



Revised 09-15-2017

# LOAN APPLICATION FOR MORTGAGES ONE DAY AFTER BANKRUPTCY, LOAN MODIFICATION, FORECLOSURE OR SHORT SALE

Dear Prospective Borrower,

Thank you for choosing **LENDERLINE®** for your mortgage needs. We are currently offering **mortgages one day after bankruptcy, loan modification, foreclosure or short sale** under the following guidelines:

- Property must be located in the State of California.
- Up to 65% LTV.
- Self-employed requires 2 years tax returns plus YTD profit and loss.
- Wage earners require 2 years W2 plus most recent 30 days' paystubs.
- 500 minimum credit score.
- Up to 50% debt-to-income ratio.
- \$75,000 minimum loan amount.
- \$3,000,000 maximum loan amount.
- Single family residence, PUD, condos, townhouses and 2-4 units.
- Primary residence, second homes or investment properties.
- Purchase, rate and term, or cash out refinance.
- No reserves required.
- Available as a 7/1 ARM or 30-year fixed.
- No prepayment penalty.

Please call for current pricing. Please be advised that loan product guidelines, terms, conditions and pricing are subject to change without notice.

#### **SUBMISSION REQUIREMENTS:**

In order to complete your mortgage application or loan pre-approval request for our *mortgages one day after bankruptcy, loan modification, foreclosure or short sale*, please furnish us with the following items:

**ENGAGEMENT LETTER (ATTATCHED).** All borrowers/co-borrowers to complete, sign and date.

**NON-DISCLOSURE & NON-COMPETITION AGREEMENT (ATTACHED).** All referring real estate professionals will be required to complete, sign and date.

**AUTHORIZATION TO ORDER CREDIT REPORT (ATTACHED).** All borrowers/co-borrowers to complete, sign, and date. Foreign nationals do not need to complete this form.

**BORROWER SIGNATURE AUTHORIZATION (ATTACHED).** All borrowers/co-borrowers to complete, sign, and date.

**UNIFORM RESIDENTIAL LOAN APPLICATION (ATTACHED).** All borrowers/co-borrowers to complete, sign, and date. Married co-borrowers may complete the application jointly. Unmarried co-borrowers are each required to complete a separate application. All sections for employment and income will be completed.

**INCOME DOCUMENTATION.** Please provide the following:

#### Wage Earners

- Last 2 years W-2s.
- Most recent 30 days' paycheck stubs showing year-to-date earnings.

#### Self-Employed

- Year-to-date profit & loss.
- Most recent 2 years *personal* tax returns *must include all schedules*.
- If you own more than 25% of a corporation, LLC or partnership from which you
  derive income, provide most recent 2 years business tax returns must include all
  schedules.

#### For Retirement or Fixed Income

- Most recent award letter(s) indicating annual benefits amount(s).
- Most recent 2 years' 1099s and/or W-2s.
- Most recent 2 years' tax returns must include all schedules.

**ASSET DOCUMENTATION.** Asset verification will be required to meet the down payment requirements on purchases. Please provide <u>ALL PAGES</u>, even if they are blank, of the most recent 2 months' (or quarterly) statements for the following types of accounts:

Checking accounts.

- Savings accounts.
- Money market accounts.
- Stocks.
- Bonds.
- Time deposits.
- Mutual funds.

Internet printouts are not acceptable – the lender will require copies of the statements that are mailed to you each month through the U.S. postal service. If your bank provides .pdf versions of your statements in the exact format in which the ones that are mailed to you, these may be provided. A letter of explanation and supporting documentation will be required to explain any large deposits. *Please note - applicants with significant assets in one account may submit documentation for just that one account in lieu of all of these types of accounts.* 

**SCHEDULE OF REAL ESTATE OWNED.** Provide the following for all properties that you currently own:

- HUD-1 settlement statement from when property was acquired.
- Most recent mortgage statement showing payment, principal balance, property address and loan number, or a letter indicating that the property has no mortgage.
- Most recent property tax statements.
- Most recent declarations page showing insurance coverage and annual premium.
- Most recent homeowner's association dues statement, if applicable.
- Current rental agreement(s).

#### **PHOTO IDENTIFICATION.** Provide ONE of the following items:

- Driver license.
- U.S. passport.
- U.S. permanent resident card.
- For foreign nationals, a copy of your foreign passport and valid U.S. visa.

**SOCIAL SECURITY CARD.** Provide a copy of your social security card. Foreign nationals do not need to provide this item.

#### **FOR PURCHASES, IF YOU HAVE ALREADY OPENED ESCROW:**

**PURCHASE CONTRACT AND ALL COUNTEROFFERS/ADDENDUMS.** Provide a copy of the purchase contract and all counteroffers and addendums. **Please note - all items must be signed by both the buyer and the seller**.

**HOMEOWNER'S ASSOCIATION INFORMATION (IF APPLICABLE).** Provide the following information for any homeowner's associations (HOA) to which your property is a member:

- HOA complete legal name.
- HOA complete address.
- HOA contact name.

HOA telephone number.

**ESCROW CONTACT INFORMATION.** Provide the contact information for the escrow company that you have selected, as well as any escrow number that has been assigned to your file.

**INSURANCE QUOTATION.** Provide a quotation from the insurance agent that will provide your hazard insurance (or HO-6 insurance if property is a condominium or townhouse).

#### **IF THIS IS A REFINANCE:**

**MORTGAGE STATEMENT(S) FOR PROPERTY BEING REFINANCED.** Provide a copy of your most recent mortgage statement(s) from the property that we will be refinancing.

**HOMEOWNER'S ASSOCIATION DUES STATEMENT (IF APPLICABLE).** If your property is a member of a homeowner's association, provide a copy of your most recent homeowner's association dues statement from the property that we will be refinancing.

**INSURANCE DECLARATIONS.** Provide a copy of the declarations page of your hazard insurance (or HO-6 insurance if property is a condominium) for the property you will be refinancing showing coverage amount and annual premium.

**PROPERTY TAX BILL.** Provide a copy of your most recent property tax bill for the property you will be refinancing.

#### **METHOD OF DELIVERY:**

These items may be delivered by:

- **Fax.** Fax all items to (949) 272-0167
- **Email.** Scan and email all items to: <a href="mailto:submissions@lenderline.com">submissions@lenderline.com</a>
- **Overnight Delivery.** Overnight all items to:

#### **LENDERLINE®**

23 Corporate Plaza, Suite 150 Newport Beach, CA 92660 Tel: (888) 661-7888

IMPORTANT: IF YOU ELECT TO SEND THESE ITEMS VIA OVERNIGHT DELIVERY, DO NOT SEND ORIGINAL DOCUMENTS AS WE WILL NOT BE ABLE TO RETURN THESE ITEMS TO YOU.

If you have any questions, please do not hesitate to call me.

Thank you for the opportunity to be of service.

Sincerely,

## Murdock McIntyre

Murdock McIntyre CA BRE 01058154 NMLS 279944 (personal) / 463086 (company)

LENDERLINE®

23 Corporate Plaza, Suite 150 Newport Beach, CA 92660

Tel: (888) 661-7888 Fax: (949) 272-0167

Email: <u>murdock.mcintyre@lenderline.com</u>

Website: <u>www.lenderline.com</u>





Questions? Call us at 1-888-661-7888

#### **ENGAGEMENT LETTER**

This ENGAGEMENT LETTER (hereafter referred to as "Agreement") is entered into as of the effective date (hereafter referred to as "Effective Date") by and between the undersigned borrower (hereafter referred to as "Borrower") and LENDERLINE® (hereinafter referred to as "Agent"). In consideration of the mutual covenants and undertakings to be performed by this Agreement, and with the intention of being legally bound thereby, the parties by their signature below hereby agree as follows:

#### **Terms of Agreement**

- 1. AUTHORIZATION. Borrower hereby appoints and employs Agent to represent Borrower in obtaining a loan (hereinafter referred to as "Loan") secured by real property in the State of California and all improvements thereon (hereinafter referred to as "Property") from any lender (hereinafter referred to as "Lender"), under terms and conditions agreeable to Borrower as evidenced by Borrower's signature on the loan application, term sheets, disclosures, loan documents, or other correspondence provided by Lender and/or Agent in connection with the loan transaction (hereinafter referred to as "Loan Transaction").
- 2. TERM. The term of this Agreement shall commence upon the Effective Date and shall expire six (6) months thereafter (hereinafter referred to as "Term of Agreement"). If, at the end of the Term of Agreement, a Loan commitment has not been obtained from a Lender, but substantial progress has been made toward obtaining a Loan commitment from a Lender, the extension of the Term of Agreement for a reasonable period shall not be unreasonably withheld by the Borrower.
- 3. FEE. Borrower acknowledges and agrees that Agent shall earn a fee (hereafter referred to as "Fee") in an amount indicated in the fee addendum and/or disclosure documents that will be provided to Borrower after an evaluation of the borrower's loan application and supporting documentation.
- 4. FIRST RIGHT OF REFUSAL. Borrower and Agent acknowledge that Borrower may wish to obtain quotations or offers (hereafter referred to as "Competing Offers") from other mortgage brokers, bankers or lenders (hereafter referred to as "Other Loan Originators"), however, as consideration for Agent's time, effort and expense in fulfilling its obligations under this Agreement, Borrower agrees to provide Agent with the first right of refusal to provide a Loan to Borrower under equal or better terms as Competing Offers provided by Other Loan Originators as evidenced by a written notice to Agent containing, at a minimum, a Good Faith Estimate and lock confirmation indicating the terms of the Competing Offers from Other Loan Originators (hereafter referred to as "Notice of Competing Offer"). Upon Borrower's delivery of the Notice of Competing Offer to Agent, Agent shall have five (5) business days to provide written confirmation of Agent's ability to provide a Loan to Borrower under equal or better Loan Terms than those indicated in the Competing Offers. In the event that Agent does not provide written confirmation to Borrower within five (5) business days from receiving a Notice of Competing Offer, this shall be construed as Agent's inability to provide a Loan to Borrower under equal or better Loan Terms as those indicated in the Notice of Competing Offer, and Borrower shall be released from its obligations under this Agreement. In the event that Borrower either: (a) fails to provide Agent with the first right of refusal according to the provisions specified above, or (b) consummates a Loan with any Other Loan Originator after Agent agrees to provide a Loan to Borrower under equal or better Loan Terms as those indicated in the Notice of Competing Offer, Borrower shall be immediately liable to Agent for a fee (hereafter referred to as "Fee") in the amount of three percent (3.00%) of the Loan amount and shall pay this Fee upon demand.

	Engagement Letter – Keviseu 02/01/2013
	Page 1 of 3
Borrower's Initials:	
Co-Borrower's Initials:	

Agent's	Initials:	
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- 5. EXCLUSIVE REPRESENTATION & NON-COMPETITION. Agent shall be deemed to be the exclusive representative of the Borrower with regards to any Lender to which the Borrower is introduced by Agent (hereinafter referred to as "Exclusive Lender") for a five (5) year period from the Effective Date of this Agreement. In the event that Borrower consummates any Loan with an Exclusive Lender during the five-year period from the Effective Date of this Agreement, either directly with the Exclusive Lender or through a third party loan originator acting as a broker, banker or correspondent, Borrower shall be liable to Agent for a fee in the amount of three percent (3.000%) of the Loan amount and shall pay this Fee upon demand. Borrower agrees that Competing Offers received from an Exclusive Lender may not be used to compete with Agent under the first right of refusal provisions outlined in section 4 of this Agreement for a five (5) year period from the Effective Date of this Agreement.
- 6. CONFIDENTIALITY & NON-DISCLOSURE. Borrower understands, acknowledges and agrees that the identity of an Exclusive Lender, if provided to a third party, could be used independently of and/or in competition with Agent. As consideration for Agent entering into this Agreement, Agent will require certain warranties and assurances from Borrower. Borrower hereby warrants and agrees that: (a) The identity of an Exclusive Lender shall be considered confidential information (hereinafter referred to as "Confidential Information"), and as such, Borrower shall not disclose, publish or disseminate the Confidential Information to any third party without the prior written consent of Discloser; (b) Recipient shall only disclose the Confidential Information (i) to legal counsel, accountants, tax preparers and their advisors; (ii) to its employees, consultants agents, and third parties who need to know such information and who are bound by restrictions regarding disclosure and use of such Confidential Information which are no less restrictive than those set forth herein; (iii) as required by law in connection with the enforcement of this Agreement or any rights hereunder; or (iv) if legally compelled to disclose such Confidential Information, provided however that prior to any such compelled disclosure, Borrower shall give Agent notice in advance of any such proposed compelled disclosure and shall cooperate with Agent in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information.
- 7. HOLD HARMLESS. Borrower acknowledges and agrees that Agent is acting in the capacity of a mortgage broker on a "best-efforts" basis, and cannot guarantee that any Lender will provide a Loan to Borrower under the terms and conditions requested. Borrower agrees to hold Agent harmless from any and all claims for Agent's inability to find any Lender that will provide a Loan to Borrower under the terms and conditions requested by the Borrower.
- 8. MISCELLANEOUS. This Agreement shall not be construed either for or against Borrower or Agent, but shall be interpreted, construed and enforced in accordance with the mutual intent of the parties ascertainable from the language of this Agreement. This Agreement shall be construed, governed by and enforced in accordance with the laws of the State of California. Borrower and Agent agree that this Agreement is being executed in Newport Beach, California, and that the Orange County, California will be the venue for any claim or controversy. In the event of litigation or arbitration between Borrower and Agent arising under or relating to this Agreement, the prevailing party shall be paid its attorney's fees and costs by the losing party. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be in an amount to fully reimburse all attorney's fees actually incurred. The waiver by either party of a breach of or a default under any provision of this Agreement shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. Borrower and Agent understand, acknowledge and agree that in the event of a breach of this Agreement, the affected parties shall have the right to an injunction and/or other equitable relief in any court of competent jurisdiction regardless of any restrictions or provisions for venue with respect to any action, claim or proceeding arising out of or related to this Agreement. If Borrower fails to pay to Agent any amount when due under this Agreement, then such amount shall bear interest at the rate of 12% per annum or the maximum rate allowed by law, whichever is less. Whenever Agent or Borrower shall serve any notice, demand, request, approvals or other communication, such notice, demand, request, approval or other communication shall be given in writing and shall be delivered personally, by messenger, by courier, by postage prepaid mail sent to the addresses set forth in this Agreement, or

Page 2 of 3	3
Borrower's Initials:	
Co-Borrower's Initials:	
	Agent's Initials:

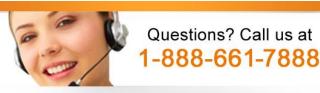
Engagement Letter - Revised 02/01/2015

by facsimile or email with receipt confirmed thereafter by telephone. Service shall be deemed made on the date of actual delivery. Borrower represents and warrants to Agent that: (a) Each person executing this Agreement on behalf of Borrower has full right, power and authority to execute this Agreement as or on behalf of Borrower; (b) Borrower has the full right, power and authority to execute this Agreement and to consummate a Loan Transaction as provided herein, and to perform Borrower's obligations under this Agreement; and (c) Borrower has had the opportunity to review this Agreement with legal counsel and understands all of the terms, conditions, rights and obligations outlined herein. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and is binding upon the undersigned parties, its successors and assigns, and all of its employees, agents, servants, associates and/or affiliates, whether they be natural persons, corporations, associations, partnerships, limited liability companies, trusts, or otherwise. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by duly authorized signatories of both parties. This Agreement supersedes all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether oral or written, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions hereof shall remain in full force and effect, and such provisions shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provisions valid and enforceable. Headings are for reference purposes only and

Agreement. Th original and all	ne, limit, construe or describe the scope is Agreement may be executed in one or of which will be deemed to be one instrum be equivalent to original documents.	more counterparts, each of wh	ich will be deemed ar
	greed to this day of '). Borrower and Agent hereby acknowledg		
BORROWER:		CO-BORROWER:	
Signature: Printed Name: Address: City/State/ZIP: Tel: Fax: Email:		Signature: Printed Name: Address: City/State/ZIP: Tel: Fax: Email:	
AGENT:			
Signature: Printed Name: Title: For: DRE LICENSE: NMLS ID: Address: City/State/ZIP: Tel: Fax: Email:	Murdock Evan McIntyre Broker LENDERLINE® 01058154 463086 (Company) / 279944 (Individual) 23 Corporate Plaza, Suite 150 Newport Beach, CA 92660 (888) 661-7888 (949) 272-0167 murdock.mcintyre@lenderline.com		

Engagement Letter – Revised 02/01/2015 Page 3 of 3

Borrower's Initials:
Co-Borrower's Initials:



#### **NON-DISCLOSURE & NON-COMPETITION AGREEMENT**

This Non-Disclosure & Non-Competition Agreement (hereafter referred to as "Agreement") is entered into as of the effective date (hereafter referred to as "Effective Date") by and between the undersigned recipient (hereafter referred to as "Recipient") and Lenderline® (hereinafter referred to as "Discloser"). The parties wish to protect and preserve the confidential nature of certain information of Discloser that may be made available to Recipient in connection with Discloser originating no income documentation mortgages on 1-4 unit residential properties for prospective borrowers introduced to Discloser by Recipient (hereafter referred to as the "Purpose"). In consideration of the foregoing and the rights and obligations set forth herein, and with the intent of being legally bound thereby, Discloser and Recipient by their signatures below hereby agree as follows:

- 1. CONFIDENTIAL INFORMATION. Recipient warrants that they are currently unaware of any lender which provides no income documentation loans for 1-4 unit residential properties. "Confidential Information" means the identity of any lender (hereafter referred to as "Lender") which provides no income documentation loans for 1-4 unit residential properties which in introduced to Recipient by Discloser either directly or indirectly in the course of processing or submitting the loan application for a real estate client of Recipient.
- 2. NON-DISCLOSURE AND LIMITED USE. Recipient shall hold all Confidential Information in strict confidence and shall disclose the Confidential Information only to its employees, consultants and third parties who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use any Confidential Information for the benefit of itself or any third party, or for any purpose other than the Purpose outlined in this Agreement. Recipient shall take the same degree of care that it uses to protect its own confidential information of similar nature and importance (but in no event less than reasonable care) to avoid the unauthorized use, disclosure, publication or dissemination of the Confidential Information. If the parties mutually agree to continue a business or other relationship and do not enter into a new non-circumvention and non-disclosure agreement, the terms and conditions set forth herein shall apply to any Confidential Information related to, or activities undertaken in connection with, carrying out such business or other relationship, unless otherwise agreed to by the parties in writing. Except as required by law or as reasonably required to assert its rights hereunder, Recipient shall not disclose the existence or substance or any terms of this Agreement or any related agreement between the parties without the prior written consent of Discloser. Recipient may disclose Confidential Information to the extent approved in writing in advance by Discloser, or if Recipient is legally compelled to disclose such Confidential Information; provided, however, that prior to any such compelled disclosure, Recipient shall give Discloser prompt notice in advance of any such proposed compelled disclosure and shall cooperate with Discloser in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. Further, Recipient may disclose the terms and conditions of this Agreement: (i) as required by applicable laws, including, without limitation, requirements to file a copy of this Agreement (redacted to the extent reasonably permitted by applicable law) or to disclose information regarding the provisions hereof or performance hereunder to applicable regulatory authorities; (ii) in confidence, to legal counsel; (iii) in confidence, to accountants, and financing sources and their advisors; and (iv) in connection with the enforcement of this Agreement or any rights hereunder.
- 3. COVENANT NOT TO COMPETE. Recipient and Discloser understand, acknowledge and agree that the Confidential Information of Discloser could directly benefit Recipient if used by Recipient independently and/or in competition with Discloser. As consideration for Discloser entering into this Agreement and providing the Confidential Information to Recipient, Discloser will require certain warranties and assurances from Recipient. Recipient hereby warrants and agrees that: (a) Prior to the execution of this Agreement, Recipient was unaware

Non-Disclosure & Non-Competition Agreement – Revised 02-01-2015 Page 1 of 3

Discloser's Initials:	Recipient's Initials:
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that the Lender introduced to Recipient by Discloser provided no income documentation mortgages on 1-4 unit residential properties; (b) Recipient shall not submit any loans either directly or indirectly, nor cause any loans to be submitted, to Lender introduced to Recipient by Discloser without first ensuring that Discloser has entered into a Mortgage Brokerage Fee Agreement with the proposed borrower(s). This provision shall apply to any entity in which Recipient shall own, control, manage, direct, consult, or be employed at, either directly or indirectly.

- 4. TERM OF AGREEMENT. The obligations set forth in this Agreement shall continue in full force and effect for five (5) years from the Effective Date of this Agreement.
- 5. FEES. Recipient acknowledges and agrees that Discloser will be earning a fee (hereinafter referred to as "Fee") for providing mortgage brokerage services to prospective borrowers introduced to Discloser by Recipient (hereinafter referred to as "Prospective Borrowers"). Recipient further acknowledges and agrees that due to potential RESPA violations governing residential property transactions, Discloser will not provide a referral fee or any other type of consideration or thing of value to Recipient for Prospective Borrowers introduced to Discloser by Recipient, nor shall the Recipient be a party to the Fee agreement between Discloser and Prospective Borrowers.
- 6. REMEDIES. Recipient agrees that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of the Confidential Information will cause irreparable harm and significant injury to Discloser, the extent of which will be difficult to ascertain. Accordingly, Recipient agrees that Discloser, in addition to any other available remedies, shall have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Agreement, without the necessity of posting any bond or other security. Recipient shall notify Discloser in writing immediately upon Recipient's becoming aware of any such breach or threatened breach.
- 7. HOLD HARMLESS. Recipient acknowledges and agrees that Discloser is acting in the capacity of a mortgage broker on a "best-efforts" basis, and cannot guarantee that Lender will provide a loan to Prospective Borrowers under the terms and conditions requested. Recipient agrees to hold Discloser harmless from any and all claims for Discloser's inability to find any Lender that will provide a Loan to Borrower under the terms and conditions requested by the Borrower. Recipient acknowledges and agrees that the terms, conditions and availability of no income documentation mortgages may change or be discontinued at any time without notice.
- 8. MISCELLANEOUS. This Agreement shall not be construed either for or against Recipient or Discloser, but shall be interpreted, construed and enforced in accordance with the mutual intent of the parties ascertainable from the language of this Agreement. This Agreement shall be construed, governed by and enforced in accordance with the laws of the State of California. Discloser and Recipient agree that this Agreement is being executed in Newport Beach, California, and that Orange County, California will be the venue for any claim or controversy. In the event of litigation or arbitration between Borrower and Agent arising under or relating to this Agreement, the prevailing party shall be paid its attorney's fees and costs by the losing party. The attorney's fees award shall not be computed in accordance with any fee schedule, but shall be in an amount to fully reimburse all attorney's fees actually incurred. Whenever Discloser or Recipient shall give or serve any notice, demands, requests, approvals or other communication, such notice, demand, request, approval or other communication shall be given in writing and shall be delivered personally, by messenger, by courier, by postage prepaid mail to the addresses set forth in this Agreement, or by facsimile with receipt confirmed by telephone. Service shall be deemed made on the date of actual delivery. Recipient represents and warrants to Discloser that: (a) Each person executing this Agreement on behalf of Recipient has full right, power and authority to execute this Agreement as or on behalf of Recipient; (b) Recipient has the full right, power and authority to perform Recipient's obligations under this Agreement; and (c) Recipient's performance under this Agreement shall not conflict with any other agreement or contract to which Recipient is bound. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and is binding upon the undersigned parties, its successors and assigns, and all of its employees, agents, servants, associates and/or affiliates, whether they be natural persons, corporations, associations, partnerships, limited liability companies, trusts, or otherwise. This Agreement supersedes all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and

Non-Disclosure & Non-Competition Agreement – Revised 02-01-2015
Page 2 of 3

Discloser's Initials:	Recipient's Initials:

agreements, whether oral or written, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions hereof shall remain in full force and effect, and such provisions shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provisions valid and enforceable. All parties to this Agreement warrant and represent that they have the legal capacity, right, power, and authority to enter into, execute and perform under this Agreement. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by duly authorized signatories of both parties. The waiver by either party of a breach of or a default under any provision of this Agreement shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be deemed to be one instrument. Electronically executed or facsimile copies of this Agreement will be equivalent to and have the same force and effect as a written and signed original document.

Accepted and ag in Newport Beach	greed to this ch, California.	day of		, 20	_ ("Effective Date")
Recipient and D	iscloser hereby acknow	ledge receipt of a cop	by of this Agreement.		
RECIPIENT:					
Signature:					
Printed Name:					
Title:					
For: Address:					
City/State/ZIP:					
Tel:					
Fax:					
Email:					
DISCLOSER:					
Signature:					
Printed Name:	Murdock Evan McInty	/re			
Title:	Broker				
For:	LENDERLINE®				
NMLS ID:	463086 (Company) /				
Address:	23 Corporate Plaza, S				
City/State/ZIP: Tel:	Newport Beach, CA 9: (888) 661-7888	2000			
Fax:	(949) 272-0167				
ı un.	(373) 212 0101				

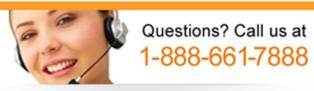
Non-Disclosure & Non-Competition Agreement – Revised 02-01-2015 Page 3 of 3

murdock.mcintyre@lenderline.com

Email:

Discloser's Initials:	5 · · · · · · · · · · · ·
	Recipient's Initials:





#### **NON-DISCLOSURE & NON-COMPETITION AGREEMENT**

This Non-Disclosure & Non-Competition Agreement (hereafter referred to as "Agreement") is entered into as of the effective date (hereafter referred to as "Effective Date") by and between the undersigned recipient (hereafter referred to as "Recipient") and Lenderline® (hereinafter referred to as "Discloser"). The parties wish to protect and preserve the confidential nature of certain information of Discloser that may be made available to Recipient in connection with Discloser originating no income documentation mortgages on 1-4 unit residential properties for prospective borrowers introduced to Discloser by Recipient (hereafter referred to as the "Purpose"). In consideration of the foregoing and the rights and obligations set forth herein, and with the intent of being legally bound thereby, Discloser and Recipient by their signatures below hereby agree as follows:

- 1. CONFIDENTIAL INFORMATION. Recipient warrants that they are currently unaware of any lender which provides no income documentation loans for 1-4 unit residential properties. "Confidential Information" means the identity of any lender (hereafter referred to as "Lender") which provides no income documentation loans for 1-4 unit residential properties which in introduced to Recipient by Discloser either directly or indirectly in the course of processing or submitting the loan application for a real estate client of Recipient.
- 2. NON-DISCLOSURE AND LIMITED USE. Recipient shall hold all Confidential Information in strict confidence and shall disclose the Confidential Information only to its employees, consultants and third parties who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use any Confidential Information for the benefit of itself or any third party, or for any purpose other than the Purpose outlined in this Agreement. Recipient shall take the same degree of care that it uses to protect its own confidential information of similar nature and importance (but in no event less than reasonable care) to avoid the unauthorized use, disclosure, publication or dissemination of the Confidential Information. If the parties mutually agree to continue a business or other relationship and do not enter into a new non-circumvention and non-disclosure agreement, the terms and conditions set forth herein shall apply to any Confidential Information related to, or activities undertaken in connection with, carrying out such business or other relationship, unless otherwise agreed to by the parties in writing. Except as required by law or as reasonably required to assert its rights hereunder, Recipient shall not disclose the existence or substance or any terms of this Agreement or any related agreement between the parties without the prior written consent of Discloser. Recipient may disclose Confidential Information to the extent approved in writing in advance by Discloser, or if Recipient is legally compelled to disclose such Confidential Information; provided, however, that prior to any such compelled disclosure, Recipient shall give Discloser prompt notice in advance of any such proposed compelled disclosure and shall cooperate with Discloser in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. Further, Recipient may disclose the terms and conditions of this Agreement: (i) as required by applicable laws, including, without limitation, requirements to file a copy of this Agreement (redacted to the extent reasonably permitted by applicable law) or to disclose information regarding the provisions hereof or performance hereunder to applicable regulatory authorities; (ii) in confidence, to legal counsel; (iii) in confidence, to accountants, and financing sources and their advisors; and (iv) in connection with the enforcement of this Agreement or any rights hereunder.
- 3. COVENANT NOT TO COMPETE. Recipient and Discloser understand, acknowledge and agree that the Confidential Information of Discloser could directly benefit Recipient if used by Recipient independently and/or in competition with Discloser. As consideration for Discloser entering into this Agreement and providing the Confidential Information to Recipient, Discloser will require certain warranties and assurances from Recipient. Recipient hereby warrants and agrees that: (a) Prior to the execution of this Agreement, Recipient was unaware

Non-Disclosure & Non-Competition Agreement – Revised 02-01-2015 Page 1 of 3

Discloser's Initials:	Recipient's Initials:
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that the Lender introduced to Recipient by Discloser provided no income documentation mortgages on 1-4 unit residential properties; (b) Recipient shall not submit any loans either directly or indirectly, nor cause any loans to be submitted, to Lender introduced to Recipient by Discloser without first ensuring that Discloser has entered into a Mortgage Brokerage Fee Agreement with the proposed borrower(s). This provision shall apply to any entity in which Recipient shall own, control, manage, direct, consult, or be employed at, either directly or indirectly.

- 4. TERM OF AGREEMENT. The obligations set forth in this Agreement shall continue in full force and effect for five (5) years from the Effective Date of this Agreement.
- 5. FEES. Recipient acknowledges and agrees that Discloser will be earning a fee (hereinafter referred to as "Fee") for providing mortgage brokerage services to prospective borrowers introduced to Discloser by Recipient (hereinafter referred to as "Prospective Borrowers"). Recipient further acknowledges and agrees that due to potential RESPA violations governing residential property transactions, Discloser *will not* provide a referral fee or any other type of consideration or thing of value to Recipient for Prospective Borrowers introduced to Discloser by Recipient, nor shall the Recipient be a party to the Fee agreement between Discloser and Prospective Borrowers.
- 6. REMEDIES. Recipient agrees that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of the Confidential Information will cause irreparable harm and significant injury to Discloser, the extent of which will be difficult to ascertain. Accordingly, Recipient agrees that Discloser, in addition to any other available remedies, shall have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Agreement, without the necessity of posting any bond or other security. Recipient shall notify Discloser in writing immediately upon Recipient's becoming aware of any such breach or threatened breach.
- 7. HOLD HARMLESS. Recipient acknowledges and agrees that Discloser is acting in the capacity of a mortgage broker on a "best-efforts" basis, and cannot guarantee that Lender will provide a loan to Prospective Borrowers under the terms and conditions requested. Recipient agrees to hold Discloser harmless from any and all claims for Discloser's inability to find any Lender that will provide a Loan to Borrower under the terms and conditions requested by the Borrower. Recipient acknowledges and agrees that the terms, conditions and availability of no income documentation mortgages may change or be discontinued at any time without notice.
- 8. MISCELLANEOUS. This Agreement shall not be construed either for or against Recipient or Discloser, but shall be interpreted, construed and enforced in accordance with the mutual intent of the parties ascertainable from the language of this Agreement. This Agreement shall be construed, governed by and enforced in accordance with the laws of the State of California. Discloser and Recipient agree that this Agreement is being executed in Newport Beach, California, and that Orange County, California will be the venue for any claim or controversy. In the event of litigation or arbitration between Borrower and Agent arising under or relating to this Agreement, the prevailing party shall be paid its attorney's fees and costs by the losing party. The attorney's fees award shall not be computed in accordance with any fee schedule, but shall be in an amount to fully reimburse all attorney's fees actually incurred. Whenever Discloser or Recipient shall give or serve any notice, demands, requests, approvals or other communication, such notice, demand, request, approval or other communication shall be given in writing and shall be delivered personally, by messenger, by courier, by postage prepaid mail to the addresses set forth in this Agreement, or by facsimile with receipt confirmed by telephone. Service shall be deemed made on the date of actual delivery. Recipient represents and warrants to Discloser that: (a) Each person executing this Agreement on behalf of Recipient has full right, power and authority to execute this Agreement as or on behalf of Recipient; (b) Recipient has the full right, power and authority to perform Recipient's obligations under this Agreement; and (c) Recipient's performance under this Agreement shall not conflict with any other agreement or contract to which Recipient is bound. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and is binding upon the undersigned parties, its successors and assigns, and all of its employees, agents, servants, associates and/or affiliates, whether they be natural persons, corporations, associations, partnerships, limited liability companies, trusts, or otherwise. This Agreement supersedes all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and

Non-Disclosure & Non-Competition Agreement – Revised 02-01-2015
Page 2 of 3

Discloser's Initials:	Recipient's Initials:

agreements, whether oral or written, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions hereof shall remain in full force and effect, and such provisions shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provisions valid and enforceable. All parties to this Agreement warrant and represent that they have the legal capacity, right, power, and authority to enter into, execute and perform under this Agreement. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by duly authorized signatories of both parties. The waiver by either party of a breach of or a default under any provision of this Agreement shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be deemed to be one instrument. Electronically executed or facsimile copies of this Agreement will be equivalent to and have the same force and effect as a written and signed original document.

		5 5		
Accepted and ag		day of	, 20	("Effective Date")
Recipient and Di	iscloser hereby ackr	owledge receipt of a copy of t	his Agreement.	
RECIPIENT:				
Signature: Printed Name: Title: For: Address: City/State/ZIP: Tel: Fax: Email:				
DISCLOSER:				
Signature: Printed Name: Title: For: NMLS ID: Address: City/State/ZIP: Tel: Fax: Email:		r) / 279944 (Individual) a, Suite 150 A 92660		

Non-Disclosure & Non-Competition Agreement – Revised 02-01-2015 Page 3 of 3

Discloser's Initials:	5
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### **Borrower Signature Authorization**

Privacy Act Notice: This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgagor under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not your application for approval as a prospective mortgagor or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, USC, Chapter 37 (if VA); by 12 USC, Section 1701 et. seq. (if HUD/FHA); by 42 USC, Section 1452b (if HUD/CPD); and Title 42 USC, 1471 et. seq., or 7 USC, 1921 et. seq. (if USDA/FmHA).

Part I - General Information		
1. Borrower		<ul> <li>2. Name and address of Lender/Broker</li> <li>Lenderline</li> <li>23 Corporate Plaza, Suite 150</li> <li>Newport Beach, CA 92660</li> <li>TEL: 888-661-7888 FAX: 949-272-0167</li> </ul>
3. Date	4. Loan Number	
Part II - Borrower Autho	orization	
holdings, and any othe the Lender/Broker to c mortgage and landlord	er asset balances that are need order a consumer credit report d references. It is understood t	and present employment earnings records, bank accounts, stock ded to process my mortgage loan application. I further authorize and verify other credit information, including past and present that a copy of this form will also serve as authorization.  be used in the processing of my application for a mortgage loan
Borrower		Date

#### **AUTHORIZATION TO ORDER CREDIT REPORT**

**Credit Report Authorization.** By my signature below, I/we the undersigned borrower(s) authorize **LENDERLINE®** to order a credit report in connection with my mortgage application. The cost for a credit report will not exceed \$29 for an individual, and \$49 for a married couple.

Borrower Signature	Date	Co-Borrower Signature	Date
Borrower Printed Name		Co-Borrower Printed Nan	ne
Borrowers Social Security Num	ber	Co-Borrower Social Secur	ity Number
Borrowers Date of Birth (MM/I	DD/YY)	Co-Borrowers Date of Bir	th (MM/DD/YY)
Borrowers Address		Co-Borrower Address	
Borrower City, State, ZIP		Co-Borrower City, State, 7	ZIP
Borrower Telephone Number		Co- Borrower Telephone	Number
Borrower Email Address		Co-Borrower Email Addre	
		ture below, MFI Credit Solutions it fee. My credit/debit card inform	•
Card Type (circle one):	Visa	MasterCard	AMEX
Card Number:			
Expiration Date:	Month:	Y	ear:
Security Code on Back of Card:			
Name as it Appears on Card:			
Credit Card Billing Address:			
City/State/Zip:			
Cardholder Signature:			

### **GIFT LETTER**

App	licant(s):	Loan Number:
I,	(Donor)	, do hereby certify the following:
(1)	I have made a gift of $\frac{1}{\text{(Amount)}}$	to
	Whose relationship is: (Relationship)	
(2)	This gift is to be applied toward the	e purchase of the property located at:
	(Property Address)	
(3)	No repayment of the gift is expected services of the recipient.	ed or implied in the form of cash or by future
(4)	person or entity with an interest in	were not made available to the donor from any the sale of the property including the seller, r, loan officer, or any entity associated with them
(5)	The source of this gift is: (Source)	
	The Date the funds were transferred	ed:
Don	or Signature Da	te Borrower Signature
Don	or Name (Print or Type)	Borrower Signature
Don	or Address	
( Don	) or Phone Number	_
	O HUIIIDOI	

WARNING: Our signatures above indicate that we fully understand that it is a Federal Crime punishable by fine, imprisonment, or both to knowingly make any false statement concerning any of the above facts as applicable under the provision of Title 18, United States Code, Section 1012 and 1014.

#### Attachments:

- 1. Evidence of Withdrawal of Funds from Donor's Account.
- 2. Evidence of Receipt of Transfer of Funds.

Form 4506-T

(Rev. September 2013)
Department of the Treasury
Internal Revenue Service

#### **Request for Transcript of Tax Return**

▶ Request may be rejected if the form is incomplete or illegible.

OMB No. 1545-1872

Tip. Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS gov and click on "Order a Return or Account Transcript" or call 1-800-908-9946. If you need a copy of your return, use Form 4506, Request for Copy of Tax Return. There is a fee to get a copy of your return. First social security number on tax return, individual taxpayer identification number, or employer identification number Name shown on tax return. If a joint return, enter the name shown first. (see instructions) Second social security number or individual taxpayer identification number if joint tax return If a joint return, enter spouse's name shown on tax return Current name, address (including apt., room, or suite no.), city, state, and ZIP code (See instructions) Previous address shown on the last return filed if different from line 3 (See instructions) If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. **LENDERLINE** 23 CORPORATE PLAZA SUITE 150, NEWPORT BEACH, CA 92660 888-661-7888 Caution: If the tax transcript is being mailed to a third party, ensure that you have filled in lines 6 through 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your tax transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party. Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. > Return Transcript, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days **V** Account Transcript, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 10 business days Record of Account, which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 10 business days Verification of Nonfiling, which is proof from the IRS that you'did not file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2011, filed in 2012, will likely not be available from the IRS until 2013. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 10 business days Caution: If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments. Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately. 12/31/2017 12/31/2016 12/31/2015 Check this box if you have notified the IRS or the IRS has notified you that one of the years for which you are requesting a transcript Caution. Do not sign this form unless all applicable lines have been completed. Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. Note. For transcripts being sent to a third party, this form must be received within 120 days of signature date. Phone number of taxpayer on line 1a or 2a Signature (see instructions) Date Sign Here Title (if line 1a above is a corporation, partnership, estate, or trust)

Date

Spouse's signature

Form 4506-T (Rev. 9-2013) Page 2

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

#### **Future Developments**

For the latest information about Form 4506-T and its instructions, go to www.irs.gov/form4506t. Information about any recent developments affecting Form 4506-T (such as legislation enacted after we released it) will be posted on that page.

#### **General Instructions**

**CAUTION.** Do not sign this form unless all applicable lines have been completed.

Purpose of form. Use Form 4506-T to request tax return information. You can also designate (on line 5) a third party to receive the information. Taxpayers using a tax year beginning in one calendar year and ending in the following year (fiscal tax year) must file Form 4506-T to request a return transcript.

**Note.** If you are unsure of which type of transcript you need, request the Record of Account, as it provides the most detailed information.

**Tip.** Use Form 4506. Request for Copy of Tax Return, to request copies of tax returns.

Automated transcript request. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Return or Account Transcript" or call 1-800-908-9946.

Where to file. Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different addresses, send your request to the address based on the address of your most recent return.

# Chart for individual transcripts (Form 1040 series and Form W-2 and Form 1099)

If you filed an individual return and lived in:

Mail or fax to:

Alabama, Kentucky Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Nothern Mariana Islands the U.S. Virgin Islands, or A.P.O. or F.P.O. address

Internal Revenue Service RAIVS Team Stop 6716 AUSC Austin, TX 73301

512-460-2272

Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming

Internal Revenue Service RAIVS Team Stop 37106 Fresno, CA 93888

559-456-5876

Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West

Virginia

Internal Revenue Service RAIVS Team Stop 6705 P-6 Kansas City, MO 64999

816-292-6102

#### Chart for all other transcripts

#### If you lived in or your business was in:

Mail or fax to:

Alabama, Alaska,
Arizona, Arkansas,
California, Colorado,
Florida, Hawaii, Idaho,
lowa, Kansas,
Louisiana, Minnesota,
Mississippi,
Missouri, Montana,
Nebraska, Nevada,
New Mexico,
North Dakota,
Oklahoma, Oregon,
South Dakota, Texas,
Utah, Washington,
Wyoming, a foreign
country, or A.P.O. or
F.P.O. address

Internal Revenue Service RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409

801-620-6922

Connecticut,
Delaware, District of
Columbia, Georgia,
Illinois, Indiana,
Kentucky, Maine,
Maryland,
Massachusetts,
Michigan, New
Hampshire, New
Jersey, New York,
North Carolina,
Ohio, Pennsylvania,
Rhode Island, South
Carolina, Tennessee,
Vermont, Virginia,
West Virginia,
Wisconsin

Internal Revenue Service RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250

859-669-3592

Line 1b. Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

**Line 3.** Enter your current address. If you use a P.O. box, include it on this line.

**Line 4.** Enter the address shown on the last return filed if different from the address entered on line 3

**Note.** If the address on Lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address. For a business address, file Form 8822-B, Change of Address or Responsible Party—Business.

**Line 6.** Enter only one tax form number per request

Signature and date. Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.

**Individuals.** Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Corporations. Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

**Partnerships.** Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

**All others.** See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

**Documentation.** For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

Signature by a representative. A representative can sign Form 4506-T for a taxpayer only if the taxpayer has specifically delegated this authority to the representative on Form 2848, line 5. The representative must attach Form 2848 showing the delegation to Form 4506-T.

#### **Privacy Act and Paperwork Reduction Act**

**Notice.** We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: Learning about the law or the form, 10 min.; Preparing the form, 12 min.; and Copying, assembling, and sending the form to the IRS, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service Tax Forms and Publications Division 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224.

Do not send the form to this address Instead, see *Where to file* on this page.