



***Broker Approval Requirements
for
Guaranty Home Mortgage Corporation***

To ensure a fast approval, please include the following items:

1. Completed and signed Broker Application & Agreement
2. Most recent financial statements, tax returns or bank statements dated within the last 12 months to support business continuity
3. Resumes of all principals and key operation staff (Banks: Mortgage Department resumes only)
4. Quality Control Procedures
5. Optional: Signed Electronic Signature Disclosure & Sample Transaction Log (if using your own e-doc provider)

GHMC will prepare your initial Loan Package Disclosures.
Please contact your Account Executive with questions.

**Please submit broker package and all supporting documents to:
www.ghmcloans.com/partner**

GUARANTY HOME MORTGAGE CORPORATION MORTGAGE BROKER APPLICATION

Company Name: _____ DBA _____

Main Office Address: _____ Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____ AE: _____

Telephone: _____ Fax: _____ Tax ID: _____

Company NMLS#: _____ VA ID: _____

Company Type: _____ Corporation _____ Proprietorship _____ Partnership _____ Subchapter S Corporation _____ LLC

Principals and/or Key Operations Staff: (resumes required for each)

Name: _____ Title: _____ Email Address: _____

Name: _____ Title: _____ Email Address: _____

Name: _____ Title: _____ Email Address: _____

Primary Contact: _____

Lender References: (a minimum of 2 investor references required)

Company Name: _____ Yrs Associated _____

Nature of Business: _____

Address: _____

Primary Contact/Title: _____ Telephone: _____

Email: _____

Company Name: _____ Yrs Associated _____

Nature of Business: _____

Address: _____

Primary Contact/Title: _____ Telephone: _____

Email: _____

Company Name: _____ Yrs Associated _____

Nature of Business: _____

Address: _____

Primary Contact/Title: _____ Telephone: _____

Email: _____

Please list all staff that you would like to have access to our website. User roles are set up as:

Level 1 User (Manager & Processor) – can originate and will have access to all loans in the pipeline

Level 2 User (Loan Officer) – can originate and will only see their own loans in their pipeline

Please indicate below how you would like your User ID's set up for your Staff:

NAME	NMLS#	POSITION	RECEIVE DAILY RATES CHECK YES OR NO	IF LOAN OFFICER <i>Please List Processor(s) that need to receive loan notifications on your loans</i>	EMAIL ADDRESS

If the answer to any of the following questions is "Yes" please provide explanation.

1.) Is your firm or any of its Principals or Officers involved in any litigation or is any litigation threatened between you and any investor, Broker, Mortgagor or government agency?

Yes _____ No _____

2.) Has your firm or any of it's Principals or Officers ever been sued, reprimanded, censured, or had a licensed revoked or suspended by FHLMC, FNMA, VA, FHA, or any other government agency?

Yes _____ No _____

3.) Have any wholesale lenders terminated any agreements for cause?

Yes _____ No _____

4.) Within the last [3/5?] years, has any lender required the repurchase of mortgages originated by your company, or required an indemnity for breach of selling warranty?

Yes _____ No _____

5.) Are you or your company currently involved in any lawsuits?

Yes _____ No _____

Certification and Credit Information:

I, the undersigned Officer, am authorized to provide this information to Guaranty Home Mortgage Corporation on behalf of my company. I attest to the truth and accuracy (to the best of my knowledge and belief) of all the information provided to Guaranty Home Mortgage Corporation.

I hereby authorize GHMC to send correspondence to my company via fax and/or email.

I also hereby authorize Guaranty Home Mortgage Corporation in connection with its due diligence Investigation to secure Credit Reports, Broker References, and other such financial information That shall be reasonably required.

Name

Home Address

Social Security #

Signature Date

Name

Home Address

Social Security #

Signature Date

Affiliate Relationships Information

List any affiliate relationships between your firm or individuals in your firm with any third parties who are engaged in real estate lending or related activities, i.e., contract processors, appraisers, closing agents, surveyors, property inspectors, insurers, lenders, or any other applicable situations:

If Not Applicable Initial Here _____

1) Type Business: _____ % of Ownership: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Contact: _____ Phone: _____

2) Type Business: _____ % of Ownership: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Contact: _____ Phone: _____

3) Type Business: _____ % of Ownership: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Contact: _____ Phone: _____

Use Additional pages if necessary

Board of Directors Information

Resolution of Board of Directors

Of _____
(Name of Broker)

RESOLVED FIRST, that

_____, the _____ and
(Name of Officer) (Title)

_____, the _____ and
(Name of Officer) (Title)

_____, the _____ and
(Name of Officer) (Title)

of this corporation, or any one or more of them or their duly elected or appointed successors in office, be and 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 to sell mortgage loans to Guaranty Home Mortgage Corporation, and to execute any and all agreements, contracts, assignments, endorsements, and issuance of checks or drafts, reports, mortgage documents, and other papers in connection with documents, and furnish and information required or deemed necessary or proper by Guaranty Home Mortgage Corporation in connection therewith.

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 minutes book of this corporation; that the officers name in said resolution have been duly elected or appointed to, and are the present incumbents of, the respective offices set after their respective names.

Corporate Seal:

Authorized Signature

Date

Guaranty Home Mortgage Corporation Broker Agreement

THIS BROKER AGREEMENT (hereinafter referred to as the "Agreement") dated the _____ day of _____, 20____, by and between GUARANTY HOME MORTGAGE CORPORATION (hereinafter referred to as "GHMC"), its successors and assigns, and _____ (hereinafter referred to as "Broker").

RECITALS

This Agreement sets forth the entire understanding between the parties whereby Broker intends, from time to time, to offer to GHMC conventional, FHA or VA mortgage loans subject to any qualifications or conditions that GHMC may impose on any commitment to fund such mortgage loans.

AGREEMENT

1. Relationship. Nothing in this Agreement shall be construed as making the Broker a joint venture, partner, representative, employee, or agent of GHMC. Broker shall not hold itself out as such, nor shall it use GHMC's name in any advertising. Broker is an independent contractor, and shall determine the method, details and means of performing all services described in this Agreement. Without limiting the generality of the immediately preceding sentences, Broker shall have no authority to act for, or on behalf of, GHMC or to bind GHMC in any manner without the express prior written consent of GHMC.

From time to time, GHMC will provide a list of the types of loans it will accept. This list will include interest rates, loan limits, loan-to-value ratios, points, fees and any other applicable conditions or terms established by GHMC in its sole discretion. Loans submitted by Broker will be reviewed in accordance with GHMC's then current lending policy. Approvals or declinations will cover only the particular loan or loans submitted by Broker.

Sale on the Secondary Market. Broker understands GHMC intends to sell closed mortgage loans to investors in the secondary market. Broker represents and warrants that, in submitting loans to GHMC, it will fully comply with all pertinent underwriting and other requirements of GHMC, Fannie Mae, the Federal Home Loan Mortgage Corporation (Freddie Mac), HUD (GNMA), VA, and other investors that Broker is aware of or that are disclosed to Broker by GHMC in the product description or otherwise.

2. Duties of Broker. With respect to each Loan submitted by Broker to GHMC for underwriting and funding, Broker shall:

- (a) have and maintain the exclusive ongoing contact with Loan applicant(s) (collectively "Applicant") from the time of application until closing;
- (b) undertake all direct and face-to-face personal interviews with Applicant;
- (c) educate and assist Applicant in understanding the home buying and financing process;
- (d) discuss the different types of loan products available, explain the qualification and eligibility requirements for each product, and demonstrate how closing costs and monthly payments may vary under each product;
- (e) gather all information and documentation needed to complete the Loan application including applicable information required by applicable state and federal law and any regulations related thereto;
- (f) assist Applicant in filling out all Loan applications;
- (g) collect and analyze financial information and related documents and assist Applicant in determining the mortgage that Applicant can afford;
- (h) assist Applicant in identifying potential credit problems and obtaining letters of explanation;

- (i) provide and discuss with Applicant the documents required by the Federal Housing Administration ("FHA") and Department of Veterans Affairs ("VA"), if applicable;
- (j) keep Applicant apprised of the status of Applicant's application and communicate any changes in the loan terms within a reasonable timeframe;
- (k) maintain regular contact with Applicant, real estate agents and GHMC, as needed;
- (l) deliver to Applicant a good faith estimate meeting the requirements of the Real Estate Settlement Procedures Act ("RESPA") and a Truth-In-Lending (TILA) disclosure as provided in paragraph 7 of this Agreement within three (3) days of receipt of the Loan application;
- (m) provide to Applicant such additional disclosures as are required to be provided by Broker, GHMC or applicable federal or state law, including, but not limited to, disclosures required by GHMC or applicable law in connection with fees and charges, including mortgage insurance and broker compensation (including yield spread premiums), disclosures required by federal and state truth in lending laws, and disclosures required by states laws that govern and regular mortgage broker conduct;
- (n) collect the fees for the property appraisal or the VA Certificate of Reasonable Value, if applicable, and credit report and if required by applicable law, deposit such fees in a trust account;
- (o) initiate a request for the property appraisal through the appraisal management company selected by GHMC and gather preliminary materials from Applicant including, if applicable, the VA Certificate of Eligibility;
- (p) participate in the Loan closing, if applicable; and
- (q) perform any other service as GHMC may from time to time reasonably request.

3. Loan Submission. Broker shall submit to GHMC applications, credit information and other data ("Loan Packages") for Borrowers under such programs, terms, and requirements as GHMC may establish from time to time. Broker shall furnish to GHMC such credit, financial, and other information concerning Borrower that GHMC may require in determining when to approve and fund the Loan(s), and perform other services as GHMC shall require in closing any Loan(s). In addition to the foregoing and not in limitation thereof, for each application, Broker shall prepare or cause to be prepared the loan application, supporting credit information, and related materials, all as may be reasonably required by GHMC, all at the expense of Broker and, in addition, shall perform the services described in paragraph 2 above. In the event a Loan is consummated which does not strictly comply with the terms of a commitment, and this Agreement, GHMC may, in its sole and absolute discretion, immediately terminate the commitment or modify the terms thereof to conform with the terms of the mortgage loan.

4. No Obligation. Broker is under no obligation to send any Loan Packages to GHMC, and GHMC is under no obligation to originate any Loans submitted by Broker. All approved loans may be closed in the name of GHMC, or upon prior approval from GHMC, which may be granted or withheld at GHMC's sole discretion, in Broker's name with a concurrent or subsequent assignment of the loans to GHMC or its successors and/or assigns.

5. Compensation Program.

A. Consumer Paid Option

- Broker will negotiate compensation directly with the consumer.
- The consumer must pay compensation to the broker client from their own funds at closing, or from the principal proceeds of the new loan.
- Premium pricing may not be used to compensate the Broker.
- The consumer may pay third party costs and Guaranty Home Mortgage Corporation fees by paying cash at closing, or financing through the principal or interest rate.
- No other person may provide compensation to a Loan Originator, directly or indirectly, in connection with the loan transaction.
- Compensation to the Broker can vary from transaction to transaction.

B. Creditor Paid Option

- Broker shall receive designated percentage of the principal amount of such mortgage loan as its sole and complete compensation.
- The compensation shall be consistent on all loans funded for Broker by Guaranty Home Mortgage Corporation, except that Guaranty Home Mortgage Corporation may, but is not required to, periodically revise the Broker compensation prospectively, evidenced in the form of an Exhibit to this Agreement.
- Guaranty Home Mortgage Corporation will pay compensation directly to the Broker.
- The consumer cannot pay compensation to the Broker, or any Loan Originator.
- The Broker or any loan originator cannot reduce the creditor paid compensation by offering concessions or paying for tolerance violations.
- The Broker will establish compensation agreements with its loan originator employees that will comply with the Federal loan originator compensation rules as established by the Consumer Financial Protection Bureau.

6. Broker Warranties. With respect to each Loan Package submitted for approval, Broker represents and warrants the following, which shall be deemed made as of the date hereof and hereafter on each and every date on which Broker submits a Loan Package to GHMC:

Valid Organization. Broker is duly organized, validly existing and in good standing under the laws of its state of organization and has all the qualifications, registrations, licenses, and permits necessary to carry on its business and to engage in the transactions contemplated by this Agreement. In addition, Broker is in good standing, and has not had its approval status terminated, with any governmental agency with whom it conducts business or by which it or its business is governed, including without limitation, HUD, FNMA, and FHLMC. Broker has not been restricted from doing business with any mortgage insurance company, except as disclosed to GHMC in writing.

Authority. Broker has all requisite corporate power and authority to execute, deliver, and perform under this Agreement, and this Agreement constitutes the valid and binding obligation of Broker enforceable in accordance with its terms. Broker's compliance with terms and conditions of this Agreement will not violate any provisions of Broker's entity documents creating and governing Broker (e.g., articles of incorporation/organization, by-laws, partnership agreement, etc.), any instrument relating to the conduct of its business, or any other agreement to which it may be a party, or any governmental requirement, rule, regulation, law, decree, order or judgment to which Broker is subject.

Compliance with Law. All disclosures required by applicable state and federal laws, rules and regulations. All documents and disclosures are in full compliance with applicable State and Federal laws, rules and regulations.

Compliance with Loan Originator Compensation Laws, Rules and Regulations. Broker has developed and implemented compensation plans for its Loan Originators which (1) prohibit payments to its Loan Originators that are based on the loan's interest rate or other loan terms or conditions, (2) prohibit Broker or its Loan Originators from receiving payments directly from a consumer while also receiving compensation from the creditor or another person, and, (3) prohibit Broker or its Loan Originators from "steering" a consumer to a creditor in order to increase the Broker's or Loan Originator's compensation.

Broker shall ensure that its policies and procedures regarding Loan Origination Compensation comply with the rule set forth in the TILA, Regulation Z, the Official Staff Commentary, the Dodd-Frank Wall Street Reform and Consumer Protection Act and any related regulations. Broker shall provide GHMC a copy of such policies and procedures. Broker shall take all appropriate steps to ensure that Loan Originators originate loans in compliance with applicable statute, rules, regulations and commentary to include training, automated systems controls and compliance testing.

Broker must provide the consumer with loan options from a significant number of the creditors with which the Broker regularly does business. For each type of transaction (i.e. fixed rate, ARM), in which the consumer expressed an interest, the loan options presented must include:

- The loan with the lowest interest rate
- The loan with the lowest total dollar amount for origination points or fees and discount points
- The loan with the lowest interest rate without certain features, including:
 - o A prepayment penalty
 - o Interest-only payments
 - o Negative amortization

- Demand feature
- A balloon payment in first seven years.

Loan originators must have a good faith belief that the options presented are loans for which the consumer likely qualifies.

Loan Originators must obtain options from at least three creditors, unless the Broker regularly does business with fewer than three creditors. If more than three Loans are presented, the Loan Originator must highlight the loans that satisfy the Loan options bulleted above.

Compliance with Requests for Missing or Additional Documentation. Broker shall comply with any requests by GHMC for missing, corrected and/or additional documentation related to a Loan. Broker shall comply with any such requests as soon as possible, regardless of whether the request was made prior to or after the closing of the related Loan, but, unless otherwise agreed by GHMC, Broker shall comply with any such request no later than ten (10) business days after its receipt of a request from GHMC therefore.

No False Statement. All documents submitted in connection with a Loan Package presented to GHMC are in every respect valid and genuine and no fraud or misrepresentation has occurred in connection with the submission of any Loan Package or origination of any Loan. All information (credit and otherwise) submitted in connection with a loan application is accurate and complete and no information has been submitted which is false or misleading in any respect. The term information as used in this paragraph shall mean any and all information and documentation obtained from the applicant and any reference source. Broker warrants that it is the sole originator of all Loan Packages submitted to GHMC by Broker pursuant to this Agreement.

Absence of Claims. There is no claim, litigation, investigation, or proceeding pending or, to the best of Broker's knowledge, threatened against or otherwise materially affecting Broker's business or performance of its obligations under this Agreement.

As to each mortgage loan:

- a. Each Loan is a valid first lien on the mortgaged property free and clear of all encumbrances and liens having priority over the lien of such Loan, except liens for real estate taxes and special assessments not yet due and payable;
- b. The mortgaged property is free and clear of all mechanic's and materialmen's lien or liens in the nature thereof, and no rights are outstanding that under law could give rise to any such lien, nor is Broker aware of any facts which could give rise to any such lien;
- c. All federal and state laws, rules and regulations applicable to the Loans have been complied with, including but not limited to: The Dodd-Frank Wall Street Reform and Consumer Protection Act, The Real Estate Settlement Procedures Act; the Flood Disaster Protection Act; the Federal Consumer Credit Protection Act including the Truth-in-Lending and Equal Credit Opportunity Acts; the Home Mortgage Disclosure Act, the Fair Housing Act; statutes or regulations governing fraud, lack of consideration, unconscionability, consumer credit transactions or interest charges; and all conditions within the control of Broker/Correspondent as to the validity of the insurance or guaranty as required by the National Housing Act of 1934, and the rules and regulations thereunder, or as required by the Servicemen's Readjustment Act of 1944, and the rules and regulations thereunder; or as imposed by the mortgage insurance companies or other insurers;
- d. No Loan is the subject of litigation which could affect Broker's or GHMC's ability to enforce the terms under the Loan documents;
- e. There is in force for each Loan a hazard insurance policy and flood insurance policy, where applicable, meeting the requirements of GHMC.
- f. The borrower has no rights of rescission, set-offs, counterclaims or defenses to the note or mortgage securing the note arising from the acts and/or omissions of Broker in the origination of the Loan;
- g. If applicable, Broker has no knowledge that any improvement located on or being part of the mortgaged property is in violation of any applicable zoning law or regulation;
- h. To the best of Broker's knowledge, the property is (a) in good repair and free of substantial damage from any cause, including but not limited to flood, fire, accident, earthquake, hurricane, or other disaster or calamity; and (b) the market for real estate in the geographical area of the mortgage property has not materially and adversely declined since the date the property appraisal report was issued; and
- i. Neither Broker, borrower or any person or entity engaged by Broker, its officers, employees or agents which is involved in the Loan has (a) made any false representation or provided information which is not

true, complete and accurate as is reasonably necessary for GHMC to make an underwriting decision; or (b) received any direct or indirect benefit, fee, commission or other consideration of value from borrower or any other party in connection with the Loan except those fees properly charged to borrower.

No Liability. GHMC shall have no liability to Broker for GHMC's failure to underwrite any Loan in accordance with the applicable guidelines except to the extent such failure constitutes willful misconduct by GHMC.

Appraisal. Broker shall comply at all times and in all respects with the provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act, including but not limited to, Title IX Subtitle F entitled "Appraisal Activities." Further, Broker shall comply with provisions of Federal Reserve Bank, Regulation Z implementing 129E of the TILA establishing requirements for appraisal independence. Finally, Broker shall comply with the applicable Appraiser Independence Requirement of Fannie Mae and/or Freddie Mac.

Financial and Licensing Information About the Broker. Broker and each of its principal officers hereby authorize GHMC to secure a consumer credit report and in addition, authorize the release to GHMC of any and all information concerning employment, financial statements, corporate records, bank accounts, credit verification and any additional information deemed necessary by GHMC. Broker and each principal officer agree that GHMC may, from time to time, request and secure additional credit reports or other information about them as GHMC, in its sole discretion, deems necessary or desirable. Regulated financial institutions acting as Broker must also submit their most recent audited financial reports on an ongoing basis as required by GHMC. In addition, where licensing and/or registration is required by applicable state or Federal law, Broker must annually also provide a copy of its current license, registration, unique identifier issued by NMLSR and must immediately notify GHMC of loss, suspension or restriction of its license or registration.

Prohibited Loans. None of the Loans submitted by Broker qualify as "high cost loans," under 12 CFR §1026.32 or higher loans under 12 CFR §1026.31.

7. Delivery of TILA Disclosure Statement. GHMC hereby appoints Broker and Broker hereby agrees to act as its agent for the sole purpose of preparing and delivering the initial Truth-In-Lending Act ("TILA") disclosure statement required by Section 1026.19(a) of Regulation Z (12 C.F.R Part 1026). Broker shall prepare such a disclosure statement for each Loan submitted by Broker that is subject to 12 C.F.R 1026.19(a) and for which GHMC is required to provide such a disclosure statement. Broker shall deliver the disclosure statement to the Borrower(s) not later than the 3rd business day after providing the Borrower's written application to GHMC or when requested by GHMC in writing. Broker shall prepare the disclosure statements using information provided by GHMC with respect to loan rates, fees, and other terms. All such disclosure statements shall be prepared in the name of GHMC. Broker shall not impose any fee on a Borrower in connection with the Borrower's application for a Loan subject to 12 C.F.R 1026.19(a), other than a bona fide and reasonable fee for obtaining the Borrower's credit history, before the Borrower has received the disclosure statement.

8. Remedies for Breach, Broker's Obligation to Repurchase, Upon the occurrence of any breach of the representations, warranties, covenants or conditions contained in this Agreement by Broker, GHMC shall have the right in its sole discretion to require Broker to repurchase the Loan or Loans affected by such breach for a price equal to the then outstanding principal balance of such Loan(s) plus (i) all accrued and unpaid interest due on such Loan(s) as of the date of repurchase, (ii) any premium or above par pricing paid by GHMC for such Loan and (iii) all other unreimbursed advances, fees, penalties, charges or expenses (including reasonable attorney fees) assessed against or incurred by GHMC in connection with the Loan(s) (the sum of such amounts, the "Repurchase Price"). Before selling or agreeing to sell any such loan, GHMC shall give Broker a right of first refusal opportunity to purchase such loan on substantially similar terms and conditions.

Broker shall provide its response to GHMC within five (5) business days of receipt of GHMC's written notice. If Broker fails to respond within such period, Broker's option to purchase is deemed waived. To the extent allowed by law, GHMC shall have the right of setoff for all amounts owed to it from Broker pursuant to this Section 8 against any amounts owed by GHMC to Broker hereunder. In addition, GHMC shall have the right to specific performance in enforcing Broker's obligation to repurchase any Loan pursuant to this Agreement. For purposes of this Section 8, a breach of representations and warranty will be deemed to have occurred notwithstanding any qualifying language in the applicable representation or warranty regarding the Broker's knowledge of such event or condition.

Any breach of this Agreement by Broker shall constitute grounds for termination by GHMC of this Agreement at its option and in its sole discretion effective immediately, but such termination shall not release the Broker from its duty to repurchase contained in the above paragraph, which shall survive termination of this Agreement.

9. Indemnity. In addition to Broker's repurchase obligations set forth in Section 8, to the extent allowed by law, Broker indemnifies and holds harmless GHMC, its shareholders, directors, officers, agents, employees, successors and assigns against any loss, damage, claim, expense, liability or cost (including reasonable attorney's fees) arising from any act or omission by Broker in connection with its obligations under this Agreement and any breach by Broker of its representations, warranties, covenants, and agreements contained in this Agreement.

10. GHMC's Non-Assumption of Liability to Broker or Third Parties. GHMC assumes no liability to Broker or to third parties with respect to Broker's activities hereunder. To the extent allowed by law, Broker shall indemnify, defend and hold GHMC harmless from and against any and all claims, losses, damages, liabilities, costs and expenses, including reasonable attorney fees and disbursements, incurred by GHMC arising out of or in connection with Broker's acts or omissions hereunder, including without limitation, Broker's acts tending to imply an employment or agency relationship with GHMC.

11. No Solicitation/Premium Recapture. Broker agrees that for a period of one year following the origination of any Loan, neither Broker, nor its employees, agents, affiliates, successors or assigns will take any action to solicit any borrower under any Loan in order to affect the refinancing of any Loan. To the extent allowed by law, Broker agrees to refund to GHMC all compensation paid by GHMC on any Loan(s) which:

- Prepay in full during the first six (6) months after the applicable closing date for such Loan(s)
- Broker has solicited in violation of this Section

12. Disclosure of Misstatement or Misrepresentation. Broker acknowledges and agrees that GHMC may report instances of Broker's material misstatements/misrepresentations in connection with a loan, or knowingly aiding a borrower to do the same, to appropriate industry watch groups, agencies, and state and federal authorities or law enforcement agencies. The submission of a loan application to GHMC containing false or misrepresented information is a federal crime and GHMC will cooperate with government agencies and law enforcement officials to pursue parties who provide false information or participate in fraudulent activity. The following are examples of activities which could lead to such actions being taken against Broker: (a) submission of inaccurate information, including false statements on loan applications and falsification of documents purporting to substantiate credit, employment, deposit balances, ownership of real property and other asset information, or false personal information concerning the borrower; (b) forgery of documents; (c) inaccurate representations of current occupancy or intent to maintain required occupancy as agreed in the application and Loan closing documents; (d) lack of due diligence or appropriate concern by Broker and its employees in obtaining and ascertaining the authenticity of all documents submitted to GHMC, and (e) acceptance of information or documentation which is known or suspected to be inaccurate, including but not limited to the concurrent processing of multiple owner-occupied Loan applications from a single applicant, or permitting an applicant or other interest party to assist in the processing of a Loan application.

13. Termination. Either party may terminate this Agreement at any time upon written notice to the other party; provided, however, that the obligations contained in this Agreement relating to all Loans originated pursuant to this Agreement shall survive such termination. Such termination shall be effective immediately upon notice to Broker by GHMC and five (5) days after receipt of written notice from the Broker to GHMC. Notwithstanding any such termination, Broker's (i) representations and warranties set forth in Paragraph 6, (ii) repurchase obligations set forth in Paragraph 8, and (iii) indemnification obligations set forth in Paragraph 9 shall survive the termination.

14. Loan Disposition. Loan approval shall be within Lender's sole discretion and Broker shall not represent that Lender has approved a loan package until Lender has issued an approval to Broker in writing. Broker agrees all loan packages submitted to Lender shall become the sole property of Lender upon a written disposition of the loan file. Broker agrees that Lender, at its option may choose to perform a quality control audit of the loan package and decline a loan submitted by Broker if there are any material misstatements or omissions of fact or other defects in the documents or information furnished by Broker. If Lender denies a loan application submitted to Lender for underwriting, and Broker does not obtain loan approval for the applicant from any other lending source, Broker agrees to issue to the applicant a denial notice that meets all requirements of the Equal Credit Opportunity Act (ECOA). Such notice shall list all denying creditors including GHMC.

15. Notice of Adverse Action. In compliance with the Equal Credit Opportunity Act, GHMC mails the adverse action to the borrower as soon as reasonably possible after the final decision is made to take adverse action.

16. Savings Clause. It is the intention of Broker and GHMC to comply with the Federal loan originator compensation regulations applicable to this Agreement contained in Regulation Z, 12 CFR §1026.36, (herein "Compensation Law"); accordingly, it is agreed that notwithstanding any provision to the contrary in this Agreement or in

any other document(s) executed in connection herewith, no such provision shall require or permit the payment or the receipt of Loan Originator Compensation not permitted by the Compensation Law. If, from any circumstance whatsoever, any Loan Originator Compensation in excess of, or not permitted by, the Compensation Law is provided for, contracted for, paid or received or adjudicated to be provided for, contracted for, paid or received, then the provisions of this paragraph shall govern and control and neither party hereto nor any other party shall be obligated to pay the amount of such Loan Originator Compensation not permitted by the Compensation Law, and the Loan Originator Compensation payable to Broker or any other Loan Originator shall be reduced to the amount and sources permitted by the Compensation Law. The receiving Loan Originator shall refund any such impermissible Loan Originator Compensation to the payor thereof immediately upon notification from Broker or GHMC, as applicable. It is further agreed that without limitation of the foregoing, all calculations of the Loan Originator Compensation provided for, contracted for, paid or received under this Agreement shall be made in accordance with the Compensation Law, as now or hereafter construed or amended.

17. Right of Offset. In addition to any other rights and remedies available to GHMC, including, without limitation, the rights and remedies of GHMC under this Agreement, GHMC shall have the right, at any time, and from time to time, without notice, to offset and to appropriate or apply any and all deposits of money or property or any other indebtedness at any time held or owing by GHMC to or for the credit of the account of Broker against and on account of the obligations and liabilities of Broker under this Agreement or any other agreement between Broker and GHMC and/or between Broker and any of GHMC's affiliates and/or subsidiaries, irrespective of whether or not GHMC or its affiliates shall have made any demand hereunder and whether or not said obligations and liabilities shall have matured. For purposes of the foregoing right to offset, the determination as to whether Broker has any obligations and liabilities under this Agreement or any other agreement between Broker, GHMC or its affiliates and the extent of such obligations and liabilities shall be made by GHMC in its sole and reasonable discretion.

18. Miscellaneous.

Governing Law. This Agreement shall be governed by the laws of the State of Tennessee. Any action arising out of this Agreement shall be initiated only in the appropriate courts of Rutherford County, Tennessee. Broker irrevocably consents to the jurisdiction of such court for any matter arising under this Agreement.

Entire Agreement: Survival. This Agreement constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, representations, and understandings. Broker's representations, warranties and covenants related to any funded mortgage loan pursuant to this Agreement shall remain in full force and in effect and shall survive any termination of this Agreement.

Confidentiality. Broker will not, at any time, give or sell any information relating to the Loans or any borrowers to any unaffiliated person or entity other than GHMC. Both parties agree to take all reasonable measures to protect the confidentiality of the other party's proprietary loan program information.

No Assignment. This agreement shall not be assigned by Broker without obtaining the prior written consent of GHMC.

Notice of Certain Matters. Broker shall notify GHMC immediately of any material change in its ownership, financial condition, principal management, the status of its applicable state or Federal mortgage-lending license/registration or equivalent documentation, or upon the occurrence of any breach of a representation or warranty set forth in this Agreement.

Notices. Unless otherwise set forth herein, any notices or other communications in this Agreement provided or permitted to be given by one party to the other, must be in writing and shall be deemed received upon receipt if personally delivered, upon receipt of electronic confirmation by the sender if transmitted by facsimile, three (3) business days after sending if delivered by certified or registered mail or upon delivery by a nationally recognized overnight courier. For purposes of notice the addresses of the parties shall be as follows (unless changed by notice to the other party pursuant to this Agreement):

GHMC

Guaranty Home Mortgage Corporation
10 Lea Avenue, Suite 800
Nashville, TN 37210

BROKER

Attorney Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

Waivers. Neither the acceptance of a Loan for purchase (which Loan contains a breach or potential breach of this Agreement of which GHMC may be aware), nor any failure by GHMC to notify Broker of a potential breach, nor any delay by GHMC in notifying Broker of an actual breach shall be deemed a waiver of any rights of GHMC under this Agreement. Any waiver by GHMC of a breach of this Agreement shall not be construed as a waiver of any other or future breach of the Agreement, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be effective unless made in writing by the waiving party.

Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions of this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.

Amendment or Modification. Any modification or amendment to this Agreement, and any future agreement between the parties, must be executed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 20____.

BROKER

Company

By: _____
Signature

Title: _____
Print or Type Name of Authorized

Date: _____

GHMC

GUARANTY HOME MORTGAGE CORPORATION

By: _____
Signature

Title: _____
Print or Type Name of Authorized

Date: _____

Exhibit A

SERVICES TO BE PERFORMED BY BROKER

In order to receive compensation under this Agreement, Broker must take a loan application and submit it to Lender and perform at least five of the following services:

- Analyze the prospective borrower's income and debt and pre-qualify the prospective borrower to determine the maximum mortgage that the prospective borrower can afford.
- Educate the borrower in the home buying and financing process, advise the borrower of the different types of loan products available and demonstrate how closing costs and monthly payments would vary under each product.
- Collect financial and credit information deemed necessary by Lender, including tax returns, bank statements, and other related documents that are part of the application process and submit those documents and information to Lender.
- Order appraisals relating to the subject property and transmit those documents to Lender.
- Order verifications of employment and verifications of deposits (when required by the selected loan program).
- Order verifications of mortgage (when required by the selected loan program).
- Order inspection or engineering reports (when required by the selected loan program).
- Maintain regular contact with borrower and Lender between the time of the application and closing to apprise them of the status of the application and to gather any additional information as needed and assist the borrower in clearing any credit problems.

Guaranty Home Mortgage Corporation

AUTHORIZATION / RELEASE FOR BUSINESSES AND INDIVIDUALS

_____(Company name),_____(City)
 _____(State) (the "Applicant") acknowledges that it is in the best interest of both Applicant and Guaranty Home Mortgage Corporation (name), Nashville (city) TN (state) ("Mortgage Lender") for Mortgage Lender to perform due diligence concerning Applicant's background and experience. Applicant's background and experience. Applicant further acknowledges that Applicant benefits from the efficiencies in the due diligence process that are possible when Mortgage Lender and other similarly-situated entities in the mortgage industry exchange information about their experiences in doing business with individuals and companies such as Applicant. Therefore, Applicant hereby consents and gives Mortgage Lender permission to submit the name of Applicant's company and any and all employees of that company for screening through any and all mortgage industry background databases, including, without limitation, databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange ("MIDEX"). Applicant understands that Mortgage Lender performs quality control reviews of the loans that Applicant submits to Mortgage Lender for registration, review, underwriting, and for purchase. Applicant understands and hereby consents to the release of information about any loan application that is believed to contain misrepresentations and/or irregularities. Applicant hereby releases and agrees to hold harmless Mortgage Lender, Mortgage Asset Research Institute, Inc., all MIDEX subscribers, and any trade associations that endorse the MIDEX system from any and all liability for damages, losses, costs, and expenses that may arise from the reporting or use of any information submitted by Mortgage lender or any other MIDEX subscriber to Mortgage Asset Research Institute, Inc., recorded in the MIDEX system, and used in any way by Mortgage Lender or any other MIDEX subscriber.

Signed For Applicant:

(Print or Type Name of Authorized)

Title _____

Company:

Address:

Date: _____

Signed For Mortgage Lender:

(Print or Type Name of Authorized)

Title _____

Company:

Guaranty Home Mortgage Corporation

Address:

10 Lea Avenue, Suite 800

Nashville, TN 37210

Date: _____

Guaranty Home Mortgage Corporation

FAIR LENDING

It is Guaranty Home Mortgage Corporation's goal to provide applicants with equal access to credit. In conducting its business, Guaranty Home Mortgage Corporation takes applications, reviews and processes loan applications with written guidelines legislated by the Federal Fair Housing Act and Equal Credit Opportunity Act and similar laws. Our policy prohibits differential treatment of applicants on the basis of their race, color, national origin, religion or creed, marital status, familial status, handicap, disability or age (provided the applicant has the capacity to enter into contract), or the fact that all or part of the applicants income is derived from a public assistance program; or the fact that the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

Guaranty Home Mortgage Corporation requires its Correspondents to conform to all Agency and Government regulatory requirements, policies and procedures as well as industry accepted lending practices.

TREATMENT OF APPLICANTS – PROHIBITED CONDUCT

It is the policy of Guaranty Home Mortgage Corporation to adhere to the Fair Lending Equal Opportunity Requirements, and to offer mortgage loans evaluating each applicant's credit profile without discriminating on any basis prohibited by law.

Guaranty Home Mortgage Corporation employees may not engage in the following types of discriminatory behavior, based on prohibited basis:

A **prohibited basis** includes discrimination based on any of the following: race or color, national origin, religion or creed, sex, marital status, familial status, age, handicap or disability, or the fact that all or any part of the applicants income is derived from any public assistance program, or the fact that the applicant has in good faith exercised any right under the federal Consumer Credit Protection Act (or for any similar state law for which the Federal Reserve Board has granted an exemption). Persons who have one or more of the factors listed above often are referred to as members of a protected class.

Examples of discriminatory behavior:

- Refusing to deal with individuals who inquire about credit.
- Discouraging inquires by delays, discourtesy or other means, or selectively encouraging applicants.
- Providing different, incomplete or misleading information to applicants.
- Failing to provide information or services regarding any aspect of the lending process (including credit availability, types of loan products, application procedures, or lending standards).
- Discussing or considering only certain types of the loan products (such as only FHA loans).
- Encouraging or providing more assistance to only certain inquiries or applicants.
- Referring certain customers to other lenders.
- Waiving or granting certain exceptions to procedures or credit standards for certain applicants and not others.
- Using different procedures or standards to evaluate applications.
- Using different procedures or standards to obtain or evaluate appraisals.
- Providing certain applicants and not others, the opportunity to explain and/or correct adverse information or to provide additional information.
- Requiring co-signers for certain applicants and not others.
- Varying the terms of credit offered, including the amount, interest rate, term or type of loan.
- Offering less favorable credit terms to certain applicants.

LOAN PRODUCTS OFFERED

Guaranty Home Mortgage Corporation makes first lien residential mortgage loans. Loans may be for the purpose of home purchase, refinance (including cash-out refinance). Guaranty Home Mortgage Corporation participates in the affordable housing programs throughout the country. It does not originate unsecured consumer loans, or loans secured by personal property. Guaranty Home Mortgage Corporation does not require a minimum loan amount, provided it is originated through a properly licensed entity to make the loan requested by the applicant in the geographic area where the property is located and provided applicable state laws permit Guaranty Home Mortgage Corporation to make a loan amount in the amount requested that is secured by real property.

FHA-INSURED MORTGAGE LOANS

Guaranty Home Mortgage Corporation is an FHA-approved, non-supervised mortgagee, with direct endorsement authority, approved to make mortgage loans to be insured under Title II of the National Housing Act.

CONVENTIONAL (CONFORMING)

Guaranty Home Mortgage Corporation is approved by Fannie Mae and Freddie Mac as a Seller / Servicer. The Corporation originates only first mortgage lien loans for sale to both investors, as well as a number of other large investors.

CONVENTIONAL (NON-CONFORMING)

Guaranty Home Mortgage Corporation originates conventional and non-conforming loans for sale to various investors. These products include Jumbo loans, certain Adjustable Rate Mortgage (ARM) loans and Niche products.

STEERING OF CONSUMERS TO PRODUCT LINES

Consumers are free to select the type of loan they wish to obtain, provided they meet with the applicable requirements. Loan Officers assist mortgagors in making decisions about the type of loan that is appropriate for them, based upon their income, debts, assets, credit standing and financial needs.

In particular, in typical cases, loan officers must: (a) provide sufficient information to applicants to enable them to make an informed decision as to the type of loan they would like to receive, and/or qualify for (b) explain to customers the requirements of the various types of loans and explain why an applicant may qualify for a certain type of loan, and not another, and (c) attempt to determine the customers' needs, both short-term and long term, and explain how different products may affect their goals, or be suitable or unsuitable for their ultimate finance and mortgage needs.

REDLINING

It is Guaranty Home Mortgage Corporation policy to provide equal access to credit to all applicants, without regard to the area in which the applicant resides or in which area the mortgage property will be located, provided the company is appropriately licensed to make a loan in the geographic area where the property is located, and offers the type of loan the applicant is seeking. All applications will be accepted. Guaranty Home Mortgage Corporation employees are prohibited from discouraging applications or refusing to take a loan application based upon the location of the mortgage property or the applicant's current residence.

I have read the foregoing and understand and agree to Guaranty Home Mortgage Corporation's position on "Fair Lending"

Company Name

(Print or Type Name of Authorized)

Signature

Date



Guaranty Home Mortgage Corporation LO Comp Agreement

This is to certify that Broker will have developed and implemented compensation plans for its Loan Originators which (1) prohibit payments to the Loan Originator/Loan Officer that are based on the loan's interest rate or other loan terms or conditions, (2) prohibit a mortgage broker or loan officer from receiving payments directly from a consumer while also receiving compensation from the creditor or another person, and, (3) prohibit a mortgage broker or loan officer from "steering" a consumer to a creditor offering less favorable terms in order to increase the broker's or loan officer's compensation.

Broker shall ensure that its policies and procedures regarding Loan Origination Compensation comply with the rules set forth in the Dodd-Frank Act, TILA, Regulation Z and the Official Staff Commentary. Broker shall take all appropriate steps to ensure that Loan Originators originate loans in compliance with the statute, regulations and commentary - to include training, automated systems controls and compliance testing.

Loan Originators must provide the consumer with loan options from a significant number of the creditors with which the Loan Originator regularly does business. For each type of transaction (i.e. fixed rate, ARM), in which the consumer expressed an interest, the loan options presented must include:

- The loan with the lowest interest rate
- The loan with lowest origination points or fees and discounted points
- The loan with the lowest interest rate without certain features, including:
 - o A prepayment penalty
 - o Interest-only payments
 - o Negative amortization
 - o A balloon payment in first seven years

Loan originators must have a good faith belief that the options presented are loans for which the consumer likely qualifies.

Loan Originators must obtain options from at least three creditors, unless the Loan Originator regularly does business with fewer than three creditors. If more than three loan options are presented, the Loan Originator must highlight the loan options that satisfy the required criteria noted in the Final Rule (the Loan options bulleted above).

Loan originators will be required to provide an anti-steering certification with each loan package submitted to Guaranty Home Mortgage Corporation.

By signing below, I certify that I have read and will be in compliance with all rules as set forth above. This addendum will be incorporated into your current contract with Guaranty Home Mortgage Corporation.

Note: All loan transactions must be in compliance with the 3% points and fees test established by the Dodd-Frank Act.

LO Compensation cannot exceed 2.75%.

Compensation Selection Range		
0.750	1.500	2.250
0.875	1.625	2.375
1.000	1.750	2.500
1.125	1.875	2.625
1.250	2.000	2.750
1.375	2.125	

Max Compensation Range (optional)
\$6,000
\$8,000
\$10,000
\$12,000
\$14,000

Broker shall receive _____% * of the principal amount of such mortgage loan as its sole and complete compensation. This amount may be updated on the 1st business day of the month and must be received no later than the 3rd business day for compensation to be effective. Compensation may not be updated any sooner than six month increments. **All State Housing Finance Agency programs will be on a strictly borrower paid basis with the exception of MCC programs.**

***Please select a compensation amount that best fits your company's business model but also ensures compliance with the points and fees thresholds set forth in Dodd-Frank. We recommend that you closely review all normal and customary fees being charged to the consumer in your market before making your final determination.**

GHMC will not accept a loan in which the points and fees exceed the thresholds described below:

Points and Fees Thresholds:

- 3% of the total loan amount for a loan greater than or equal to \$109,898
- \$3,297 for a loan amount greater or equal to \$65,939 but less than \$109,898
- 5% of the total loan amount for a loan greater than or equal to \$21,980 but less than \$65,939
- \$1,099 for a loan amount greater or equal to \$13,737 but less than \$21,980
- 8% of the total loan amount for a loan amount less than \$13,737

OPTIONAL: The maximum dollar amount payout of \$_____.00 will apply on all lender paid transactions.

Minimums will no longer be allowed under this new agreement.

Signed for Broker Company:

Print or Type Name of Authorized

Its: _____
Title

Company:

Address:

Date: _____

Signed for Guaranty Home Mortgage Corporation:

Print or Type Name of Authorized

Its: _____
Title

Guaranty Home Mortgage Corporation


10 Lea Avenue, Suite 800
Nashville, TN 37210

Date: _____

We can accept sales contracts with digital signatures. For any other docs to have digital signatures, we would need the attached completed **and** something from a GHMC authorized electronic signature provider showing that you have consent from the borrower (similar to the below screen shot) showing the transaction log. Upon GHMC's approval, loans delivered with electronic signatures on upfront/early disclosures must be documented with **electronic signature(s) containing watermarks, serial numbers, and/or transaction log.**

TWO docs needed for Electronic Signature Approval:

- Electronic Signature Certification (attached – page 3 & 4 of this doc)**
- Transaction log from YOUR e-sign provider (sample below).**



Certificate of Completion

Envelope Number: EB652F05BAE14A2681C2D78CA88B241E Status: Completed

Subject: Please DocuSign: E signature disclosure.pdf, mr builder pkgLegal.PDF, mr builder pkgLetter.PDF, mr buil...


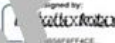

Source Envelope:

Document Pages: 41	Signatures: 50	Envelope Originator:
Certificate Pages: 5	Initials: 6	C test originator
AutoNav: Enabled		NW Smith St Ste 260
EnvelopeId Stamping: Enabled		City, MO 64239
		ctest@mtg.com

Record Tracking

Status: Original Holder: C test originator Version: DocuSign

4/10/2015 11:56:32 AM PT ctest@mtg.com

Signer Events	Signature	Timestamp
C test originator	DocuSigned by:  #123456789	Sent: 4/10/2015 12:07:01 PM PT Viewed: 4/10/2015 12:09:20 PM PT Signed: 4/10/2015 12:09:56 PM PT
Broker		
CCC Mortgage, Inc	Using IP Address: 173.208.1.32	
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered		
ID:		
Mrs. Suzi Customer	DocuSigned by:  #987654321	Sent: 4/10/2015 12:07:01 PM PT Viewed: 4/10/2015 12:12:43 PM PT Signed: 4/10/2015 12:14:36 PM PT
m@mmm.org		
Security Level: Email, Account Authentication (None)	Using IP Address: 97.65.38.194	
Electronic Record and Signature Disclosure: Accepted: 4/10/2015 12:12:43 PM PT		
ID: 1615e329-2690-4beb-b8e0-49f32e36d85	DocuSigned by:  #987654321	Sent: 4/10/2015 12:07:00 PM PT Viewed: 4/12/2015 4:40:29 AM PT Signed: 4/12/2015 4:43:57 AM PT
Z Charlie Customer		
z@cc.com		
Security Level: Email, Account Authentication (None)	Using IP Address: 98.198.5.199	

GHMC Approved EDelivery Vendors

Accenture (fka Mortgage Cadence)	Ellie Mae Encompass
Adobe Sign	Fiserv
A la mode, inc (SureDocs)	Integrated Media Management (IMM)
Calyx Software INK-it	International Document Services (IDS)
Capsilon (fka DocVelocity)	MortgageBot LLC
CIC	Mortgage Builder
Citrix Right Signature	MRG Document Technologies
CSi	National Credit-reporting System Inc (NCS)
Cogent Road	Notarize
Data-Vision, Inc Remote Docs	OneSpan
DigiSigner	Pavaso
Digital Delivery Inc	Pro Sign
DocMagic Inc	SignNow
Document Express Inc	SigniaDocs
DocuPrep	Silanis'ApproveIt
DocuSign	SureDocs
Docutech	Sutisoft
eLynx	Wave eSignSystems
eOriginal	Wolters Kluwer
Encomia	Xerox Blitzdocs

If your Electronic Signature Provider is not listed above:

Requests for approval for vendors not on GHMC's approved list must be sent to the Wholesale Liaison for approval. Requests should include the following:

- Company name and web address
- Examples of vendor compliance with E-SIGN Act, including sample electronic consent disclosure
- Sample or verification that the audit trail includes: borrower name, evidence of borrower IP address, date/time stamp of each transaction, individual document name, identification of electronic signature vendor, and evidence of borrower consent
- Copy of SSAE16, SOC2, or equivalent report to ensure that vendor is compliant with security requirements



Electronic Signatures Certification

Broker acknowledges that: (i) Broker delivers certain disclosures to residential mortgage loan applicants in an electronic format; and (ii) Broker uses electronic signature technology to obtain applicants' signature on such disclosures.

Broker accordingly certifies and agrees that:

- Broker uses electronic signature technology that reliably documents, as applicable: (i) the signatory's intent to certify or attest to the contents of the record; (ii) the signatory's intent to be bound by the terms and conditions of the record; and/or (iii) the signatory's acknowledgement of receipt of the record;
- Broker uses electronic signature technology that reliably attributes an electronic signature to a particular person;
- Broker uses electronic signature technology that: (i) reliably authenticates the identity of the signatory; and (ii) secures authentication data from unauthorized access, disclosure, and/or use;
- Broker uses electronic signature technology that logically associates an electronic signature with the particular record that the signatory intends to sign;
- Broker uses electronic records technology that allows all electronic records to be: (i) retrieved or rendered in a manner that accurately reproduces the information originally contained in that record; and (ii) stored and printed at the time of access or receipt by any person authorized to access or receive such records; and
- Broker uses electronic records technology that reliably assures the informational integrity of an electronic record, including through the use of secure timestamps, documentation of incremental updates, or other measures to preserve an audit trail of signatures and other changes to an electronic record.

Broker also certifies that, prior to obtaining a consumer's consent to receive electronic disclosures, Broker has:

- Clearly and conspicuously disclosed to the consumer any right or option of the consumer to have the record provided or made available on paper or in non-electronic form;
- Clearly and conspicuously disclosed to the consumer his or right to withdraw the consent to have the record provided or made available in an electronic form and of any conditions, consequences, or fees in the event of such withdrawal;
- Informed the consumer of the scope of the consent (*i.e.*, whether the consent applies only to the particular transaction which gave rise to the obligation to provide the record or to identified categories of records that may be provided or made available during the course of the parties' relationship);
- Described the procedures the consumer may use to withdraw consent and to update the consumer's electronic contact information;

- Informed the consumer how, after consenting, the consumer may obtain a paper copy of an electronic record upon request and whether any fee will be charged for such a copy; and
- Provided the consumer with a statement of the hardware and software requirements to access and retain the electronic records.

With respect to each consumer's consent to receive electronic disclosures, Broker also certifies that:

- The consumer has consented electronically, or confirmed his or her consent electronically, in a manner that reasonably demonstrates that the consumer can access the disclosures in the form in which they will be provided;
- The consumer has provided an email address where electronic disclosures may be delivered and also has agreed to inform Broker of any change of email address in writing or electronically; and
- If a change in the hardware or software requirements needed to access or retain electronic records creates a material risk that the consumer will not be able to access or retain a subsequent electronic record that was the subject of the consent, the Broker will provide the consumer with a statement of: (i) the revised hardware and software requirements to access and retain the electronic records, and (ii) the consumer's right to withdraw consent without incurring any fees for such withdrawal and without the imposition of any condition or consequence that was not previously disclosed.

Company Name

Signature

Printed Name

Title

Date

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
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				-			-					
or												
Employer identification number												
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				-								

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. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

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

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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