



## WHOLESALE EMB LENDING

Thank you for choosing Franklin American Mortgage Company, a division of Citizens Bank, N.A. (FAMC)! Please review the list of required documents below for application submissions.

### New Wholesale Applicants – Emerging Mortgage Banker Program

- Wholesale Application
- EMB Questionnaire
- Agreement (*If your business model requires participation in both the Broker and EMB program, due to licensing or program restrictions, etc., both agreements must be executed. Note that EMB lenders not approved by HUD as a Principal Agent or SOFA that wish to do FHA business are required to execute the Broker agreement.*)
  - Wholesale Lending Agreement (*Brokers*)
  - EMB Loan Purchase Agreement (*Emerging Mortgage Bankers*)
- Broker Compensation Form (*Required for all TPOs executing a Wholesale Lending Agreement*)
- Copy of notarized Resolution of the Board of Directors (*Form not required if the entity is an LLC or Sole Proprietorship. All other entity types must address specific points if our provided resolution is not used.*)
 

*All non-FAMC resolutions must:*

  - Be specific to FAMC;
  - Adopt to the terms of FAMC's agreement(s) including the delivery of Mortgage loans;
  - Designate all authorized officers able to sign documents and act on behalf of organization (including executing POAs);
  - Authorized officers must be designated by their Board (or applicable group that makes those decisions).
- W-9 Form
- Articles of Incorporation/Organization
- Original, notarized Special Limited Irrevocable Power of Attorney
- Financials: Most recent business tax returns and most recent audited quarter Balance Sheet and Profit & Loss statement supporting a liquid net worth greater than or equal to \$150,000 (*Calculated amount to be determined by FAMC after review of all documentation.*)
  - If you are unable to provide audited financials for any reason, please include a letter of explanation along with the unaudited financials.*
  - Not applicable for depository institutions insured by the FDIC or NCUA, TPO Admin will acquire financials*
- Resumes of key principals, officers, principals/managers of branch locations, and broker of record
  - Depository Institutions: Resumes of key mortgage personnel*
- Copy of E&O Policy and Fidelity Bond, with minimum coverage of \$300,000 each (*or as required by Warehouse lender*)
- Check for \$100 payable to Citizens Bank, N.A. (*if VA sponsorship is requested*)
- Appraisal Management Addendum (*Optional*)
  - EMB must provide copies of recent appraisal Submission Summary Reports (SSRs) from both Fannie Mae and Freddie Mac as proof of UCDP registration.*

### Existing Brokers Applying for EMB

- Wholesale Application
- EMB Questionnaire
- EMB Loan Purchase Agreement
- Power of Attorney (*as detailed above*)
- Financials (*as detailed above*)
- Copy of E&O Policy and Fidelity Bond (*as detailed above*)

You may [click here to electronically submit](#)\* the fully completed package to TPO Administration or send the completed package to:

**Citizens Bank, N.A., Attn: TPO Administration ▪ 6100 Tower Circle, Suite 600 ▪ Franklin, TN 37067**

Please contact your Account Executive if you have any questions. We thank you for your business!

\*Please note if you are using a web browser other than Internet Explorer (IE), you will need to save the package to your desktop to complete and submit electronically to [brokeradmin@franklinamerican.com](mailto:brokeradmin@franklinamerican.com).



# WHOLESALE APPLICATION



## WHOLESALE LENDING

**FAMC Account Executive:** \_\_\_\_\_ **Application Date:** \_\_\_\_\_

### Company Information

Legal Name of Company:	FAMC Broker / Lender ID (xxxxx-xxx): _____		
DBA (attach list if multiple DBA's):			
Names Previously Operated Under:			
Primary Contact:	Primary Contact E-mail:		
Physical Address:	City:	State:	Zip:
Mailing Address: (if different)	City:	State:	Zip:
Main Business Phone Number:	State of Incorporation (if applicable):	Date Established:	
Tax ID Number:	Number of Employees:	Company Website:	
Company Net Worth:			
<input type="checkbox"/> C- Corporation	<input type="checkbox"/> S-Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> LLC
<input type="checkbox"/> Association	<input type="checkbox"/> Sole Proprietorship / Individual		
<input type="checkbox"/> Company			

### Company License Information

Company NMLS Number:
List state(s) and license type(s) where Applicant is licensed (or claims exemption from licensing) to originate loans (i.e. TX SML - Mortgage Company License):

### Officers / Principals / Directors

Name	Title	Social Security Number	Date of Birth	Ownership Percentage



## WHOLESALE LENDING

### Ownership Interest Information

Does the Applicant, its owners, or any of its employees have any ownership interest in any mortgage-related business?

Yes  No

If yes, please provide the name(s) and required information (attach additional pages if necessary).

Business Name:	Type of Business/Service Offered:
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Owner(s):	Ownership Percentage:
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Physical Address:	City:	State:	Zip:
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Business Name:	Type of Business/Service Offered:
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Owner(s):	Ownership Percentage:
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Physical Address:	City:	State:	Zip:
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### Current Loan Origination System (LOS)

LOS Provider Name:

### Outside Pricing Engine Information

If applicable, please check the box for each outside pricing engine utilized. Please include the e-mail address for rate sheets. (Attach additional pages if necessary.)

<input type="checkbox"/> Optimal Blue / Loan Sifter	Pricing E-mail:
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<input type="checkbox"/> Mortech / Zillow	Pricing E-mail:
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<input type="checkbox"/> Lender Price	Pricing E-mail:
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<input type="checkbox"/> Other, please provide:	Pricing E-mail:
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### Additional Third-Party Vendor Information

If applicable, please list all additional vendors involved in processing, document preparation, etc. (Attach additional pages if necessary.)

Business Name:	Vendor Service Offered:
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Owner(s):
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Physical Address:	City:	State:	Zip:
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Business Name:	Vendor Service Offered:
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Owner(s):
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Physical Address:	City:	State:	Zip:
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## WHOLESALE LENDING

### Requested Loan Product Types

Conventional     
  CONV Non-Conforming     
  FHA     
  USDA     
  VA

### Product Mix (What do you originate on a monthly basis?)

Type of Loans (Conventional, FHA, VA, USDA, Conventional Non-Conforming, and Other.)	# of Loans	Funded Volume

### Seller/Service/Agency Approval Information

If the Applicant is approved with any of the following agencies, please provide the approval number and approval date:

Seller/Service/Agency	Approval Number	Approval Date (MM/DD/YYYY)
<b>Department of Housing and Urban Development (HUD)</b>	_____	_____
<b>United States Department of Veteran Affairs (VA)</b>	_____	_____
<b>Fannie Mae (FNMA)</b>	_____	_____
<b>Freddie Mac (FHLMC)</b>	_____	_____

### Mortgage Electronic Registration Systems (MERS) Information

Membership Type	Membership Number	Approval Date	Renewal Date
_____	_____	_____	_____

### Additional Information

Does the Applicant operate out of a non-traditional, non-commercial space?  Yes  No

If yes, please indicate the type of non-traditional space (house, etc.). \_\_\_\_\_

Does the Applicant operate additional branch locations?  Yes  No

If yes, please complete the information below (attach additional pages if necessary).

Branch Name (and DBA if applicable):	Phone Number:
Branch Manager Name:	Primary E-mail Address:
Physical Address:	City: State: Zip:



## WHOLESALE LENDING

### List of Loan Originators, Processors, and Key Personnel

Please list all loan originators and processors that will be submitting loans to FAMC. Please also indicate any additional key personnel that may receive rate sheets, memorandums, website logins, and any disaster related communication (see note). Complete all information requested below and if needed, this form may be duplicated. An internal listing may be provided as a substitute provided all information requested below is present.

**Note:** The primary contact and broker/lender of record must receive rate sheets and memorandums and must have a website login.

Name	Title	NMLS Number	USDA GUS eAuthentication ID	Email-Address	Check all that apply (opt in)
					<input type="checkbox"/> Web Access <input type="checkbox"/> Rate Sheets <input type="checkbox"/> Memorandums
					<input type="checkbox"/> Web Access <input type="checkbox"/> Rate Sheets <input type="checkbox"/> Memorandums
					<input type="checkbox"/> Web Access <input type="checkbox"/> Rate Sheets <input type="checkbox"/> Memorandums
					<input type="checkbox"/> Web Access <input type="checkbox"/> Rate Sheets <input type="checkbox"/> Memorandums
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					<input type="checkbox"/> Web Access <input type="checkbox"/> Rate Sheets <input type="checkbox"/> Memorandums



## WHOLESALE LENDING

**If any of the following statements cannot be answered affirmatively, please attach appropriate documentation for FAMC review.**

1. I acknowledge that I am responsible for all actions of my firm's officers, partners, directors, principals, managers, supervisors, loan processors, loan underwriters, loan originators, and other employees (hereinafter referred to as "company," "owners," and/or "any employees") and for the actions of any affiliates participating in loan programs with any entities for or on behalf of the company.
2. I acknowledge that neither my company, nor its owners or any employees, since prior approval or recertification with FAMC, unless previously reported to, and acknowledged by FAMC's Broker Administration Department:
  - a. had an order or sanction entered against them by a federal and/or state regulatory authority;
  - b. had been denied or had any registration/license revoked by a federal and/or state regulatory authority;
  - c. had been suspended by another lender or investor or had its approval status terminated; and/or
  - d. had been required by another lender or investor to repurchase or indemnify one or more mortgages originated by my company.
3. I acknowledge my company remains in compliance with all applicable provisions of the Secure and Fair Enforcement for Mortgage Licensing Act of 2008 (SAFE Act) or its equivalent under state law, including all Nationwide Mortgage Licensing System and Registry (NMLS) requirements.
4. I acknowledge that neither my company, nor its owners or any employees have been charged with, or convicted of, pled guilty, or nolo contendere to a felony related to fraud, dishonesty, breach of trust, money laundering, embezzlement, theft, forgery, bribery, falsification of records, or any other crime related to the real estate or mortgage loan industry, unless previously reported to FAMC.
5. I acknowledge that neither my company nor any of its principals or officers are delinquent to any government agency for any fees or taxes.
6. I acknowledge that my company has implemented a written anti-money laundering program which adheres to AML guidelines as required by 31 CFR 1010 and 1029 and is approved by my company's senior management to prevent my company from being used to facilitate money laundering or the financing of terrorist activities. This includes proper reporting and record keeping of any reported suspicious activity on transactions of \$5,000 or more that my company determines to be suspicious.
7. I acknowledge that my company does not currently employ anyone, including officers, partners, directors, managers, or any other individuals who are listed in (i) the System for Award Management (SAM) database; (ii) the Limited Denial of Participation (LDP) database; (iii) Freddie Mac's Excluded Party List; and/or (iv) FAMC's Exclusionary List.
8. I acknowledge that my company maintains a Quality Control program, sufficient to ensure compliance with all regulatory and FAMC requirements.
9. I acknowledge that I have read and understand the current FAMC Fair and Responsible Lending Procedures. \*
10. I acknowledge that I have read and understand the current FAMC LO Compensation Procedures. \*  
(\*Located at [www.franklinamerican.com](http://www.franklinamerican.com) > Lending Guide > Corp. Policies > Corp. Compliance > Federal)



# WHOLESALE APPLICATION



## WHOLESALE LENDING

### Certification

I, the undersigned Officer, am authorized to provide this information to Franklin American Mortgage Company, a division of Citizens Bank, N.A. on behalf of my company. I attest to the truth and accuracy (to the best of my knowledge and belief) of all the information provided to FAMC in and with the Application(s), and I agree to provide further information if so requested by FAMC. I hereby authorize FAMC to send correspondence to my company via e-mail.

### Authorization/Release for Businesses and Professionals

(Company/DBA) \_\_\_\_\_ (the "Applicant") acknowledges that it is in the best interest of both Applicant and Franklin American Mortgage Company, a division of Citizens Bank N.A. (FAMC) for FAMC 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 FAMC and other similarly-situated entities in the mortgage industry exchange information about their experiences in doing business with professionals/entities such as Applicant. Therefore, Applicant hereby consents and gives FAMC permission to obtain information about the Applicant's company, including additional branches, and any and all employees/contractors of that company including, but not limited to, professional history information, criminal record information, credit information (not applicable to depository Applicants), and other public record information. Applicant understands that FAMC will perform quality control reviews of the loans submitted by Applicant for registration, 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 originators or processors on such loans, whether or not Applicant or its employees are implicated in the alleged misrepresentations and/or irregularities. Applicant hereby released and agrees to hold harmless FAMC, Lexis Nexis, Mortgage Asset Research Institute (MARI), all MARI subscribers, and any trade associates that endorse MARI's mortgage fraud detection or risk management products from any and all liability for damages, losses, costs, and expenses that may arise from the reporting or use of any information submitted by FAMC or any other MARI subscriber to Mortgage Asset Research Institute, Inc., recorded in MARI's MIDEX database, and used in any way by FAMC or any other MARI subscriber.

### Majority Owner/Officer Signature:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Equal Housing Lender.** Franklin American Mortgage Company, a division of Citizens Bank, N.A. (FAMC), a national banking association, whose address is One Citizens Plaza, Providence, RI 02903. Company NMLS #433960. For mortgage banking professionals only; not authorized for distribution to consumers or third-parties. All info herein is current as of the last revision date and subject to change without notice.



# EMB QUESTIONNAIRE



## WHOLESALE EMB LENDING

The following sections are required to be completed for all New and Existing EMBs.

**EMB Lender Name:** \_\_\_\_\_ **FAMC EMB Lender ID:** \_\_\_\_\_

### Other Investor Details

Is the Applicant currently acting as an Emerging Mortgage Banker (or similar) with another lender?  Yes  No  
If yes, please provide the name(s) and required information below (attach additional pages if necessary).

Lender Name: \_\_\_\_\_ Approval Date: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact E-mail Address: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Lender Name: \_\_\_\_\_ Approval Date: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact E-mail Address: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone Number: \_\_\_\_\_

### Warehouse Line Details

**Number of warehouse lines available to EMB:** \_\_\_\_\_

*\*Please note that only true, bona fide warehouse lines are permissible. Business lines of credit and 'self-funding' for non-depositories will not be acceptable.*

*\*\* Subsidiaries of depositories must provide warehouse bank(s).*

For each, please provide the following (attach additional pages if necessary).

Warehouse Bank Name: \_\_\_\_\_ Line Amount: \_\_\_\_\_ Approval Date: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact E-mail Address: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Warehouse Bank Name: \_\_\_\_\_ Line Amount: \_\_\_\_\_ Approval Date: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact E-mail Address: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Warehouse Bank Name: \_\_\_\_\_ Line Amount: \_\_\_\_\_ Approval Date: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact E-mail Address: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone Number: \_\_\_\_\_





# LOUISIANA AND NEW JERSEY BROKER DISCLOSURES ADDENDUM



## WHOLESALE LENDING

**If your company is approved to do business in either Louisiana or New Jersey, please provide the additional information requested below.**

### Louisiana

1. Is your company a subsidiary of an organization that provides a settlement service? If so, please include the company name.

Settlement Company Name: \_\_\_\_\_

2. Please specify if you use a Bond or a Trust account. If so, please provide the name of the company the account is through.

Bond     Trust

Bond or Trust Company Name: \_\_\_\_\_

### New Jersey

1. Does your company place loans with three or fewer lenders, including FAMC? If so, please provide the names of the lenders.

a. FAMC \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_



## WHOLESALE EMB LENDING

The parties to this Emerging Mortgage Banker Loan Purchase Agreement (“EMB Agreement”) are Citizens Bank, N.A. (“PURCHASER”) with its principal place of business located at One Citizens Plaza, Providence, Rhode Island 02903, and \_\_\_\_\_ (referred to for purposes of this EMB Agreement as “SELLER”).

WHEREAS, from time to time, SELLER may avail itself of the program offered by PURCHASER and offer to sell Mortgage Loans to PURCHASER;

WHEREAS, PURCHASER may from time to time purchase Mortgage loans from SELLER and sell such loans to third parties in the secondary market (“Investors”); and

WHEREAS, the parties hereby agree that the following terms and conditions will govern and form a part of all Mortgage Loan purchase and sale transactions by and between them, unless specifically modified or supplemented in writing, and approved by PURCHASER and SELLER;

NOW, THEREFORE, the parties agree as follows:

### ARTICLE I - DEFINITIONS

In the context of this EMB Agreement, the following definitions shall apply:

**1.1 Agency** means Fannie Mae, Freddie Mac, FHA, HUD, VA, GNMA, and/or a Private Investor, as applicable.

**Agency Guide** means (i) VA Lender’s Handbook (26-7); (ii) HUD Lender’s Guide (4155.2), Mortgage Credit Analysis Guide (4155.1), and all other applicable HUD Housing Handbooks; (iii) the Fannie Mae Selling and Servicing Guides; (iv) the Freddie Mac Sellers’ and Servicers’ Guides, and/or (v) any guide or instructions provided from time to time by a Private Investor, in each case as such Agency Guide may be amended from time to time.

**Applicable Requirements** means (i) the obligations of SELLER as set forth in the Contract Documents, or in any of the Mortgage Documents; (ii) requirements applicable to Mortgage Loans set forth in the Contract Documents; (iii) requirements set forth in any applicable Agency Guide; (iv) all applicable federal, state, and local legal and regulatory requirements; (v) all other applicable requirements and guidelines of each governmental and quasi-governmental agency, board, commission, instrumentality, and other governmental body or office having jurisdiction; (vi) requirements listed in any PURCHASER product guide, PURCHASER bulletin or Manual, and/or (vii) all other applicable judicial and administrative judgments, orders, stipulations, awards, writs, and injunctions.

**Borrower** means each obligor under a Mortgage Note and/or each person who executes a Mortgage.

**Contract Documents** means this EMB AGREEMENT, the Manuals, and any and all other documents, instruments, and materials required by PURCHASER in connection therewith, and any and all attachments and exhibits to any and all of the foregoing, and any and all amendments thereof.

**EMB Agreement** means this EMB Agreement and any exhibit to this EMB Agreement or other document incorporated reference herein.

**EMB Procedures** means the EMB procedures as published and regularly updated by Franklin American Mortgage Company, a division of Citizens Bank, N.A. (FAMC) available at the FAMC website.



## WHOLESALE EMB LENDING

**Event of Default** means the occurrence of any one or more of the following:

- (a) SELLER fails to perform or observe any of its obligations, covenants, or agreements set forth in any of the Contract Documents for a period of ten (10) business days or more (or three (3) business days with respect to the payment of money) after the date upon which PURCHASER gives written notice of such failure to SELLER; provided that such Event of Default shall be deemed immediate with respect to any such failure which, in PURCHASER's sole discretion, is incurable or cannot reasonably be cured with the cure period (said cure period being inapplicable to events listed in subsection (b) through (h) hereof).
- (b) Discovery of evidence that any representation or warranty made by or on behalf of SELLER in any of the Contract Documents was false or incorrect in any material respect at the time it was made.
- (c) SELLER fails to meet any capital or other financial standard imposed by any Applicable Requirement; any material adverse change occurs in the financial condition of SELLER; or SELLER fails to provide any information, including information regarding SELLER's financial condition, as requested by PURCHASER.
- (d) A decree or order of a court or agency or supervisory authority having jurisdiction for the appointment of a trustee, conservator, receiver, or liquidator in any bankruptcy, insolvency, readjustment or debt, or similar proceeding, shall have been entered against SELLER.
- (e) SELLER admits in writing its inability to pay its debts as they become due, files a petition to take advantage of any applicable insolvency, bankruptcy, or reorganization statute, makes an assignment for the benefit of its creditors, or voluntarily suspends payment of its obligations.
- (f) SELLER is placed on any debarment, limited denial of participation, exclusionary, or similar list of any Agency, or SELLER violates any Applicable Requirement.
- (g) SELLER fails to provide reasonable assurances as described in Article IV hereof.
- (h) SELLER fails to deliver upon its obligations relative to its Lock Confirmation.

**Lock Confirmation** means written or electronically transmitted notification provided to the SELLER by PURCHASER evidencing PURCHASER's commitment to purchase the Mortgage Loans specified in said notice in accordance with Applicable Requirements and the provisions of the Manuals.

**Manuals** means the Emerging Mortgage Banker (EMB) Program Guidelines, as amended from time to time, which sets forth procedures for (i) registering and locking a loan submitted through the EMB program; (ii) underwriting; (iii) ordering or preparing documents; (iv) execution of documents; (v) funding and shipping; and (vi) auditing.

**Mortgage** means a mortgage, deed of trust, or other such security instrument that is executed by a Borrower pledging the Mortgaged Property as security for repayment of a Mortgage Note.

**Mortgage Documents** means all documents required by the Manual, applicable law, and Agency, and/or a private mortgage insurer to originate, close, and service a Mortgage Loan and issue a related security.

**Mortgage Loan** means a residential mortgage loan to be sold to PURCHASER by SELLER.



## WHOLESALE EMB LENDING

**Mortgage Loan File** means the contents of the file delivered to PURCHASER by SELLER for each Mortgage Loan sold or to be sold by SELLER to PURCHASER. The Mortgage Loan File shall contain the documents referenced in the Manual and any additional documents required to be added to the Mortgage Loan File pursuant to any other Contract Document, an Applicable Requirement, or upon PURCHASER's reasonable request.

**Mortgage Note** means the written promise of a Borrower to pay a sum of money in United States dollars at a stated interest rate over a specified term, and that is secured by a Mortgage.

**Mortgage Property** means the real property, together with a one-to-four family dwelling and any other improvements situated on such real property, that have been pledged by a Borrower under a Mortgage as collateral to secure the obligation under a related Mortgage Note.

**Mortgagor** means the person or persons obligated on the Mortgage as mortgagor(s).

**Private Investor** means any entity other than Fannie Mae, Freddie Mac, or GNMA that purchases a Mortgage Loan from the PURCHASER.

**Purchase** means the payment by PURCHASER of the Purchase Price for a Mortgage Loan on the Purchase Date to SELLER or SELLER's designee, or any other party legally entitled to receive the Purchase Price (including SELLER's Warehouse Lender).

**Purchase Date** means the date of the Purchase of any Mortgage Loan.

**Purchase Price** means the dollar amount PURCHASER agrees to pay SELLER for a Mortgage Loan in accordance with the pricing terms set forth in the Manuals, together with the applicable Servicing Release Premium, if any. Each Mortgage Loan purchase will have net adjustments for all fees due to PURCHASER under this Agreement or the Guidelines, including PURCHASER's lock policy. SELLER hereby authorizes PURCHASER to deduct any monies due under the terms of this Agreement or the Guidelines from the purchase price of a Mortgage Loan, and such right is not restricted to any one Mortgage Loan's purchase proceeds.

**Register or Registration** means the act or process of registering a Mortgage Loan with PURCHASER in accordance with the procedures set forth in the Manuals. A Mortgage Loan that is registered may be in a float status or a rate-locked status, as provided in the Manuals.

**Servicing Release Premium** means the amount, if any, to be paid to SELLER for the Servicing Rights associated with a Mortgage Loan as specified in writing by PURCHASER.

**Servicing Rights** means with respect to a Mortgage Loan, the right to administer, collect payments, pay taxes and insurance, remit payments, provide foreclosure services, and provide full escrow administration.

**Texas Home Equity Loan** means an extension of credit pursuant to the requirements of Article 16, §50(a)(6) or (7) of the Constitution of the State of Texas.

## ARTICLE II - PURCHASE AND SALE OF MORTGAGE LOANS

**2.1 Compliance with Contract Documents.** SELLER hereby agrees to offer for sale of all its right, title, and interest (including Servicing Rights) in Mortgage Loans. PURCHASER hereby agrees to purchase Mortgage Loans from



## WHOLESALE EMB LENDING

SELLER, in PURCHASER's sole discretion, subject to the terms, conditions, and procedures set forth in this EMB AGREEMENT, the Manuals, and any other Contract Documents. Unless an amendment to any of the Contract Documents specifically provides that it amends such Contract Document(s) and this EMB AGREEMENT, if the terms of this EMB AGREEMENT are expressly inconsistent with the terms of any of the Contract Documents, the terms of this EMB AGREEMENT shall control. Whenever possible, however, the terms of this EMB AGREEMENT and the Contract Documents shall be interpreted to be consistent.

**2.2 Eligible Mortgage Loans.** SELLER may offer to sell Mortgage Loans on a servicing released basis that are: (i) closed no more than thirty (30) days before the Purchase Date; (ii) not in default (30 days or more delinquent); (iii) without a history of delinquent principal, interest, or escrow payments; (iv) approved, funded, and closed by and in the name of the SELLER; and (v) originated, closed, delivered, and serviced in accordance with Agency Guides, the Manuals, Applicable Requirements, and any additional Agency and PURCHASER conditions. All Mortgage Loans must comply with the requirements in the Manuals and this EMB AGREEMENT to be eligible for purchase under this EMB AGREEMENT. From time to time, to the extent permissible under law, the Manuals may specify certain types of Mortgage Loan products or programs, properties, or ownership interests, which are ineligible for purchase by PURCHASER, under the SELLER program. PURCHASER may determine, in its sole discretion, whether a Mortgage Loan meets the requirements set forth in the Contract Documents. SELLER is under no obligation to submit, and PURCHASER is under no obligation to purchase, a fixed or minimum number of Mortgage Loans under this EMB AGREEMENT.

**2.3 Origination.** SELLER shall be the sole originator of all Mortgage Loans offered for purchase under this EMB AGREEMENT. SELLER shall be responsible for obtaining all necessary application and disclosure forms. SELLER shall also: (i) obtain executed loan applications; (ii) timely deliver all disclosures pursuant to Applicable Requirements; (iii) obtain appraisal, credit, and other documentation required by PURCHASER for each Mortgage Loan for which a Borrower has authorized SELLER to provide financing; and (iv) submit the loan application to PURCHASER for underwriting, along with such other or additional information as may be required by PURCHASER. Appraisals must be performed in accordance with Applicable Requirements, specifically including, without limitation the Appraisal Guidelines presented in the Manuals and incorporated by reference. No affiliate, employee, or agent of SELLER may perform an appraisal of a Mortgaged Property.

**2.4 Lock Confirmation.** PURCHASER will underwrite all Mortgage Loans for purchase on an individual basis. Upon acceptance and approval of any such purchase, PURCHASER in its sole discretion may issue a Lock Confirmation to SELLER, stating, as applicable, terms and conditions of purchase, subject to which PURCHASER will buy the Mortgage Loan. The decision to accept a Mortgage Loan for purchase will be at the sole discretion of PURCHASER. PURCHASER shall have no obligation to purchase any Mortgage Loan until all underwriting and closing conditions have been cleared. SELLER agrees to deliver to PURCHASER all closed and funded Mortgage Loans for which a Lock Confirmation has been issued; provided, however, that any Lock Confirmation is voidable by PURCHASER, if PURCHASER believes the SELLER breached any material covenant, representation, or warranty in the Contract Documents applicable to any Mortgage Loan offered by SELLER for purchase or any Mortgage Loan actually purchased from SELLER in the past.

**2.5 Closing and Delivery of Documents.** PURCHASER will purchase only Mortgage Loans closed in the name of SELLER with funds provided by SELLER. All eligible Mortgage loans shall be closed by a title agency or settlement attorney in good standing with the insurer as of the date of closing. PURCHASER will not purchase any Mortgage Loan closed by an affiliate, officer, employee, or agent of SELLER. SELLER shall also obtain an insured closing protection letter issued in the name of SELLER. SELLER must use the appropriate PURCHASER approved documents for All Mortgage Loans as indicated in the EMB Procedures. SELLER will deliver each Mortgage Loan File, including the Mortgage Note and the Mortgage Documents, by the lock expiration date. SELLER will perfect title to each Mortgage



## WHOLESALE EMB LENDING

Loan in PURCHASER's name and assign and deliver the trailing Mortgage Documents on a flow basis not to exceed sixty (60) days after the Purchase Date. Without waiver of or prejudice to rights and remedies under Article V, if all trailing Mortgage Documents are not received within sixty (60) days after closing, PURCHASER may undertake efforts to obtain such documents and SELLER shall pay PURCHASER any administrative fee as set forth in the Manuals and reimburse PURCHASER for any out-of-pocket expenses incurred.

**2.6 Audit and Purchase.** Prior to purchasing the Mortgage Loan from SELLER, PURCHASER shall conduct a post-closing audit of the Mortgage Documents to determine that they have been properly executed and that the Mortgage Loan has been closed in accordance with the Lock Confirmation and the Contract Documents. PURCHASER may suspend a Mortgage Loan which is substantially, but not fully, compliant and adjust the Purchase Price, as provided in the Manuals. If all requirements of the Contract Documents and conditions of the post-closing audit have been satisfied, PURCHASER shall purchase the Mortgage Loan from SELLER at the Purchase Price established, subject to any applicable pricing adjustments. If any Mortgage Loan fails to satisfy any requirement, term, or condition of the Lock Confirmation, Contract Documents, or post-closing audit, PURCHASER shall be under no obligation to purchase that Mortgage Loan.

**2.7 Payment.** PURCHASER will transfer funds to SELLER or its warehouse bank on the Purchase Date, which may include prepayment of interest based on the due date of the first payment on the Mortgage Note. The interest accruing on the Mortgage Loans will accrue to PURCHASER beginning on the date of funding. The SELLER will return any Purchase Price overpayment to PURCHASER within fifteen (15) calendar days after the earlier of (i) discovering such overpayment; or (ii) receipt of notice and demand from PURCHASER. Payment of the Purchase Price for any Mortgage Loan shall not be construed as a waiver of any requirements in the Contract Documents or of the representations and warranties applicable to Mortgage Loans, as hereinafter set forth.

**2.8 SELLER's Continuing Responsibilities.** SELLER shall timely: (i) notify the Borrower of the sale and transfer of servicing of the Mortgage Loan and respond to any qualified written request pursuant to 12 CFR §1024.21; (ii) cure any finance charge under-disclosure by an amount of more than \$35.00 in accordance with Applicable Requirements; (iii) cure any tolerance violation under 12 CFR §1024.7, in accordance with Applicable Requirements, including arrangement for preparation and execution of corrective documentation, as required by PURCHASER; and (iv) comply with Internal Revenue Service reporting requirements, including issuing Form 1098 to report any interest amounts, origination fees, or discount points received on any Mortgage Loans sold to PURCHASER hereunder.

## ARTICLE III - MORTGAGE LOAN REPRESENTATIONS AND WARRANTIES

At all times SELLER makes the following representations and warranties:

**3.1 Sole Originator.** SELLER is the sole originator of any Mortgage Loan offered for sale hereunder.

**3.2 Compliance with Legal and Agency Requirements.** There is no fact or circumstance with respect to the Mortgage Loan that would entitle: (i) an Agency to demand repurchase of a Mortgage Loan; (ii) an Agency or insurer to deny or reduce benefits under an insurance policy or guarantee; (iii) a third party, including but not limited to, an Agency and/or insurer, to claim indemnification or damages; or (iv) an Agency or other party deem a Mortgage Loan to be ineligible for a pool. Each Mortgage Loan complies with the Agency Guide and Contract Documents. The SELLER is not now and has not within the last twenty-four (24) months been subject to any administrative sanction imposed by an Agency. Each Mortgage Loan was originated and serviced in compliance with the Agency Guide, the Manuals, and applicable law, including consumer protection statutes and regulations.





## WHOLESALE EMB LENDING

**3.3 Valid Obligation and First Lien.** Each Mortgage Note and related Mortgage is genuine and legally enforceable. The Mortgage is a valid and existing first lien on the Mortgaged Property, with the exception of any encumbrances or liens acceptable to the Agency. The Mortgage Loan is not subject to any right of rescission or other defense. There are no mechanic's liens or similar liens or claims that have been filed for work, labor, or material encumbering the Mortgaged Property, which lien(s) is or may be a lien prior to, or equal with, the lien of the Mortgage. No Borrower has been released from the original Mortgage Loan, and no part of the Mortgage Property has been released from the Mortgage.

**3.4 Title Insurance.** A title insurance policy has been issued for each Mortgage Loan insuring the SELLER, its successors and assigns, in an amount no less than the outstanding Mortgage Loan principal balance. Such policy will be issued by a title insurer and on a form, both acceptable to the Agency and the PURCHASER.

**3.5 Full Disbursement of Loan Proceeds.** All Mortgage Loan proceeds have been disbursed, and there are no requirements for future proceeds.

**3.6 Appraisals.** Each Mortgaged Property has been appraised in compliance with Applicable Requirements.

**3.7 Assignment of Mortgage Loans to PURCHASER.** SELLER is the sole owner of the Mortgage Loan and has the authority to assign it to PURCHASER. SELLER has not transferred the Mortgage Loan to any other person, and the assignment is free and clear of any claim. SELLER will assign each Mortgage Loan sold to PURCHASER by endorsement of the Mortgage Note substantially in the form of the allonge set forth in the Manuals, and if required, by a valid recorded assignment of the Mortgage to a party designed by PURCHASER. SELLER stipulates that any executed agreement, power of attorney, or consent resolution that grants PURCHASER the authority to execute, assign, or endorse Mortgage Documents on behalf of SELLER does not release SELLER from any representation, warranty, or covenant in the Contract Documents.

**3.8 Hazard and Flood Insurance.** The Mortgaged Property is covered by a hazard insurance policy compliant with Applicable Requirements. The Mortgaged Property is also covered by a flood insurance policy compliant with Applicable Requirements, and coverage limits equal to the lesser of the principal balance of the Mortgage Loan or the maximum insurance available under such law.

**3.9 PMI.** Each Mortgage Loan required to have private mortgage insurance is covered by a policy that (i) complies with the Agency Guide and the Manuals; (ii) is issued by an insurer acceptable to the Agency and PURCHASER. SELLER represents that there are no captive reinsurance agreements or similar arrangements in place with any mortgage insurance provider applicable to any Mortgage Loan sold to PURCHASER hereunder. SELLER shall compensate PURCHASER for any under-disclosure of mortgage insurance coverage, if required pursuant to the terms and conditions of the Lock Confirmation.

**3.10 FHA and VA Guaranty.** Each Mortgage Loan to be insured by FHA is eligible for FHA insurance, and each Mortgage Loan to be guaranteed by the VA is eligible for a VA guaranty. PURCHASER is responsible for ensuring payment of the FHA Insurance or VA Guaranty.

**3.11 Fraud.** No Mortgage Loan has been originated through any type of fraudulent or deceptive or unfair practices.

**3.12 SELLER's Statements are True and Correct.** None of the SELLER's statements to PURCHASER contains any untrue or incomplete material fact.



## WHOLESALE EMB LENDING

**3.13 EMB Procedures.** SELLER acknowledges receipt of EMB Procedures and understands that it is SELLER's responsibility to maintain awareness of and compliance with any updates thereto.

### ARTICLE IV - SELLER REPRESENTATIONS AND WARRANTIES

**4.1 Duly Organized.** SELLER is duly organized, validly existing, and in good standing under applicable law, and has the authority to enter into this EMB AGREEMENT and any other related agreements.

**4.2 SELLER is Duly Authorized.** SELLER has authority to enter into and perform its obligations under this EMB AGREEMENT. This EMB AGREEMENT is valid and legally binding.

**4.3 Licenses and Approvals.** The SELLER has obtained all licenses and approvals in compliance with Applicable Requirements to authorize SELLER to originate and sell Mortgage Loans under this EMB AGREEMENT.

**4.4 Financial Condition.** SELLER hereby represents and warrants that its liquid net worth is at a minimum in excess of \$150,000.00 and has adequate financial capitalization to engage in the business of originating, processing, and closing mortgage loans.

**4.5 Notice to PURCHASER.** SELLER shall immediately notify PURCHASER if (i) SELLER becomes insolvent; (ii) incurs claims or obligations, which could make it insolvent; (iii) experiences a material change in its financial condition which would impair its ability to perform under this EMB AGREEMENT; (iv) any registrations, licenses, or approvals from regulatory or other government authorities necessary for SELLER to perform under this EMB AGREEMENT have lapsed or have been forfeited, revoked, canceled, or suspended; and (v) any post-closing curative action on any Mortgage Loan becomes necessary.

### ARTICLE V - DEFAULT

**5.1** Upon an Event of Default, PURCHASER shall be entitled to exercise the rights and remedies set forth in this EMB AGREEMENT.

### ARTICLE VI - REPURCHASE OBLIGATION

**6.1** SELLER agrees to repurchase any Mortgage Loan, at the request of PURCHASER, if any one of the following occurs:

- (a) Regardless of whether SELLER had actual knowledge of any non-compliance with the Guidelines or this AGREEMENT, the Mortgage Loan fails to comply with the terms and conditions of this AGREEMENT or any requirement set forth in the Guidelines; or
- (b) Final documentation is improper or incomplete under the terms of this AGREEMENT or any requirement of the Guidelines after one hundred twenty (120) days from the Mortgage Loan funding. Notwithstanding the foregoing, the PURCHASER shall not impose Repurchase if the SELLER's failure to deliver an original Mortgage Loan document is caused by the failure of the applicable recording office to record and return an original recorded Mortgage Loan document, provided the SELLER, in the PURCHASER's reasonable judgment, has exercised and continues to exercise a reasonable good faith effort to fulfill its obligations hereunder; or





## WHOLESALE EMB LENDING

- (c) All repurchase demands of any third party or secondary market investor to which PURCHASER had sold any Mortgage Loan. This includes any repurchase demand from a third party or secondary market investor which PURCHASER determines in its sole and absolute discretion to be enforceable, even if PURCHASER has not incurred any loss with respect to such Mortgage Loan.
- (d) If the PURCHASER, in its sole discretion, determines the loan contains any material defect that may adversely affect the loans eligibility for insuring or sale to an investor.

In the event that any of the foregoing is the direct result of an act of the PURCHASER, SELLER shall not be obligated to repurchase or indemnify loans.

**6.2** SELLER agrees that any Mortgage Loan required to be repurchased pursuant to this AGREEMENT will be repurchased at (i) the gross sales price paid by PURCHASER, plus (ii) any servicing-release premium or similar amount paid by PURCHASER upon the purchase of the Mortgage Loan, plus (iii) all reasonable costs actually incurred by PURCHASER attributable to the Mortgage Loan (including without limit any legal fees required to enforce Lender's rights under this paragraph).

**6.3** SELLER shall not directly or indirectly solicit borrowers for the purpose of refinancing a loan previously sold to PURCHASER for a period of one hundred twenty (120) calendar days from the Purchase Date of the loan.

**6.4** In the event any Mortgage Loan is paid off within the first one hundred twenty (120) calendar days from the date of purchase by PURCHASER, SELLER shall, upon demand by PURCHASER, pay to PURCHASER (i) a fee of 1.5% of the original principal amount of the Mortgage Loan plus, (ii) all reasonable costs actually incurred by PURCHASER attributable to the Mortgage Loan (including without limit any legal fees required to enforce PURCHASER's rights under this section). Exercise of PURCHASER's rights under this Section shall not waive any indemnification rights in favor of PURCHASER under this AGREEMENT. SELLER stipulates that such a fee is reasonable compensation for lost income and out-of-pocket expense incurred by PURCHASER in the event of an early pay-off and is not penal or punitive in nature.

## ARTICLE VII. INDEMNIFICATION

**7.1** In addition to the other remedies available to PURCHASER, SELLER shall indemnify and hold harmless PURCHASER, its 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:

- (a) The breach by the SELLER of any covenant, condition, term, obligation, representation or warranty contained in this Agreement, the Guidelines, or in any written statement, certificate, or Mortgage Loan Document furnished by the SELLER pursuant to this Agreement or the Guidelines;
- (b) At the sole option of PURCHASER, the occurrence of any event described in Article 6;
- (c) Any material act or omission of SELLER or any employee or agent of SELLER that adversely affects any Mortgage Loan purchased by PURCHASER hereunder; and
- (d) Any errors and or omissions committed by any user, including, but not limited to, SELLER's agents, to whom SELLER provides access to PURCHASER's systems.



## WHOLESALE EMB LENDING

**7.2** 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.

### ARTICLE VIII. RIGHT TO AUDIT

**8.1** SELLER agrees to permit PURCHASER, upon twenty-four (24) hour notice, and its internal audit staff to conduct audits of SELLER's operations relative to Mortgage Loans applicable to this Agreement and 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.

### ARTICLE IX - FURTHER ASSURANCES

**9.1** Upon the Request of PURCHASER, SELLER shall execute, deliver, or perform all such further acts, assignments, conveyances, and assurances as may be required for the better vesting and confirmation to PURCHASER of full legal and equitable title to the Mortgage Loans, and as may otherwise be necessary to consummate the transactions provided for the Contract Documents. SELLER shall cooperate with PURCHASER's quality control efforts and shall furnish PURCHASER with such necessary information concerning the affairs of SELLER as PURCHASER may reasonably request, including financial information and information regarding the status of SELLER's authorizations and approvals necessary for the conduct of its business. In the event SELLER receives any notice from a Private Investor, Agency, or any other regulatory agency with respect to any Mortgage Loan, SELLER shall advise PURCHASER immediately of such notice and deliver a copy of such notice to PURCHASER. In addition, if SELLER receives any written complaint with respect to any Mortgage Loan, SELLER shall immediately notify PURCHASER of the complaint, and forward it to PURCHASER. SELLER shall fully cooperate with PURCHASER to resolve any disputes involving a Mortgage Loan. SELLER acknowledges that if at any time, PURCHASER has reason to believe that SELLER is not conducting business in accordance with all Applicable Requirements or that an Event of Default has occurred, PURCHASER shall have the right to demand, pursuant to written notice from PURCHASER to SELLER, reasonable assurances from SELLER that such a belief is in fact unfounded, and any failure of SELLER to provide such reasonable assurances within a time frame specified in such written notice shall itself constitute an Event of Default. Nothing in this Section shall be deemed or construed to limit, waive, or impair any of PURCHASER's rights or remedies with respect to any Event of Default under any other Section hereof.

### ARTICLE X - TERMINATION

**10.1 Without Cause.** Either PURCHASER or SELLER may terminate this EMB AGREEMENT without cause upon fifteen (15) calendar days prior written notice. In the event of such termination, SELLER shall nevertheless deliver to PURCHASER for purchase all Mortgage Loans for which a Lock Confirmation has been issued. Such termination shall not affect SELLER's duties and obligations with respect to any Mortgage Loans purchased by PURCHASER prior to the date of termination.

**10.2 Upon Event of Default.** Upon the occurrence of an Event of Default, PURCHASER may immediately terminate this EMB AGREEMENT without any liability whatsoever to SELLER or any other person or entity for claims, losses, expenses, costs, obligation, and liabilities arising directly or indirectly therefrom. In the event of termination pursuant to this section, PURCHASER may, at its option, and in addition to any other rights and remedies it might have,



## WHOLESALE EMB LENDING

terminate any or all outstanding Registrations and Lock Confirmations with SELLER and shall thereupon be released from any and all obligations to purchase Mortgage Loans.

### ARTICLE XI - GENERAL PROVISIONS

**11.1** SELLER is an independent contractor and this Agreement and transactions entered into pursuant hereto shall not create between SELLER and PURCHASER a relationship of agency, legal representation, joint venture, partnership, debtor/creditor, or employment. SELLER and PURCHASER agree that neither party is in anyway authorized to make any contract, agreement, warranty, or representation, or to create any obligation, express or implied, on behalf of the other.

- (a) This Agreement shall be binding and inure to the benefit of and be binding upon the parties hereto and their successors and/or assigns. This Agreement is not assignable by SELLER without the prior written consent of PURCHASER. A change in control, merger, or consolidation of SELLER shall be considered an assignment for purposes of this Agreement.
- (b) This Agreement will be governed by, and interpreted and construed in accordance with, the laws of the State of Rhode Island, without reference to any provisions relating to conflict of laws. Any claims arising from or relating to the Agreement shall be adjudicated by the courts of the State of Rhode Island and/or the United States District Court for the District of Rhode Island.
- (c) Section headings are for reference only and shall not affect the interpretation or meaning of any provision of this Agreement.
- (d) This Agreement, any addendums attached hereto and executed by all parties integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations or prior writings in respect to the subject matter hereof and thereof.
- (e) 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 of enforceability of such provision in any other jurisdiction, and to this end, the provisions hereof are severable. This Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument.
- (f) 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.
- (g) The Parties shall have the right to amend this Agreement prospectively at any time and from time to time by mutual written agreement and with written notice to the other party specifying the effective date of the amendment. Nothing in this paragraph shall be interpreted to restrict PURCHASER's right to modify the Guidelines as provided for elsewhere in this Agreement.
- (h) This Agreement is made for the express benefit of SELLER 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.



## WHOLESALE EMB LENDING

- (i) SELLER understands that all information provided to SELLER in connection with this Agreement is confidential and proprietary to PURCHASER, SELLER 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 the 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.
- (j) 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.
- (k) 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 facsimile 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 fax number or 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.
- (l) 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.
- (m) 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.

Agreed this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, as evidenced by the signatures of the parties below.

**"SELLER"**

By (Sign): \_\_\_\_\_

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

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

**"PURCHASER, CITIZENS BANK, N.A."**

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

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

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

**Equal Housing Lender.** Franklin American Mortgage Company, a division of Citizens Bank, N.A. (FAMC), a national banking association, whose address is One Citizens Plaza, Providence, RI 02903. Company NMLS #433960. For mortgage banking professionals only; not authorized for distribution to consumers or third-parties. All info herein is current as of the last revision date and subject to change without notice.



## WHOLESALE LENDING

This Wholesale Lending Agreement (the “Agreement”) is entered into by and between Citizens Bank, N.A. (hereinafter referred to as “Lender”), and \_\_\_\_\_, whose name and notice address are set forth on the signatory page hereto, together with its successors in interest, (hereinafter referred to as “Broker”), dated as of the date set forth on the signatory page hereto. Whereas, the parties wish to establish a non-exclusive relationship whereby Broker will submit loan packages, on behalf of its clients, to Lender for possible funding. Now, therefore, the parties agree as follows:

1. **GENERAL BROKER RESPONSIBILITY:** Broker will, at Broker’s sole expense:
  - a) submit to Lender a completed loan package under such programs, procedures, and fee schedule as Lender may establish;
  - b) furnish Lender with such credit and financial information, as required by Lender, on all loan packages submitted to Lender;
  - c) provide such additional information required by Lender or any of its secondary market sources to assist in the sale of a loan into the secondary market;
  - d) perform such other services as required for the closing and funding of a loan;
  - e) provide Lender with any information which could adversely affect the lending decision on any loan package; and
  - f) originate and process each loan in full compliance with FNMA, FHLMC, GNMA, FHA, VA, and other investors and requirements as Lender may identify in its website, Broker Handbook, Product Manuals, or other written communications.
  
2. **CONTINUING OBLIGATIONS:** Broker agrees to comply with all applicable regulations and statutes affecting licensing status, and/or the origination and processing of mortgage loans. Broker further agrees to properly supervise any agents or employees of Broker which directly or indirectly handle any phase of origination or processing of its mortgage loans. Broker shall immediately notify Lender of any claims, administrative proceedings, or actions by a government or private entity, which could affect Broker’s status as a licensed entity. Broker shall notify Lender within 24 hours after a manager, loan officer, or other loan originator employed by Broker is terminated. Broker shall notify Lender of any changes in its ownership structure, corporate name, or address for notice within five (5) business days of such change.
  
3. **BROKER FINANCIAL CONDITION:** Broker hereby represents and warrants that Broker is solvent and has adequate financial capitalization to properly engage in the business of originating and processing mortgage loans. Broker agrees to provide Lender with financial reports on an annual basis or as reasonably requested by Lender and in a form acceptable to Lender. Broker also agrees to immediately notify Lender if Broker:
  - a) becomes insolvent;
  - b) incurs claims or obligations which could make it insolvent; and/or
  - c) experiences a material change in its financial condition that could impair Broker’s ability to perform under this agreement.
  
4. **LOAN DISPOSITION:** Loan approval shall be within Lender’s sole discretion and Broker shall not represent that Lender has approved a loan package until Lender has issued an approval to Broker in writing. All loans shall close in Lender’s name, unless otherwise agreed to by Lender. Where Lender agrees to allow Broker to close in its name, Broker agrees to execute any documents required by Lender to perfect Lender’s interest in the loan, including, but not limited to, a power of attorney to permit the endorsement, assignment, and/or transfer of notes, security instruments, and other loan documents. Broker agrees all loan packages submitted to Lender shall become the sole property of Lender upon a written disposition of the loan file. Broker agrees that Lender, at its option and Broker’s expense, may choose to perform a quality control inspection of the loan package and decline a loan submitted by Broker if there are any material misstatements or omissions of fact. If Lender denies a loan application submitted to Lender for underwriting, and Broker does not obtain loan approval for the applicant from any other





## WHOLESALE LENDING

lending source, Broker agrees to issue to the applicant a denial notice that meets all requirements of the Equal Credit Opportunity Act (ECOA). Such notice shall list all denying creditors, including Lender.

### 5. **FEES:**

- a) Broker's fee shall be payable if and when a loan is closed and funded by Lender and where Broker has:
  - i) obtained, in writing from Lender, a firm commitment of Lender's interest rate, discount rate, and ancillary fees;
  - ii) successfully negotiated with the borrower(s) any fees in excess of Lender's fees for the loan; and/or
  - iii) negotiated a yield spread premium fee from the Lender for the loan, if applicable.
- b) Broker is aware that Lender's pricing, as published daily to Broker, is subject to change without notice, and no loan is price-protected until such time as Lender has issued a written loan lock confirmation.
- c) Broker shall not be entitled to any fee if a loan does not fund, regardless of the reason.
- d) Should Lender identify that Broker's negotiated fees exceed applicable law, such fee or fees may be reduced, without notice to Broker, to achieve levels which do not comply.
- e) Any fee, yield spread premium, servicing release premium, or other fees or compensation payable to Broker shall be paid only after Lender deducts all of its fees and charges from the loan proceeds.
- f) Except as otherwise provided in section 8.f) of this Agreement, in the event Lender pays Broker a yield spread premium, servicing release premium, or other fees or compensation for a loan which is paid-off within 120 calendar days from the date of funding, then Broker shall repay to Lender one percent (1%) of the original principal amount of the loan within thirty (30) calendar days after demand therefore.

### 6. **BROKER STATUS:** Nothing in this agreement shall be construed as making the Broker a joint venture, partner, agent, representative, or employee of Lender. Broker shall not make any representations to the contrary, nor shall Broker use Lender's name in any advertising. Broker is an independent contractor, and Broker shall determine the method, details, and means of performing all services described herein, subject to the representations, warranties, and limitations contained herein.

### 7. **BROKER WARRANTIES:** Broker hereby represents and warrants to Lender:

- a) **No Untrue Statements:** None of the statements or information contained in any loan package will contain any untrue or erroneous statement, and Broker shall not omit any facts material to any loan package.
- b) **Duly Licensed and Authorized:** Broker is duly licensed under the laws of its state of operation and possesses all necessary licenses, permits, and authority to engage in the activities contemplated by this Agreement. Lender may require Broker to provide copies of such licenses or permits upon renewal. If Broker originates any loans outside the state where it is physically located, Broker warrants that it has obtained the required state agency approvals, territorial authority, and/or license to originate such loans, and will provide such upon request. The original application for any loan submitted to Lender was taken by Broker or an authorized employee and not by any third party.
- c) **Regulatory Compliance:** Broker will comply with all applicable federal, state, and local laws and regulations with respect to its business activities and all loans, including all anti-predatory lending laws. Specifically, in connection therewith, Broker has given all applicable required local, state, federal, and/or agency disclosures to borrowers with respect to any loan.
- d) **No Other Fees:** Except as otherwise disclosed to and approved by Lender in writing, prior to the funding of any transaction by Lender, Broker shall not receive any direct or indirect payment or consideration from any third party with respect to the transaction, including, but not limited to, payments involving escrow, appraisal, or sale.
- e) **No Pending Suits:** Unless previously disclosed to Lender in writing, there is not pending or threatened any suit, action, arbitration, or legal, administrative or other proceeding or governmental investigation (including any allegation of fraud by another lender) against Broker or its current or former owners, agents,



## WHOLESALE LENDING

or employees that could have a material adverse effect on Broker's business, assets, financial condition, or reputation.

- f) **Borrower Processing:** No borrower has had in his or her possession, custody, or control any documentation provided directly by a third-party in order to verify a gift, credit, income, assets, employment, or deposit in connection with any loan application submitted to Lender.
- g) **Corporate Good Standing:** Broker is a duly organized and validly existing entity that is in good standing under the applicable laws and regulations of its state of organization, all jurisdictions in which it conducts business, and the United States of America. Broker has the requisite power, authority, and capacity, corporate or otherwise, to execute and deliver this agreement and perform its obligations hereunder. At any time, with reasonable notice, Lender may require Broker to provide copies of Broker's corporate or other organizational documents.
- h) **No Violations of Law:** Broker's execution and deliver of this Agreement, and performance hereunder, does not and will not violate any provision of any law, rule, or regulation (federal, state, or local); any order, writ, judgment, injunction, decree, determination, or award; or any other agreement or instrument to which the Broker is a party or by which it may be bound or affected. This warranty applies whether any of the above are presently effective or known by Broker to become effective.
- i) **Fair Lending Statement:** Broker acknowledges that it does not discriminate against applicants on the basis of age (as long as the borrower has the capacity to enter into a contract), color, race, religion, national origin, perceived or actual sexual orientation, gender identity, disability, familial status, marital status, or receipt of public assistance, because rights have been exercised under the Consumer Credit Protection Act, or any other prohibited basis. Broker has strictly complied with Lender's Fair Lending Procedures attached to this agreement as Exhibit A and incorporated by reference.
- j) **Compensation Arrangements:**
  - i) Broker's payments to its loan originators comply with all applicable laws, including, but not limited to, 12 C.F.R. § 226.36, as amended from time to time.
  - ii) Broker has not requested compensation from Lender that is based on the terms or conditions of any loan delivered or expected to be delivered by Broker, and the reasons stated by Broker for any requested change in compensation are true and correct.
  - iii) In any transaction in which Broker has received compensation from the consumer, neither Broker nor any of its loan originators has received, nor are any of them expected to receive, compensation from any other source.
  - iv) Broker has not delivered any loan to Lender based on the fact that Broker expects to receive greater compensation from Lender than in other transactions that Broker offered or could have offered to the consumer; and has subjected any loan delivered to Lender to any test that provides a legal "safe harbor" or similar protection against such a claim.

8. **ADDITIONAL BROKER COVENANTS AND WARRANTIES:** Broker represents and warrants that all loans submitted to Lender shall meet the following conditions, in addition to any other requirements set out in this Agreement:

- a) **Appraisers:**
  - i) Broker warrants that the appraiser's compensation was not affected by the approval or disapproval of the loan, or contingent upon returning a minimum appraised value.
  - ii) Lender reserves the right to refuse appraisals from any appraiser or appraisal firm whose work has been deemed unacceptable in Lender's sole discretionary judgment.
  - iii) Broker has strictly complied with the requirements of the Home Valuation Code of Conduct (HVCC) and/or HUD and FHA requirements for appraiser independence, as applicable.
- b) Broker shall execute all documentation required to close and fund loans to be purchased by Lender, including, if applicable, the assignment of the loans transferring and assigning to Lender all right, title, and



## WHOLESALE LENDING

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.

- c) The note and security instrument executed in connection with a loan shall not be modified without Lender's prior written permissions. All documents affecting said loan shall be genuine and each shall be legal, valid, and binding upon borrowers.
- d) Lender may fund a loan and may temporarily withhold the Broker's compensation until all funding conditions have been met.
- e) The loan shall not be subject to any right of rescission after funding, or any offset, counterclaim, or defense, including the defense of usury.
- f) Broker shall not directly or indirectly solicit borrowers for the purpose of refinancing a loan previously brokered to Lender for a period of 120 calendar days from the date of funding the loan. If the loan is paid-off due to a refinance originated by Broker within 120 calendar days of the previous funding date, Broker agrees to return to Lender the yield spread premium, and/or any other fees or compensation paid by Lender to Broker in connection with the previous loan within thirty (30) calendar days after demand therefore.
- g) Broker has not used and shall not use any affiliated vendors without disclosure of such relationship and the express written authorization by Lender.
- h) Broker shall, upon request by Lender, use best efforts to take all actions necessary, in a timely and accurate manner, to obtain corrections to any and all loan documents deemed appropriate or desirable in Lender's sole discretion and to otherwise assist Lender in remedying any matter not in compliance with applicable law, regulations, or the requirements of Lender, including assisting Lender in obtaining recorded documentation related to a loan and title policies from closing agents, or to enable Lender to sell, convey, obtain guaranty for, or market loans. Broker shall execute a power of attorney authorizing Lender to endorse, transfer, or assign any loan closing in Broker's name.
- i) Upon request of Lender, Broker will provide Lender within five (5) business days with documentation evidencing Broker's compliance with 12 C.F.R. § 226.36, as amended from time to time.

### 9. **REMEDIES:**

- a) Upon Broker's discovery of a breach of any of the foregoing representations, warranties, or covenants, Broker shall notify Lender thereof within 24 hours.
- b) Upon the occurrence of a Repurchase Event (defined below), Broker shall at the sole option and absolute discretion of Lender: (i) repurchase the subject loan for the Repurchase Price (defined below) within ten (10) calendar days of notification, or (ii) Broker shall, within ten (10) calendar days of notification, pay Lender the amount of Loss (defined below). Lender in its sole discretion, if it deems a Repurchase Event curable, may give Broker twenty (20) calendar days to cure after notification. Broker's obligation to repurchase any loan or pay Lender the amount of Loss is binding and enforceable against Broker without regard to any limitation set forth in any representation or warranty concerning the knowledge of Broker as to the facts stated therein. Broker shall reimburse Lender directly for any expenses incurred by Lender, including, without limitation, court costs and reasonable fees and expenses of its counsel incurred by Lender in enforcing Broker's obligation set forth in this section and/or incurred due to Broker's failure to timely comply with its obligation.
- c) The term "Repurchase Event" shall be defined to include, in connection with any loan: (i) the failure to satisfy or comply with any representation, warranty, covenant, term, or condition of this Agreement, which failure affects the legality, validity, enforceability, marketability, or sale of such loan or security for such loan; (ii) failure to deliver within thirty (30) days after notice all post-closing or trailing documents required by Lender; (iii) discovery of evidence of fraudulent or negligent misrepresentation, forgery, or unauthorized alteration of a document; and/or (iv) if directly or indirectly arising from or related to any act or omission on the part of Broker, Lender's receipt of (x) demand or notice of repurchase or incurable deficiency from any secondary market purchaser, investor, or insurer, including without limitation, FHA, VA, Fannie Mae, Freddie





## WHOLESALE LENDING

Mac, or any other government agency, government sponsored enterprise, or private investor; or (y) notice, demand, administrative or judicial process in connection with any claim (including counter-claims and offsets), investigation, regulatory or administrative action, judicial or arbitration proceeding involving the legality, validity, or enforceability of such loan or the security for such loan.

- d) The term "Repurchase Price" shall be defined as the sum total of: (i) the outstanding principal balance of the subject loan, with accrued unpaid interest thereon through the date the subject loan is repurchased by Broker; (ii) all advances made by Lender and all charges due from the Borrower; (iii) the total amount, including accrued interest and other expenses paid by the Lender to any senior lien holders, if any, to secure the priority lien position, (iv) all expenses, losses and damages paid or incurred by the Lender in connection with the subject loan or an investigation of said loan and/or the related collateral, including, but not limited to, property taxes, maintenance costs, interest expense, insurance, appraisals, advertising, sales commissions, reasonable attorney fees, expenses and cost, fines and penalties; and (v) any service release premium, yield spread premium, and/or other fees, consideration, or compensation Lender previously paid to Broker.
- e) The term "Loss" shall be defined as the negative result, if any, of the following calculations: (a) the sum total of (i) the outstanding principal balance of the subject loan, with accrued unpaid interest thereon through the date the subject loan is sold or date the collateral is liquidated; (ii) all advances by Lender and all charges due from the Borrower; (iii) the total amount paid by Lender to any senior lien holders, if any, to secure a first lien position; (iv) accrued interest on all loans purchased from senior lien holders from the date such loans were purchased through the date the loan is sold or the date the collateral is liquidated; and (v) all other expenses, losses and damages incurred by and/or paid by Lender in connection with the subject loan or an investigation of said loan or the sale or liquidation of the loan and/or related collateral, including, but not limited to, reasonable attorney fees, expenses and costs, property taxes, maintenance costs, insurance, appraisals, advertising, sales commissions, fines, and penalties; less the (b) net proceeds from the sale of the subject loan or the sale or liquidation of the security property or the collateral.
- f) It is agreed by the parties that Broker's repurchase obligation with respect to a loan shall not be released, waived, limited, or mitigated by the fact that the property securing the loan has been foreclosed upon and said property has been acquired by Lender or a third party, it being understood that Broker's repurchase obligation encompasses the repurchase of the property from Lender if Lender has acquired the property, or, if a third party has acquired the property, reimbursement to Lender.

10. **BROKER'S INDEMNIFICATION:** Broker shall indemnify and hold Lender and its shareholders, directors, officers, agents, employees, successors and assigns harmless from and against, and shall reimburse the same with respect to, any and all liability, claims, losses, or other damages, including reasonable attorneys' fees, due to the unmarketability of any loan or repurchase demand resulting from acts performed during the origination of any loan, including, but not limited to, the following:

- a) any breach of any representation or warranty contained in paragraph 7 or 8;
- b) Broker's failure to comply with any obligation under this agreement;
- c) any claim by a borrower resulting from Lender's rightful failure or refusal to fund a particular loan; and/or
- d) any negligence, intentional act, fraudulent act or omission of Broker or its agents or employees.

11. **LENDER'S RESERVATION OF RIGHTS:** Lender's rights and remedies set forth in this Agreement are cumulative and in addition to all rights and remedies Lender may have at law or in equity. Broker's obligation to fully indemnify Lender as described in Section 10 and elsewhere in this Agreement shall not be waived, released, limited, prejudiced, or impaired by Lender's exercise or failure to exercise, in whole or in part, any of the following specific rights or remedies, with or without notice to Broker:

- a) Lender's rights under Section 9 of this Agreement;
- b) liquidation, repayment, retirement, sale or resale of any loan;
- c) foreclosure of any loan; and/or
- d) sale or resale of the property that is the subject of any loan.



## WHOLESALE LENDING

12. **QUALITY CONTROL:** Broker shall conduct periodic quality control reviews of its brokering and origination operations and upon request of Lender, provide copies of its findings to Lender. Lender shall have the right, in its sole discretion, to review any and all of Broker's files (either at Lender's offices or Broker's offices) relating to loans and or servicing rights, for quality control purposes. Broker agrees to make such files available to Lender for inspection upon written notice from Lender. In addition, Broker shall permit Lender or Lender's primary state or federal regulator to conduct quality control reviews of Broker's brokering and origination operations. Broker agrees to assist Lender in conducting any such audit and/or review and to provide Lender with any information or documents in Broker's possession that Lender may reasonably request. Broker further acknowledges that any failure to cooperate in any such audit and/or review or any discrepancies found by Lender during such audits and/or review may result in termination of this Agreement. In addition, upon discovery of such discrepancy, Lender may notify the applicable state or federal agency of such discrepancy. Broker shall make Lender the loss payee of each mortgage guaranty insurance policy and hazard and flood insurance policy.
13. **AUTHORIZATION:** Broker hereby consents and gives Lender permission to obtain information about the Broker and any and all employees or contractors of the Broker, including, without limitation, professional history information, criminal record information, credit information, and other public record information. In connection with this authorization, Broker certifies that all required consents and approvals of all employees/contractors have been obtained to authorize Lender to conduct such background checks and obtain such credit reports on such individuals. In connection with quality control reviews on loans submitted by Broker to Lender for funding, Broker consents to the release of information to regulators and law enforcement agencies about any loan application that may be suspected to contain misrepresentations and/or irregularities. It is understood and agreed that Broker and its employees may be named as the originator or loan officers on such loans, whether or not Broker or its employees are implicated in any allegations of wrongdoing. Broker hereby releases and agrees to defend and hold Lender harmless from any and all liability for damages, losses, costs, and expenses that may arise from the reporting or use of any information submitted by Lender or used in any way by Lender.
14. **DOCUMENT RETENTION:** If Lender acts as FHA or VA sponsor for Broker, copies of all closing documents for loans funded by Lender shall be retained by Broker for the time period required by FHA or VA. Broker is responsible for maintaining a complete origination file containing all documents that were used in processing and underwriting the loan. In the event Broker is audited by FHA or VA, Lender will provide to the Broker upon reasonable notice and at Broker's expense, copies of any closing and/or insuring documents that are required to complete said audit. Lender is under no obligation to provide copies of the closing documents in any other instance.
15. **TERMINATION OF CONTRACT:** Upon twenty-four (24) hours prior notice, either party may terminate this Agreement. In the event of termination of this Agreement, all obligations that arose under this Agreement with respect to applications for loans that were submitted to and accepted by Lender prior to termination shall survive the termination, including, without limitation, all representations, warranties, covenants, and indemnification obligations. Notwithstanding anything to the contrary herein, however, upon termination of this Agreement, Lender may, in its sole discretion determine whether or not to close or fund any loan submitted by or through Broker if there is evidence of noncompliance with any of the representations and warranties set forth in this Agreement.
16. **GOVERNING LAW, JURISDICTION AND VENUE:** This agreement shall be deemed to have been entered into in Providence, Rhode Island and all questions regarding the validity, interpretation or performance of any of its terms or any of its rights or obligations of the parties shall be governed by Rhode Island law. Broker hereby irrevocably consents to the exclusive jurisdiction of the courts of the State of Rhode Island and/or the United States District Court for the District of Rhode Island arising out of or relating to this Agreement in any action or proceeding. Broker hereby submits to and waives any objection Broker may have to exclusive personal jurisdiction in the courts of the



## WHOLESALE LENDING

State of Rhode Island and/or the United States District Court for the District of Rhode Island and venue in Providence, Rhode Island or the United States District Court for the District of Rhode Island.

### 17. MISCELLANEOUS:

- a) **Right of Offset:** Amounts owed to Lender by Broker under any agreement between the parties may, at Lender's option and in its sole discretion, be offset by Lender against any payments then or thereafter due Broker by Lender. If Broker receives, in error, funds that belong to Lender, Broker agrees to forward said funds to Lender within five (5) business days of receipt. If Broker fails to forward such funds, Lender will charge a 1.5% interest fee per diem on the funds until paid in full.
- b) **Notices:** All notices or demands required under this agreement shall be in writing and shall be deemed to have been given, made and received:
  - i) Upon deliver, if personally delivered to a party;
  - ii) One business day after dispatch, if delivered by facsimile transmission;
  - iii) One business day after deposit, if delivered by a nationally recognized delivery service that guarantees overnight delivery; or
  - iv) Three business days after deliver in the United States first class mail, certified mail, postage prepaid, return receipt requested, at the addresses appearing below.By signing below, Broker agrees to receive correspondence from Lender at such fax numbers or e-mail addresses as may be supplied by the Broker. Broker must notify Lender to discontinue faxes or e-mail to any particular number(s) or address(es). Notification of a change of address, telephone number, fax number, or e-mail address shall be given or made in accordance with the notice provisions in this subsection 18.b).
- c) **Assignment:** Broker may not assign this agreement without Lender's prior express written consent.
- d) **Entire Agreement:** This agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and it supersedes all prior agreements, representations, and understandings.

**Periodically, however, Lender makes changes to its programs and policies, and lists all such changes on its Website and in its Broker Handbook. Any policy or program change listed on the Lender's Website and/or Handbook or communicated by bulletin, memorandum, or direct correspondence subsequent to the date of this Agreement becomes part of this Agreement. By submitting loans to Lender, Broker acknowledges and accepts all such policies and programs as part of this Agreement.**
- e) **Waivers:** Failure or delay to audit any loan or 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 provision(s) of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall a 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.
- f) **Partial Invalidity:** If any provision of this Agreement is held invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired in any way.
- g) **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.
- h) **Attorney 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 the Agreement, the prevailing party or parties shall be entitled to other relief to which it or they may be entitled.
- i) **Form of Payment:** Payment for any fees required to be paid by Broker to Lender under the terms of this Agreement shall be by Cashier's check or other certified funds.
- j) **Privacy:** Broker shall strictly comply with Lender's privacy policy attached to this Agreement as Exhibit B and incorporate by reference.



## WHOLESALE LENDING

- k) **Electronic Signatures:** Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This Agreement, any other document necessary for the consummation of the transaction contemplated by this Agreement may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Any document accepted, executed, or agreed to in conformity with such laws will be binding on each party as if it were physically executed.



# WHOLESALE LENDING AGREEMENT



## WHOLESALE LENDING

Entered into at Providence, Rhode Island, effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Broker (Company name):** \_\_\_\_\_

**Type of Entity (LLC, Corp, etc.)** \_\_\_\_\_

**State of Incorporation, Formation or Charter:** \_\_\_\_\_

**Notice Address:** \_\_\_\_\_  
Street & Suite  
\_\_\_\_\_  
City, State, ZIP

**Signature of Authorized Officer/Signer:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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

**Lender:** Citizens Bank, N.A.

**Incorporation:** United States of America

**Notice Address:** One Citizens Plaza  
Providence, RI 02903

**Authorized Signer:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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



## WHOLESALE LENDING

### EXHIBIT A

#### **Fair & Responsible Lending Statement**

Franklin American Mortgage Company, a division of Citizens Bank, N.A. (FAMC) understands the significance of Fair and Responsible Lending for our customers and the communities we serve. We are committed to upholding the standards of Fair and Responsible Lending in all aspects of our business practice. A commitment to service our customers ethically and fairly is the cornerstone of our culture, which emphasizes product choice, fair pricing and credit terms and clear disclosure.

FAMC serves all applicants without regard to age (as long as the borrower has the capacity to enter into a contract), color, race, religion, national origin, perceived or actual sexual orientation, gender identity, disability, familial status, marital status, receipt of public assistance income, use of right under the Consumer Credit Protection Act or other prohibited basis consistent with state and local laws, as well as safe and sound lending practices. All customers are to be treated fairly and equitably, whether through Retail, Wholesale or Correspondent divisions, and through the life of their credit transactions with FAMC.

FAMC requires adherence to applicable federal, state, and local Fair and Responsible Lending laws, statues, regulations, commentary and principles, including the Equal Credit Opportunity Act (ECOA), the Fair Housing Act (FHA), the Home Mortgage Disclosure Act (HMDA), the Community Reinvestment Act (CRA), and Section 1031 of the Dodd Frank Act relating to Unfair, Deceptive, or Abusive Acts or Practices (UDAAP).



## WHOLESALE LENDING

### EXHIBIT B

#### Privacy Requirements for Outside Service Providers

**Confidentiality** - Mortgage Broker agrees that any proprietary, financial or other nonpublic information that it obtains directly or indirectly as the result of doing business with Franklin American Mortgage Company, a division of Citizens Bank, N.A. (FAMC) in connection with the origination of Loans as contemplated by this Agreement regarding actual or potential Borrowers (collectively, the “Information”) shall be “confidential” as of the date that the Mortgage Broker obtains such Information regardless of whether the Information is received prior to, contemporaneously with, or subsequent to the execution of the Agreement.

**Information** - Such information will include, but not be limited to, “nonpublic personal information” as defined in Subtitle A of Title V of the Gramm-Leach-Bliley Act (GLBA) (GLB).

**Limited Usage** - The Mortgage Broker agrees that it will use the information solely for the purpose for which the information is disclosed to it by FAMC or by any other party or as otherwise permitted under GLBA or the implementing Privacy Regulations in the ordinary course of business to carry out the purposes for which the information was disclosed to the Mortgage Broker. The Mortgage Broker agrees to maintain the confidentiality of the information. The purpose of this provision is to limit the right of the Mortgage Broker to disclose such information for purposes other than allowed and prevents the Mortgage Broker from sharing an actual or potential FAMC customer’s “nonpublic personal information” with others.

**Account Numbers** - To the extent that Mortgage Broker is provided with any account numbers or similar code of a potential or actual customer of FAMC; the Mortgage Broker agrees that it will only use that information on behalf of FAMC as provided in the terms of the Agreement; and Mortgage Broker will not share that account number with any other party.

**Non-Consumers** - In addition, the Mortgage Broker is prohibited from sharing information on any actual or potential customer of FAMC, even if the customer relationship with FAMC is for business or commercial purposes, without the express written authorization of FAMC.

The promises in this Rider shall survive the termination of the Agreement.

**Equal Housing Lender.** Franklin American Mortgage Company, a division of Citizens Bank, N.A. (FAMC), a national banking association, whose address is One Citizens Plaza, Providence, RI 02903. Company NMLS #433960. For mortgage banking professionals only; not authorized for distribution to consumers or third-parties. All info herein is current as of the last revision date and subject to change without notice.





# BROKER COMPENSATION



## WHOLESALE LENDING

### Lender Paid Compensation Selection and Change Form

Broker Name: \_\_\_\_\_ FAMC Broker ID Number: \_\_\_\_\_

**Please indicate if this is a new compensation selection or a request to change existing selections.**

- New                       Change Request

### Compensation Selection Requests

The Franklin American Mortgage Company, a division of Citizens Bank, N.A. (FAMC) Lender Paid compensation should be provided for each state in which you do business using the ranges in the table below. Complete details regarding this policy are published via Broker Memorandums and can be found at [www.franklinamerican.com](http://www.franklinamerican.com). Any questions or general inquiries about this policy should be directed to your Account Executive.

Please note the following when making your selection(s):

- All broker offices/branches must have the same compensation selection within each state.
- Selections may be made in 0.125 increments within the range for each state.
- Once established, your compensation selection(s) will apply to all Lender-Paid transactions with either an application date or Loan Estimate date that is on/after the effective date of the change.
- Your selection also sets your maximum Borrower-Paid compensation for that state. There is not a required minimum Borrower-Paid compensation amount.
- Any request for a compensation election or a change to compensation must be approved by FAMC and will not go into effect until on/after the effective date of such approval.
- Broker agrees that it will not delay in taking an application from a consumer or otherwise alter the application process in order to obtain higher compensation with respect to an application.

### Compensation Selection Change Requests

In addition to the above requirements, change requests are subject to the following requirements.

- Change requests to increase or decrease current compensation are permitted, provided the selected amount is still within the applicable state range; change requests cannot be made on a loan-level basis.
- Compensation levels are determined by the earlier of the loan application date or Loan Estimate date.
- The broker must document the reasons for a compensation change and cannot base a compensation change on a term, condition, or proxy of a term or condition of the loan.
- The current compensation election must continue to be used for all disclosures until FAMC provides approval and an effective date for the new compensation election.
- FAMC will permit a one-time change request to the compensation selection for each state. FAMC will review any subsequent requests on a case-by-case basis to ensure compliance with all applicable regulations.

Please provide an explanation for the selection change:

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## WHOLESALE LENDING

State	Range	Broker Selection
Alabama	1.375 - 2.875	
Alaska	1.375 - 2.875	
Arizona	1.250 - 2.750	
Arkansas	1.375 - 2.875	
California	1.250 - 2.750	
Colorado	1.250 - 2.750	
Connecticut	1.250 - 2.750	
Delaware	1.000 - 2.500	
Dist. of Columbia	1.250 - 2.750	
Florida	1.250 - 2.750	
Georgia	1.250 - 2.750	
Idaho	1.250 - 2.750	
Illinois	1.250 - 2.750	
Indiana	1.250 - 2.750	
Iowa	1.250 - 2.750	
Kansas	1.250 - 2.750	
Kentucky	1.250 - 2.750	
Louisiana	1.250 - 2.750	
Maine	1.250 - 2.750	
Maryland	1.250 - 2.750	
Massachusetts	1.250 - 2.750	
Michigan	1.375 - 2.875	
Minnesota	1.375 - 2.875	
Mississippi	1.375 - 2.875	
Missouri	1.250 - 2.750	

State	Range	Broker Selection
Montana	1.000 - 2.500	
Nebraska	1.000 - 2.500	
Nevada	1.375 - 2.875	
New Hampshire	1.250 - 2.750	
New Jersey	1.250 - 2.750	
New Mexico	1.250 - 2.750	
North Carolina	1.250 - 2.750	
North Dakota	1.250 - 2.750	
Ohio	1.375 - 2.875	
Oklahoma	1.375 - 2.875	
Oregon	1.375 - 2.875	
Pennsylvania	1.250 - 2.750	
Rhode Island	1.250 - 2.750	
South Carolina	1.250 - 2.750	
South Dakota	1.000 - 2.500	
Tennessee	1.375 - 2.875	
Texas	1.375 - 2.875	
Utah	1.250 - 2.750	
Vermont	1.250 - 2.750	
Virginia	1.000 - 2.500	
Washington	1.250 - 2.750	
West Virginia	1.375 - 2.875	
Wisconsin	1.250 - 2.750	
Wyoming	1.250 - 2.750	
Hawaii & New York	N/A	

### Maximum Compensation Selections

FAMC offers customers the ability to establish a maximum dollar amount that they may receive on all transactions.

- The maximum dollar amount will be observed even if that means a lower compensation *percentage* will result.
- The maximum dollar amount will apply to loans with either Lender-Paid or Borrower-Paid compensation methods; and all loan types and programs in all property states, including Jumbo loans.
- The maximum dollar amount will apply to all branches or offices in all states.
- You may choose any dollar amount you wish; however, it is your responsibility to consider high-cost loan calculations when setting this amount.
- The maximum dollar amount will NOT apply to EMB loans as they are secondary market transactions and not subject to the FAMC LO Compensation policy.
- The maximum compensation request must be approved by FAMC and will not go into effect until on/after the effective date of such approval. FAMC will review any subsequent requests on a case-by-case basis to ensure compliance with all applicable regulations.
- The selected maximum compensation amount will be applied to loans where the earlier of the application/LE date is on/after the FAMC-provided effective date. Loans with an LE or Application date prior to the effective date of the change will not be affected.

*This section is **not** required to be completed; however, completion of this section requests that FAMC enforce a maximum dollar amount threshold as defined by FAMC.*

**My Maximum Dollar Amount for Compensation is: \$ \_\_\_\_\_ .00**



# BROKER COMPENSATION



## WHOLESALE LENDING

FAMC has the right to deny any invalid, incomplete, or illegible compensation requests. Execution of this form shall serve to fully incorporate the terms herein as part of the Wholesale Broker Agreement.

### Broker Acknowledgement

The person signing below acknowledges that: (a) he or she is authorized to sign this Broker Compensation Selection Form on Broker's behalf; (b) this Broker Compensation Selection Form becomes part of the Wholesale Lending Agreement upon execution by Broker; and (c) Broker is not requesting compensation based on the terms or conditions of any loans delivered or expected to be delivered by Broker to FAMC.

### Broker Owner / Authorized Signer

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

Name & Title: \_\_\_\_\_

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

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

Please submit all fully executed forms to the LO Compensation mailbox at [locomp@franklinamerican.com](mailto:locomp@franklinamerican.com). Requests will be reviewed by FAMC within 24 hours of receipt.

<b>FAMC USE ONLY</b>
Entered By: _____
Effective Date: _____

**Equal Housing Lender.** Franklin American Mortgage Company, a division of Citizens Bank, N.A. (FAMC), a national banking association, whose address is One Citizens Plaza, Providence, RI 02903. Company NMLS #433960. For mortgage banking professionals only; not authorized for distribution to consumers or third-parties. All info herein is current as of the last revision date and subject to change without notice.



# VA SPONSORSHIP REQUEST FORM



## WHOLESALE LENDING

**Please note that this form is to be used only by customers requesting VA approval.**

To submit VA files to Franklin American Mortgage Company (FAMC), TPOs must obtain VA sponsorship. To request VA sponsorship, the TPO must send a printed copy of this form (with all requested information filled out), along with a check payable to "Citizens Bank, N.A." in the amount of \$100 to the address below.

*Citizens Bank, N.A.*  
**Attn: TPO Administration Department**  
6100 Tower Circle, Suite 600  
Franklin, TN 37067

Please include your assigned eight-digit Broker ID (ex. 12345-000) - or write "New Sponsorship" if never sponsored by FAMC - on the memo line of the check for reference.

### TPO Information

Company Name: \_\_\_\_\_ Broker/EMB ID (ex. xxxxx-000): \_\_\_\_\_

VA Lender ID (if available): \_\_\_\_\_ AE Name: \_\_\_\_\_

Check#: \_\_\_\_\_ Check Date: \_\_\_\_\_ Requested by: \_\_\_\_\_

Once this form is received by FAMC's TPO Administration department, the primary contact and Account Executive (AE) will be notified via email when the account becomes eligible to submit VA loans.

### Important Reminders

- FAMC sends all VA checks collected over a period to the VA in one batch.
- Please allow up to 8 weeks to gain full access to WebLGY, the VA's loan management portal, and have "Citizens Bank, NA" appear in the drop-down.
  - If the Broker does not have an existing VA lender ID the VA will send an email to the Broker with the login credentials and VA lender ID after the 8-week period.
- Until the VA recognizes the Broker's relationship with Citizens Bank, N.A. (Citizens), all VA loans will close under Citizens' VA lender ID.
- The [VA Case Number Request Form](#) must be submitted for all VA loans during the initial 8-week period.
  - The form will no longer be necessary once the VA recognizes the Broker's relationship with Citizens.

#### FAMC USE ONLY

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

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

**Equal Housing Lender.** Franklin American Mortgage Company, a division of Citizens Bank, N.A. (FAMC), a national banking association, whose address is One Citizens Plaza, Providence, RI 02903. Company NMLS #433960. For mortgage banking professionals only; not authorized for distribution to consumers or third-parties. All info herein is current as of the last revision date and subject to change without notice.

**RESOLUTION OF THE BOARD OF DIRECTORS**

**OF**

\_\_\_\_\_ (Company/DBA)

**RESOLVED**, \_\_\_\_\_ (the “Company”), hereby approves, ratifies, confirms and adopts the terms and conditions of the Agreement(s) (the “Agreement”), by and between Citizens Bank, N.A., and the Company in substantially the form presented to this Board for review at this meeting.

**FURTHER RESOLVED**, that any of the following persons:

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

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

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

(each, an “Authorized Officer”) be, and they hereby are, authorized to execute and deliver, on behalf of the Company, the Agreement and any further amendments as deemed necessary or appropriate by any such Authorized Officer, to the Agreement.

**FURTHER RESOLVED**, that the Company authorizes, ratifies, and confirms the delivery of Mortgage loans in accordance with the provisions of the Agreement or any amendment thereto and, the performance of the obligations, covenants, and agreements of the Company as set forth in or contemplated by the Agreement(s) or any amendment thereto.

**FURTHER RESOLVED**, that any Authorized Officer be, and each of them hereby is, authorized, jointly and severally, to take any and all action and execute and deliver any and all documents in the name and on behalf of the Company as may be deemed necessary or appropriate by any such Authorized Officer to carry out the purposes and intent of the foregoing resolutions and to perform the obligations of the Company under the Agreement(s).

**FURTHER RESOLVED**, that any Authorized Officer be, and each of them hereby is, if applicable, authorized, jointly and severally, to execute a Special Limited Irrevocable Power of Attorney to appoint Citizens Bank, N.A. as “agent” to execute, endorse, assign, and deliver to third parties (1) Promissory Notes made payable to the Company, evidencing loans secured by real property which Promissory Notes are now or may hereafter be in the possession of “agent”, as contemplated by that certain Agreement(s), that is currently in effect between the Company and “agent”, (2) any beneficial or Mortgagee’s interest or assignment thereof, and any and all other right and interest, under all Mortgages, Deeds of Trust, Security Agreements, and other instruments evidencing, making, or granting security for the Promissory Notes; and (3) all other documents evidencing, memorializing, or otherwise relating to payee’s, obligee’s, or mortgagee’s interest in loans evidenced by the Promissory Notes.

**FURTHER RESOLVED**, that all actions heretofore taken by the officers of the Company, in its name and on its behalf, in connection with any of the foregoing matters are hereby in all respects ratified, confirmed, and approved by the Board of Directors of the Company.

**FURTHER RESOLVED**, that the Company is authorized to enter into similar documentation with Citizens Bank, N.A. for subsequent mortgage purchase programs of a similar nature as the Authorized Officers, or any of them, may deem, in their discretion, to be consistent with the terms and powers conferred under the foregoing resolutions.

**CERTIFICATE**

I, \_\_\_\_\_, Secretary of the Company, certify that the above and foregoing is a true and correct copy of the resolutions passed at a meeting of the Board of Directors of the company duly called and held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and the same now appears in the minute book of said Company and the minutes reflect that quorum was present. I further certify that as of the date hereof the foregoing resolutions are in full force and effect and have not been modified or rescinded.

\_\_\_\_\_  
Secretary

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(SEAL)

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

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**2** Business name/disregarded entity name, if different from above

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**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC
  C Corporation
  S Corporation
  Partnership
  Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_  
**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  
 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) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

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**6** City, state, and ZIP code

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**7** List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
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<b>or</b>								
Employer identification number								
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### Part II Certification

Under penalties of perjury, I certify that:

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

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

<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.

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

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

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

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3

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

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

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

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



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

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

<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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

### Line 5

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

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](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. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

**3. Real estate transactions.**

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

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

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

**What Name and Number To Give the Requester**

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

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

<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*, earlier.

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

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

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

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

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

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](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 (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

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

## Privacy Act Notice

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



# SPECIAL LIMITED IRREVOCABLE POWER OF ATTORNEY



## WHOLESALE EMB LENDING

KNOW ALL PERSONS BY THIS DOCUMENT:

That \_\_\_\_\_ (the "Principal"), a corporation with its principal offices at \_\_\_\_\_, \_\_\_\_\_ County, State of \_\_\_\_\_, does with this document nominate, appoint, and constitute Citizens Bank, N.A. of One Citizens Plaza, Providence, Rhode Island 02903 (the "Agent") its true and lawful attorney, and in its name, place, and stead:

To execute, endorse, assign, and deliver to third parties (1) promissory notes (the "Promissory Notes") made payable to the order of principal, evidencing loans secured by real property, which Promissory Notes are now or may hereafter be in the possession of Agent, as contemplated by that certain Agreement(s) dated \_\_\_\_\_, that is currently in effect between Principal and Agent; (2) any beneficial or mortgagee's interest, or assignment thereof, and any and all other rights and interests, under all mortgages, deeds or trusts, security agreements, and other instruments evidencing, memorializing, or otherwise relating to payee's, obligee's, or mortgagee's interest in loans evidenced by the Promissory Notes ("Documents").

Principal gives and grants to Agent full power and authority to do and perform every act necessary and proper to be done in the exercise of any of the foregoing powers as fully as Principal might or could do itself.

Principal and Agent hereby acknowledge and agree that Agent has an interest in the subject matter of the powers granted herein, in that the loans evidenced by the Promissory Notes (and the related Mortgage Rights and Documents) were, as contemplated by the Agreement(s), originated and closed in the name of Principal, with Principal being denominated the original payee in the Promissory Notes and the original beneficiary or mortgagee in the deeds of trust or mortgages securing payment of the Promissory Notes, and immediately upon and concurrently with the closing of the loans, Principal and Agent do hereby agree that Agent is hereby vested irrevocably with the powers granted herein and that, with respect to such loans, Principal does hereby forever renounce all right to (1) Revoke this Special Limited Irrevocable Power of Attorney or any of the powers conferred upon Agent hereby or to appoint any other person to execute the said powers and (2) do any of the acts that Agent is authorized to perform by this Special Limited Irrevocable Power of Attorney.

If, prior to the exercise of the powers hereby conferred upon agent, Principal shall have become bankrupt, dissolved, liquidated, disabled, incapacitated, or have died, and Agent shall thereafter exercise such power, Principal hereby declares any such acts performed by Agent pursuant to this Special Limited Irrevocable Power of Attorney binding and effective in the same manner that they would have been had such bankruptcy, dissolution, liquidation, disability, incapacity, or death of Principal not have occurred.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

"PRINCIPAL"

Entity: \_\_\_\_\_

By (Sign): \_\_\_\_\_

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

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

"AGENT"

CITIZENS BANK, N.A.

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

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

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



# SPECIAL LIMITED IRREVOCABLE POWER OF ATTORNEY



## WHOLESALE EMB LENDING

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, on this day appeared \_\_\_\_\_, \_\_\_\_\_ (title) of \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of the corporation for the purposes and consideration therein given.

SWORN before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

BEFORE ME, the undersigned, on this day appeared \_\_\_\_\_, \_\_\_\_\_ of Citizens Bank, N.A., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of the corporation for the purposes and consideration therein given.

SWORN before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

**Equal Housing Lender.** Franklin American Mortgage Company, a division of Citizens Bank, N.A. (FAMC), a national banking association, whose address is One Citizens Plaza, Providence, RI 02903. Company NMLS #433960. For mortgage banking professionals only; not authorized for distribution to consumers or third-parties. All info herein is current as of the last revision date and subject to change without notice.



## WHOLESALE EMB LENDING

WHEREAS, Franklin American Mortgage Company, a division of Citizens Bank, N.A. ("FAMC") and \_\_\_\_\_ ("EMB") are parties to an Emerging Mortgage Banker Loan Purchase Agreement ("Agreement") in order to enable EMB with the capacity to fund a Mortgage Loan using a warehouse line of credit, to maintain control of closing and funding without the associated cost of staffing and other overhead;

WHEREAS, FAMC and EMB have also agreed on an arrangement to enable EMB to establish its own appraisal management process and procedures for loans sold to FAMC as provided by the EMB Agreement, subject to the following terms, conditions, and requirements;

NOW THEREFORE, EMB hereby warrants that EMB's appraisal management process and procedures, and that the appraisals obtained and loans delivered pursuant thereto, are in all respects compliant with all appraiser independence regulations and guidelines, including those promulgated under Regulation Z [12 CFR §226.42], Uniform Standards of Professional Appraisal Practice (USPAP), and those established by VA, FHA, Fannie Mae, Freddie Mac, FAMC, and other private investors, as applicable and as amended from time to time. In particular, without limitation of the foregoing, EMB agrees, represents, and warrants that:

1. **Certification and Licensing:** Any appraiser of a Mortgaged Property<sup>1</sup> will be certified by the state in which the Mortgaged Property is located, and such licensing or certification complies with Applicable Requirements. No appraiser of a Mortgaged Property will be included on any Agency's exclusionary list.
2. **No Coercion or Improper Influence:** No employee, director, officer, or agent of EMB or any other third party acting as joint venture partner, independent contractor, appraisal company, appraisal management company, or partner on behalf of EMB, shall influence or attempt to influence the development, reporting, result, or review of an appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery, or in any other manner including but not limited to:
  - (a) withholding or threatening to withhold timely payment or partial payment for an appraisal report;
  - (b) withholding or threatening to withhold future business for an appraiser, or demoting or terminating or threatening to demote or terminate an appraiser;
  - (c) expressly or impliedly promising future business, promotions, or increased compensation for an appraiser;
  - (d) conditioning the ordering of an appraisal report or the payment of an appraisal fee or salary or bonus on (i) the opinion, conclusion, or valuation to be reached, (ii) preliminary value estimate requested from an appraiser, or (iii) the closing of a loan for which an appraisal has been ordered;
  - (e) requesting that an appraiser provide an estimated, predetermined, or desired valuation in an appraisal report prior to the completion of the appraisal report, or requesting that an appraiser provide estimated values or comparable sales at any time prior to the appraiser's completion of an appraisal report;
  - (f) providing to an appraiser an anticipated, estimated, encouraged, or desired value for a subject property or a proposed or target amount to be loaned to the borrower, except that a copy of the sales contract for purchase transactions may be provided;

<sup>1</sup> Unless otherwise defined herein, capitalized term shall have the same meaning ascribed to them in the EMB Agreement.



## WHOLESALE EMB LENDING

- (g) providing to an appraiser, appraisal company, appraisal management company, or any entity or person related to the appraiser, appraisal company, or appraisal management company, stock or other financial or non-financial benefits;
- (h) allowing the removal of an appraiser from a list of qualified appraisers, or the addition of an appraiser to an exclusionary list of disapproved appraisers, used by any entity, without prompt written notice to such appraiser, which notice shall include written evidence of the appraiser's illegal conduct, a violation of USPAP or state licensing or certification standards, substandard performance, improper or unprofessional behavior, or other substantive reason for removal (except that this prohibition will not preclude the management of appraiser lists for bona fide administrative reasons based on written, management-approved policies); and/or
- (i) ordering, obtaining, using, or paying for a second or subsequent appraisal or automated valuation model (AVM) in connection with a Mortgage Loan unless: (i) there is a reasonable basis to believe that the initial appraisal was flawed or tainted and such basis is clearly and appropriately noted in the loan file, or (ii) unless such appraisal or automated valuation model is done pursuant to written, pre-established bona fide pre- or post-funding appraisal review or quality control process or underwriting guidelines, and so long as EMB adheres to a policy of selecting the most reliable appraisal, rather than the appraisal that states the highest value.

**3. Independence from Production:** Any employee of EMB tasked with selecting appraisers for an approved panel or substantive appraisal review must be appropriately trained and qualified in the area of real estate appraisals, and wholly independent of the loan production staff and process. All members of EMB's loan production staff, as well as any person who is compensated on a commission basis upon the successful completion of a loan or who ultimately reports to any officer of EMB not independent of the loan production staff and process, will be forbidden from:

- (a) selecting, retaining, recommending, or influencing the selection of any appraiser for a particular appraisal assignment or for inclusion on a list or panel of appraisers approved to perform appraisals for EMB; **OR**
- (b) having any substantive direct communications with an appraiser relating to or having an impact on valuation of a Mortgaged Property, including ordering or managing an appraisal assignment.

**4. Delivery of Appraisal to Borrower:** At the time of application, EMB shall notify the Borrower in writing of the right to receive a copy of any appraisal report(s) on the Mortgaged Property. No less than three (3) days prior to closing, EMB shall either (a) obtain from Borrower a written waiver of the right to delivery of a copy of the appraisal report(s) at such time, or (b) provide a copy of any and all appraisal reports concerning the subject Mortgaged Property at no additional cost to the borrower. Notwithstanding a waiver signed by Borrower, EMB shall deliver a copy of the appraisal reports by no later than the closing date.

**5. Policies and Procedures:** Any appraisal company or any appraisal management company providing the appraisal to EMB must have written policies and procedures ensuring appraiser independence, including, but not limited to, adequate training, and disciplinary rules on appraiser independence, and mechanisms in place to report and discipline anyone who violates these policies and procedures.

**6. Audit:** Unless subject to an annual federal or state regulatory examination, EMB's appraisal management procedures and compliance with this Addendum shall be annually audited by an external auditor. Unless prohibited by law, EMB shall report to FAMC the findings or results of any examination or audit applicable to matters of appraiser independence, whether or not the examination was conducted for such purpose and shall do so within three (3)





# APPRAISAL MANAGEMENT ADDENDUM



## WHOLESALE EMB LENDING

business days after receiving the report of the auditor or examiner. FAMC also reserves the right to periodically audit EMB's appraisal management process and to obtain copies of EMB's written policies and procedures.

- 7. **Reporting and Enforcement:** EMB shall establish a telephone hot-line and e-mail address in order to receive any complaints of noncompliance, including complaints from appraisers, individuals, or other entities concerning the improper influencing or attempted improper influencing of appraisers or the appraisal process. EMB shall not retaliate, in any manner or method whatsoever against the person or entity reporting a complaint. If EMB has a reasonable basis to believe an appraiser or appraisal management company is violating applicable laws, or is otherwise engaging in unethical conduct, EMB shall promptly report the matter to FAMC and the applicable state appraiser certifying and licensing agency or other relevant regulatory bodies.
- 8. **Default:** Failure to comply with any covenants, representations, or warranties hereunder shall be considered an Event of Default under the Agreement, whereupon FAMC may exercise its rights and remedies thereunder.
- 9. **Incorporation by Reference:** This Appraisal Management Addendum is incorporated by reference into the Agreement. To the extent of any conflict with either the Agreement, this Appraisal Management Addendum shall control.
- 10. **Right of Final Approval:** Nothing herein shall be construed to bind FAMC to acceptance or approval of any appraisal tendered by or through EMB in connection with a particular loan.
- 11. **Termination:** Upon notice to EMB, FAMC may terminate, revoke, or modify, with or without cause, the delegation hereunder of management authority over the appraisal process and procedures for any particular Mortgage Loan or in general.

Agreed this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, as evidenced by the signatures of the parties below.

**"EMB"**

By (Sign): \_\_\_\_\_

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

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

**"CITIZENS BANK, N.A."**

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

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

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

<b>FAMC USE ONLY</b>
Entered By: _____
Effective Date: _____

**Equal Housing Lender.** Franklin American Mortgage Company, a division of Citizens Bank, N.A. (FAMC), a national banking association, whose address is One Citizens Plaza, Providence, RI 02903. Company NMLS #433960. For mortgage banking professionals only; not authorized for distribution to consumers or third-parties. All info herein is current as of the last revision date and subject to change without notice.