

	Legal name of applicant:			
	doing business as: Business NMLS Number:			
2	Business NMLS Number:			
۷.	Address:			
_	City, State.Zip			
3.	Primary contact person:			
	Name:			
	Title:			
	Phone #:			
	Date business established:			
5.	Business Type:			
	Corporation under the laws of_			(State
	Partnership registered in	(State)	General or Limited?	
	Sole Proprietorship			
	Other			
6.	Taxpayer identification number:			
7.	Owners/Principals:			
	Name and Title	Social Security Number	Percentage of Ownership Interest	NMLS Number
8.	How long has your company origin Has your business ever been susp			
	authority?			
	If yes, please provide details			

- Please attach copies of the following required documentation:
 - Resumes on owners, principals and key staff, including NMLS numbers.
 - Copies of appropriate State Mortgage Broker or Banker registration(s) (New York & Connecticut only).
 - Current Volume of Operations Report (VOOR).
 - Current existing pipeline and previous year's "A" paper volume.
 - Your most recent audited financials or internally prepared financial statements certified by principal or Chief Financial Officer.
 - Articles of Incorporation, partnership agreement, etc. with filing receipt.
 - Certificate of Good Standing.
 - Certified copy of Corporate or Partnership Resolution authorizing correspondent relationship, and Incumbency Certificate (please note: resolution must be specific to Ridgewood Savings Bank and the Corporate seal is required)
 - Current Policies and Procedures including Processing, Underwriting, Quality Control and Regulatory Compliance, and specifically Fair Lending and Safe Act.
 - Copy of the most recent business bank statement(s).
 - Fee and Agency agreement indicating all fees charged (New York and Connecticut, if applicable).
 - List of affiliated businesses, if any.
 - Proof of Errors and Omissions and Fidelity Bond Insurance.
 - Copy of Surety Bond and current continuation.
 - Original W-9 executed by an authorized signatory.

In connection with consideration of our application and during the term, if any, of our agreement with you, the undersigned authorized Bank to obtain and update information regarding our credit worthiness and financial condition (including that of any principal, stockholder, officer or partner) from any source you think may have such information, including any consumer reporting agency or commercial credit bureau. We may request you to inform whether or not a consumer report was requested, and if such report was requested, inform us of the name and address of the consumer reporting agency that furnished the report.

riease note that your participation in the broker Program is subject to the bank's receipt and review or information
rom the New York State Department of Financial Services (DFS) regarding any complaints filed with DFS against
you. The Bank reserves the right to suspend your participation in the Program or to terminate the Broker
Agreement based on information provided by DFS.

Print Name and Title	Print Name and Title	Print Name and Title
SIGNATURE AND DATE	SIGNATURE AND DATE	SIGNATURE AND DATE



Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Internal	neveriue servic	<i>;</i>			
	1 Name (as s	nown on your income tax return). Nar	me is required on this line; do not leave this line blan	ık.	
page 2.	2 Business n	me/disregarded entity name, if differ	rent from above		
s on	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ►		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)		
Print or type	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. Other (see instructions) ▶			Exemption from FATCA reporting code (if any)	
ë :				(Applies to accounts maintained outside the U.S.)	
l Jecific	5 Address (n	mber, street, and apt. or suite no.)		Requester's name	and address (optional)
See S	6 City, state,	and ZIP code			
	7 List accour	t number(s) here (optional)			
Par	Ta	payer Identification Nur	mber (TIN)		
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.				r identification number	
Pari	Co	rtification			
		perjury, I certify that:			
	•	•			
		•	xpayer identification number (or I am waiting f		,.
Ser	vice (IRS) tha		 : (a) I am exempt from backup withholding, or olding as a result of a failure to report all interest 		
3. I ar	n a U.S. citiz	en or other U.S. person (defined	below); and		
4. The	FATCA code	(s) entered on this form (if any) in	ndicating that I am exempt from FATCA repor	ting is correct.	
becau interes genera	se you have st paid, acqui	ailed to report all interest and distition or abandonment of secures other than interest and dividen	n 2 above if you have been notified by the IRS vidends on your tax return. For real estate transed property, cancellation of debt, contributions ds, you are not required to sign the certification.	nsactions, item 2 do s to an individual ret	es not apply. For mortgage irement arrangement (IRA), and
Sign Here	Signatu U.S. pe			Date ►	
	-			•	

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 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?* on page 2 for further information.

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

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Line 2

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

Line 3

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

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

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

Exempt payee code.

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

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

- $1-\!$ An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
 - 2-The United States or any of its agencies or instrumentalities
- $3-\!A$ state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- $4-\!\mbox{A}$ 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
- $7\!-\!\mathrm{A}$ futures commission merchant registered with the Commodity Futures Trading Commission
 - 8-A real estate investment trust
- $9-\mbox{An}$ 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

¹See 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(q) plan

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

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

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

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Part II. Certification

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

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

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

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
Individual Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account
Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee' The actual owner'
Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity⁴
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

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.

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.

List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2. *Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

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

RESOLUTION OF BOARD OF DIRECTORS AND CERTIFICATE OF AUTHORIZED SIGNATURES

OF		
RESOLVED FIRST, th	at	
Name of Officer	Signature	Title of Officer
Name of Officer	Signature	Title of Officer
Name of Officer	Signature	Title of Officer
Name of Officer	 Signature	Title of Officer
and each of them is hereby and and under its corporate seal, agreements, contracts, assign	uthorized and empowered in from time to time while the ments, reports mortgage do ecks and drafts, and furnish	duly elected or appointed successors in office, be in the name of and on behalf of this corporation se resolutions are in effect, to execute any and all ocuments, and other papers and documents of any any information required or deemed necessary or on with any of the foregoing.
	CERTIFICAT	ON
adopted by the Board of Dire	ectors of	correct copy of a resolution presented to and
is duly recorded in the minute	, 200, at which a que book of this corporation; t	norum was present and voted, and such resolution hat the officers named in said resolution have cumbents of the respective offices set after their
(Corporate Seal)	_	
•	5	ecretary

MORTGAGE BROKER AGREEMENT

	IIS MORTGAGE BROKER AGREEMENT (this "Agreement") is made this	sday
of	, 20 , between RIDGEWOOD SAVINGS BANK, a savings bank chart	ered under
the lav	of the State of New York and having an office at 71-02 Forest Avenue, R	idgewood
New Y	("Bank") and	
		,a
(an)		,
having	office at	,
("Brok		

WITNESSETH:

WHEREAS, Broker is engaged in the business of acting as a mortgage broker to advise and assist borrowers in connection with applying for and obtaining loans secured by mortgage liens on residential real property ("Loan" or "Loans"), and

WHEREAS, Bank has created a Mortgage Broker Program (the "Program") for member brokers; and

WHEREAS, Broker desires to submit loan applications ("Loan Application" or "Loan Applications") to Bank from time to time, on a non-exclusive basis, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. PROCEDURE FOR PURCHASE AND SALE.

- 1.1. Bank will furnish to Broker a Schedule of Loan Programs ("Loan Programs") offered by Bank through the Program and which may be amended by Bank from time to time without prior notice. Broker shall be responsible for verifying the availability of the Loan Programs. Bank reserves the right to amend the loan products available or delete one or more products at any time and without prior notice.
- 1.2. Bank may, but shall not be required to, offer a fee structure on Loan Applications submitted by Broker under this Agreement which is either (i) not made available to the general public by Bank; or (ii) lower than that made available to the general public by Bank. Any such fee policy shall be at Bank's sole discretion and may be modified from time to time or eliminated at any time without prior notice.

1.3. Bank's product and pricing rate sheet as in effect from time to time shall indicate the pricing available on Loan Applications submitted by Broker under this Agreement. Bank reserves the right to amend the product and pricing rate sheet at any time and without prior notice.

2. LOAN APPLICATIONS.

- 2.1. Broker may submit to Bank for consideration Loan Applications which conform to one of the Loan Programs offered by Bank pursuant to this Agreement. Broker shall submit with the Loan Application any fees, documents and other materials required by Bank. The Loan Programs may be amended by Bank from time to time without prior notice.
- 2.2. Broker will provide to its customers mortgage brokerage services in connection with Loan Applications submitted to Bank.
- 2.3. All appraisals to be performed in connection with Loan Applications to be submitted to Bank must be performed by appraisers approved by Bank. Broker shall not directly or indirectly coerce, influence or otherwise encourage an appraiser to misstate or misrepresent the value of the property that will secure the Loan.
- 2.4. Broker shall provide the loan applicant with any and all disclosures required because of such relationship, including, but not limited to the Affiliated Business Arrangement Disclosure Statement required by the Real Estate Settlement Procedures Act.

3. BANK REVIEW OF LOAN APPLICATIONS.

- 3.1. Upon presentation of a Loan Application to Bank and assembly of a completed loan package meeting all of Bank's requirements, Bank will review the Loan Application and decide whether to approve the Loan. Bank has no obligation under this Agreement to accept any Loan Application submitted by Broker. The decision as to whether a Loan Application is complete and the decision to approve a Loan Application shall be completely within Bank's discretion.
- 3.2. In the event Bank approves a Loan Application, Bank will issue a commitment letter to the applicant containing such terms and conditions as Bank requires and will transmit a copy to Broker provided Broker has obtained written authorization from applicant. Bank reserves the right to require Broker to deliver the commitment letter to the applicant on behalf of Bank.
- 3.3. If Bank does not approve a Loan Application, then Bank will issue the applicant an adverse action notice in accordance with the Equal Credit Opportunity Act and Regulation B. Bank reserves the right to require Broker to deliver the adverse action notice to the applicant on behalf of Bank.
- 3.4. Bank imposes on Broker no charges, fees or other remuneration under the Program other than those explicitly set forth in this Agreement and Bank's product and pricing rate sheets for the Program (as in effect from time to time). Bank and Broker agree that Bank has no

obligation or responsibility pursuant to this Agreement to pay compensation to Broker for any services rendered by Broker to Bank. This Agreement shall not prohibit Broker, if allowed by law, from imposing fees upon its customers for mortgage brokerage, consultation and other services; provided, however, that such fees shall be imposed pursuant to a written agreement (the "Customer Fee Agreement") between Broker and its customer which shall fully disclose (1) the amount and nature of such fees; (2) that such fees are not imposed or required by Bank under the Program; and (3) any other terms required by applicable law or regulation. Broker shall not accept any compensation prohibited by law or regulation, including but not limited to Sections 1026.36(d) and 1026.36(e) of Regulation Z of the Consumer Financial Protection Bureau (see below at Section 4.3(g) of this Agreement).

- 3.5. Broker shall not impose any fee upon an applicant in connection with the applicant's application for a Loan, other than a fee for obtaining the applicant's credit history (which fee shall be a bona fide fee and reasonable in amount), before the applicant has received the disclosures required by Regulations X and Z of the Consumer Financial Protection Bureau.
- 3.6. Broker shall obtain a Customer Fee Agreement in a form approved by Bank and signed by the customer. The Customer Fee Agreement shall make the necessary disclosures to the customer as required in this Agreement and under applicable law and regulation.
- 3.7. In forwarding Loan Applications to Bank, Broker shall at all times include therein all documentation and fees required by Bank and the executed Customer Fee Agreement.
- 3.8. All approved Loans will be scheduled for closing and will be closed by Bank attorneys. Bank and Bank's counsel shall have final approval of all legal and other requirements for closing of a Loan.

4. REPRESENTATION, WARRANTIES AND COVENANTS OF BROKER.

- 4.1. Broker makes the following representations and warranties and covenants regarding itself:
- (a) Broker is either (i) an individual or (ii) a corporation, partnership or limited liability company duly organized, validly existing and in good standing with the full power and authority to enter into and perform its obligations under this Agreement.
- (b) Broker is a licensed mortgage banker with the Department of Financial Services of the State of New York and holds license number ______issued on ______, or a registered mortgage broker with the Department of Financial Services of the State of New York and holds Registration Number ______ issued on ______. As of the date of this Agreement, the mortgage banking license or mortgage broker registration of Broker in the State of New York is in good standing and there have been no claims or challenges to Broker's right to continue to retain the license or registration. Broker further represents that it will maintain the license or registration in good standing throughout the term of this Agreement and will immediately notify Bank of any and all changes thereto and in

the event Broker's license or registration is not renewed or extended or is revoked or suspended at any time.

- (c) Broker has registered with the Nationwide Mortgage Licensing System and Registry (the "Registry") and holds unique identifier _______. The information provided to the Registry with respect to Broker is accurate and there have been no claims or challenges to Broker's right to continue acting as a mortgage loan originator. Broker further represents that it shall renew its registration annually and shall update its registration if its responses to the required information become inaccurate, incomplete or out-of-date and as otherwise required by law. Broker further represents that it shall not act as a mortgage loan originator unless its registration requirements are satisfied. Broker shall maintain its registration throughout the term of this Agreement and will immediately notify Bank of any and all changes regarding Broker's registration and in the event Broker's registration is not renewed or extended or is revoked or suspended at any time. Broker shall maintain policies and procedures to comply with the Secure and Fair Enforcement for Mortgage Licensing Act ("S.A.F.E. Act") and shall provide a copy of such policies and procedures to Bank with the fully executed copy of this Agreement and Exhibits.
 - (d) If Broker will be submitting a Loan Application for a Loan secured by property in any state other than New York, Broker is a licensed mortgage banker or mortgage broker under the laws of that state, has obtained all licenses necessary to originate Loans in such state, and is authorized to do business in that state. Broker shall submit evidence that it is licensed to originate Loans in any other state in the event it submits a Loan Application for a Loan secured by a property in such state.
- (e) Broker is fully familiar with and is aware of the need for compliance with and, shall have complied in connection with each Loan Application or Loan delivered to Bank, all federal, state and local laws and regulations relating to residential real estate transactions. Specifically, Broker represents and warrants total familiarity and compliance with the Federal Consumer Credit Protection Act (Truth in Lending), Regulation Z of the Consumer Financial Protection Bureau, the Federal Equal Credit Opportunity Act, the Federal Home Mortgage Disclosure Act, the Federal Civil Rights Act of 1968, the Real Estate Settlement Procedures Act and regulations promulgated by the appropriate authorities under such acts, Parts 38 and 39 of the General Regulations of the New York Banking Board, New York Banking Law Article 12-E, New York State Executive Law Article 15, Section 296-a, and antidiscrimination and fair housing laws of the State of New York and City of New York and the state and local laws in the areas in which any property is located that will be securing a Loan Application or Loan submitted by Broker to Bank pursuant to this Agreement and will fully comply with same. Between Broker and Bank, Broker agrees to accept full responsibility for compliance with all such laws with respect to Loan Applications or Loans submitted by Broker to Bank pursuant to the Agreement and Broker's activities related to this Agreement.
- (f) Broker shall train its personnel and employees in the requirements of all applicable laws and regulations so that all personnel operating from or in conjunction with Broker's office will be aware of the requirements for compliance with the laws and regulations and will comply

with same. Broker shall comply with all qualification and training requirements applicable to loan originators employed by Broker, including but not limited to those requirements set forth in the S.A.F.E. Act and in Section 1026.36(f) of Regulation Z of the Consumer Financial Protection Bureau.

- (g) Broker has all necessary authority to enter into this Agreement under applicable federal, state, and local laws.
- (h) Except as authorized in writing by Bank, Broker shall not advertise any features of the Program to the general public or prepare and disseminate solicitation material regarding Bank or the Program not previously approved or authorized in writing by Bank. Broker may use any advertising and solicitation materials that are provided by Bank from time to time but is not obligated to use such advertising and solicitation materials.
- (i) Broker hereby acknowledges receipt of Bank's Fair Lending Policy Statement attached hereto as Exhibit B to this Agreement and shall render services consistent with the provisions stated therein.
- (j) Broker agrees to provide to Bank at the time of execution and delivery of this Agreement to Bank and, thereafter, each year during the term of this Agreement, a certification of compliance with New York Banking Law Article 12-E regarding Mortgage Loan Originators in the form annexed hereto as Exhibit A or in such other form as Bank may request from Broker from time to time during the term of this Agreement.
- 4.2. Broker makes the following representations, warranties and covenants with regard to each Loan Application submitted to Bank pursuant to this Agreement:
- (a) The Loan Application conforms to all applicable laws and regulations and the requirements of Bank.
- (b) Broker has full right and authority to submit the Loan Application to Bank and the Loan Application is not subject to any lien or encumbrance. In addition, Broker's right to submit the Loan Application is not subject to any other party's interest or to an agreement with any other party.
- (c) None of the documents, statements or information contained in any Loan Application will contain any untrue or erroneous statement or omit to state a fact necessary in order to make such statements or information not misleading. Broker understands that by making the warranty contained in this subparagraph it is warranting the accuracy of all information contained in any Loan Application submitted to Bank, whether or not Broker has knowledge, or reason, to suspect inaccuracy. Broker acknowledges and agrees that all representations, warranties and covenants made herein shall extend to and may be relied upon by any and all successors and assigns of Bank, subsequent purchasers of the Loan, or any federally approved financial institution, or any department, agency or instrumentality of any state or the United States.

- (d) Each document furnished to Bank in connection with any Loan Application is complete and accurate, contains no misleading information, has been properly prepared and executed with copies delivered as required by law, and all signatures and initials therein are authorized and genuine. Broker has investigated the truthfulness of all documentation and credit information contained in any Loan Application submitted to Bank and Broker has no adverse information or documentation concerning the applicant which it has not communicated to Bank in writing.
- (e) Broker has complied with all applicable Federal, state and local laws, rules and regulations including, but not limited to usury limitations, the Real Estate Settlement Procedures Act, the Equal Credit Opportunity Act, the Fair Housing Act, the Flood Disaster Protection Act, the Federal Consumer Credit Protection Act (truth-in-lending), the Fair Credit Reporting Act, and regulations issued pursuant thereto, and the state and local laws in the areas in which any property that will be securing a Loan is submitted by Broker to Bank pursuant to this Agreement.
- (f) Except as is fully and adequately set forth and described in the Loan Application delivered to Bank, Broker is unaware of any matter involving or related to the Loan Application, the property proposed to secure the Loan, or the applicant's credit standing which would: (i) adversely affect the value of the property that will secure a Loan or the validity of the first lien position of the Loan; (ii) cause the Loan to become delinquent; or (iii) adversely effect the Loan's value or marketability.
- (g) Broker will not (i) refer to itself in any notice, disclosure or other document provided to an applicant as the "lender" in connection with any Loan Application submitted to Bank; (ii) issue to any applicant in connection with a Loan Application submitted to Bank early disclosures under the Truth in Lending Act and Regulation Z, a good faith estimate of loan charges under the Real Estate Settlement Procedures Act and Regulation X, or any combined form of such disclosures that may be promulgated in the future; and (iii) provide any notice, disclosure or other document to an applicant stating that any such disclosures described in (ii) above have been provided to the applicant.
- 4.3. With regard to each Loan Application delivered by Broker to Bank under this Agreement, Broker makes the following additional covenants:
- (a) If a Loan has been originated by Bank pursuant to this Agreement and is properly rescinded pursuant to the Truth-in-Lending Act and Regulation Z or any other applicable law or regulation, Broker will return to Bank all monies collected from the applicant(s) within three (3) days of Broker being notified of the rescission, so that Bank may return the funds to the applicant(s);
- (b) Broker will maintain at all times insurance policies of fidelity, theft, forgery and errors and omissions, and shall furnish proof of such insurance coverage upon demand by Bank. Such policies shall be in such amounts and provide such coverage as is deemed acceptable to Bank.

- (c) If Broker charges the loan applicant any fee, then the fee shall be for actual services provided by Broker to the applicant and for which Broker has not, and will not, be compensated by Bank. Any such fee charged by Broker must be set forth in a Customer Fee Agreement between Broker and the applicant which shall fully disclose the amount and nature of such fee in accordance with this Agreement and applicable law and regulations. An executed copy of such written Customer Fee Agreement will be delivered to Bank with the Loan Application. Broker shall not accept any compensation prohibited by law or regulation, including but not limited to Sections 1026.36(d) and 1026.36(e), of Regulation Z of the Consumer Financial Protection Bureau (see below at Section 4.3(g) of this Agreement).
- (d) Broker acknowledges that Bank specifies from time to time the maximum fees and points which may be charged by Broker on a Loan Application submitted to Bank pursuant to this Agreement. Broker agrees to not impose fees and points on any applicant on a Loan Application submitted to Bank in excess of Bank's maximum fees and points as in effect at the time of Broker's submission of the Loan Application to Bank.
- (e) Broker acknowledges and agrees that any fees payable by Bank to Broker on account of a Loan Application shall only be paid to Broker at the closing of the Loan by Bank, provided further that in the case of a refinance transaction subject to the right of rescission, such fee shall only be paid to Broker upon the funding of the Loan by Bank.
- (f) Broker shall provide Bank with copies of all third party documents relied upon by Broker in investigating the truthfulness of all information contained in any Loan Application submitted to Bank.
- (g) Broker shall not accept any compensation in connection with the Loan Application, or any resulting Loan, that is prohibited by law or regulation, including but not limited to Section 1026.36(d) or 1026.36(e) of Regulation Z of the Consumer Financial Protection Bureau. In compliance with Sections 1026.36(d) and 1026.36(e): (i) Broker will not accept, directly or indirectly, compensation in an amount based on any of the terms or conditions of a Loan (this prohibition does not apply to payments the loan applicant makes directly to Broker); (ii) if Broker receives compensation directly from a loan applicant, then Broker shall not accept or receive compensation, directly or indirectly, in connection with the transaction from any person other than the loan applicant; and (iii) Broker shall not direct or "steer" a loan applicant to consummate a Loan based on the fact that Broker will receive greater compensation from the creditor on that transaction than in other loan transactions Broker offered or could have offered to the Loan Applicant, unless the consummated loan transaction is in the loan applicant's interest.

5. ADVERTISEMENT/INDEPENDENT CONTRACTOR.

Broker shall not use any advertisement, solicitation or other promotional materials containing the name of Bank or which in any way indicate to the public or to a borrower, potential borrowers or any other third party that Broker is an agent of Bank or has the authority

to approve lending or credit decisions on behalf of Bank, or obtain or guarantee approval by Bank of a loan application. Broker agrees that its activities pursuant to this Agreement are that of an independent contractor and Broker shall conduct all business pursuant to this Agreement in a manner which at all times preserves and indicates to the public Broker's status as an independent contractor. Broker specifically agrees that it will not represent, whether orally, in writing, by implication, or otherwise, that it can secure, guarantee or otherwise obtain credit approval by Bank.

6. AUTHORITY OF BANK.

- 6.1. Bank reserves the full right to decide all questions of policy and administration related to the Agreement, the Program, the Loan Programs, and each Loan Application submitted pursuant to the Agreement.
- 6.2. Bank shall have the right to extend, renew, continue or discontinue the Program, alter the rights of participants herein or change, eliminate or discontinue any of the benefits or mortgage programs in its sole discretion, without notice, and without any liability to Broker.

7. BREACH; DEFAULT; REMEDIES; INDEMNIFICATION.

- 7.1. If after approving a Loan Application, Bank discovers that there was any fraud in connection with the Loan Application or with any documents or information contained in the Loan Application, or that any of Broker's representations, warranties or covenants contained in this Agreement are untrue or that the Loan does not meet Bank's requirements as set forth in this Agreement, the Schedule of Loan Programs or elsewhere, Bank may, at its option, and without limitation as to any other remedy accruing to Bank, make demand upon Broker to purchase such Loan. Within thirty (30) days of such demand, Broker shall pay Bank a price equal to the outstanding principal amount of the Loan plus accrued interest to the date of repurchase plus all costs and expenses (including attorneys' fees) incurred by Bank in connection with the Loan.
- 7.2. Broker shall indemnify Bank and hold Bank harmless against all losses, damages, penalties, fines, forfeitures, legal fees and related costs, judgments, and any other costs, fees and expenses heretofore or hereafter resulting from any claim, demand, defense or assertion based or grounded upon, or resulting from, a breach or default of the warranties, representations or covenants of this Agreement. All rights and remedies provided in this Agreement are distinct and cumulative to any other right or remedy under this Agreement or afforded by law or equity and may be exercised concurrently, independently or successively, and such rights and remedies shall inure to the benefit of Bank, its successors and assigns.
 - 7.3. The provisions of this Section shall survive termination of this Agreement.
 - 8. NO OBLIGATION TO APPROVE; TERMINATION; AMENDMENT.

- 8.1. This Agreement does not obligate Bank to approve any Loan or Loan Application submitted by Broker.
- 8.2. Bank may terminate this Agreement at any time, with or without cause, by oral notice to Broker followed by written confirmation. Any such termination shall be effective upon Bank giving oral notice to Broker and the written notice is for confirmation purposes only. In the event of any such termination by Bank, this Agreement shall remain in full force and effect with respect to all of Broker's outstanding obligations, representations, warranties and covenants arising out of or relating to Loan Applications delivered by Broker to Bank prior to the effective date of such termination and all Loans approved by Bank pursuant to this Agreement based on Loan Applications submitted by Broker to Bank prior to the effective date of such termination.
- 8.3. Bank may amend this Agreement at any time, with or without cause, by oral notice to Broker followed by written confirmation. Any such amendment shall be effective upon Bank giving oral notice to Broker and the written notice is for confirmation purposes only. In the event of any such amendment by Bank, this Agreement shall remain in full force and effect with respect to all of Broker's outstanding obligations, representations, warranties and covenants arising out of or relating to Loan Applications delivered by Broker to Bank prior to the effective date of such amendment and all Loans approved by Bank pursuant to this Agreement based on Loan Applications submitted by Broker to Bank prior to the effective date of such amendment.
- 8.4. Any amendment or termination of the Agreement by Bank shall be without any liability of Bank to Broker or any other party.
- 8.5. Broker may terminate this Agreement at any time by giving notice to Bank as provided in Section 12 of this Agreement. Any such termination shall be effective upon Bank receiving the notice of termination from Broker. In the event of any such termination by Broker, this Agreement shall remain in full force and effect with respect to all of Broker's outstanding obligations, representations, warranties, and covenants arising out of or relating to Loan Applications delivered to Bank prior to the effective date of such termination and all Loans approved by Bank pursuant to this Agreement based on Loan Applications submitted by Broker to Bank prior to the effective date of such termination.
- 8.6. Bank shall have the right to insist upon full and complete performance of this Agreement and its component parts by Broker including, but not limited to, the form and manner in which the applications are submitted to Bank, the form and content of agreements between Broker and its customers, its procedures, and the form and quality of Broker's compliance with laws and regulations governing activities in the residential mortgage market, including applicable disclosure requirements. Bank shall reserve to itself and shall have the right to audit at its expense the Broker's records with regard to advertising, agreements between it and customers and other activities under this Program. No right herein granted to Bank shall authorize or empower Bank to audit financial records of Broker at any time.

9. NONEXCLUSIVE AGREEMENT.

Broker's rights under this Agreement are on a nonexclusive basis and Bank shall be free to market loans, including but not limited to, loans that are part of the Program, to other parties and to contract with other parties for the same purposes set forth herein. Although Bank may offer additional types of loans, benefits or procedures in agreements made by the Bank with parties other than Broker, Bank shall have no obligation to make such additional loans, benefits or procedures available to Broker. Bank shall have the right to market its loan programs to the general public and through other correspondents and brokers.

10. RESPONSIBILITY TO BANK.

Broker recognizes that Bank has made a large and substantial investment in obtaining its reputation in the residential lending area for a commitment to service at a fair and reasonable cost. Broker recognizes that its conduct pursuant to this Agreement will reflect upon Bank, and Broker agrees not to take any action which would adversely reflect on the public reputation or image of Bank or its lending programs.

11. ASSIGNMENT OF AGREEMENT.

Bank may assign this Agreement and its responsibilities and obligation hereunder to any bank or company or any company into which Bank may merge or be acquired by or any successor in interest to Bank, without prior approval from or notice to Broker. As a result of the special nature of Broker's services and reliance by Bank on Broker's provision of these services, Broker may not assign or otherwise transfer this Agreement to any third party, including by change in control, operation of law, or any other means, without the prior written consent of Bank. Broker shall provide Bank with prompt written notice of any proposed assignment, transfer or change in ownership or change in the partners, principal officers, members or shareholders of Broker, at least thirty (30) days prior to any such assignment, transfer or change taking effect. Broker shall promptly provide Bank with any information and documentation requested by Bank to allow Bank to evaluate the proposed assignee, transferee, or new partners, principal officers, members or shareholders of Broker. Bank reserves the right to reject any request for the assignment, transfer or change in ownership or change in the partners, principal officers, members or shareholders of Broker of this Agreement, in its sole discretion, and/or to impose any requirements on the Broker and the assignee or transferee as a condition to the Bank's consent. Notwithstanding the Bank's consent to an assignment, transfer, or change in ownership, the Bank shall still have the right to terminate this Agreement at any time pursuant to Section 8.2. Subject to compliance with this Section 11 of the Agreement, this Agreement shall be binding on the parties hereto and to their successors in interest.

12. NOTICES.

Except as otherwise specified in this Agreement, any notice provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or otherwise actually received or five (5) business days after deposit in the United States mail postage prepaid, certified and return receipt requested, addressed as follows:

If to Broker:				
If to the Bank:				

Ridgewood Savings Bank 71-02 Forest Avenue Ridgewood, New York 11385 Attention: Mortgage Department

or at such other place as either party may designate by notice given in accordance with this Section.

13. GOVERNING LAW.

The laws of the State of New York, without reference to conflict of law provisions thereof, shall govern this Agreement. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE PARTIES CONSENT AND AGREE THAT ALL LEGAL PROCEEDINGS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE MAINTAINED IN THE STATE OR FEDERAL COURTS LOCATED IN NASSAU OR SUFFOLK COUNTY, NEW YORK, AND THE PARTIES CONSENT AND AGREE THAT JURISDICTION AND VENUE FOR SUCH PROCEEDINGS SHALL LIE EXCLUSIVELY WITH SUCH COURTS. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY OBJECTION THAT SUCH ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

14. ENTIRE AGREEMENT.

This Agreement contains the entire understanding of the parties and shall not be modified except in writing by duly authorized representatives of both Bank and Broker, except to the extent that the Agreement unilaterally authorizes Bank to modify, amend or terminate it. This Agreement supersedes and incorporates all representations, promises, and statements, oral or written, made in connection with the subject matter of this Agreement and the negotiation hereof, and no such representation, promise or statement not written herein shall be binding on the parties.

15. SEVERABILITY.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability

without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any jurisdiction.

16. WAIVER.

Any waiver by either party of any of its rights hereunder, or of any breach or default of the other party, shall not be a waiver of any other, or further rights, either hereunder, or cognizable at law or equity, and shall apply only to the particular rights waiver.

17. CONFIDENTIALITY.

Confidential Information means all information, including but not limited to, records, documents, proprietary information, technology, software, trade secrets, financial and business information and customer information including but not limited to medical information, of Bank, whether oral, written or communicated via electronic media, (i) which Bank discloses, makes available or gives access to Broker pursuant to this Agreement, or (ii) of which Broker otherwise comes into possession.

- (a) Except as expressly provided in this *Section 17* or with Bank's prior written consent, Broker agrees to hold all Confidential Information of Bank in strict confidence. Confidential Information shall be deemed the exclusive property of Bank.
- (b) Terms used in this subsection have the meanings given them under Title V of the Gramm-Leach-Bliley Act (15 U.S.C. Section 6801, et seq.) (the "GLBA") as amended from time to time. Pursuant to this Agreement, Bank may disclose to Broker certain nonpublic personally identifiable information about Bank's consumers or customers ("Customer Information"). Broker agrees to maintain the confidentiality of all such Customer Information to the same extent that Bank is required to maintain it. Broker agrees not to disclose or use any such Customer Information except expressly to carry out the purposes for which Bank provided such Customer Information, including use as permitted by the GLBA in the ordinary course of business to carry out those purposes. Broker further agrees that Broker has implemented and will maintain throughout the term of this Agreement security measures ("Security Measures") designed to: (i) ensure the security and confidentiality of the Customer Information, (ii) protect against any anticipated threats or hazards to the security and integrity of the Customer Information, (iii) protect against unauthorized access to or use of the Customer Information that could result in substantial harm or inconvenience to any customer of Bank, and (iv) ensure the proper disposal of the Customer Information. Broker agrees to (i) notify Bank as soon as possible after verification, but in any event within twenty-four (24) hours of becoming aware of, or reasonably suspicious of, any intrusion, security breach, or unauthorized access to or use of any Customer Information in Broker's possession, and (ii) to assist Bank in identifying and notifying any of Bank's customers whose Customer Information was subject to the unauthorized access or use. Broker also agrees that it will abide by the Fair Credit Reporting Act, as amended by the Fair and Accurate Credit Transactions Act of 2003, and any rules, regulations, or orders issued thereunder

("FACT Act") and that all Customer Information will be properly disposed of by Broker in accordance with the FACT Act and any other applicable law.

- (c) Broker agrees that monetary damages for breach of the obligations under this *Section* 17 may not be adequate and that Bank shall be entitled to injunctive relief with respect to a breach thereof.
- (d) Following the termination of this Agreement, Broker agrees that it will, upon written request of Bank, return or destroy all copies of Confidential Information of Bank, without retaining any copies thereof, and destroy all copies of any analyses, compilations, studies or other documents prepared by it or for its use containing or reflecting any Confidential Information.
- (e) Broker agrees that if Broker is requested to disclose any Confidential Information, Broker shall provide prompt notice to Bank of such request so as to afford Bank an opportunity to oppose disclosure of the requested Confidential Information.
 - (f) The provisions of this Section 17 shall survive termination of this Agreement.

18. RIGHT TO AUDIT.

Once each calendar year or when Bank has cause to do so, Bank and its officers, employees and agents, including third party attorneys and accountants and auditors, may have access to Broker's books, records, documentation, and operations or other information of Broker reasonably requested by Bank, to monitor, review or audit Broker's performance of its obligations pursuant to this Agreement and the financial condition of the Broker and each principal of the Broker. In connection with any such examination, Broker further agrees that: (i) Bank is authorized to obtain credit reports on the Broker and each principal of Broker; (ii) Broker shall provide to Bank recent audited financial statements of Broker and each principal of Broker; and (iii) Broker shall provide to Bank documentation on the status of Broker in each state that Broker is licensed, registered or otherwise authorized to conduct business. Broker shall provide, in a timely manner, all information reasonably requested by Bank in connection with any such examination of Broker and provide reasonable assistance and access to all equipment, records, and systems reasonably requested by Bank and access to knowledgeable Broker employees for the purpose of answering questions that may arise during any such examination. A determination as to whether there is cause to conduct on examination as provided herein shall be completely within Bank's discretion.

19. NO PERSONAL SOLICITATION.

(a) Broker hereby agrees that, for 12 months following the date of origination of a Loan by Bank pursuant to this Agreement, Broker will not take any action or cause any action to be taken by any of its agents or affiliates, or independent contractors working on its behalf, personally, by telephone, internet, mail or other media, either (i) to solicit the prepayment or refinance of the Loan by any borrower, in whole or in part, or (ii) to market, cross-sell, advertise, promote or solicit any borrower for any other loan, deposit, insurance or other financial product or service without the

prior written consent of Bank; provided, however, that this prohibition shall not extend to general mailings or advertisements directed at the general public.

(b) The provisions of this Section 19 shall survive termination of this Agreement.

20. COUNTERPARTS.

This Agreement may be executed in several counterparts all or which taken together shall constitute one single agreement between the parties.

21. HEADINGS.

Witness

The section headings are for reference and convenience only and shall not enter into the interpretation hereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective proper corporate officers and their corporate seals affixed hereto the day and year first above written.

RIDGEWOOD SAVINGS BANK

By: _____

Name:

Title:

EXHIBIT A

CERTIFICATION OF COMPLIANCE WITH NEW YORK BANKING LAW ARTICLE 12-E LICENSED MORTGAGE LOAN ORIGINATORS

The undersigned Broker hereby certifies to Ridgewood Savings Bank ("Bank") pursuant to the Mortgage Broker Agreement ("Agreement") between Broker and Bank as follows:

- 1. Broker is in full compliance with all requirements of New York Banking Law Article 12-E ("Article 12-E") including, but not limited to, the surety bond requirement and any regulations promulgated pursuant to Article 12-E as and to the extent applicable to the business of Broker and its stockholders, officers, employees, agents, representatives and affiliates.
- 2. Each mortgage loan originator as defined in Article 12-E employed by or affiliated with Broker (i) is currently authorized and as of the effective dates set forth in Section 599-c of Article 12-E shall be duly licensed to engage in mortgage loan originating by the Superintendent of Banks of the State of New York ("Superintendent") pursuant to Section 599-c and as otherwise set forth in Article 12-E and (ii) has satisfied and complies with the education requirements of Article 12-E.
- 3. In accordance with the required records section of Article 12-E, Broker obtains and retains acceptable documentation of the satisfactory completion of education courses required pursuant to Article 12-E by each mortgage loan originator employed by or affiliated with Broker.
- 4. In accordance with the requirements of Article 12-E, Broker certifies that the unique identifier number or other identifier assigned by protocols established by the Nationwide Mortgage Licensing Systems and Registry shall be clearly shown on all mortgage loan applications, solicitations, advertisements and any other documents prescribed by Superintendent.
- 5. Superintendent has not threatened or taken any action pursuant to Article 12-E to revoke or suspend (i) the authorization to engage in the business of mortgage loan originating of any mortgage loan originator employed by or affiliated with Broker or (ii) the license, which is required as of the effective dates set forth in Section 599-c of Article 12-E, to engage in the business of mortgage loan originating of any mortgage loan originator employed by or affiliated with Broker.

IN WITNESS WHEREOF the uncaffixed its corporate seal hereto on this	dersigned has executed this certification to Bank day of, 20	and
	Broker:	
[Corporate Seal]		
	By: Name: Title:	

6. This Certification of Compliance is effective as of the date set forth below.

EXHIBIT BBANK'S FAIR LENDING POLICY STATEMENT

Ridgewood Savings Bank ("Ridgewood") is fully committed to serving the credit and related financial needs of applicants for credit, borrowers, and prospective borrowers in the communities in which we transact business. In this regard Ridgewood will play a proactive and continuing role by providing a broad array of credit products and services to help meet the needs of the communities we serve. Ridgewood will fulfill this commitment in accordance with prudent credit standards, and within well established principles of safety and soundness.

Ridgewood shall maintain this commitment through employee training for those that have contact with current or potential borrowers every year, semi-annually for lending personnel, along with Board of Trustee and CRA/ Fair Lending Committee oversight through meetings and review of committee minutes, along with additional monitoring initiatives in order to ensure that we are in compliance with all fair lending-related federal and New York State statutory and regulatory mandates including the Fair Housing Act, Equal Credit Opportunity Act, Home Mortgage Disclosure Act, Community Reinvestment Act, and New York State Executive Law, Article 15, Section 296-a, and all implementing regulations promulgated thereunder. The Fair Lending Policy Statement will be reviewed and approved by the Board of Trustees on an annual basis to ensure adherence to the aforementioned laws and regulations.

Ridgewood is an equal opportunity lender. Ridgewood will not tolerate lending discrimination by any of our officers, staff, agents and/or third party providers, including mortgage brokers, in any aspect of the lending process including, but not limited to, customer treatment, solicitation and evaluation of applications for credit, pricing of credit products and financial services, loan servicing, and default, or foreclosure procedures. Marketing and advertising materials related to credit products will be reviewed by the Compliance Department in adherence to the Marketing Policy and Procedure to ensure compliance with all Federal and New York State fair lending regulations and statutes. Ridgewood will not tolerate discrimination in any form, or on any prohibited basis, including race, creed, color, national origin, sexual orientation, military status, age, sex, marital status, disability, or family status, applicant's receipt of income derived from any public assistance program, and/or the applicant's good faith exercise of any right under the Consumer Credit

Protection Act. All fair lending complaints or concerns received by the Bank will be directed to the Fair Lending Officer in accordance with the Bank's Complaint Policy.

Ridgewood is firmly committed to achieving outstanding ongoing compliance and performanceconsistent with both the letter and the spirit of Federal and New York State Fair Lending statutes and regulations by providing equal and affirmative access to our full range of credit products and financial services for all creditworthy borrowers in the communities we serve. With this, the Bank has a longstanding practice of conducting secondary reviews prior to credit being offered or the application being declined. As the Bank does not have affiliate lenders, applicants that do not meet the Bank's criterion for the loan products offered will be notified timely in accordance Federal and New York State requirements, and will not be referred to a third party for credit consideration. Further, the Bank will annually engage the services of an outside consultant to conduct a targeted fair lending review of its residential and commercial mortgage loans. This review will evaluate and test the Bank's policies and practices in relation to all applicable Federal and New York State Fair Lending and Equal Credit Opportunity regulations and laws. This will be accomplished via review of loan policies, underwriting guidelines, and lending practices, along with a "side-by-side" file analysis of denied and approved mortgage loan applications. The findings will be reviewed with members of the CRA/ Fair Lending Committee on an annual basis and shared with the Board of Trustees if discriminatory practices are found. The principles and policies enunciated herein shall extend to all Ridgewood lending practices including the consideration of a loan, refinancing, collection, and foreclosure practices.

This is Ridgewood's credo, and provides the foundation for our future growth and prosperity as a financial institution.

October 22, 2013