



BROKER APPROVAL/FHA SPONSORED LENDER APPLICATION

(Please complete applicable information)

GENERAL INFORMATION:

Company Name	
DBA (If applicable)	
Street Address	
City, State, ZIP	
Main Office Address	
Primary Contact Name	
Telephone Number	
Fax Number	
E-Mail for Rate Sheets	
E-Mail for correspondence	

ACCOUNT INFORMATION:

Company Type (Corp, LLC, etc)	
Date business started	
Federal Tax ID	
1099 Tax Name (per W-9)	
Broker of Record	
Warehouse Lines with (if appl.)	
HUD Approval Number (if appl.)	

STATE LICENSES:

STATE:	BROKER/BANKER:	LICENSE NUMBER:	EXPIRATION DATE:

COMPANY OWNERSHIP INFORMATION:

Principal Officers (10% or larger ownership)

Name:	Title:	Social Security #:	%of ownership

Does the company or any of its principals have any ownership in a title company?
 (If yes, provide name and address of company.)

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BRANCH OFFICES

Address:	Primary Contact:	Phone #	Fax#

WHOLESALE BUSINESS REFERENCES (PLEASE PROVIDE 3)

Name:	Length of Relationship:	Primary Contact:	Telephone Number:

DECLARATION AND AUTHORIZATION

Each of the undersigned declares that the forgoing information and all accompanying information are true to the best of his/her knowledge and belief. Residential Home Funding Corp. or its authorized agent is hereby authorized to obtain verification from any source named herein in connection with this application and subsequent annual renewals. This may include character references as well as personal credit reports. A photographic copy of this authorization may be used as a duplicate original.

All principal officers must sign and date below.

Officer Name:	Officer Signature:	Date:

ATTACHMENT CHECKLIST:

Copies of all current State Licenses reflecting correct business name/address and any/all DBA's.
Previous year financial statements
Resumes for all company officers and key personnel
Executed W-9 Form
Copy of Quality Control program



FAX AUTHORIZATION FORM

On July 3, 2003, the FCC issued a Report and Order amending the regulations that implements the Federal Telephone Consumer Protection Act (TCPA). The regulations were approved on July 25, 2003. Most of the ruling was a result of the recent legislation with respect to the DO-NOT-CALL List. The impact specifically for this memo's purpose pertains to the use of Facsimiles.

The ruling prohibits any person or entity from sending any fax that contains an "unsolicited advertisement" which is defined as "any material advertising the commercial availability or quality of any property goods or services which is transmitted to any person without that person's expressed invitation or permission. This ruling became effective January 1, 2005 (more information can be found at www.fcc.gov).

Residential Home Funding Corp. ("RHF") will from time to time fax information to its clients or prospective clients. **By completing the below information, you acknowledge that you are authorizing our company to fax the referenced materials to your company.** (Your authorization does not mean that your company will receive increased correspondence from RHF.)

Please further note that all faxed contain "opt out" information which allows the recipient to request that RHF discontinue sending any further faxes to the receiver. You may elect to opt out at any time you choose, simply by following the instructions in the "opt out" section.

Fax Number	
Phone Number	
Company Name	
Address	
City, State, ZIP	

Printed Name of Authorizing Person	
Title of Authorizing Person	
Signature and Date of Authorizing Person	



BROKER LOAN AGREEMENT

This agreement is made as of this _____ day of _____, 20__ by and between Residential Home Funding Corp., a New York Corporation (the "Lender") and

(The "Broker")

RECITALS

WHEREAS Broker is in the business of originating 1-4 family, residential mortgage loans for sale and assignment to investors to close either in the name of such investors or in the name of Broker for simultaneous sale and assignment to investors (each a "loan"); and

WHEREAS Broker desires to sell and assign, and Lender desires to purchase, eligible loans, in accordance with the terms of this Agreement.

NOW, THEREFORE, In consideration of the mutual covenants made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

- 1. RELATIONSHIP OF PARTIES:**
The relationship between the parties is an independent contractor relationship. The Broker is not an agent of Lender and shall not represent to any third party that it is acting as an agent for Lender, nor shall it use Lender's name in any advertising without Lender's express written consent. Nothing contained herein in the Agreement shall obligate the Broker to submit all Loans to Lender or obligate Lender to fund all Loans submitted by Broker.
- 2. LOAN APPLICATIONS:**
The Broker shall be responsible for the accurate preparation and execution of a complete property and credit Loan application package ("Loan Package") on each Loan request submitted. Each Loan and each Loan Package shall conform to Lender's policies and procedures as established in the Wholesale Lending Broker Guide ("Guide"), as it may be modified from time to time at Lender's discretion, and the provisions of the Guide are incorporated into and made a part of this Agreement by this reference. The Guide shall set forth the eligibility criteria and registration procedures for the making of Loans based on factors such as type of loan, loan limits, loan-to-value ratios, interest rates, price and fees, payment features, documentation requirements and credit standards. The Guide may also prescribe procedures for registration of Loans with Lender, including, but not limited to, the procedures for locking-in the interest rate and/or points on Loans.
- 3. FEDERAL DISCLOSURE REQUIREMENTS:**
Pursuant to Regulation Z of the Federal Reserve Board, 12 CFR Section 226.17(d), Broker and Lender hereby agree that Broker shall be responsible for, and agrees to issue to the applicant within the required timeframe, any initial Truth In Lending disclosures required by Reg. Z, Sections 226.18 and 226.19. Broker shall also be responsible for, and shall provide to the applicant within the required timeframe, the special information booklet and the Good Faith Estimate of Closing Costs required by RESPA. If the Loan will be closed in Broker's name, Broker shall also be responsible for, and shall provide to the applicant within the required timeframe, the Servicing Disclosure Statement required by RESPA, and the applicant's signed Acknowledgement of receipt of the Servicing Disclosure Statement shall be included in the Loan Package.
- 4. UNDERWRITING/APPROVAL/CLOSING/FUNDING:**
Lender will have the sole responsibility for underwriting and approving the Loans. The Broker shall not hold itself out to prospective borrowers as having the authority to approve Loan Applications or to issue Loan Commitments on behalf of the Lender. The Broker shall not represent that Lender has approved or will approve any Loan until the Broker is so informed by Lender in writing. Submission of a Loan Package to Lender does not guarantee an approval of the Loan. Lender shall prepare the closing documents, or prior to closing, will be given the opportunity to review and approve the closing

documents prepared by the Broker or the Broker's designee. Lender shall directly or indirectly fund each closed Loan in such fashion that the Broker shall not be required to use its own funds or warehouse lines of credit, provided such Loan meets the terms and conditions of the Agreement and the Guide.

5. **COMMITMENT**

This Agreement contemplates that Broker and Lender may enter into commitments ("Commitments") for the purchase and sale of eligible Loans. Such Commitments may result from the written confirmation by Lender of oral communication. Broker and Lender agree that (i) each Commitment shall be a binding contract subject to the performance by the Broker of its obligations herein, the performance of such obligations being conditions to Lender's performance; (II) each commitment shall be deemed to contain and incorporate each and every term and condition of this Agreement and the Guide. Broker shall be obligated to deliver any Loan to Lender on a mandatory basis that Broker registers with Lender as long as (i) Broker actually closes the Loan or causes the Loan to be closed with a third party and (ii) Lender has not rejected such loan for purchase.

6. **PURCHASE PRICE, DISCLOSURE**

- a. The purchase price ("Purchase Price") for each Loan shall be the compensation paid by the Lender pursuant this Agreement for, among other purposes, (i) the release and sale to Lender of servicing rights ("Servicing Rights") created or in the process of creation by Broker; (II) the goods actually furnished from the sale of a Loan or a Loan Package; (iii) the savings in production costs realized by Lender as a result of the use of the Broker's staff and facilities in lieu of the Lender's own "retail" branch office; and (iv) other services actually performed by Broker for the benefit of the Lender in the origination and sale of a Loan or a Loan Package, the value and scope of which may vary for each transaction under the Agreement. The Purchase Price for the sale, transfer, conveyance and assignment of a Loan or Loan Package shall be determined by reference to Lender's then current rate sheets; provided, however, that such Purchase Price shall not exceed the reasonable value for the services, goods and facilities provided by Broker to Lender. Broker and Lender hereby agree that (i) the rate sheet relies on the market value of comparable residential mortgage loans and mortgage backed securities in the secondary market to determine Lender's compensation hereunder, (ii) the market value of such financial instruments may be less than the reasonable value of the services, goods and facilities provided to Lender by Broker and (iii) the ceiling set forth above is intended to assure that the Purchase Price does not exceed such reasonable value. Nothing shall be owed to the Broker by Lender on account of any proposed Loan or Loan Package which is not closed and funded by Lender.
- b. Nothing in this agreement prohibits the Broker, if permissible under applicable federal and state law, from imposing fees upon borrowers ("Borrowers") for consultations and other services; provided, however, that (i) if required by applicable law, such fees shall be imposed pursuant to a duly executed written agreement between the Broker and its Borrowers; and (ii) all compensation shall be disclosed on the Good Faith Estimate of Closing Costs and the HUD-1/1A Settlement Statement in accordance with applicable law. Unless otherwise regulated by state and federal law, any agreement between the Borrower and the Broker should address issues such as; (i) lack of agency between Broker and Lender; (ii) lack of agency or fiduciary duty between Broker and Borrower; and (iii) that Broker may be paid by both Borrower and Lender. Broker is responsible for compliance with any applicable state or federal laws.

7. **THE BROKER'S WARRANTIES**

The Broker represents and warrants to the Lender, as of (i) the time any Loan Package is submitted to Lender, and (ii) as of the time the Loan is closed and funded, that:

- a. **DULY LICENSED:** The Broker possesses all necessary licenses, permits, and authority to engage in the activities contemplated by this agreement. The Broker will provide to Lender upon request proof of such licensing
- b. **COMPLIANCE WITH LAWS/LENDER'S GUIDE:** With respect to each Loan submitted by the Broker and funded by Lender, the Broker has complied with the Guide and with all local, state, and federal laws and regulations related to performance of the Broker's responsibilities pursuant to this Agreement, including, but not limited to, the Real Estate Settlement Procedures Act and Regulation X, the Fair Credit Reporting Act, the Equal Credit Opportunity Act and Regulation B, and the Truth-In-Lending Act and Regulation Z. With respect to each Loan submitted by the Broker and funded by Lender, the Loan meets the requirements of the Guide.
- c. **SERVICES PERFORMED:** With respect to each Loan submitted by the Broker and funded by the Lender, Broker has assisted the Borrower with completing the application, and Broker performs at least one of the following "non-counseling" type services (i-viii) and in total at least 5 services from the overall list:
 - i. Initiating/ordering verifications of employment and deposits;
 - ii. Initiating/ordering requests for mortgage and other loan verification;
 - iii. Initiating/ordering appraisals;
 - iv. Initiating/ordering inspections or engineering reports;
 - v. Providing disclosures (Truth-In-Lending, Good Faith Estimates, etc.) to the Borrower;
 - vi. Ordering legal documents;
 - vii. Determining whether the property is located in a flood zone or ordering such service;

- viii. Participating in the loan closing;
 - ix. Analyzing the prospective Borrower's income and debt, and pre-qualifying the prospective Borrower to determine the maximum mortgage that the prospective Borrower can afford;
 - x. Educating the prospective Borrower in the home buying and financing process, advising the Borrower about the different types of loan products available, and demonstrating how closing costs and monthly payments would vary under each product;
 - xi. Collecting financial information (tax returns, bank statements, etc.) and other related documents that are part of the application process;
 - xii. Assisting the Borrower in understanding and clearing credit problems;
 - xiii. Maintaining regular contact with the Borrower, Realtors, and Lender between application and closing to apprise all parties of the status of the application and to gather any additional information as needed.
- d. **NO UNTRUE STATEMENTS:** The Broker shall not submit in any Loan Package any false or erroneous information or statements, or omit any material fact necessary to make any statement or information included in the Loan Package true, accurate and complete.
- e. **OWNERSHIP:** Except as otherwise disclosed to Lender in writing before the submission of any Loan Package, the Broker shall have no direct or indirect ownership interest in any property acting as security for the Loan, or any business or personal affiliation with or interest in, any provider of settlement services on the Loan, including, but not limited to, the credit reporting agency, real estate agents, appraiser, and title agent.
- f. **ABSENCE OF CLAIMS:** Except as previously disclosed by the Broker to Lender in writing, there is not pending or, to the best of the Broker's knowledge, threatened any suit, action, arbitration, or legal, administrative, or other proceeding or government investigation, including, an investigation undertaken in response to an allegation of fraud by another lender or an investigation undertaken pursuant to a license revocation proceeding (collectively referred to as "Claims") against Broker which could have a materially adverse effect on the Broker's business, assets, financial condition, operations or reputation. The Broker shall promptly give written notice to Lender of the occurrence of any such Claim.
- g. **AUTHORITY:** This Agreement and all actions provided for in the Agreement have been duly authorized by the Broker's Board of Directors, if the Broker is a corporation, or by such individuals empowered and authorized to enter into agreements on behalf of the Broker. This Agreement constitutes a valid and legally binding agreement of the Broker enforceable in accordance with its terms. The Broker either; (1) is not a federally-insured institution or an affiliate or subsidiary of a federally-insured institution, or (2) is a federally-insured institution or an affiliate or subsidiary of a federally-insured institution, and, if it is, then (a) the sale to Lender of the Loans pursuant to the Agreement has been either (i) specifically approved by the Board of Directors of the Broker and such approval is reflected in the minutes of the Board of Directors' meetings, or (ii) approved by an officer of the Broker who was duly authorized by the Board of Directors to enter into such types of transactions and such authorization is reflected in the minutes of the Board of Directors' meetings, and (b) this Agreement constitutes the "written agreement" governing the Broker's sale to Lender of the Loans, and Broker shall continuously maintain all components of such "written agreement" as an official record of the Broker (or any successor thereto).
- h. **SALE OF LOANS:** The Broker has no knowledge of any circumstances or conditions with respect to any Loan that can be reasonably expected to cause any governmental, quasi-governmental or private institutional investors to regard any Loan as an unacceptable investment, cause any Loan to become delinquent or adversely affect the value or marketability of any Loan.
- i. **REIMBURSEMENT:** The Broker will reimburse to Lender any amounts paid by Lender to Broker if any Loan is rescinded by a Borrower and Lender must refund such amounts to Borrower.
- j. **PRUDENT BUSINESS PRACTICES:** The Broker will originate all Loans in a manner consistent with customary business practices followed in the origination and brokering of loans.

8. **INDEMNIFICATION:**

In addition to any other rights and remedies that Lender may have, the Broker shall indemnify and hold harmless Lender and its shareholders, directors, officers, agents, successors, and assignees from any loss (including loss of servicing rights), damages, suits, claims, or expenses of any nature (including attorney's fees and costs of suit) against Lender resulting from (i) any breach of any representation or warranty contained in paragraph 7 above; or (ii) the Broker's failure to perform any obligation set forth in this Agreement. The Broker's obligation to indemnify Lender under this Agreement shall not be affected by Lender's taking any of the following actions with or without notice to the Broker: (i) liquidation, repayment, retirement or sale or resale of any Loan; (ii) foreclosure of any Loan; or (iii) sale or resale of the property securing the loan.

ADDITIONAL INDEMNIFICATION:

In addition, Broker agrees under this paragraph to indemnify and hold harmless Lender and its shareholders, directors, officers, agents, successors, and assignees from any loss if the Borrower fails to make the required payment within 90 days of its due date on any of the first four required payments. Within 30 days of Lender's notice to the Broker, the Broker shall pay to the Lender an indemnification amount equal to all premiums paid to the Broker by the Lender for the loan plus \$5000.00. An administration fee of \$1500.00 must also be paid to the Lender. Failure to provide payment of the full amount due within 30 days of demand will result in a re-purchase obligation by the Broker.

EARLY REPAYMENT:

If the Broker refinances a Loan prior to at least 6 normal monthly payments being made, Lender may, at its discretion, require the Broker to reimburse to Lender such amounts originally paid to Broker by Lender in connection with the purchase of the Loan plus an amount not to exceed the lesser of (1) the amount of servicing release premium required by an investor to be repaid by the Lender or (2) the total amount of points and fees collected on the Loan by the Broker.

9. REPURCHASE AGREEMENT:

In the event a basis exists to demand re-repurchase including, but not limited to, events outlined in paragraph 8 above, the re-purchase price will be determined as follows:

The unpaid principal amount of the Loan as of the date of repurchase, net of any escrow balances, plus all accrued but unpaid interest on the principal balance of the Loan through the date of repurchase (or, if greater, the amount paid by Lender to the applicable investor to repurchase the loan); plus any un-reimbursed advances by Lender in servicing the Loan; plus any portion of the purchase price paid to the Broker in excess of par; plus all costs and expenses incurred by Lender in enforcing the Broker's obligation to repurchase the Loan, including, without limitation, reasonable attorney's fees and costs of suit. Broker shall be responsible for the payment of all recording fees and other expenses related to the repurchase of the Loan.

10. TERMINATION OF AGREEMENT:

Either party may terminate this Agreement at any time, upon written notice to the other party. Any termination shall not affect (i) Lender's obligation to fund any Loan which Lender has committed to fund, provided such Loan meets the terms and conditions of this Agreement; (ii) Lender's obligation to pay any amounts due to Broker under this agreement; or (iii) any other obligation already committed to by either party under this Agreement, including obligations of the Broker with respect to indemnification pursuant to paragraph 8 or repurchase under paragraph 9.

11. NOTICE OF CERTAIN MATTERS:

The Broker shall promptly give written notice to Lender of (i) the occurrence of any breach of a representation or warranty as set forth in Paragraph 7 or this Agreement; (ii) any event or condition which could have material adverse affect on the business, operations, assets or financial condition of the Broker; and (iii) receipt by the Broker of notice from any agency concerning revocation or suspension of the Broker's license to conduct business.

12. MISCELLANEOUS

- a. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of New Jersey.
- b. **NOTICES:** All notices required to be provided pursuant to this Agreement shall be delivered to the addresses provided below. Notices shall be in writing and shall be deemed to have been given and received only (i) upon delivery, if personally delivered to a party; (ii) one business day after the date of dispatch, if by facsimile transmission; (iii) one business day after deposit, if delivered by a nationally recognized courier service offering guaranteed overnight delivery; or (iv) three business days after deposit in the United States first class mail, certified mail, postage prepaid, return receipt requested.
- c. **ASSIGNMENT:** The Broker may not assign this Agreement without prior written consent of Lender. Lender may assign this Agreement upon notice to the Broker.
- d. **SEVERABILITY:** If any provisions of this Agreement shall be held invalid or unenforceable by any court or competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- e. **ENTIRE AGREEMENT:** This Agreement, together with the Guide, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings. No supplement, modification, or amendment shall be binding unless executed in writing by both parties.
- f. **WAIVERS:** No waiver of any provision of this Agreement, whether by conduct or otherwise, shall be deemed or shall constitute a waiver of any other provision. No waiver shall be binding unless executed in writing by the party making the waiver.
- g. **ATTORNEYS' FEES:** If any legal action or other proceeding is brought for the enforcement of any provision of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees and other costs incurred in that action or proceeding.
- h. **CONFIDENTIALITY:** Both parties agree to take all reasonable measures to protect the confidentiality of the other party's proprietary or confidential information.
- i. **RIGHT OF OFFSET:** Lender shall be entitled to offset any amount that may be due to it from the Broker under this Agreement against any amount to be paid by it to the Broker under this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

("BROKER")

By: _____

Its: _____

RESIDENTIAL HOME FUNDING CORP.
("LENDER")

BY: _____

Its: _____

RESIDENTIAL HOME FUNDING CORP.



CREDIT REPORT AUTHORIZATION FORM

Authorization is hereby granted to Residential Home Funding Corp. to obtain a standard personal or business credit report through a credit reporting agency chosen by Residential Home Funding Corp.

My signature below authorizes the release to the credit reporting agency a copy of my credit application, and authorizes the credit reporting agency to obtain information on outstanding credit accounts. Authorization is further granted to the reporting agency to use a photostatic reproduction of this authorization if necessary to obtain any information regarding the above mentioned information.

Any reproduction of this credit report authorization and release made by reliable means (for example, photocopy or facsimile) is considered an original.

Owner (Principal)

Date

Print

Company

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)		
	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) <input type="checkbox"/> Other (see instructions)		<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	City, state, and ZIP code		
	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date
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General Instructions

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

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

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

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

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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 for 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). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

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 Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" 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.

The following payees are exempt from backup withholding:

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 payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 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 payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

²However, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "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 payees, see *Exempt Payee* 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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

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

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

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

⁴ List first and circle the name of the 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 for 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.