



## Banker - Wholesale Agreement & Checklist

- Wholesale Lending Agreement Signed and Completed
- Certificate of Authority Signed and Completed
- Authorization/Release for Business or Individual
- Fax and Telephone authorization
- Fair Lending Statement
- Company Contact Information/Loan Officer Licensing
- Branch Office Addendum
- W-9 Completed and Signed
- Signed Addendum, Loan Officer Compensation
- Copy of the current Quality Control Plan  
(include process/procedures if written)
- FHA Approval Letter
- FHA Request for Sponsorship Completed (If Applicable)
- \$100 (Payable to Department of Veteran Affairs)
- Copy of VA Approval (If Applicable)

Date Submitted \_\_\_\_\_



## WHOLESALE LENDING AGREEMENT

This Whole Lending Agreement ("Agreement"), dated effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, is entered into by and between ACOPIA, LLC ("ACOPIA") and \_\_\_\_\_ ("Bank").

WHEREAS, the parties wish to establish a nonexclusive relationship whereby Bank will submit to ACOPIA on behalf of Bank's customers ("Borrowers") application packages for loans ("Loan(s)") to be underwritten for possible approval for closing, funding, and/or purchase; and

WHEREAS, the parties now desire to enter into this Agreement to set forth the terms of their relationship;

NOW, THEREFORE, the parties agree as follows:

1. General Bank Responsibility. At Bank's sole cost and expense, Bank may (a) submit to ACOPIA completed Loan packages for Borrowers under such programs, procedures, guidelines, and fee schedules as ACOPIA periodically may establish; (b) furnish ACOPIA all available Borrower credit, financial, and other information as ACOPIA may require; (c) provide such information as ACOPIA may reasonably request to assist ACOPIA in marketing the Loans to secondary market investors and to private mortgage insurance companies (as applicable); (d) originate and process each Loan in full compliance with the guidelines of the Federal National Mortgage Association ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac") and of such other investors and requirements as ACOPIA may identify in its product manuals; (e) perform such other services as ACOPIA shall require to close the Loan(s); and (f) provide a written explanation of why any Borrower approved by ACOPIA fails to close a Loan. The contents of all Loan packages submitted to ACOPIA immediately shall become the property of ACOPIA, and all information contained therein may be subject to ACOPIA's independent verification.

2. Specific Services to be Performed by Bank. In connection with each residential mortgage loan to be submitted hereunder, Bank shall take information from Borrower and assist Borrower in completing Borrower's loan application. Additionally, Bank shall perform at least five (5) of the specific services listed by the United States Department of Housing and Urban Development (HUD) in RESPA Policy Statement 1999-1, at least one of which is a non-counseling type service.

3. Loan Approval. Loan approval shall be within ACOPIA's sole discretion. Bank shall not represent that ACOPIA has approved or will approve any Loan until Bank is so informed by ACOPIA in writing. All Loans shall close in ACOPIA's name, unless otherwise agreed to by ACOPIA. Where ACOPIA agrees to allow Bank to close in its name, Bank agrees to execute any documents required by ACOPIA to perfect ACOPIA's interest in the Loan.



4. Fees. Any fee, commission, or other consideration payable to Bank with respect to any Loan shall be paid only after ACOPIA deducts from Loan proceeds all of its fees and charges. No fee shall be owed to Bank on account of any proposed Loan that is not funded and closed.

5. Bank's Representations and Warranties. Bank represents and warrants that all Loans and submitted to ACOPIA shall comply with the following requirements and such other requirements as may be set forth herein or in ACOPIA's guidelines:

- a) As of the time any Loan is submitted to ACOPIA and as of the time the Loan is closed and funded, none of the statements or information contained in any Loan package will contain any false or erroneous statements, or omit material facts necessary to make such statements or information accurate and understandable.
- b) All Loan applications shall be taken by Bank, or if received via transfer from another Bank, shall contain a transfer letter without recourse.
- c) Bank or a third party approved in writing by ACOPIA shall process all Loan applications and shall obtain such information and documentation necessary to enable ACOPIA to underwrite the Loans in compliance with ACOPIA's guidelines and investor guidelines.
- d) The property securing the Loan shall have been appraised by an appraiser approved in writing by ACOPIA, meets all HVCC and independent appraiser guidelines, and the appraisal shall be made within a time period acceptable to, and established from time to time under investor guidelines.
- e) Bank shall execute all documentation required to close and fund Loans to be purchased by ACOPIA, including, if applicable, the assignment of the Loans transferring and assigning to ACOPIA all right, title, and interest in and to said Loans, free and clear of any and all claims, charges, defenses, offsets, demands, or encumbrances of any kind or nature whatsoever.
- f) Each Loan shall be secured by a valid and subsisting first and/or second lien (as applicable to the particular Loan product) on the property described in the security instrument, free and clear of all liens having priority over such first or second lien, except for real estate taxes and special assessments not yet due and payable, and in the case of a second lien, the first lien against the property.
- g) The note and deed of trust executed in connection with a Loan shall not be modified without ACOPIA's prior written permission. All documents affecting said Loan shall be genuine, and each shall be legal, valid, and binding upon Borrowers. The note shall be payable on the first day of each month and with a term not longer than thirty (30) years.



- h) Except for construction loans, all Loan proceeds will be fully disbursed, and there will be no requirement for future advances.
- i) Each Loan shall be insured by an ALTA or TLTA (as appropriate) mortgagee policy of title insurance issued by a title insurer qualified to do business in the jurisdiction in which the Loan closes and in which the insured property is located.
- j) The Loan shall not be subject to any right rescission (unless required by law), set-off, counterclaim, or defense, including the defense of usury.
- k) The loan-to-value ratio at origination shall not be more than the percentage as specified in ACOPIA's guidelines for such Loan product.
- l) Bank shall have provided notification to each Borrower and private mortgage insurance company (if applicable) of the transfer of the Loan as may be required by federal, state, or local laws, rules, regulations, or requirements. A copy of each notification shall be contained in the Loan file assigned to ACOPIA.
- m) Bank shall have obtained and provided to ACOPIA all necessary endorsements to flood, fire, hazard, and extended coverage policies as shall be necessary to show ACOPIA or its successors and/or assigns as loss payee. A copy of each notification shall be contained in the Loan file assigned to ACOPIA.
- n) Bank shall not solicit, directly or indirectly, Borrower(s) for the purpose of refinancing the Loan Banked to ACOPIA. Bank and ACOPIA understand and agree, however, that promotions undertaken by Bank directed to the general public at large, including, without limitation, mass mailings based on commercially acquired mailing lists, newspaper, radio, and television advertisements, and unsolicited calls made by customers to Bank, shall not constitute solicitation under this provision.

6. Relationship of the Parties. Nothing in this Agreement shall be construed as making Bank a joint venture, partner, representative, employee, or agent of ACOPIA. Bank shall not hold itself out as such, nor shall it use ACOPIA's name in any advertising. Bank is an independent contractor, and Bank shall determine the method, details, and means of performing all services described in this Agreement.



7. Indemnification. Bank agrees to indemnify, defend, and hold harmless ACOPIA and its shareholders, directors, officers, trustees, agents, employees, successors, and assigns from any and all claims liability, or loss whatsoever, including, without limitation, damages, penalties, fines, taxes, costs, expenses, and attorney's fees resulting from (a) any breach of any representation, warranty, or obligation of Bank contained in this Agreement; (b) any negligence or willful misconduct (whether by act or omission) by Bank; or (c) any violation by Bank of any federal, state, or local law or regulation pertaining to the activities contemplated by this Agreement. All rights and remedies provided in this Agreement to ACOPIA shall inure to the benefit of ACOPIA, its successors and assigns, and any assignee of or participant in any Loan, and shall survive the termination of this Agreement or the repurchase of any Loan by Bank. Bank agrees that it will repurchase, in accordance with paragraph 12(a) below, any Loan that is not in full compliance with the representations and warranties set forth in this Agreement. Bank's obligation to fully indemnify ACOPIA under this Agreement shall not be waived, limited, or otherwise affected by ACOPIA's taking any of the following actions with or without notice to Bank: (a) exercise of ACOPIA's rights under Section 8 of this Agreement; (b) liquidation, repayment, retirement, or sale or resale of any Loan; (c) foreclosure of any Loan; or (d) sale or resale of the property that is the subject of any Loan.

8. Bank's Repurchase. If (a) Bank fails to comply with any representation or warranty made herein in any material respect, ACOPIA, at its sole option, may require Bank to repurchase such Loan no later than ten (10) calendar days after receiving written notice from ACOPIA at the price equal to the sum of , as of the time of repurchase: (i) the unpaid principal balance of the Loan plus accrued interest thereon; (ii) any servicing premium or other premium in excess of the principal balance of the Loan paid by ACOPIA to Bank; (iii) to the extent not already included in item (i) immediately above, the aggregate amount of any advances made by ACOPIA for the account of Borrower; and (iv) the amount of any attorneys' fees, legal expenses, court costs, or other expenses that have been incurred or expended by ACOPIA with respect to Loans (s) to be repurchased by Bank. Upon Bank's payment for such Loan as set forth above, ACOPIA will assign such Loan to Bank without recourse.

9. Early Payment Default and Early Payoff. Early payment default is defined as a loan that defaults within the first 120 days from the funding date. Early payoff is defined as a loan that pays off in full within the first 120 days from funding date. All loans submitted to ACOPIA by Bank which result in an early payment default or early payoff are subject to monetary penalties to Bank equal to or less than the damages incurred by ACOPIA. Payments shall be made in the form of a certified check or cashier's check.

10. Quality Control. Bank agrees to implement and maintain a quality control process acceptable to ACOPIA and all federal, state and local law. ACOPIA may request and Bank agrees to submit an updated copy of their Quality Control Process to ACOPIA upon such request. Bank further agrees that ACOPIA may conduct an audit to verify that the Quality Control Process is being maintained. ACOPIA may change its requirements for the Quality Control Process at any time for any reason and Bank agrees to comply with such changes.



11. Recertification and Review of Bank. ACOPIA will require an annual recertification whereby Bank shall be required to submit updated information to ACOPIA, including but not limited to financial documents, required bonds, insurance coverage and licenses.

12. Right of Offset. At ACOPIA's option and in its sole discretion, undisputed amounts owed by Bank to ACOPIA under this Agreement may be offset by ACOPIA against any payments then or thereafter owed by ACOPIA to Bank.

13. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules; and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The locale of the arbitration proceeding shall be in Nashville, Tennessee. Applicable Federal law and laws of the State of Tennessee shall control the interpretation, performance, and enforcement of this Agreement.

14. Termination of Agreement. Either party may terminate this Agreement at any time by providing written notification sent to address of record; provided, however, that the obligations contained in paragraphs 5 through 9 shall survive termination with respect to obligations arising from events (including the sale of Loans(s) hereunder) that occurred prior to such termination with respect to obligations arising from events associated with the winding up and dissolution of the relationship contemplated by this Agreement. Termination may be subject to but not limited to inactivity for a period greater than 120 days.

15. 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 deposit in the United States first class mail, certified mail, postage prepaid, return receipt requested, at the addresses appearing below.

16. Attorneys' 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 reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

17. Assignment. Bank may not assign this Agreement.

18. Entire Agreement; Amendment. This Agreement constitutes 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.



19. Waivers; Remedies. Failure or delay to audit any Loan or to exercise any right shall not act as a waiver of any other right, 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.

20. Partial Invalidity. If any provision of this Agreement is held to be invalid, void, or enforceable, the remaining provisions shall nevertheless continue in full force and effect.

21. Further Assurances. Each party shall perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

“Bank”

“ACOPIA”

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Scott Dunn

Title: \_\_\_\_\_

Title: Vice President, Compliance

Address for Notice:

\_\_\_\_\_

306 Northcreek Blvd.

\_\_\_\_\_

Suite 100

\_\_\_\_\_

Goodlettsville, TN 37072

Attention: \_\_\_\_\_

Attention: Compliance



**Certificate of Authority**

I, (1) \_\_\_\_\_, the Secretary, Manager or General Partner of (2) \_\_\_\_\_, a (3) \_\_\_\_\_ (4) \_\_\_\_\_, do hereby certify that (5) \_\_\_\_\_ is a (6) \_\_\_\_\_ of (2) \_\_\_\_\_ and that he/she is duly authorized to enter into the Mortgage Broker Agreement with Acopia, LLC., and that no further approvals or authority of any kind are necessary in connection with the execution of the Mortgage Broker Agreement.

In witness whereof, I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Secretary, Manager or General Partner

- 1 Name of Secretary, Manager or General Partner
- 2 Exact Legal Name of Bank
- 3 State of Formation
- 4 Nature of Entity (Corporation, Limited Liability, Partnership)
- 5 Name of Person signing Mortgage Broker Agreement
- 6 Title of Person Signing Mortgage Broker Agreement





**Authorization / Release for Business or Individuals**

\_\_\_\_\_(name), \_\_\_\_\_(city), \_\_\_\_\_(state) (the "Applicant") acknowledges that it is in the best interest of both Applicant and Acopia, LLC., (the "Mortgage Lender") for Mortgage Lender to perform due diligence concerning Applicant's background and experience. Applicant further acknowledges that Applicant benefits from the efficiencies in the due diligence process that are possible when Mortgage Lender and other similarly-situated entities in the mortgage industry exchange information about their experiences in doing business with individuals and companies such as Applicant. Therefore, Applicant hereby consents and gives Mortgage Lender permission to submit the name of Applicant's company and any and all employees of that company for screening through any and all mortgage industry background databases including, without limitation, databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange ("MIDEX") and any criminal or credit released databases. Applicant understands that Mortgage Lender performs quality control reviews of the loans that Applicant submits to Mortgage Lender for registration, review, underwriting, and/or purchase. Applicant understands and hereby consents to the release of information about any loan application that is believed to contain misrepresentations and/or irregularities. Applicant agrees and gives its consent that it and its employees may be named as the originating entity or loan officers on such loans, whether or not Applicant or its employees are implicated in the misrepresentations and/or irregularities. Applicant hereby releases and agrees to hold harmless Mortgage Lender, Mortgage Asset Research Institute, Inc., all MIDEX subscribers, and any trade associations that endorse the MIDEX system from any and all liability for damages, losses, costs, and expenses that may arise from the reporting or use of any information submitted by Mortgage Lender or any other MIDEX subscriber to Mortgage Asset Research Institute, Inc., recorded in the MIDEX system, and used in any way by Mortgage Lender or any other MIDEX subscriber.

**Signed for Applicant:**

**Signed for Mortgage Lender:**

\_\_\_\_\_  
(Print or Type Name) (Sign Name)

\_\_\_\_\_  
Scott Dunn

Its \_\_\_\_\_

Vice President, Compliance

Company: \_\_\_\_\_

Company:

**Acopia, LLC.**

Address: \_\_\_\_\_

Address:  
**306 Northcreek Blvd., Suite 100**  
**Goodlettsville, TN 37072**

Date \_\_\_\_\_

Date \_\_\_\_\_



**Fax and Telephone Authorization**

**IMPORTANT!**  
New Faxing and Telephoning Rules

As you are no doubt aware, federal rules and regulations prevent us from faxing you documents related to your transactions with us without receiving written permission from you to do so. We expect that at some point in the future similar permission may be required to call or send you emails. Therefore, emails are included in the consent agreement form below. Please complete and return the form at the bottom of this page.

**Corporate Fax, Telephone Call And Email Agreement**

Company Name:

\_\_\_\_\_

Name of Person authorized to provide consent to this agreement:

\_\_\_\_\_

Fax numbers for which consent is being provided:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Telephone calling numbers for which consent is being provided:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Email addresses for which consent is being provided:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

I understand that by providing the information above, on behalf of the company specified, I am authorized to, and hereby consent for, the company to receive faxes, telephone calls and emails sent or made by or on behalf of Acopia, LLC., I understand that Acopia, LLC., will not share this information with other organizations, except to the extent permitted or required by law.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



**Fair Lending Statement**



Acopia, LLC, is committed to the principle that every applicant for credit will receive fair and equal treatment throughout every aspect of the credit transaction.

We do not discriminate against borrowers based on race, color, religion, national origin, gender, marital status, age – provided that the applicant has the capacity to contract, receipt of income from public assistance, programs, disability, sexual orientation, or because an applicant has in good faith, exercised any right under the Consumer Credit Protection Laws.

Meeting the Equal Credit Opportunity Act’s (ECOA) requirements mean applying “fair and consistent” treatment throughout the loan process from the point of customer inquiry to timely notification to the customer of the credit decision, and if declined, the reason for the declination.

For example, we may not pre-screen or discourage anyone from applying for a loan. We may not tell customers that they do not qualify at the inquiry state, or that they should wait for a change in circumstances before they apply for a loan. We must give everyone the opportunity to apply for a loan.

The ECOA does allow us, in certain situations, to request information about marital status (married, unmarried or separated), spousal information, child support, etc., but only if it is relevant to the applicant’s creditworthiness. A creditor may not generally inquire about an applicant’s marital status if the applicant applies for individual credit (unless this information is necessary to secure joint marital property).

You cannot:

- discount or disregard income of a co-applicant
- require more or different information from similarly situation applicants
- require an applicant to disclose receipt of alimony or child support
- refuse to include alimony or child support as income if the applicant wishes to have such income considered (payments are regular and likely to continue)
- require a cosigner if the applicant qualifies on their own
- ask about gender, race or national origin unless this information is required by regulation for government monitoring purpose.

I acknowledge that I have received a copy of this Acopia, LLC., Fair Lending Statement.

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Bank Signature	Date
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**Company Contact Information/Loan Officer Licensing**

In accordance with the new licensing requirements for various states, we ask that, ***IF APPLICABLE***, please provide the name and license number for each loan officer within your brokerage. If your office contains more loan officers than this form allows, please photocopy the blank sheet and add names as necessary.

In an effort to provide the best, most complete and up-to-date information regarding Acopia, LLC, programs, specials, and business news, we ask that you provide a complete list of your employees that will be interacting with our company. This list should include the Principals of the company, Loan Officers, and Processors.

Broker Name: \_\_\_\_\_

Office Location: \_\_\_\_\_

Employee Name	Loan Officer State License #	License Expiration Date	NMLS #	Direct Phone	Cell Phone	Direct Fax	Email	Position



## BRANCH OFFICE ADDENDUM

This addendum modifies that certain Wholesale Agreement between Acopia Capital Group and bank

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Bank requests the following branch office change to be notated and incorporated into the original agreement referenced above.

### Add Branch Office(s)

- NOTE:*
1. Verification of Branch Licensure
  2. A list of current Loan Officers that work for the branch (Each LO license will be verified)
  3. Branch Affiliation Letter

Name	Address	Phone	Fax

### Delete Branch Office(s)

Name	Address	Phone	Fax

### Loan Officers

*(Should you have additional loan officers to add, please attach a Word file with their info)*

Employee Name	Loan Officer State License #	License Expiration Date	NMLS #	Direct Phone	Cell Phone	Direct Fax	Email

Acopia Account Executive for this Branch Office: \_\_\_\_\_

Name and Title: (please type) \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

(Signer must be on the Resolution of board of Directors)

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

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

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

#### Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

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

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

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

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

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

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

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

#### **Payments you receive will be subject to backup withholding if:**

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

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

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

### **Updating Your Information**

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

### **Penalties**

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

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

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

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

### **Specific Instructions**

#### **Name**

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

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

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

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

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

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

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

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://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](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

## Part II. Certification

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

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

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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



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

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

### What Name and Number To Give the Requester

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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

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

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

### Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

#### Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

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

**ADDENDUM TO WHOLESALE LENDING  
AGREEMENT - LOAN ORIGINATOR  
COMPENSATION PLAN**

This addendum to the Wholesale Lending Agreement is dated the 1<sup>st</sup> day of April, 2011 and entered into by and between ACOPIA, LLC (“ACOPIA”) and \_\_\_\_\_, Bank.

Whereas the parties have entered into a Wholesale Lending Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached, and,

Whereas the parties desire to amend that agreement and to set forth the terms of the Loan Compensation Plan,

NOW THEREFORE , THE PARTIES AGREE AS FOLLOWS:

1. That the provision of **Section 4. Fees** of the Agreement to be amended to read as follows:

**4. Compensation Program** - As to each loan submitted by Bank, Bank shall select as an exclusive method of compensation either option A or option B as set forth below.

**A. Consumer Paid Option**

- Bank will negotiate compensation directly with the consumer.
- The consumer must pay compensation to the broker client from their own funds at closing, or from the principal proceeds of the new loan.
- Premium pricing may not be used to compensate the Bank.
- The consumer may pay third party costs and ACOPIA fees by paying cash at closing, or financing through the principal or interest rate.
- No other person may provide compensation to a Loan Originator, directly or indirectly, in connection with the loan transaction.
- Compensation to the Bank can vary from transaction to transaction.
- Compensation from the Bank to its loan Originators may be comprised only of salary or hourly wage.

**B. Creditor Paid Option**

Initials: \_\_\_\_\_

- Bank shall receive \_\_\_\_% of the principal amount of such mortgage loan as its sole and complete compensation.
- The compensation shall be consistent on all loans funded for Bank by ACOPIA, except that ACOPIA may, but is not required to, periodically revise the Broker/Bank compensation prospectively.
- Amendments shall be in the form of an Exhibit to this Agreement.
- ACOPIA will pay compensation directly to the Bank.

- The consumer cannot pay compensation to the Bank, or any Loan Originator.
- The Bank or any loan originator cannot reduce the creditor paid compensation by offering concessions or paying for tolerance violations.
- The Bank will establish compensation agreements with its loan originator employees that will comply with the Federal loan originator compensation rule in §226.36(d) and (e) of Regulation Z (12 CFR Part 226).

2,. That the provisions of **Section 5 (d). Appraisal** of the Wholesale Lending Agreement shall be amended to read as follows:

**5 (d) Appraisal**

Bank shall comply at all times and in all respects with the provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act, including but not limited to, Title IX Subtitle F entitled “Appraisal Activities.” Further, Bank shall comply with provisions of Federal Reserve Bank, Regulation Z implementing Section 129E of the Truth In Lending Act establishing requirements for appraisal independence. Finally, Bank shall comply with the applicable Appraiser Independence Requirement of Fannie Mae and/or Freddie Mac, as appropriate.

3.

**Section 5. Bank Warranties** of the Agreement to be amended by adding a new paragraph 5( o) as follows:

**5 (o) Loan Originator Compliance**

Bank has developed and implemented compensation plans for its Loan Originators which (1) prohibit payments to its Loan Originators that are based on the loan’s interest rate or other loan terms or conditions, (2) prohibit Bank or its Loan Originators from receiving payments directly from a consumer while also receiving compensation from the creditor or another person, and, (3) prohibit Bank or its Loan Originators from “steering” a consumer to a creditor in order to increase the Bank’s or Loan Originator’s compensation.

Bank shall ensure that its policies and procedures regarding Loan Origination Compensation comply with the rule set forth in the TILA, Regulation Z and the Official Staff Commentary. Bank shall provide ACOPIA a copy of such policies and procedures. Bank shall take all appropriate steps to ensure that Loan Originators originate loans in compliance with the statute, regulations and

commentary - to include training, automated systems controls and compliance testing.

Bank must provide the consumer with loan options from a significant number of the creditors with which the Bank regularly does business. For each type of transaction (i.e. fixed rate, ARM), in which the consumer expressed an interest, the loan options presented must include:

- The loan with the lowest interest rate
- The loan with the lowest total dollar amount for origination points or fees and discount points
- The loan with the lowest interest rate without certain features, including:
  - o A prepayment penalty
  - o Interest-only payments
  - o Negative amortization
  - o Demand feature
  - o A balloon payment in first seven years.

Loan originators must have a good faith belief that the options presented are loans for which the consumer likely qualifies.

Banks must obtain options from at least 3 creditors. If more than three loans are presented, Bank must highlight the loans that satisfy the options bulleted above.

4. That the provisions of **Section 7. Indemnification** of the Agreement shall be amended to read as follows:

#### **7. Indemnification**

In addition to Bank's repurchase obligations set forth in Section 6, to the fullest extent allowed by law, Bank indemnifies and holds harmless ACOPIA, its shareholders, directors, officers, agents, employees, successors and assigns against any loss, damage, claim, expense, liability or cost (including reasonable attorney's fees) arising from any act or omission by Bank in connection with its obligations under this Agreement and any breach by Bank of its representations, warranties, covenants, and agreements contained in this Agreement.

5. That the provision of **Section 12. Right to Offset** of the Agreement is amended to read as follows:

**12. Right of Offset.** At ACOPIA's option and in its sole discretion, and to the fullest extent allowed by law, undisputed amounts owed by Bank to ACOPIA under this Agreement may be offset by ACOPIA against any payments then or thereafter owed by ACOPIA to Bank.

6. That the provisions of the Agreement be amended by adding new paragraph 22 to read as follows:

**22. Savings Clause.** It is the intention of Bank and ACOPIA to comply with the Federal loan originator compensation regulations applicable to this Agreement contained in Regulation Z, 12 CFR §226.36, (herein “Compensation Law”); accordingly, it is agreed that notwithstanding any provision to the contrary in this Agreement or in any other document(s) executed in connection herewith, no such provision shall require or permit the payment or the receipt of Loan Originator Compensation not permitted by the Compensation Law. If, from any circumstance whatsoever, any Loan Originator Compensation in excess of, or not permitted by, the Compensation Law is provided for, contracted for, paid or received or adjudicated to be provided for, contracted for, paid or received, then the provisions of this paragraph shall govern and control and neither party hereto nor any other party shall be obligated to pay the amount of such Loan Originator Compensation not permitted by the Compensation Law, and the Loan Originator Compensation payable to Bank or any other Loan Originator shall be reduced to the amount and sources permitted by the Compensation Law. The receiving Loan Originator shall refund any such impermissible Loan Originator Compensation to the payor thereof immediately upon notification from Bank or ACOPIA, as applicable. It is further agreed that without limitation of the foregoing, all calculations of the Loan Originator Compensation provided for, contracted for, paid or received under this Agreement shall be made in accordance with the Compensation Law, as now or hereafter construed or amended.

**\*\*\*OPTIONAL COMPENSATION CHOICE:**

           Please indicate here if you would like to cap your compensation to a maximum of \$10,000 for all loan submissions. By selecting a maximum compensation of \$10,000, you will be able to offer more competitive pricing on Jumbo products.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Bank \_\_\_\_\_

Company \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACOPIA

By: \_\_\_\_\_

Title: Executive Vice President

Date: \_\_\_\_\_



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### Request for FHA Sponsorship Approval

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Bank Name: \_\_\_\_\_

Account Executive: \_\_\_\_\_

NMLS: \_\_\_\_\_

EIN ID: \_\_\_\_\_

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### Acopia Required Documentation for FHA Sponsorship Approval

1. Original HUD Approval Letter if the bank was previously HUD approved or is currently HUD approved. If this is the case, items 2, 3, and 4 are not required.
2. AE Recommendation
3. Photos of Branch location
  - A. Signage
  - B. Exterior & Interior
4. Resumes of Owners and Key employees
5. Last years Audited financials, current Interim financials including balance sheet & profit and loss statement. \$30,000 Minimal net worth.

Please email the required documents to [ahasponsorship@myacopia.com](mailto:ahasponsorship@myacopia.com)



## VA Sponsorship Form

Agents Name: \_\_\_\_\_

Agents Phone Number: \_\_\_\_\_

Agents Fax Number: \_\_\_\_\_

Agents Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

VA ID #: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Account Executive \_\_\_\_\_

If you have any questions or problems filling out this form, please contact your Account Executive.

Please send to Compliance Department at 306 Northcreek Blvd., Ste 100, Goodlettsville, TN 37072 along with a check in the amount of \$100.00 made payable to Department of Veteran Affairs.

Please provide copy of VA Approval Letter.