



First GuarantyTM

FINANCIAL CORPORATION

**3 HUTTON CENTRE STE 150
SANTA ANA, CA. 92707
(714) 429-1212 FAX (714) 850-9328**

DATE: _____

ATTN: _____

THANK YOU FOR YOUR INTEREST IN THE WHOLESALE LENDING SERVICES OF FIRST GUARANTY FINANCIAL CORP! IN THE ENCLOSED PACKAGE YOU WILL FIND THE FOLLOWING:

- BROKER FILE CHECKLIST
- MORTGAGE BROKER APPLICATION
- MORTGAGE LOAN BROKERAGE AGREEMENT
- ADDENDUM TO BROKER CONTRACT
- CORPORATE RESOLUTION
- W-9

THANK YOU AGAIN FOR YOUR INTEREST IN FIRST GUARANTY FINANCIAL. WE LOOK FORWARD TO HEARING FROM YOU IN THE NEAR FUTURE.

SINCERELY,

TITLE: _____

ENCLOSURES



BROKER APPLICATION CHECKLIST

Name of Broker Applicant (Include dba if Applicable) _____ (City) _____

FGFC Regional Account Manager _____

- _____ Wholesale Lending Application (4 Pages). List Principal Officers, Owners, and Social Security Numbers and list at least FOUR references, names, and current telephone numbers. (See Page 2)
- _____ Include THREE approval letters from current lenders that you fund loans with.
- _____ Mortgage Loan Brokerage Agreement (Complete item VII)
- _____ Addendum to Broker Contract Regarding Fraud
- _____ Current Profit & Loss plus Balance Sheet. (IF requesting HUD approval, submit previous year Certified Audit).
- _____ Sole Proprietor (If Applicable)
- _____ Corporate Resolution (If Applicable)
- _____ Article of Incorporation, Partnership Agreement, etc (As Applicable)
- _____ Resume(s) of all Officers and Owners
- _____ A copy of "BROKER'S" License, "BRANCH" License and "CITY" Business License
- _____ W-9 Taxpayer Identification Number (IRS Form)
- _____ IF you wish to originate VA loans, include a check Payable to Department of Veterans Affairs for \$100.
- _____ Do you have other branches you want approved? If so, provide details & include Branch License.



First GuarantyTM

FINANCIAL CORPORATION

WHOLESALE LENDING APPLICATION

Initial Application
 Annual Renewal

COMPANY PROFILE:

Legal Company Name

Address

City/State/Zip

(_____) _____ - _____ (_____) _____ - _____ Tax ID#: _____
Telephone Fax

Company Website

Company Structure (please circle one): Corporation / Sole Proprietor / Partnership / Limited Liability Company

Date Established: ___/___/___, if incorporated: Date ___/___/___ and under laws of: _____

Company's Fiscal Year End (mm/dd): ___/___ Number of years in residential lending: _____

Name of Parent Company (if applicable): _____

List additional originating branch addresses (attach page if necessary): _____

Primary Markets: Please indicate in what geographical markets you are originating production (list city and state).

Licensing: _____ State _____ Department of Real Estate _____ Department of Banking and Finance

(If license has expired, please submit renewal information)

List Contact Personnel

Please print or type clearly

| | Name | Phone | Fax |
|----------------------|------|-------|-----|
| Primary Contact | | | |
| Email Address | | | |
| Underwriting Contact | | | |
| Email Address | | | |
| Processing Contact | | | |
| Email Address | | | |
| Sales Manager | | | |
| Email Address | | | |
| Loan Officer | | | |
| Email Address | | | |
| Loan Officer | | | |
| Email Address | | | |
| Loan Officer | | | |
| Email Address | | | |
| Loan Officer | | | |
| Email Address | | | |
| Loan Officer | | | |
| Email Address | | | |
| Loan Officer | | | |
| Email Address | | | |

FGFC Account Executive: _____

Agency Approvals:

| | Approval Date | ID Number |
|--------------------------|---------------|-----------|
| 1) ___ FHA – DE | ___/___/___ | _____ |
| 2) ___ FHA – Sponsorship | ___/___/___ | _____ |
| 3) ___ VA | ___/___/___ | _____ |
| 4) ___ VA – Authorized | ___/___/___ | _____ |
| 5) ___ Other | ___/___/___ | _____ |

Have any of your lending privileges ever been suspended or terminated by any of the foregoing organizations, by any other state or federal regulatory authority, or by any mortgage insurance company?_____ If yes, please attach detailed letter of explanation.

Has your firm or any of its principals ever had any license revoked or suspended?_____ If yes, please attach detailed letter of explanation.

The two(2) year period immediately preceding the date of this application, has Applicant been subjected to: (i) any demands for repurchase of sold loans from investors; (ii) indemnification against losses by any investor or mortgage insurance company; or (iii) rescission of any private mortgage insurance policies?_____ If yes, please attach detailed letter of explanation.

Company Ownership: Please list all principals with 5% ownership interest or greater: All individuals listed hereby authorize FIRST GUARANTY FINANCIAL CORPORATION to obtain credit information as part of the approval/annual review process.

| | | | |
|---------------------------|---------------------|-------------------------------------|--------------------|
| 1. _____ Owner/Officer | _____% Ownership | ____-____-____ Social Security # | _____ Signature |
| 2. _____ Owner/Officer | _____% Ownership | ____-____-____ Social Security # | _____ Signature |
| 3. _____ Owner/Officer | _____% Ownership | ____-____-____ Social Security # | _____ Signature |
| 4. _____ Owner/Officer | _____% Ownership | ____-____-____ Social Security # | _____ Signature |

Origination/Servicing Volume:

Last Years Originations: \$ _____ # _____, \$ _____ # _____, \$ _____ # _____, \$ _____ # _____
Conventional
Jumbo
FHA
VA

Projected production volume to be sold to FGF: \$ _____ per year.

References: Please list four Lenders with whom you are currently approved. Also provide a contact person, phone number and a copy of your approvals.

- Lender: _____ Contact: _____ (____) _____ - _____
- Lender: _____ Contact: _____ (____) _____ - _____
- Lender: _____ Contact: _____ (____) _____ - _____
- Lender: _____ Contact: _____ (____) _____ - _____
- Warehouse Bank: _____ Contact: _____ (____) _____ - _____
- Warehouse Bank: _____ Contact: _____ (____) _____ - _____

OTHER INFORMATION:

(PLEASE CIRCLE)

- Have you ever sold loans to FGF? YES NO
- Are you in the process of a merger or acquisition? (If yes, supply full details) YES NO
- If needed, would a Parent Guaranty be available? YES NO
- Are you a subsidiary of a builder or developer? YES NO
- Are you involved in any litigation, or is there any litigation pending between you and any investor or government agency? (If yes, please attach detailed letter of explanation) YES NO
- Has an officer, director, or major stockholder been affiliated with any company/business that was suspended by FHA, VA, FNMA, FHLMC, GNMA, and/or subject to voluntary or involuntary bankruptcy proceedings? (If yes, please attach detailed letter of explanation) YES NO
- Has your company had any unfavorable findings (in addition to the above) with regard to mortgage operations or servicing activities included in any audit, examination, or report by FNMA, FHLMC, HUD, VA, GNMA, OTS or any regulatory or investigatory agency? (If yes, supply full details) YES NO
- If you are a financial institution, does your institution meet all FIRREA requirements? YES NO
- Does your company have a quality control spot check and/or internal audit system which review the authenticity of the information contained in your loans? YES NO
- Does your company follow FNMA and/or FHLMC requirements in loan origination, processing, and closing? (If no, please provide a description of your company's procedures) YES NO
- Are any officers and employees excluded from the fidelity insurance or errors and omissions coverage? YES NO

DOCUMENTATION:

THE FOLLOWING DOCUMENTATION MUST BE INCLUDED WITH APPLICATION AS ATTACHMENTS:

1. Original Wholesale Lending application, executed and signed by authorized senior officer.
2. Mortgage Loan Brokerage Agreement signed by authorized senior officer.
3. Current Profit and Loss Statement plus balance sheet. IF requesting FHA sponsorship approval, include last Certified Audit provided by HUD.
4. Corporate Resolution of signatory authority, if you are a corporation.
5. Articles of Incorporation (if a corporation); Partnership Agreement (if a partnership).
6. List all principal officers including social security numbers and individuals owning 5% or more.
7. Copy of Broker License, Branch License and Business License.
8. Copy of Licenses for states where you originate loans that you wish to fund with FGFC (check our website for eligible states)
9. Copy of all applicable broker/business license(s), certification, etc. for all states in which you originate mortgage loans. (I.e., Broke, Officer, State, etc.)
8. Fully executed "Request for Taxpayer ID Number & Certificate" (IRS Form W-9).
9. Copy of Quality Control Procedures, if requesting our sponsorship for HUD.

IN ADDITION TO THE ABOVE, THE FOLLOWING DOCUMENTS (AS APPLICABLE) MUST BE INCLUDED IF YOU WILL BE SUBMITTING FHA AND/OR VA TRANSACTIONS TO FGF:

10. Copy of HUD approval showing your HUD/FHA 10 digit identification number on Form HUD 92001-E OR Form HUD -11701/92001 (8/97).
11. \$100 Check made payable to Department of Veterans Affairs. If you are VA approved, write your 11 digit identification number on your check.

During the relationship with First Guaranty Financial Corporation, your firm will be required to submit as an Approved Broker, unaudited financial statements, and as an Approved HUD Correspondent, audited financial statements on an annual basis, and interim (unaudited) financial statements on a quarterly basis. All financial statements should be prepared in accordance with GAAP, consistently applied and signed by the preparer. Additionally, your firm will be required, from time to time, to provide any additional information as FGF may deem necessary. Applicant may also be required to provide any additional documentation or information regarding any of the matters addressed in this Mortgage Loan Brokerage Application.

GENERAL CERTIFICATION:

The undersigned Applicant hereby certifies that all statements in this Application and all other information provided by applicant in connection with this Application to First Guaranty Financial Corporation is in all respects true, accurate, and complete and does not contain any untrue statement of material fact or omit to state a materiel fact necessary to make such statement(s) not misleading. Applicant will immediately notify First Guaranty Financial Corporation of any changes to such statements or other information necessary to maintain this certification at all times.

First Guaranty Financial Corporation is hereby authorized to obtain verification and references from any source named herein.

By executing this Application, Applicant, covenants to First Guaranty Financial Corporation that at no time will Applicant Represent that it is acting as an agent for, or on behalf of, First Guaranty Financial Corporation.

This Application, when approved, shall become part of the Mortgage Brokerage Agreement with First Guaranty Financial Corporation. This Application is effective as of _____, _____, and has been executed by a duly authorized officer of Applicant Company.

Applicant Firm Name:

By: _____
Signature of Authorized Officer

Printed Name: _____

Title: _____



MORTGAGE LOAN BROKERAGE AGREEMENT

This Agreement is made as of the latest date shown below by the undersigned BROKER, hereinafter referred to as "Broker"), **FIRST GUARANTY FINANCIAL CORPORATION** (hereinafter referred to as "**FGF**") a California corporation.

RECITALS

Whereas, Broker is in the business of originating, processing and submitting for approval to mortgage banking firms and financial institutions on behalf of individual borrowers, applications for loans to be secured by real property; and, being duly authorized and licensed by all applicable regulatory agencies to do so, does hereby submit to enter such a relationship with **FGF**.

FGF, being a fully licensed mortgage banking firm, and as such, is in the business of making such loans, in consideration of such a relationship wherein **FGF** may consider the acceptance of such loan applications, **FGF** requires the Broker to fully execute the following as a stipulation of agreement to enter such relationship.

NOW, THEREFORE, in consideration of the foregoing premises, and on the terms and conditions hereinafter set forth, is the agreement of the parties hereto.

I. GENERAL TERMS, to which the parties hereto do hereby agree:

A. Nothing contained in this Agreement or in connections with Broker's submission of any loan application package to **FGF** shall create or be deemed to create a partnership, joint venture, agency or employment relationship between Broker and **FGF**. Broker shall be exclusively responsible for all of its own costs and expenses in connection with Broker's business and loan processing. Broker represents and warrants that Broker is not in any way affiliated or connected with **FGF**, including any representation that Broker's office is an office or branch of **FGF**.

B. Periodic examinations, at reasonable times and upon reasonable notice to Broker, may be performed by **FGF** and/or their agents and representatives to audit Broker's organization, procedures and practices and to examine such records and policies relating to mortgage loan packages as may be necessary to satisfy **FGF** that Broker has the ability to perform the duties respective to originating and processing such loan packages, and Broker herein acknowledges the authority hereunder of **FGF** to perform such review audits.

C. The contents of all loan packages submitted to **FGF** shall immediately become the property of **FGF**, and all information therein may be subject to **FGF** independent verification. Failure or delay by **FGF** to audit any Loan or to exercise any right, or to enforce any of its rules or regulations shall not act as a waiver of any other right, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and shall not prevent **FGF** from exercising any right or remedies, or enforcing any rule or regulation in the future. All remedies shall be cumulative and nonexclusive.

D. Nothing contained in this Agreement shall obligate **FGF** to approve or fund the loan requested by any loan application submitted by Broker. The loan shall be deemed approved only upon the delivery of **FGF**'s express written approval, and shall be funded only after such time as Broker has delivered to **FGF** any and all conditions placed on such approval, provided such condition(s) are to the satisfaction of **FGF**, and the funding of any loan submitted and approved hereunder, in the case of an Approved Broker, shall be in the name of **FGF**, and in the case of an Approved HUD Correspondent, shall be in the Correspondent's name.

E. This agreement shall commence as of the latest date entered below and shall continue for a period of; one year, or, the valid term remaining of any required license or any other certification of authorization to transact business as hereunder intended, as may be required by applicable Federal, State or Local law and/or statute of the governing agency and/or authority, at which time continued submission of any loan application will be conditional upon evidence of Broker's continued ability to perform under those licenses and authorizations, as well as the terms of this agreement.

F. Broker agrees that this Agreement supersedes all previous agreements entered into between the parties hereto and the terms and condition hereof shall apply to and govern all loan brokerage transactions heretofore and hereafter conducted between Broker and **FGF**.

G. The entering into this agreement does not prevent **FGF** from subsequently revoking it's agreement to participate hereunder nor shall it restrict **FGF** from otherwise pursuing any of its rights and remedies as set forth in this agreement should **FGF** determine that Broker did not or does not satisfy **FGF**'s Eligibility Standards or those of any applicable regulatory agency or authority.

H. This agreement may otherwise be terminated by either party, at any time, upon written notice to the other party; provided, however, that the obligations contained herein shall survive such termination.

I. This agreement shall be deemed to be a Contract, its terms and conditions shall be governed by and construed in accordance with the Laws of the State of California and the obligations, rights and remedies of the parties hereto shall be determined in accordance with such laws without regard for the principles of conflict of law; and individual loans shall be governed by the laws of the state in which the property is located with regard to any performance at issue relative to the property and/or the respective loan transaction.

J. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled by the decree of those proceedings.

K. Where applicable by Law, either party hereto may commence neutral arbitration proceedings against the other to resolve any dispute. Such arbitration proceedings, when acceptable by law, shall be governed by the Commercial Arbitration Rules of the American Arbitration Association as they may be amended from time to time. The parties hereto do hereby agree that where acceptable by Law, such arbitration shall be the exclusive means of resolving disputes between them and that they shall be bound by the decree of such arbitration.

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

M. This Agreement, and the rights and duties hereunder are personal to Broker, and accordingly, Broker shall have no right to, and shall not assign, sell or transfer any rights arising hereunder, nor delegate any of Broker's duties and obligations undertaken hereby; and **FGF** shall have the right to assign its rights and duties hereunder without Broker consent or approval, and Broker terms, duties, obligations, covenants, representation and warranties shall remain valid and enforceable for **FGF'S** successors and or assigns.

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

II. BROKER RESPONSIBILITIES shall include, at Broker's expense:

A. During the term of this agreement, Broker shall maintain in effect all applicable licenses, permits, approvals and/or authorizations as may be required by applicable Federal, State and local Agency requirements, regulations, codes and statutes (Laws), as stipulated by any and all governing authorities and shall at all times comply by those Laws.

B. Broker is and at all times during the term of this agreement shall remain familiar with and perform its duties hereunder in accordance with all Federal, State and local governing Agency Laws applicable to each loan application including, but not limited to usury limitations, Truth-In-Lending, Real Estate Settlement Procedures Act, Equal Credit Opportunity Act, Consumer Credit Protection Act, Flood Disaster Protection Act, etc., all as amended from time to time.

III. BROKER REPRESENTS and WARRANTIES to FGF, as of: (i) the time any loan package is submitted to **FGF**, and (ii) as of the time the loan is funded and closed, that:

A. Loan application packages shall be prepared and presented in accordance with such programs, procedures and fee schedules as **FGF** may establish and/or make available from time to time.

B. Any Loan submitted by Broker shall contain all information and documentation as required by **FGF** and/or its investors and regulatory agencies (i.e., FNMA, FHLMC, GNMA, Warehouse/Collateral Banks), including but not limited to, the Loan Application itself, consumer credit disclosures, credit reports, verifications of deposit, employment's, loans, appraisals, security instruments and other applicable disclosure statements.

C. Each loan application package shall contain such information as **FGF** may require to determine its acceptability, including but not limited to applicant's income and credit history, current financial condition, and other information as **FGF** may require.

D. Information and verification of information included in loan packages submitted by Broker shall have been obtained using customary and prudent standards generally accepted in the lending industry and regulatory agencies, and no Borrower shall have had in its direct or indirect possession or control any credit, income, or deposit verification document submitted to **FGF** with respect to any Loan.

E. The information contained in any Loan package submitted by Broker shall be true and correct in all material respect, is free of fraud and misrepresentation, and shall not fail to disclose any fact or circumstance that might reasonably be material to **FGF** as part of its underwriting and or closing review. **BROKER UNDERSTANDS THAT BY MAKING THIS WARRANTY CONTAINED IN THIS SUBPARAGRAPH, IT IS WARRANTING THE ACCURACY OF ALL INFORMATION CONTAINED IN ANY LOAN PACKAGE SUBMITTED BY IT'S FIRM OR IT'S AGENTS AND/OR REPRESENTATIVES TO FGF, WHETHER OR NOT BROKER HAS KNOWLEDGE OF, OR REASON TO SUSPECT ANY INACCURACY.**

F. In the event it is determined or otherwise learned that any material misstatement has been made by the Broker or Broker's agent and/or representative in connection with a Loan, or either knowingly aiding a Borrower to do the same, or, any misrepresentation or fraud exists in a Loan, whether before or after **FGF** acts on the submission of the Loan, Broker hereby acknowledges and agrees that **FGF** may report such instances to appropriate state or federal regulatory authorities or law enforcement agencies.

G. Broker agrees to indemnify and hold **FGF**, its successors and/or assigns, or other Agency harmless from and against any and all claims, actions, liabilities or damages arising either directly or indirectly therefrom, including, but not limited to, attorney's fees, judgments or other expenses incurred as a result of providing this information to others.

IV. BROKER COVENANTS that Broker shall indemnify and hold **FGF** and its directors, officers, agents, employees, successors, and assigns harmless from and against, and shall reimburse the same with respect to any and all loss, damage, claim, liability, cost and expense, including attorney's fees, from any cause whatsoever, incurred by reason of or arising out of or in any way connected with, (a) any breach of any representation or warranty contained in this Agreement, (b) Broker's failure to perform any obligation hereunder, (c) any claim by a Borrower resulting from **FGF** failure or refusal to fund a Loan, and (d) Broker's negligence or willful acts in connection with any Loan package submitted by Broker.

Broker's obligation to fully indemnify **FGF** under this Agreement shall not be affected by **FGF** taking any of the following actions with or without notice to Broker: (a) liquidation, repayment, retirement, or sale or resale of any Loan; (b) foreclosure of any loan; or (c) sale or resale of the property securing any Loan. **FGF** rights and remedies with respect to any breach of the representations, warranties, and covenants of Broker contained in this Agreement will survive delivery and funding of any Loan submitted by Broker and the termination or expiration of this Agreement.

V. FEES and COMMISSIONS, or other consideration payable to Broker with respect to any Loan shall be paid only after **FGF** deducts from Loan proceeds all of its fees and charges. No fee shall be owed to Broker on account of any proposed Loan, which is not funded and closed.

A. **FGF** is not responsible for errors in loan fees or expenses unless an itemized accounting of such fees is submitted to **FGF** by Broker no later than 24 hours prior to loan documents being drawn and said fees are confirmed by **FGF**.

B. From time to time **FGF** may require an Up-Front Lock Fee and shall reserve the right to collect said fee directly from Broker. Should **FGF** exercise the right to charge an Up-Front Lock Fee, said fee shall be due and payable at time of assessment. Broker represents that, where restricted by law or agency, said fee shall not be charged to, collected or otherwise accepted by the Broker as compensation for the Up-Front Lock Fee from the Borrower.

C. Broker represents that compensation requested from and paid to Broker by **FGF** relative to any mortgage loan funded by **FGF** as a result of Broker's submission, shall not exceed fair market value of services rendered and that said services have in fact been rendered and that such fees and compensation have been duly disclosed to the appropriate parties, and further warrants that Broker will accept no additional compensation from applicant, except as may be prescribed by applicable Law.

D. Final settlement of all amounts due Broker as a result of a Loan closing shall be made after any and all outstanding conditions to the loan closing have been satisfactorily delivered to **FGF**, and confirmation of recording of applicable security instruments has been obtained by **FGF**. Broker agrees it is the responsibility of the broker to submit all loan closing conditions prior to closing of the loan.

VI. THIS AGREEMENT, is the entire agreement between Broker and **FGF** with respect to the matters set forth herein and supersedes all other agreements. No additions or modifications to this Agreement shall be valid unless set forth in writing and signed by the parties to this Agreement.

A. All notices hereunder shall be in writing and shall be deemed to have been given, made, and received only upon delivery, postage prepaid, certified or registered, return receipt requested, at the respective addresses appearing below, or at such address as may be reported in accordance with this subparagraph one party to the other.

CORRESPONDENT:

(Print or Type Company Name)

ADDRESS:

HUD ID NUMBER:

**FIRST GUARANTY FINANCIAL CORPORATION:
CORPORATE OFFICE**

**3 Hutton Centre Drive Ste 150
Santa Ana, Ca. 92707**

TAX ID NUMBER:

VA ID NUMBER:

VII. IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the latest date shown.

BROKER _____

BY _____
(Authorized Officer/Signature)

TITLE: _____

DATE: _____

FIRST GUARANTY FINANCIAL CORPORATION

BY: _____
(Authorized Officer/Signature)

TITLE: _____

DATE: _____

**FIRST GUARANTY FINANCIAL CORPORATION
HUD ID #7223000004
VA LAPP #8859800000**

CORPORATE RESOLUTION

Board of Directors

A special meeting of the Board of Directors of _____,
a _____ Corporation, located at _____

do hereby consent to the following action as of this date: _____.

BE IT RESOLVED, that the following individuals are authorized and empowered to enter into contracts to facilitate the business transaction between said corporation and First Guaranty Financial Corporation.

Name

Title

Name

Title

Name

Title

or any one or more of them, be and each of them is hereby authorized and empowered in the name and on behalf of this corporation and under its corporate seal, from time to time while this resolution is in effect, to execute any and all agreements, contracts, assignments, documents, notes, and other papers in connection with the origination and sale of Government and Conventional loans, and furnish any information required or deemed necessary by First Guaranty Financial Corporation.

Witness my hand and seal of office on this _____ day of _____, _____

Corporate Secretary

{Corporate Seal}



**ADDENDUM TO BROKER CONTRACT REGARDING FRAUD,
FIRST PAYMENT DEFAULTS, AND SOLICITATION FOR REFINANCE**

This addendum further clarifies the covenants and warranties section of the broker/FGFC contract, and is a valid and enforceable part of the overall agreement.

1. In the event a borrower evidences a first payment default (i.e. – never makes the first payment or subsequent payments at all) that is not due to death, serious injury or medical situations or a natural disaster beyond their control, FGFC shall consider this circumstance as fraudulent intent on the part of the borrower. The broker shall be responsible for return to FGFC of any service premiums or rebates paid above par, and or up to the amount of any commissions paid to them by FGFC. Repayment shall be due within ten days of written notice by FGFC, after attempts by FGFC/Broker to achieve payments have failed.
2. Recapture loss: Broker understands that FGFC has obligations to it's secondary market investors in most cases for loans that pay off within 120 days of the first payment. On loans without prepayment penalties, the broker agrees not to solicit borrowers for refinances such that FGFC and its investor are paid off within 120 days of the first payment date.

Broker: _____

By: _____

Its: _____

Date: _____

| | | |
|--|--|---|
| Form W-9 (Rev. October 2004) Department of the Treasury Internal Revenue Service | Request for Taxpayer Identification Number and Certification | Give form to the requester. Do not send to the IRS. |
| Name (as reported on your income tax return) | | |
| Business Name, if different from above | | |
| Check appropriate box: | <input type="checkbox"/> Individual/ proprietor | <input type="checkbox"/> Sole Corporation |
| | <input type="checkbox"/> Partnership | <input type="checkbox"/> Other ▶ _____ _____ |
| Address (number, street, and apt. or suite no.) | | Requester's name and address (optional) |
| City, state, and ZIP code | | |
| List account number(s) here (optional) | | |
| Part 1: 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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part 1 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 chart on page 4 for guidelines on whose number to enter. | | Social security number or Employer identification number |
| Part 2: 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. person (including a U.S. resident alien). Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.) | | |
| Sign Here | Signature of U.S. person ▶ | Date ▶ |

By signing above, I understand that any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, women-owned or Veteran or Service-Disabled Veteran-Owned Small Business concern in order to obtain a contract awarded under the Small Business Act shall 1) be punished by imposition of fine, imprisonment or both, 2) be subject to administrative remedies including suspension and debarment, and 3) be ineligible for participation in programs conducted under the Authority of the Act.

Required Federal Business Classification Information

- | | | |
|---|------------|-------------|
| Large Business Concern: Dominant in field of operations per Federal Acquisitions Circular (FAC 9.201) | (LBC) | Y ___ N ___ |
| Small Business Concern: Independently owned and operated, and meets industry size and receipt requirements for small businesses per SBA13 CFR 121, Section 3 of the Small Business Act. | (SBC) | Y ___ N ___ |
| Woman-Owned Small Business: Is a small business and at least 51% owned and controlled by one or more women who are U.S. citizens and have active involvement in day-to-day operations. | (WOSB) | Y ___ N ___ |
| Small Disadvantaged Business: SBA certified; minimum 51% owned, controlled and operated day-to-day by one or more socially and economically disadvantaged individuals.* | (SDB) | Y ___ N ___ |
| Historically Black Colleges/Universities and Minority Institutions: | (HBCU/MI) | Y ___ N ___ |
| HUB Zone Small Business: SBA certified; is small and is located in an "historically underutilized business zone" and is owned and controlled by one or more US citizen(s) and at least 35% of employees reside in SB HUB zone. | (HUB Zone) | Y ___ N ___ |
| Veteran-Owned Small Business: Is a small business and is at least 51% owned, controlled and has active involvement in day-to-day operations by one or more U.S. veterans. | (VOSB) | Y ___ N ___ |
| Service-Disabled Veteran-Owned Small Business: VOSB and with a disability that is service connected; may include spouse/caregiver of veteran with permanent or severe disabilities. | (SDVOSB) | Y ___ N ___ |

*SDB Ethnicity Definitions (Please check one): African American ___; Hispanic American ___; Native American (American Indian, Eskimo, Aleut & Native Hawaiian) ___; Asian-Pacific American ___; Asian-Indian American ___.