

EXHIBIT A SCOPE OF WORK

This Agreement is entered into by and between the Franchise Tax Board, hereinafter referred to as "FTB," and the California Electronic Recording Transaction Network Authority, hereinafter referred to as "CERTNA."

Purpose

This Agreement is established to interface with and utilize CERTNA as a conduit to electronically record lien documents with various California County Recorders (County Recorders).

The information exchanged under this Agreement is classified as CONFIDENTIAL for FTB purposes. This Agreement does not include the exchange of Federal Tax Information (FTI) from the Internal Revenue Service (IRS). Access to FTI is restricted from this Agreement by 26 United States Code (Internal Revenue Code) Section 6103(d).

Legal Authority

The exchange of confidential information is authorized under Revenue and Taxation Code Section 19501.

The legal authority that allows FTB and the other agency to exchange this data is California Government Code sections 27279 and 7171-7174, and Revenue and Taxation Code section 19501.

FTB Responsibilities:

- FTB agrees to provide to CERTNA electronically stored lien documents via secure electronic transfer, for the purposes of recordation with County Recorders' offices.
- FTB is wholly responsible for the submission of documents, and agrees to abide by the procedures set forth by CERTNA.
- FTB shall provide full cooperation in resolving any system issues related to the auditing or monitoring of FTB's use of Government-to-Government (G2G), conducted by CERTNA.
- FTB agrees to comply with any and all reasonable reporting requirements established by CERTNA.

CERTNA Responsibility:

- It shall be the responsibility of CERTNA, on behalf of the FTB, to submit to County Recorders liens and amendments of liens, and the release of liens and erroneous release of liens, and to receive from County Recorders recording information on all liens, amendments and releases submitted by the FTB.

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- CERTNA shall transmit to County Recorders lien data submitted by the FTB within two (2) working days.
- CERTNA shall submit back to the FTB the recorded document within one (1) business day, excluding holidays.
- CERTNA shall retain lien data submitted by the FTB for thirty (30) days before purging such data.
- Access to the G2G software shall be governed by an authentication system approved and maintained by CERTNA. All administrative access to the authentication system shall be restricted to CERTNA employees only. The FTB and any agents of FTB shall not perform any authentication administration.
- CERTNA retains ownership of its G2G software and is responsible for any modifications, upgrades, or enhancements. CERTNA shall provide FTB access to G2G on an as-is basis. FTB anticipates that it may request changes to the file format. The FTB may also remit suggestions for enhancements to CERTNA. If requested by FTB, CERTNA agrees to work cooperatively with FTB to make reasonable changes to the file format or other enhancements to CERTNA software/hardware, and to accommodate any such request to the extent feasible.
- CERTNA alone has final authority on the functionality, enhancements, or upgrades of the G2G software.
- The FTB is expressly prohibited from making any software/hardware modification to the G2G system without prior written consent of CERTNA.
- CERTNA may terminate access to G2G, or any part thereof, or may terminate access of any authorized submitter, or any authorized staff, at any time it deems it necessary to protect G2G, to protect the public interest or to protect the integrity of public records. CERTNA shall not be liable for any decision of CERTNA to terminate or deny access of any person or entity to G2G pursuant to this provision. CERTNA shall immediately provide notice of termination of access to FTB. Upon satisfactory resolution, FTB will be notified promptly and may resume the submission of lien data. Whenever possible without jeopardy to G2G, CERTNA will notify FTB in advance of termination and afford FTB a reasonable period of time to correct the problem, without terminating service.
- CERTNA shall have the absolute right to review and audit any aspect of the G2G system, security, all records, books, papers, documents, and other pertinent items as requested, and shall have absolute right to monitor the performance of FTB in the delivery of services provided under this Agreement, except for the access of confidential information in unencrypted form. The FTB shall give full cooperation in any auditing or monitoring conducted. The FTB shall cooperate with CERTNA in the implementation, monitoring and

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evaluation of this Agreement and comply with any and all reasonable reporting requirements established by CERTNA. All records pertaining to services under this Agreement shall be available for examination and audit by CERTNA representatives for a period of not less than three years from creation. FTB's retention of this contract with CERTNA and lien recording information in its systems, in combination with the automatic recording and retention of the FTB user information associated with manual recordings, for a minimum of three years from creation will satisfy the requirement for records pertaining to the services under the agreement to be retained for three years from creation.

Duration

1. TERM: The term of this Agreement is from July 1, 2024, or upon approval, whichever is later, through June 30, 2027.
2. CANCELLATION: Either party may terminate this Agreement for any reason, upon thirty (30) days' prior written notice. This Agreement may be terminated immediately, to be followed by written notice, by either party upon material breach by the other party of the terms of this Agreement.
3. The project coordinators during the term of this agreement will be:

<u>Franchise Tax Board</u>	<u>CERTNA</u>
Candice Gustafson	Richard Sherman, Strategic Operations Director
Phone: (916) 845-5183	Phone: (714) 400-8188
Fax: (916) 843-2324	Email: Exec@certna.com
Email: Candice.Gustafson@ftb.ca.gov	

4. Security and Confidentiality inquiries should be directed to:

<u>Franchise Tax Board</u>	<u>CERTNA</u>
Privacy, Security & Disclosure Bureau	Richard Sherman, Strategic Operations Director
Phone: (916) 845-5555	Phone: (714) 400-8188
Fax: (916) 845-9228	Email: Exec@certna.com
Email: SecurityAuditmail@ftb.ca.gov	

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5. All Agreement inquiries should be directed to:

<u>Franchise Tax Board</u>	<u>CERTNA</u>
Procurement Bureau André Larry, Business Acquisitions Analyst	Richard Sherman, Strategic Operations Director
P. O. Box 2086, Mailstop A-374	Phone: (714) 400-8188
Rancho Cordova, CA 95741-2086	Email: Exec@certna.com
Phone: (916) 845-2425	
Fax: (916) 843-0391	
Email: Andre.Larry@ftb.ca.gov	

6. Both parties to this Agreement agree to protect confidential and sensitive information from loss and unauthorized access, inspection, use, modification, acquisition, duplication, disclosure, or destruction.
7. The approved method to transmit the data will be Secure Web Internet File Transfer (SWIFT).
8. FTB or CERTNA may terminate this Agreement with prior written notice to the other if any material representation, warranty, agreement, or obligation contained or referred to in this Agreement has been materially breached, provided the aggrieved party has given the other party notice of such material breach and there has been a failure to cure such material breach within thirty (30) days after receipt of such notice. For purposes of this Agreement, a material breach is a substantial failure of performance under the Agreement.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT: For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement. The total amount of this Agreement shall not exceed \$29,250.00 (TWENTY-NINE THOUSAND, TWO HUNDRED FIFETY AND 00/100 DOLLARS).

Invoices must include the Agreement Number as reflected on the first page of this Agreement and be submitted in triplicate not more frequently than quarterly in arrears to:

Franchise Tax Board
Fiscal Accounting
P. O. Box 2800
Sacramento, CA 95812-2800

2. RATE SCHEDULE: Applicable rates are attached as Attachment B-1, which is incorporated by reference herein and made an integral part of this Agreement. FTB shall be notified of any fiscal year changes with a thirty (30) day prior written notice and a revised Rate Schedule.
3. BUDGET CONTINGENCY CLAUSE: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to the Contractor to reflect the reduced amount.

1. PROMPT PAYMENT CLAUSE: Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

**EXHIBIT B-1
BUDGET DETAIL SUMMARY**

STATE FISCAL YEAR (SFY)	FORMULA	COST
SFY 2024/2025	13,000 x \$0.75	\$9,750.00
SFY 2025/2026	13,000 x \$0.75	\$9,750.00
SFY 2026/2027	13,000 x \$0.75	\$9,750.00
TOTAL COST:		\$29,250.00

It is understood and agreed upon by both FTB and CERTNA, that FTB will not be charged a fee of any kind for the recordation of erroneous lien releases.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. STATEMENT OF CONFIDENTIALITY: The Franchise Tax Board has taxpayer tax returns and other confidential information and data in its custody. Unauthorized inspection or disclosure of state returns or other confidential information or data is a misdemeanor (Revenue and Taxation Code Sections 19542, 19542.1, and 19552). Unauthorized inspection or disclosure of federal returns and other confidential federal return information or data is a misdemeanor or a felony (Internal Revenue Code Sections 7213A(a)(2) and (b), and 7213(a)(2), respectively).

For purposes of this exhibit, the terms “information” and “data” are used interchangeably and each, when used, encompasses the meanings of both terms. As used in this exhibit, the terms “confidential information” and “confidential data” each include “sensitive information and data”.

Each party, and each of its employees who may have access to the confidential data of the other party, will be required to have on file annually a signed confidentiality statement, attesting to the fact that it/he/she is aware of the confidential data and the penalties for unauthorized access, inspection, acquisition, or disclosure thereof under applicable state and federal law. The party receiving data from FTB agrees that its subcontractors and the subcontractors’ employees who may have access to the confidential data of FTB shall be required to have on file annually a signed confidentiality statement, attesting to the fact that it/he/she is aware of the confidential data and the penalties for the unauthorized access, inspection, acquisition, or disclosure thereof under applicable state and federal law.

2. USE OF INFORMATION: Each party receiving data agrees that the information furnished or secured pursuant to this Agreement shall be used solely for the purposes described in the Scope of Work of Exhibit A. Each party receiving data further agree(s) that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than as identified in the Scope of Work of Exhibit A.
3. DATA OWNERSHIP: The confidential tax information or other confidential information being provided under this Agreement remains the exclusive property of the providing party. Confidential tax information and other confidential information are not open to the public and require special precautions to protect from loss and unauthorized access, inspection, acquisition, use, disclosure, modification, or destruction. Each party shall have the right to use and process the disclosed information for the purposes stated in the Scope of Work of Exhibit A of this Agreement, which right shall be revoked and terminated immediately upon termination of this Agreement.
4. EMPLOYEE ACCESS TO INFORMATION: Each party receiving data agrees that the information obtained will be kept in the strictest confidence and shall make information available to its own employees only on a “need-to-know” basis. The “need-to-know” standard is met by authorized employees who need information to perform their official duties in connection with the uses of the information authorized by this Agreement. Each party receiving data recognizes its responsibility to protect the confidentiality of the information in its custody as provided by law and to ensure that such information is disclosed only to those individuals

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and for such purposes as are authorized by law and this Agreement.

5. PROTECTING CONFIDENTIAL INFORMATION/ INCIDENT REPORTING: Each party receiving data, in recognizing the confidentiality of the information to be exchanged, agrees to take all appropriate precautions to protect the confidential information obtained pursuant to this Agreement from unauthorized access, use, or disclosure. Each party receiving data will conduct oversight of its users with access to the confidential information provided under this Agreement, and will immediately notify FTB's Information Security Audit & Investigations Unit (SecurityAuditMail@ftb.ca.gov) of any unauthorized or suspected unauthorized accesses, uses and/or disclosures (incidents). For purposes of this section, "immediately" is defined as within twenty-four (24) hours of the discovery of the breach or suspected breach. The notification must describe the incident in detail and identify responsible personnel (name, title and contact information). The party with an incident will comply with the incident reporting requirements in accordance with Civil Code Section 1798.29, State Administrative Manual (SAM) Chapter 5300 and Sections 8643, and State Information Management Manual 5340-A and 5340-C to facilitate the required reporting to the taxpayer(s) or state oversight agencies.
6. INFORMATION SECURITY: Information security is defined as the preservation of the confidentiality, integrity, and availability of information. A secure environment is required to protect the confidential information obtained by each party pursuant to this Agreement. Each party receiving data will store information so that it is physically secure from unauthorized access. The records received will be securely maintained and accessible only by employees of the specified program who are committed to protect the data from unauthorized access, use or disclosure. Confidential information obtained from FTB must be secured in accordance with the SAM Chapters 5100 and 5300 (Information Security), and National Institute of Standards and Technology (NIST) Special Publication 800-53 (moderate). If this Agreement calls for Federal Tax Information (FTI) to be provided by FTB, the receiving party must also comply with Internal Revenue Service Publication 1075. FTB may require that a Security Questionnaire for the party receiving confidential data from FTB be completed or be on file with FTB's Chief Security Officer, or his/her designee.
7. CLOUD COMPUTING ENVIRONMENT: Agencies receiving FTB's confidential data must submit a completed FTB Cloud Security Questionnaire before using a Cloud Computing Environment. The questionnaire will be reviewed for approval by FTB's Chief Security Officer, or his/her designee. A Cloud Computing Environment cannot be used to receive, transmit, store or process FTB's confidential data without prior written approval from FTB's Chief Security Officer, or his/her designee.
8. DESTRUCTION OF RECORDS: All records received by the agency(ies) under this Agreement, and any database(s) created, copies made, or files attributed to the records received, shall be destroyed when they are no longer needed for the business purpose for which they were obtained. The records shall be destroyed in a manner to be deemed unusable or unreadable, and to the extent that an individual record can no longer be reasonably ascertained.

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9. **SAFEGUARD REVIEW**: The providing agency retains the right to conduct on-site safeguard reviews of the other agency's use of information and the security controls established. The agency requesting the safeguard review will provide a minimum of seven (7) days' notice of the review being conducted.
10. **DISPUTE RESOLUTION**: In the event of a dispute, CERTNA shall file a "Notice of Dispute" with FTB's Chief Financial Officer within ten (10) days of discovery of the problem. Within ten (10) days, FTB's Chief Financial Officer, or his/her designee, shall meet with CERTNA Designee for purposes of resolving the dispute. The decision of the Chief Financial Officer shall be final.
11. **POTENTIAL SUBCONTRACTORS**: Prior to the use of any subcontractor to store, use, process, transmit, and/or access FTB data, notification to, and written approval from FTB is required sixty (60) days in advance. The notification must include complete name and address of the entity, location(s) where the data is or will be stored or used, and contact information. FTB will require a Security Questionnaire from the subcontractor(s) and perform risk analysis to meet FTB's security requirements, prior to allowing the subcontractors(s) access to FTB data.

Nothing contained in this Agreement or otherwise shall create any contractual relation between FTB and any subcontractors, and no subcontract shall relieve CERTNA of its responsibilities and obligations hereunder. CERTNA agrees to be as fully responsible to the FTB for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them, as it is for the acts and omissions of persons directly employed by CERTNA. CERTNA agrees to be responsible for ensuring that its subcontractors and persons either directly or indirectly employed by its subcontractors who may have access to FTB's confidential data are informed of, and comply with, all of the terms and conditions of this Exhibit D. CERTNA obligation to pay its subcontractors is an independent obligation from any obligation of FTB to make payments to CERTNA. As a result, FTB shall have no obligation to pay or to verify the payment of any monies to any subcontractor or agent of CERTNA.

12. **DENIAL OF ACCESS TO SUBCONTRACTOR**: FTB reserves the right to deny access to the agency's subcontractor immediately in the event FTB determines, in its sole discretion, that the subcontractor is not in compliance with, or at any time in the past has not complied with, any terms or conditions of this Exhibit D, or that the results of an FTB safeguard review of the subcontractor's use of FTB information or security controls established are not satisfactory to FTB. FTB will provide written notice to the agency upon termination of the subcontractor's access. Unless terminated earlier, subcontractor's access shall be terminated automatically upon termination of this Agreement, without further notice to the subcontractor. The subcontractor's obligations to protect the confidentiality of FTB's data and information, including the destruction of records, shall survive the termination of the subcontractor's access to FTB data and information under this Agreement and the termination of this Agreement.

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13. SURVIVAL OF OBLIGATION TO PROTECT DATA: Each party's obligation to protect the data and information received from the other party shall survive the expiration or termination of this Agreement. In the event a party continues to provide any data or information to the other party after the expiration or termination of this Agreement, the receiving party agrees to continue to protect all such data and information received in accordance with the provisions of this Exhibit D, and all applicable state and federal laws.
14. EXECUTIVE ORDER N-6-22 RUSSIA SANCTIONS: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT E
G2G XML RECORD LAYOUT

PRIAA XML Element	Populated Value
<GRANTOR /> _FirstName (1-255) _MiddleName (0 - 255) _LastName (0 - 255) _NameSuffix (0 - 20) _UnparsedName NonPersonEntityIndicator (boolean)	Primary Debtor _FirstName = [Franchise Tax Board] <PrimaryTPFirstName /> _MiddleName (optional) = " " <PrimaryTPMiddleName /> _LastName (optional)= " " <PrimaryTPLastName /> _NameSuffix (optional) = _UnparsedName (optional)= <TP1AKA>;<TP2AKA>;<TP3AKA>] NonPersonEntityIndicator = False
<GRANTOR /> FirstName (1-255) _MiddleName (0 - 255) _LastName (0 - 255) _NameSuffix (0 - 20) _UnparsedName NonPersonEntityIndicator (boolean)	Secondary Debtor _FirstName = <SecondaryTPFirstName /> _MiddleName (optional) = <SecondaryTPMiddleName /> _LastName (optional)= <SecondaryTPLastName /> _NameSuffix (optional) = _UnparsedName (optional)= <TP1AKA />;<TP2AKA />;<TP3AKA />] NonPersonEntityIndicator = False
<GRANTEE /> FirstName (1-255) _MiddleName (0 - 255) _LastName (0 - 255) _NameSuffix (0 - 20) _Unparsed Name NonPerson EntityIndicator (boolean)	Primary Debtor _FirstName = [Franchise Tax Board] <PrimaryTPFirstName /> _MiddleName (optional) = " " <PrimaryTPMiddleName /> _LastName (optional)= " " <PrimaryTPLastName /> _NameSuffix (optional)= _UnparsedName (optional)= <TP1AKA />;<TP2AKA />;<TP3AKA />] NonPersonEntityIndicator = False
<GRANTEE/> FirstName (1-255) _MiddleName (0 - 255) _LastName (0 - 255) _NameSuffix (0 - 20) _UnparsedName NonPersonEntityIndicator (boolean)	Secondary Debtor _FirstName = <SecondaryTPFirstName /> _MiddleName (optional) = <SecondaryTPMiddleName /> _LastName (optional)= <SecondaryTPLastName /> _NameSuffix (optional) = _UnparsedName (optional)= <TP1AKA />;<TP2AKA />;<TP3AKA />] NonPersonEntityIndicator = False
< _ASSOCIATED_DOCUMENT/> _BookNumber (string) _BookType (string) _InstrumentNumber (1 -50) _PageNumber (string) _RecordingDate (date)	_BookNumber = _BookType = _InstrumentNumber = B<BookNoToBeRelease>P<PageNoToBeReleased>I<DLNtoBeReleased/> _PageNumber = _RecordingDate = <RecDateToBeReleased />

EXHIBIT E G2G XML RECORD LAYOUT

OR

_InstrumentNumberIdentifier = {DLN}

CeRTNA Layout

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<REQUESTING_PARTY
  _Name=""
  _StreetAddress=""
  _StreetAddress2=""
  _City=""
  _State=""
  _PostalCode=""
  _Identifier=""/>
<SUBMITTING_PARTY
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  LoginAccountIdentifier="string"/>
<REQUEST
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  DocumentSequenceIdentifier="">
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  _UnparsedName="string"
  NonPersonEntityIndicator="true">
<GRANTOR
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  _MiddleName="string"
  _LastName="string"
  _NameSuffix="string"
  _UnparsedName="string"
```

CeRTNA XML Layout Document

FTB Translation Tags

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PRIAVersionIdentifier="2.4.2"
  _Name =
  _StreetAddress =
  _StreetAddress2 (optional)
  _City =
  _State =
  _PostalCode =
  _Identifier =

  _Name = <AgencyCode />
  LoginAccountIdentifier =
  RequestDate Time (optional)

Name = "Total Records"
  _Value = Count of total records in XML file (XML
transformer will calculate)

  _RelatedDocumentsIndicator = "true"

CountyFIPSCode = XML transformer will convert county
name to county code
StateFIPSCode =
SecurityType =
Priority =

  _Code = <TitleCode />[-<FeeCode />|<ErrFeeCode />]
  _UniqueIdentifier = <NewLienCertNoDate />
  <NewLienCertNoSeq />
  DocumentSequenceIdentifier = <RecordCnt />
  Primary Debtor
  _FirstName = [FTB] | <PrimaryTPFirstName />
  _MiddleName (optional) = " |<PrimaryTPMiddleName />
  _LastName (optional) = "" | <PrimaryTPLastName />
  _NameSuffix (optional) =
  _UnparsedName (optional) =
  <TP1AKA>[;<TP2AKA>];<TP3AKA>]
  NonPersonEntityIndicator = "false"
  Secondary Debtor
  _FirstName = <SecondaryTPFirstName />
```

EXHIBIT E
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_MiddleName (optional) = <SecondaryTPMiddleName />
_LastName (optional) = <SecondaryTPLastName />
_NameSuffix (optional) =
_UnparsedName (optional) = <TP1AKA />[;<TP2AKA

NonPersonEntityIndicator="true">

<GRANTEE
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_MiddleName="string"
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_UnparsedName="string"
NonPersonEntityIndicator="true">

<GRANTEE
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_NameSuffix="string"
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NonPersonEntityIndicator="true">

/>][;<TP3AKA />
NonPersonEntityIndicator = "false"

Primary Debtor

_FirstName = [FTB] | <PrimaryTPFirstName />
_MiddleName (optional) = " |<PrimaryTPMiddleName />
_LastName (optional) = " " J <PrimaryTPLastName />
_NameSuffix (optional) =
_UnparsedName (optional) = <TP1AKA />[;<TP2AKA
/>] [;<TP3AKA />

NonPersonEntityIndicator == "false"

Secondary Debtor

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<SecondaryTPMiddleName/>
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_NameSuffix (optional)=
_UnparsedName (optional) = <TP1AKA />[;<TP2AKA
/>] [;<TP3AKA />
NonPersonEntityIndicator = "false"

EXHIBIT E G2G XML RECORD LAYOUT

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<!--Attribute SecondaryValue is optional-->  
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Response file back to FTB

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_BookNumber="string"  
_BookType="string"  
_InstrumentNumber="string"  
_PageNumber="string"  
_RecordingDate="2002-10-10">  
<!--Attribute _PageNumber is optional-->  
<!--Attribute _BookType is optional-->  
<!--Attribute _BookNumber is optional-->  
</_ASSOCIATED_DOCUMENT>  
</RECORDABLE_DOCUMENT>  
<!--Element RECORDING_ENDORSEMENT is optional-->  
>  
<RECORDING_ENDORSEMENT  
_Identifier="string"  
_OfficersName="string"  
_InstrumentNumberIdentifier="string"  
_RecordedDateTime="">  
</RECORDING_ENDORSEMENT>
```

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_BookNumber =  
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_InstrumentNumber =  
B<BookNoToBeRelease>P<PageNoToBeReleased>I<DL  
NtoBeReleased />  
_PageNumber =  
_RecordingDate = <RecDateToBeReleased />  
  
Identifier=  
_OfficersName=  
_InstrumentNumberIdentifier =  
B<NewBookNo>P<NewPageNo>I<NewDLNCentury><N  
ew DLN>  
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_Code="Rejected">  
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>  
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