



CONSUMER PURPOSE BROKER APPROVAL

Please complete the following items in order to process your application in a timely manner:

- Company Profile
- Broker Agreement and Form W-9
- Loan Fraud Zero Tolerance Disclosure
- Loan Originator Compensation and Anti-Steering Attestation Agreement
- Company Contact List inclusive of the following who will have contact with Acra Lending:
 - Executives/Principals
 - Loan Officers
 - Processors

**Please contact us with any questions.
We look forward to a successful partnership.**

Acra Lending Account Executive: _____

25531 Commercentre Drive, Suite 160, Lake Forest CA 92630
(888) 800-7661 | acralending.com



Consumer Purpose Broker - Company Profile:

Company Name:			
Address:			
City:	State: (Select State)	Zip:	Main Phone:
Mailing Address (If Different):			
City:	State: (Select State)	Zip:	
Website:			
Primary Contact Person and Title:			
Phone:		Email:	

Company Type (Check All that Apply):

- Mortgage Banker Federally Chartered Bank
 Mortgage Broker State Chartered Bank

Legal Description:

- Sole Proprietorship S-Corporation
 C-Corporation Limited Liability Corp. (LLC)
 General Partnership Limited Partnership

Company NMLS: _____ Federal Tax ID No: _____
Organization Date: _____ Organization State: _____

Owner(s)	Percentage of Ownership	Trading Symbol (If Applicable)



DBA Information:

If applicable, list all DBA names.

Officers

CEO:	Phone:	Email:
President:	Phone:	Email:
COO:	Phone:	Email:
CFO:	Phone:	Email:
Loan Production:	Phone:	Email:
Operations:	Phone:	Email:
Secondary Marketing:	Phone:	Email:
Quality Control:	Phone:	Email:
Vendor Relations:	Phone:	Email:

General Certifications:

The undersigned declares that, to the best of his or her knowledge, the statements set forth herein are true. Citadel Servicing Corporation dba Acra Lending (and its subsidiaries and/or affiliates) is hereby authorized to obtain verification of any of the information provided herein.

Officer: _____
Signature: _____
Date: _____
Title: _____



CONSUMER PURPOSE BROKER AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of this [] day of [], 20[], by and between Citadel Servicing Corporation, a California corporation, dba Acra Lending having its principal office at 25531 Commercentre Drive, Suite 160, Lake Forest, California 92630 and its affiliates and subsidiaries ("Acra Lending") and [_____] a [_____] having its principal office at [_____] ("Broker").

Preliminary Statements

WHEREAS, Acra Lending is a mortgage lender that originates and funds residential mortgage loans for portfolio and / or sale to investors in the secondary market;

WHEREAS, Broker assists perspective individual consumer borrowers in locating residential mortgage lenders to finance the purchase and / or refinance of residential property;

WHEREAS, Broker assists prospective individual consumer borrowers in completing and processing loan applications, and evaluates such applications for consideration and review by various residential mortgage lenders;

WHEREAS, Acra Lending and Broker desire to enter into a nonexclusive relationship under which Broker may submit such loan applications and supporting documentation to Acra Lending from time to time for its consideration; and

WHEREAS, Acra Lending desires to consider making loans secured by mortgages to such prospective borrowers in accordance with established terms and conditions.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt, sufficiency, and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Application and Amendment of the Broker Guide

Acra Lending has made available to Broker and Broker has accessed and reviewed the Acra Lending's most current, applicable Seller's Guide (the "Guide") and the Wholesale Residential Rate Sheet & Matrix ("Rate Sheet") relating to the Loan Programs, as they are amended from time to time, which are incorporated by reference in their entirety into this Agreement. Broker has had the opportunity to ask questions of Acra Lending concerning the Guide. Broker understands and agrees that Acra Lending can amend, alter, modify, supplement, replace, or restate the Guide or Rate Sheet (an "Amendment") at any time, in its sole discretion without the consent of or notice to Broker, and that Acra Lending's interpretation of the Guide and Rate Sheet, as applicable, shall be final and binding on Broker in all respects. Any amendment to the Guide or Rate Sheet shall become effective immediately upon posting to <https://acralending.com> or as specifically provided therein. In the event of any inconsistencies between the provisions of this Agreement and the Guide, this Agreement shall control.



Section 2. Definitions

Unless otherwise defined herein, the capitalized terms used herein shall have the meanings set forth in the Guide or Rate Sheet, as applicable.

Section 3. Eligible Loans; Pricing

- a) Acra Lending's Loan Programs and Product: Acra Lending will accept only those Loan Applications which conform to the loan programs and products as set forth in the Guide, as amended from time-to-time ("Loan Programs and Products") then offered by Acra Lending at <https://acralending.com> ("Eligible Loans"). Broker acknowledges that Acra Lending reserves the right to alter, add, or delete Loan Programs and Products from time to time by amending the Guide, and Broker accepts responsibility for knowing which Loan Programs and Products are offered by Acra Lending at all times. Broker shall be responsible for assuring that each application for an Eligible Loan ("Eligible Loan Application") submitted to Acra Lending complies with all of the terms and conditions of the Guide, Loan Programs and Products, and the terms and conditions hereof at the time Broker registers the Eligible Loan Application with Acra Lending.
- b) Eligible Loan Pricing: Acra Lending shall make available to Broker, on a periodic basis, Rate Sheet reflecting the most current rate and pricing information applicable to its Loan Programs and Products via the Acra Lending website (www.acralending.com). Such Rate Sheet is subject to change in accordance with Section 1 above. Broker shall comply with the guidelines set forth in the Guide and/or Rate Sheet, as applicable concerning interest rates and lock-ins which apply to the particular Loan Programs and Products then offered by Acra Lending.

Section 4. Broker Requirements

- a) Taking of Loan Applications: Broker shall take Loan Applications in its own name (*i.e.*, not in the name of Acra Lending or any affiliate of Acra Lending), through its employees or its qualified agents. All Loan Applications must have been originated and processed by Broker. Broker shall not submit third party originations under this Agreement. Broker shall review the applicable Guide and Rate Sheet before submitting any Loan Application.
- b) Submitting Loan Applications: Broker shall submit each Loan Application signed by the prospective borrower(s) and such credit, financial and other information as set forth in the Guide and / or as may be required by law through the Broker portal within two (2) Business Days of receipt of the Loan Application from the prospective borrower(s). For purposes of this Agreement, a "Business Day" means Monday through Friday, excluding federal legal holidays in the United States. Broker shall assist Acra Lending in obtaining any additional information required or needed by Acra Lending or to otherwise facilitate the closing of the loan transaction.
- c) Performance of Broker Services: In addition to taking the information from prospective borrowers and filling out the Loan Applications, Broker shall perform services including but not limited to the following:



- i. Comply with all local, state, and federal laws, and regulations applicable to Broker and as applicable to each loan and Loan Application arranged, processed or brokered by Broker, including all licensing laws and regulations, and all consumer and disclosure laws and regulations, including but not limited to, the Real Estate Settlement Procedures Act and Regulation X, the Fair Housing Act, the Equal Credit Opportunity Act and Regulation B, the Truth in Lending Act and Regulation Z, the Fair Credit Reporting Act, the Home Mortgage Disclosure Act, predatory lending laws, usury laws, laws applicable to consumer credit, and any other government regulatory requirements relevant to brokerage of real property secured loan applications in each jurisdiction where the real property securing the promissory note is located, all as amended from time to time;
- ii. In compliance with applicable law, analyze the prospective borrower's income and debt after verifying same and prequalifying the prospective borrower to determine the maximum Eligible Loan that the prospective borrower can afford; educate the prospective borrower in the home buying and financing process, advise the borrower about the different types of Loan Programs and Products available, and demonstrate how closing costs and monthly payments would vary under each Loan Program and Product;
- iii. Collect financial information (e.g., tax returns, bank statements) and other related documents that are part of the application process and verify and review the same for completeness and accuracy;
- iv. Initiate / order VOEs (verifications of employment) and VODs (verifications of deposits), and verify and review the same for completeness and accuracy;
- v. Initiate / order request for mortgage and other loan verifications;
- vi. Initiate / order appraisals;
- vii. Initiate / order inspections or engineering reports;
- viii. Assist prospective borrowers in understanding and clearing credit problems as needed;
- ix. Maintain regular contact with prospective borrowers, real estate agents, and Acra Lending, between application and closing to apprise them of the status of the application and to gather any additional information as needed; and
- x. Order legal documents.
- xi. Provide its services using qualified, suitable and adequately trained staff. Broker will screen (including performing adequate background checks) all of its employees and its agents in accordance with applicable requirements and restrictions imposed by applicable law, regulation and industry standard for providers of mortgage broker services. Broker will not employ any person that has failed to meet the applicable screening requirements.



- d) Broker Origination and Closed Loan Commitment: If Broker engages in excessive or sustained inactivity, to be determined by Acra Lending in its sole discretion, Acra Lending reserves the right to and may impose an origination and closing commitment on Broker, to be identified by Acra Lending at the time of imposition.

Section 5. Duties of Acra Lending

- a) Underwriting of Loan Applications: Acra Lending shall solely be responsible for underwriting all Loan Applications provided by Broker. Acra Lending shall have no obligation to approve or close an Eligible Loan Application which in its sole discretion does not meet Acra Lending's underwriting requirements. In making its determination, Acra Lending expressly disclaims any inference Broker may draw as to the general quality or acceptability of the Eligible Loan Application. Acra Lending retains sole and absolute discretion to reject any Eligible Loan Application which does not comply with the terms and conditions of this Agreement, the Guide, Rate Sheet, its underwriting standards, or for any reason whatsoever (except as prohibited by law), and to set the terms and conditions of any approval of an Eligible Loan Application. Acra Lending shall notify Broker of Acra Lending's disposition of an Eligible Loan Application as set forth in the Guide.

- b) Closing of Loan Applications: Loan Applications will close in the name of Acra Lending. In the absence of any changes occurring or arising after its approval, Acra Lending, or its agents, shall promptly proceed to the closing of each approved Eligible Loan Application in accordance with the terms and conditions of its approval.

Acra Lending, or its agents, shall prepare the closing package and close the Eligible Loan Application in its name and with its own funds. Unless otherwise agreed, Acra Lending, or its agents, shall contact, and arrange with borrower and all other necessary parties, each loan closing. Acra Lending, or its agents, shall promptly advise Broker as each loan closes and will promptly advise Broker of any issues that may delay a loan closing. Acra Lending shall be responsible for customer service and support with respect to requests for such Eligible Loans after they are closed.

- c) Disclosure and Closing Statement: Acra Lending will provide any and all disclosures and Closing Statements (including but not limited to the Loan Estimate, Closing Disclosure, and other disclosures required by law or prudent lending practices) to prospective borrowers within the time periods required.

Section 6. Compensation; Personal Guaranty

- a) The compensation to be received by Broker in connection with Loan Applications and additional terms and conditions related thereto is set forth in a Broker Compensation Addendum to be signed by Broker and as may be amended from time to time, which is incorporated herein by reference in its entirety.
- b) As a condition to entering into the Agreement, Acra Lending may require, based on the financial threshold applicable to each Broker, Broker to guaranty the payment obligations of Broker under the Agreement pursuant to a personal guaranty (the "Personal Guaranty"). The form of Personal Guaranty is attached hereto as Exhibit A.



- c) Acra Lending will convey to the settlement agent, after its review and approval, Broker's instructions to remit to Broker at closing all qualified expenses and compensation for services provided to borrowers and / or Acra Lending.

Section 7. Privacy of Nonpublic Personal Information

All capitalized terms used in this Section 7 and not otherwise defined shall have the meaning set forth in the federal "Privacy of Consumer Financial Information" regulation, as amended from time to time issued pursuant to Section 504 of the Gramm-Leach-Bliley Act (15 U.S.C. 6801 et seq.) (the "Privacy Regulation"), and applicable information security safeguard regulations issued pursuant to Section 501 of the Gramm-Leach-Bliley Act ("Safeguard Guidelines"). Both parties acknowledge that the Privacy Regulation and Safeguard Guidelines govern the disclosure and safeguarding of nonpublic personal information about consumers.

- a) Nonpublic Personal Information Security: Both parties hereby represent and warrant as follows with respect to any nonpublic personal information released to it by the other party: (i) the receiving party controls access to the network on which any such nonpublic personal information is stored, through the compliance with and utilization of its information security measures which restrict access; and (ii) the receiving party shall comply with its respective information security measures under this Agreement, and in any event in accordance with applicable Safeguard Guidelines.
- b) Use of Nonpublic Personal Information: Both parties hereby agree that they shall: (i) comply with the terms and provisions of the Privacy Regulation, including, without limitation, the provisions regarding the sharing of nonpublic personal information, and the recipient's use and disclosure of such nonpublic personal information; (ii) not disclose or use any nonpublic personal information that it obtains from the other party except to carry out the purpose for which such nonpublic personal information was provided, or as otherwise permitted by the Privacy Regulation and other applicable laws; (iii) comply with its respective information security standards under this Agreement, and in any event in accordance with applicable Safeguard Guidelines; (iv) not make any changes to its security measures that would increase the risk of an unauthorized access or otherwise be inconsistent with applicable Safeguard Guidelines.
- c) Return of Nonpublic Personal Information; Remedy: At any time, upon the other party's request, either party shall return all nonpublic personal information provided by the other party in such party's possession except to the extent retention is legally required but in any event in accordance with applicable Safeguard Guidelines. Both parties agree that money damages would not be a sufficient remedy for any breach of this Section 7 and that the non-breaching party shall be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatening breach of this Section 7. Such remedy shall not be the exclusive remedy for any breach of this Section 7 but shall be in addition to all other rights and remedies available at law or in equity.

Section 8. Representations, Warranties, and Covenants of Broker

As an inducement to Acra Lending to enter into this Agreement and to perform its duties hereunder, Broker represents, warrants, and covenants to Acra Lending, as of the date of this



Agreement and as of the date each Eligible Loan Application is submitted to Acra Lending, as follows:

- a) Due Organization; Good Standing: Broker is duly organized, validly existing and in good standing (in the case of a corporation or limited liability company) under the laws of the state governing its creation and existence, and Broker is qualified and in good standing in the states where the mortgaged properties in each Eligible Loan Application (each, a "Mortgaged Property") are located, if the laws of such states require licensing or qualification in order to conduct business of the type conducted by Broker.
- b) Authority and Capacity: Broker has full power, authority and capacity to enter into this Agreement, and to perform its obligations hereunder. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite action. This Agreement constitutes a valid and legally binding Agreement of Broker enforceable in accordance with its terms.
- c) No Conflicts: The execution, delivery and performance of this Agreement by Broker, its compliance with the terms hereof and consummation of the transactions contemplated hereby, will not violate, conflict with, result in a breach of, give rise to any right of termination, cancellation or acceleration under, constitute a default under, be prohibited by or require any additional approval under its articles of incorporation (in the case of a corporation), bylaws, partnership agreement or other applicable organizational documents or any instrument or agreement to which it is a party or by which it is bound, or any applicable federal, state, county, local, or foreign law, or any judicial or administrative decree, order, ruling or regulation, applicable to it.
- d) Compliance with Laws: Broker has complied, and shall comply, both in the conduct of its business generally, and in its origination of each Eligible Loan Application, with all applicable local, state, and federal laws, including, without limitation, all licensing laws and regulations, and all consumer and disclosure laws and regulations including but not limited to the Real Estate Settlement Procedures Act and Regulation X, the Fair Housing Act, the Equal Credit Opportunity Act and Regulation B, the Truth in Lending Act and Regulation Z, the Fair Credit Reporting Act, the Home Mortgage Disclosure Act, predatory lending laws, usury laws, laws applicable to consumer credit, and any other government regulatory requirements relevant to brokerage of real property-secured loan applications in each jurisdiction where the real property securing the promissory note is located, the Gramm-Leach-Bliley Act and the Privacy Regulation and Safeguard Guidelines, and state laws and regulations governing mortgage lending and mortgage brokerage, all as amended from time-to-time.

Broker represents and warrants that it and each member of its staff is properly licensed or registered, as applicable, in all jurisdictions where required for the origination of loans as provided for in this Agreement and agrees to maintain all applicable licenses, registrations, and approvals in good standing during the term of this Agreement. Broker shall maintain, available for Acra Lending's inspection, evidence of compliance with all such requirements.



Broker is responsible for and is encouraged to consult with its own legal counsel or appropriate professional to ensure that it is adequately licensed to broker loans to Acra Lending.

- e) Notice of Threatening Actions: Broker has not been issued any Administrative order, cease and desist decree or been the subject of any regulatory action nor is there any reasonable basis, therefore. Broker shall immediately advise Acra Lending in writing of any inquiry or pending or threatening action, by way of a proceeding or otherwise, to revoke or limit any license, permit, authorization or approval issued or granted by any federal, state or local government or quasigovernmental body, or any agency or instrumentality thereof, necessary for Broker or any staff member to conduct its business, or to impose any penalty or other disciplinary sanction in connection therewith, or any other sanction that would materially affect Broker's business. In addition, in the event Broker receives any letter, notice, or other writing from any regulatory agency with respect to any Eligible Loan Application registered with Acra Lending, Broker shall immediately advise Acra Lending of such notice and deliver a copy of the notice to Acra Lending.
- f) SAFE Act: To the extent applicable to a Loan Application arranged, processed or brokered by Broker, Broker attests to the fact they are in full compliance with the Secure and Fair Enforcement for Mortgage Licensing Act (the "SAFE Act"), including but not limited to, appropriate licensing and / or registration of individuals acting as Mortgage Loan Originators ("MLOs").
- g) Litigation: Except as previously disclosed in writing to and acknowledged in writing by Acra Lending, neither Broker nor any of its agents or employees, are party to (i) any litigation as a defendant involving fraud, misrepresentations, violation of any state or federal lending laws or regulatory compliance, or (ii) any negative investor or regulatory findings through audits, examinations or mortgage guaranty insurance investigations.
- h) No Untrue or Misleading Statements: No representation, warranty, or written statement made by Broker or borrower to Acra Lending in this Agreement or in any Eligible Loan Application, schedule, exhibit, written statement, or document furnished to Acra Lending in connection with the transactions contemplated hereby contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.
- i) Business Information: Broker shall furnish Acra Lending and its representatives with any necessary information and data concerning the affairs of Broker, as Acra Lending may reasonably request, including without limitation information regarding the status of its licenses, permits, authorizations, and approvals necessary for the conduct of its business as well as copies of such documents.
- j) Credit Reports: Broker agrees that Acra Lending is authorized to obtain business credit reports concerning Broker and, unless Broker is a publicly traded company, personal credit reports concerning those with a material interest (including ownership interest) in Broker ("Material Parties") as solely determined by Acra Lending, if Acra Lending in its sole discretion so elects. Broker represents and warrants that it has obtained its Material Parties' consents for Broker to provide the foregoing authorization on behalf of each



Material Party, and for Acra Lending to obtain their personal credit reports for this purpose. Without notice to Broker or Material Parties, Acra Lending may periodically obtain both business credit reports concerning Broker and personal credit reports concerning Material Parties. Broker will notify Acra Lending immediately of any change to its Material Parties or any change in control of Broker.

- k) Ability to Perform: Broker represents that it employs or will employ a sufficient number of knowledgeable, capable, and trained individuals to perform the services required by this Agreement.

Section 9. Representations, Warranties, and Covenants as to Loan Applications

As further inducement to Acra Lending to enter into this Agreement and to perform its obligations hereunder, Broker represents warrants and covenants to Acra Lending as to each Eligible Loan Application submitted to Acra Lending as follows:

- a) Compliance with Laws: As of the date each Eligible Loan Application is funded by Acra Lending, all of Broker's activities in connection with the Eligible Loan Application will comply with all applicable federal, state, county, local, and foreign laws.
- b) Compliance with Acra Lending Policies and Guide: The activities of Broker with respect to each Eligible Loan Application will comply in all respects with the Guide. Each registered Eligible Loan Application was originated by Broker and not by a third party. All documents related to the applicant that were used in evaluating the Loan Application and to originate the loan ("Mortgage File Documents") and all Loan Applications, and information and documentation submitted by Broker in connection with such applications, have been prepared and / or completed in accordance with the Guide and all information provided by each of borrower and Broker in such Mortgage File Documents, Loan Applications, or other documents and / or provided to any mortgage insurer is true and correct in all respects and does not fail to disclose any facts which could be material or which would make such information misleading.
- c) Factual Disclosure: With regard to all Loan Applications submitted to Acra Lending hereunder, all facts relating to any Eligible Loan Application transaction which are known or should be known to Broker in the exercise of its prudent judgment which may adversely affect the value of the Mortgaged Property, the credit, character or capacity of the borrower, the validity of the mortgage, or any other aspect of the transaction have been disclosed in writing to Acra Lending. The Mortgaged Property has not been damaged by fire, flood, or other causes since the date of performance of the appraisal.
- d) Occupancy: The occupancy of the Mortgaged Property is as represented to Acra Lending by the mortgagor and / or Broker, and the Broker has no reason to believe that such representation of the mortgagor and / or Broker is no longer true except as may be set forth on the Broker Loan Lock-in Reservation.
- e) Mortgage Insurance Payments: No Eligible Loan Application has a mortgage insurance policy that requires the Broker or any other party except mortgagor to pay premiums on such policy.



- f) Appraisal: The appraisal report and the appraiser both satisfy the requirements of Fannie Mae and any applicable requirement of Title XI of the Federal Institutions Reform, Recovery, and Enforcement Act of 1989 and the regulations promulgated thereunder, all in effect on the date the Eligible Loan Application is submitted to Acra Lending. The appraisal report with respect to the Mortgaged Property was signed prior to the approval of the Eligible Loan Application by a qualified appraiser, duly appointed by the loan originator, who had no interest, direct or indirect, in the Mortgaged Property or in any loan made on the security thereof, and whose compensation is not affected by the approval or disapproval of such application.
- g) Servicemembers Civil Relief Act: The mortgagor has not notified the Broker and the Broker has no knowledge of any relief requested or allowed to the mortgagor under the Servicemembers Civil Relief Act, as amended.
- h) Predatory Lending: To the extent applicable, such Eligible Loan Application is not classified as (a) a "high cost" loan under the Home Ownership and Equity Protection Act of 1994, as amended, (b) a "high cost", "threshold", or "predatory" loan under any other applicable state, federal, or local law, or (c) a "flipped" loan or loan that does not provide the borrower with a "net tangible benefit" as maybe defined under any applicable state, federal, or local law.
- i) Broker Compensation: Unless disclosed to Acra Lending in writing before the funding of any mortgage loan, Broker shall not receive any direct or indirect payment from any person other than the applicant with respect to the mortgage loan, including, without limitation, a payment involving escrow, appraisal or sale, and, unless fully disclosed to Acra Lending, Broker (and Broker's agents, employees, officers, and directors) shall have no direct or indirect ownership in any property intended as security for the mortgage loan being reviewed by Acra Lending for purposes of purchase.

Section 10. Loan Fraud Zero Tolerance

All Brokers must be aware that the licensed MLO under the Nationwide Mortgage Licensing System & Registry ("NMLS") or the licensed real estate broker bears the responsibility for all actions of his or her employees or licensees. The Broker is responsible for the content and quality of each Loan Application taken and submitted to Acra Lending. **Submission of a Loan Application containing false information is a crime punishable by law.**

- a) Loan Fraud: The following non-exhaustive list of activities are deemed to be loan fraud ("Loan Fraud"):
 - 1) Submission of inaccurate information including false statements on Loan Applications and falsification / forgery of documents purporting to substantiate credit, employment, deposit or asset information, personal information, including identity, ownership / non-ownership of real property.
 - 2) Incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated on the security instrument .



- 3) Lack of due diligence by Broker / MLO / processor, or anyone acting on Broker's behalf or at the direction of Broker, including failure to obtain all information required by the application and failure to request information as dictated by the Borrower's responses to other questions.
 - 4) Unquestioned acceptance of information or documentation that is known or should have been known or should be suspected to be inaccurate.
 - 5) Allowing an applicant or interested third party to assist with the processing of the loan.
 - 6) Broker's non-disclosure of relevant information.
- b) Consequences of Loan Fraud on Acra Lending: Broker hereby acknowledges that: (1) the effects of Loan Fraud are costly to all parties involved; (2) Acra Lending stands behind the quality of its loan production; (3) fraudulent loans cannot be sold to investors in the secondary market and if sold, will require repurchase; and fraudulent loans damage Acra Lending's reputation with those investors.
- c) Consequences to the Broker: By signing this Agreement, Broker hereby acknowledges that they have read the foregoing and fully understand Acra Lending's position on Loan Fraud. Neither the Broker nor any party acting on Broker's behalf will knowingly and / or willfully engage in the practice of Loan Fraud that results in the origination and subsequent submission of a fraudulent loan to Acra Lending, and Broker acknowledges that Loan Fraud may result in the following.
- 1) Criminal prosecution;
 - 2) Loss of licenses;
 - 3) Civil action by Acra Lending or other parties to the transaction; and
 - 4) Immediate loss of approval to business status with Acra Lending.

Section 11. Responsibility for Fraud or Negligence

Broker shall not submit any Eligible Loan Application or other Mortgage File Document containing false or misrepresented information or failing to disclose material facts necessary to make the statements contained therein not misleading. Broker shall be responsible for all actions taken in the course of its performance of its obligations under this Agreement, whether performed by Broker, its employees or licensees. Broker acknowledges its understanding that Acra Lending disclaims any duty to investigate, verify, authenticate, or confirm any information contained in any Eligible Loan Application or Mortgage File Document. The parties have agreed to the allocation of duties and responsibilities set forth herein and Acra Lending shall at all times be entitled to rely on Broker's full, complete and faithful performance of its duties and responsibilities hereunder.

Section 12. Purchase and Loss Reimbursement

- a) Events of Purchase / Repurchase: Broker shall in the case of Eligible Loans closed in Acra Lending's name, purchase or repurchase any Eligible Loan subject to the contract, if a



material breach by Broker, that adversely affects the value of such Eligible Loan, or of any covenant, condition, term, obligation, representation, or warranty related to such Eligible Loan contained in this Agreement or the Guide, or in such Eligible Loan Application, any Mortgage File Document or in any written statement or certificate furnished by Broker pursuant to this Agreement or the Guide, including, without limitation, those arising from Broker's Loan Fraud or negligence in the origination or processing of such Eligible Loan Application.

- b) Purchase / Repurchase: Acra Lending shall send notice to Broker of any demand for purchase or repurchase within ninety (90) days of the discovery of any event causing such demand for purchase or repurchase. Broker shall have thirty (30) days from date of receipt of such notice from Acra Lending to cure any material breach in all respects (in the sole judgment of Acra Lending). If such breach is not cured in Acra Lending's sole judgment, the purchase shall be affected within ten (10) Business Days of receipt of written demand by Acra Lending. The purchase or repurchase price shall be equal to the outstanding principal balance owing on the date of purchase; plus all fees paid; any compensation paid by Acra Lending to Broker; plus any advances made by Acra Lending for taxes, insurance, foreclosure expense, or any other related expense; plus interest that has accrued but not been paid up to and including the date the purchase or repurchase funds are received by Acra Lending. At the time of purchase or repurchase, Acra Lending will arrange for the reassignment of the purchased or repurchased Eligible Loan to Broker.
- c) Loss and Expense Reimbursement: Notwithstanding the foregoing, and in lieu of requiring repurchase, Acra Lending may, at its sole discretion, permit broker to reimburse Acra Lending for any loss and / or expenses incurred by Acra Lending as a consequence of the occurrence of an event requiring repurchase. The determination by Acra Lending of the nature and amount of such losses and / or expenses shall be final, conclusive, and binding. Broker shall remit to Acra Lending the funds necessary to satisfy its obligations hereunder within ten (10) Business Days from demand of such funds by Acra Lending.

Section 13. Indemnification

- a) Non- Waiver of Remedies: Nothing contained in this Section 13 shall limit Acra Lending's rights to any remedy, legal or equitable, all such legal and equitable remedies, including those provided for herein, being in addition to and not in lieu of any other remedy.
- b) Broker Indemnification: Broker shall indemnify, defend and hold Acra Lending and its officers, directors, employees, agents, affiliates and subsidiaries harmless against and in respect of, and shall reimburse Acra Lending for any and all losses, liabilities, claims, damages, costs, including without limitation attorneys' fees and costs, and actions suffered or incurred by Acra Lending which arise out of, result from or relate to: (a) material breach by Broker of any covenant, condition, term, obligation, representation or warranty contained (i) in this Agreement or the Guide, or (ii) in any Eligible Loan Application, Mortgage File document or in any written statement or certificate furnished by Broker pursuant to this Agreement or the Guide, including, without limitation, those arising from Broker's fraud or negligence in the origination or processing of Loan Applications; or (b) any material act or omission of Broker or any employee or agent of Broker which adversely affects any Eligible Loan Application registered with and funded by Acra Lending



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

Section 14. Right of Setoff

Acra Lending and its successors and assigns shall be entitled to set off against any amount to be paid by it to the Broker under this Agreement for such amounts as may be due from the Broker under this Agreement. Acra Lending is hereby authorized, at any time and without presentment, demand, protest or other notice of any kind to Broker or to any other person, any such notice being expressly waived, to set off from any amounts due Broker from Acra Lending, any and all amounts due Acra Lending from Broker. This remedy is in addition to any other remedy Acra Lending may have at law or equity.

Section 15. Term; Termination

- a) Term: The term of this Agreement shall commence as of the date hereof and shall extend until the termination of this Agreement pursuant to this Section 15.
- b) Termination Without Cause: This Agreement may be terminated without cause by Acra Lending or Broker upon thirty (30) days written notice to the other party. Such termination shall not in any respect change or modify the obligations of the parties with respect to (i) loan applications which have been registered with Acra Lending pursuant to Section 4 prior to the date of termination or (ii) either party's obligations under this Agreement accruing prior to the date of termination.
- c) Termination for Cause: Notwithstanding anything to the contrary herein, Acra Lending may terminate this Agreement immediately, upon written notice to Broker, (i) if Acra Lending determines or reasonably suspects that fraud has occurred in the origination of any Eligible Loan Application or that Broker has failed to comply with applicable law in the performance of its obligations, (ii) if Broker fails to perform any of its obligations under this Agreement, (iii) if any federal, state, county, local, and foreign law makes it unlawful for Acra Lending and Broker to do business in accordance with the terms of this Agreement, or (iv) Guarantor seeks to revoke its obligations under the Personal Guaranty. If the Agreement is terminated by Acra Lending under this paragraph, Acra Lending shall have no obligation to Broker after the date notice is given to fund any Eligible Loan Application, irrespective of whether such Eligible Loan Application has been registered with Acra Lending.
- d) Survival: All of Broker's representations and warranties in Sections 7, 8, 9, and obligations of indemnification in Section 13, shall survive any termination of this Agreement, and shall be fully applicable whether or not Acra Lending relies thereon or has knowledge of any facts at variance therewith. Notwithstanding the above, any provisions that by their nature are intended to survive the expiration or termination of this Agreement shall so survive the expiration or termination of this Agreement.



Section 16. No Solicitation

Subject to the provisions set forth in this Section 16, from and after the date hereof, neither Broker, nor any of its subsidiaries or affiliates, shall solicit, by means of direct mail, telephonic, email, or personal solicitation the mortgagors of any Eligible Loan for purposes of prepayment of such Eligible Loan; provided, however, Broker may solicit mortgagors of any Eligible Loan for a refinance transaction if six (6) months has lapsed since the date of the Eligible Loan's initial closing with Acra Lending. Acra Lending will monitor the application of this Section 16 to Eligible Loans submitted by Broker. Should Acra Lending determine, in its sole and exclusive discretion, as a result of such monitoring, that Broker is repeatedly soliciting mortgagors to refinance their Eligible Loan into a loan that does not provide the borrower with a "net tangible benefit" as may be defined under any applicable law, regulation, or guidance, otherwise known as loan "flipping," Acra Lending may, in its sole and exclusive discretion, take actions to eliminate such activity, including restricting the amount of compensation Broker receive on refinance transactions.

Section 17. Loan Originator Compensation and Anti-Steering Attestation

In compliance with loan originator compensation and anti-steering rules under the Truth in Lending Act as well as Regulation Z and amendments thereto, Broker hereby attests and affirms by signing this Agreement the following with no reservations to Acra Lending. That for any and all loan transactions that are governed by the Truth in Lending Act and Regulation Z, Broker delivers to Acra Lending the following is true:

- 1) Neither the seller, borrower, nor any other party, has paid compensation based on the interest rate or other prohibited terms and conditions under the aforementioned regulations.
- 2) For the purpose of increased Broker compensation, no consumer has been steered into a product or program by a loan originator.
- 3) In Borrower-paid transactions, no person has paid compensation to the Broker, other than the borrower.
- 4) For each type of transaction (for purposes of this subsection, "type of transaction" refers to mortgage loans with a fixed APR, variable rate APR, or a reverse mortgage) in which the consumer expressed interest, Broker:
 - a. Obtained options from three or more creditors with which the Broker regularly does business. If Broker regularly does business with fewer than three creditors, then the Broker must obtain loan options from each of the creditors with which Broker regularly does business; and
 - b. Presented the consumer with loan options that the Broker, in good faith, believes the consumer qualifies, and includes in the presentation:
 - i. The loan with the lowest interest rate;
 - ii. The loan with the lowest interest rate without negative amortization, a prepayment penalty, interest-only payments, a balloon payment in the



first 7 years of the life of the loan, a demand feature, shared equity, or shared appreciation; or, in the case of a reverse mortgage, a loan without a prepayment penalty, or shared equity or shared appreciation; and

iii. The loan with the lowest total dollar amount of discount points, origination points or origination fees (or, if two or more loans have the same total dollar amount of discount points, origination points or origination fees, the loan with the lowest interest rate that has the lowest total dollar amount of discount points, origination points or origination fees).

c. For each type of transaction, if Broker presents to the consumer more than three loans, Broker must highlight the loans that satisfy the criteria specified in subsection 4(b) above.

Section 18. Miscellaneous

a) Broker Grant of Limited Power of Attorney: Broker hereby appoints Acra Lending and the directors, officers, employees, agents, successors and assigns of Acra Lending as its true and lawful attorney-in-fact without right of revocation and with full power of substitution for and in its place and stead to (i) demand and control all sums due on Eligible Loans closed and funded pursuant to this Agreement and to enforce all rights with respect thereto, (ii) endorse, mark, place, or otherwise evidence Broker’s name as payee on all checks, drafts, acceptances, or other form of partial or full Eligible Loan payment delivered or tendered to Acra Lending, (iii) endorse, mark, place or otherwise evidence Broker’s name on all notes, mortgages, deed of trust, and other forms of security instruments of collateral and all assignments, full of partial releases or satisfactions of said mortgages, deeds of trust, and other forms of security instruments or collateral for all Eligible Loans closed and funded pursuant to this Agreement. Broker agrees to execute such other documents as Acra Lending may reasonably request to evidence the appointment of Acra Lending as Broker’s attorney-in-fact.

b) Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. This Agreement is not assignable by the Broker without the prior written consent of Acra Lending, which consent may be withheld by Acra Lending at its sole discretion. A change in ownership, merger, or consolidation of Broker shall be considered an assignment for purposes of this Agreement.

c) Notices: All demands, notices, and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail, postage prepaid, or by a nationally recognized overnight courier service, to the following:

[_____]
[_____]
Attention: [_____]

Or such other address as may hereafter be furnished to Acra Lending in writing by Broker, and if to Acra Lending:



Citadel Servicing Corporation d/b/a Acra Lending
25531 Commercentre Drive, Suite 160
Lake Forest, CA 92630
Attention: Kyle Gunderlock, Chief Executive Officer

Or such other address as may hereafter be furnished to Broker by Acra Lending in writing.

- d) Books and Records: Broker shall prepare and maintain Mortgage File documents in accordance with applicable guidelines established in the Guide and applicable agency guidelines. Broker and Acra Lending shall keep and maintain a complete and accurate account, satisfactory to Acra Lending, of all funds collected and paid relating to the Loan Applications. Broker shall give Acra Lending, its employees, and its representatives, including without limitation internal and external auditors, quality control auditors, attorneys, bank examiners and regulatory agency examiners, access, upon reasonable advance notice and during normal business hours, to audit and inspect Broker's files, books, records, reports, statistics, and other documents of Broker relating to its obligations under this Agreement and the Guide. In addition, Broker will cooperate with Acra Lending, its auditors and / or regulatory examiners in any audit of Acra Lending and in any regulatory examination of Acra Lending.
- e) Relationship of Parties: Neither party is the partner, agent, employee or representative of the other nor shall anything in this Agreement be construed or deemed to create a partnership, joint venture, agency or employment relationship between Acra Lending and Broker. Broker shall conduct business in its own name and not in Acra Lending's name. Broker shall not represent that its office is an office, branch or agency of Acra Lending or in any other way connected with Acra Lending. Broker shall have no authority to sign any documents on behalf of Acra Lending, or to bind or obligate Acra Lending in any manner whatsoever. Broker shall be responsible for its overhead and operations costs, payroll costs and all other costs incurred in connection with its operations. Broker acknowledges that it has incurred and will continue to incur such costs voluntarily, with the understanding that this Agreement may be terminated in accordance with Section 15 hereof and accordingly. Broker has no right to seek reimbursement or recoupment from or against Acra Lending with respect to any sums it has expended in contemplation hereof.
- f) Confidentiality: Both parties understand that all information provided to the other party in connection with this Agreement, including but not limited to, with respect to Acra Lending, all information contained in the Guide, is confidential and proprietary to the providing party. Both parties agree to keep in confidence and not disclose to any third party, duplicate or use for the benefit of any third party, any such information given to or discovered by such party by or from the other, and agree to return all documents and other media containing such information to the other party upon termination of this Agreement. Broker further agrees not to sell, transfer or otherwise give to any person or firm, or otherwise use, directly or indirectly, any compilation or list of borrowers. The following information shall not be considered confidential and propriety: (a) information that is already known to recipient at times of its disclosure; (b) information that is or becomes publicly known through no wrongful act of recipient; (c) information that is received from a third party free to disclose it to recipient; (d) information that is communicated to a third party with express written consent of the providing party; or (e) information that is lawfully required to be



disclosed to any governmental agency or is otherwise required to be disclosed by law, provided that before making such disclosure, the recipient shall promptly notify the providing party of such disclosure order and, upon request of the providing party, fully cooperate in contesting such disclosure. Recipient shall seek confidential treatment of such confidential and proprietary information from the entity requiring disclosure. (The term "affiliate" means any person or entity controlling, controlled by, or under common control with a party.)

- g) Entire Agreement: This Agreement, the Guide, and any other agreement, document or instrument attached hereto or referred to herein or in the Guide, contain the entire Agreement between the parties and supersedes all prior agreements and understandings with respect to the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Agreement, the Guide, and any such other agreement, document or instrument, the terms, conditions and provisions of this Agreement shall prevail.
- h) Amendment and Waiver: Except as provided in Section 1 concerning the Guide and Rate Sheet, this Agreement may be amended from time to time by Broker and Acra Lending solely by written agreement signed by Broker and Acra Lending. The waiver of any right or remedy in respect of any one occasion shall not be deemed a waiver of such right or remedy in respect of such occurrence or event on any other occasion.
- i) Modification of Obligations: Acra Lending may, without any notice to Broker, extend, compromise, renew, release, modify, adjust or alter, by operation of law or otherwise, any of the obligations of a borrower or other persons obligated under an Eligible Loan without releasing or otherwise affecting the obligations of Broker with respect to such Eligible Loan or otherwise under this Agreement.
- j) Severability and Survival of Provisions: If any one or more of the covenants, agreements, provisions, or terms of this Agreement shall be held invalid for any reason whatsoever, then such covenants, agreements, provisions, or terms shall be deemed severable from the remaining covenants, agreements, provisions, or terms of this Agreement and shall in no way affect the validity or enforceability of the other covenants, agreements, provisions, or terms of this Agreement or the rights of Acra Lending hereunder. If the invalidity of any part, provision, representation, or warranty of this Agreement shall deprive any party of the economic benefit intended to be conferred by this Agreement, the parties shall negotiate in good faith to develop and structure the economic effect of which is nearly as possible the same as the economic effect of this Agreement without regard to such invalidity. All of the covenants, agreements, representations and warranties made herein by the parties hereto shall survive and continue in effect after the termination of the Agreement or the consummation of the transactions contemplated hereby.
- k) Governing Law: This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of California.
- l) Consent to Jurisdiction: The parties agree that all legal actions and proceedings arising out of or related to this Agreement, or the transactions contemplated hereby, shall be brought in a Federal Court or State Court located in the State of California with exclusive



venue in the County of Orange, and the parties hereby waive any objections to summons, service of process, jurisdiction over the person or subject matter, or the venue of the courts listed above.

- m) Headings: The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be part of this Agreement.
- n) Attorney's Fees: In the event of a dispute arising from or concerning an obligation of Broker or Acra Lending under this Agreement which results in litigation of the issue, the prevailing party to such litigation shall be indemnified by the other party for all costs and expenses in bringing or defending such action.
- o) Authorized Representatives: Acra Lending shall be entitled to rely, without investigation, that any person holding themselves out to be a representative of Broker for purposes of signing this Agreement or other document delivered in connection with this Agreement or taking other action pursuant to the Agreement including but not limited to oral discussions was, at the respective times of such signing or actions, a duly elected or appointed, qualified and authorized representative of Broker, and the execution or delivery of the Agreement or any document pursuant to the Agreement and the taking of any other actions, including but not limited to oral discussions, shall be conclusive evidence of such authorization.
- p) Counterparts: This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[signatures on next page]



IN WITNESS WHEREOF, Broker and Acra Lending have caused their names to be signed hereto by their respective officers hereunto duly authorized as of the day and year first above written.

Citadel Servicing Corporation
(d/b/a Acra Lending)

Authorized Signature

Authorized Signature

Printed Name of Authorized Signer

Printed Name of Authorized Signer

Title of Authorized Signer

Title of Authorized Signer



BROKER COMPENSATION ADDENDUM TO CONSUMER-PURPOSE BROKER AGREEMENT

This Broker Compensation Addendum (“Addendum”) is entered into as of the _____ day of _____, 20____, by and between Citadel Servicing Corporation d/b/a Acra Lending and its affiliates and subsidiaries (“Acra Lending”) and [_____] (“Broker”). This Addendum supplements the Broker Agreement (“Agreement”) entered into by and between Acra Lending and Broker. Hereafter when read together, the Agreement and the Addendum shall constitute one integrated document. Unless otherwise defined herein, the capitalized terms used herein shall have the meanings set forth in the Agreement.

WHEREAS, the Agreement describes the compensation to be received by Broker and additional representations and warranties from the Broker to Acra Lending;

WHEREAS, Acra Lending and Broker have agreed upon the terms to be included in this Addendum as in the best interests of the parties.

NOW THEREFORE, in consideration of the mutual undertakings and covenants set forth in this Addendum, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. If completed and returned, this Addendum restates and supersedes any and all prior Broker Compensation Addenda to the Agreement between the parties.
2. Acra Lending and Broker agree that this Addendum will be effective for all mortgage loans registered and assigned an Acra Lending loan number on or after the date of this Addendum. Acra Lending and Broker agree that the compensation levels specified below shall be effective unless and until amended. Any change to this Addendum will be effective immediately and will remain in effect until changed.
3. Acra Lending and Broker agree that the compensation provisions of the Agreement will be supplemented as follows:

a. Compensation paid by the Borrower

“Borrower-Paid Compensation” is compensation paid by the borrower to Broker from the borrower’s own funds. When Broker, for a given Loan Application, selects Borrower-Paid Compensation, the Borrower-Paid Compensation is directly negotiated between Broker and borrower and is agreed to prior to submitting the Mortgage File documents to Acra Lending. Acra Lending will not be responsible nor a party to any Broker negotiations with borrowers in a Borrower-Paid Compensation transaction. **FOR LOAN APPLICATIONS WHERE BROKER HAS SELECTED BORROWER-PAID COMPENSATION, BROKER MAY NOT RECEIVE ANY COMPENSATION DIRECTLY OR INDIRECTLY FROM ANY OTHER PARTY OR ENTITY TO THE TRANSACTION, OR OUTSIDE OF THE TRANSACTION, INCLUDING FROM ACRA LENDING.**

Borrower-Paid Compensation dollar amount or percentage paid to Broker cannot be more than the maximum amount designated in the Rate Sheet. Borrower-Paid Compensation may include



seller concessions. Broker may submit Borrower-Paid Compensation Loan Applications to Acra Lending with any compensation level up to the maximum allowed by the Rate Sheet. Borrower-Paid Compensation is an agreement of compensation between the Broker and the borrower.

b. Compensation paid by the Lender (Acra Lending)

“Lender-Paid Compensation” is compensation paid by Acra Lending to Broker. When Broker, for a given Loan Application, selects Lender-Paid Compensation, upon the funding of a mortgage loan resulting from the application, Acra Lending will pay to Broker the product of (i) the Lender-Paid Compensation rate (the “Tier”) and (ii) the funded principal amount of the mortgage loan. Broker acknowledges that, if so selected, a Lender-Paid Compensation Tier cannot vary a loan-by-loan basis. The Lender-Paid Compensation Tier must be all inclusive of Broker fees, including, but not limited to origination, processing, application, administration, etc. FOR LOAN APPLICATIONS WHERE BROKER HAS SELECTED LENDER-PAID COMPENSATION, BROKER MAY NOT RECEIVE ANY COMPENSATION FROM THE BORROWER OR ANY OTHER PARTY, PERSON OR ENTITY TO THE TRANSACTION, OR OUTSIDE OF THE TRANSACTION. BROKER CERTIFIES THAT WHEN COMPENSATION IS PAID BY LENDER SUCH AMOUNT IS AND WILL BE BROKER'S SOLE SOURCE OF RENUMERATION. For Loan Applications where Broker has selected Lender-Paid Compensation, Broker agrees that Broker cannot offer credits towards third party closing costs.

Broker shall select one of the following Lender-Paid Compensation Tiers:

- Tier: 0.25% Tier: 0.50 % Tier: 0.75% Tier: 1.00% Tier: 1.25% Tier: 1.50%
 Tier: 1.75% Tier: 2.00 % Tier: 2.25% Tier: 2.50% Tier: 2.75% Tier: 3.00%

The Lender-Paid Compensation Tier selected for a Loan Application by Broker may not be changed for any reason while that submitted Loan Application is being processed. After a Loan Application is processed, Broker may request a change to its effective Lender-Paid Compensation Tier infrequently, on no more than a 60-day basis. The request for a change to the Lender-Paid Compensation Tier is subject to approval by Acra Lending. If Acra Lending agrees to a change to the Lender-Paid Compensation Tier as requested by Broker, then Acra Lending will issue an amendment hereto (an “Update Form”) which will become effective the first Business Day following the Business Day Acra Lending receives a Broker-executed Update Form indicating Broker’s newly elected Lender-Paid Compensation Tier.

c. Permitted Decreases in Compensation.

In accordance with Regulation Z, Lender may reduce Broker’s Borrower-Paid or Lender-Paid compensation to defray the cost, in whole or part, of an unforeseen increase in an actual settlement cost over an estimated settlement cost disclosed to the consumer under section 5(c) of Real Estate Settlement Procedures Act (“RESPA”) or an unforeseen actual settlement cost not disclosed to the consumer under section 5(c) of RESPA.

d. Rebate for Lender-Paid Compensation

I. For all Lender-Paid Compensation Tiers: If a loan is paid in full during the first one hundred and eighty (180) days following its funding date, then Broker shall



pay to Acra Lending all Lender-Paid Compensation that was paid to Broker by Acra Lending with regard to such mortgage loan, if any. A payment due from Broker, in accordance with this paragraph, shall be paid to Acra Lending by Broker not later than ten (10) days following Acra Lending's notice to Broker that such payment is owing.

iv. **Loan Delinquency:** If one or more of the first four (4) payments due on a mortgage loan is paid by the borrower more than sixty (60) calendar days after the date on which such payment was due, then Broker shall pay to Acra Lending all the Lender-Paid Compensation that was paid to Broker by Acra Lending with regard to such mortgage loan, if any. A payment due from Broker, in accordance with this paragraph, shall be paid to Acra Lending by Broker not later than ten (10) days following Acra Lending 's notice to Broker that such payment is owing.

v. **Right of Setoff:** Acra Lending and its successors and assigns shall be entitled to set off against any amount to be paid by it to the Broker under this Agreement for such amounts as may be due from the Broker under this Agreement. Acra Lending is hereby authorized, at any time and without presentment, demand, protest or other notice of any kind to Broker or to any other person, any such notice being expressly waived, to set off from any amounts due Broker from Acra Lending, any and all amounts due Acra Lending from Broker. This remedy is in addition to any other remedy Acra Lending may have at law or equity.

e. Additional Terms

i. Broker may elect, on a loan-by-loan basis, to receive either Borrower-Paid Compensation or Lender-Paid Compensation. Once Broker selects either Borrower-Paid Compensation or Lender-Paid Compensation for a Loan Application, Broker may not thereafter change its selection.

ii. The Broker acknowledges that when Lender-Paid Compensation is paid by Acra Lending, such amount is and will be Broker's sole source of compensation. Broker will not charge the borrower(s)



any additional fees, or accept any compensation in any form, at any time, from any party other than Acra Lending.

- iii. Broker further agrees that, for a particular Loan Application, the aggregate of any and all Broker compensation will not exceed any threshold that would cause the mortgage loan to be deemed a "high cost" loan, a "threshold" loan, or a designation of similar import under applicable law.
- iv. Broker agrees that under no circumstance may Broker receive compensation from both the borrower and a party other than the borrower (including Acra Lending) for the same mortgage loan (i.e., no dual compensation is permitted).
- v. Broker agrees that under no circumstance will Broker be entitled to receive compensation in excess of the reasonable value of the goods, services, or facilities provided.
- vi. Broker shall be solely responsible for the payment of compensation to its MLOs. Broker agrees that all compensation paid by Broker to Broker's MLOs will conform with all legal and regulatory requirements including, as applicable, the Truth in Lending Act, Regulation Z, and the Official Staff Commentary of the CFPB.
- vii. With the submission of this Addendum and no later than ninety (90) days after the end of Broker's fiscal year, Broker shall deliver to Acra Lending copies of statements of Broker's financial condition, which shall include (i) Broker's most recent company financial statement, including Balance Sheet and Profit & Loss statement, showing a minimum tangible net worth of \$50,000 and (ii) in the event Broker provides a Personal Guaranty, the financial statement of the Guarantor. Statements of financial condition shall be audited statements if such are obtained in the normal course of business. Broker hereby represents and warrants to Acra Lending that such statements fairly present the pertinent results of operations and changes in financial position for each of such periods, and the financial position at the end of each such period of the Broker (and its subsidiaries) or the Guarantor, as applicable. Upon Acra Lending's request, Broker shall provide additional information about its financial condition to Acra Lending in accordance with a request therefor from Acra Lending.

By signing below, Broker certifies that:

- Broker understands and agrees to this Addendum to the Agreement.
- Broker understands and agrees that any payment of the compensation contemplated by this Addendum must be properly disclosed in accordance with applicable legal and regulatory requirements.
- Broker understands and agrees that this Addendum to the Agreement impacts all loans submitted to Acra Lending from all of Broker's office locations.



Please Choose:

Broker has included the most recent company financial statement, including Balance Sheet and Profit & Loss statement, showing a minimum tangible net worth of \$50,000;

Or

Broker would like to give Acra Lending a Personal Guaranty attached hereto as Exhibit A and as described in the Agreement and will be providing a personal financial statement.

*****PLEASE EMAIL THIS COMPLETED FORM TO: brokers@acralending.com*****

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representative who, by signing below, represent and certify as having the authority to bind the respective party to this Addendum.

BROKER

Citadel Servicing Corporation (d/b/a Acra Lending)

By _____ By _____

Typed Name: _____ Typed Name: _____

Title: _____ Title: _____

Date: _____ Date: _____



Exhibit A Form of Personal Guaranty

THIS PERSONAL GUARANTY is entered into as of this [] day of [], 20[], by the undersigned (each a "Guarantor"), in favor and for the benefit of Acra Lending, its affiliates, and subsidiaries ("Acra Lending"), pursuant to Section 6(e)(vii) of the Agreement between Acra Lending and [_____] ("Broker") dated as of [], 20[].

The Guarantor, jointly and severally (if more than one), absolutely and unconditionally guarantee (this "Personal Guaranty"), the prompt payment to Acra Lending, including its successors and assignees, of any and all obligations incurred by the Broker pursuant to the Agreement (the "Guaranteed Obligations"). Each Guarantor further agrees to repay the Guaranteed obligations on demand, without requiring Acra Lending first to enforce payment against Broker. This is a guarantee of payment and not of collection. This is an absolute, unconditional, primary, and continuing obligation and will remain in full force and effect until the first to occur of the following: (a) all of the Guaranteed Obligations have been indefeasibly paid in full, (b) Acra Lending has terminated this Personal Guaranty, or (c) thirty (30) days after the date on which written notice of revocation is actually received and accepted by Acra Lending. Neither Broker's amendment to the terms of the Agreement nor Broker's modification of the Guaranteed Obligations will act to reduce or negate Guarantor's obligation to repay the Guaranteed Obligations. No revocation will affect: (i) the then existing liabilities of the revoking Guarantor under this Personal Guaranty; (ii) Guaranteed Obligations created, contracted, assumed, acquired, or incurred prior to the effective date of such revocation; (iii) Guaranteed Obligations created, contracted, assumed, acquired, or incurred after the effective date of such revocation pursuant to any agreement entered into or commitment obtained prior to the effective date of such revocation; or (iv) any Guaranteed Obligations then or thereafter arising under the agreements or instruments then in effect and then evidencing the Guaranteed Obligations.

Each Guarantor represents and warrants that it is a legal resident of the United States of America. Each Guarantor waives all notices to which the Guarantor might otherwise be entitled by law, and also waives all defenses, legal, equitable, otherwise available to the Guarantor.

This Personal Guaranty shall be construed in accordance with the laws of the State of California, and shall inure to the benefit of Acra Lending, its successors and assigns.

To the extent not prohibited by applicable law, each of the undersigned Guarantors waive any right to a trial by jury of any claim or cause of action based upon, arising out of, or related to this guaranty, the Agreement and all other documentation evidencing the Guaranteed Obligations, in any legal action or proceeding. Any such claim or cause of action shall be tried by court sitting without a jury.

[signatures on next page]



IN WITNESS WHEREOF, the parties hereto have executed this Personal Guaranty as of the date first written above.

By: _____

Name: _____

By: _____

Name: _____

ACCEPTED AND AGREED TO:

Citadel Servicing Corporation d/b/a Acra Lending

Authorized Signature

Printed Name of Authorized Signer

Title of Authorized Signer



Exhibit B Personal Financial Statement

Personal Financial Statement of: _____
 Company: _____
 as of: _____

An Important Note about your Privacy

Acra Lending a dba of Citadel Servicing Corporation ("Acra") agrees that the information you provide will be used by it and by its representatives solely to review the business relationship, or potential business relationship, between you and Acra and for no other purpose. Such information will be kept confidential by Acra and its representatives; provided, however, that any of such information may be disclosed only as necessary to representatives of Acra who need to know such information and who are actively and directly participating in the evaluation of the information (it being understood that such representatives shall be informed by Acra of the confidential nature of such information and shall be directed by the Acra to treat such information confidentially and for the limited purpose directed herein).

Assets	Amount in Dollars
Cash - checking /savings accounts	\$
Certificates of deposit	\$
Securities - stocks / bonds / funds	\$
Notes & contracts receivable	\$
Life insurance (cash surrender value)	\$
Personal property (autos, jewelry, etc.)	\$
Retirement Funds (eg. IRAs, 401k)	\$
Real estate (market value)	\$
Other assets:	\$
Total Assets	\$
Liabilities	Amount in Dollars
Current Debt (Credit cards, Accounts)	\$
Other Loans Payable (Car, Student)	\$
Taxes payable	\$
Real estate / mortgages	\$
Other liabilities:	\$
Total Liabilities	\$
Net Worth (Assets - Liabilities)	\$

ASSETS - Details			
Cash			
Bank Name	Available Balance		
	\$		
	\$		
	\$		
Securities: stocks / bonds / mutual funds			
Name of Security	Market Value	Date of Acquisition	
	\$		
	\$		
	\$		
	\$		
Real Estate			
Description / Location	Market Value	Amount Owed	Purchase Date
	\$	\$	
	\$	\$	
	\$	\$	
LIABILITIES - Details			
Credit Card & Charge Card Debt			
Name of Card / Creditor	Amount Due	Monthly Payment	
	\$	\$	
	\$	\$	
	\$	\$	
Other Loans Payable (Car Loans, Student Loans, etc)			
Name of Creditor	Amount Owed	Monthly Payment	Interest Rate
	\$	\$	
	\$	\$	
	\$	\$	
Mortgage / Real Estate Loans Payable			
Name of Creditor	Amount Owed	Monthly Payment	Interest Rate
	\$	\$	
	\$	\$	
	\$	\$	

The undersigned hereby warrants and represents that the foregoing information is accurate and complete as of the date indicated. Acra is authorized to make all inquiries it deems reasonably necessary to verify the accuracy of the information set forth herein to determine my credit worthiness. You are further authorized to answer any questions concerning your credit experience with me.

Signature: _____ Date: _____

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number										
					-					
					-					
OR										
Employer identification number										
					-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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



Loan Fraud Zero Tolerance

All Loan Brokers must be aware that the licensed Mortgage Loan Officer (“MLO”) under the Nationwide Mortgage Licensing System & Registry or the licensed Real Estate Broker bears the responsibility for all actions of his or her Employees or Licensees. The Broker is responsible for the content and quality of each application taken and each loan submitted to Citadel Servicing Corporation dba Acra Lending and its affiliates and subsidiaries (“Acra Lending”). **Submission of a loan application containing false information is a crime punishable by law.**

Types of Loan Fraud

- 1) Submission of inaccurate information including false statements on loan applications and falsification / forgery of documents purporting to substantiate credit, employment, deposit or asset information, personal information, including identity, ownership / non-ownership of real property.
- 2) Incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated on the Security Instrument.
- 3) Lack of due diligence by Broker / Loan Officer / Interviewer / Processor, including failure to obtain all information required by the application and failure to request information as dictated by the Borrower’s responses to other questions.
- 4) Unquestioned acceptance of information or documentation that is known or should have been known or should be suspected to be inaccurate.
- 5) Allowing an applicant or interested third party to assist with the processing of the loan.
- 6) Broker’s non-disclosure of relevant information.

Consequences

The effects of Loan Fraud are costly to all parties involved. Acra Lending stands behind the quality of its loan production. Fraudulent loans cannot be sold to investors in the Secondary Market and if sold, will require repurchase. Fraudulent loans damage Acra Lending’s reputation with those investors. The price paid by those who participate in Loan Fraud is even more costly. The following is a list of some of the potential consequences that may be incurred.

Consequences to the Broker

- 1) Criminal prosecution;
- 2) Loss of licenses;
- 3) Civil Action by Acra Lending or other parties to the transaction; and
- 4) Immediate loss of approval to business status with Acra Lending.

I have read the foregoing and fully understand Acra Lending’s position on Loan Fraud. Neither this Broker nor any party acting this Broker’s behalf will knowingly and / or willfully engage in the practice of Loan Fraud that results in the origination and subsequent submission of a fraudulent loan to Acra Lending.

Signature of Broker

Date

Signature of Principal Officer

Date

Printed Name and Title

Printed Name and Title



Loan Originator Compensation and Anti-Steering Attestation Agreement

Effective as of April 01, 2011, the Federal Reserve Board implemented a change to Regulation Z compensation and anti-steering changes under the Truth in Lending Act (TILA).

The new Federal Reserve rules affect all mortgage loan originators without exception. In compliance with loan originator compensation rules under the Federal Truth in Lending Act (TILA) as well as Regulation Z and amendments, you hereby attest and affirm the following with no reservations to Acra Lending. That for any and all loan transactions you deliver to Acra Lending the following is true:

- 1) Neither the seller nor any other party has paid compensation based on the interest rate or other prohibited terms and conditions under the aforementioned regulations.
- 2) For the purpose of increased originator compensation, no consumer has been steered into a product or program by a loan originator.

Loan Origination Company

Name

Signature

Date



Roster of Mortgage Loan Originators and Loan Processors

Please list all loan officers (“LO”) and loan processors (“LP”) originating and processing loans on behalf of your company. Please indicate if the person is an LO or LP, or performs both duties in the corresponding column.

	Name (If LO, name must correspond to NMLS records)	City and State	NMLS ID No.	Email Address (Used for Login)	Phone Number	MLO, LP, or Both	State(s) Licensed
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
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22							
23							
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28							

Please Note: You may provide your own list of loan officers and loan processors in a spreadsheet format.
 Intended for information only and not intended or authorized for consumer or public distribution.