

# Authorization

[FOR USE WITH FOR PROFIT AND NON PROFIT LOAN ASSISTANCE CONSULTANTS]

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Account No.: <<Bank of America Loan Number>>

The undersigned Borrower and, if applicable, Co-Borrower, hereby authorize(s) Bank of America, N.A. its affiliates, agents and employees (collectively, "Bank of America"), to discuss and negotiate the terms of a workout arrangement (which may include a loan modification, short sale, deed in lieu or other form of mortgage relief) with my (our) designated agent ("Designated Agent") as identified below. Bank of America is also authorized to share, release, discuss, and otherwise provide public and non-public personal information contained in or related to the mortgage loan to my (our) Designated Agent. The Designated Agent and Bank of America are authorized to share with each other any and all information concerning me (us) in their possession including, but not limited to, the name, address, telephone number, social security number, credit score, income, loss mitigation application status, account balances, program eligibility, and payment activity and other information to the extent required to facilitate the completion of any workout arrangement, without further authorization from me (us).

I (we) further agree and acknowledge as follows:

- The decision to select a Designated Agent to assist in negotiating my (our) workout arrangement is voluntary;
- I (we) can negotiate the terms of a workout arrangement directly with Bank of America without third party assistance; and, in the event our Designated Agent is a "for profit" entity which charges a fee, we further acknowledge that free help is available;
- I (we) assume sole responsibility for any fees owed to the Designated Agent in connection with its services and acknowledge further that Bank of America is not responsible for any amounts due to the Designated Agent; Bank of America is not responsible for any act or omission of the Designated Agent, including anything the Designated Agent may do with any information we provide hereunder or any failure of the Designated Agent to competently perform its services.

Bank of America may take reasonable steps to verify the identity of the Designated Agent, but has no responsibility or liability to verify the identity of such Designated Agent..

This authorization will remain effective until I (we) notify Bank of America in writing that it is of no further force and effect.

The Designated Agent is: \_\_\_\_\_  
(insert individual name of Designated Agent (if any))

\_\_\_\_\_  
(insert corporate name of Designated Agent)

**EXCEPT WHERE BORROWER IS REPRESENTED BY AN ATTORNEY OR PROVIDES SPECIFIC INSTRUCTIONS TO THE CONTRARY, THE BORROWER ACKNOWLEDGES THAT BANK OF AMERICA MAY FROM TIME TO TIME CONTACT THE BORROWER DIRECTLY TO CONFIRM OR PROVIDE NOTICE OF INFORMATION RELEVANT TO THE PROCESSING AND/OR CONSUMMATION OF THE WORKOUT ARRANGEMENT.**

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I UNDERSTAND AND AGREE WITH THE TERMS OF THIS THIRD-PARTY AUTHORIZATION:

Borrower

Co-Borrower

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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## DESIGNATED AGENT ACKNOWLEDGEMENT

The undersigned officer, member or partner of the Designated Agent hereby acknowledges that any material misrepresentation, misstatement or omission of fact made to Bank of America, or any lender, investor or insurer in connection with any modification or other workout arrangement under the Treasury Department's Making Homes Affordable Program ("MHA"): (a) may violate the anti-fraud provisions of MHA, (b) may be prosecuted pursuant to Section 18 U.S.C §1001 et. Seq. of the Federal Code of Crimes and Criminal Procedures and be punishable by up to 30 years in federal prison or \$1,000,000 fine, or both, and/or (c) may be prosecuted under the Civil False Claims Act (31 U.S.C. §§ 3729-3733).

In addition, the undersigned hereby represents on behalf of the Designated Agent that: (i) it has made all disclosures to the Borrower and Co-Borrower required to be made in accordance with any applicable federal or state rule or regulation and if the Designated Agent is a for profit provider of mortgage relief services subject to the terms of FTC Rule No. [ ] (the 'FTC Rule'), it further represents that it has complied with all disclosures required to be made under the FTC Rule, (ii) it is in compliance with all applicable federal and state laws, rules, and regulations, governing the registration, licensing, certification, business practices or conduct of loan counselors or consultants providing mortgage relief services to consumers, (iii) any payment arrangement for services rendered to the Borrower or Co-Borrower is structured in a manner consistent with any applicable federal or state rule or regulation, and if the Designated Agent is a for profit provider of mortgage relief services subject to the terms of the FTC Rule, it further represents that any fee arrangement with the Borrower and Co-Borrower complies with the terms of the FTC Rule: and (iv) the contact and licensing information provided below is true and correct.

Name of Designated Agent: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

State license/Registration No., TIN, NMLS, or EIN: \_\_\_\_\_

Name of State Licensing Entity (if applicable): \_\_\_\_\_

Type of License: \_\_\_\_\_

Designated Agent Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_