

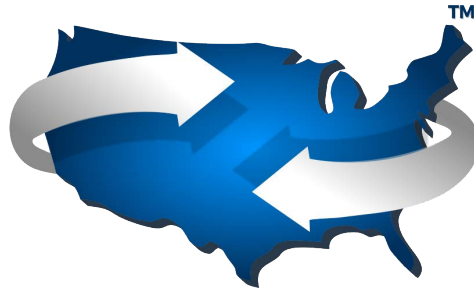
NATIONWIDE SIGNING SERVICES

Signing Agent,

We greatly appreciate your interest in joining our network of dependable, professional representatives. Our hope is to proactively address any and all documents required by our clientele, as well as the documents we require, in order to swiftly distribute future assignments. Please execute all requested information and documentation where applicable. Take notice that each document has been prepared with a form filling option to allow typewritten entry. Please use this option when available.

- Please note that the attachments titled 10. CFPB New Signing Process and 10a. Five Things Signing Agents Need to Know are for review and do not need to be returned to us.
- If you are new to the Signing Agent industry and are **not yet a notary**, please contact your state's Secretary of State or use the convenience and expedited process with the National Notary Association™ (NNA) found at www.nationalnotary.com.
- If you have your notary commission and are prepared to **become a Notary Signing Agent** (NSA), which will confirm your designation as approved for the majority of our clientele, we suggest you use the NSA Training and Certification™ option provided by the NNA and found at <https://www.nationalnotary.org/signing-agent/become-a-signing-agent>.
- If you are a current Notary Signing Agent and simply **need to renew your background screening** (required to renew annually) and/or if you need to complete the Notary Signing Agent Exam, go to <https://www.nationalnotary.org/signing-agent/renew-a-signing-agent>.

Along with completing, printing and signing the documents attached to the email you received, please forward a copy of your **background screening details**. If you are not comfortable with revealing the detail of your background screen, please understand you may not become approved with some of our clients.



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement (the "Agreement") is made this ____ day of _____, _____ between **Nationwide Signing Services, LLC** hereinafter referred to as "Company", located at **925 W. Baseline Road, Suite 105-H2, Tempe, AZ 85283** and _____ located at _____ hereinafter referred to as "Contractor." The Company and Contractor shall collectively referred to as the "Parties".

RECITALS

WHEREAS, the Company desires to retain the services of the Contractor as an independent contractor to perform certain tasks as set forth below.

WHEREAS, Contractor desires to enter into this Agreement and perform as a Contractor for the Company and is willing to do so on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in the Agreement, the Parties agree as follows:

1. THE SERVICES

(a) During the Term of this Agreement, Contractor desires to provide signature and notary services. Each transaction shall hereinafter be referred to as a "Project." To obtain a Project, Contractor shall notify the Company when Contractor is available to accept Projects. If the Company has any available Projects on those days, the Company will notify the Contractor. If multiple contractors are available that day, the Company shall generally notify contractors based on their proximity to the Project. Contractor may elect which available Project(s) to accept. However, Contractor is under no obligation to accept any of the available Projects and may decline to accept any or all of them. If Contractor accepts a Project, Contractor shall make arrangements with the relevant persons to provide the signature and notary services. The services to be provided by Contractor under this Agreement shall be referred to hereafter as the "Services."

(b) Contractor may elect the manner in which the Services are to be performed; provided, however, that Contractor shall perform all work in a professional manner and shall meet or exceed the standards prevailing in Contractor's industry or profession among those providing similar services. Contractor represents to the Company that Contractor is qualified to perform the Services described herein, and needs and expects no training or supervision from Company. The Company shall not have the right to control the means or manner of Contractor's Services.

(c) Contractor has no obligation to accept any Project offered by the Company, and may choose, in its sole discretion, which Projects it wishes to accept. Contractor is free to decline all Projects and is not under any obligation to be available to accept Projects. Moreover, the Company does not guaranty that it will have available Projects at any given time. The Company may, in its sole discretion, decide not to offer any Projects to the Contractor or may decide to offer Projects to another contractor before or instead of offering them to Contractor.

(d) The Agreement does not dictate the time of performance. Contractor is not required to follow or establish a regular or daily work schedule. Contractor may choose how many Projects to accept, how often to accept Projects, and when it will accept Projects.

(e) The Company shall not provide any tools or materials to Contractor. Contractor shall supply all necessary equipment, materials and supplies. The Company will not combine business operations with the Contractor and will maintain operations separately from the Company. Contractor will not rely on the equipment or offices of the Company for completion of tasks and duties set forth pursuant to this Agreement. Any advice given to Contractor regarding the Services shall be considered a suggestion only, not instructions. Contractor is responsible to obtain, at its own expense, any licenses or certifications necessary to provide the Services.

(f) Contractor shall be responsible for keeping and maintaining all notary journals, as required by applicable law or licensing requirements, of any Projects completed by Contractor. Contractor shall make the notary journals available to the Company to inspect during normal business hours and upon receiving reasonable notice from the Company.

(g) Contractor shall not be entitled to engage in any activities for or on the Company's behalf which are not expressly set forth by this Agreement.

2. COMPENSATION

(a) The Company does not set a salary or hourly rate for the Contractor.

(b) Contractor shall be entitled to compensation for performing those tasks and duties related to the Services.

(c) After completing a Project, Contractor shall submit an electronic Order Completion Report to the Company. The Company shall pay all undisputed fees in accordance with Section 2(b) within 30 days after the Company's receipt of the Order Completion Report submitted by Contractor.

3. OTHER BUSINESS ACTIVITIES

(a) Contractor holds itself out as a separate business entity independent of the Company. Contractor is not required to perform work exclusively for the Company. Contractor may conduct tasks or activities similar to the Services rendered hereunder for entities, other than the Company.

(b) Contractor shall obtain, at its own expense, all business registrations, licenses and certifications necessary to perform the Services. At the Company's request, Contractor agrees to

supply the Company with proof of any licenses or certifications required to perform the Services pursuant to this Agreement.

4. INDEPENDENT CONTRACTOR STATUS

(a) The Agreement does not constitute a hiring by either party. The Parties intend that Contractor shall have an independent contractor status and not be an employee for any purpose, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, Internal Revenue Code Section 401(k), and other benefit payments and third party disability claims.

(b) This Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Contractor and the Company for any purpose. Contractor has no authority (and shall not hold itself out as having authority) to bind the Company, and Contractor shall not make any agreements or representations on the Company's behalf without the Company's prior written consent.

(c) Contractor will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by the Company to its employees, and the Company will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining workers' compensation insurance on Contractor's behalf. Contractor shall be responsible for, and shall indemnify the Company against, all such taxes or contributions, including penalties and interest.

(d) Contractor recognizes and understands that it will receive an IRS 1099 Statement, and Contractor will be required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions or applicable Federal and State law.

5. WORKS FOR HIRE

(a) The Company is, and shall be, the sole and exclusive owner of all right, title and interest in and to all the results and proceeds of the Services performed under this Agreement. If in furtherance of, as part of, or as a result of the Services, Contractor (either alone or with others) makes, conceives, creates, discovers, invents, produces, drafts, or reduces to practice any invention, modification, discovery, design, development, improvement, process, software program, works of authorship, research, memoranda, documentation, formulas, data, technique, know-how, notes, diagrams, architecture, source code, designs, models, or prototypes (hereafter the "Work Product"), whether in hard or electronic format, and whether in draft, working, or final form, such Work Product is the sole and exclusive property of the Company and shall be considered "works made for hire" as that term is defined under United States copyright law and for purposes of determining copyright ownership. If the Work Product is not or is ever deemed under any applicable law not to be a work made for hire, then Contractor hereby and without further compensation irrevocably transfers and assigns to the Company, its successors and assigns, ownership of all Work Product and all available information relating thereto, including drafts,

research, and models. Upon the request of the Company, Contractor shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist the Company to prosecute, register, perfect, record or enforce its rights in any Work Product. Contractor shall require each of its employees and contractors to execute written agreements securing for the Company the rights provided for in this Section 5 prior to such employee or contractor providing any Services under this Agreement.

6. CONFIDENTIALITY AGREEMENT

(a) Contractor acknowledges that it will have access to information that is confidential, including, without limitation, trade secrets and Works for Hire, the terms of this Agreement, customer identities and lists, marketing strategies, business operations and strategies, private information belonging to clients or third parties viewed or obtained by Contractor in connection with providing the Services, and any other information of any kind which would be deemed confidential, in each case whether spoken, written, printed, electronic or in any other form or medium (collectively, the “Confidential Information”).

(b) Contractor agrees that all Confidential Information belongs to the Company. Contractor further agrees that Contractor shall hold Confidential Information in the strictest of confidences and will not, directly or indirectly, (i) disclose Confidential Information to any third party; (ii) transmit, convey, copy, or otherwise make accessible the Company’s Confidential Information to any third party or any other person outside the Company who is not authorized to view it; (iii) use or allow use of the Confidential Information for the benefit of Contractor or any third party except as expressly allowed by Company in writing; or (iv) disclose the Confidential Information to others within Contractor’s organization unless the employees, agents, officers, directors and shareholders to whom such information is disclosed have agreed in writing to the terms of this Agreement. Contractor shall take all reasonable actions that Company deems necessary or appropriate from time to time to prevent unauthorized use or disclosure of, or to otherwise protect Company’s interest in the Confidential Information. Moreover, to ensure the proper handling of Confidential Information, Contractor shall not save any customer real estate or loan documents on its personal computer.

(c) Confidential Information shall not include information that Contractor can establish is generally available through lawful means to the public other than as a result of Contractor’s direct or indirect breach of this Agreement.

(d) Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. Contractor agrees to provide written notice of any such order to an authorized officer of the Company within 24 hours of receiving such order, but in any event sufficiently in advance of making any disclosure to permit the Company to contest the order or seek confidentiality protections, as determined in the Company’s sole discretion.

(e) Contractor's obligations under this this Section 6 shall survive the termination of this Agreement or end of the independent contractor relationship.

7. TERM AND TERMINATION

(a) The term of this Agreement shall commence as of the date set forth above and shall continue until written notice is received by either party.

(b) The Company may terminate this Agreement without penalty and effective immediately upon written notice to Contractor, if Contractor (i) breaches this Agreement, (ii) loses any license or certification required by law to perform the Services, or (iii) is convicted of, or pleads guilty or nolo contendere, to a felony or any crime involving moral turpitude, theft, dishonesty, deceit, fraud, embezzlement, or misrepresentation.

8. EXPENSE ACCOUNTS

Contractor and the Company agree to maintain separate accounts in regards to all expenses related to performing the Services. Contractor is solely responsible for payment of expenses incurred pursuant to this Agreement unless provided otherwise in writing by (an Officer of) the Company. Contractor agrees to execute and deliver any agreements and documents prepared by the Company and to do all other lawful acts required to establish document and protect such rights.

9. INSURANCE

During the Term, Contractor shall maintain adequate workers' compensation, commercial general liability, errors and omissions, and other forms of insurance, in each case with insurers reasonably acceptable to the Company, with policy limits sufficient to protect and indemnify the Company and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from Contractor or Contractor's agents, contractors, servants or employees conduct, acts, or omissions. The Company shall be listed as additional insured under such policies, and shall forward a certificate of insurance verifying such insurance upon the Company's written request, which certificate will indicate that such insurance policies may not be canceled before the expiration of a 30 day notification period and that the Company will be immediately notified in writing of any such notice of termination.

10. INDEMNIFICATION

Contractor shall, to the fullest extent permitted by law, release, defend, indemnify and hold harmless the Company and any of its past, present, or future parents, partners, subsidiaries, predecessors, successors, assigns, affiliates and agents, and their respective owners, directors, employees, representatives and attorneys (the Company and these persons and entities shall collectively be referred to as the "Company Affiliates") from and against any and all injuries, losses, damages, liabilities, deficiencies, actions, claims, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) (collectively, the "Losses") caused by or arising out of, in whole or in part, or otherwise directly or indirectly related to: (i) any bodily injury, emotional distress or trauma, death, or damages to real or personal property directly or indirectly related to the Contractor's performance of the Services or by any

other act or omission of the Contractor, or any of its past, present, or future parents, partners, subsidiaries, predecessors, successors, assigns, affiliates and agents, and their respective owners, directors, employees, representatives, contractors and attorneys (Contractor and these persons shall collectively be referred to as the “Contractor Affiliates”); (ii) the breach of or default under this Agreement, or any representation, warranty, or obligation herein by any of the Contractor Affiliates; (iii) the failure to perform the Services or failure to perform the Services in a timely manner by any of the Contractor Affiliates; (iv) assertions that any of the Contractor Affiliates are employees of any of the Company Affiliates; (v) the misrepresentations, fraud, or other unlawful conduct of any of the Contractor Affiliates; (vi) the violation of any applicable law or breach of any industry or professional standard by any of the Contractor Affiliates; and (vii) any other past, present, or future conduct, act or omission of any of the Contractor Affiliates. Contractor acknowledges and agrees that it shall be required to indemnify, hold harmless, and defend the Company Affiliates to the fullest extent permitted by law even if the individual or collective negligence of the Company Affiliates contributed to or caused such Losses, provided however that Contractor shall not be required to indemnify the Company Affiliates for their own gross negligence or willful misconduct.

11. REPRESENTATIONS AND WARRANTIES

(a) Contractor represents and warrants to the Company that: (i) Contractor has the authority to enter into this Agreement, to grant the rights herein and to perform the Services; (ii) Contractor is not breaching any other agreement by entering into this Agreement or performing the services; (iii) Contractor has the required skill, licenses, experience and qualifications to perform the Services; (iv) Contractor shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services; and (v) Contractor shall perform the Services in compliance with all applicable federal, state and local laws and regulations.

(b) The Company hereby represents and warrants that (i) the Company has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and (ii) the representative whose signature is set forth at the end hereof has been duly authorized to sign this Agreement by all necessary corporate action.

12. NOTICES

Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, or by mail, registered or certified, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraphs of this Agreement, but each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing. Contractor agrees to keep Company current as to its business and mailing addresses, as well as telephone, facsimile, e-mail and pager numbers.

13. ATTORNEYS' FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements incurred both before and after judgment in addition to any other relief to which such party may be entitled.

14. MEDIATION AND ARBITRATION

Any controversy between the Parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement, shall on written request of either party served on the other, be submitted first to mediation and if still unresolved to binding arbitration. Said Mediation or binding arbitration shall comply with and be governed by the provisions of the American Arbitration Association for Commercial Disputes unless the Parties stipulate otherwise. The attorneys' fees and costs of arbitration shall be borne by the losing party, as set forth in Section 13 above, unless the Parties stipulate otherwise, or in such proportions, as the arbitrator shall decide.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

16. MODIFICATION AND WAIVER

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

17. PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

18. ASSIGNMENT

Contractor may not assign Contractor's rights or obligations under this Agreement and any attempted assignment shall be null and void. The rights and obligations of Company hereunder shall inure to the benefit of and shall be binding upon its successors and assigns.

19. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule. Each party

irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the County of Maricopa, State of Arizona in any legal suit, action or proceeding arising out of or based upon this Agreement or the Services provided hereunder.

20. FORM OF EXECUTION

This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

21. SURVIVAL

Sections 5, 6, 9, 10, 13 through 19, and 21 shall survive the termination or expiration of this Agreement or other termination of Contractor's independent contractor relationship with the Company.

22. NEGOTIATED AT ARM'S LENGTH

Contractor affirms that Contractor has read all 22 Sections of this Agreement and enters into this Agreement voluntarily with full notice of its provisions and after the Parties have negotiated the terms of this Agreement at arm's length.

THE COMPANY:

Nationwide Signing Services, LLC

Charles Camenzind

By: Charles Camenzind

Date

Owner

Title:

CONTRACTOR:

Contractor

Date

Contractor Printed Name

Nationwide Signing Services Inc.

Vendor Payment Options and Agreement

We offer our representatives two options which will ensure rapid payment. You can determine that you prefer direct deposit into your savings or checking account, at the rate of \$2.00 per deposit, or choose the option to receive e-checks at no cost to you. At this time, NSS, LLC pays our agents on a bi-monthly payment schedule. In the near future we will increase our payment schedule to a weekly basis. In your best interest, please keep that in mind when making your disbursement selection.

1. If your preference is the direct deposit, please fill in the following page, print and then sign.
2. If you prefer the e-check payments, please skip to the 3rd page of this document and fill, print and sign.
3. Once your selection has been signed, please scan and email to orders@nationwidesignings.com.

Nationwide Signing Services, Inc

Direct Deposit Agreement Form

I, _____ (Printed Name), hereby authorize Nationwide Signing Services Inc. to initiate automatic deposits into the account and institution named below. I also authorize Nationwide Signing Services Inc. to make withdrawals from the named account in the event that a credit entry is made in error.

Further, I agree not to hold Nationwide Signing Services Inc. responsible for any delay or loss of funds due to incorrect or incomplete information supplied by myself, or by the financial institution named below, or due to an error on the part of said institution in depositing funds to the named account.

This agreement will remain in effect until Nationwide Signing Services, Inc. has received written notice of cancellation, from either myself or from said financial institution, or until I submit a new Direct Deposit Agreement Form to Nationwide Signing Services Inc.

I agree to a fee of \$1.75 per transaction of deposit for the direct deposit service. This fee will be automatically applied to and debited from each transaction of deposit.

Name of Financial Institution: _____

Routing Number: _____

☐ Checking

Account Number: _____

☐ Savings

Authorized Signature (Primary): _____

Date: _____

Printed Name _____

Authorized Signature (Joint): _____ Date: _____

Printed Name _____

Nationwide Signing Services Inc.

& Deluxe eChecks™

Nationwide Signing Services Inc. has partnered with Deluxe eChecks™ to assist with rapid payment and delivery of payment for our representatives. The option to receive eChecks for your signing agent fees will offer many tools to assist with keeping your books up-to-date, security and direct deposit into your bank account when you have confirmed an account with Deluxe eChecks™. If you prefer a physical check, simply print the check and handle as you would any other check.

For more information, please click the image or go to:

<http://www.deluxe.com/echecks/benefits/receiver>

Below is an example of the email you will receive from Deluxe eChecks™:

Nationwide Signing Services sent you check #XXXXXX

To retrieve your check, please go to https://www.verifyvalid.com/check_retrievals/xxxxxxxxxxxx

Retrieval code: XXXXXXX

If the link does not work, please copy and paste the URL into the browser address bar.

Transaction details: Check for \$100.00
Created on 01/01/2016 8:37 PM

Payor Details: Nationwide Signing Services
925 West Baseline Road
Suite 105-H2
Tempe, AZ 85283

Memo: 01/01/2016 - 01/15/2016

Thank you,

Deluxe eChecks

This is not an advertisement. If you have received this message in error, please contact Customer Support at 800-631-8962 or support@deluxechecks.com. You may alternatively send mail to:

Deluxe Corporation
P.O. Box 64468
St. Paul, MN 55164-0468

I, _____ (Printed Name) have read and understand the Deluxe eCheck™ disbursement process.

Signature: _____ Date _____

Nationwide Signing Services Inc.

Signing Agent Code of Conduct, Ethical Commitment, Financial Responsibility & Standards of Excellence Pledge

I, _____ (Printed Name), have read and signed the Signing Professionals Workgroup document titled Certified Signing Specialist Code of Conduct, October 14, 2013 (CSSCoC), provided by the National Notary Association's Signing Agent™ certification process. Further, I understand the guidelines and agreements within the CSSCoC, in addition to the conditions listed below, if not adhered to, will directly affect consideration for future subcontractor assignment.

In addition to, or in reiteration of, the CSSCoC specifications, the following principles shall be embraced and complied with:

- Annual background screening and certification.
- Knowledge of and up-to-date training concerning CFPB Compliance, including but not limited to secure management and protection of Non-Public Information, Loan and Escrow Documents and the laws governed by the state in which the Notarial Commission has been issued.
- Professionalism and acumen in presentation, communication and dependability including:
 - Punctuality and preparation including both signing appointments as well as completed document delivery and/or shipping.
 - Respectable discourse including pleasant demeanor, tactful conversation and avoidance in the use of expletives.
 - Polished attire in which excludes flip-flops, jeans, caps, T-shirts, sweats, hoodies, clothing with sports team logos, as well as clothing that is revealing, ill-fitting, torn, wrinkled or dirty.
 - Agreeable aroma.
 - This is the most common complaint about the professionalism of signing agents. If you smoke, please be aware that others can be sensitive to the accompanying scent.
- Signing Agents must not offer advice concerning the documents they are presenting. Any question levied that could be considered “over and above” the explanation of the documents should be directed to the appropriate Escrow Officer or the Title Agency or Company’s personnel.
- Signing Agents must keep all relative information confidential and all documents must maintain a secured chain of custody, as described by the CFPB.
- Signing Agents must not solicit business or conduct marketing of any kind, for personal gain or otherwise, beforehand, during or subsequent to the signing appointment to any party of the transaction.
- Signing Agents are strictly prohibited from the use of drugs or alcohol or the carrying of firearms or other weapons.

- Signing Agents, as a subcontractor providing services in which are representative of Nationwide Signing Services, Inc., commit to the completion of an assignment, including completed document delivery in a timely manner. The Signing Agent is responsible for correcting, at his/her own expense, any notarized, executed, or initialed documents which are determined by Nationwide Signing Services, Inc. to be incomplete or unsatisfactory. If alternative means are necessary in order to correct said documents, the Signing Agent's compensation may be reduced equivalent to the ancillary expense Nationwide Signing Services Inc. incurs.

Standards of Excellence Pledge

- ✓ Timeliness
- ✓ Be courteous
- ✓ Dress and act professional
- ✓ Present exceptional signing etiquette and manners
- ✓ Always confirm the signing date, time, and location
- ✓ Call signer in advance if you are running late to an appointment
- ✓ Review all notes for each order from Nationwide Signing Services
- ✓ Check documents for common printing errors/smudges/toner lines/scanning issues before appointment
- ✓ Guide the signer through the closing documents and do not explain in detail
- ✓ Fix notary errors immediately when notified
- ✓ Check for proper signature/initials/dates for every page
- ✓ Check each document and page for mistakes/errors/omissions by all parties
- ✓ Double check set of signed loan documents for errors and omissions before leaving each appointment
- ✓ Represent NSS and our clients with reliability/competence/dedication/professionalism
- ✓ Be proactive if you see something incorrect or omitted on the documents
- ✓ Call NSS first, if you have questions or encounter problems while at the signing
- ✓ Always carry necessary jurats/acknowledgements/affidavits/delivery forms
- ✓ Never solicit business at the signing table
- ✓ Conduct the closing with confidence
- ✓ Have genuine care for all your NSS appointments

I have read, understand and agree to the responsibilities, requirements and conditions described in this document.

Signature: _____

Printed Name: _____

Date: _____



**NOTICE, AUTHORIZATION AND RELEASE REGARDING EXISTING CERTIFICATES
AND/OR INVESTIGATIVE CONSUMER REPORTS**

I have or will provide to Fidelity National Financial, Inc. and/or its family of title companies (collectively, "FNF") a copy of my Background Screening Certificate from the GLBA-Compliant National Notary Association ("NNA") or other approved vendor.

I HEREBY AUTHORIZE FNF to release, disclose and/or provide a copy of any and all certificates, forms, questionnaires, investigative reports, background checks, evaluations, analysis or any other information that I have provided or caused to be provided to FNF, or which FNF has prepared, to any lender, bank, credit union, savings association or other financial institution (collectively, "Lender") for whom FNF provides services under a service agreement, so as to evidence that I meet the requirements, qualifications and standards imposed by such Lender on persons who receive or have access to consumer financial information or other confidential information.

I hereby agree and understand that this Notice, Authorization and Release will remain valid as long as I provide any services for or to FNF and throughout my affiliation with FNF. The matters and information which are covered by this Notice, Authorization and Release include, but are not limited to, information concerning my criminal history, motor vehicle history, my social security number, or any other information requested by a Lender. As used herein FNF means FNF and any other division of the Fidelity National Financial, Inc. family of companies, including any related companies, subsidiaries and/or affiliates thereof.

I hereby release FNF, to the full extent permitted by law, from any liability or claims arising from releasing, disclosing, providing and/or reporting information concerning me to any party pursuant to this Notice, Authorization and Release.

I agree that a copy or fax of this document shall be as valid as the original.

Signature

Date

Print Name

City, State, Zip



TRID Training Self Certification

To: Fidelity National Title Group

I hereby certify that:

1. As of the date of this certification, I have read and understood FNTG's Memorandum to Signing Agents, dated August 12, 2015, and the Five Things Signing Agents Need to Know Before October, 2015.
2. I am familiar with the content of the flyer and memo. I understand that effective October 3, 2015, closed-end consumer credit transactions will be subject to the TILA-RESPA Integrated Disclosure ("TRID") rule and forms. **Each box below must be checked. By checking each box below I acknowledge:**

- ☐ The following closed-end consumer credit transactions are subject to TRID:
 - ☐ Purchase Money Loans
 - ☐ Refinances
 - ☐ Loans secured by 25 acres or less
 - ☐ Loan secured by vacant land
 - ☐ Construction-only loans
 - ☐ Timeshare loans
- ☐ In transactions subject to TRID:
 - ☐ The TILA Disclosure form is replaced by the Closing Disclosure
 - ☐ The Closing Disclosure must be signed by the borrower(s)
 - ☐ The HUD-1 Settlement Statement is replaced by a Closing Statement
 - ☐ The Closing Statement must be signed by the parties identified on the form
- ☐ The following transactions are exempted from the TRID rule:
 - ☐ Reverse Mortgages
 - ☐ Home Equity Lines of Credit (HELOCs)
 - ☐ Mobile Home Only Loans (no land)
 - ☐ Creditors (Lenders) who originate less than 5 loan in a calendar year
- ☐ The Closing Disclosure includes the following explanation of these terms:
 - ☐ Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.
 - ☐ Finance Charge. The dollar amount the loan will cost you.



- ☐ Amount Financed. The loan amount available after paying upfront finance charge.
- ☐ Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.
- ☐ Additional important terminology:
 - ☐ Creditor - the CFPB broadly defines as the lender.
 - ☐ Business day - for purposes of providing the Closing Disclosure, business day means all calendar days except Sundays and legal public holidays.
 - ☐ Consummation - the day the borrower becomes legally obligated under the loan, which is the date of signing, even if the loan has a rescission period under TILA's Regulation Z. Consummation can be different from the closing date defined in the purchase agreement.
- ☐ If a borrower has questions concerning the Loan Calculations, the formula used to derive the amounts or questions on other amounts on the Closing Disclosure I must refer the borrower to the Lender contact shown in the Contact Information section on Page 5 of the Closing Disclosure or other contact stated in the signing package instructions.

I hereby swear or affirm that the foregoing Certification is true and correct. I acknowledge that my failure to understand the above matters may result in my removal from FNTG's approved notary network.

Signature: _____

Name: _____

City: _____

State, Zip: _____

Phone: _____

Email: _____

Date: _____



FNTG NOTARY PUBLIC'S PROFESSIONAL RESPONSIBILITY & REQUIREMENTS AGREEMENT

Fidelity National Title Group and its affiliated companies ("FNTG" or "Company") is committed to protecting the privacy of its clients and customers and avoiding fraud. Although your notary services are governed by state law we have developed the following general requirements which notaries must adhere to while providing services to or at the request of the Company.

1. Notary shall hold a current notary commission in the state where notary services are performed and the Notary must keep current on the laws, practices, and requirements of the state's notarial office by obtaining any necessary training to do so.
2. Errors and omissions insurance must be maintained by the notary with coverage of not less than \$100,000.00. Notary shall renew such coverage prior to the expiration date and Notary understands he/she will not be able to provide services to the Company until such renewal documents are received by the Company.
3. Notary is required to conduct him/herself in a professional and courteous manner at all times. Business attire and a professional appearance must be maintained during a signing appointment. Use of drugs or alcohol and carrying of a firearm are strictly prohibited.
4. Notary shall be responsible for obtaining all required signatures and initials on all documents. Notary is responsible for correcting, at his/her own expense, any notarized, executed, or initialed documents which are determined by the Company to be incomplete or unsatisfactory.
5. Notary shall act as an impartial third party and shall not profit or gain from any document or transaction requiring his/her services other than by the fee earned for such services as allowed by statute and agreed upon by the Company.
6. Notary shall not execute a false or incomplete certificate nor be involved with any document or transaction that he/she knows is false, fraudulent or deceptive.
7. Notary shall safeguard his/her seal and notary journal (if such journal is required by state law or maintained at the option of the notary) at all times to prevent unauthorized use of such seal and/or journal.
8. All notarization shall take place in the presence of the signing party. The notary must personally observe the execution of each document.
9. Notary shall maintain the privacy of each signer and not divulge or use personal, confidential or proprietary information of any party which is disclosed during the execution of any documents, all as more particularly described in and controlled by the FNTG Third-Party Notary Confidential Information Agreement executed by Notary.
10. Notary, as a government officer and public servant, shall serve the public in an honest, fair, and unbiased manner. Notary will give precedence to state law over the expectations of any individual or entity.
11. Notary will not give advice to any signatory. Any questions regarding the content of the documents being executed should be referred back to the Company escrow officer or Company personnel designated in the loan package transmittal.
12. Notary shall only accept documents for signing directly from the Company escrow officer or Company personnel designated in the loan package transmittal, never from a mortgage broker, realtor or anyone else without first obtaining the approval of the Company escrow officer or other Company personnel designated in the loan package transmittal.
13. Notary shall only accept cashier's checks or other such negotiable instruments from the parties made payable to the FNTG company closing the transaction, as instructed by the



Company escrow closer.

14. Notary shall at all times keep any and all documents and information safe and secure in his/her possession. Any emailing of documents by the Notary must be encrypted to secure personal information contained therein.
15. Notary shall complete and submit to the Company with the completed closing package the Company's Outside Notary's Certificate of Compliance for each person whose signature was notarized. The Certificate identifies the type of identification documentation relied on by the Notary. A Certification form will be provided by the Company escrow officer or other Company personnel assigning the order to the Notary.
- 16. In the event of a breach or suspected breach in security (loss and/or improper disclosure of documents or customer information), whether physical or electronic, the notary will immediately advise the Company escrow officer or other Company personnel designated in the loan package transmittal of such breach as required by the FNTG Third-Party Notary Confidential Information Agreement, so FNTG can promptly address such breach or suspected breach.**

I have read, understand and agree to the above responsibilities and requirements and I acknowledge that my performance will be monitored by FNTG for compliance. Failure to comply with these Professional Responsibilities & Requirements, the FNTG Third-Party Confidential Information Agreement or FNTG's transactional instructions may result in my removal from FNTG's approved notary network. Further, if I fail to provide proof to the Company of my renewal of my commission, E&O insurance, or my background check prior to expiration, I will be immediately disqualified from being an approved notary.

Signature: _____

Printed Name: _____

Date: _____



FNTG THIRD-PARTY NOTARY CONFIDENTIAL INFORMATION AGREEMENT

Pursuant to the privacy regulations and information security guidelines issued by federal financial regulators pursuant to Title V of the Gramm-Leach-Bliley Act ("GLBA") covered financial institutions and service providers with access to confidential data are required to ensure that all service providers and marketing partners who have access to customer information provide for the confidentiality and security of such information. To enable the Company to demonstrate compliance with the privacy requirements of GLBA, you hereby agree to the following, which will apply to all information and data provided to you in any format by Fidelity National Title Group, any of its Affiliate companies or our customers (collectively the "Company").

As used herein, the term "**Customer Information**" means any "nonpublic personal information" and /or "personally identifiable financial information" about "customers" and "consumer" (as those terms are used in Title V of the Gramm-Leach-Bliley Act and the privacy regulations adopted thereunder) provided to you by the Company or otherwise received by you in connection with a Company transaction. "Service Provider" means the party signing this Agreement.

1. Service Provider agrees that, except as may be reasonably necessary in the ordinary course of business to carry out the activities to be performed by Service Provider under its agreement(s) with the Company or as may be required by law or legal process, Service Provider will not disclose any Customer Information to any third party without the written consent of the Company.
2. Service Provider agrees that it will not use any Customer Information other than to carry out the purposes for which such Customer Information was disclosed to Service Provider by the Company unless such other use is (a) expressly permitted by a written agreement executed by the Company, or (b) required by law or legal process.
3. Service Provider agrees to take all reasonable measures, including without limitation such measures as it takes to safeguard its own confidential information, to ensure the security and confidentiality of all Customer Information to protect against anticipated threats or hazards to the security or integrity of such Customer Information and to protect against unauthorized access to or use of such Customer Information.
4. Throughout the term of the Agreement, Service Provider shall implement and maintain appropriate safeguards, as that term is used in Section 314.49(d) of the FTC Safeguard Rule, 16 C.F.R. Part 314 (the "FTC Rule"), for all Customer Information, as that term is defined in Section 314.2(b) of the FTC Rule, owned by the Company and delivered to the Service Provider pursuant to this Agreement.
5. Service Provider shall notify the Company immediately upon discovering or suspecting any loss, unauthorized disclosure, unauthorized access, or misuse of Customer Information. Such notice shall be in writing unless such writing will cause a delay in notification in which case the initial notification may be oral. Such notice shall be provided to the Company contact or representative that assigned the transaction to Service Provider or as designated in the Company's transmittal instructions provided to Service Provider.
6. Service Provider shall not reproduce, store or save any Customer Information in any form except to the extent required by the laws governing the Service Provider's notarial services or as



required by any Company instructions provided to Service Provider. To the extent Service Provider retains any Customer Information pursuant to the preceding sentence, such copies will only be retained for as long as required by such law or Company instruction and such information or documents shall remain subject to this Agreement. Upon request Service Provider shall provide the Company with written certification regarding the destruction of Confidential Information.

7. Service Provider agrees that while any Customer Information is in his/her possession or control it will be (i) stored in a physically and logically secured and controlled environment, only accessible by Service Provider and (ii) downloaded only into physically and logically secured and controlled systems only accessible by Service Provider where it will stay encrypted while in storage and in transit.
8. Service Provider agrees to indemnify, defend and hold Company harmless for any security breaches, violations of GLBA or breach of this Agreement caused by Service Provider's negligence, misconduct and/or loss or material alteration of Customer Information.
9. Service Provider represents and warrants that he/she will comply with the laws, regulations and requirements for document retention applicable to the notarial services which Service Provider is providing to or for the Company. Once the required retention period has expired Service Provider represents and warrants that he/she will destroy all Confidential Information and any Company related work product via shredding or other recognized secure disposal means.
10. Service Provider acknowledges that a breach of this Agreement will cause irreparable harm or damage to the Company, its customers or consumers. Service Provider agrees that the Company is entitled to seek injunctive relief for a breach of the Agreement and other relief as may be granted by a court of competent jurisdiction.
11. Service Provider agrees that if any provision of this Agreement is unenforceable or invalid the unenforceability or invalidity shall not render this entire Agreement unenforceable or invalid.

In Witness Whereof, the undersigned Service Provider agrees to all of the terms and provisions of the foregoing Agreement.

Signature: _____

Printed Name: _____

Date: _____

City, State, Zip code: _____



MEMORANDUM

Date: August 12, 2015

To: Signing Agents

From: Fidelity National Title Group

Subject: New Signing Process brought on by the CFPB

For more than 30 years, Federal law has required lenders to provide two different disclosure forms to consumers applying for a mortgage, known as the Truth-in-Lending Act (TILA) Disclosure and the Good Faith Estimate (GFE). The law also required two different forms at or shortly before closing the loan, known as the final TILA Disclosure and the HUD-1 settlement statement. Two different Federal Agencies developed these forms, separately, under the Truth-in-Lending Act (TILA) and the Real Estate Settlement Procedures Act (RESPA). The information on these forms is overlapping and the language is inconsistent. Consumers often find the forms confusing. Lenders and settlement agents find the forms burdensome to complete and present.

The Dodd-Frank Act created the Consumer Financial Protection Bureau (CFPB) requiring the bureau to integrate the mortgage rules contained in TILA and RESPA into one set of rules, with one combined set of disclosures. The CFPB goal was to:

1. Create easier-to-use disclosure forms
2. Improve consumer understanding
3. Provide better comparison shopping
4. Avoid costly surprises at the closing table

On November 20, 2013, the CFPB published 1,888 pages of combined rules and disclosure forms which will be required to be used to process residential loan applications received on or after October 3, 2015.

Virtually any residential loans originated after October 3, 2015 will be subject to the new rules and forms. Loans in progress (applications submitted prior to October 3, 2015) are not subject to the new rules or the new forms. The new Loan Estimate replaces the Good Faith Estimate (GFE) and early TILA Disclosure. The new Closing Disclosure will replace the final TILA Disclosure and HUD-1 Settlement Statement.

New Rules, New Forms

The new rules and the new forms apply to all closed-end consumer credit transactions secured by real property which include:

- ✓ Purchase money loans

- ✓ Refinances
- ✓ Loans secured by 25 acres or less
- ✓ Loans secured by vacant-land
- ✓ Construction-only loans
- ✓ Timeshare loans

Note: As a signing agent, you will no longer find the TILA Disclosure and HUD-1 settlement statement in the signing package for transactions involving these types of loans, instead you will find the Closing Disclosure to be signed for the lender and a Closing Statement to be signed for the settlement agent. A Closing Statement is not a new form, it is the form currently used to close all-cash sales and non-residential transactions.

Consumer loans exempted from the new rules and the new forms are as follows:

- ✓ Reverse Mortgages
- ✓ Home Equity Lines of Credit (HELOCs)
- ✓ Mobile Home Only Loans
- ✓ Creditors who originate less than 5 loans in a calendar year

TILA and/or RESPA regulated Home Equity Lines of Credit and Reverse Mortgages will still require lenders to issue a TILA disclosure and Good Faith Estimate (GFE). Settlement agents will be required to use a 2010 HUD-1 settlement statement to close those types of loans.

Note: As a signing agent, you will still find the HUD-1 settlement statement in the signing package for transactions involving these types of loans.

New Vocabulary

The new rules are focused on providing clear and concise disclosures to the borrower on new loans. The CFPB believes the new forms accomplish this. They have also incorporated new descriptions in an effort to bring clarity to the loan transaction. Your job is to incorporate these new rules and new forms into the transactions you close. In order to do this, you need to understand the meaning of these new descriptions.

Creditor - the CFPB broadly defines as the lender.

Consumer - the borrower. Clearly there are also sellers involved in many of the transactions which the CFPB still considers to be the consumer, but the focus of the rules are for the borrower and nearly all of their references to the consumer translate to the borrower.

Business days - for purposes of providing the Closing Disclosure, the term business day means all calendar days except Sundays and the legal public holidays such as New Year's Day, Martin Luther King, Jr., Washington's birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Consummation - the day the borrower becomes legally obligated under the loan, which would be the date of signing, even if the loan has a rescission period under TILA's Regulation Z. The definition of consummation can be different than the closing date as defined in the purchase agreement where the buyer becomes contractually obligated to a seller on a real estate transaction.

The New Loan Estimate and Closing Disclosure

The Loan Estimate is a three page document designed to disclose the key features, costs, and risks of the loan the borrower is applying for. The Loan Estimate must be provided to consumers no later than three business days after they submit a loan application.

The Closing Disclosure is a five page document designed to disclose to the borrower all of the costs of the transaction. The Closing Disclosure must be delivered to the borrower three business days before consummation.

There are three different types of Closing Disclosures:

Exhibit A (attached) is a combined form disclosing both buyer and seller costs.

Exhibit B is a Seller Closing Disclosure only itemizing seller's costs and not buyer's costs.

Exhibit C is used for loan only transactions, such as refinances

Closing Disclosure (Exhibit A)

The first page is the same as the first page of the Loan Estimate. It describes the loan terms; loan amount, interest rate, monthly principal and interest, prepayment penalty and balloon payment. It provides the projected payments based on whether the loan is adjustable or has mortgage insurance. The Closing Disclosure also discloses to the borrower what amounts will be deposited into impound or escrow account and finishes up with the total estimated closing costs and cash to close.

The second page is similar to the current page 2 of the HUD-1 Settlement Statement. It provides a breakdown of all the closing cost details and lists all loan costs and other costs paid by borrower, seller, and other parties

The third page displays a Calculating Cash-to-Close table similar to the table on page 2 of the Loan Estimate. It requires comparison to the charges disclosed on the Loan Estimate. The rest of the page shows the summaries of the borrower and seller costs and credits similar to current page 1 of HUD-1 settlement statement.

On the fourth page are disclosures about the terms of the loan. They include a disclosure whether the loan is assumable, has a demand feature, the late payment fee and when it is incurred, if the loan has a negative amortization feature, whether the lender will accept partial payments and informs the borrower the lender will have a security interest in their property. It includes a table describing what charges will be impounded and how much will be collected each month. The fourth page also includes adjustable payment and interest rate tables but only if they are applicable to the loan.

On the fifth page under Loan calculations the consumer will find:

- Total of payments
- Finance charge
- Amount financed
- APR
- Total interest percentage
- Contact Information

Note: Each of these disclosures is explained on the Closing Disclosure form itself and you should familiarize yourself with those explanations so you may refer the borrower to the appropriate section of the Closing Disclosure if they question those terms. If the borrower has questions regarding the Loan Calculations, the formula used to derive the amounts or questions on the other amounts on the Closing Disclosure you should refer the borrower to the Lender contact shown in the Contact Information section on Page 5 of the Closing Disclosure.

Under Other disclosures the consumer will find information about the:

- Appraisal (if applicable)
- Contract details
- Liability after foreclosure
- Refinance
- Tax deductions

At the bottom are the Contact Information and Signature lines. It is important to note the sentence above the signature lines which states: *By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.* This is intended only as a receipt of the form.

Seller's Closing Disclosure (Exhibit B)

The CFPB did take into consideration the privacy concerns between a seller and buyer in a sale transaction. They have provided a model form Closing Disclosure for sellers. Settlement agents are the ones charged with preparing this form and must provide the form to the seller by the consummation date. There is no Delivery or Waiting Period for the seller. The settlement agent must provide the seller its copy of the Closing Disclosure no later than the day of consummation.

The seller's Closing Disclosure is only two pages. The first page contains the Closing and Transaction Information. The Summaries of Transaction should look familiar as it is similar to line series 400 – 600 of the current HUD-1 Settlement Statement. The last section contains contact information for the other parties involved in the closing of the transactions.

Page two provides an itemization of any loan charges the seller agreed to pay for the buyer. The second half of the page lists the Other Costs being paid by the seller. There are two columns. One to disclose costs being paid at closing and the other to disclose charges paid prior to closing by the seller.

Non-Seller Closing Disclosure (Exhibit C)

There is a third Closing Disclosure form that will be used by lenders in transactions not involving a seller, which in most cases will be a refinance loan transaction.

Note: As a signing agent you will not find a HUD-1 settlement statement in your signing package for loans affected by the new rules. Our Company will use a closing statement which will be signed by the buyer and seller which will serve as their review and approval of the charges and adjustments for the transaction.

Owner's Title Insurance

Fortunately when the CFPB wrote the new rules they did not see the need for the cost of the owner's title policy to be disclosed on the Loan Estimate if the borrower is not paying the charge. The new rules

only require the lender to disclose the cost of an owner's title policy on the Loan Estimate if the borrower will be paying for any portion of the policy.

Unfortunately, if the borrower is paying for it the charge must be labeled as "optional" on both the Loan Estimate and Closing Disclosure. This is a concern because telling a consumer owner's title insurance is "optional" may dissuade homebuyers from purchasing the same protection their lender receives. Title insurance is an insurance product like no other and protects the homeowner for as long as they own their home. Here are eight reasons title insurance is worth the cost:

1. Title Insurance protects the interests of property owners and lenders against legitimate or false title claims by previous owners or lien holders. In effect it insures the investment, unlocking its potential as a financial asset for the owner.
2. Title companies access, assemble and analyze title information, in addition to handling the escrow and closing process.
3. Title problems are discovered in more than one-third of residential real estate transactions. These "defects" must be resolved prior to closing. The most common problems are existing liens, unpaid mortgages, and recording errors of names, addresses or legal descriptions.
4. An Owner's Title Insurance Policy protects the owner for as long as he or she has an interest in the property; and the premium is paid only once, at closing.
5. Title Insurance is different from other forms of insurance because it insures against events that occurred before the policy is issued, as opposed to insuring against events in the future, as health, property or life insurance do. Title Insurance is loss prevention insurance.
6. Title companies rely on a search of existing records to identify possible defects in order to resolve them prior to issuing a policy. They perform intensive and expensive work up-front to minimize claims. The better they do this, the lower their claims.
7. Researching titles maybe extremely labor-intensive since only about 15 percent of public records are computerized. The industry invests a substantial amount of time and expense to collect and evaluate title records. As a result, the industry's claims are low compared to other lines of insurance.
8. Dollar-for-dollar, Title Insurance may be the best investment a property owner can make to protect their interest.

Note: Borrowers who wish to waive the purchase of an owner's title policy must discuss this with the Settlement Agent, whose contact information is shown on Page 5 of the Closing Disclosure.

Note: The amounts for title insurance premiums reflected on the Closing Disclosure will likely not match the amounts reflected on the Closing Statement. The new rule requires the premiums be calculated differently than the file or promulgated rate. When reviewing the documents with the signer, refer to the Closing Statement to reveal the true charges for title insurance based on the mutually agreed payment terms of the purchase agreement.

Delivery of the Closing Disclosure

The new rules have very strict requirements as to the delivery of the Closing Disclosure. The Closing Disclosure must be delivered to the borrower at least three business days prior to consummation. If the Closing Disclosure is hand delivered a Waiting Period commences. If the Closing Disclosure is delivered by mail, email, courier or fax, a Delivery Period of three business days precedes the Waiting Period.

The Delivery Period begins on the day the Closing Disclosure is sent. It does not start the next business day. If the Closing Disclosure is delivered by mail, email, courier or fax on a Monday it is assumed the delivery period expires on Wednesday at midnight. The lender must maintain communication with the settlement agent to ensure the Closing Disclosure and its delivery satisfy the rules, and the creditor is legally responsible for any errors or defects.

Waiting Period

In addition to the Delivery Period, lenders must ensure the borrower receives the Closing Disclosure no later than three business days before consummation. This is referred to as the Waiting Period. The rules require the lender to give the borrower three business days to thoroughly review the Closing Disclosure to enable them to compare the charges to the Loan Estimate and ensure the costs and loan program they are obtaining are as expected.

If there are changes to the loan's APR, changes to the loan product; or a prepayment penalty is added to the loan after the Closing Disclosure has been delivered to the borrower, the lender must ensure the Closing Disclosure is revised and a new Delivery Period and Waiting Period begins.

For any other changes which occur before consummation that do not include the three just described above the lender must provide a corrected Closing Disclosure with any terms or costs that have changed and ensure the borrower receives it. There is no additional three-business-day waiting period required. In most cases the lender will deliver the Closing Disclosure to the borrower and after the sixth business day send the settlement agent the link to access the loan documents to close the loan.

The new rules did not make any changes to the existing rescission requirements (Notice of Right to Cancel) under Regulation Z. This means if the borrower is refinancing their existing loan then the Delivery Period, Waiting Period and three day right to rescind all apply. Keep in mind the rescission timeline is calculated differently than the Delivery and Waiting Periods. The first day of the rescission period starts the day after all borrowers have received the Notice of Right to Cancel.

Closing Disclosure Timing Examples

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Non-Hand Delivery of Closing Disc.	3	4	5 "Delivery" of Closing Disc. Occurs	6	7
		3-day delivery			3-day waiting	
8 3-day waiting (Sunday not counted)	9 First Day Closing May Occur	10	11	12	13 First Day Disbursement May Occur	14
		3-day right of rescission				
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Conclusion

Now that you are armed with details about the new rules, new forms and key definitions you are better prepared to conduct loan signings after October 3rd, 2015 with knowledge and confidence. Please familiarize yourself with the sample Closing Disclosures provided and print a copy of this training information to keep with you as a reference tool for any questions that may arise (or keep it available electronically). Continue to educate yourself through reputable resources, including the CFPB and NNA. We wish you much success during this transition!

Lastly, the CFPB has a lot of useful information posted to their website at:
<http://www.consumerfinance.gov/regulatory-implementation/tila-respa/>.

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued 4/15/2013
Closing Date 4/15/2013
Disbursement Date 4/15/2013
Settlement Agent Epsilon Title Co.
File # 12-3456
Property 456 Somewhere Ave
 Anytown, ST 12345
Sale Price \$180,000

Transaction Information

Borrower Michael Jones and Mary Stone
 123 Anywhere Street
 Anytown, ST 12345
Seller Steve Cole and Amy Doe
 321 Somewhere Drive
 Anytown, ST 12345
Lender Ficus Bank

Loan Information

Loan Term 30 years
Purpose Purchase
Product Fixed Rate

Loan Type ☒ Conventional ☐ FHA
☐ VA ☐ _____
Loan ID # 123456789
MIC # 000654321

Loan Terms	Can this amount increase after closing?	
Loan Amount	\$162,000	NO
Interest Rate	3.875%	NO
Monthly Principal & Interest <i>See Projected Payments below for your Estimated Total Monthly Payment</i>	\$761.78	NO
Prepayment Penalty	Does the loan have these features? YES • As high as \$3,240 if you pay off the loan during the first 2 years	
Balloon Payment	NO	

Projected Payments			
Payment Calculation	Years 1-7		Years 8-30
Principal & Interest	\$761.78		\$761.78
Mortgage Insurance	+	82.35	+ —
Estimated Escrow <i>Amount can increase over time</i>	+	206.13	+ 206.13
Estimated Total Monthly Payment	\$1,050.26		\$967.91
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time See page 4 for details</i>	This estimate includes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Homeowner's Insurance <input checked="" type="checkbox"/> Other: Homeowner's Association Dues <i>See Escrow Account on page 4 for details. You must pay for other property costs separately.</i>		In escrow? YES YES NO

Costs at Closing	
Closing Costs	\$9,712.10 Includes \$4,694.05 in Loan Costs + \$5,018.05 in Other Costs – \$0 in Lender Credits. <i>See page 2 for details.</i>
Cash to Close	\$14,147.26 Includes Closing Costs. <i>See Calculating Cash to Close on page 3 for details.</i>

Closing Cost Details

Loan Costs		Borrower-Paid		Seller-Paid		Paid by Others
		At Closing	Before Closing	At Closing	Before Closing	
A. Origination Charges		\$1,802.00				
01	0.25 % of Loan Amount (Points)	\$405.00				
02	Application Fee	\$300.00				
03	Underwriting Fee	\$1,097.00				
04						
05						
06						
07						
08						
B. Services Borrower Did Not Shop For		\$236.55				
01	Appraisal Fee to John Smith Appraisers Inc.					\$405.00
02	Credit Report Fee to Information Inc.		\$29.80			
03	Flood Determination Fee to Info Co.	\$20.00				
04	Flood Monitoring Fee to Info Co.	\$31.75				
05	Tax Monitoring Fee to Info Co.	\$75.00				
06	Tax Status Research Fee to Info Co.	\$80.00				
07						
08						
09						
10						
C. Services Borrower Did Shop For		\$2,655.50				
01	Pest Inspection Fee to Pests Co.	\$120.50				
02	Survey Fee to Surveys Co.	\$85.00				
03	Title – Insurance Binder to Epsilon Title Co.	\$650.00				
04	Title – Lender’s Title Insurance to Epsilon Title Co.	\$500.00				
05	Title – Settlement Agent Fee to Epsilon Title Co.	\$500.00				
06	Title – Title Search to Epsilon Title Co.	\$800.00				
07						
08						
D. TOTAL LOAN COSTS (Borrower-Paid)		\$4,694.05				
Loan Costs Subtotals (A + B + C)		\$4,664.25	\$29.80			
Other Costs						
E. Taxes and Other Government Fees		\$85.00				
01	Recording Fees Deed: \$40.00 Mortgage: \$45.00	\$85.00				
02	Transfer Tax to Any State			\$950.00		
F. Prepays		\$2,120.80				
01	Homeowner’s Insurance Premium (12 mo.) to Insurance Co.	\$1,209.96				
02	Mortgage Insurance Premium (mo.)					
03	Prepaid Interest (\$17.44 per day from 4/15/13 to 5/1/13)	\$279.04				
04	Property Taxes (6 mo.) to Any County USA	\$631.80				
05						
G. Initial Escrow Payment at Closing		\$412.25				
01	Homeowner’s Insurance \$100.83 per month for 2 mo.	\$201.66				
02	Mortgage Insurance per month for mo.					
03	Property Taxes \$105.30 per month for 2 mo.	\$210.60				
04						
05						
06						
07						
08	Aggregate Adjustment	– 0.01				
H. Other		\$2,400.00				
01	HOA Capital Contribution to HOA Acre Inc.	\$500.00				
02	HOA Processing Fee to HOA Acre Inc.	\$150.00				
03	Home Inspection Fee to Engineers Inc.	\$750.00			\$750.00	
04	Home Warranty Fee to XYZ Warranty Inc.			\$450.00		
05	Real Estate Commission to Alpha Real Estate Broker			\$5,700.00		
06	Real Estate Commission to Omega Real Estate Broker			\$5,700.00		
07	Title – Owner’s Title Insurance (optional) to Epsilon Title Co.	\$1,000.00				
08						
I. TOTAL OTHER COSTS (Borrower-Paid)		\$5,018.05				
Other Costs Subtotals (E + F + G + H)		\$5,018.05				
J. TOTAL CLOSING COSTS (Borrower-Paid)		\$9,712.10				
Closing Costs Subtotals (D + I)		\$9,682.30	\$29.80	\$12,800.00	\$750.00	\$405.00
Lender Credits						

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$8,054.00	\$9,712.10	YES • See Total Loan Costs (D) and Total Other Costs (I)
Closing Costs Paid Before Closing	\$0	– \$29.80	YES • You paid these Closing Costs before closing
Closing Costs Financed (Paid from your Loan Amount)	\$0	\$0	NO
Down Payment/Funds from Borrower	\$18,000.00	\$18,000.00	NO
Deposit	– \$10,000.00	– \$10,000.00	NO
Funds for Borrower	\$0	\$0	NO
Seller Credits	\$0	– \$2,500.00	YES • See Seller Credits in Section L
Adjustments and Other Credits	\$0	– \$1,035.04	YES • See details in Sections K and L
Cash to Close	\$16,054.00	\$14,147.26	

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing **\$189,762.30**

01	Sale Price of Property	\$180,000.00
02	Sale Price of Any Personal Property Included in Sale	
03	Closing Costs Paid at Closing (J)	\$9,682.30
04		

Adjustments

05		
06		
07		

Adjustments for Items Paid by Seller in Advance

08	City/Town Taxes	to	
09	County Taxes	to	
10	Assessments	to	
11	HOA Dues	4/15/13 to 4/30/13	\$80.00
12			
13			
14			
15			

L. Paid Already by or on Behalf of Borrower at Closing **\$175,615.04**

01	Deposit	\$10,000.00
02	Loan Amount	\$162,000.00
03	Existing Loan(s) Assumed or Taken Subject to	
04		
05	Seller Credit	\$2,500.00

Other Credits

06	Rebate from Epsilon Title Co.	\$750.00
07		

Adjustments

08		
09		
10		
11		

Adjustments for Items Unpaid by Seller

12	City/Town Taxes	1/1/13 to 4/14/13	\$365.04
13	County Taxes	to	
14	Assessments	to	
15			
16			
17			

CALCULATION

Total Due from Borrower at Closing (K)	\$189,762.30
Total Paid Already by or on Behalf of Borrower at Closing (L)	– \$175,615.04

Cash to Close ☒ **From** ☐ **To Borrower** **\$14,147.26**

SELLER'S TRANSACTION

M. Due to Seller at Closing **\$180,080.00**

01	Sale Price of Property	\$180,000.00
02	Sale Price of Any Personal Property Included in Sale	
03		
04		

05		
06		
07		
08		

Adjustments for Items Paid by Seller in Advance

09	City/Town Taxes	to	
10	County Taxes	to	
11	Assessments	to	
12	HOA Dues	4/15/13 to 4/30/13	\$80.00
13			
14			
15			
16			

N. Due from Seller at Closing **\$115,665.04**

01	Excess Deposit	
02	Closing Costs Paid at Closing (J)	\$12,800.00
03	Existing Loan(s) Assumed or Taken Subject to	
04	Payoff of First Mortgage Loan	\$100,000.00
05	Payoff of Second Mortgage Loan	

06		
07		
08	Seller Credit	\$2,500.00
09		

10		
11		
12		
13		

Adjustments for Items Unpaid by Seller

14	City/Town Taxes	1/1/13 to 4/14/13	\$365.04
15	County Taxes	to	
16	Assessments	to	
17			
18			
19			

CALCULATION

Total Due to Seller at Closing (M)	\$180,080.00
Total Due from Seller at Closing (N)	– \$115,665.04

Cash ☐ **From** ☒ **To Seller** **\$64,414.96**

Additional Information About This Loan

Loan Disclosures

Assumption

- If you sell or transfer this property to another person, your lender
- ☐ will allow, under certain conditions, this person to assume this loan on the original terms.
 - ☒ will not allow assumption of this loan on the original terms.

Demand Feature

- Your loan
- ☐ has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
 - ☒ does not have a demand feature.

Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 5% of the monthly principal and interest payment.

Negative Amortization (Increase in Loan Amount)

- Under your loan terms, you
- ☐ are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
 - ☐ may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
 - ☒ do not have a negative amortization feature.

Partial Payments

- Your lender
- ☒ may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
 - ☐ may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
 - ☐ does not accept any partial payments.
- If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in
456 Somewhere Ave., Anytown, ST 12345

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

- For now,** your loan
- ☒ will have an escrow account (also called an “impound” or “trust” account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1	\$2,473.56	Estimated total amount over year 1 for your escrowed property costs: <i>Homeowner’s Insurance</i> <i>Property Taxes</i>
Non-Escrowed Property Costs over Year 1	\$1,800.00	Estimated total amount over year 1 for your non-escrowed property costs: <i>Homeowner’s Association Dues</i> You may have other property costs.
Initial Escrow Payment	\$412.25	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	\$206.13	The amount included in your total monthly payment.

- ☐ will not have an escrow account because ☐ you declined it ☐ your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner’s insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	\$285,803.36
Finance Charge. The dollar amount the loan will cost you.	\$118,830.27
Amount Financed. The loan amount available after paying your upfront finance charge.	\$162,000.00
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	4.174%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	69.46%



Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- ☒ state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- ☐ state law does not protect you from liability for the unpaid balance.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	Ficus Bank		Omega Real Estate Broker Inc.	Alpha Real Estate Broker Co.	Epsilon Title Co.
Address	4321 Random Blvd. Somecity, ST 12340		789 Local Lane Sometown, ST 12345	987 Suburb Ct. Someplace, ST 12340	123 Commerce Pl. Somecity, ST 12344
NMLS ID					
ST License ID			Z765416	Z61456	Z61616
Contact	Joe Smith		Samuel Green	Joseph Cain	Sarah Arnold
Contact NMLS ID	12345				
Contact ST License ID			P16415	P51461	PT1234
Email	joesmith@ ficusbank.com		sam@omegare.biz	joe@alphare.biz	sarah@ epsilontitle.com
Phone	123-456-7890		123-555-1717	321-555-7171	987-555-4321

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Applicant Signature

Date

Co-Applicant Signature

Date

Closing Disclosure

Closing Information

Date Issued
Closing Date
Disbursement Date
Settlement Agent
File #
Property

Sale Price

Transaction Information

Borrower

Seller

Summaries of Transactions

SELLER'S TRANSACTION

Due to Seller at Closing

01 Sale Price of Property
 02 Sale Price of Any Personal Property Included in Sale
 03
 04
 05
 06
 07
 08

Adjustments for Items Paid by Seller in Advance

09 City/Town Taxes to
 10 County Taxes to
 11 Assessments to
 12
 13
 14
 15
 16

Due from Seller at Closing

01 Excess Deposit
 02 Closing Costs Paid at Closing (J)
 03 Existing Loan(s) Assumed or Taken Subject to
 04 Payoff of First Mortgage Loan
 05 Payoff of Second Mortgage Loan
 06
 07
 08 Seller Credit
 09
 10
 11
 12
 13

08 Seller Credit

09

10

11

12

13

Adjustments for Items Unpaid by Seller

14 City/Town Taxes to
 15 County Taxes to
 16 Assessments to
 17
 18
 19

CALCULATION

Total Due to Seller at Closing
 Total Due from Seller at Closing
Cash ☐ From ☐ To Seller

Contact Information

REAL ESTATE BROKER (B)

Name

Address

__ License ID

Contact

Contact __ License ID

Email

Phone

REAL ESTATE BROKER (S)

Name

Address

__ License ID

Contact

Contact __ License ID

Email

Phone

SETTLEMENT AGENT

Name

Address

__ License ID

Contact

Contact __ License ID

Email

Phone



Questions? If you have questions about the loan terms or costs on this form, use the contact information above. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Closing Cost Details

Loan Costs		Seller-Paid	
		At Closing	Before Closing
A. Origination Charges			
01	% of Loan Amount (Points)		
02			
03			
04			
05			
06			
07			
08			
B. Services Borrower Did Not Shop For			
01			
02			
03			
04			
05			
06			
07			
08			
C. Services Borrower Did Shop For			
01			
02			
03			
04			
05			
06			
07			
08			

Other Costs			
E. Taxes and Other Government Fees			
01	Recording Fees Deed: Mortgage:		
02			
F. Prepays			
01	Homeowner's Insurance Premium (mo.)		
02	Mortgage Insurance Premium (mo.)		
03	Prepaid Interest (per day from to)		
04	Property Taxes (mo.)		
05			
G. Initial Escrow Payment at Closing			
01	Homeowner's Insurance per month for mo.		
02	Mortgage Insurance per month for mo.		
03	Property Taxes per month for mo.		
04			
05			
06			
07			
08	Aggregate Adjustment		
H. Other			
01			
02			
03			
04			
05			
06			
07			
08			
09			
10			
11			
12			
13			
J. TOTAL CLOSING COSTS			

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued
Closing Date
Disbursement Date
Agent
File #
Property

Appraised Prop. Value

Transaction Information

Borrower

Lender

Loan Information

Loan Term
Purpose
Product

Loan Type ☐ Conventional ☐ FHA
☐ VA ☐ _____
Loan ID #
MIC #

Loan Terms

Can this amount increase after closing?

Loan Amount

Interest Rate

Monthly Principal & Interest

See Projected Payments Below
for Your Total Monthly Payment

Does the loan have these features?

Prepayment Penalty

Balloon Payment

Projected Payments

Payment Calculation

Principal & Interest

Mortgage Insurance

Estimated Escrow
Amount Can Increase Over Time

Estimated Total
Monthly Payment

Estimated Taxes, Insurance
& Assessments

Amount Can Increase Over Time
See Details on Page 4

This estimate includes

- ☐ Property Taxes
☐ Homeowner's Insurance
☐ Other: Windstorm Insurance, HOA

In escrow?

See page 4 for escrowed property costs. You must pay for other property costs separately.

Cash to Close

Cash to Close

Includes in Closing Costs (in Loan Costs +
in Other Costs – in Lender Credits). See details on page 2..

Closing Cost Details

Loan Costs		Borrower-Paid		Paid by Others
		At Closing	Before Closing	
A. Origination Charges				
01	% of Loan Amount (Points)			
02				
03				
04				
05				
06				
07				
08				
B. Services Borrower Did Not Shop For				
01				
02				
03				
04				
05				
06				
07				
08				
09				
10				
C. Services Borrower Did Shop For				
01				
02				
03				
04				
05				
06				
07				
08				
D. TOTAL LOAN COSTS (Borrower-Paid)				
Loan Costs Subtotals (A + B + C)				
Other Costs				
E. Taxes and Other Government Fees				
01	Recording Fees	Deed:	Mortgage:	
02				
F. Prepays				
01	Homeowner's Insurance Premium (mo.)			
02	Mortgage Insurance Premium (mo.)			
03	Prepaid Interest	per day from to		
04	Property Taxes (mo.)			
05				
G. Initial Escrow Payment at Closing				
01	Homeowner's Insurance	per month for mo.		
02	Mortgage Insurance	per month for mo.		
03	Property Taxes	per month for mo.		
04				
05				
06				
07				
08	Aggregate Adjustment			
H. Other				
01				
02				
03				
04				
05				
06				
07				
08				
I. TOTAL OTHER COSTS (Borrower-Paid)				
Other Costs Subtotals (E + F + G + H)				
J. TOTAL CLOSING COSTS (Borrower-Paid)				
Closing Costs Subtotals (D + I)				
Lender Credits				

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Estimate	Final	Did this change?
Total Closing Costs (J)			
Closing Costs Paid Before Closing			
Closing Costs Financed (Included in Loan Amount)			
Down Payment/Funds from Borrower			
Funds for Borrower			
Cash to Close			

Disbursements to Others

Use this table to see a list of payments from your loan funds.

TO	AMOUNT
01	
02	
03	
04	
05	
06	
07	
08	
09	
10	
11	
12	
13	
14	
15	
Total Disbursement to Others	

Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

- ☐ will allow, under certain conditions, this person to assume this loan on the original terms.
- ☐ will not allow assumption of this loan.

Demand Feature

Your loan

- ☐ has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- ☐ does not have a demand feature.

Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 5% of the monthly principal and interest payment.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- ☐ are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- ☐ may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- ☐ do not have a negative amortization feature.

Partial Payment

Your lender will

- ☐ accept payments that are less than the full amount due (partial payments). Partial payments will be applied:

- ☐ not accept partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in _____

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- ☐ will have an escrow account (also called an “impound” or “trust” account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Payment		The amount included in your total monthly payment.

- ☐ will not have an escrow account because ☐ you declined it ☐ your lender does not require or offer one. You must directly pay your property costs, such as taxes and homeowner’s insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

☐ will allow, under certain conditions, this person to assume this loan on the original terms.

☐ will not allow assumption of this loan.

Demand Feature

Your loan

☐ has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.

☐ does not have a demand feature.

Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 5% of the monthly principal and interest payment.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

☐ are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

☐ may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

☐ do not have a negative amortization feature.

Partial Payment

Your lender will

☐ accept payments that are less than the full amount due (partial payments). Partial payments will be applied:

☐ not accept partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in _____

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

☐ will have an escrow account (also called an “impound” or “trust” account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Payment		The amount included in your total monthly payment.

☐ will not have an escrow account because ☐ you declined it ☐ your lender does not require or offer one. You must directly pay your property costs, such as taxes and homeowner’s insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Adjustable Payment (AP) Table

Interest Only Payments?	
Optional Payments?	
Step Payments?	
Seasonal Payments?	
Monthly Principal and Interest Payments	
First Change/Amount	
Subsequent Changes	
Maximum Payment	

Adjustable Interest Rate (AIR) Table

Index + Margin	
Initial Interest Rate	
Minimum/Maximum Interest Rate	
Change Frequency	
First Change	
Subsequent Changes	
Limits on Interest Rate Changes	
First Change	
Subsequent Changes	

Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

☐ will allow, under certain conditions, this person to assume this loan on the original terms.

☐ will not allow assumption of this loan.

Demand Feature

Your loan

☐ has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.

☐ does not have a demand feature.

Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 5% of the monthly principal and interest payment.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

☐ are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

☐ may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

☐ do not have a negative amortization feature.

Partial Payment

Your lender will

☐ accept payments that are less than the full amount due (partial payments). Partial payments will be applied:

☐ not accept partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in _____

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

☐ will have an escrow account (also called an “impound” or “trust” account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Payment		The amount included in your total monthly payment.

☐ will not have an escrow account because ☐ you declined it ☐ your lender does not require or offer one. You must directly pay your property costs, such as taxes and homeowner’s insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Adjustable Payment (AP) Table

Interest Only Payments?	
Optional Payments?	
Step Payments?	
Seasonal Payments?	
Monthly Principal and Interest Payments	
First Change/Amount	
Subsequent Changes	
Maximum Payment	

Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

☐ will allow, under certain conditions, this person to assume this loan on the original terms.

☐ will not allow assumption of this loan.

Demand Feature

Your loan

☐ has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.

☐ does not have a demand feature.

Late Payment

If your payment is more than 15 days late, your lender will charge a late fee of 5% of the monthly principal and interest payment.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

☐ are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

☐ may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.

☐ do not have a negative amortization feature.

Partial Payment

Your lender will

☐ accept payments that are less than the full amount due (partial payments). Partial payments will be applied:

☐ not accept partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in _____

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

☐ will have an escrow account (also called an “impound” or “trust” account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Payment		The amount included in your total monthly payment.

☐ will not have an escrow account because ☐ you declined it ☐ your lender does not require or offer one. You must directly pay your property costs, such as taxes and homeowner’s insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Adjustable Interest Rate (AIR) Table

Index + Margin
Initial Interest Rate
Minimum/Maximum Interest Rate
Change Frequency
First Change
Subsequent Changes
Limits on Interest Rate Changes
First Change
Subsequent Changes

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.

Finance Charge. The dollar amount the loan will cost you.

Amount Financed. The loan amount available after paying your upfront finance charge.

Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.

Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.

Approximate Cost of Funds (ACF). The approximate cost of the funds used to make this loan. This is not a direct cost to you.



Questions? If you have questions about the loan terms and costs on this form, contact your lender. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/learnmore.

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about

- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- ☐ state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and be liable for debt remaining after the foreclosure. You may want to consult a lawyer for more information.
- ☐ state law does not protect you from liability for the unpaid balance.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Settlement Agent
Name			
Address			
NMLS/ License ID			
Contact			
Contact NMLS/ License ID			
Email			
Phone			

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Applicant Signature

Date

Co-Applicant Signature

Date



Know before you close.

Five Things Signing Agents Need to Know Before October, 2015

Important things to know and how they change transactions you work on every day.

Five things to know:

- For most transactions, the HUD-1 Settlement Statement is no longer applicable.
- The new, federally-mandated Closing Disclosure must be delivered to the borrower by the lender prior to signing, enabling the borrower to review the disclosure and ask questions prior to signing.
- The Closing Disclosure is a lender-prepared form a copy of which will be included in the signing package.
- Settlement Agents will prepare a Closing Statement which will describe all of the receipts and disbursements made on behalf of the borrower/buyer and seller in a transaction.
- How can I find out more and be prepared?

Starting October 3, 2015, the new Consumer Financial Protection Bureau (CFPB) Integrated Mortgage Disclosures under the Real Estate Settlement Procedures Act (Regulation X) and the Truth-in-Lending Act (Regulation Z) will be used for residential real estate transactions. The form used at the end of the transaction is called the Closing Disclosure. In anticipation of the monumental changes of the new rules and new forms, here are five things you need to know before you sign your first borrower.

1. For most transactions, the HUD-1 Settlement Statement is no longer applicable.

The new forms apply to all closed-end consumer credit transactions secured by real property, which include:

- Purchase money loans
- Refinances
- Loans secured by 25 acres or less
- Loans secured by vacant land
- Construction-only loans
- Timeshare loans

Five Things Signing Agents Need to Know Before October, 2015

Important things to know and how they change transactions you work on every day.

2. The new, federally-mandated Closing Disclosure must be delivered to the borrower prior to signing, enabling the borrower to review the disclosure and ask questions prior to signing.

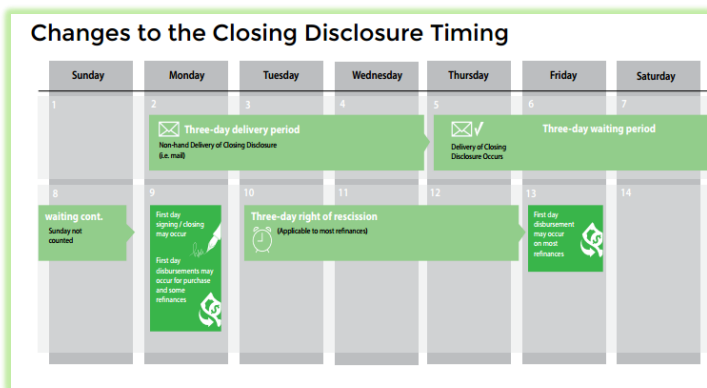
When you receive the loan document package for signing, the Delivery and Waiting Periods will have already expired. If the loan is a rescindable loan, the rescission period does not commence until the borrower receives two copies of the Notice of Right to Cancel.

4. Settlement Agents will prepare and include in the loan package you receive a Closing Statement which describes all of the receipts and disbursements made on behalf of the borrower/buyer and seller in a transaction.

The Closing Statement is not a new document. It is currently used on all-cash sales and non-residential closings. The Settlement Agent needs the Closing Statement for the escrow file. Borrowers/buyers and sellers will approve their charges by signing the Closing Statement. The Settlement Agent, the party disbursing the loan funds, is identified on Page 5 of the Closing Disclosure.

5. How can I find out more and be prepared?

With the forms, dates, rules and laws taking effect this year it can seem like a lot to take in and remember. The good news is that we have done our homework and we are here to help guide you through. If you have any questions, concerns, or need more information about what else you can do to be ready for the changes coming—just ask. We are your CFPB readiness partner every step of the way.



3. The Closing Disclosure is a lender-prepared form which will be included as a part of the loan package.

The Closing Disclosure is a five-page document created to replace the final TILA Disclosure and the HUD-1 Settlement Statement. Even though a copy was provided to the borrower prior to the signing the lender needs the Closing Disclosure signed for its loan file.

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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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.