Loan, or affiliation or relationship with any other party having a financial interest in the Loan or the Loan transaction.

3.7 Compliance with Laws

Broker and each other person involved in the Loan transaction has complied and will comply with all applicable state and federal laws with respect to the Loans and the activities of Broker. The Broker and each other person involved in the Loan transaction is in full compliance in all respects with all rules and regulations of all real estate and mortgage lending regulatory and supervisory agencies as are applicable to Broker and such person(s), and broker and all such person(s) are presently in good standing with, and hold all licenses and approvals required by, such agencies. Broker covenants to maintain all licenses and approvals on a current basis and to keep itself in good standing with such agencies. Broker further covenants to notify Lender immediately upon the suspension, revocation, expiration or other termination of any licenses or approvals, or of the taking of any action by any such agency against Broker or such person(s), which could adversely affect the Broker's licenses and approvals.

3.8 Fees

Any fees (and the amount of such fees) imposed by Broker upon Borrower have been determined by negotiations between Borrower and Broker. The total fees to be received by Broker have been separately itemized and fully disclosed to Borrower and are reasonably related to the market value of the services rendered by Broker in connection with the Loan. Broker agrees that any fees paid by LMB to Broker shall be waived if Broker fails to cash any check for payment or request a replacement check within 180 days of issuance. In the case of a replacement check, the 180 day waiver shall accrue from the issue date of the original check. Broker further agrees that Borrower shall not be charged any additional amounts over the fees actually paid to third parties, including but not limited to credit reporting agencies, pest inspection companies, and real estate appraisers.

3.9 Services to Borrower

At all times during the term of this Agreement, with respect to each Borrower whose application has been submitted to Lender, Broker has observed and shall observe and fully discharge the fiduciary duties owed by mortgage brokers to their clients under applicable law. In particular, and without limitation to the foregoing, whenever required by such fiduciary duty, Broker, its employees and/or agents has provided to Borrower any requisite disclosures, including, without limitation, DRE Form 883. In addition, Broker has submitted to Borrower for Borrower's consideration products from at least two different lenders (in addition to Lender) and the total compensation to Broker from each of these lenders (including Lender) (i) was substantially identical, and (ii) in no way influenced the Borrower's or Broker's decision to submit the application to Lender. In addition to having assisted Borrower in the completion of his or her loan application, Broker has fully and satisfactorily performed at least five of the services set forth on Exhibit "A." All services were performed to the full satisfaction of Borrower and in accordance with accepted and customary standards in the mortgage lending industry generally, and Broker is not aware of any dispute or claim by any borrower that all such services were not fully and satisfactorily performed.

3.10 No High Cost Mortgages

Broker agrees that no Loan meets the definition set forth in Section 226.32(a) of, or is otherwise subject to the provisions of Section 226.31 and Section 226.32 set forth in, Regulation Z promulgated by the Federal Reserve Board under the federal Truth in lending Act. Based upon borrower's credit, income, debts and financial condition, Broker believes that Borrower has the ability to repay the Loan in accordance with its terms. The Borrower has not signed a letter or otherwise notified Broker in connection with the Loan application that Borrower is unable to repay the Loan in accordance with its terms.

4. Status of Broker

Nothing in this Agreement shall be construed as making the Broker a joint venture, partner, representative, employee or agent of Lender. Broker shall not hold itself out as such, nor shall it use Lender's name in any advertising. Broker's decision to submit application packages to Lender has been made in consultation with Borrower.

5. Broker Indemnification

An investor may require Simply Mortgage to indemnify/repurchase the investor's interest in a monetary default loan, and Simply Mortgage will in turn require Broker to indemnify/repurchase, under the following conditions:

Made false warranties or representations.

Failed to provide investor with information that is true, complete, and accurate concerning the mortgage.

Violated or failed to comply with any applicable law designed to protect the health and safety of the mortgaged premises' occupants.

The borrower or any other party in the mortgage transaction has made any false representation in conjunction with such transaction, whether or not Simply Mortgage or Broker was a party to or had knowledge of such false representation.

The mortgage insurance ("MI") cancels coverage and/or denies a claim under such coverage due to fraud, misrepresentation or omission of a material fact, or for any other reason related to the eligibility of the mortgage for MI.

Simply Mortgage is required by their investor to repurchase a Loan due to an Early Payment Default (EPD) pursuant to their loan purchase agreement.

Simply Mortgage will utilize its legal and administrative resources to challenge an investor's decision to require indemnification or repurchase of a mortgage, but the investor's decision shall be conclusive. Because failure to comply with an investor's indemnification/repurchase demand may result in suspension of selling privileges or disqualification of Simply Mortgage as an investor seller, Simply Mortgage must indemnify/repurchase an investor's interest in the identified mortgage within the investor's applicable time frame.

6. Lender's Rights

Broker's obligation to fully indemnify Lender under this Agreement shall not be affected by Lender taking any of the following actions with or without notice to Broker; (a) liquidation, repayment, retirement, or sale or resale of any Loan; (b) foreclosure of any Loan; or (c) sale or resale of the property securing any Loan.

7. Disclosure of Information

Broker acknowledges and agrees that Lender may report instances of Broker making any material misstatement in connection with a Loan, or Broker's knowingly aiding a Borrower, or any other party involved in the Loan transaction to do the same, to appropriate state or federal regulatory authorities or law enforcement agencies. In addition, Broker shall make prompt, timely, full, accurate and truthful disclosures to Lender of all facts, information and documentation that

Broker may know, suspect, or have notice of, which could affect or has affected the validity, collectability, collateral value, security, and enforceability of any loan originated by Broker for funding, by Lender.

8. Termination of Agreement

This Agreement may be terminated by either party at any time, upon written notice thereof to the other. The representations, warranties, covenants, and obligations of Broker in regard to any loans funded by Lender prior to termination of this Agreement shall remain in full force and effect notwithstanding termination or cancellation of this Agreement for any reason.

9. Governing Law

This Agreement shall be governed by, construed, interpreted and applied in accordance with the law of the state of California. Any action to interpret or enforce this Agreement must be brought in a court with competent jurisdiction within Contra Costa County, California. Notwithstanding, if Lender is named as a defendant in any action outside the state of California, for or relating to a Loan originated by Broker to which an obligation *may* arise out of this Agreement, Broker hereby unequivocally consents to such jurisdiction. Broker hereby irrevocably submits to the alternate jurisdiction and waives the defense of inconvenient forum to the maintenance of any such action, suit or proceeding in such state or Federal court and any other substantive or procedural rights or remedies it may have with respect to the maintenance of any such action or proceeding in either forum.

10. Miscellaneous

10.1 Right to Offset.

Amounts owed by Broker to Lender under this Agreement may, at Lender's option and in its sole discretion, be offset by Lender against any payments then or thereafter owed by Lender to Broker.

10.2 Notices.

All notices required hereunder shall be in writing and shall be deemed to have been given, made, and received only (a) upon delivery, if personally delivered to a party; (b) one business day after the date of dispatch, if by facsimile transmission; (c) one business day after deposit, if delivered by a nationally recognized courier service offering guaranteed overnight delivery; or (d) three business days after the deposit in the United States first class mail, certified mail, postage prepaid, return receipt requested, to the address appearing on the signature page of this Agreement. Lender the aforementioned rebate, if any.

10.3 Attorney's Fees

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to attorneys' fees (in-house and outside counsel) and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

10.4 Assignment

Broker may not assign this Agreement or any of its duties hereunder.

10.5 Entire Agreement; Amendment

This Agreement, and attachments thereto specifically incorporated by reference, constitute the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment shall be binding unless executed in writing by both parties.

10.6 Waivers or Remedies

Failure or delay to audit any Loan prior to funding and closing, or to exercise any right or remedy available under this Agreement or at law or equity, shall not act as a waiver of any other right or remedy, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. All remedies shall be cumulative and nonexclusive.

10.7 Partial Invalidity

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

10.8 Further Assurances

Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement. In the event any borrower(s) exercises his, her or their right of rescission, Broker shall promptly pay to Lender all amounts collected by Broker from Borrower in connection with the Loan, regardless of whether such amounts were disbursed by Broker to other parties.

10.9 Non-Solicitation Clause

Notwithstanding anything in this agreement to the contrary, Broker shall not, within 12 months of the funding of the loan, on behalf of itself or any party, solicit or otherwise conduct business with any Borrower whose Mortgage Loan closes pursuant to this Agreement for any transaction relating to the Mortgage Loan or any other loan, whether held by Lender or not, which is also secured by the premises securing the Mortgage Loan and while Lender, including its

subsidiaries, affiliates, and assigns holds or services the Mortgage Loan, unless it obtains the express written consent of Lender. In the event that the Lender pays a Premium to the Broker or credit to the Borrower on a loan and the loan is pre-paid by the borrower (mortgagor), whether voluntary or involuntary, within 180 days from the sale date, the Broker is required to refund the entire Premium. Broker shall pay the Lender within thirty (30) days from notification.

10.10 Provisions of Information

During the term of this Agreement, Broker shall furnish Lender, by bonded courier, all notices, communications, documents, correspondence and other materials received by Broker from any person whatsoever relating to a Loan within one day following receipt thereof by Broker

10.11 Notice

Broker agrees to immediately provide Simply Mortgage with written notice of: (a) breach of Broker's representations and warranties, (b) suit, litigation, or proceeding concerning Broker directly or indirectly, which may affect Broker's operations, financial or other condition, business, property, assets, or ability to perform under this agreement, (c) changes in ownership of Broker of Record, name of Broker, Broker's address and phone numbers, Broker's tax identification numbers, or Broker of Record, if applicable for licensing purposes, (d) changes in Broker's financial or other condition, operations, business, property, assets, which may materially affect Broker or Broker's ability to perform under this agreement, and (e) notice of any investigation, revocation, suspension, or other adverse action or potential action by an agency or authority concerning Broker's licenses, permits, or ability to conduct business.

10.12 Counterparts

This Agreement may be executed and delivered in counterparts, each of which shall constitute an original, and all of which together shall constitute one Agreement. A facsimile, telecopy or other reproduction of this Agreement may be executed by either Party, and an executed copy of this Agreement may be delivered by either Party by facsimile or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such Party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

IN WITNESS WHEREOF, the parties have caused there duly authorized representatives to execute this Broker Agreement as of the date first set forth above.

**LENDER:
Simply
Mortgage**

BY: _____
PRESIDENT

BROKER:

BY: _____
BROKER

Print Name:		Date:
Company Name:		
Address:		
Phone:	Email:	
Company NMLS:	Broker NMLS:	

simply | mortgage

Exhibit "A"

Services to be performed by Broker:

1. Obtain and compile information from the Borrower and prepare application.
2. Prepare, obtain and review verification of deposit, income and employment.
3. Initiate/order requests for mortgage and other loan verifications.
4. Order appraisal.
5. Initiate/order inspections or engineering reports.
6. Counsel Borrower on existing loan programs of Lender of at least three different lenders; educate Borrower in home buying and financing process, advise Borrower about the different types of loan products available, demonstrate how closing costs and monthly payments would vary under each product.
7. Order preliminary title report, certified copy of CC&Rs from county recorder (if applicable) and other legal documents requested by Lender.
8. Determine whether property located in a flood zone or order flood zone certification.
9. Assist Borrower in understanding and clearing credit problems.
10. Provide disclosures (initial Loan Estimate, Intent to Proceed, Borrowers Authorization, and all required disclosures) to the Borrower; obtain authorization for ordering credit report.
11. Maintain regular contact with the Borrower, Lender and others, between application and closing, to apprise them of the status of the application and to gather any additional information as needed by Lender and others.
12. Compile budget on Borrower's income and assets; analyze income and debt and pre-qualify Borrower to determine the maximum mortgage Borrower can afford.
13. Conduct brief field review of the property to verify occupancy and the external condition of the subject property.
14. Compile financial information (tax returns, bank statements) and other related documents needed for loan application process.
15. Participate in loan closing.
16. Perform other services as Lender shall require to close the Loan(s)

Signature of Broker of Record

Print Name

Date



“Loan Fraud” Zero Tolerance Agreement

All Loan Officers must be aware that the company/broker/principal(s) bear the responsibility for all actions of its employees or licensees’. The Loan Officer is responsible for the content, quality and accuracy of each application taken and each loan submitted to Simply Mortgage

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

TYPES OF LOAN FRAUD

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

CONSEQUENCES

The effect of "Loan Fraud" is costly to all parties involved Simply Mortgage stands behind the quality of its loan production. Fraudulent loans cannot be sold into the secondary market and, if sold, could require repurchase by Simply Mortgage. Fraudulent loans damage our reputation with our investors and mortgage insurance providers and could cause Simply Mortgage’s selling privileges to be suspended and/or terminated with their investors.

The price paid by those who participate in "Loan Fraud" is even more costly. The following is a list of a few of the potential consequences that may be incurred:

CONSEQUENCES TO COMPANY

- 1. Criminal prosecution.
2. Loss of state licensing to perform mortgage loans.
3. Loss of lender / investor access due to exchange of information between lenders, mortgage insurance companies including submission of information to investors, police agencies, and state regulating agencies.
4. Civil Action by applicant/borrower or other parties to the transaction.
5. Agreement to indemnify and hold harmless Simply Mortgage.
6. Loss of HUD approval.
7. Loss of funding facilities.

CONSEQUENCES TO LOAN OFFICER

- 1. Criminal prosecution.
2. Civil action by Simply Mortgage
3. Civil action by other parties to a Transaction, such as borrower, seller or real estate agent/broker.
4. Agreement to indemnify and hold harmless Simply Mortgage.
5. Employee termination.
6. Loss of professional license, if any.
7. Adverse effect of credit history.

I have read the foregoing and understand Simply Mortgage position on Loan Fraud

Signature of Principal/Corporate Officer/Member/Partner

Printed Name

Date

Signature of Broker of Record

Printed Name

Date



Broker Authorization

WHEREAS, _____ (“Company”) and _____ (“Broker”) have determined that it is in both parties best interest to participate in Simply Mortgage TPO Approval Program;

By signing below, Broker hereby unequivocally consents to act as Broker of Record (“Broker”) for Company, in connection with the application submitted herewith for the TPO Program. Broker further acknowledges that Broker possesses all licenses’ and permits necessary to carry out the mortgage lending activities as contemplated herein. Furthermore, Company and Broker adopt the standard application process contained in the Program.

Pursuant to this authorization, Broker, as the licensed officer of Company, shall remain a responsible party, in addition to any other responsible parties of Company, until such time as Broker notifies Simply Mortgage in writing that Broker will cease to act as Broker of Record for company.

Furthermore, Broker hereby covenants and agrees that all payments, as more specifically described in the Agreement, shall be payable to Company.

Signature of Broker of Record

Print Name

Date



Principal/Partner/Member Authorization
(Sole Proprietorship/Partnership/LLC)

WHEREAS, _____ (“Company”) has determined that it is in Companies’ best interest to participate in Simply Mortgage TPO Approval Program;

I, _____, am a Principal/Partner/Member of Company and hereby are authorized, empowered, and directed to execute for and on behalf of Company, contracts as contemplated herein and by affixing my signature below, hereby bind Company and all Principals/Partners/Members as though they had signed themselves.

Signature of Principal/Member/Partner

Print Name and Title

Date

Broker Originator Compensation Certification

To accept loan applications submitted by a Broker to Simply Mortgage; Broker represents, warrants, and covenants to Simply Mortgage that:

1. Broker has in place written compensation plans for each of its loan originator employees in compliance with applicable law and regulations, including but not limited to the originator compensation rules found in Regulation Z, implementing the federal Truth-in-Lending Act (the "Rule").
2. Broker's Loan Originator employees are compensated in the following manner. (Please check all that apply)
 - Salaried (Fixed amount per compensation period that does not vary based on performance.)
 - Hourly (If applicable, with overtime pay in accordance with applicable law)
 - Fixed amount per loan (example, \$500 per loan)
 - Percentage of loan amount (example, 50 bps multiplied by the loan amount)
 - Sole Proprietor with no loan originator employees

3. As to loans on which Broker receives compensation from the Lender (Lender Paid transactions):

- a) Neither the Broker, its loan originators, nor any affiliates of the Broker or loan originator's affiliates will receive any additional compensation or fees from the borrower or from financial concessions a seller has agreed to provide to the borrower.
- b) Neither the Broker, its loan originators, nor any affiliates of the Broker or loan originator's affiliates will receive any compensation or fees from any third party other than Simply Mortgage.

Note: For purposes of this Certification, "additional compensation or fees" includes, without limitation, loan application fees, processing fees, underwriting fees, administration fees or other types of origination fees, but excludes third party fees such as credit report fees.

4. As to loans on which Broker receives compensation from the Borrower (Borrower Paid transactions):

- a) Broker's loan originator employees will be paid solely on an hourly or salaried basis, and any bonus paid to the employee will be calculated on permissible factors under the Rule.
- b) Broker's loan originator employees will not receive a commission or any other loan-based compensation from Broker or any other party, except that Broker may receive compensation from financial concessions the seller has agreed to provide the borrower.

5. Borrower Paid Compensation Selection (cannot exceed 2.75% of the loan amount, this includes all origination/fees payable to the broker):

- a) Broker's compensation practices are compliant with requirements for Borrower Paid transactions as described in item 4 above
 - Yes
 - No

Note: If "No" you are not in compliance with this section, you will not be permitted to deliver borrower paid transactions Simply Mortgage. You may not elect Yes in section b below.

b) Broker intends to submit Borrower Paid transactions to Simply Mortgage.

Yes

No

Note: If "No" Please confirm your answer

6. Lender Paid Broker Compensation Selection (complete all of the following): Loan level compensation must fall within a minimum of \$1,000.

<input type="checkbox"/>	1.000%
<input type="checkbox"/>	1.125%
<input type="checkbox"/>	1.250%
<input checked="" type="checkbox"/>	1.375%
<input type="checkbox"/>	1.500%
<input type="checkbox"/>	1.625%
<input type="checkbox"/>	1.750%
<input type="checkbox"/>	1.875%
<input checked="" type="checkbox"/>	2.000%
<input type="checkbox"/>	2.125%
<input type="checkbox"/>	2.250%
<input type="checkbox"/>	2.375%
<input type="checkbox"/>	2.500%
<input type="checkbox"/>	2.625%
<input type="checkbox"/>	2.750%

I am a principal or officer of the company, and I am authorized to select the Lender Paid Compensation (Percentage Amount). I have reviewed and agreed to the terms and conditions of this Certification and represent, warrant, and covenant on behalf of Broker that Broker will comply with those terms and conditions as related to Borrower Paid and, or Lender Paid Compensation as applicable, as well as the loan originator compensation provisions of Regulation Z.

Print Name:	Date:
Company Name:	Title:
Email Address:	Simply Mortgage Wholesale Broker ID:
Simply Mortgage AE:	Phone Number:
TIN Number:	Fax Number:
Authorized Signature:	

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	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; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)		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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number																									
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

FHA/VA BROKER SPONSORSHIP AGREEMENT

Where as _____ ('Broker') wishes to be sponsored by Campos Financial, dba Simply Mortgage ('Lender') to originate and process FHA/VA loans to be presented to Lender for underwriting and funding, the parties agree to the following:

FHA/VA SPONSORSHIP

Lender may at its sole option, sponsor the Broker to originate and process FHA/VA loans with Lender. Lender may at any time, with or without cause, notify the Broker that Lender will terminate Lender's sponsorship of the Broker. As of the effective date of the termination, Lender shall cease accepting Loan Application Packages which are FHA/VA Mortgage Loans with the Broker.

COMPLIANCE WITH LENDER'S REQUIREMENTS

Should Lender sponsor the Broker as an FHA/VA Originator, the Broker shall comply with all of Lender's requirements including Lender's policies with respect to Compensation. The Broker acknowledges that Lender alone shall underwrite all Applications for FHA/VA Mortgage Loans and that all approved FHA/VAMortgage Loans shall be closed and funded in the name of Lender.

FHA/VA MORTGAGE LOANS

Broker, upon sponsorship by Lender, will be sponsored as an FHA/VA Originator. The Broker shall comply in all respects with all lending requirements of FHA/VA and all requirements of FHA/VA pertaining to or governing FHA/VA Originators respectively including appropriate building signage visible to the public. For each FHA/VAMortgage Loan, the Broker shall obtain an FHA/VA Approval by Lender, and cause all conditions for the FHA/VA approval to be met.

GNMA REQUIREMENTS

Each FHA/VA Mortgage Loan shall comply with GNMA Requirements as of the date of the closing of such FHA/VA Mortgage Loan.

NOTIFICATION OF DISCIPLINARY OR OTHER ACTION BY FHA/VA, HUD, GNMA, ANOTHER LENDER OR ANY AGENCY

The Broker shall notify Lender in writing within 10 days following the initiation or threat of any disciplinary action, enforcement action, lawsuit, administrative proceeding or similar action or proceeding by FHA/VA, HUD, GNMA, another Lender or any Agency or if any pending investigation by FHA/VA, HUD or GNMA, another Lender, or any Agency against the Broker or any of the Broker's affiliated companies, or against any of the directors, officers, employees, or agents of either the Broker or any of the Broker's affiliated companies.

FHA/VA MORTGAGE LOANS ELIGIBILITY

Broker understands and agrees that FHA/VA Mortgage Loans must be in full compliance with the Lender's requirements and, as applicable, the requirements of FHA/VA as of the date of the FHA/VA Approval is issued, provided, however, that the effective dates established by FHA/VA for any amendments to that agency's rules or Lender or Lender's investor shall apply to the FHA/VA Mortgage Loan. Each FHA/VA Mortgage Loan is in full compliance with GNMA requirements as of the date of each closing of such FHA/VA mortgage loans.

GNMA REPRESENTATION AND WARRANTIES

Broker understands and agrees that FHA/VA Mortgage Loans must be in full compliance with the Lender's requirements and, as applicable, the requirements of FHA/VA as of the date of the FHA/VA Approval is issued, provided, however, that the effective dates established by FHA/VA for any amendments to that agency's rules or Lender or Lender's investor shall apply to the FHA/VA Mortgage Loan. Each FHA/VA Mortgage Loan is in full compliance with GNMA requirements as of the date of each closing of such FHA/VA mortgage loans.

FHA/VA/VA BROKER SPONSORSHIP AGREEMENT

IN WITNESS WHEREOF, The undersigned have executed or caused this addendum to be executed by their respective authorized officers/personnel.

Brokers Legal Corporate Name: _____

Broker's Signature: _____

Date Signed: _____

Broker's Printed Name:Title: _____
