

## APPLICATION SUBMISSION CHECKLIST & INSTRUCTIONS

For your application to be processed, you must complete and return the Broker Application, Broker Agreement, W-9, Commitment to Fair and Responsible Lending and Organizational Documents. Please fax this information to 800-349-2207. If you would like to mail the package, please send, preferably by traceable means (FEDEX) to: GE Money Bank, dba WMC Mortgage, 3100 Thornton Ave., Burbank, CA 91504 Attention: Broker Approval Department. \*See your BDR to receive a preaddressed FEDEX label. If you have any questions, contact Broker Approval at: 800-578-0728/Fax 800-349-2207.

### **BROKER APPLICATION**

Complete and sign the application and include the documentation outlined in this checklist. Enter all names with complete address, fax, e-mail, city, state and zip codes.

- Principals Section:** Please complete all fields for all principal officers of the organization. If operating as a sole proprietor, please identify the owner.
- Due Diligence Section:** Please answer all four questions.
- Lender References:** Please provide three business references and contact information.
- Licenses:** Please provide all license(s) for the state you plan to broker loans to WMC Mortgage. Copies of the state issued certificates or a list of the state and license number is satisfactory.

### **BROKER ORIGINATION AGREEMENT**

Complete by reading, dating and signing the attached Broker Agreement.

- Please complete the business name and address fields on pages one and five.
- Have the document signed by two individuals identified as a principal officer.

### **BRANCH OFFICE SETUP REQUEST FORM**

- Please complete the top portion with the main office information.
- Please complete the lower fields with the branch office(s) information.
- Please sign in the space provided at the bottom of the page.

### **BROKER PLEDGE-COMMITMENT TO FAIR AND RESPONSIBLE LENDING**

- Please have the document signed by an individual identified as a principal officer.

### **W-9**

- Please complete the name and address fields and identify your corporate designation.
- Enter your tax ID / social security number in Part I.
- Sign and date the form in the spaces provided in Part II.
- If you mark the other box and write-in LLC, also designate per W-0 instructions (page 2), if you are a sole proprietor, corporation or partnership.

### **4506-T**

- Please complete fields 1a thru 4.
- Identify the type of tax form you file on field 6.
- Please have an officer or the owner of your firm sign and date the form in the space provided at the bottom of the page.

### **ORGANIZATIONAL DOCUMENTS IMPORTANT: Attach all Documents behind cover sheet when faxing.**

- Please provide your Corporate Resolution.
- If operating as a Corporation: please provide a copy of your Articles of Incorporation.
- If operating as a LLC: please provide a copy of your Articles of Organization.
- If operating as a Partnership: please provide a copy of your Partnership Agreement.

## Company/Broker Information

WMC Account Representative: \_\_\_\_\_

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

Doing Business As (DBA): \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**If LLC, check two boxes, otherwise check one box:**

Sole Proprietor

Partnership

Corporation

LLC

Business Start Date: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Please identify the number of individuals employed by your organization: [please circle number of employees]

1 – 5 employees      5-10 employees      10 – 25 employees      25+ employees

## Corporate Filing Information

Date Incorporated: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_

Federal I.D. No: \_\_\_\_\_ If no Federal I.D. No., Social Security No.: \_\_\_\_\_

## License/Approval

Broker name license was issued to: \_\_\_\_\_

Corporate License #: \_\_\_\_\_ Date Issued: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Broker's Home Address: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_ Social Security: \_\_\_\_\_

*If licensed or approved by any of the following please complete information required.*

FHA/HUD No. \_\_\_\_\_  Freddie Mac No. \_\_\_\_\_

Fannie Mae No. \_\_\_\_\_  Veterans Affairs No. \_\_\_\_\_

## Operating States and Licenses

State: \_\_\_\_\_ License Type: \_\_\_\_\_

License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Exemption: \_\_\_\_\_

State: \_\_\_\_\_ License Type: \_\_\_\_\_

License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Exemption: \_\_\_\_\_



# BROKER APPLICATION

State: _____	License Type: _____
License Number: _____	Expiration Date: _____ Exemption: _____
State: _____	License Type: _____
License Number: _____	Expiration Date: _____ Exemption: _____
State: _____	License Type: _____
License Number: _____	Expiration Date: _____ Exemption: _____

## Estimated Loan Volume

Please project the number of loans you expect to submit to WMC in the next 30 days: [circle one]

**No submissions                  1-3 loans                  3-5 loans                  5+ loans**

Please estimate the percentage of your total loan volume that you expect to submit to WMC: [circle one]

**Less than 25%                  25-50%                  50-75%                  75-100%**

## DISCLOSURE/DUE DILIGENCE

1. Has your company ever been suspended from selling or servicing mortgages by an investor? If yes, please provide explanation: \_\_\_\_\_
2. Has your company, and/or principals or corporate officers, been named as defendant in a lawsuit for alleged fraud or misrepresentation in connection with any real estate related activity? If yes, please provide explanation: \_\_\_\_\_
3. Has your company, and/or principals or corporate officers, been named as defendant in a criminal proceedings/complaint/conviction for alleged fraud or misrepresentation in connection with any real estate related activity? If yes, please provide explanation: \_\_\_\_\_
4. Has your company, and/or principals or corporate officers, ever had a real estate or other professional license suspended, revoked or received any other disciplinary action from a regulatory agency? If yes, please provide explanation: \_\_\_\_\_

## PRINCIPAL/OFFICER/OWNER/MEMBER INFORMATION

**Please complete all fields for all individuals/officers with the authority to act on behalf of the applying organization.** *This information is required to run the background check we perform on potential brokers and we will be unable to proceed with the application if it is not provided.*

### OFFICER I

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Social Security No.: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
Residence Phone: \_\_\_\_\_  
Number of years in  
Mortgage Lending  
Business? \_\_\_\_\_

### OFFICER II

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Social Security No.: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
Residence Phone: \_\_\_\_\_  
Number of years in  
Mortgage Lending  
Business? \_\_\_\_\_

### OFFICER III

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Social Security No.: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
Residence Phone: \_\_\_\_\_  
Number of years in  
Mortgage Lending  
Business? \_\_\_\_\_

### OFFICER IV

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Social Security No.: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
Residence Phone: \_\_\_\_\_  
Number of years in  
Mortgage Lending  
Business? \_\_\_\_\_

Please attach a separate sheet if additional space is required.



## FINANCIAL & INSURANCE INFORMATION

PLEASE COMPLETE ALL FIELDS BELOW

### Statement of Income For the Year Ended

Year End Date [mm/dd/yy]: \_\_\_\_\_

Total Revenues: \_\_\_\_\_

Total Expenses: \_\_\_\_\_

Income before Taxes \_\_\_\_\_

Net income \_\_\_\_\_

### Statement of Income For the Most Recent Quarter

Quarter Ended [mm/yy]: \_\_\_\_\_

Total Revenues: \_\_\_\_\_

Total Expenses: \_\_\_\_\_

Income before Taxes \_\_\_\_\_

Net income \_\_\_\_\_

CPA or Tax Preparer: \_\_\_\_\_

CPA or Tax Preparer's Contact Telephone \_\_\_\_\_

CPA or Tax Preparer's Address \_\_\_\_\_

\_\_\_\_\_

### **E&O Insurance Information**

E&O Policy Number \_\_\_\_\_ Amount \_\_\_\_\_

E&O Insurance Issuing Company Name \_\_\_\_\_

Agent's Name \_\_\_\_\_

Agent's Contact Telephone \_\_\_\_\_

Agent's Fax Number \_\_\_\_\_

### **Fidelity Bond Information**

Fidelity Bond Policy Number \_\_\_\_\_ Amount \_\_\_\_\_

Fidelity Insurance Issuing Company Name \_\_\_\_\_

Agent's Name \_\_\_\_\_

Agent's Contact Telephone \_\_\_\_\_

Agent's Fax Number \_\_\_\_\_

### Balance Sheet

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

#### **Assets:**

Cash and cash equivalents \_\_\_\_\_

Accounts receivable \_\_\_\_\_

Total Assets \_\_\_\_\_

#### **Current Liabilities:**

Accounts payable: \_\_\_\_\_

Long-term liabilities: \_\_\_\_\_

Stockholder's Equity: \_\_\_\_\_

Common stock \_\_\_\_\_

Additional paid-in-capital \_\_\_\_\_

Retained earnings \_\_\_\_\_

Total Stockholder's Equity \_\_\_\_\_

#### **Total Liabilities and Stockholder's Equity**

\_\_\_\_\_



# BROKER APPLICATION

## CERTIFICATION OF ACCURACY

I certify that all of the above information provided in this application is true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Broker/Owner/Corporate Officer Signature Date

**Broker Origination Agreement**

**This Broker Origination Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between GE Money Bank, a federal savings bank, doing business as WMC Mortgage ("GE Money Bank"), and \_\_\_\_\_, a \_\_\_\_\_ ("Broker").**

WHEREAS, GE Money Bank is in the business of originating loans secured by residential real property; and

WHEREAS, Broker is in the business of submitting to lenders loan application packages on behalf of its clients who are seeking loans secured by their residential real property;

NOW, THEREFORE, GE Money and Broker enter into this Agreement for the purpose of Broker submitting loan application packages to GE Money Bank for GE Money Bank's consideration on the following terms and conditions, intending to be legally bound:

**1. Nature of Lender/Broker Relationship.** Broker shall prepare and submit to GE Money Bank loan applications and related information and documentation, as required and communicated to Broker by GE Money Bank from time-to-time by way of program information and procedures. GE Money Bank may accept such loan applications on behalf of itself or any of its affiliates that are also in the business of originating loans secured by residential real property, including without limitation, WMC Mortgage Corp., a California corporation (each such affiliate, collectively, with GE Money Bank, "Lender"). Lender shall underwrite each application and, in its sole discretion, approve or decline such applications. The relationship between Lender and Broker shall be that of independent contractor; Broker is not the agent of Lender. Broker shall have no authority, and shall refrain from representing that it has authority, to bind or commit Lender with respect to the terms or approval of any loan application. The relationship is non-exclusive; Lender and Broker are free to do business with any other lenders and brokers they choose. This Agreement may be terminated by either party upon delivery of written notice to the other party.

**2. Nature of Broker/Applicant Relationship.** Broker acknowledges that to the fullest extent permitted by applicable law, Broker is not acting as the loan applicant's agent. Notwithstanding the foregoing, Broker, in submitting loan applications, is responsible for keeping the applicant fully informed as to the status of the application. Lender shall keep Broker informed of such status, and Broker agrees to accurately and promptly pass all such information on to the applicant. Accordingly, Broker will communicate all loan terms and conditions to applicant, including without limitation, changes that occur during the origination process, as well as the status of the application and outstanding conditions that need to be fulfilled. Broker also agrees to provide services directly to the applicant, which services will vary from applicant to applicant depending upon the applicant's individual credit and financial circumstances as well as the specific property for which financing is sought. Broker's services shall include those set forth on Exhibit "A" attached to this Agreement. Broker is responsible for arranging the amount of compensation and any fees payable to Broker directly with each applicant, and agrees to provide this information to Lender at the earliest opportunity in the application process. Broker shall be responsible for reviewing all loan product pricing options with each applicant and shall inform the applicant of any compensation to be paid by Lender to Broker as a result of the selection of a particular product. Broker shall update the applicant in this regard if any aspect of the applicant's loan transaction changes.

**3. Branches.** Lender shall have no obligation to accept application packages from Broker's branch offices, other than those branches listed on Exhibit "B" attached to this Agreement that are approved by Lender in its sole discretion. Broker agrees that it is fully responsible for all applications submitted by any branch of Broker, whether or not listed on Exhibit "B" attached to this Agreement. In the event that Broker wishes to authorize additional branches to submit applications, Broker must notify Lender in writing of such fact, complete the branch setup form and any other then-applicable Lender requirements, and obtain prior written approval from Lender. Regardless of whether Lender has approved a particular branch of Broker, Broker agrees that any application submitted by or on behalf of Broker, or by or on behalf of any branch of Broker, shall be subject to the terms of this Agreement and that Broker shall be fully liable for such application and all of the terms and conditions of this Agreement shall apply to any and all such applications and loans which may be originated in connection therewith.

**4. Closing.** Prior to the closing of a loan, GE Money Bank or one of its affiliates shall inform Broker of the name of the entity that will originate the loan. Loans approved by Lender shall be closed in Lender's name on forms and by

settlement agents approved by Lender. Where applicable, Broker shall ensure that an insured closing protection letter is obtained in connection with the closing of each loan. In some cases, Lender and Broker may agree that loans will be closed in Broker's name, using funds provided by Lender at closing. Broker agrees to fully cooperate with Lender in the processing of any application submitted and, upon the reasonable request of Lender prior or subsequent to funding, perform all such further acts as may be required to effect the transactions provided for in this Agreement.

**5. Broker Representations and Warranties.** Broker represents, warrants, and covenants as of the date of this Agreement and with the submission of each application and its related documentation: (i) that it has all requisite authority to enter into this Agreement and to execute the transactions contemplated hereunder; (ii) that it is in compliance in all material respects with all applicable federal, state and local laws and regulations and has all federal, state and local licenses, permits and other authorizations of governmental authorities used or required to conduct the business of brokering loans in all jurisdictions in which it operates (collectively, "Licenses"), including without limitation, the jurisdiction where the property that is the subject of any application submitted to Lender is located, and Broker has not received any notice that revocation, termination or suspension exist; (iii) that the entering into and performance under this Agreement shall not cause Broker to violate the terms of any governing organizational instrument of Broker or any other instrument or agreement to which Broker is a party; (iv) that there is no action, suit, proceeding or investigation pending or threatened against Broker which may result in a material adverse change in Broker's business or financial condition or its ability to perform under this Agreement; (v) Broker does not believe, nor does it have any reason or cause to believe, that it cannot perform in all material respects each and every covenant and obligation contained in this Agreement; (vi) each person to whom Broker provided a broker code that was issued by Lender has authority to bind Broker; and (vii) each of its branches complies with all applicable law governing branches, including without limitation, requirements regarding the employment status of loan originators, branch licensing, and loan originator licensing/registration. Broker further represents and warrants that all information regarding Broker submitted to Lender, and that may be submitted to Lender in the future, is true, accurate and complete in all respects and none of the foregoing omits to state a fact necessary to make the statements contained herein or therein in light of the circumstances under which they were made not misleading.

**6. Loan Representations and Warranties.** Broker represents, warrants, and covenants as to each loan application submitted to Lender, as of the date of submission and the date of funding:

a. Broker has full right and authority to assign and transfer each loan application to Lender, not subject to any other person's interest or lien therein;

b. The application was taken and processed by Broker and such application and all documentation and information provided to Lender by Broker was produced in full compliance with all applicable federal, state, and local laws and regulations. Broker specifically acknowledges its obligations to comply with laws and regulations governing "Fair Lending."

c. All documentation and information submitted to Lender by Broker in connection with a loan application is true and correct in all material respects and does not fail to include any information the exclusion of which would cause such documentation to be misleading.

d. Neither Broker nor Broker's employees, agents, and contractors engaged in any fraudulent activity and no fraud has occurred by act or omission of any person in connection with the application or the processing of the application or the origination of the loan.

e. The appraisal obtained by Broker provides a bona fide market value of the property to be mortgaged and was performed by an independent appraiser who holds all required licenses or approvals in the jurisdiction the real property is located and has no interest, direct or indirect, in the real property and whose compensation is not affected by the approval or declination of the loan application. Broker has taken reasonable steps, consistent with steps that a responsible Broker would take, to ensure that each appraisal is accurate and that property values are not inflated. Lender shall not be responsible for the cost of such appraisal.

f. The property to be mortgaged consists of a single parcel of real property with a single family residence erected thereon, or a two-to four-family dwelling, or an individual unit in a planned unit development or condominium project, none of which is a mobile home, a boat, a cooperative apartment or a manufactured dwelling. No portion of the property to be mortgaged is used for commercial purposes.

g. All settlement service providers selected by Broker, including without limitation, appraisers, title agents, title insurance companies, closing agents, and escrow agents, will perform their services (i) in compliance with all laws and regulations; (ii) in accordance with Lender's policies; and (iii) in accordance with the highest standards in the industry.

h. In the event that Broker has conducted negotiations with an applicant in a language other than English, Broker has notified Lender of this fact in writing, and Broker has complied with all applicable requirements regarding the provision of documents in the language which was used to conduct negotiations.

i. Broker has or will promptly develop procedures that support Lender's compliance with requirements imposed by the laws to prevent money laundering and terrorism, including, without limitation, the Bank Secrecy Act, the USA Patriot Act and FACTA. At a minimum, Broker shall do the following:

1) Provide the notice below (in compliance with 31 CFR Part 103, § 103.121(b)(5)(iii)) to all loan applicants simultaneous with the taking and processing of the loan application:

"USA PATRIOT ACT NOTICE

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a mortgage loan account.

What that means for you: When you open a mortgage loan account, you will be asked for your name, address, date of birth, and other information that will allow the lender to identify you. The lender may also ask to see your driver's license or other identifying documents."

2) Develop and implement a process of referring suspicious activity to Lender for the timely filing of suspicious activity reports with Lender's regulator(s).

**7. Remedies for Breach.** Each Lender, including any affiliate of GE Money Bank, that originates or purchases a loan from Broker pursuant to this Agreement shall be entitled to rely on all of the agreements, covenants, representations or warranties contained in this Agreement as though it were a party hereto, and the terms and provisions of this Agreement, including without limitation, the provisions of this Section 7 and Sections 8 and 9 below, shall inure to each such Lender automatically without the need for any writing or memorialization. In the event that Lender suffers any loss or incurs any costs, damages, losses, expense, or liability as a result of Broker's breach of its agreements, covenants, representations or warranties contained in this Agreement, upon written notification from Lender, Broker shall have five (5) days to cure such default (or if Lender is not adversely impacted in any way, up to 15 days to cure such default), and in the event that such default is not cured, or in the case of a default that cannot be cured, Broker shall immediately pay to Lender the full amount of any costs, damages, losses, expense or liability which Lender has incurred as a result of Broker's breach. Broker agrees that any such breach which results in the impairment of a loan originated hereunder may result in Lender being required to repurchase such loan from a subsequent investor, and will cause Lender to exercise certain remedies, including, but not limited to, resale at a discount or foreclosure and sale of collateral, which may result in costs, damages, losses, expense, or liability subject to reimbursement by Broker pursuant to this paragraph. Lender shall have full discretion to deal with such impaired loans as it sees fit so long as Lender exercise good faith in making such determinations, and shall not be required to consult with or give notice of such actions to Broker. Broker further agrees that in the event a loan originated hereunder is rescinded by the borrower, that Broker shall refund to Lender all broker compensation fees paid by borrower or Lender whether such compensation or fees were paid through or outside of closing.

**8. Indemnification.** In addition to any remedies available to Lender under this Agreement, at law or in equity, Broker shall indemnify Lender and its agents, affiliates, assigns, officers, directors and employees (each a "Lender Indemnitee") from and hold them harmless against all losses, claims, demands, liabilities, damages, penalties, fines, forfeitures, costs (including court costs and reasonable attorneys' fees), judgments, and any other costs, fees and expenses resulting or arising from: (i) any breach of any representation, warranty or obligation of Broker set forth in, or made pursuant to, this Agreement; or (ii) the negligence, fraud or a material omission on the part of Broker in receiving or processing any loan originated pursuant to this Agreement.

**9. Early Refinance.** Broker agrees not to solicit a borrower to refinance a loan originated under this Agreement within the first 12 months of the funding date, and will not for compensation or otherwise prepare or disseminate any list of borrowers arising from applications submitted to Lender. Notwithstanding the foregoing, the prohibition on solicitation does not apply if borrower contacts Broker, without any prompting from Broker, to initiate an application.

Broker further agrees not to originate a loan under this Agreement that does not provide a tangible net benefit to the borrower. In the event that Broker causes any loan originated hereunder to be paid off within twelve (12) months of the funding date, Broker shall reimburse Lender for the full amount of any compensation paid by Lender to Broker for the origination of the loan.

**10. Background Check of Broker.** Broker acknowledges that Lender will conduct a background check on Broker and each of its executive officers, owners/partners, members, and managers ("Key Persons"). Broker authorizes Lender to perform background checks of Key Persons as part of Lender's initial approval process and on a periodic basis. Broker shall provide to Lender financial statements at the time of application and as requested from time to time by Lender. All financial statements and reports must be in a form and substance acceptable to Lender. Broker shall provide annual and renewal evidence of Fidelity Bond(s) and Errors and Omissions Insurance (as applicable).

**11. Compliance with Law.** Broker is responsible for compliance with all applicable laws and regulations in the jurisdictions in which it operates. Broker must notify Lender in writing within five (5) days of (i) being contacted by a regulatory agency that Broker is under investigation for violating any law or regulation; or (ii) receiving a complaints involving a putative class action lawsuit.

**12. Confidential Information.** Broker agrees to comply with all applicable laws and regulations regarding privacy and data security.

a. *Treatment of Customer Information:* Broker throughout shall maintain in strict confidence and shall not use any nonpublic personal information relating to consumer customers received from Lender or obtained as a result of services performed for Lender ("Customer Information") for any purpose, except as necessary in the ordinary course of business to perform the services specified under this Agreement. Broker will implement appropriate administrative, technical, and physical safeguards and other appropriate measures to protect the security, confidentiality and integrity of nonpublic personal information relating to consumer customers of Lender and other Customer Information received by Broker from or on behalf of Lender, all as may be appropriate to meet the objectives of the federal Gramm-Leach-Bliley Act, 15 USC §§ 6801 et seq. (the "GLB Act"), its implementing regulations, and the guidelines issued pursuant to § 501 of the GLB Act. These measures shall be designed to ensure the security and confidentiality of Customer Information, protect against any anticipated threats or hazards to the security or integrity of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer. Broker shall promptly provide Lender with information regarding any failure of its security measures or any security breach related to Customer Information.

b. *Broker's Subcontractors to Whom Customer Information is Provided:* Broker will ensure that any third party to whom it transfers or provides access to Customer Information signs a written contract in which it agrees (i) to restrict its use of Customer Information to the use specified in the agreement between the Broker and the third party (which use must be in conjunction with Broker's performance of its obligations hereunder); (ii) to comply with all applicable laws; and (iii) to implement and maintain appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of all Customer Information as provided herein. Broker will also be responsible for any unauthorized use or disclosure by any third party to whom it transfers or provides access to Customer Information to the same extent as if Broker had itself used or disclosed such information.

**13. Inspection and Maintenance of Records.** Broker shall permit, at Lender's option, Lender, Lender's regulators, internal auditors, and/or independent auditors chosen by Lender, to investigate Broker's operations and business, and to investigate and copy Broker's files pertaining to loan application packages submitted to Lender. Broker shall maintain in its possession, available for such inspection and copying, all documentation and records relating to Broker's compliance with the terms of this Agreement. Broker agrees to retain all documentation and correspondence pertaining to this Agreement and any transactions hereunder for the period required by applicable federal or state laws and regulations or in accordance with Lender's record-keeping guidelines (seven years), whichever provides for the longest retention period.

**14. Arbitration.** The parties agree that any claim, demand or cause of action which arises out of or is related to this Agreement, shall be resolved before a single arbitrator by binding arbitration in Los Angeles, California in accordance with then-current Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall decide any claim, demand, or cause of action according to laws of the State of California, without regard to conflicts of laws provisions. The parties further agree that the arbitrator shall direct the losing party to pay the prevailing party its reasonable attorneys fees and out of pocket expenses, including arbitration and expert witness fees and costs, incurred in connection with such dispute.

**15. General Provisions.** This Agreement (including the attached Exhibits), along with Lender's product guidelines, policies and procedures as provided to Broker from time to time as well as Lender's zero fraud tolerance and fair lending compliance policies, that are posted and maintained at wcmortgage.com, constitutes the entire Agreement between the parties and supercedes any and all prior written or oral agreements between the parties as to the subject matter hereof and may not be modified or amended except in writing which is signed by both parties. Broker may not assign this Agreement. Lender may assign this Agreement, in whole or in part, upon written notice to Broker. This Agreement shall inure to the benefit of and be binding upon the parties hereto and Lender's successors and assigns. In the event that any provision of this Agreement is held to be invalid, the same shall not affect the validity of the remainder of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws provisions. In the event that judicial proceedings are required to enforce any term(s) of this Agreement, including without limitation, the agreement requirement to arbitrate disputes, each party agrees to submit to the jurisdiction of Los Angeles County Superior Court, and to waive any arguments related to the selection of that venue, including without limitation, the doctrine of forum non-conveniens. The prevailing party in any judicial proceeding regarding this Agreement shall be entitled to recover from the losing party its reasonable attorneys fees and out of pocket expenses incurred in connection with such dispute. This Agreement may be executed in one or more counterparts. Any changes to information provided to Lender at the time of application must be reported to Lender within five (5) calendar days of the change. Notices or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon actual delivery or upon the mailing by registered or certified mail, courier or overnight express delivery to the address of each party set forth below or to such other address as either party shall designate in writing:

If to Lender: GE MONEY BANK, dba WMC Mortgage  
 3100 Thornton Avenue  
 Burbank, CA 91504  
 Attn: Broker Approval Department

If to Broker: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 FAX: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_

By signing this Agreement, Broker consents to receive fax or email correspondence, or both, sent by or on behalf of Lender. Broker may opt out of receiving faxes and emails from Lender by notifying Lender in writing via mail at the above address or via fax at 800-349-2207.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

GE MONEY BANK  
 a federal savings bank

Broker/ Company Name:  
 \_\_\_\_\_

Corporate Designation:  
 \_\_\_\_\_

Signature of Principal Officer(s):  
 \_\_\_\_\_

By: \_\_\_\_\_

Title(s):  
 \_\_\_\_\_

Its: \_\_\_\_\_

\* Agreement must be executed by two (2) executive officers/partners/managing members of Broker, as applicable. In the alternative, only one executive officer/partner/managing member is required to execute the Agreement if Broker submits a corporate resolution (or equivalent) that authorizes the execution of the Agreement.

### EXHIBIT "A" TO BROKER ORIENTATION AGREEMENT SERVICES PROVIDED BY BROKER

In connection with submitting completed loan application packages to Lender for processing and loan approval consideration, Broker agrees to provide the following services:

1. Broker will educate prospective loan applicants (Applicants) about the home buying and financing process and will advise Applicants about the different types of loan products available from Lender, and demonstrate how closing costs and monthly payment would vary under each product.
2. Broker will analyze Applicants' income and debt and pre-qualify Applicants to determine the maximum mortgage that Applicants may be able to afford.
3. Broker will assist Applicants in selecting a loan program.
4. Broker will discuss with Applicants the general underwriting ratios and general property underwriting guidelines of Lender.
5. After providing such counseling and pre-qualification services, Broker will assist Applicants in completing a mortgage loan application.
6. Broker will collect applicant financial information and such other related documents that are required by lender as part of the loan application process. In the event such information is not available at time of application, Broker will work diligently with Applicants to obtain such information and promptly forward the material to Lender.
7. Broker will discuss Lender's procedures and loan pricing options available to Applicants.
8. Broker will provide Applicants with a copy of the U.S. Department of Housing and Urban Development's booklet "Settlement Costs" and a properly completed Good Faith Estimate within three (3) business days after the loan application is received or prepared in full compliance with the requirements of RESPA.
9. Broker will provide Applicants with a properly completed Truth in Lending Disclosure Statement within three (3) business days after the loan application is received or prepared in full compliance with the requirements of Regulation Z of the Truth in Lending Act.
10. In the event Applicants express interest in applying for an adjustable rate mortgage loan, at the time the application form is provided or before the Applicants pay a non-refundable fee, whichever is earlier, Broker will provide Applicants with a copy of the Federal Home Loan Bank Board's booklet entitled "Consumer Handbook on Adjustable Rate Mortgages" and a loan program disclosure for each adjustable rate mortgage loan program for which Applicants express interest.
11. Broker will provide Applicants with such other forms, disclosures and/or documents that are otherwise required to be provided by Broker to Applicants under applicable local, state and federal laws, rules and regulations that are applicable to Broker.
12. Broker will order a property appraisal report reflecting the bona fide market value of the subject property from an appraiser who is duly qualified, licensed and who has no financial or other interest in the transaction.
13. Broker will initiate all necessary processing related verification forms, including verifications of employment and deposit.
14. Broker will initiate requests for mortgage and other loan verifications.
15. Broker will assist Applicants in understanding and clearing credit problems.
16. Broker will provide the completed loan application package to the Lender designated branch office for loan processing. The loan application package shall contain the completed loan application form, copies of all disclosures delivered to Applicants and all other Lender required documentation.
17. Broker will maintain a "conversation log" to document all contact with Applicants from the date of application through the date of loan closing.
18. Broker will maintain contact with Applicants, builders/realtors and others involved in the transaction, as applicable, between application and closing to apprise them of the status of the application and to gather any additional information as needed to assist Lender in processing, underwriting and, if approved, closing and funding the loan.
19. In the event of loan approval, Broker will assist Lender in coordinating the loan closing and obtaining any documents, which may be reasonably requested by the closing and post closing departments of Lender.

# BRANCH SET-UP FORM

## EXHIBIT "B" TO BROKER ORIENTATION AGREEMENT APPROVED BRANCHES

ACCOUNT EXECUTIVE: \_\_\_\_\_

### BROKER CORPORATE OFFICE INFORMATION

Company Name \_\_\_\_\_  
DBA \_\_\_\_\_  
DBA \_\_\_\_\_  
Principal Officer/s \_\_\_\_\_  
Tax ID \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

The corporate office assumes responsibility for notifying Lender of any branch closures and/or revocations of business licenses.

### BRANCH OFFICE INFORMATION

#1 Branch Manager \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_  
#2 Branch Manager \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_  
#3 Branch Manager \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Email Address : \_\_\_\_\_  
Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

### \* Signature

\_\_\_\_\_  
(Must be principal officer or other authorized signer of corporation)  
Please provide a copy of current branch licenses. Use a separate sheet to list additional offices

## WMC Mortgage Broker Pledge – Commitment to Fair and Responsible Lending

### WMC MORTGAGE BROKER PLEDGE – COMMITMENT TO FAIR AND RESPONSIBLE LENDING

GE Money Bank, dba WMC Mortgage and its affiliates (collectively, “WMC”) are committed to fair and responsible lending throughout the loan origination process. WMC monitors its application and loan data, including loan pricing, on an on-going basis to ensure that all business is conducted in a manner consistent with our commitment to our borrowers and the community. WMC expects and requires each broker with whom we maintain a relationship to employ appropriate policies and procedures to ensure that there is neither the existence nor the appearance of illegal discriminatory behavior. Should such activity be identified, WMC will take appropriate action, up to and including the termination of the broker relationship.

WMC is also committed to the success of our valued brokers. Any broker can contact the WMC Legal/Compliance Department or their Business Development Representative (BDR) to take advantage of the tools and support available to you at no cost, including:

- Statistical evaluation of broker’s individual business and pricing data
- Fair lending program and policy development
- Fair lending training for brokers and staff
- WMC contacts for additional tools and support

By signing and returning this form, you (Broker) affirm that you will review the WMC Fair Lending Plan and abide by the Plan’s principles. We may amend the Plan in the future and will make updates available to you either in print or via the Internet. You will further agree to employ policies and procedures appropriate to your business to ensure that every aspect of the origination process is conducted in a fair and responsible manner, and does not have either an illegal discriminatory impact on a protected class, or the appearance of one. Finally, you will affirm your knowledge of WMC’s commitment to both its borrowers and its brokers, and the availability of a wide range of Broker support tools.

**In addition, as an approved Broker, you acknowledge and affirm the following:**

1. The Broker will, at all times, submit loans that fully comply with all applicable federal, state and local laws and regulations related to mortgage lending – including, but not limited to, disclosing all fees on the Good Faith Estimate (GFE) and providing the borrower with all required disclosures.
2. The Broker will comply with all federal and state fair lending laws, including the Home Mortgage Disclosure Act (HMDA), the Equal Credit Opportunity Act (ECOA) and the Fair Housing Act (FHA).
3. The Broker agrees that WMC will not originate or purchase any loan that is a “high-cost” or “covered” loan, as defined by Section 32 of the Home Ownership Equity Protection Act (HOEPA), and any similar state or local statute.
4. The Broker will carefully analyze each applicant’s financial situation, to assess their true ability and willingness to repay the loan. The broker will not submit a loan to WMC if the applicant does not have the ability to repay. The broker will also avoid loan steering – the practice of submitting an application for a non-prime loan for a borrower who is eligible for, and whose needs are best met by, a prime loan.
5. The Broker will be licensed, or validly exempt from licensing, in all states where business is conducted.
6. The Broker will, to the best of their knowledge, ensure that all loan applications contain no false or misleading information. This includes, but is not limited to, an assurance of the following: a) the true source of the down payment is disclosed to WMC; b) the appraisal is a true and independent assessment of the value of the collateral property; and c) the applicant’s income is accurately disclosed and calculated.
7. The Broker will affirm WMC’s commitment to a zero tolerance policy for mortgage fraud. Any fraud discovered by WMC will be reported to the appropriate licensing and criminal authorities.
8. The Broker agrees to deliver all required disclosures and documents to each borrower, to ensure that the borrower fully understands the terms, conditions, risks and benefits of the loan.
9. The Broker will agree to the terms of WMC’s Anti-Predatory Lending Policy, and Best Practices Policy. Also, the broker will comply with all WMC policies and procedures applicable to broker loan originations.
10. The broker will ensure that all of its employees have read, understood and agreed to the WMC Broker Pledge -- Commitment to Fair and Responsible Lending.

\_\_\_\_\_  
Broker of Record

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Principal Officer

\_\_\_\_\_  
Date

**Request for Taxpayer  
Identification Number and Certification**

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

**Print  
or  
type**

See  
**Specific  
Instruc-  
tions** 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 2. 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 2.

Social security number
------------------------

**OR**

Employer identification number
--------------------------------

**Note.** If the account is in more than one name, see the chart on page 3 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 3.)

<b>Sign Here</b>	SIGNATURE OF U.S. person	<b>Date</b>
------------------	--------------------------	-------------

**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.

**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).

**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.

**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 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 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See 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 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>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 3 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](http://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](http://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](http://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.

b. So-called trust account that is not a legal or valid trust under state law

The actual owner<sup>1</sup>

5. Sole proprietorship or single-owner LLC

The owner<sup>3</sup>

**For this type of account:**

**Give name and EIN of:**

6. Sole proprietorship or single-owner LLC

The owner<sup>3</sup>

7. A valid trust, estate, or pension trust

Legal entity<sup>4</sup>

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

**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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>

<sup>1</sup>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.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>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.

<sup>4</sup>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.



## General Instructions

**Purpose of form.** Use Form 4506-T to request tax return information. You can also designate a third party to receive the information. See line 5.

**Tip.** Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

**Where to file.** Mail or fax Form 4506-T to the address below for the state you lived in when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

**Note:** If you are requesting more than one transcript or other product and the chart below shows two different service centers, mail your request to the service center based on the address of your most recent return.

### Chart for individual transcripts (Form 1040 series and Form W-2)

If you filed an individual return and lived in:	Mail or fax to the "Internal Revenue Service" at:
District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New York, Vermont	RAIVS Team Stop 679 Andover, MA 05501  978-247-9255
Alabama, Delaware, Florida, Georgia, North Carolina, Rhode Island, South Carolina, Virginia	RAIVS Team P.O. Box 47-421 Stop 91 Doraville, GA 30362  678-530-5326
Arkansas, Kansas, Kentucky, Louisiana, Mississippi, Oklahoma, Tennessee, Texas, West Virginia	RAIVS Team Stop 6716 AUSC Austin, TX 73301  512-460-2272
Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nebraska, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, Wyoming	RAIVS Team Stop 38101 Fresno, CA 93888  559-253-4990
Connecticut, Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, North Dakota, Ohio, Wisconsin	RAIVS Team Stop 6705-B41 Kansas City, MO 64999  816-823-7667
New Jersey, Pennsylvania, a foreign country, or A.P.O. or F.P.O. address	RAIVS Team DP 135SE Philadelphia, PA 19255-0695 215-516-2931

### Chart for all other transcripts

If you lived in or your business was in:	Mail or fax to the "Internal Revenue Service" at:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Georgia, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Tennessee, Texas, Utah, Washington, Wyoming	RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409  801-620-6922
Connecticut, Delaware, District of Columbia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia, Wisconsin	RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250  859-669-3592
A foreign country, or A.P.O. or F.P.O. address	RAIVS Team DP 135SE Philadelphia, PA 19255-0695  215-516-2931

**Line 1b.** Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

**Line 6.** Enter only one tax form number per request.

**Signature and date.** Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506-T within 60 days of the date signed by the taxpayer or it will be rejected.

**Individuals.** Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

**Corporations.** Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

**Partnerships.** Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

**All others.** See Internal Revenue Code section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

**Documentation.** For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the Letters Testamentary authorizing an individual to act for an estate.

### Privacy Act and Paperwork Reduction Act Notice

We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. Sections 6103 and 6109 require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, and the District of Columbia for use in administering 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 are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form, 10 min.; Preparing the form, 12 min.; and Copying, assembling, and sending the form to the IRS, 20 min.**

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 111 Constitution Ave. NW, IR-6406, Washington, DC 20224. Do not send the form to this address. Instead, see *Where to file* on this page.