

Correspondent Application

To apply for approval as a Correspondent Lender with Caliber, please complete the Application Package and email the completed package to your Sales Representative. Caliber Home Loans, Inc. ("Caliber") will review the application package and verify the information provided. Please note that any missing or incomplete information will delay our decision. Contact your Caliber Sales Representative with any questions.

- Mortgage loans may be submitted to Caliber after you have received written approval and have executed a Client Contract.

Application Submission Checklist

The following information must be included with the application package:

- Correspondent Application Checklist*
- Correspondent Application*
- Executed Loan Purchase Agreement*
- Limited Power of Attorney *
Original needs to be mailed to 1525 Beltline Rd, Coppell, TX 75019 Attn: Client Approval Department
- Authorization Form signed by Officer of the Company and all owners with 10% or more ownership*
- Anti-Money Laundering Certification*
- Caliber Provided Web Administrator Form signed by an authorized officer *
- Corporate Resolution – need corporate seal or notarized*
- Formation/Organization (Articles of Incorporation & By-laws, **LLC**: Operating Agreement and Articles of Organization, Limited Partnership & LP Agreement, Bank Charter)
- Organizational Chart *Not required for non-delegated.*
- W-9 Request for Taxpayer Identification Number and Certification
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>
- Resumes for each principal. (Manager and/or key personnel involved in daily mortgage processing operations, including: President, Principals, Operations, Underwriting, CFO, CEO, Sales Manager, Secondary Marketing).
- Investor scorecards - (For all investors/lenders dated within 90 days.)
Note: Scorecards submitted should represent at least 70% of total production.
- Agency Approval letters, if approved by FNMA, FHLMC, FHA, VA, USDA or GNMA
- QC Policy & Procedures (Pre Funding & Post Closing)
- QC Reports - Most recent two months Post Closing QC Audit Summary report with Management's Response to Finding, dated within 120 days of origination *Not required for non-delegated.*
- Post-Closing QC outsource contract (if applicable)
- Appraisal Attestation Form (see attached requirements) *
- AMC Agreement, if applicable
- Errors & Omissions Insurance and Fidelity Bond

Note: Investor losses must be covered in the amount of at least \$300,000 and deductible cannot exceed the lesser of 5% of the face amount of the policy or \$100,000.

- Caliber Home Loans Warehouse Verification form (One for each warehouse line)*
- Bailee Letter - Sample copy of Bailee Letter for each warehouse lender or Self-funding letter* as applicable. (Letter used to communicate wiring instructions and release security interest in loans purchased).
- Financial Statements – Previous two years audited financial statements and most recent quarterly, unaudited financial statements. *Financial Statements not required for Federally Regulated Financial institutions.*

For Third Party Origination Consideration (Loans must close in your name.) - Delegated only

- TPO (Third party Originator) Approval Policy & Procedures (including Monitoring)
- TPO client List, if available.
- Pre- funding and post-closing Quality Control Policy and Procedures

Affiliated Settlement Agent Information (If applicable):

(Settlement/Closing Agent defined as: Title Company, Escrow Company, Closing Attorney)

- ABA Disclosure questionnaire, if applicable
- Letter ABA Disclosure Statement provided to customers, if applicable

(*) indicates documents provided (above) by Caliber Home Loans. Other documents must be provided by applicant.

When the completed package has been submitted to Caliber Home Loans, all of the information gathered will be reviewed. Incomplete submissions will result in a delay of your approval. Complete packages that contain no derogatory information will be approved & you will be notified via email. Derogatory findings will trigger an escalation process. As necessary, a criminal background check may be conducted to determine the legitimacy of the information gathered from the above named sources.

Important Note: A soft hit FICO score will be pulled on all owners with 10% or more ownership. If FICO is below 640, a Letter of Explanation and Credit Report may be required.

If you submit application documents through your email system, you assume all risk that the documents are not transmitted via a secure and protected method.

Company Information

<input type="checkbox"/> Corp <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Federally Regulated Institution <input type="checkbox"/> Other: _____	
Legal Name: (As it appears in NMLS)	
DBA:	
Primary Address:	
City:	State: Zip:
Client Relations Contact (for recertification, Loss Mitigation claims, etc.):	
Mailing Address (if different from primary business address):	
E-Mail address:	Phone Number:
Federal Tax ID Number:	NMLS#
HMDA Covered Institution <input type="checkbox"/> Yes <input type="checkbox"/> No	Lender Entity Identifier (LEI) #:
Name of Pricing Engine Vendor (if used):	
Name of Compliance Engine Vendor (Mavent, Compliance Ease, etc.):	
Name of Hedge Firm (if applicable):	
Are you a MERS member, able to register and transfer loans? <input type="checkbox"/> Yes <input type="checkbox"/> No MERS ID _____	
Note: Caliber requires all loans to be registered with MERS by the Correspondent at the time of delivery.	

Parent Company Information: *(If applicable)*

Parent Company Name:
Street Address (required):
City, State and Zip Code:
% of Parent Ownership:

State Originations

Identify top state licenses & % of Total Originations for each state

1. State ____ % ____	2. State ____ % ____	3. State ____ % ____	4. State ____ % ____
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Principal Owners (please list all owners over 10%)

Principal Officers	Name	Phone	SSN #	e-mail	Ownership
Business Owners*					
President/CEO*					
CFO*					
COO*					
Other*					

* Resumes are required

Manager of Key Functional Areas	Name	Phone	e-mail	Ownership
Secondary*				
Production*				
Underwriting*				
Quality Control				
Legal/Compliance				
Investor Delivery				
Trailing Documents				
Web Administrator				
Appraisal Manager				

* Resumes are required

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Loan Production History

Enter the total number and total dollar amount of 1-4 family residential loans closed by the Applicant during the last two years:

	YTD (MM/YY):			Previous Year:		
	Number	\$ Amount	%	Number	\$ Amount	%
Conforming Fixed						
Conforming Arms						
FHA Fixed						
FHA Arms						
VA Fixed						
VA Arms						
203K						
Agency Jumbo						
Jumbo						
Other						
Total:						

Origination Type YTD	Units	Volume	%
Retail			
TPO			

Mortgage Insurance Company Relationships

Company Name	Delegated (Y/N)	Master Policy	Contact Name	Phone #

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Agency/Investor Approvals

List ALL Lenders and Investors to whom you broker &/or sell loans. This list should include those investors who represent a majority of your company's sales volume and provide Investor Score Cards representing 70% of Production. Agency Approval Letters Required. (Attach a list, if needed)

Agency Name	Approved Date	ID#	Delegated (Y/N)	Phone #
Fannie Mae				
Freddie Mac				
Ginnie Mae				

Vendor Management

Vendor	Company Name	Contact	Phone #
Appraisal Management Company:			
Flood Certification Provider:			
Credit Repository:			
Tax Transcript Provider:			
Other:			
Other:			

Repurchase / Indemnification Information:

Indemnifications/Repurchases paid in the past 12 months:			
Total # of Loans _____	UPB \$ _____	Settlement \$ _____	
Outstanding Repurchase Balance as of application date:			
Total # of Loans _____	UPB \$ _____	Expected Settlement \$ _____	
Age of oldest outstanding repurchase: _____			
Note: Provide letter of explanation for repurchase including reason and originations date, or demand letter from investor			

Note: Indicate the amount of loans held in inventory that are not readily saleable or only saleable at a substantial discount. Provide number and dollar amount.

Warehouse Information

Warehouse Lender Name	Commitment Amount	Expiration Date	Eligible Loans

Affiliated Companies

Name of Affiliated Company:	
Type of Business/Relationship:	
Address:	
Phone Number:	
Owner:	% of Ownership:

Note: If additional Affiliated Companies exist, please provide a list of Companies, Type of Business/Relationship, Address, & Phone.

Disclosures

With respect to the Applicant, its parent(s), officers, senior management, directors, partners or owners: List any claims and/or litigation in process, convictions (excluding traffic violations), judgments, investigations or supervisory action by a regulator, agency, or any other entity, and any other contingent liabilities not shown in the financial statements. Include the present status and your opinion as to the probable liability.

Attach to application.

Note: If you answer YES to any of these questions, submit written documentation for the original finding and response or a letter of explanation.	
Has your company ever been suspended from selling or servicing mortgages by any Investors?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has your company and/or principles or corporate officers been named as a defendant in a lawsuit for alleged fraud or misrepresentation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has your company ever been involved in, or is your company currently involved in any litigation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has your company and/or principles or corporate officers filed for protection from creditors under provision of the bankruptcy laws within the past seven years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has your company and/or principles or corporate officers ever had a real estate or other professional license suspended, revoked or received any other disciplinary action for a regulatory agency?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have any of your principles and/or any name person on this application (employed by your company) ever been convicted of a crime, or are named as a defendant in any current criminal proceeding?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has your company ever entered into a supervisory agreement with any regulatory agency?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has any lender enforced, or attempted to enforce, the Hold Harmless or Repurchase clause with your company and/or any principals or officers?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does any principal, owner or employee with your company have any affiliated or familial relationship with a Caliber employee? If yes, please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has your company had any unfavorable finding with regard to mortgage operations, activities including but not limited to any audit, examination, or report by Fannie Mae, Freddie Mac, HUD, VA, GNMA, OTS, FHLBB or any other Federal or State regulatory/investigatory agency? If yes, please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Note: If you answer NO to any of these questions below you must submit a letter of explanation	
Does your company comply with the capital requirements of each state and federal regulatory agency with jurisdiction over your lending practices?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your company comply and conform to Fannie Mae or Freddie Mac Responsible Lending and Anti Predatory Lending guidelines?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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Does your company comply and conform to Fannie Mae or Freddie Mac quality control guidelines?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your company comply with Appraiser Independence requirements f/k/a HVCC?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your company comply with the Patriot Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your company comply with the Gramm- Leach- Bliley Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your company have procedures for checking all employees against the U.S. General Services Administration (GSA) Excluded Party List, HUD Limited Denial of Participation List (LDP List), or any other required government or public excluded party list?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Note: Caliber Home Loans, Inc. may make reference inquiries and may, at its sole expense, order independent background investigations on the applicant and/or principal officers. Caliber Home Loans, Inc. may submit the company name and the name of any employee of the company for screening through databases by Mortgage Asset Research Institute (MARI) including the Mortgage Industry Data Exchange (MIDEX). Execution of this application certifies full compliance with the regulatory requirements of the Bank Secrecy Act (BSA), Anti Money Laundering (AML) and Office of Foreign Assets Control (OFAC).

Certification

We are providing the information set forth in this Application to induce you to approve us to sell closed residential mortgage loans to Caliber Home Loans, Inc. We acknowledge and understand that you will rely on the information set forth in this Application and we represent, warrant and certify that the information set forth in this Application is true, correct and complete.

By executing this Application, we authorize you, both before and after you approve our application, to (x) make all inquiries, obtain all information and make all disclosures you deem necessary or advisable to verify the accuracy of the information contained in this Application; (y) discuss with third parties our credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, mode of living, job performance and other job-related information; and (z) obtain consumer reports, credit reports, business reference reports, criminal background checks, banking information and other reports concerning such topics related to mortgage lending activities as you deem necessary or advisable. We authorize any person or entity, including, without limitation, any consumer reporting agency, law enforcement agency, regulatory agency or financial institution, to give you any information it may have on us, and we authorize you to make all disclosures you deem necessary or desirable to such person and entities concerning your experience with us.

Finally, we authorize you to answer questions about your experience with us and to release to others any information that we provide to you or that you separately obtain. As long as a Loan Purchase Agreement remains in force between us and Caliber Home Loans, Inc. we will upon request provide you with an updated Prospect Application. This Prospect Application and any other financial or other information that we give you or that you obtain as part of this process or our relationship is your property, and we authorize you to share such credit and other information with any of your affiliates.

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As it relates to the Certification section, the term “You” and “Your” refers individually and collectively to Caliber Home Loans, Inc. The terms “We” “Our” “Us” and “Company” refer individually and collectively to the business and its owners and officers who sign this form below. Information and reports authorized above may be obtained on the business and on the owners and officers who sign this form.

The undersigned and the Applicant each agree to update the information provided to Caliber Home Loans, Inc. in connection with this application in the event that any material information provided to Caliber Home Loans, Inc. changes in any respect. The Applicant agrees to indemnify and hold Caliber Home Loans, Inc. harmless from and against any and all liabilities, damages, costs and claims resulting directly or indirectly from Caliber Home Loans, Inc.’s reliance upon, use of or verification of all such information submitted in connection with this application.

For the purpose of becoming an approved Correspondent with Caliber Home Loans, Inc., I (we) certify the above information to be true and correct. The undersigned declares that the foregoing information and all accompanying information are true to the best of his/her knowledge and belief. Caliber Home Loans, Inc. is hereby authorized to obtain verification of information from any source (including character and credit references). The undersigned hereby transfers and granted the right to use all information herein and all accompanying information to Caliber Home Loans, Inc. and its agents. All pages of this application including supplements and other information that is provided to Caliber Home Loans, Inc. are considered a part of this application, and therefore subject to this agreement.

Legal Name of Applicant

Typed Name and Title of Authorized Officer

Signature of Authorized Officer

Date

Correspondent Mortgage Loan Purchase Agreement

This Correspondent Mortgage Loan Purchase Agreement (this “Agreement”) is entered into this ____ day of _____ 20____ by and between Caliber Home Loans, Inc., a Delaware corporation (hereinafter referred to as “Purchaser”) and _____, a _____ (hereinafter referred to as “Correspondent”).

This Agreement supersedes and replaces all Mortgage Loan Purchase Agreements and Amendments by and between Purchaser and Correspondent dated prior to the date hereof.

Recitals

WHEREAS, Purchaser and Correspondent have agreed to enter into a non-exclusive arrangement under which Correspondent will solicit prospective borrowers for Mortgage Loans, fund such Mortgage Loans in Correspondent’s name and sell such closed Mortgage Loans to Purchaser. The purpose of this Agreement is to define the duties, responsibilities, and obligations of each party.

NOW, THEREFORE, in consideration of the promises and mutual undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1 The Guide

All capitalized terms used and not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Caliber Correspondent Seller’s Guide, as amended, restated, supplemented, and otherwise modified from time to time, the “Guide”. The parties expressly understand and agree that the Guide is incorporated into this Agreement by reference and forms a critical and inseparable part hereof. Correspondent also expressly understands and agrees that Purchaser reserves the right to amend, restate, supplement or otherwise modify the Guide at any time and from time to time. Purchaser shall make the Guide available to Correspondent at www.calibercl.com. Changes to the Guide shall become effective immediately upon publication thereof or on such later date as Purchaser may determine in its sole discretion.

Section 2 Purchase and Sale of Mortgage Loans

Correspondent may submit to Purchaser Mortgage Loans that have closed in the name of Correspondent, have been funded by Correspondent and for which Correspondent has performed a Closing. Correspondent shall assemble a Mortgage Loan Package for each Mortgage Loan submitted to Purchaser under this Agreement. Correspondent shall deliver the Mortgage Loan Package with respect to each Mortgage Loan to Purchaser or its designee on or before the Commitment Expiration Date, except as otherwise permitted to be delivered later in accordance with the requirements of the Guide. Correspondent is under no obligation to offer for sale and Purchaser is under no obligation to purchase any or a specific number of Mortgage Loans under this Agreement.

Section 3 Delivery and Assignment

Purchaser may accept or reject Mortgage Loans submitted by Correspondent, subject to evaluation and approval by Purchaser in its sole discretion and confirmation that such Mortgage Loans comply with all terms and conditions of this Agreement and the Guide.

Upon the purchase of any Mortgage Loan under this Agreement, Purchaser must receive a fully-completed Assignment and other documents reasonably requested by Purchaser. The Assignment of each Mortgage Loan shall be subject to all representations, warranties, covenants and obligations of Correspondent as set forth in this Agreement.

Upon purchase, Correspondent does hereby agree to sell, convey, transfer and assign to Purchaser all right, title and interest in and to the Mortgage Loans, all in accordance with the terms and conditions set forth in this Agreement. Purchaser shall be entitled to all collections and recoveries of principal and interest paid by a Mortgagor, received by Correspondent or otherwise applied to any Mortgagor's account after the date of such purchase. Upon the acceptance by Purchaser (or its designee) of a duly completed Assignment for each Mortgage Loan, Purchaser shall pay to Correspondent the Purchase Price to the account designated by Correspondent.

Upon completion of the wire transfer to Correspondent's designated account, Purchaser shall own the Mortgage Loans and the related servicing rights, free and clear of any lien or encumbrance whatsoever. Payment of the Purchase Price for any Mortgage Loan shall not be construed as a waiver of any representations, warranties, covenants or obligations (including any Repurchase Obligation or Indemnification Obligation) applicable to Mortgage Loans, as hereinafter set forth.

Section 4 Representations and Warranties

As of the date (i) of this Agreement, (ii) that Correspondent offers each Mortgage Loan for sale and (iii) that Purchaser purchases each Mortgage Loan, Correspondent and the applicable Mortgage Loans are in compliance with the Guide.

The representations and warranties shall survive the sale of the Mortgage Loans to Purchaser and shall inure to the benefit of Purchaser, notwithstanding any restrictive or qualified endorsement on any Mortgage Note or Assignment or Purchaser's examination or failure to examine any Mortgage Loan Document.

Section 5 Receipt of the Guide

Correspondent acknowledges receipt of the Guide and agrees to be bound by the terms and conditions of the Guide (and the Guidelines applicable to Correspondent), as the Guide may from time to time be revised and amended, as noted in Section 1 (The Guide) hereof.

Section 6 Repurchase Obligation

Correspondent agrees to repurchase any Mortgage Loan, at the request of Purchaser, if any one of the following conditions occurs (each, a “Repurchase Obligation”):

- a. The breach by Correspondent of any covenant, condition, term, obligation, representation or warranty contained in this Agreement, the Guide, or in any written statement, certificate, or Mortgage Loan Document furnished by Correspondent pursuant to this Agreement or the Guide;
- b. The occurrence of any Event of Default described in the Guide;
- c. A Mortgage Loan fails to comply with the terms and conditions of this Agreement or any requirement set forth in the Guide;
- d. Any act or omission of Correspondent or any employee or agent of Correspondent that adversely affects any Mortgage Loan purchased by Purchaser hereunder; or
- e. Correspondent fails to provide Purchaser all relevant, accurate, and necessary documentation or fails to work with Purchaser to obtain necessary documentation or information to clear a curable repurchase request.

In the event that a Repurchase Obligation arises under this Section, Purchaser may ask Correspondent to submit further documentation or information in an attempt to cure the Repurchase Obligation. If (i) Correspondent fails to correct or cure such defect(s) to the full and complete satisfaction of Purchaser within 30 calendar days of notification from Purchaser (or 15 days if the Repurchase Obligation arises from fraud or misrepresentation) or (ii) Purchaser determines in its sole and absolute discretion that the Repurchase Obligation is not capable of being cured, Correspondent shall repurchase the Mortgage Loan in accordance with this Agreement and the Guide.

Correspondent agrees that any Mortgage Loan required to be repurchased pursuant to this Agreement will be repurchased at the Repurchase Price, as defined in the Guide. Exercise of Purchaser’s rights under this Section shall not waive any indemnification rights in favor of Purchaser under this Agreement or the Guide.

Notwithstanding anything to the contrary contained herein or in the Guide, Purchaser is not required to demand repurchase within any particular period of time. Any delay or passage of time before making such demand shall not constitute a waiver by Purchaser and nothing contained in this Section 6 shall limit Purchaser’s rights to any remedy, legal or equitable; all such legal and equitable remedies, including those provided for herein, being cumulative, in addition to and not in lieu of any other remedy. Any amount owed by Correspondent to Purchaser may be offset by Purchaser against funds due Correspondent.

Section 7 Indemnification

In addition to the other remedies available to Purchaser and whether or not Purchaser shall have first made a demand for repurchase, Correspondent shall indemnify and hold harmless Purchaser, its officers, directors, employees successors and/or assigns, from any and all losses, liabilities,

claims, damages, or costs of any nature, including without limitation attorneys' fees and costs, and actions suffered or incurred by Purchaser which arise out of, result from, or relate to (each, an "Indemnification Obligation"):

- a. The breach by Correspondent of any covenant, condition, term, obligation, representation or warranty contained in this Agreement, the Guide, or in any written statement, certificate, or Mortgage Loan Document furnished by Correspondent pursuant to this Agreement or the Guide;
- b. The occurrence of any Event of Default described in the Guide;
- c. A Mortgage Loan fails to comply with the terms and conditions of this Agreement or any requirement set forth in the Guide;
- d. Any act or omission of Correspondent or any employee or agent of Correspondent that adversely affects any Mortgage Loan purchased by Purchaser hereunder;
- e. Any errors and or omissions by Correspondent, its employees, agents or any other party to whom Correspondent provides access to Purchaser's systems; or
- f. Correspondent fails to provide Purchaser all relevant, accurate, and necessary documentation or fails to work with Purchaser to obtain necessary documentation or information to clear a curable repurchase request.

In all actions with third parties in which Purchaser has the right to be indemnified hereunder, Purchaser shall have the complete and exclusive right to determine the conduct and defense of such legal proceeding or investigation with such third party including, without limitation, the right to compromise, settle, defend or continue any such action.

Section 8 Setoff and Other Remedies

Without limiting in any way the Repurchase Obligations and the Indemnification Obligations of Correspondent, Purchaser shall have the right to offset, from any amount owed or otherwise payable to Correspondent or its affiliates hereunder or under any other agreement with Correspondent or its affiliates, any amount that Correspondent or its affiliates owes or is otherwise required to pay to Purchaser or its affiliates that Correspondent fails to pay in the timeframes required pursuant to the terms of the applicable agreement.

All rights and remedies provided in this Agreement are cumulative and not exclusive of any other available rights or remedies, whether provided under existing law or in equity.

Any foreclosure or other method used to obtain lawful title to the property secured by the Mortgage Loan by a party to this Agreement in exercising any right or remedy under this Agreement or otherwise afforded by applicable law shall not be a waiver or preclude the exercise of that or any other right or remedy.

Section 9 Right to Audit

Correspondent agrees to permit Purchaser and its internal audit staff to conduct audits of Correspondent's operations relative to Mortgage Loans applicable to this Agreement and Purchaser shall retain the right to audit and verify by alternate source any credit documentation, including, but not limited to, credit reports or appraisals in a post- or pre-purchase review. Such verification shall not be construed as a waiver of Purchaser's rights under this Agreement or the Guide to seek remedies available as a result of an Event of Default.

Section 10 Term/Termination

This Agreement may be terminated by either party at any time with or without cause upon ten (10) days' prior written notice. Termination shall not affect or change the obligations of the parties to this Agreement with respect to any amounts that may be properly due and payable or limit Correspondent's duties or obligations to Purchaser under this Agreement.

In addition to the termination rights set forth in the preceding subsection, Purchaser may, in its sole and absolute discretion and in lieu of terminating this Agreement, suspend Correspondent as an approved Correspondent at any time and for any reason. Such suspension shall be effective as of the date specified by Purchaser and shall remain in effect until such time as Purchaser determines to reactivate Correspondent or either party terminates this Agreement. Purchaser shall have the right to determine what rights and privileges Correspondent will have during the suspension and in no event shall Purchaser be obligated to enter into a Purchase Commitment with Correspondent during the suspension period.

Purchaser may immediately terminate its obligations under a Purchase Commitment and return to Correspondent any Mortgage Loans subject to a Purchase Commitment if Purchaser determines that (i) Correspondent does not meet the eligibility requirements set forth in the Guide, (ii) Correspondent will be unable to comply with any obligations, covenants, representations or warranties under this Agreement or (iii) any deception, fraud, concealment or material misrepresentation has occurred by Correspondent, its officers, directors, employees, agents, subsidiaries, affiliates or by any independent contractors acting on behalf of Correspondent in connection with this Agreement or any Mortgage Loan committed or previously sold to Purchaser.

Suspension or termination shall not limit Purchaser's right to take other action to enforce its rights or protect its interests, including, but not limited to those remedies set forth herein and in the Guide.

Section 11 Purchase Price and Fees

Each Mortgage Loan accepted for purchase will be purchased by Purchaser at the price as identified in the Guide. Each Mortgage Loan purchase will have net adjustments for all fees due to Purchaser under this Agreement, the Guide, and Purchaser's lock policy. Correspondent hereby authorizes Purchaser to deduct any monies due under the terms of this Agreement, the Guide, or Purchaser's lock policy from the Purchase Price of a Mortgage Loan, and such right is not restricted to any one Mortgage Loan's purchase proceeds.

Section 12 General Provisions

- a. Correspondent is an independent contractor and this Agreement and transactions entered into pursuant hereto shall not create between Correspondent and Purchaser a relationship of agency, legal representation, joint venture, partnership, debtor/creditor, or employment. Correspondent and Purchaser agree that neither party is in any way authorized to make any contract, agreement, warranty, or representation, or to create any obligation, express or implied, on behalf of the other.
- b. Notwithstanding anything set forth herein or elsewhere to the contrary, Correspondent acknowledges, understands, and agrees that its relationship with Purchaser is on a non-exclusive basis and that Purchaser may, in its discretion, at any time or from time to time, and without any liability or obligation to Correspondent:
 - i. contract with, designate, authorize, constitute, or appoint one or more entities other than Correspondent to originate, solicit, process, underwrite, close, fund, bill, sell and/or invest in loans of any type for funding by or sale to, or as agent for and on behalf of, Purchaser, all of which activity may occur in all or any portion of the geographic territory in which Correspondent originates loans; and/or
 - ii. either directly or indirectly compete with Correspondent, either for Purchaser's own account or as agent for and on behalf of another, in the solicitation, processing, underwriting, closing, funding, billing, selling of and/or investing in loans in such geographic territory.
- c. This Agreement shall be binding and inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This Agreement is not assignable by Correspondent without the prior written consent of Purchaser. A change in control, merger, or consolidation of Correspondent shall be considered an assignment for purposes of this Agreement.
- d. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas (without regard to principles of conflicts of law) and any applicable federal laws.
- e. All disputes, claims, or controversies arising from or relating to this Agreement or the relationships which result therefrom shall be resolved by binding arbitration in Dallas County, Texas, in accordance with the Rules of the American Arbitration Association. Any controversy or claim subject to this provision shall be decided by one arbitrator selected by the parties, and judgment on the award may be entered in any court having jurisdiction thereof. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION OR COURT ACTION. The parties agree and understand that the arbitrator shall have all powers provided by law and this Agreement, including authority to grant any legal and equitable remedies.
- f. If either party to this Agreement brings any action, whether in suit or otherwise, to enforce the terms of this Agreement, the prevailing party in such action shall be

entitled to receive reasonable attorney's fees and court costs, including appeal and bankruptcy, from the unsuccessful party in such action.

- g. Section headings are for reference only and shall not affect the interpretation or meaning of any provision of this Agreement.
- h. This Agreement, the Guidelines (including the Guide), and any amendments hereto or addendums executed in connection herewith embody the entire agreement and understanding of the parties hereto and supersede all oral negotiations or prior writings in respect to the subject matter hereof and thereof.
- i. Any provision of this Agreement that is prohibited or unenforceable in a jurisdiction, shall be deemed ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction, and to this end, the provisions hereof are severable.
- j. The representations, warranties, covenants, agreements and every other obligation contained in this Agreement shall survive the termination of this Agreement and the transactions provided for herein and shall be fully applicable whether or not Purchaser relies thereon or has knowledge of any facts at variance therewith.
- k. The Parties may amend this Agreement upon mutual written agreement of the Purchaser and Correspondent. Nothing in this paragraph shall be interpreted to restrict Purchaser's right to modify the Guide as provided for elsewhere in this Agreement.
- l. This Agreement is made for the express benefit of Correspondent and Purchaser, not for the benefit or interest of any other persons or entities, and accordingly, no third party shall obtain or acquire any rights or interest in this Agreement or by reason of the performance or failure of performance of either of the parties hereto or of their respective rights, privileges, duties or obligations arising hereunder.
- m. Correspondent understands that all information provided to Correspondent in connection with this Agreement is confidential and proprietary to Purchaser. Correspondent shall not, at any time during or following termination of this Agreement, directly or indirectly disclose or furnish to any person not entitled to receive the same for the immediate benefit of Purchaser (except to the extent between the parties arising out of this Agreement or by applicable law), any confidential information including, but not limited to, information related to Purchaser's business operations, credit policies, procedures and customers.
- n. This Agreement shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared this Agreement.
- o. Any notice to be given under this Agreement by any party to another party may be effected either by personal delivery in writing, or by registered or certified mail (postage prepaid with return receipt requested), or by overnight delivery service by a commercially reputable service, or by email with verification of receipt and a copy by registered mail. Notices shall be addressed to the addresses identified in the signature page to this Agreement or at any other address or to any other email address or

Correspondent Mortgage Loan Purchase Agreement

addressee as a party may have notified to the other party in accordance with this Section. The date upon which any such notice is received at the designated address shall be deemed the date of such notice.

- p. This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which together are deemed to be one and the same instrument.

[Remainder of page intentionally left blank]

Correspondent Mortgage Loan Purchase Agreement

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

CORRESPONDENT

By: _____

Name: _____

Title: _____

Notice Address:

Attn: _____

Phone: _____

Email: _____

PURCHASER

By: _____

Name: _____

Title: _____

Notice Address:

Caliber Home Loans, Inc.

Attn: Client Approvals
1525 South Beltline Road
Coppell, Texas 75019

Phone: 214-687-0078

Email: CorrespondentApprovals@caliberhomeloans.com

Limited Irrevocable Power of Attorney

_____ (“Seller”) has sold or intends to sell certain one or more Loans to Caliber Home Loans, Inc. (“Purchaser”) pursuant to that certain Correspondent Loan Purchase Agreement dated _____ (“Agreement”). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

Now, therefore, Seller does hereby irrevocably makes, constitutes and appoints Purchaser, and all of its officers and such employees as any of Caliber’s officers may designate from time to time, the true and lawful attorney-in-fact of Seller and in Seller’s name, place and stead for the following limited purposes:

- (i) To execute, acknowledge, record and deliver to Purchaser any assignment of Mortgage or other document necessary to complete, correct or transfer to, or vest in Purchaser or to protect the right, title and interest of Purchaser in and to those Loans;
- (ii) To sign, endorse, receive and apply the proceeds of any checks or other instruments (made payable to Seller) received as payment with respect to the Loans after each related purchase;
- (iii) To notify the Mortgagors' insurers of the assignments of such Loans to Purchaser, and to request that all loss payee designations be changed to Purchaser in the event of default by such Mortgagor; and
- (iv) To correct errors, where necessary, in documents for such Loans to ensure the proper perfection of Purchaser's liens and security interests relating to such Loans.

This Limited Power of Attorney is coupled with an interest and is not revocable.

Seller further grants to Purchaser as its attorney-in-fact full authority to act in any manner both proper and necessary to exercise the foregoing powers, and ratifies every act that Purchaser may lawfully perform in exercising those powers by virtue thereof.

IN WITNESS WHEREOF, Seller has executed this Limited Irrevocable Power of Attorney
This _____ day of _____, 201__.

Seller: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

On this, the _____ day of _____, _____, the foregoing instrument was acknowledged before me, a notary public in and for the State of _____, by _____, personally known to me, by me duly sworn, did say he/she is the _____ of _____.

Notary Public
My Commission Expires: _____

SEAL



Authorization Form

Required to be executed by all owners with 10% or more ownership.

PLEASE COMPLETE THE INFORMATION BELOW AND CERTIFY THE FOLLOWING:

I certify that I am duly authorized to complete this application and grant consent on behalf of the firm named herein for the purposes of establishing and maintaining a business relationship with Caliber. I certify all information contained in this application is true and correct in all respects. By signing below, I hereby give Caliber authorization to obtain and/or verify information, including a credit report for the company and all executive officers and/or owners from any source during this application process and once annually thereafter. Caliber is also authorized to submit the name of the company and all employees of the company at any time for screening through any all mortgage industry background database. The undersigned hereby releases, discharges and exonerates any person or entity providing information to Caliber in connection with this application and any recipient of such information, including Caliber or its representatives, from any and all liability of every nature and kind arising from or in connection with the furnishing, receipt, and review of such information.

Company Name: _____
Address: _____
Tax ID: _____

Name (First & Last): _____ SSN: _____
Title: _____ DOB (XX/XX/XXXX): _____
Phone Number: _____ % Owned: _____
Residence Address: _____
City: _____ ST: _____ Zip: _____

Signature Required: _____ **Date:** _____

Name (First & Last): _____ SSN: _____
Title: _____ DOB (XX/XX/XXXX): _____
Phone Number: _____ % Owned: _____
Residence Address: _____
City: _____ ST: _____ Zip: _____

Signature Required: _____ **Date:** _____

Name (First & Last): _____ SSN: _____
Title: _____ DOB (XX/XX/XXXX): _____
Phone Number: _____ % Owned: _____
Residence Address: _____
City: _____ ST: _____ Zip: _____

Signature Required: _____ **Date:** _____

Name (First & Last): _____ SSN: _____
Title: _____ DOB (XX/XX/XXXX): _____
Phone Number: _____ % Owned: _____
Residence Address: _____
City: _____ ST: _____ Zip: _____

Signature Required: _____ **Date:** _____



BUSINESS PARTNER BANK SECRECY ACT/AML CERTIFICATION

_____ (“Company”) certifies to Caliber Home Loans, Inc. that the Company understands its legal obligations under the Bank Secrecy Act and has adopted an Anti-Money Laundering Program (“AML Program”) that meets its obligations as outlined below and in the regulations:

1. The Company’s governing body has approved and adopted an AML Program as required by 31 CFR Parts 1010 and 1029. The AML Program:
 - a. Includes and implements effective policies, procedures, and internal controls;
 - b. Designates a qualified security/compliance officer;
 - c. Requires initial and ongoing training for all employees; and
 - d. Includes an independent procedure for audits of the effectiveness and compliance of the Program.
2. The Company has implemented a program or procedures to verify each customer’s identity and maintain the records used to verify the customer’s identity in compliance with the BSA laws and implementing regulations.
3. The Company is committed to complying with these requirements and has instructed employees that it is mandatory to adhere to these standards to prevent the use of the Company or Caliber Home Loans, Inc. and/or its products and services for money laundering or illegal purposes.
4. Upon request, the Company will make any information and/or records required under the BSA and implementing regulations available to Caliber Home Loans, Inc., including the Company’s AML Program and supporting documentation, AML training materials and training records, and release of information as allowed by state and federal regulators.

By signing below, I hereby certify that I have the authority to sign on behalf of the Company and certify that the Company has met and will continue to meet all of the responsibilities and obligations detailed above.

Authorized Signature for Business Partner

Date

Printed Name

Title

Corporate Resolution

The Corporation Resolution of
(Name of Organization) _____

RESOLVED, that the President, any Executive Vice President, Senior Vice President, Vice President and any other person designated by the President in writing and delivered to the Secretary, (LIST ALL APPLICABLE TITLES TO BE GIVEN AUTHORITY) of this corporation, or any one or more of them, be and each of them is, authorized and empowered in the name of and on behalf of this corporation and under its corporate seal, from time to time while these resolutions are in effect, to originate and sell mortgage loans to Caliber Home Loans, Inc. and to execute any and all agreements, documents and to furnish any information required or deemed necessary or proper by Caliber Home Loans, Inc. in connection with the foregoing.

Certification

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution presented to and adopted by the Board of Directors of _____ on the _____ day of _____, _____ at which a quorum was present and voted, that such resolution is duly recorded in the minutes of book of this corporation and that such resolution remains in full force and effect as of the date hereof. I further certify that the following persons were duly elected or designated and are present incumbents of the respective offices set out after their names as of the date hereof:

(LIST ALL OFFICERS AND DESIGNEES WITH AUTHORITY UNDER THE FOREGOING RESOLUTION)

- _____ President
- _____ Executive Vice President
- _____ Senior Vice President
- _____ Vice President
- _____ Vice President
- _____ Presidential designee
- _____ Presidential designee

IN WITNESS WHEREOF, I set my hand and affix the seal of said corporation as of the _____ day of _____, _____

(Corporate Seal)

Print Name

Signature of Secretary

Signature must be notarized if Applicant does not have a Corporate Seal



Broker/ Correspondent Web Administrator H2O Access Agreement

This Web Administrator H2O Access Agreement (“Agreement”) is entered into by _____ (“Company”) and Caliber Home Loans, Inc. (“Caliber”).

By its signature below, Company hereby agrees with the following requirements with respect to Company’s employees and officers (the “Administrator Parties”) that have or will have or that it anticipates having access to any of Caliber’s systems or data, which would be required to perform certain services (“Deliverables”):

- (i) Company shall not permit any Administrator Party to have access to any Caliber system or data, which is not related to the Deliverables being performed or provided;
- (ii) Company shall ensure all Administrator Parties have the appropriate access level within Caliber’s systems or data;
- (iii) By granting access to any Administrator Party, Company certifies that any Administrator Party working with Caliber data has undergone a background check, and that no adverse findings arose in such check. In addition, for all new hires going forward, Company’s certification shall include the date the background investigation was performed;
- (iv) Company shall not allow, to the best of its ability, any individual Administrator Party to be involved in any way in any performance or provision of any Deliverables if such Administrator Party: (i) has been convicted of a crime or has agreed to or entered into a pretrial diversion or similar program in connection with (A) a dishonest act or a breach of trust, as stipulated Regulation H Part 1008 of the S.A.F.E. Mortgage Licensing Act and/or (B) a felony; or (ii) uses illegal drugs;
- (v) There will be a “zero tolerance” policy for all Administrator Parties. If any Administrator Party’s behavior causes Company to have “reasonable suspicion” of illegal drug use, the applicable Administrator Party will, at Company’s option, either be drug tested or terminated immediately from Caliber’s account. “Reasonable suspicion” shall be based on: the physical symptoms or manifestation of being under the influence of an illegal drug, the direct observation of drug use, a report of drug use by a credible source, or other evidence of drug use by such Administrator Party; and
- (vi) Prior to any Administrator Party utilizing Caliber’s systems, Company shall ensure that all Administrator Parties are all bound by the same or more restrictive confidentiality provisions as those contained in this Agreement;
- (vii) Company represents and warrants that Company has, and will continue to have for so long as it has access to Nonpublic Personal Information (as defined by 15 U.S. Code §6809) or confidential information, adequate administrative, technical, and physical safeguards (i) to ensure the security and confidentiality of customer records and information; (ii) to protect against any anticipated threats or hazards to the security or integrity of such records; and (iii) to protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer;



- (viii) Caliber reserves the right to review the qualifications of persons selected by Company to perform or provide the Deliverables, and Caliber shall have the right, with or without cause, to require the immediate removal of any person assigned to perform or provide the Deliverables;
- (ix) Company may receive information claimed by third parties to be their confidential information through access to Caliber systems or technology platforms, pursuant to a relationship Caliber maintains with such third party whereby Caliber owes a duty of confidentiality (through non-disclosure agreement, fiduciary duty, or otherwise). Company agrees to respect and honor such commitments and/or access rights, and shall treat all such information as Confidential Information
- (x) Company shall immediately restrict and/or terminate access of Administrator Party to Caliber system or data, due to a role change, or termination, whereby the Administrator Party will no longer perform or provide Deliverables to Caliber.
- (xi) Set forth in Exhibit A, attached hereto, is a list of the only authorized Web Administrators for Company.
- (xii) If a listed Web Administrator in Exhibit A, is no longer employed by Company, the remaining Web Administrator(s) must immediately remove such employee's access.
- (xiii) If a listed Web Administrator in Exhibit A must be removed, which leaves only one remaining Web Administrator(s), such Web Administrator must immediately appoint a new Web Administrator so that Company has two Web Administrators at all times.

 Company

By: _____
 (Signature required—Officer named on Corporate Resolution as submitted to Caliber)

 Print Name

 Title

Date: _____



Exhibit A

Web Administrator H2O Access

Date: _____

Company Name: _____

Please identify the Web Administrators for your company. If additional Web Administrators are required, please submit additional forms. The Web Administrator will be responsible for managing web user authorization to set up and authorize additional employees for various access levels for Caliber H2O access. In addition, the Web Administrators will have the highest level of security access to the site for only loans associated to the Company. At least two Web Administrators should be identified in order to establish your Web access.

Web Administrator: _____

Email Address: _____

Telephone: _____

Fax: _____

Web Administrator: _____

Email Address: _____

Telephone: _____

Fax: _____

The Company named above is fully responsible for all commitments made by Web Administrators, as outlined in the Broker/Correspondent Web Administrator H2O Access Agreement attached hereto.

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"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <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									
-				-					
or									
Employer identification number									
-									

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

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:

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

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

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

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

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

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

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see 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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

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

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

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

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

Line 2

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

Line 3

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

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. 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 this page), 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 SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below 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 line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

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

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

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

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*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, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

Correspondent Lending AIR & Appraisal Management Attestation

Correspondent Lenders must fully support the Dodd-Frank Act and the objectives of the Federal National Mortgage Association, Federal Housing Finance Agency, and Freddie Mac’s Appraiser Independence Requirements of ensuring an independent property valuation by an appraiser.

To ensure compliance with the Appraiser Independence Requirements (AIR), the Correspondent Lender is required to attest to Caliber Home Loans that _____ will provide AIR compliant appraisal services not limited to the following:

- a) The Correspondent uses only licensed or certified appraisers for subject property state.
- b) Appraiser must be familiar with the local market, competent to appraise the subject property type, and have access to the data sources necessary to develop a credible appraisal.
- c) Selected Appraisers do not appear on any Caliber, State, Federal or Investor “Watch and/or Exclusionary” lists maintained or accessed by Caliber Home Loans.
- d) Correspondent must maintain the appropriate level of quality control measures.
- e) Correspondent will employ ongoing monitoring and periodic assessments of all national or regional contracted Appraisal Management Companies and/or Appraisers to ensure that they are employing acceptable performance standards and are in compliance with Regulation Z and GSE/Agencies’ appraisal rules and consistent with supervisory guidance.
- f) No employee, director, officer, or agent of the correspondent, or any other third party on behalf of the correspondent shall influence or attempt to influence the development, reporting, result, or review of an appraisal or cause or fail to report misrepresentations, falsifications, or material alterations to such reports.
- g) Correspondent must have an AIR compliant selection process in place for the assignment of an appraisal order.
- h) No Production Staff employee shall determine the selection of the appraiser.
- i) No Production Staff employee shall have any valuation related contact with the appraiser at any time during the appraisal procurement process.
- j) Correspondent must utilize “Reasonable and Customary” fees when appraisers are selected to offer services.
- k) Correspondent shall comply with mandatory reporting requirements under Regulation Z, if applicable.

Check all that apply:

Appraisal Management Company (AMC):

Please indicate Company(s): _____

Appraisal Aggregator/Order Facilitator:

Please indicate Company(s): _____

Appraisal Panel – (Delegated Correspondents Only) (Org Chart Required)

Name

Date

Warehouse Verification Form

This Section to be completed by Mortgage Lender

Warehouse Institution Name: _____

Attention: _____ E-mail: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone _____ Fax _____

Warehouse
Line Amount: \$ _____ Date Opened: _____

Client Name: _____

ABA#: _____ Account #: _____

Lender Authorization

We authorize the release of the information regarding our Warehouse Line of Credit to Caliber Home Loans. A copy of this authorization is deemed valid and can be used at any time to obtain a Warehouse Line of Credit Verification.

Completed By: _____ Date: _____
Signature/Title

This Section to be completed by Warehouse Lender

The Mortgage Lender listed above has indicated that they have a Warehouse Line of Credit with your institution. We are requesting verification of the line of credit as follows:

Warehouse
Line Amount:\$ _____ Date Opened: _____

Expiration/Renewal Date: _____ Any Renewal Requirements: _____

Is Line used for other purposes other than funding mortgages? If yes, what/why.

Product restrictions: Yes / No Ability to fund jumbo? Yes / No

If yes, please explain. _____

Has Warehouse Line been managed satisfactorily? If no, explain. _____

Completed By: _____ Date: _____
Signature/Title

Affiliate Questions

Please respond to the questions below if affiliated with a Title or Settlement Company

1. What is the name(s) of the affiliated business?

2. What is the ownership structure?

3. When was the company incorporated?

4. What type of business is conducted by the affiliate?

5. Does the affiliate maintain its own office space? _____

a. If not, is the affiliate paying rent to the mortgage company? _____

6. Are there any shared employees? _____

a. If yes, what positions? _____

7. Are their customers shared customers (referrals)? _____

a. What % of the mortgage company's business flows through the affiliate? _____

b. What % of the affiliates business is generated by the mortgage company? _____

Note: if there are shared customers, please provide a copy of Affiliated Business Arrangement Disclosure

8. Have you met with a compliance attorney to ensure the affiliate is setup in compliance with RESPA and the new CFPB regulations?
