



6420 Sequence Drive
Suite 200
San Diego, CA 92121
P: 858.346.1208
plazahomemortgage.com

To Whom it May Concern,

Congratulations on being selected as a Home Builder for our One Time Close (OTC) Construction-to-Permanent Loan program offered by Plaza Home Mortgage, Inc. (Plaza) utilizing Fannie Mae's single close construction loan program. We are committed to helping our customers and Home Builders complete the home building process in a timely and efficient manner.

A few commonly asked questions:

How do I become an accepted Home Builder with Plaza?

Home Builder to provide the following:

- Fully executed Home Builder Application*
- Contractor's License (for state, city, and municipality)
- Resume (or summary overview of experience & history)
- Corporate resolution (when applicable)
- Articles for Partnerships or LLC's (when applicable)
- YTD Profit & Loss (income) statement (unaudited)
- Current company balance sheet (unaudited)
- Most recent Two years Federal tax returns (personal or company, as applicable)
- Certificate of Insurance for General liability (Minimum of \$1,000,000 per occurrence required)
- Certificate of Insurance for Worker's Compensation (if you are not required to carry this insurance, provide a signed statement on your company letterhead explaining why)
- Bond (if required by local authority)
- Builder's Risk Insurance
- Authorization for Credit report on Principals if LLC, Partner's for Partnership or Corporation (credit report **may** be pulled on all owners)
- Fully executed W-9*

Builder applications require an upfront processing fee of \$125 payable to Plaza Home Mortgage. See the OTC Upfront Fee Accounting coversheet* for details.

The Plaza Home Mortgage Construction Division will notify you directly once you have Builder Acceptance.

How does a project get approved?

Once the homeowner and builder have finalized plans and specs, the Homeowner, Broker and builder are to provide the following required documents & forms for review:

- Itemization of work and contract price*
- Plans and Specs
- Completed Permit Advisory Form*
- Work and Payment Schedule (draw schedule)
- Survey and/or foundation survey
- Purchase contract (if purchasing the lot/land separately)

- Title commitment
- OTC Construction Contract*
- Builder's risk policy
- Plot plan
- Appraisal-including a lot comp with MLS#

The Plaza Home Mortgage Construction Division will notify you directly once the project has been approved.

What items are needed in the scope of work/bid?

An itemization of work and contract price* is required on Plaza's form (or similar line item form). Plaza requires the contractor's name, contact information, address and licenses number, the borrower's name, contact information and property address. Required permits listed on the Permit Advisory form*.

When do I start the work and how will I know when I can start?

The construction must start within 30 days after the loan closes for the borrower(s). Plaza will contact the Home Builder to provide notification of the borrower's loan closing. Work must not begin prior to notification from Plaza and until after the loan has closed.

How do I get paid?

Once a stage of work is completed and is ready for payment, the home builder will provide an executed Request for Disbursement* and a signed Lien Waiver*. The borrower must sign the Request for Disbursement as this is their approval of the draw request.

These forms are submitted directly to Plaza's Draw Administration Department. An inspection will be ordered by a Plaza contracted inspection service. A site visit will be performed and all work will be verified and reviewed for stage of completion, workmanlike quality and in accordance with the approved plans and specifications. Once a completed draw package is reviewed, processed, title has been updated and finalized, typically 5 business days, a draw will be issued. Draw payments will be issued directly to the home builder via wire. See Wire Authorization form for details*.

Please note: Each draw (except the final draw) will have a 10% holdback. Once the home is completed, these funds are released to the builder with the final payment.

- Plaza will not disburse funds for an amount that exceeds the percentage of work completed.
- All project permits must be submitted at time of first draw.
- Max of 12 draws
- No money may be disbursed up front for deposits (materials draws are allowed, subject to approval).

At the time of final draw:

- A final appraisal inspection will be completed.
- The Contractor Waiver and Indemnification Agreement* should be executed.
- Title will be updated.
- Final payment will be disbursed.
- The construction escrow account will be closed out.
- Loan converts to permanent financing.

When must the work be completed?

The borrower has the option of choosing a 6-month, 9-month, or 12-month construction term. The construction must be completed within the chosen construction term. Please work with the borrower to determine a realistic timeframe for the completion of construction so the borrower will be able to select an appropriate term.

May the budget be changed after the loan closes?

No, the budget may not be substantially changed after the loan closes. The lender relies on the budget to determine the loan amount and value of the home. If the budget is increased, the contractor cannot be assured that money is available to pay for the increase and if it decreases, the lender cannot be assured that the collateral value will be maintained.

Can we make changes during the construction?

Any and all changes to the project or scope of work must be approved by Plaza's Draw Administration Department prior to the changes being made. The Home Builder & borrower must complete Plaza's Change Order form* and submit to Plaza's Draw Administration Department. We cannot allow any downgrades to the project as we have determined an "After Completed" value for loan purposes. Upgrades can be made, but borrowers must pay for any upgrades out of pocket. The Contingency fund is for unforeseen additional expenses such as requirements by the local building authority that were unanticipated.

Thank you, we look forward to working with you.

Plaza Home Mortgage
Phone: 888-807-2620
Fax 858-812-0311
Email: OTC@plazahomemortgage.com

***Copies attached**

- OTC Upfront Fee Accounting coversheet
- Builder Checklist
- Builder Application
- OTC Construction Contract
- Work and payment schedule
- W9
- Wire Authorization
- Change Order
- Itemization of work and contract price
- OTC Request for Disbursement
- Lien Waiver
- Contractor Waiver and Indemnification Agreement
- Permit Advisory Form



One Time Close (OTC) Upfront Fee Accounting Coversheet

Enclosed is a check to be applied as indicated below. Please contact the branch or email **OTC@Plazahomemortgage.com** with any questions.

Complete the information below to accompany all payments for upfront OTC charges.

Mail all checks to:

Plaza Home Mortgage Inc.
7320 SW Hunziker Road, Suite 102
Portland, OR 97223
Attn: OTC Construction Division

Check to be applied to:

- Construction Extended Lock Fee Choose Construction Period 6mo 9mo 12mo
- Builder Acceptance Review Fee \$125
- Other: Explain

Check Amount: \$

Branch:

Date:

Account Executive:

Construction Specialist:

Broker:

Builder:

Loan number:

Borrower:

Please note: Builder Acceptance fees may be paid prior to a loan submission so a loan number may not be available.



One Time Close (OTC) Builder Checklist

Revised 5/16/2019

This checklist is to be provided to the Builder.

Checklist Items		
* Items Always Required. Other Items may not be applicable and you may mark with N/A		
<input type="checkbox"/>	1.	Completed, fully executed Home Builder Application.
<input type="checkbox"/>	2.	Contractor's License(s) (for State, City, and Municipality as applicable).
<input type="checkbox"/>	3.	Resume (or Executive summary overview of experience & history, include for all principals if applicable).
<input type="checkbox"/>	4.	Five project references completed on Builder Application.
<input type="checkbox"/>	5.	Corporate resolution (if applicable).
<input type="checkbox"/>	6.	Articles for Partnerships or LLC's (if applicable).
<input type="checkbox"/>	7.	YTD Profit and Loss (Income) statement (unaudited).
<input type="checkbox"/>	8.	Current Company Balance Sheet or Personal Financial statement (unaudited).
<input type="checkbox"/>	9.	Most recent Two years Federal tax returns (personal or company, as applicable).
<input type="checkbox"/>	10.	Certificate of Insurance for General liability (Minimum of \$1,000,000 per occurrence required).
<input type="checkbox"/>	11.	Certificate of Insurance for Worker's Compensation (if you are not required to carry this insurance, provide a signed statement on your company letterhead explaining why).
<input type="checkbox"/>	12.	Bond if required by local authority.
<input type="checkbox"/>	13.	Builder's Risk Insurance (will be required on each deal).
<input type="checkbox"/>	14.	Authorization for Credit report on Principals if LLC, Partner's for Partnership or Corporation (credit report may be pulled on all owners).
<input type="checkbox"/>	15.	Fully executed W-9
	16.	Complete Plaza's Wiring Authorization form

Builder Name: _____

Contact Name: _____

Phone Number: () _____

Email Address: _____



Home Builder Application

Revised 3/1/2019

Instructions: Please complete this application in its entirety along with additional information required on the Builder application checklist. Please provide complete and accurate addresses, phone numbers, email addresses, dates and signatures where requested. Email completed application to OTC@PlazaHomeMortgage.com

Contractor Name (as it appears on contractor's license): _____

Company Name (including any DBA's): _____

Company Street Address: _____

Company Mailing Address (if different): _____

Company Phone (include area code): _____

Fax: _____

Email Address: _____

Website (if any): _____

Contact Person and Title: _____

Phone No. (indicate if cell): _____

List any additional locations – include full street address:

1.) _____

2.) _____

3.) _____

Type of entity: Sole Proprietorship LLC General Partnership Limited Partnership Corporation

Publicly Traded Corporation Other _____

Business Information

Date Company Established: _____

County: _____

State: _____

Federal Tax ID or Social Security No.: _____

of years in Business: _____

Contractor License #: _____

Type of License (class): _____

Has your license ever been revoked? Yes No (If yes, please explain and attach separate sheet if needed.)

Is your license currently in good standing? Yes No (If yes, please explain and attach separate sheet if needed.)

Principal Officers/Owners/Partners (SSN is not required on publicly traded corporations)

Owner 1: _____

Title: _____

Date of Birth: _____

SSN: _____

Percentage of Ownership: _____

Home Address: _____

City: _____

State: _____

Zip: _____

Owner 2: _____

Title: _____

Date of Birth: _____

SSN: _____

Percentage of Ownership: _____

Home Address: _____

City: _____

State: _____

Zip: _____

Owner 3: _____

Title: _____

Date of Birth: _____

SSN: _____

Percentage of Ownership: _____

Home Address: _____

City: _____

State: _____

Zip: _____

For additional owners, list on separate sheet and attach.

Related Business

Do you, your company or any persons employed by you or your company hold any ownership interest in any other real estate related business? This may include but not limited to insurance, escrow and settlement service, realty, appraiser, builder or contractor. Yes No

Please provide a separate sheet for any related business entities including 1. Company Name, 2. Owner, 3. Type of Business, 4. Full Address and 5. Contact Phone Number.

Insurance Information

Insurance Company: _____

Agent: _____

Phone #: _____

Workers Compensation: _____

Agent: _____

Phone #: _____

Disclosure

1. Have you, your company/or principals ever been involved or are currently involved in any litigation? Yes No
2. Have you, your company/or principals been named defendants in a lawsuit and/or criminal proceeding /complaint/ conviction for alleged fraud or misrepresentation in connection with any real estate related activity? Yes No
3. Have you, your company/or principals or corporate officers filed for protection from creditors under any provision of the bankruptcy laws within the past seven (7) years? Yes No
4. Have you, your company/or principals or corporate officers ever had a business or professional license suspended, revoked or received disciplinary action from any regulatory agency? Yes No

Please provide a separate sheet with an explanation for any of the above questions where you answered "Yes".

Business References

Banking/Lending Reference: _____ Branch: _____
 Type of relationship: _____ Contact: _____ No. of Years: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Phone w/Area Code: _____ Email: _____

Banking/Lending Reference: _____ Branch: _____
 Type of relationship: _____ Contact: _____ No. of Years: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Phone w/Area Code: _____ Email: _____

Trade References (Lumber, Supplier, Material Supplier, Subcontractors, Installers, Manufactures, etc.)

Company Name: _____ Contact: _____
 Account No.: _____ Type of Reference: _____ No. of Years: _____
 Phone w/Area Code: _____ Email: _____

Company Name: _____ Contact: _____
 Account No.: _____ Type of Reference: _____ No. of Years: _____
 Phone w/Area Code: _____ Email: _____

Company Name: _____ Contact: _____
 Account No.: _____ Type of Reference: _____ No. of Years: _____
 Phone w/Area Code: _____ Email: _____

Company Name: _____ Contact: _____
 Account No.: _____ Type of Reference: _____ No. of Years: _____
 Phone w/Area Code: _____ Email: _____

Company Name: _____ Contact: _____
 Account No.: _____ Type of Reference: _____ No. of Years: _____
 Phone w/Area Code: _____ Email: _____

History of Gross Sales and/or Projects Completed

List your company's gross sales and number of projects completed for each of the last two years plus YTD. List total projects and then breakdown those in builder developments vs. private lots.

Year	Gross Sales (\$)	Total # of Completed Projects	# in Builder Development	# on Private Lots
YTD				

Customer Reference on Completed Projects

Client: _____ Contract Amount: _____ New Remodel
 Project Address: _____
 Phone w/Area Code: _____ Email: _____

Client: _____ Contract Amount: _____ New Remodel
 Project Address: _____
 Phone w/Area Code: _____ Email: _____

Client: _____ Contract Amount: _____ New Remodel
 Project Address: _____
 Phone w/Area Code: _____ Email: _____

Client: _____ Contract Amount: _____ New Remodel
 Project Address: _____
 Phone w/Area Code: _____ Email: _____

Client: _____ Contract Amount: _____ New Remodel
 Project Address: _____
 Phone w/Area Code: _____ Email: _____

Declaration and Authorization

I/We the undersigned certify that the statements and representations made herein are true and complete to the best of our knowledge. I/We hereby grant authorization to allow Plaza Home Mortgage (the Lender), it's agents, successors and/or assigns, to contact any source named herein or other source(s) to obtain business and/or personal credit reports, and verify the information represented herein with employees, financial institutions, trade and customer references, and others as it may deem necessary or appropriate in its sole discretion. Builder hereby consents to Plaza Home Mortgage to sharing such information, including business and personal credit reports, forms, tax returns, financial statements, account and other financial information, prior experience, construction industry reports and references, and other builder information, regardless of whether such information was first furnished to or obtained by Plaza Home Mortgage or its affiliates. I/We agree that so long as the Lender acts in good faith, the Lender and Lender's agents shall be held harmless and shall be indemnified in connection with any claims, suits, or actions which relate in any way to said investigation or disclosures.

To be signed by all owners with 10% or greater interest in the Company

Company Name: (if applicable) _____

Authorized Signature: _____ Date: _____
 Printed Name: _____ Title: _____

Authorized Signature: _____ Date: _____
 Printed Name: _____ Title: _____

Authorized Signature: _____ Date: _____
 Printed Name: _____ Title: _____

Authorized Signature: _____ Date: _____
 Printed Name: _____ Title: _____

Appendix A

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: **Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.
- In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information. To obtain a copy of your report, Trinity may be contacted at, 1-888-573-8025, or by mail at 4851 LBJ Freeway Dallas, Texas 75244.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedure. Trinity may be contacted at, 1-888-573-8025, or by mail at 4851 LBJ Freeway Dallas, Texas 75244.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **The following FCRA right applies with respect to nationwide consumer reporting agencies:**

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1- year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

State Law Notices:

Texas, Arkansas, California, Massachusetts, Minnesota, New Jersey, and Oklahoma Applicants Only: You may contact Plaza Home Mortgage for your free copy of your report.

New York Applicants Only: You may inspect and receive a copy of any such report by contacting Plaza Home Mortgage

Washington State Applicants only: You have the right to request from Plaza Home Mortgage a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552 b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act. c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480 c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357



One Time Close (OTC) Construction Contract

Revised 4/22/2019

Loan Number: _____ Date: _____

Borrower Name(s): _____

Email Address: _____ Phone Number: _____

THIS CONSTRUCTION CONTRACT ("Contract") is dated as of _____, made by and between:

_____ ("Borrower") and

_____ ("Contractor").

Borrower and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Definitions.

"Contract Documents" shall mean the entire agreement between Borrower and Contractor with regards to the Work and consists of:

- (1) This Contract;
- (2) The Plans (Exhibit 1);
- (3) The Acquisition Cost Worksheet (Exhibit 2)
- (4) The Itemization of Work and Contract Price (Exhibit 3);
- (5) The Work and Payment Schedule (Exhibit 4);
- (6) All Requests for Disbursement (sample form attached as Exhibit 5);
- (7) All Change Orders (sample form attached as Exhibit 6);
- (8) The Contractor Waiver and Indemnification Agreement (Exhibit 7);
- (9) The Wire Authorization (Exhibit 8); and
- (10) The Lien Waiver (sample form attached as Exhibit 9).

"Lender" shall mean Plaza Home Mortgage, Inc. its successors in interest and/or assigns.

"Plans" shall mean the blueprints, shop drawings, plan specifications for the Work (attached as Exhibit 1).

"Work" shall mean the labor and materials to complete certain improvements on the Property.

"Written Itemization" shall mean the written itemization of the Work and the Contract Price (attached as Exhibit 2).

"Work and Payment Schedule" shall mean an itemized description of each segment of the Work that sets the timetable for completing the Work, and the corresponding payments for the work (attached as Exhibit 3).

Article 1. Work

Contractor will perform the construction services identified as the Work in the Plans in accordance with the Contract Documents (defined below) on property which is located at:

(the "Property").

Legal description or tax account number(s) if address not yet assigned:

Article 2. Work Completion Date

The Work will be completed on or before _____ (#____ months), subject to modifications provided for in approved Change Orders, but in no event later than twelve (12) months after the loan closing date on the Property ("Completion Date"). The Work will be considered completed when Lender obtains a completed Fannie Mae 1004D form with Lien Waiver stating the Work was completed in accordance with the Contract Documents, and the final, unconditional Certificate of Occupancy issued by the applicable government authority, if required by law. Before starting the Work, Contractor will submit to Borrower for review the Plans, Written Itemization, and Work and Payment Schedule indicating the starting and completion dates of various stages of the Work and the corresponding payments to be made to Contractor.

Article 3. Contract Price

Borrower will pay to Contractor an amount equal to \$ _____ ("Contract Price") for completion of the Work.

Article 4. Change Orders

Any increase or decrease in the Contract Price, change in the Work or change in the Work and Payment Schedule must be set forth in a change order signed by Borrower and Contractor and approved by the Lender ("Change Order").

Article 5. Payment Procedures

5.1. Progress Payments. Payment shall coincide with the Work and Payment Schedule. As Work progresses, Contractor will submit to Borrower a Disbursement Request which will cover completed and inspected work. Lender shall pay all delivered and undisputed Disbursement Requests within (10) business days in accordance with the following: ninety percent (90%) to Contractor, withholding ten percent (10%) to be paid simultaneously with the final payment ("Holdback").

Notwithstanding the above, Borrower may dispute the delivered Disbursement Request only for the following reasons: (1) failure to perform the Work in accordance with the Contract Documents; (2) defective Work that is not corrected; or (3) failure of the Contractor to pay subcontractors or to pay for labor, materials or equipment when due. Borrower must inform Contractor and Lender of the dispute within ten (10) business days of receiving the Disbursement Request. If Contractor and Lender do not receive notification of a dispute within ten (10) business days, Borrower has waived his/her/their right to dispute. Should Borrower dispute a Disbursement Request, Borrower and Contractor will promptly meet to resolve the dispute.

5.2. Final Payment. Final payment of the Contract Price including the Holdback will be made in accordance with the following procedures:

- a. When Contractor considers the Work substantially complete, Contractor will notify Borrower in writing. Within a reasonable time thereafter, Borrower and Contractor will inspect the Work. Promptly after such inspection, Borrower will deliver to Contractor a written punch list of the items that must be completed in order for the Work to reach final completion ("Final Completion"). Alternatively, Borrower will deliver to Contractor a written statement that Final Completion has been reached because no punch list items remain to be completed.
- b. If Borrower delivers a written punch list to Contractor, then Contractor will deliver to Borrower a written notice that the Work is complete when Contractor reasonably believes that the punch list items have been completed. Then Borrower and Contractor will promptly inspect the punch list items. Promptly after such inspection, Borrower will deliver to Contractor either (i) a written statement that Final Completion has been reached or (ii) another written

punch list of the items that still must be completed in order for the Work to reach Final Completion in which event the punch list procedure described above will be repeated until all punch list items have been completed.

- c. When Final Completion has been reached and after Contractor has delivered to Borrower all maintenance and operating instructions, schedules, guarantees, certificates of inspection, marked-up record documents and other documents, Contractor may make application for final payment following the procedure for progress payments. The final Disbursement Request will be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to Borrower and Lender) of all potential liens arising out of or filed in connection with the Work.

Article 6. Interest

Payments due and unpaid to Contractor will bear no interest.

Article 7. Contractor's Representation

In order to induce Borrower to enter into this Contract, Contractor makes the following representation: Contractor has familiarized itself with the nature and extent of the Contract Documents, work site, locality, all local conditions, laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work. Contractor is duly licensed to perform the Work as required by local laws and regulations.

Article 8. Contractor's Responsibilities

8.1. Performance. Contractor will perform the Work in accordance with the Contract Documents. Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction.

8.2. Personnel. Contractor will provide competent, suitable personnel to perform construction services as required by the Contract Documents. Contractor will at all times maintain good discipline and order at the Property.

8.3. Furnished Items. Contractor will furnish and be fully responsible for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work, except as specified in the Contract Documents.

8.4. Materials. All materials and equipment will be of good quality and new, except as otherwise provided in the Contract Documents. All materials and equipment will be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier.

8.5. Subcontractors. Contractor will be solely responsible for all acts and omissions of its subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents will create any contractual relationship between Borrower and any such subcontractor, supplier or other person or organization, nor will it create any obligation on the part of Borrower to pay any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations. Contractor will give Lender the name, address and telephone number of each person that has a contract with Contractor to supply materials or labor for the Work.

8.6. Permits; Inspections. Contractor will obtain and will pay for all construction permits and licenses unless otherwise agreed to by the Borrower in writing. Borrower will assist Contractor, when necessary, in obtaining such permits and licenses. Contractor will pay all governmental charges and inspection fees necessary for the Work and arrange for all such inspections to occur if required. Contractor will give all notices and comply with all laws and regulations applicable to furnishing and performance of the Work.

8.7. Taxes. Contractor will pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the place of the Work which are applicable during the performance of the Work.

8.8. Use of Premises. Contractor will confine construction equipment, the storage of materials and equipment and the operations of workers to the Property, and will not unreasonably encumber the Property with materials or equipment. Contractor will be fully responsible for any damage to the Property or areas contiguous thereto resulting from the performance of the Work. During the progress of the Work, Contractor will keep the Property free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor will remove

all waste materials, rubbish and debris from and about the Property as well as all tools, appliances, construction equipment and machinery, and surplus materials, and will leave the Property clean and ready for occupancy by Borrower.

8.9. Record Documents. Contractor will maintain in a safe place at the Property one physical copy of the Plans, addenda, written amendments, Change Orders, and the like in good order and annotated to show all changes made during construction which will be delivered to Borrower.

8.10. Safety. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor will comply with all applicable laws and regulations relating to the safety of persons or property.

8.11. Continuing the Work. Contractor will carry on the Work and adhere to the Work and Payment Schedule during all disputes or disagreements with Borrower.

8.12. Damage to the Work. Contractor will repair or replace, at Contractor's sole expense, every portion of the Work that is damaged or destroyed prior to Final Completion and caused in whole or in part by the acts or omissions of Contractor. Notwithstanding the foregoing, Borrower will bear the cost of such repair or replacement if the sole cause of the damage or destruction of the Work was Borrower's negligence.

8.13. Warranty. Contractor warrants and guarantees to Borrower that all Work will be in accordance with the Contract Documents and will not be defective. If within one (1) year after the date of Final Completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any specific provision or applicable special guarantee in the Contract Documents, any Work is found to be defective, Contractor will promptly, without cost to Borrower and in accordance with Borrower's written instructions, promptly either correct such defective Work, or if it has been rejected by Borrower, remove it from the Property and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Borrower may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by Contractor.

8.14. Indemnity and Hold Harmless. Contractor will indemnify and hold harmless Borrower against all loss, liability, cost expense, damage and economic detriment of any kind whatsoever that arises out of or results from performance of the Work but only to the extent caused in whole or in part by the acts or omissions of the Contractor.

8.15 Related Work at Property. Borrower may perform other work at the Property which is not part of the Work by Borrower's own forces or other contractors. Contractor will afford Borrower's own forces and each other contractor proper and safe access to the Property and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work. Contractor will do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of Borrower and the others whose work will be affected.

Article 9. Insurance

9.1. Contractor's Insurance. Contractor will purchase and maintain the following insurance policies: (i) a builder's all risk insurance policy (with a mortgagee's loss payable clause in favor of Lender and with a physical loss form endorsement), without co-insurance, in an amount not less than one hundred percent (100%) of the replacement cost of the Work, with the standard conditions; (ii) public liability insurance with limits of liability equal to at least \$500,000 per occurrence; (iii) workers' compensation insurance as required by applicable state law; (iv) automobile liability insurance with limits of liability equal to at least \$300,000 per occurrence for each vehicle that will be used in providing the services hereunder; and (v) other insurance as is appropriate for the Work being performed. Before any work is started, Contractor will deliver to Borrower certificates or other evidence of the insurance that Contractor is required to purchase and maintain.

9.2 Borrower's Insurance. Borrower will be responsible for purchasing and maintaining Borrower's liability insurance and other reasonably appropriate insurance.

Article 10. Termination

10.1 Termination by Borrower. If the Contractor breaches any of its obligations under this Contract, then Borrower may give Contractor written notification identifying such breach. If Contractor has not cured such breach within seven (7) calendar days from its receipt of Borrower's written notification or if such breach cannot be cured within such seven (7)

day period, then if Contractor either does not begin cure within such seven (7) day period or fails to diligently prosecute cure to completion, Borrower may terminate this Contract and take possession of the Work. Alternatively, instead of terminating the Contract, Borrower may cure the breach and deduct the cost thereof from amounts otherwise owed to the Contractor.

10.2 Termination by Contractor. If the Borrower breaches any of its obligations under this Contract, then Contractor may give Borrower written notification identifying such breach. If Borrower has not cured such breach within seven (7) calendar days from its receipt of Contractor's written notification, or if such breach cannot be cured within such seven (7) day period, then if Borrower either does not begin cure within such seven (7) day period or fails to diligently prosecute cure to completion, Contractor may terminate this Contract.

Article 11. Miscellaneous

11.1. Assignment of any rights or interests under this Contract will not be binding on any party to this Contract without the written consent of such party. Payments due under this Contract may not be assigned. Notwithstanding the foregoing, the Borrower hereby assigns all of its rights, title and interest in and to this Contract to Lender, as additional security for the loan. The Contractor hereby consents to such assignment. Notwithstanding, anything to the contrary in this Contract, upon a breach by the Borrower of this Contract, the Contractor will give the Lender notice of such a breach, at the address set forth above, and provided that the Borrower or the Lender cures such default within a reasonable period and continues to pay the Contractor all amounts due under this Contract, the Contractor will continue to perform its services under this Contract.

11.2. Borrower and Contractor each binds itself, its partners, successors, assigns and legal representatives, to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

11.3. This Contract and all issues, disputes and matters arising out of it will be governed by and construed in accordance with the law of the state in which the Property is located, exclusive of that body of law governing conflicts of laws.

12.4. This Contract, together with the other Contract Documents, constitutes the entire agreement between the parties with respect to the subject matter hereof and thereof. No amendments, modifications or supplements of this Contract shall be binding unless executed in writing by the parties. All Exhibits are hereby incorporated as part of this Contract.

IN WITNESS WHEREOF, Borrower and Contractor have signed this Contract.

This Contract is effective as of the date listed above.

Signatures:

Borrower: _____

Contractor: _____

Borrower: _____

By: _____

License No. _____

Address for giving notices:

Address for giving notices:

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

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

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

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

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

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

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

Line 2

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

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

*Note: The grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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



One Time Close (OTC) Wire Authorization

Revised 4/22/2019

Plaza Home Mortgage, Inc.		Address: 6420 Sequence Drive, Suite 200	
City: San Diego	State: CA	Zip Code: 92121	
Re: Borrower Name			
Email: Servicing@PlazaHomeMortgage.com			

Disbursement Instructions

Construction disbursements are to be made from time to time based upon properly documented and authorized disbursement requests.

Wire Disbursement to Contractor

Disbursements to be made directly and solely to Contractor require the following:

- Fully executed Amendment to Construction Loan Agreement and Contractor Waiver and Indemnification Agreement.
- Contractor's wiring instructions.

Depository Institution:		ABA (Routing Number):	
Name on Account:		Account Number:	
Depository Address:	City:	State:	Zip:
Depository Contact:		Phone Number:	
Contractor Name:		Phone Number:	

I/We (Print Borrower's Name) _____ (Print Contractor's Name) _____

Hereby authorize Plaza Home Mortgage Inc. to disburse the proceeds of my/our loan to the depository financial institution named ("Depository Institution"). I understand that this authorization will remain in full force and effect but not longer than 12 months from date of this form OR until I notify Plaza Home Mortgage in writing that I wish to revoke this authorization. I understand that Plaza Home Mortgage requires at least 10 business days to process a request to revoke authorization of wire disbursements. A request to revoke wire disbursements must be complete prior to funds being wired. All wires are final and cannot be revoked once disbursed.

Borrower(s) Print Name:	Date:
Signature:	Signature:
Contractor Name:	Date:
Contractor Signature:	



One Time Close (OTC)

Itemization of Work and Contract Price

Revised 4/18/2019

Borrower(s): _____ Date: _____

Property Address: _____ Square Footage: _____

Line #	Description	Amount	Line #	Description	Amount
1	Excavation	\$	36	Plumbing Finish - Labor	\$
2	Dirt Import/Export	\$	37	Hardware	\$
3	Grading – Rough	\$	38	Cabinets	\$
4	Grading – Finish	\$	39	Flooring	\$
5	Demolition	\$	40	Ceramic Tile (back-splash)	\$
6	Retaining Walls	\$	41	Millwork	\$
7	Equipment Rental	\$	42	Mirrors	\$
8	Sewer/Septic System	\$	43	Countertops	\$
9	Caissons/Pilings	\$	44	Appliances	\$
10	Footings, Foundation, Slab	\$	45	Painting	\$
11	Waterproofing	\$	46	Temporary Facilities	\$
12	Lumber – Rough	\$	47	Insurance	\$
13	Carpentry – Rough	\$	48	Supervision	\$
14	Structural Steel	\$	49	Overhead	\$
15	Windows and Exterior Doors	\$	50	Profit	\$
16	Trusses – Material	\$	51	Contingency	\$
17	Trusses - Labor	\$	52	Ornamental Iron	\$
18	Plumbing – Rough	\$	53	Landscaping	\$
19	Electrical – Rough	\$	54	Pool/Spa	\$
20	Hardware - Rough	\$	55	Driveway	\$
21	HVAC	\$	56	Flat Work	\$
22	Ext. Insulation & Sheathing	\$	57	Fences, Walls and Gates	\$
23	Int. Insulation & Sheathing	\$	58	Brick/Stone	\$
24	Drywall/Plaster	\$	59		\$
25	Interior Doors	\$	60		\$
26	Roofing	\$	61		\$
27	Siding/Stucco/Brick	\$	62		\$
28	Garage Door	\$	63		\$
29	Fireplace	\$	64		\$
30	Sheet Metal & Gutters	\$	65		\$
31	Lumber Finish - Material	\$	66		\$
32	Lumber Finish - Labor	\$	67		\$
33	Electrical Fixture	\$	68		\$
34	Electrical Finish - Labor	\$	69		\$
35	Plumbing Fixtures	\$	70		\$

Total Building Costs: _____

Borrower(s) Signature: _____

Contracted Amount: _____

Contractor's Signature: _____

Land/Lot Cost _____

Estimated Number of Draws: _____

Max # of draws is 12.



One Time Close (OTC)

Request for Disbursement

Revised 4/22/2019

Borrower(s): _____ Date: _____

Phone: _____ Email: _____

Contractor: _____ Draw Number: _____

Phone: _____ Email: _____

Property Address: _____

Line Number(s)	Brief Description of Stage Completed	Line Items % of completion	Amount (\$)

Total in the amount of (\$) _____

Max # of draws is 12.

By signing, Contractor hereby certifies to Plaza Home Mortgage Inc. that the work set forth in the above request has been completed in accordance with the plans and specifications for the project and meets code and all other guidelines established by the governing municipality or other jurisdictional authority. The above signed further warrants that the costs requisitioned for work on previous disbursements have been paid. The Loan Commitment Amount remaining will be sufficient to complete all Improvements contemplated by the Loan Agreement or the Plans or the Construction Contract. Lender has received invoices, and unconditional construction lien releases from Contractor, and each supplier for all Work covered by this Request for Disbursement, and for all Requests for Disbursement previously submitted. The funds obtained with the Request for Disbursement will be used to pay in full the costs of labor performed or materials supplied as requested in this Request for Disbursement.

Contractor Signature: _____ Date: _____

By signing below, Borrower(s) hereby certifies to Plaza Home Mortgage Inc. that the work and materials set forth above have been thoroughly reviewed by Borrower(s) and are acceptable to Borrower(s); the work and material on site have been satisfactorily completed and/or supplied; and all suppliers and subcontractors have been paid for work and materials currently in place or on site, (with the exception of work and materials which are the subject of this draw request). Borrower(s) hereby approves this disbursement request for funding by Plaza Home Mortgage Inc. Any notices, preliminary notices, lien claims, or any additional documents which Borrower(s) has received which are related to any claims associated with to construction, have been included with current or prior disbursement requests. Borrower confirms there has been no material adverse change in Borrower's financial condition or employment status since the time Borrower applied for the Loans.

Borrower(s) Signature: _____ **Date:** _____

Borrower(s) Signature: _____ **Date:** _____



One Time Close (OTC) Lien Waiver

Revised 4/22/2019

STATE OF (_____)

COUNTY OF (_____)

TO WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by _____
to furnish _____
for the premise known as _____
of which _____
is the owner.

The undersigned, for and in consideration of _____
(\$_____) Dollars, and other good and valuable consideration, the receipt whereof is hereby
acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under laws relating to
mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the
materials, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become
due from the owner, on account of labor, services, material, fixtures, apparatus or machinery furnished to this date by the
undersigned for the above-described premises.

Given under _____ hand and seal this _____ day of _____,
Signature and Seal: _____

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate him(her)self as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF (_____)

COUNTY OF (_____)

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that (s)he is _____
_____ Of the _____
who is the contractor for the _____
work on the building located at _____
owned by _____
that the total amount of the contract including extras is \$ _____ on which (s)he has received
payment of \$ _____ prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub-contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

Names	Purpose	Contract Price	Amount Paid	This Payment	Balance Due
Total Labor and Materials to Complete:					

That there are no other contracts for work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this _____ day of _____, _____.
Signature: _____

Subscribed and sworn before me this _____ day of _____, _____.
Signature: _____



One Time Close (OTC) Contractor Waiver and Indemnification Agreement

Revised 4/22/2019

PARTIES: All parties identified in this section must execute this Contractor Waiver and Indemnification Agreement, including any Contractors required to sign Additional Signature Pages which must be attached hereto and are hereby incorporated herein and made a part hereof by reference, as applicable (herein the "Agreement").

Borrower(s) Print Name: _____

Contractor Print Name: _____

Property Address: _____ City: _____ State: _____ Zip: _____

DEFINITIONS: The following capitalized terms as used in this Agreement shall have the following meanings:

- ❖ **120-Day Lien Period:** The 120 days immediately preceding the date of recordation of the latter of the deed to purchaser or Security Instruments to Lender, as referenced herein, in the Office of the Registrar of Deeds of the county in which the Property is located.
- ❖ **Borrower:** Any person or entity who has or has had any interest in the Property within the 120-Day Lien Period. For the purposes of this Agreement, the term Borrower includes: (i) a seller of the Property or a borrower under a loan agreement secured by the Property; (ii) a person with rights to purchase the Property under a contract and for whom an Improvement is made and who ordered the Improvement to be made; and (iii) the Borrower's successors in interest and agents of the Owner acting within their authority.
- ❖ **Company:** The title insurance company providing the title policy for the transaction contemplated by the parties herein.
- ❖ **Contractor:** Any person or entity who has performed or furnished or has contracted to perform or furnish Labor, Services or Materials pursuant to a contract, either express or implied, with the Borrower of real property for the making of an Improvement thereon.
- ❖ **Deed of Trust:** The real estate security instrument(s) to be executed by Borrower and to encumber the Property in the currently contemplated transaction and any currently contemplated or future extensions, renewals, modifications, amendments or reinstatements thereof.
- ❖ **Improvement:** All or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, or landscaping, includes trees and shrubbery, driveways, and private roadways on the Property as defined below.
- ❖ **Labor, Services or Materials:** All labor, services, materials for which a lien can be claimed including but not limited to professional design services (including architectural, engineering, landscaping and surveying) and/or rental equipment.
- ❖ **Lender:** Plaza Home Mortgage Inc. and its successors in interest and/or assigns.
- ❖ **Mechanics Lien Agent:** A title insurance company or title insurance agency designated by Borrower.
- ❖ **Property:** As defined in the Construction Contract.
- ❖ All defined terms shall include the singular or plural as required by context.

AGREEMENT: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to the purchase of the Property by a Borrower/Owner and/or the making of a loan by Lender secured by the security instrument encumbering the Property and the issuance of a title insurance policy or policies by Company insuring title to the Property without exception to liens for Labor, Services or Materials; in connection therewith, Borrower and Contractor(s), agree as follows:

1. Borrower/Owner's Certification

Borrower certifies that (i) Borrower has not appointed a Mechanics Lien Agent for any project(s) on the Property; (ii) every Contractor with whom Borrower has dealt or contracted for Improvements within the 120-Day Lien Period is identified and a signatory herein, including every Contractor that may be providing punch list or warranty work post-closing pursuant to a contract for Labor, Services or Materials previously furnished; (iii) there are no outstanding actual or potential liens (filed or unfiled) for Labor, Services or Materials for Improvements on the Property; (iv) Borrower has not received any Notice of Claim of Lien upon Funds from any other person or entity; (v) Borrower has no knowledge of any other type of claim outstanding which would entitle the holder thereof to claim a lien on or interest in the Property including retention of title agreements or security interests for any materials, appliances, fixtures or furnishings placed upon or installed on the Property. Any such matter in (i) through (v) shall be deemed not to exist if either the claimant has completed all Improvements of that claimant and been paid in full (and satisfactory evidence of such payment is provided herewith) or the claimant has waived or released the claimant's claim, provided that the waiver or release is in writing and such writing is acceptable to and is furnished to the Company.

2. Contractor's Certifications – Waiver of Liens by Contractor

Contractor certifies that (i) such Contractor has signed this Agreement in the correct legal capacity and has the authority to sign this Agreement; (ii) there are no outstanding actual or potential liens (filed or unfiled) for Labor, Services or Materials for Improvements on the Property by anyone claiming by, through, or under such Contractor; (iii) such Contractor has not received any Notice of Claim of Lien upon Funds or Claim of Lien on Real Property from any other person or entity; and (iv) Contractor has no actual knowledge of an Mechanics Lien Agent having been appointed by the Borrower. In addition, Contractor certifies that, to the best of such Contractor's knowledge and belief, (a) all parties known by such Contractor to have dealt or contracted with Borrower for Improvements made within the 120-Day Lien Period or who such Contractor knows may be providing punch list or warranty work post-closing pursuant to Labor, Services or Materials previously furnished are identified herein (though such Contractor makes no representation regarding their waiver or payment unless claiming by through or under such Contractor) and (b) such Contractor has no knowledge of any other type of claim outstanding by anyone claiming by, through, or under such Contractor which would entitle the holder thereof to claim a lien on or interest in the Property including retention of title agreements or security interests for any materials, appliances, fixtures or furnishings placed upon or installed on the Property. Undersigned Contractor hereby waives and releases any lien, claim of lien or other interest whatsoever which such Contractor and anyone claiming by, through, or under such Contractor might have in the Property. Each Contractor further warrants that such Contractor has not assigned and will not assign such Contractor's claim for payment or right to perfect a potential lien on the Property and that such Contractor has the right to execute this waiver

3. Reliance and Indemnification

This Agreement may be relied upon by Borrower in the purchase of the Property, Lender to make a loan secured by the security instrument encumbering the Property and by Company in issuance of a title insurance policy or policies insuring title to the Property without exception to matters certified in this Agreement. The provisions of this Agreement shall survive the disbursement of funds and closing of this transaction and shall be binding upon Borrower and Contractor (and anyone claiming by, through or under them). Borrower and Contractor agree to indemnify and hold Lender, and Company harmless of and from any and all loss, cost, damage and expense of every kind, and attorney's fees, costs and expenses, which the Lender or Company shall or may incur or become liable for, directly or indirectly, as a result of reliance on the

respective certifications of Borrower and Contractor made herein or in enforcement of the Company's rights hereunder.
NOTE: Notwithstanding the foregoing, no party to this Agreement assumes liability for certifications made by another party.

Contractor Signature: _____ **Date:** _____

Borrower(s) Signature: _____ **Date:** _____

Borrower(s) Signature: _____ **Date:** _____

State of: _____ County of: _____

Subscribed and sworn to before me this

_____ day of _____, 20__

By _____

Type of Identification _____

Notary Name Here, Notary Public

My Commission Expires _____



One Time Close (OTC) Permit Advisory

Revised 4/1/2019

Contractor Name: _____
 Borrower Name: _____
 Property Address: _____

Are permits required for the proposed scope of work?

1.	Building Permits	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.	Electrical	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.	Foundation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.	Framing (Structural)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.	Mechanical (HVAC)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.	Plumbing	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7.	Roofing	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8.	Septic	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9.	Other: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10.	Other: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11.	Other: _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Permitting Entity Name: _____
 Permit Office Contact Name: _____
 Permit Office Phone Name: _____

Contractor Name: _____
 Contractor Signature: _____