

CHECKLIST

Wholesale Broker Company



Guaranteed Rate Wholesale Account Executive Name ▶ Wilfredo Cuevas

Broker Information

Company Name	Broker ID
--------------	-----------

The following is to assist you in the completion of the Guaranteed Rate Wholesale Mortgage Broker Application Kit

- 1. Application completed and signed by all Principals, Partners and/or Broker of record - Broker must have been established for at least one year or have 2 years mortgage industry experience
- 2. Social Security Numbers required for all principal owners (*We do not pull credit*)
- 3. **Signed** Rate Sheet Request/Marketing Consent Form
- 4. Completed Resolution of Board of Directors (*required on all Corporations*)
- 5. Original signed legal agreement
 - a. **Sole proprietorship** – Owner is to execute the agreement
 - b. **Corporation** – Principal owners must execute the agreement and Corporate Resolution supporting the signature of each principal of the corporation
 - c. **Partnership** – Principal partners are to execute the agreement unless a resolution or partnership agreement has been provided authorizing the signer to bind the partnership
- 6. Fully executed Addendum to the Wholesale Lending Agreement
- 7. Resumes for all principal owners to indicate acceptable mortgage industry experience
- 8. Financial Statements indicating income, expenses, assets, liabilities, and net worth
 - a. One – year financial and current profit and loss statement
 - b. **Broker Net Worth** must be at least **\$50,000**
- 9. Articles of Incorporation or Articles of Organization (*if applicable*)
- 10. A copy of valid licenses for all states broker is doing business
- 11. Federal Tax ID (W-9) completed and signed
 - a. **Sole – Proprietorship or Partnership** may use Social Security Number (*If used to report the IRS*)
 - b. **Corporation** must use an assigned tax I.D. number
- 12. Credit report on the principal owner (*required only on Sole Proprietorship, LLC & Ltd*)
 - a. Applicants must have a credit score of at least 620
 - b. Guaranteed Rate Wholesale Corporate Office will review applicants that have state or federal tax liens, foreclosures, judgments and/or other significant derogatory credit

Reviewed by	Date
Approved By	Date

Wholesale Broker Company Application

(This is for corporate or main office. Please use the **Branch** checklist and application for additional locations)



Guaranteed Rate Wholesale Account Executive Name ▶ Wilfredo Cuevas
Company Information

Broker Legal Name		
Broker DBA or also known as		
Street Address		
City	State	Zip
Location License #	Tax ID #	
FHA #	VA#	
Telephone #	Fax #	
# of Loan Officers	# of Processors	
Age of Company	Email	

Officers of the Company *(If additional please provide separate sheet indicating the information)*

Primary Officer/Owner (1)		
% of Ownership	Social Security #	
Home Address		
Primary Officer/Owner (2)		
% of Ownership	Social Security #	
Home Address		
Primary Officer/Owner (3)		
% of Ownership	Social Security #	
Home Address		

Wholesale Broker Company Application



Number of states broker approved to do Business in: _____.

List all states you wish us to approve and provide the corresponding license numbers. *Provide additional information on another sheet.*

State					
License #					
State					
License #					
State					
License #					

Broker Lender References

Furnish two (2) names, addresses and telephone numbers of Lenders with whom you do business:

Company (1)	Contact Name
Address	Phone #
Comments:	

Company (2)	Contact Name
Address	Phone #
Comments:	

For Branches or other locations you wish to submit for approval, please see the Broker Branch Checklist and Application forms.

Wholesale Broker Company Application



DECLARATIONS

If "Yes" to any of the following questions please provide an attached explanation.

1. Does the firm or any person employed hold ownership or have any interest in other real estate related businesses, such as insurance, escrow, realty, builder, contractor, or appraisal? NO YES

If yes, please list entities: _____

2. Has the firm/licensee had any formal complaints filed with the state in the last five (5) years? NO YES

If yes, please provide explanation: _____

3. Have any of the Principals in the Company been convicted of a felony? NO YES

If yes, please provide explanation: _____

4. Is there any pending litigation with this Company or any of its Principals? NO YES

If yes, please provide explanation: _____

5. Has this Company or any of its Principals ever been investigated or disciplined for misconduct? NO YES

If yes, please provide explanation: _____

Guaranteed Rate Wholesale Credit and Fraud Check Authorization

I certify that, to the best of my knowledge, all information being submitted is true and correct. It is further understood that Guaranteed Rate Wholesale is not bound in any matter, or under any obligation to the applicant(s) until the application is approved in writing and the Broker Agreement is fully executed.

The undersigned, by signing this application, hereby authorizes Guaranteed Rate Wholesale to obtain verification of information from any source (including character and credit references) and obtain personal credit report, including credit score, in connection with this Broker Application. Guaranteed Rate Wholesale is further authorized to update my/our credit report annually and maintain a history for review.

Company Name ▶ _____

Signature of Principal Owner (1): _____

Print Name Here: _____ Date: _____

Signature of Principal Owner (2): _____

Print Name Here: _____ Date: _____

Signature of Principal Owner (3): _____

Print Name Here: _____ Date: _____

Additional Branch Location

Application

Use only for branch locations – make copies of this page for multiple locations



Branch Location Information

Broker Company GRW Approval Code		
Name		
Branch Street Address		
City	State	Zip Code
Telephone #	Fax #	
Email		

Branch Manager(s) Information and Resume

Any management with an ownership interest must provide their Social Security Number and percent of ownership.

Branch Manager	
% of Ownership	Social Security #

Branch Manager	
% of Ownership	Social Security #

Number of states branch approved to do Business in: _____.

List all states you wish us to approve and provide the corresponding license numbers. *Provide additional information on another sheet.*

State					
License #					
State					
License #					

Resolution

Of Board of Directors



Name of Corporation ▶

Resolved That (List name and title of all Officers and Directors)

	the
	the
	the
	the

Of this corporation or any one or more of them or their duly elected or appointed successors in office, each of them is hereby authorized and empowered in the name of and on behalf of this corporation and under its corporate seal, from time to time while this resolution is in effect, to execute and approve all agreements, contracts, assignments, endorsements, and issuance of checks or drafts, reports, mortgage documents, and other papers in connection with documents, and furnish any information required or deemed necessary or proper.

Certification

I hereby certify that the foregoing is a true and correct copy of a resolution presented to and adopted by the Board of Directors of _____ at a meeting duly called and held at _____ on the _____ day of _____, 20____ at which a quorum was present and voted, and that such resolution is duly recorded in the minute book of this corporation; that the Officers named in said resolution have been duly elected or appointed to, and we the present incumbents of, _____ the respective officers set after their respective names.

(CORPORATE SEAL)

Secretary (signature)

Rate Sheet Request Marketing Consent Form



In compliance with the FTC regulations on the Telephone and Consumer Protection Act (TCPA) and the Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM Act), Guaranteed Rate Wholesale is requesting written consent from all of our business partners to send advertising and marketing materials via facsimile and email to all new and existing business partners.

Please inform Guaranteed Rate Wholesale in WRITING Immediately of ALL changes to the list below.
(Including addition, deletions, etc.)

Guaranteed Rate Wholesale Account Executive Name ▶

Company Information

Company Name	
Contact Person	
Telephone #	Fax #
Email	

- Please add my company to the faxed daily rate sheet distribution list.
- Please add my company to the e-mail daily rate sheet distribution list.
- My company currently receives the rate sheet.

Here is a list of **additional branch offices**, contacts and fax numbers to add to the Guaranteed Rate Wholesale distribution list. *(Any additional branches can be supplied to your Guaranteed Rate Wholesale Account Executive in an Excel spreadsheet.)*

Branch Office (1)	Contact Person
Fax #	Email
Branch Office (2)	Contact Person
Fax #	Email

Authorization: (This form must be signed for us to email rates on a regular basis)

Signature	Print Name Here
Title	

Agreement

For Wholesale Lending



5. CLOSING

Each Loan transaction closing shall be held at the office of Lender's closing agents or closing agents approved by Lender, at the time, date, and locations as to which Lender may agree in writing. The time and date of closing is referred to as the "Settlement Date."

6. PREMIUM REBATE

Where a Loan on which Lender pays Broker a premium is prepaid by the Borrower, other than by refinancing directly by Lender, on or before 120 days from the date on which the first payment under the Loan is due, Broker shall upon demand rebate to Lender the entire premium paid by Lender for the Loan.

7. REJECTION OF LOAN APPLICATIONS

Lender retains the right in its sole discretion to reject any Loan Application submitted to it by Broker and is not bound to make any loan until it has provided a written commitment to Broker and Borrower.

8. GENERAL REPRESENTATIONS AND WARRANTIES OF BROKER

It is understood and agreed by Broker and Lender that as material inducement to Lender to enter into the Agreement, Broker hereby represents, warrants, and covenants to Lender as follows:

- A. This Agreement constitutes, when executed and delivered by Broker, a legal, valid and binding obligation of Broker enforceable against Broker according to its terms. Upon execution and delivery of this Agreement by Broker to Lender, the Broker shall deliver certified copies of relevant corporate or similar resolutions.
- B. Broker is organized, existing and in good standing under laws applicable to its organization and existence and is qualified as a foreign business in all jurisdictions where the character of the property owned or leased or the nature of the business transacted by Broker makes qualifications as a foreign business necessary.
- C. Broker is a licensed first and/or secondary mortgage broker in good standing in all states in which the real property securing the Loans it offers to broker to Lender is located and has in effect and in good standing all necessary and appropriate federal, state, and local licenses, approvals or permits required to originate and broker Loans. Broker shall provide to Lender, annually or, more frequently upon request, copies of all licenses, approvals and permits Broker is required to maintain.
- D. Broker's execution and delivery of the Agreement and performance of the obligations hereunder do not, and will not: (i) result in a breach of or constitute a default under any agreement or instrument to which the Broker is party or by which it may be bound or affected, and (ii) violate any provision of any law, rule or regulation (federal, state, or local), order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to the Broker or to the charter or bylaws of the Broker.
- E. Broker has the authority to make, deliver and perform this Agreement and all transactions contemplated hereunder. No consent, license, approval or authorization of or registration with, or declaration by or with, any governmental authority, bureau or agency is required in connection with the execution, delivery, validity, enforceability or performance of this Agreement or the brokering of any Loan to Lender.
- F. The information provided by Broker on its application submitted in connection herewith, which is incorporated for all purposes, and upon which Lender has relied, is true, accurate, and correct.
- G. There are no actions, suits or proceedings pending or, to the knowledge of Broker, threatened against or affecting Broker or the properties of Broker before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign which, if determined adversely to Broker, would have a material adverse effect of the financial condition, properties or operation of Broker or its ability to broker or originate the Loans.
- H. Broker is not aware of any falsehood, error, inaccuracy, or other discrepancy in the Loan Application.

Agreement

For Wholesale Lending



9. SPECIFIC REPRESENTATIONS AND WARRANTIES OF BROKER AS TO EACH LOAN

It is understood and agreed by Broker and Lender that as a material inducement to Lender to enter into the Agreement, Broker hereby represents, warrants and covenants with respect to each Loan Application submitted:

- A. Neither Broker nor any of its employees and/or agents has violated any applicable federal, state or local law or regulation, including without limitations, the Fair Credit Reporting Act and Regulation, the Federal Truth – in – Lending Act and Regulation Z, the federal Equal Credit Opportunity Act and Regulation B, the Federal Real Estate Settlement Procedures Act and Regulation X or usury laws and regulations.
- B. Broker has assisted the Borrower(s) with completing the application, and performed a minimum of five (5) services listed below, at least one of which was a “non-counseling” type service. Such services performed were necessary and not duplicative of services performed by others:

“Non-counseling Services”

- 1. Initiate/order verifications of employment and deposits
- 2. Initiate/order mortgage and other loan verifications
- 3. Initiate/order appraisals
- 4. Initiate/order inspections or engineering reports
- 5. Initiate/order credit report
- 6. Provide disclosures (Good Faith Estimates, Truth In-Lending, etc) to borrower
- 7. Order legal documents
- 8. Determine/order flood zone search/certificate
- 9. Participate in the loan closing
- 10. Collect Financial information (tax returns, banks statements, etc), and related documents that are part of the application process

“Counseling Services”

- 1. Collect financial information (tax returns, banks statements, etc) and related documents that are part of the application process
 - 2. Analyze prospective Borrowers’ income and debt to determine the maximum mortgage that the Borrower could afford
 - 3. Educate the Borrower in the home buying/financial process, advise Borrower about the different loan products and types available, demonstrate how closing costs, monthly payments will vary under each product
 - 4. Assist Borrower in understanding and clearing credit problems
 - 5. Maintain regular contact with the Borrower, Realtors and Lender between application and closing to apprise all parties of the status of the application and to gather any additional information as needed
- C. Broker has not entered into any agreement, incurred any obligation, made any commitment or taken any action which might result in a claim for or an obligation to pay a brokerage commission finder’s fee or similar fee in respect to the Loans, other than as disclosed to Lender in writing before submission of the Loan Application to Lender
 - D. Broker will provide all documentation, facts information and such other assistance as Lender may require or request regarding the origination, processing, funding and closing of any Loan Application submitted by Broker.

Agreement

For Wholesale Lending



9. SPECIFIC REPRESENTATIONS AND WARRANTIES OF BROKER AS TO EACH LOAN (con't)

- E. Broker shall make prompt, full, accurate and truthful disclosure to Lender of all facts, information or documentation that Broker may know or suspect that could adversely affect any loan originated by Broker, including, without limitation, any disputes, proceedings, litigation or governmental action threatened or pending respecting the borrowers, their creditworthiness, the subject real property or the loan transaction
- F. The Loan Application package and supporting information and documentation shall contain no misrepresentations or misstatement of any material fact, whether by act, statement, concealment or omission by the Broker, the consumer, the appraiser or any other party in connection with the loan submitted by Broker to Lender. No undertaking to verify or failure to verify information by Lender relieves Broker from this representation and warranty.
- G. Broker shall not solicit, directly or indirectly, any other lender for the borrowers for the purpose of refinancing the Loan brokered to Lender. Notwithstanding the foregoing, it is understood and agreed that promotions undertaken by Broker which are directed to the general public at large does not constitute solicitations under this paragraph.
- H. Broker shall use appraisers who are licensed and independent of Broker.
- I. Broker shall obtain credit reports from reputable reporting agencies.
- J. Broker does not use any deceptive advertising.

10. CONFIDENTIALITY

“Confidential Information” of Broker and Lender (hereafter each the “party”) includes without limitation information about hardware, software, screens, specifications, designs, plans, drawings, data prototypes, discoveries, research, developments, methods, processes, procedures, improvements, “know-how”, compilations, market research, marketing techniques and plans, business plans and strategies, customer names and other information related to customer, price lists, pricing policies and financial information or other business and/or technical information and materials, in oral, demonstrative, written, graphic or machine-readable form, which is unpublished, not available to the general public or trade, and which is maintained as confidential and proprietary information by the disclosing party for regulatory, customer relations, and/or competitive reasons.

Protection of Confidential Information. Each party agrees not to use Confidential Information of the other party for any purpose other than the fulfillment of such party’s obligations to the other party under the Agreement. All Confidential Information relating to a party shall be held in confidence by the other party to the same extent and in at least the same manner as such party protects its own confidential or proprietary information. Neither party shall disclose, publish, release, transfer or otherwise make available Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity without the other party’s consent. Each party shall, however, be permitted to disclose relevant aspects of the other party’s Confidential Information to its officers, agents, subcontractors, and employees to the extent such disclosure is reasonably necessary for the performance of its duties and obligation under the Agreement and such disclosure is not prohibited by Gramm-Leach-Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1138), as it may be amended (the “GLB Act”), the regulations promulgated thereunder or other applicable law; provided, however, that such party shall take all reasonable measures to ensure that Confidential Information of the other party is not disclosed or duplicated in contravention of the provisions of the Agreement by such officers, agents subcontractors and employees. Each party further agrees Confidential Information which may come to its attention and to take all steps reasonable requested by the other party to limit, stop or otherwise remedy such misappropriations, or unauthorized disclosure or use. If the GLB Act, the regulations promulgated thereunder or other applicable law now or hereafter in effect imposes a higher standard of confidentiality to the Confidential Information, such standard shall prevail over the provisions of the Agreement.

Agreement For Wholesale Lending



10. CONFIDENTIALITY (con't)

Exceptions. Notwithstanding anything to the contrary contained herein, neither party has any obligation with respect to any Confidential Information of the other party, or any portion thereof, which the receiving party can establish by competent proof (i) is or becomes generally known to companies engaged in residential mortgage business, (ii) is lawfully obtained by the receiving party from a third party with no obligation to maintain the information as confidential and which provides it to the receiving party without any obligation to maintain the information as proprietary or confidential; (iii) was known prior to its disclosure to the receiving party without any obligation to keep it confidential as evidenced by tangible record kept by the receiving party in the ordinary course of its business; (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information or (v) is the subject of a written agreement whereby the disclosing party consents to the use or disclosure of such Confidential Information.

If a receiving party or any of its representatives is under a legal obligation in any administrative or judicial circumstance to disclose any Confidential Information, the receiving party shall provide the disclosing party prompt notice so that the disclosing party may seek a protective order and/or waive the duty of nondisclosure; provided that in the absence of such order or waiver, if the receiving party or any such representative shall, in the opinion of its counsel stand liable for contempt or suffer other censure or penalty for failure to disclose, disclosure pursuant to the order of such tribunal may be made by the receiving party or its representative without liability hereunder.

Return of Materials. For as long as a party continues to possess or control the Confidential Information furnished by the other party and for so long as the Confidential Information remains unpublished, confidential and legally protectable as the intellectual property of the disclosing party, except as otherwise specified herein, the receiving party shall make no use of such Confidential Information whatsoever. The expiration of the Agreement shall not be deemed to give either party a right or license to use or disclose the Confidential Information of the other party. Any materials or documents, including copies thereof, which contain Confidential Information of the other party, shall be promptly returned to such party or destroyed upon the request of such party or upon termination or expiration of the Agreement.

Injunctive Relief. It is agreed that the unauthorized disclosure or use of any Confidential Information may cause immediate or irreparable injury to the party providing the Confidential Information, and that such a party may not be adequately compensated for such injury in monetary damages. Each party therefore acknowledges and agrees that, in such event, the other party shall be entitled to seek any temporary or permanent injunctive relief necessary to prevent such unauthorized disclosure or use, or threat of disclosure or use.

11. FAIR LENDING

Lender is an Equal Housing Lender that maintains a Fair Lending Policy prohibiting discrimination against applicants upon the basis of any prohibited factor. Under this agreement, Broker acknowledges and agrees to the following:

- A. Broker will provide Lender with government monitoring information required by the Home Mortgage Disclosure Act (HMDA) on a completed 1003 application, or equivalent in the manner required of reporting institutions generally. Broker will comply with HMDA and all policies and procedures of Lender.
- B. The Broker's fees, practices and activities with respect to borrowers do not vary based on race, color, religion, national origin, gender, marital status, age, sexual orientation, handicap, receipt of income from public assistance programs, or good faith exercise of rights under consumer finance laws, and are not

Agreement

For Wholesale Lending



11. FAIR LENDING (con't)

- B. based on any “prohibited basis.” Broker will not otherwise discriminate against any member of a protected class in marketing, processing or pricing a Loan or in taking of any Loan Application. For purposes of this section discrimination includes without limitations:
1. Overt discrimination: blatant discrimination based on a prohibited basis;
 2. Disparate treatment: treating one person differently than another, even if unintentionally, based on one or more of the prohibited bases; and
 3. Disparate impact: applying a practice or policy uniformly to all persons, with the unintended effect that the practice or policy has a discriminatory impact that relates to one of the prohibited bases and no overriding business necessity exists which makes the policy or practice essential.

Broker had reviewed Lender’s fair lending policy and agrees to comply therewith.

12. SURVIVAL AND INDEMNIFICATION

The representations, warranties and covenants set forth in this Agreement shall survive the Settlement of the Loans by Lender and shall inure to the benefit of Lender and its assigns. Broker shall indemnify Lender and hold it harmless from and against any and all claims, losses, liabilities, damages, taxes, penalties, fines, forfeitures, judgments, and other costs (including attorneys’ fees) and expenses that Lender may sustain arising and/or resulting from any claim, demand, defense or assertion based on or grounded upon, or resulting from (i) a breach of any representation, warranty or covenant by Broker otherwise impacting the Loan Application prior to its submission to Lender.

13. REPURCHASE AGREEMENT

In addition to other rights and remedies that Lender may have, in the event there exists a basis to demand indemnification hereunder, Lender may demand that the Broker either cure the issues giving rise to the obligation to indemnify in all material respects or Broker may repurchase the Loan from Lender or the investor to whom Lender sold the Loan for the following price:

1. The original principal amount of the Loan, less principal reduction; plus
2. All interest accrued but unpaid on the principal balance of the Loan from the date of funding by Lender through and including the first day of the month following the month the repurchase is made; plus
3. Any premium pricing paid to Broker; plus
4. All costs and expenses incurred by Lender in enforcing Broker’s obligation to repurchase the Loan, including, without limitation, reasonable attorney fees and costs of suit, the cost to repair the property and sales and advertising fees.

14. RELATIONSHIP OF THE PARTIES

It is agreed that Broker and Lender are not partners or joint venturers and that Broker is not acting as an agent for Lender in the origination and brokering of Loans for Lender, but shall have the status of and shall act in all matters hereunder as an independent contractor.

Broker warrants and represents that it will not represent itself as an agent, servant or employee of Lender and that it is not authorized to approved or reject a loan on behalf of Lender. Broker will not notify a borrower that his/her

Agreement

For Wholesale Lending



14. RELATIONSHIP OF THE PARTIES (con't)

Loan has been approved or rejected until such time as Lender notifies that Broker in writing that it has approved and/or declined the Loan.

Broker will originate Loans according to its own methods and free from any control of Lender. Broker shall determine the details and means of performing the services in conformance with the regulatory requirements, operating procedures and specifications of the federal, state and local laws and regulations. Broker is responsible for the training of its employees and agents in conformity with the provision of this Agreement and the federal, state and local laws and regulations.

15. MISCELLANEOUS

Additional Document. Each party shall from time to time execute and deliver, or cause to be executed and delivered, such additional instruments, papers and documents as the other party may at any time reasonably request for the purpose of carrying out this Agreement and the transactions provided for herein.

Power of Attorney. Broker hereby irrevocably appoints any officer or employee of Lender to enforce the payment of Loans and its rights under this Agreement and to carry out the intent of this Agreement including, but not limited to, the right to sign, execute, endorse and/or assign, and deliver to Lender or its assigns on behalf of Broker any note, mortgage, security interest, or any other Loan document and also any other writing of any other kind or nature whatsoever which may be used in connection therewith to evidence any obligation of Broker or any borrower to Lender or its assigns pursuant to this Agreement and to endorse any check or other instrument for the payment of thereof. This power of attorney is coupled with an interest and is irrevocable.

Survival of Covenants, Agreements, Representation and Warranties. All warranties, representations and covenants made by Broker in this Agreement or in any other instrument delivered by the Broker shall be considered to have been relied upon by Lender and shall survive the delivery to Lender of any Loan Application, the sale or transfer of a Loan to an investor in the secondary market and the termination of this Agreement, regardless of any investigation made by or on behalf of Lender. Lender reserves the right to proceed against third parties to enforce any representations, warranties and covenants made by them for the benefit of Broker.

Severability. If any provision of this Agreement is invalid or unenforceable under any law, such provision is and will be totally ineffective to that extent, but the remaining provisions will be unaffected.

Waivers. No waivers of any term, provision or condition of this Agreement, whether by conduct or otherwise, shall be construed as a further or continuing waiver of any such term, provision or condition, or of any other term, provision or condition of this Agreement.

Notice. Any notice or other communication in this Agreement provided or permitted to be given by one party to the other must be in writing and given by personal or overnight delivery or by depositing in the same United States Mail, certified mail, return receipt requested, addressed to the other party to be postage prepaid. For purposes of notice, the addresses of the party shall be as follows:

Agreement

For Wholesale Lending



15. MISCELLANEOUS

Notice. (con't)

Lender	Broker
Guaranteed Rate, Inc	
3940 N Ravenswood	
Chicago, Il 60613	
Attn: Catherine Solomon	Attn:

The above addresses may be changed from time to time by written notice from one party to the other.

Captions. Paragraphs or other headings set forth in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretations of this Agreement.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The provisions of this paragraph shall not affect the provisions of any note or mortgage, which cause the laws of the United States or any other state to be applicable. This Agreement shall be interpreted fairly in accordance with its provisions and without regard to which party drafted it.

Jurisdiction and Venue. The parties hereby consent to the exclusive jurisdiction with the Circuit Court of Cook County, Illinois or the Federal District Court for Northern District of Illinois and waive personal service of any and all process upon them and consent that all such service or process upon them made by registered or certified mail directed to them at the addresses stated herein shall be deemed to be completed five (5) days after mailing. The parties waive trial by jury. Without modifying the preceding sentence, in the event of any action at law, in equity, arbitration or otherwise between the parties in relation to this Agreement or any Loan, Loan Application or other instrument or agreement acquired, brokered or submitted hereunder, the non-prevailing party, in addition to any other sums which such party shall be required to pay pursuant to the terms or conditions of this Agreement, shall also be required to reimburse the prevailing party for all cost and expenses of such litigation, including reasonable attorney fees.

Modification. No changes or modification of this Agreement shall be valid unless consented to in writing by all parties.

Benefit and Assignment. Except as otherwise provided, this Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. Notwithstanding anything herein to the contrary, this Agreement shall not be assignable by Broker without Lender's express written consent but are assignable by Lender upon notice to Broker.

Terminations. Broker or Lender may terminate this Agreement upon thirty (30) days' written notice to the non-terminating party. Notwithstanding the foregoing, Lender may terminate this Agreement immediately upon notice to Broker of the Broker's breach of any of the representations, warranties and covenants set forth in this Agreement and Lender has no obligation to honor any Loan Application after such termination.

Agreement

For Wholesale Lending



15. MISCELLANEOUS

Sole Agreement It is understood and agreed that this Agreement and the Addendum to this Agreement supersede all prior agreements between the parties hereto pertaining to the transactions contemplated by this Agreement and by the Addendum and together constitute the sole mutual understanding regarding the subject matter hereof.

IN WITNESS WHERE OF, the parties hereto executed this Agreement on the date per page one of this Agreement.

Lender

Company Guaranteed Rate, Inc	
Name A C Solomon	Title Licensing
Signature	Date

Broker

Company	
Name	Title
Signature	Date

Addendum

Wholesale Lending Agreement



<p>This ADDENDUM to the Guaranteed Rate Wholesale, WHOLESALE LENDING AGREEMENT (“Agreement”)</p>
<p>is made on this _____ day of _____, 20____ by and between the undersigned Broker (“Broker”)</p>
<p>And Guaranteed Rate Wholesale, (“Lender”), and supplements the Agreement entered into between Lender and</p>
<p>(Broker Company Name):</p>
<p>_____</p>

This addendum addresses the Broker’s responsibility regarding usage of Guaranteed Rate Wholesale, Wholesale Website (“Website”) and electronic Loan Application capabilities. The Addendum also addresses the confidentiality of information shared by Lender and Broker through the Website. Any capitalized terms used in the Addendum without being defined are intended to have the meaning defined in the Agreement.

1. Loan Applications

Mortgage loan applications transmitted to Lender through the Website will be considered “Loan Applications” as defined in the Agreement.

2. Accuracy and Completeness of Information

Broker shall be responsible for ensuring the accuracy and completeness of data input on the Website, and assuring that the proper Broker personnel review any Loan Application, information or request submitted to the Website prior to transmission. Guaranteed Rate Wholesale will rely on the accuracy, completeness, and genuineness of any information conveyed.

3. Loan Application Authorization

Broker represents and warrants that it has received each Borrower’s authorization to obtain personal credit information and to submit a Loan Application package on behalf of Borrowers to Lender.

4. Loan Application Process

Notwithstanding any statement in the Agreement, the Lender will render a loan decision subsequent to Broker’s submission of a completed Loan Application package, Lender may issue loan commitments based on the electronic Loan Application transmitted via the Website and prior to receipt of the complete Loan Application package. Any loan commitment issued prior to review of the complete Loan Application package is conditioned upon the verification of the application information and date input once the complete Loan Application package is received. Lender reserves the right to request additional documentation and to verify and/or re-verify information submitted during the loan process and may rescind or modify any loan commitment based on the failure to provide such documentation or based on the content of such information. Additionally, should there be any significant change to any of the terms in a given Loan Application, such changes may potentially invalidate a loan commitment. The term significant change includes, but is not limited to, loan amount increases, changes to source down payment and/or subordinate financing, reduction of property value and/or sales price reduction, significant income changes, debt or asset differences, interest rate changes or loan program/product changes.

Addendum

Wholesale Lending Agreement



4. Loan Application Process (con't)

The Undersigned agrees that on any and all Loan Applications submitted electronically, the original Loan Application package will be forwarded to the applicable Guaranteed Rate Wholesale Operations Center for completion and funding. Misuse or excessive non-delivery of original Loan Application packages following the submission of an electronic Loan Application will cause Broker's access to the Website to be limited or denied.

5. Authorized Users

Broker is responsible for all authorized users within the Broker's company and their actions ("Authorized Users"). Broker's access to the Website will be dependent upon a security access system that will require Broker and /or each Authorized User to specify a user identification number and password as part of the sign on procedure. Broker represents and warrants that each Authorized User knows any individual password. In addition, Broker agrees to immediately remove an Authorized User if at anytime the user ceases to be an Authorized User for any reason, including such user is no longer employed by Broker, or in the event of any unauthorized disclosure or use of any identification number. Guaranteed Rate Wholesale reserves the right any time and from time to time to change and/or revoke user identification numbers and passwords used by Broker and/or Authorized User.

6. Auditing Rights

Guaranteed Rate Wholesale reserves the right to perform random audits from time to time to ensure only Authorized Users have access to the Website. Guaranteed Rate Wholesale further reserves the right to audit information submitted on the Website or within the Broker's pipeline from time to time as needed or warranted.

7. Software Support

During the hours posted on the Website or otherwise provided to Broker from time to time, Guaranteed Rate Wholesale will be available to Broker via telephone to respond to technical questions regarding the functionality of the Website. Support will also be available to help Broker identify and resolve incidents occurring on the Website.

8. Confidentiality of Guaranteed Rate Wholesale Technology & Fannie Mae Desktop Underwriter® Software

In addition to the Confidentiality sections set forth in the Agreement, Broker agrees that it shall not disclose or share information regarding Guaranteed Rate Wholesale technology or the Fannie Mae Desktop Underwriter® software system that is made available to Broker through Broker's use and access to the Website. Such Guaranteed Rate Wholesale technology and the Fannie Mae Desktop Underwriter® software shall be deemed to be "Confidential Information," as that term is defined in the Agreement and Broker shall protect such Confidential Information in accordance with the terms of the Agreement. Broker agrees that it shall not remove, alter, cover or distort any trademark, trade name or their proprietary rights or notices appearing on or in any proprietary information found on the Website or distributed by Guaranteed Rate Wholesale.

9. Broker Contact Personnel

Broker shall designate a Broker Administrator contact and one alternate, who shall have primary responsibility for all communications with Guaranteed Rate Wholesale regarding user identification and technical support. Such contacts shall have sufficient technical expertise, training experience for Broker to perform their obligations.

Addendum

Wholesale Lending Agreement



10. Designated Broker Administrator

The person and/or persons listed below will be designated as the Broker Administrator and direct contact at the undersigned office for set up and maintenance of the company's Authorized Users identification and passwords:

Broker Administrator	
Name	Telephone
Last 4 digits of SSN	Email

Alternate	
Name	Telephone
Last 4 digits of SSN	Email

11. Supplement to the Agreement

This Addendum is intended to supplement, rather than amend or replace, the terms and provisions in the Agreement. This Addendum and the Agreement supersede all prior agreements between the parties hereto pertaining to the transaction contemplated in the Agreement and Broker's access to and use of the Website and together constitute the sole mutual understanding regarding the subject matter contained in the Agreement and this Addendum.

In witness whereof, the parties have signed and executed this Addendum as of this _____ day of _____, 20____
Parties executing below are authorized signers and/ or officers of their respective company and have full authority to sign said document.

Guaranteed Rate Wholesale

Print Name Here A C Solomon	Title Licensing
Signature	Date

Broker Company

Company Name	
Print Name Here	Title
Signature	Date

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (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 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 *How to get a TIN* on page 3.

Social security number
+
or
Employer identification number
+

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

In 3 above, 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.

Note. If 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (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 recipient 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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 4 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

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

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

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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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 Social Security Administration office or get this form online at www.socialsecurity.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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.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, 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. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 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 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:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

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

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

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal 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 regarding partnerships* on page 1.

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.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.