



Fax Completed Package to: (949) 743-3051
Email Package to: BrokerApproval@WesLend.com

Mail Original Package to: Broker Approval
200 East Sandpointe Avenue, Suite 800 Santa Ana, CA 92707

Firm Name:
Principal Officer:
Lender Contact: Account Executive:

Renewal Checklist

Thank you for your interest in partnering with Weslend Financial. We are proud to have this opportunity to continue with, and develop a long and mutually rewarding relationship.

All application forms, the Agreement and all Addendums must be completed and signed by a senior officer. If there have been any changes to your company ownership, a new complete application will be required. The following documentation requirements submit the following information to brokerapproval@weslend.com. Upon receipt, will review and verify the application package.

- Updated Unaudited Financial Statement
- Executed Agreement, including all addendums.
- Authorization forms to pull credit on principals with 25% or more ownership of the company.
- Quality Control Procedures.



WHOLESALE MORTGAGE BROKER AGREEMENT

1.0 PARTIES

The parties to this Wholesale Broker Agreement (hereinafter referred to as the "Agreement"), entered into in Santa Ana, California, this _____ day of _____, 20____, with WesLend Financial Corp., a California Corporation with its principal office located in Santa Ana, California (hereinafter referred to as "Lender"), and _____, (hereinafter referred to as "Broker") and Broker is a _____ (corporation, limited liability company, partnership, joint venture, sole proprietorship, or other) and if Broker is a corporation or limited liability company, the state or territory under the laws of which Broker was formed and exists under is _____, with a principal place of business located at: _____.

2.0 SUBJECT MATTER OF THE AGREEMENT

Lender is a mortgage banker, engaged in the business of, among other things, receiving loan application packages from mortgage brokers, such as Broker, for funding consideration. The purpose of this Agreement is to set forth the parties' rights and obligations with respect to such loan application packages as Broker may from time to time submit to Lender for funding consideration.

3.0 INTEGRATED AGREEMENT

This Agreement, including any and all other materials which are incorporated into this Agreement by reference as set forth below, is intended to, and does, set forth the entire understanding between the parties with regard to the subject matter of this Agreement, and it replaces and supersedes all other prior or contemporaneous agreements or understandings between the parties, whether written or oral, with regard to said subject matter. Except as expressly provided otherwise elsewhere in this Agreement, no amendments, supplements, addenda or waivers of any term or provision of this Agreement shall be valid or have any force or effect whatsoever unless set forth in a writing which is signed by an authorized representative of each of the parties to this Agreement.

4.0 NON-EXCLUSIVE AGREEMENT

Nothing contained herein shall obligate Broker to submit all the loan application packages it creates or generates to Lender, it being expressly understood by and between Lender and Broker that this is a nonexclusive Agreement.

5.0 BROKER / LENDER RELATIONSHIP

Nothing in this Agreement shall be construed as making Broker an agent, employee, representative, joint venture or partner of Lender. Broker shall be deemed to be acting as an independent contractor and agent and representative of the loan applicant and not of Lender. Broker shall at no time and under no circumstances represent or hold itself out to any third party, either expressly or impliedly, as an agent or employee of Lender except that Broker shall act as Lender's "special agent" within the meaning of California Civil Code section 2297, for the sole and limited purpose of directly engaging an appraiser to conduct and complete an appraisal, which appraiser has no direct or indirect interest, financial or otherwise, in the property or loan transaction for which the appraisal is prepared. Broker shall at no time make use of any trade or service mark or logo of Lender without the express and specific written consent of Lender. Broker has no authority, either expressly or impliedly, under this Agreement or otherwise, to enter into any contract or agreement with any third party by or on behalf of Lender or bind Lender in any fashion.

6.0 GOVERNING LAW

This agreement is entered into under, and shall be governed and construed according to, the laws of the State of California.

7.0 RESPONSIBILITIES OF BROKER

In consideration for the agreement of Lender hereunder, to receive from Broker and consider for funding such loan application packages as Broker may from time to time submit to Lender, Broker hereby agrees as follows:

- 7.1 Each such loan application package that Broker submits to Lender on behalf of the potential borrowers for whom Broker is working shall be completed and submitted to Lender at the sole and exclusive expense of Broker and/or the potential borrowers on whose behalf Broker is working;
- 7.2 Each such submission of a loan application package to Lender by Broker shall be made under such programs, procedures, and fee schedules as Lender may from time to time establish;
- 7.3 At the time of submission of each such loan application package, Broker shall have properly prepared, and shall then furnish to Lender in the form required, such items or documents as Lender may require, and shall thereafter provide any additional documentation requested by Lender, including without limitation such information and/or documentation as Lender may require in order to comply with such laws and/or regulations as may be applicable to Lender and/or the loan application package and/or Lender's consideration thereof for funding;
- 7.4 Broker shall furnish Lender with such information and/or documentation as may be required, and shall provide Lender with such information and/or documentation as Lender may request, which Lender may, in its sole and exclusive discretion determine, that it requires in order for it to ensure to its satisfaction that each such loan application package Broker has submitted to Lender will, if the loan applied for is funded, result in a loan that will be saleable by Lender in the secondary market for such loans;
- 7.5 The contents of each such loan application package submitted to Lender shall become the property of Lender immediately upon submission, and all information contained therein is, but is not required by this Agreement to be subject to independent verification by Lender;
- 7.6 Broker has not made any false, misleading, incomplete statements or omissions to Lender either in connection with Broker's application for approval by Lender or with respect to each such loan application package submitted to Lender under the terms of this Agreement;
- 7.7 Broker will make such investigations and inquiries as needed to verify the truthfulness and completeness of all information provided in each such loan application package submitted to Lender, including without limitation that information relating to the creditworthiness of the potential borrower(s) and the value of the real property to be encumbered by the instrument securing the loan being applied for by the potential borrower(s), and Broker represents and warrants to Lender with regard to each such loan application package submitted to Lender hereunder that, as of the date the loan being applied for is closed and funded by Lender, all such information is true, accurate and complete and that Broker has not omitted any material information either from the loan application package as originally submitted or as it may have been supplemented by Broker, either in response(s) to Lender's request(s), if any, for information and/or documentation, or otherwise;
- 7.8 Broker neither has nor is aware of any adverse information and/or documentation concerning any potential borrowers on whose behalf it submits a loan application package to Lender which it has not communicated to Lender, and Broker represents and warrants to Lender that all documents and instruments prepared or submitted by Broker, either with the loan application package as originally submitted or as it may have been supplemented by Broker, either in response to Lender's request(s), if any, for additional information and/or documentation, or otherwise, are valid and genuine in every respect;
- 7.9 If at any time during the period between the original submission of a loan application package and the closing and funding of the loan applied for Broker learns or has reason to believe that any of the information or documentation submitted by Broker either with the loan application package as originally submitted or as it may have been supplemented by Broker, either in response(s) to Lender's request(s), if any, for additional information and/or documentation, or otherwise, or if any of Broker's representations and/or warranties with regard thereto, either were when submitted or made, or thereafter have become, not true and/or not valid and/or not genuine, Broker shall immediately give written notice thereof to Lender;
- 7.10 Except as otherwise disclosed to Lender in writing before the funding of any Loan, Broker, its service corporations and other affiliated entities have no direct or indirect ownership interest in any property acting as security for a Loan, or in the Loan proceeds themselves.

7.11 Brokers are expected to fully understand fair lending practices and to deal fairly and equally with all loan applicants. We insist that all negotiations be in good faith and without bias. We require that the letter and the spirit of fair lending practices, the following Federal laws, and all statutes governing lending and equal rights be complied within each jurisdiction that the broker conducts business.

7.12 It is the desire of Lender to provide fair and accurate disclosures to an applicant during the lending process. It is incumbent upon the Mortgage Broker to obtain the proper information and provide complete mortgage loan applications and cost breakdowns on all mortgage loan applications taken.

Broker shall comply fully with applicable federal, state and local laws, regulations, rules and ordinances, as now existing or as hereafter enacted or amended, including, without limitation, the Truth-in-Lending Act and Regulation Z, the Equal Credit Opportunity Act and Regulation B, the Real Estate Settlement Procedures Act of 1974 and Regulation X, and any and all other federal disclosure and fair lending laws. Broker shall provide such disclosures and otherwise act to effect compliance with such laws, regulations, rules and ordinances as directed by Lender or by law.

Broker warrants and represents that the information contained in the Good Faith Estimate ("GFE") is complete and correct, and that it accurately represents the applicant's loan request. They also warrant that no other GFE has been issued. Broker acknowledges and understands that they will provide the information necessary to provide the applicant(s) with the initial GFE disclosure required by the Real Estate Settlement Procedures Act and Regulation X ("RESPA"). This information will also be relied upon to provide the Truth-in-Lending Act and Regulation Z ("TILA") disclosure and any revised GFE, if applicable. Broker further warrants and represents that he/she has not collected – and will not collect – any fee from the applicant(s), other than a credit report, until 3- business days after the initial Truth-in-Lending Statement and GFE were provided to the Borrower, and the Borrower has signed and provided Lender a notice of Intent to Proceed with the loan described in the GFE.

Broker warrants it is in compliance with all federal and state privacy laws. Broker commits to protecting every customer's confidential information by utilizing property information security safeguards and secure document disposal.

8.0 TERM AND TERMINATION

The term of this shall commence with the effective date as provided in Section 19.0 of this Agreement. Lender reserves the right to conduct an annual review of Broker. Broker agrees to follow any Lender requirements during this annual review. Lender also reserves the right to terminate this Agreement at any time, and for any reason, which termination shall be effective upon notification to broker by authorized representative of lender. The representations, warranties, and obligations of the Broker set forth herein shall survive any such termination or the repurchase of any loan by the Broker.

9.0 INDEMNIFICATION

Broker shall indemnify, defend and hold harmless Lender and each of Lender's owners, directors, trustees, officers, agents, employees, successors, and assigns from and against , and shall reimburse the same with respect to, any and all loss, damage, liability, costs, and expenses, including reasonable attorneys' fees, from any cause whatsoever, including, but not limited to, all repurchase demands of any third party to which Lender sells any Loan, that arises out of or in connection with any breach of any representation, warranty, or obligation contained in this Agreement, lender shall be deemed to have incurred a loss automatically upon Lender's receipt of a Loan repurchase demand from a secondary market investor, which Lender determines in its sole and absolute discretion to be enforceable.

10.0 LOSS MITIGATION

Broker's obligation to fully indemnify Lender under this Agreement is not affected by Lender's taking any of the following actions with or without notice to Broker: (a) liquidation, repayment, retirement, or sale or resale of any loan; (b) foreclosure, short-sale, or deed in lieu of foreclosure; (c) sale or resale of the property securing any Loan; or (d) any action taken by Lender in its sole discretion to mitigate losses on any loan submitted by Broker.

11.0 RIGHT OF OFFSET

Notwithstanding anything contained in this Agreement to the contrary, Lender has the right to set off against all compensation and other payments due or payable to Broker under this Agreement, the amount of any damages, liabilities, losses, costs, and/or expenses (including attorneys' fees and court and/or arbitration costs), suffered or incurred by Lender by reason of any breach or default by Broker and/or the agents or employees of Broker in the performance of any of Broker's duties or obligations under the Agreement.

12.0 FURTHER ASSURANCES

Each Party shall perform such further acts and execute and deliver such further documents that may be reasonably necessary to carry out the provisions of this Agreement.

13.0 RECORDS

At all times during the term of this Agreement, Broker shall maintain on the business premises responsible for producing each Loan, a complete set of files and records of all business, activities and operations conducted by Broker as required by Federal and State lending guidelines and in accordance with Lender's loan policies and procedures. At all times during the terms of this Agreements and at all times following the expiration or termination of this Agreement, Lender, its regulators, internal auditors or independent auditors, and its duly authorized agents, representatives or employees have the right to audit, inspect and copy any of the foregoing records, reports and related materials of Broker.

14.0 EARLY PAYOFF POLICY

14.1 During the term of this Agreement, Lender shall maintain an Early Payoff Policy (hereinafter referred to as "EPO Policy") with regard to loans resulting from loan application packages WesLend receives from Broker.

14.2 The EPO Policy shall come into effect whenever a loan resulting from a loan application package it received from Broker is sold to or funded by Lender and that loan pays off or the principal balance is paid down by more than 20% of the original principal balance within one hundred and ninety five (195) days of funding, regardless of whether that pay off or pay down is from a refinance by or through Lender as the result of another loan application package submitted by Broker, or from a refinance on a loan application package submitted to WesLend by or through another broker or lender, or from a non-brokered refinance by any other lender.

14.3 On all mortgage loans falling within the EPO Policy, Lender may require Broker to repay to Lender all monies paid to Broker by Lender with regard thereto, including without limitation the premium price or service release premium. No portion of the repayment of any premium price or service release premium pursuant to the EPO Policy may be charged back to any borrower by Broker.

14.4 For each month that there is an EPO, Lender will issue to Broker a billing statement detailing any applications of the EPO Policy and the amount required to be reimbursed to Lender. Payment to Lender in full of any reimbursement amount owed by Broker under this Policy will be required within thirty (30) days of Broker's receipt of a billing statement reflecting a reimbursement amount due to Lender. Lender may, in its sole discretion, take an offset against any monies due from Lender to Broker for any reimbursement amount due from Broker to Lender as a result of any application of this Policy.

14.5 Throughout the term of this Agreement, Lender will monitor the application of this Policy to loans resulting from loan application packages submitted to Lender by Broker under the provisions of this Agreement. Should Lender determine, in its sole and exclusive discretion, as a result of such monitoring, that the frequency of the application of this Policy to Broker demonstrates a "churning" of loans by Broker, Lender may, in its sole and exclusive, discretion take such action as may reasonably be necessary in order to eliminate such activity on the part of Broker, including without limitation restricting the maximum amount of compensation which may be paid to Broker on refinance transactions.

14.6 Lender may, in its sole and exclusive discretion, implement such additional policies and procedures in the future as may be necessary or appropriate to further address early payoff issues.

15.0 REIMBURSEMENT OF CONSUMERS UPON RESCISSION

Broker shall promptly reimburse Loan Applicant for all fees and costs incurred by Loan Applicant in applying for or obtaining a loan (other than fees paid to and retained by Lender), including, without limitation, any appraisal fees, credit report charges, title and escrow charges, Broker fees and points and other fees and charges for which Loan Applicant is entitled to reimbursement as a result of exercising its right to rescind or cancel a loan for any reason, including without limitation, under the provisions the Truth In Lending Act as further enumerated in Regulation Z. In addition to the indemnity set forth herein, Broker shall indemnify Lender for all fees, costs, losses and expenses incurred, including reasonable attorneys' fees, for claims made under the Truth in Lending Act.

16.0 WAIVERS OF REMEDIES

Lender's failure or delay to audit any loan prior to funding and closing, or Lender's failure to or delay in giving notice to Broker of any material loan application or documentation discrepancy discovered after funding or Lender's failure or delay to exercise any right or remedy available under this Agreement or at law or equity, shall not act as a waiver of any right or remedy, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. All remedies shall be cumulative and nonexclusive.

17.0 MATERIALS INCORPORATED BY REFERENCE

The parties hereby incorporate into this Agreement by this reference each and all of the terms and provisions of the following document, copies of which are appended hereto: the Fraud Policy Disclosure.

18.0 JURISDICTION AND VENUE

The parties hereby expressly agree and consent that jurisdiction and venue for any dispute arising out of this Agreement shall be in the Superior Court of the State of California in and for the County of Orange.

19.0 NOTICES

Any notices required under the terms of this Agreement to be given shall be given in writing and shall be transmitted by overnight delivery service (FedEx, DHL, UPS Red Label, etc.) to the party to whom the notice is to be given, with a copy of the notice also deposited with the U.S. Mail, addressed to the party to whom notice is to be given, with First Class Postage thereon fully prepaid, on the same date that the original notice is submitted for delivery to the overnight delivery service. Any notice so given will be presumed to have been received one (1) business day from the date it has been submitted for delivery to the overnight delivery service. The presumption of receipt may, however, be rebutted upon the challenge of the party to whom notice is given if the party giving the notice cannot produce documentation of actual delivery thereof by the overnight delivery service to the party to whom notice is given. Notices to Lender shall be transmitted to WesLend Financial Corp., at 200 East Sandpointe Ave, Suite 800, Santa Ana, California 92707, Attention: Wholesale Broker Administration. Notices to Broker shall be transmitted to Broker at:

20.0 ATTORNEYS' FEES

In any action or proceeding arising out of this Agreement, the prevailing party therein shall be entitled to an award of its reasonable attorneys' fees as an item of costs.

21.0 SEVERABILITY

If any provision of this Agreement is held invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

22.0 EXECUTION OF AGREEMENT

This Agreement shall be of no force and effect unless and until it is executed by both of the parties hereto.

23.0 EFFECTIVE DATE OF AGREEMENT

The effective date of this Agreement shall be the date of its execution by the last of the parties to execute it.

I have read, understand, and agree to the all the above terms and conditions of the Wholesale Mortgage Broker Agreement.

BROKER OF RECORD (print) _____ **DATE** _____

(SIGNATURE) _____

BROKER LICENSE # _____ **EXP. DATE** _____

PRINCIPAL OFFICER (print) _____ **DATE** _____

(SIGNATURE) _____

WESLEND FINANCIAL

NAME and TITLE _____ **DATE** _____

(SIGNATURE) _____



**Addendum to Wholesale Mortgage Broker Agreement
Mortgage Broker Compensation Plan**

THIS MORTGAGE BROKER ADDENDUM TO THE WHOLESAL MORTGAGE BROKER AGREEMENT DATED _____, 20__ (“Addendum”) is entered into by and between WesLend Financial Corp., a California Corporation (“WesLend”) and _____ (Mortgage Broker”).

1. TERM

Mortgage Broker’s compensation plan under this Addendum shall continue unless and until terminated pursuant to Section 8 of the Wholesale Mortgage Broker Agreement or Section 2 of this Addendum. Any change to the Mortgage Broker Compensation Plan will require the execution of a new written agreement between WesLend and Mortgage Broker.

2. COMPENSATION

- a) WesLend shall compensate the Mortgage Broker as outlined in Section 3 below. Mortgage Broker shall compensate its employees in compliance with all required regulations.
- b) WesLend reserves the right to modify, suspend or discontinue any and all compensation plans as described above, at any time and at its sole discretion, without notice to or recourse by Mortgage Broker.

3. MORTGAGE BROKER COMPENSATION PLAN

A. LENDER PAID

- I. When Mortgage Broker elects Lender Paid compensation, Mortgage Broker agrees to the following:
 - Compensation will be paid by WesLend to the Mortgage Broker.
 - The Mortgage Broker will not receive more or less than the established compensation plan as set by this Addendum.
 - The Mortgage Broker will not receive compensation from any other party, including Mortgage Broker affiliated companies.
 - The Mortgage Broker must establish Loan Originator compensation agreements for its employees who act as loan originators, and such compensation must not vary based on loan terms or conditions other than loan amount or a proxy for such terms or conditions.
 - Payments to loan originators based on prohibited loan terms or conditions or a proxy for loan terms or conditions are not allowed.
 - Third party fees may not be paid by the Mortgage Broker. The Borrower may pay for *bona fide* and reasonable third party costs by paying cash at closing, or by financing them through the loan principal or interest rate.

- Seller paid compensation is deemed consumer paid compensation and not lender paid. If the seller or any other party is paying Mortgage Broker compensation, WesLend will not pay Mortgage Broker.

II. The Following Compensation Plans are available:

- Mortgage Broker selects the following lender paid compensation plan and flat Fee dollar options:

1.00% of the Loan Amount

1.25% of the Loan Amount

1.50% of the Loan Amount

1.75% of the Loan Amount

\$350.00

\$500.00

\$750.00

No Flat Fee thresholds selected.

- Mortgage Broker selects the following lender paid compensation plan and flat Fee dollar options:

2.00% of the Loan Amount

2.25% of the Loan Amount

\$350.00

\$500.00

No Flat Fee thresholds selected.

- Mortgage Broker selects the following lender paid compensation.

2.50% of the Loan Amount

2.75% of the Loan Amount

No Flat amount permitted for the 2.50% and 2.75% Compensation selections.

Mortgage Broker selects the following maximum dollar thresholds:

- No maximum dollar thresholds selected.
- Maximum of \$8,000.
- Maximum of \$15,000.

B. BORROWER PAID

When Mortgage Broker elects Borrower Paid Compensation, Mortgage Broker will negotiate its fees and origination points directly with the borrower and agrees to the following:

- Mortgage Broker fees must comply with State and Federal statutes and regulations and must not meet or exceed any “high-cost” thresholds or similar limits set by Fannie Mae, Freddie Mac, FHA, VA or other governmental or quasi-government agency.
- The borrower must pay Mortgage Broker fees and origination points by either bringing cash to the closing table or by financing them into the loan transaction.
- The borrower may choose a rate that will allow the borrower to receive a Lender Credit towards closing costs. This credit cannot and will not be used to pay any portion of Mortgage Brokers compensation and Mortgage Broker will not retain any portion of the Lender Credit as compensation. The borrower may choose to pay discount points to WesLend to lower their interest rate.
- Mortgage Broker may reduce the fees negotiated with the borrower in order to comply with state and federal laws and regulations ONLY if the Mortgage Broker elected Borrower Paid Compensation.
- Compensation paid directly by the borrower to the Mortgage Broker cannot exceed the Lender Paid compensation plan selected by the Mortgage Broker, and appearing in this Compensation Agreement.

4. ANTI-STEERING PROVISION

Mortgage Brokers must not steer consumers to loans in the best interest of Mortgage Broker or its employees. Mortgage Brokers must present a minimum of three (3) loan options, in writing to the consumers to avoid “steering” them into a particular product. These loan options must be from lenders with which the Mortgage Broker is actively doing business, however they do not have to be from multiple lenders, if the consumer is likely to qualify, for a loan from only one lender.

For each type of loan (fixed rate, variable rate or reverse) in which the consumer expresses an interest, the Mortgage Broker must present loan options that include the following:

- The lowest interest rate.
- The lowest total dollar amount for origination points and fees and discount points.

- The lowest interest rate on a loan with no risky features, such as a prepayment penalty, interest-only payments, negative amortization, a demand feature, shared equity or appreciation, or a balloon payment in the first seven years.

Each of the options must be a loan for which the Mortgage Broker reasonably and in good faith believes the consumer would likely qualify. WesLend requires the Mortgage Broker to submit an anti-steering disclosure with all loan packages at time of submission.

5. PLAN AGREEMENT

This Plan does not create any expressed or implied contract of employment between the Mortgage Broker and WesLend, and both WesLend and the Mortgage Broker retain the right to terminate the relationship at any time with or without cause.

This Plan shall immediately terminate upon the delivery of either a verbal or written notice of voluntary termination, or the date of involuntary termination by WesLend.

WesLend retains the right to amend, modify or terminate the plan at any time and for any reason it deems sufficient.

Exceptions to the plan must be approved by the President of WesLend or his/her designee.

Except as specifically modified and amended by this Addendum that certain Wholesale Mortgage Broker Agreement between the parties remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum the date first written above.

WesLend Financial Corp

Mortgage Broker

Signature

Signature

Printed Name

Printed Name



Authorization/Release for Broker Background Investigation

_____, (“the Mortgage Broker”) acknowledges that it is in the best interest of both the Mortgage Broker and WesLend Financial (“the Mortgage Lender”) for WesLend Financial to perform due diligence concerning the Mortgage Broker’s background and experience.

Therefore, the Mortgage Broker hereby consents and gives WesLend Financial permission to obtain information about The Mortgage Broker’s company and any and all employees of the Mortgage Broker’s company including, but not limited to, professional history information, criminal record information, credit information and other public record information at the time of application. The Mortgage Broker also authorizes the Mortgage Lender to obtain additional background investigation(s) at the time of renewal or annually thereafter.

The Mortgage Broker understands that WesLend Financial performs quality control reviews of the loans that the Mortgage Broker submits to WesLend Financial for registration, review, underwriting, funding and/or purchase.

Acknowledgement

Mortgage Broker hereby acknowledges that the Mortgage Broker has read understands and agrees to all the terms and conditions of the Authorization/Release for the Broker Background Investigation as described above. By signing below, the Mortgage Broker acknowledges and agrees to all terms in the Authorization/Release for the Broker Background Investigation.

Owner Signature: _____

Owner Printed Name: _____ Date: _____

Broker of Record Signature: _____

Broker of Record Printed Name: _____ Date _____