

MORTGAGE ASSURANCE INC.
1200 Ashwood Pkwy. Ste 200
Atlanta, GA 30338
Phone 770.238.1565 | Fax 888.415.5257
Website: www.MAIBroker.com



Account Executive: _____

(Please enter the name of your AE)

Welcome to Mortgage Assurance Inc.

Thank you for your interest in becoming an approved Broker with MORTGAGE ASSURANCE INC (MAI). Enclosed you will find a Broker Application Package. Please complete the package and return it to your new Account Executive. We look forward to a long and mutually beneficial business relationship with you.

DOCUMENT REQUIREMENT CHECKLIST

- Completed Broker Application
- Client Contract
- Anti-Fraud Agreement
- Resolution of Board of Directors
- Lender Paid Broker Compensation Agreement
- Anti Money Laundering Program Verification
- Copy of Resume
- Employee Roster
- List of State License(s)
- QC Plan
- Most Recent Financials
- Company Website

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APPLICATION FOR CLIENT APPROVAL

1. Legal Name of Company _____
 D.B.A Names(s) _____
 Mailing Address _____
 Account Representative _____ Federal Tax ID _____

2. Addresses of Loan Origination Office(s) (please attach if more than two):

3. Contacts:

_____	()	_____	()	_____
Name/Title	Phone Number	Fax Number	Email Address	
_____	()	_____	()	_____
Name/Title	Phone Number	Fax Number	Email Address	

4. Where would you like the following sent:

Rate Sheets: _____
 Underwriting Sheets: _____
 Rate Lock Confirmations: _____

5. Names and Titles of Owners and Principal Officers (please attach if more than three):

_____	_____	_____	_____
Name	Title	% Ownership/Shares	**Social Security #
_____	_____	_____	_____
Name	Title	% Ownership/Shares	**Social Security #
_____	_____	_____	_____
Name	Title	% Ownership/Shares	**Social Security #
_____	_____	_____	_____
Name	Title	% Ownership/Shares	**Social Security #

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Upon receipt of this application, you will be contacted by a representative of Mortgage Assurance, Inc. for a brief interview. Please provide your representative's name and the best time to reach him or her.

_____ AM/PM
Name Times

_____ AM/PM
Name Times

The undersigned being duly authorized to complete this application states that the information contained herein is true and correct.

_____ Date
Name (Signature)

_____ Title
Print Name

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CLIENT CONTRACT

This Client Contract (as may be amended, supplemented or otherwise modified from time to time, this "Client Contract") is made this ____ day of _____, 20____, by Mortgage Assurance, Inc., its successors and assigns ("MAI") and _____ (the "Client", and, together with MAI, the "parties" and each, individual "party").

WHEREAS, the Client desires to sell loans to MAI, and MAI desires to purchase loans from the Client and/or table fund loans on behalf of Client, pursuant to the terms of this Contract and the MAI Client Guide incorporated herein by reference, as amended, supplemented, or otherwise modified, from time to time (the "Client Guide").

NOW, THEREFORE, in consideration of the premises, and the terms, conditions and agreements set forth below, the parties agree as follows:

1. Incorporation of Client Guide by Reference.

The Client acknowledges that it has received and read the Client Guide. All provisions of the Client Guide are incorporated by reference into and made a part of this Client Contract, and shall be binding upon the parties; provided, however, that the Client shall be entitled to deliver loans to MAI only if and for so long as it shall have been authorized to do so by MAI in writing. Specific reference in this Client Contract to particular provisions of the Client Guide and not to other provisions does not mean that those provisions of the Client Guide not specifically cited in this Client Contract are not applicable. All terms used herein shall have the same meanings as such terms have in the Client Guide, unless the context clearly requires otherwise.

The Client acknowledges and understands that by signing this Client Contract, it agrees to be responsible for the representations and warranties set forth in the Client Guide and to comply with all requirements including, without limitation, repurchase and indemnification agreements therein.

2. Amendments.

The Client Contract may not be amended or modified orally, and no provision of this Client Contract may be waived or amended except in writing signed by the party against whom enforcement is sought. Such a written waiver or amendment must expressly reference this Client Contract, however, by their terms, the Guide may be amended or supplemented by MAI from time to time. Any such amendment(s) to the Client Guide shall be binding upon the parties hereto.

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3. Representations and Warranties.

a. Reciprocal Representations and Warranties

The Client and MAI each represents and warrants to the other that as of the date of this Client Contract:

- 1. Each party is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization, is qualified, if necessary, to do business and in good standing in which jurisdiction in which it is required to be so qualified, and has the requisite power and authority to enter into this Client Contract and all other agreements which are contemplated by this Client Contract and to carry out its obligations hereunder and under the Guide and under such agreements.*
- 2. This Client Contract has been duly authorized, executed and delivered by each party and constitutes a valid and legally binding agreement of each party enforceable in accordance with its terms.*
- 3. There is no action, proceeding or investigation pending or threatened, and no basis therefore is known to either party, that could affect the validity or prospective validity of this Client Contract.*
- 4. Insofar as its capacity to carry out any obligation under this Client Contract is concerned, neither party is in violation of any charter, articles of incorporation, bylaws, mortgage, indenture, indebtedness, agreement, instrument, judgement, decree, order, statute, rule or regulation and none of the foregoing adversely affects its capacity to fulfill any of its obligations under this Client Contract. Its execution of, and performance pursuant to, this Client Contract will not result in a violation of any of the foregoing.*

b. Client's Representations, Warranties and Covenants.

In addition to the representations, warranties and covenants made by the Client pursuant to subparagraph (a) of this paragraph 3, the Client makes the representations, warranties and covenants set forth in the Client Guide and, upon request, agrees to deliver to MAI the certified Resolution of Board of Directors, if applicable, which authorizes the execution and delivery of this Client Contract.

5. Client's Status as Independent Contractor.

At no time shall the Client represent that it is acting as an agent of MAI. The Client shall, at all times, act as an independent contractor.

6. Prior Agreements Superseded.

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This Client Contract restates, amends and supersedes any and all prior Client contracts or between the parties.

7. Assignment.

This Client Contract may not be assigned or transferred, in whole or in part, by the Client without the prior written consent of MAI. MAI may sell, assign, convey, hypothecate, pledge or in any other way, transfer, in whole or in part, without restriction, its rights under this Client Contract and the Client Guide with respect to any Commitment or loan. Unless MAI specifies otherwise, any such sale, assignment, conveyance, hypothecation, pledge or transfer shall be effective upon written notice by MAI to the Client.

8. Notices.

All notices, requests, demands or other communications that are to be given under this Client Contract shall be in writing, addressed to the appropriate parties and sent by fax or by overnight courier or by United States mail, postage prepaid, to the addresses and fax numbers specified below. However, another name, address and/or fax number may be substituted by the Client pursuant to the requirements of this paragraph 8, or by MAI pursuant to amendment to the Client Guide.

If to MAI, notices must be sent to the appropriate address or fax number specified in the Client Guide.

If to Client, notices must be sent to:

Attention: _____

Fax Number: () _____

9. Jurisdiction and Venue.

Each of the parties irrevocably submits to the jurisdiction of any state or federal court located in Dekalb County, Georgia, over any action, suit or proceeding to enforce or defend any right under this Client Contract or otherwise arising from any loan sale existing in connection with this Client Contract, and each of the parties irrevocably agrees that all claims in respect of any such action or proceeding may be heard or determined in such state or federal court. Each of the parties irrevocably waives the defense of an inconvenient forum to the maintenance of any such action or

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proceeding and any other substantive or procedural rights or remedies it may have with respect to the maintenance of any such action or proceeding in any such forum. MAI, if it elects, may choose arbitration as a means to resolve any dispute or claim arising under the Client Contract. Client agrees to arbitrate any dispute or claim arising under the Client Contract if MAI elects arbitration. If such an election is made, MAI shall give Client written notice of its intent to arbitrate. After such notice is given by MAI, any dispute, controversy or claim arising out of or in connection with or relating to this Client Contract, its formation or any breach or alleged breach hereof, shall be determined and settled by arbitration in Atlanta, Georgia, conducted by one (1) arbitrator, experienced with residential mortgage lending, selected by the American Arbitration Association ("AAA") from the panel maintained by AAA. The arbitration shall be conducted pursuant to the then existing Commercial rules, regulations, practices and procedures of AAA. Any decision rendered by the arbitrator shall be final, conclusive and binding upon the parties to the arbitration and may be enforced by the judgment and order of any court having competent jurisdiction. The arbitrator shall award to the prevailing party costs and fees, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as courier, overnight mail fees, court costs, witness fees and attorney's fees.

Each of the parties agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. Each of the parties further agrees not to institute any legal actions or proceedings against the other party or any director, officer, employee, attorney, guarantor, agent or property of the other party, arising out of or relating to this Client Contract in any court other than as herein above specified in this paragraph 9.

10. Transfer Letter with Each Loan.

Client shall sign a transfer letter for each mortgage application it submits to MAI. The transfer letter, in the form prescribe by MAI shall transfer all of Client's interest in and to the mortgage application to MAI and shall reaffirm the representations and warranties as shown in the Client Guide. Client authorizes any employee, processor, loan originator or agent, or any other person who has submitted the loan on behalf of Client, to sign the transfer letter on behalf of Client.

11. Miscellaneous.

This Client Contract, including all documents incorporated by reference herein, constitutes the entire understanding between the parties hereto and supersedes all other agreements, covenants, representations, warranties, understandings and communications between the parties, whether written or oral, with respect to the transactions contemplated by this Client Contract. This Client Contract shall continue until such time as notice of Termination is made by either party as set forth in the Client Guide. Client understands and agrees that time is of the essence with respect to each and every provision of this Client Contract. All paragraph headings contained herein are for convenience only and shall not be construed as part of this Client Contract. Any provision of this Client Contract that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or

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unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction, and, to this end, the provisions hereof are severable. This Contract shall be governed by, and construed and enforced in accordance with, applicable federal laws and the laws of the State of Georgia.

IN WITNESS WHEREOF, the duly authorized officers of the Client and MAI have executed this Client Contract as of the date first above written.

CLIENT

By: _____
Signature

By: _____
Typed Name

Title

ATTEST:

(Affix Corporate Seal)

By: _____
Signature

By: _____
Typed Name

Title

Mortgage Assurance, Incorporated:

By: _____

Title

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ANTI-FRAUD AGREEMENT

State: _____

City: _____

Client: _____ ("Client")

The term "Client" shall include all employees, agents and any third-parties or independent contractors Client used in originating or processing the mortgage loan.

IN CONSIDERATION of Mortgage Assurance, Inc. ("MAI") waiving its requirement that Client provide a Blanket Fidelity Bond and Errors and Omissions Policy, the undersigned principals and owners of the Client agree as follows:

It is Client's responsibility to ensure that loan documentation delivered to MAI is truthful and does not contain any misrepresentations. Examples of actions or omissions that constitute misrepresented or false information in a mortgage transaction include, but are not limited to:

- 1) Non-disclosure of material or relevant information regarding the Borrower or pertinent information about the transaction
- 2) Accepting the identity of a Borrower and their personal information without validating their identity or the authenticity of their information and documentation
- 3) Representation by the Borrower(s) or Client that the property will be owner occupied, when in fact the property is being acquired for investment purposes
- 4) Allowing multiple owner-occupied loan applications for the same Borrower(s) to be processed consecutively or simultaneously with the intent to close more than one owner occupied loan
- 5) Making false or inaccurate statements or providing false or inaccurate information on a loan application or on supporting documentation, including appraisals
- 6) Failure to perform fiduciary due diligence or failure to obtain or include all information required by the loan application and all supporting information or documentation
- 7) Forgery of information or documentation or the alteration of accurate information, either fully or partially, regardless if the accurate information or documentation was authentically acceptable
- 8) Failure to question information or documentation accepted from the Borrower(s) or other relevant parties to the transaction
- 9) Submission of information or documentation that was accepted when known to be inaccurate or should have been suspected to be inaccurate

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- 10) Failure to maintain the integrity of Client controlled documents or allowing the Borrower or other parties with interests in the transaction to provide assistance or gain control of documentation
- 11) Submission of information or documentation that is inaccurate, false or would falsely entice the funding of a mortgage application package
- 12) Employing or engaging the use of an appraiser under the requirement of obtaining a predetermined or minimum value that is not supported by relevant data
- 13) Engaging in the practice of or condoning the conduct under which Borrowers receive mortgage loans for which they have no ability to repay or using another party to qualify in their place.

Should MAI discover that any mortgage loan delivered to MAI contains misrepresentations or false information, regardless of whether the Client had actual knowledge of the misrepresentation, which has resulted in a loss to MAI the undersigned agree to indemnify MAI for the resulting loss. Such loss shall be an amount identical to any amount MAI is contractually obligated to pay an investor in the event that MAI sold the mortgage loan originated by Client to such investor, by way of example and not limitation, the amount of a repurchase demand, or the amount of damages due under an indemnification agreement given by MAI from its investor. The amount of such damage demanded by any investor shall be conclusive as to the amount the undersigned shall pay MAI. It shall not be a defense that MAI's investor could have mitigated the damages, or there was a failure to appropriately sell the real property securing the loan to a third party. In the event that MAI retained the loan and did not sell the loan originated by Client to an investor, the loss to be indemnified shall be the amount due under the promissory note, plus collection costs and attorney fees, marketing costs, plus advances for taxes and insurance, plus repair and maintenance expenses, less the net proceeds from the sale of the real property securing the subject loan to a third party. MAI shall take reasonable steps to market any such property and the costs associated with the sale and marketing of the

property shall be at the sole discretion of MAI. Finally, MAI, at its sole discretion, may elect to sell the loan originated by Client to a "scratch and dent" investor at a discounted principle amount. The amount of loss which shall be indemnified shall be the amounts due MAI under the note and security agreement regarding the loan at issue, less the amount received by MAI from the sale of the loan to such "scratch and dent" investor.

The undersigned expressly represent and acknowledge that the making of any financial accommodations by MAI to Client are and will be of direct interest, benefit and advantage to the undersigned.

The obligations of the undersigned hereunder are independent of the obligations of Client, and a separate action or actions for payment, damages or performance may be brought and prosecuted against the undersigned whether or not an action is brought against Client or the security for Client's obligations, and whether or not Client be joined in any such action or actions, and whether or not notice be given or demand be made upon Client.

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Any notice, demand or request by MAI, its successors or assigns, to the undersigned, shall be in writing, and shall be deemed to have been duly given or made if either delivered personally to the undersigned or sent by email, fax, or commercial overnight delivery, like UPS or Fed Ex, addressed to the undersigned.

MAI shall be entitled to assign this Agreement and all of its rights, privileges, interests, and remedies hereunder to any other person, firm, entity, bank or corporation whatsoever without notice to or consent by the undersigned, and such assignee shall be entitled to the benefits of this Agreement and to exercise all such rights, interests and remedies as fully as MAI.

This Agreement shall inure to the benefit of MAI, its successors and assigns, and shall bind each of the undersigned jointly and severally, together with their heirs, representatives, successors and assigns, if more than one party shall execute this Agreement, the term "undersigned" shall mean all parties executing this Agreement, and all such parties shall be jointly and severally obligated hereunder.

This Agreement shall be construed in accordance with the laws of the State of Georgia and such laws shall govern the interpretation, construction and enforcement hereof. The undersigned agrees to the jurisdiction, venue and arbitration provisions as set forth for the Client in the Client Contract (i.e. the agreement between MAI and Client) and shall be governed by the same. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such remainder of such provision or the remaining provisions of this Agreement.

SIGNED, SEALED AND DELIVERED as of this _____ day of _____, 20_____.

(All Principals and Owners of Client to Sign)

(SEAL)

(SEAL)

(Signature), as an individual, not as a
corporate officer.

(Signature), as an individual, not as a
corporate officer.

Type Name

Type Name

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(SEAL)

(SEAL)

*(Signature), as an individual, not as a
corporate officer.*

*(Signature), as an individual, not as a
corporate officer.*

Type Name

Type Name

(SEAL)

(SEAL)

*(Signature), as an individual, not as a
corporate officer.*

*(Signature), as an individual, not as a
corporate officer.*

Type Name

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RESOLUTION OF BOARD OF DIRECTORS

OF

(Client Name)

RESOLVED FIRST, that:

_____	<i>the</i>	_____	<i>and</i>
(Name of Officer)		(Title)	
_____	<i>the</i>	_____	<i>and</i>
(Name of Officer)		(Title)	
_____	<i>the</i>	_____	<i>and</i>
(Name of Officer)		(Title)	
_____	<i>the</i>	_____	<i>and</i>
(Name of Officer)		(Title)	

of this corporation, or any one or more of them or their duly elected or appointed successors in office, be and each of them is hereby authorized and empowered in the name of and on behalf of this corporation and under its corporate seal, from time to time while these resolutions are in effect, to execute, any and all agreements, contracts, including without limitation a certain Client Contract, assignments, endorsement and issuance of checks or drafts, reports, mortgage documents, and other papers in connection with documents, and furnish any information required or deemed necessary or proper by Mortgage Assurance, Inc. ("MAI") in connection with any of the foregoing.

BE IT FURTHER RESOLVED, that:

With each mortgage loan delivered by Client to MAI that MAI requires that a Transfer Letter, in the form prescribe by MAI, as shown in MAI's Client Guide, accompany each loan. The transfer letter shall transfer all of Client's interest in and to the mortgage application to MAI and shall reaffirm the representations and warranties made in the Client

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Contract. Client authorizes any employee, processor, loan originator or agent, or any other person who has submitted the loan on behalf of Client, to sign the transfer letter on behalf of Client.

CERTIFICATION

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution presented to and adopted by the Board of Directors of _____ at a meeting duly called and held at _____ on the _____ day of _____, 20____ at which a quorum was present and voted, and that such resolution is duly recorded in the minute book of this corporation, that the officers named in said resolution have been duly elected or appointed to, and are the present incumbents of, the respective offices set after their respective names.

(Corporate Seal)

(If no corporate seal,
please so specify)

(Secretary)

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LENDER PAID BROKER COMPENSATION AGREEMENT

Election Agreement

Effective Date: _____

BUSINES NAME	BROKER CONTACT
INDIVIDUAL & CORPORATION NMLS#	EMAIL
PHONE	FAX

I, the authorized signer for and on behalf of Broker, hereby elect the following percentage of loan amount for determining Broker's Lender-Paid Compensation amount in compliance with the Board of Governors of the Federal Reserve System's Regulation Z to the Truth in Lending Act, for all wholesale funded loans where borrower(s) have chosen to have **MORTGAGE ASSURANCE INC.** pay the Broker's compensation:

Select only one Compensation Percentage option by checking box below:

COMPENSATION PLAN								
<input type="checkbox"/>	PLAN	%	<input type="checkbox"/>	PLAN	%	<input type="checkbox"/>	PLAN	%
<input type="checkbox"/>	A	0.500%	<input type="checkbox"/>	H	1.375%	<input type="checkbox"/>	N	2.250%
<input type="checkbox"/>	B	0.625%	<input type="checkbox"/>	I	1.500%	<input type="checkbox"/>	O	2.375%
<input type="checkbox"/>	C	0.750%	<input type="checkbox"/>	J	1.625%	<input type="checkbox"/>	P	2.500%
<input type="checkbox"/>	D	0.875%	<input type="checkbox"/>	K	1.750%	<input type="checkbox"/>	Q	2.625%
<input type="checkbox"/>	E	1.000%	<input type="checkbox"/>	L	1.875%	<input type="checkbox"/>	R	2.750%
<input type="checkbox"/>	F	1.125%	<input type="checkbox"/>	J	2.000%			
<input type="checkbox"/>	G	1.250%	<input type="checkbox"/>	M	2.125%			

Broker's election cannot be changed until the next open election period.

Optional: Include Flat Fee of \$_____ in Pricing? Yes No
 (Flat fee not available for LPC of 2.75%)

Optional: Minimum: \$_____ Maximum: \$_____
 (Compensation must follow under QM rule for QM loans)

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MAI will determine each open election period. This initial election will automatically renew if Broker chooses not to change the election percentage amount during subsequent open election periods.

Broker certifies that when compensation is paid by Lender, such amount is and will be their sole source of compensation. Broker will not charge or in any way assess borrower(s) any additional fees or charges. Broker will not receive or accept any compensation in any form, at any time, from any party other than the Lender. Broker's compensation is subject to all applicable federal, state and local laws and regulations. Broker certifies that Broker's Originator compensation plan complies with all applicable federal, state and local laws and regulations.

This Compensation Election Percentage applies to all wholesale funded loans submitted by Broker and its Affiliates to MAI.

Broker's Legal Entity

Name: _____

Broker's Lender ID #: _____ and NMLS# _____

Executed this _____ day of _____ 20_____.

By: _____

Name: _____

(Print or Type Name)

Title: _____

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ANTI MONEY LAUNDERING PROGRAM VERIFICATION

By signing below you are confirming that _____, your company, has had the appropriate meets, and developed an appropriate Anti Money Laundering ("AML") program(s) as required through the Bank Secrecy Act ("BSA") by the Financial Crimes Enforcement Network ("FinCEN") under 31 C.F.R. 1029.210 Anti-money laundering programs for loan or finance companies in all matters as described at www.fincen.gov.

Mortgage Assurance Inc. as determined by Mortgage Assurance Inc.'s compliance officer may require copies of your company's AML compliance documentation.

Date: _____

Company Name: _____

Company NMLS ID: _____

Authorized signature: _____

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AFFILIATED BUSINESS DISCLOSURE

PLEASE PROVIDE THE INFORMATION REQUESTED ON ALL AFFILIATED BUSINESSES

An affiliate relationship means the relationship among business entities where one entity has effective control over the other by virtue of a partnership or other agreement or is under common control with the other by a third entity or where an entity is a corporation related to another corporation as parent to subsidiary by an identity of stock ownership. **(Any owners, partners, shareholders, directors, officers, employee, or loan officers have any ownership interest, directly or indirectly in any affiliate businesses)**

We are not affiliated with any other entity.

We are affiliated other entities (List all affiliated business below).

 Affiliated Company Nature of Business If shared ownership, list all other owners

 Affiliated Company Nature of Business If shared ownership, list all other owners

 Affiliated Company Nature of Business If shared ownership, list all other owners

 Company Name Company NMLS Number

 GJ[bUti fY'cZ5i hcf]nYX'DYfgcbBY Date

The information transmitted with this checklist is strictly confidential. It is therefore intended only for the person or entity designated to receive this transmission set forth above. Use or dissemination by anyone other than the designated recipient or proper agent thereof is strictly prohibited. In the event this information is received by anyone other than the designated recipient; the sender should be notified immediately so arrangements may be made to return this information at no cost to the recipient.