



FOR OFFICIAL USE ONLY		
Date Received:		
New	or	Renewal

Residential Capital Broker Package

Please submit the following completed documentation along with this coversheet to Residential Capital for Broker Approval:

- Completed & Signed Broker Agreement
- Completed & Signed Broker Agreement Addendum
- Completed & Signed "Commitment to Responsible Lending"
- Completed & Signed "Disclosure/Due Diligence"
- Completed Broker Information Form
- Copy of Broker & Company License(s)
- Completed Agents List & Processors List
- Completed Additional Branch Offices Form (if applicable)
- Copy of Branch License(s) (if applicable)
- Completed, Signed, & Dated W-9

Fill in your Account Executive's Name (if known): _____

Do you have a loan submitted & pending with us? Yes No (Please Circle One)

Submit completed broker package to Residential Capital Broker Relations Department:

Direct Dial: (858) 278-6800 ext. 123
Toll Free: 877-568-7017 ext. 123
Fax: (858) 225-0736
BrokerRelations@rescap.biz

Broker packages are usually approved within 3 - 5 business days. Welcome packets are sent out within 48 hours of broker approval.

Broker credit is not used in the approval process.



BROKER AGREEMENT

This Broker Agreement is dated as of _____, 20____ between Residential Capital Mortgage Income Fund, LLC, a California limited liability corporation, CFL License No. 603-9952 on behalf of itself and its affiliated companies, located at 4870 Viewridge Ave. #100, San Diego, CA 92123 (collectively, "Residential") and

_____,
Department of Real Estate Broker's License Number _____ located at

_____ ("Broker"). This Agreement arose because:

- A. Broker is a mortgage Broker that is and will remain licensed as such by the California Department of Real Estate.
- B. Broker originates a wide variety of mortgage applications. It desires from time to time to submit mortgage applications (the "Applications") from loan applicants ("Applicants") to Residential for its consideration.
- C. The purpose of this Agreement is to serve as a master agreement governing all Applications Broker submits to Residential.

NOW, THEREFORE, the parties agree as follows:

1. Non-Exclusive Arrangement. Broker may submit and Residential will consider Applications for mortgage loans. Broker shall have no obligation to submit Applications on an exclusive basis, but shall not submit any Application concurrently to more than one mortgage company. Likewise, Residential shall be free to obtain Applications from other sources. Residential shall, from time-to-time, supply Broker with rate sheets and underwriting criteria to assist Broker in selecting Applications that are likely to qualify for loans arranged by Residential.
2. Contents of Applications. Applications shall consist at a minimum of a completed loan application and credit report. It shall be Broker's duty to perform due diligence on all information submitted. Broker represents and warrants that to the best of its information and belief, after such due diligence, all information in the Applications Broker submits to Residential are accurate and not misleading. Broker shall be solely responsible for all costs of its origination effort and the charges it incurs for credit report, loan officer compensation, marketing and other costs.
3. Application Submissions. Residential shall have the sole responsibility to underwrite, approve and fund each loan submission at Residential's sole discretion. Broker expressly agrees and acknowledges that Broker shall have no right, power or authority, expressed or implied, to approve a Loan orally or in writing on behalf of Residential, or to issue to prospective Borrowers on behalf of Residential any type of binding commitment to loan funds. Broker covenants that it will not act outside the scope of its authority hereunder and will not hold itself out to prospective Borrowers as having the authority to approve loans or to issue loan commitments on behalf of Residential. Notwithstanding the foregoing, the Broker acknowledges that it has a fiduciary duty to Residential (i) To use its best efforts to assure that the loan is eligible for funding by Lender and, (ii) To disclose all relevant facts and circumstances relating to borrower and the mortgaged property.
4. Compliance with RESPA. Residential and Broker shall each provide in their disclosures an estimated disclosure of fees anticipated by each company. In addition, each submittal to Residential shall constitute a representation and warranty that Broker has performed sufficient services to qualify for compensation under the

safe harbor provisions of the Real Estate Settlement Procedures Act and Regulation X contained in the Statement of Policy 1999-1 Regarding Lender Payments to Mortgage Brokers, Federal Register Docket No. FR-4450-N-01 and Statement of Policy 2001-1 Clarification of Policy 1999-1 Regarding Lender Payments to Mortgage Brokers, Federal Register Docket No. FR 7414-N-01, including taking the application and providing at least five out of the other thirteen qualifying service categories at least one of which was a “non-counseling” type of service and that such services were necessary for the transaction and were not duplicative of services performed by others:

Non-Counseling Services

- (a) Initiating/ordering verifications of employment and deposits;
- (b) Initiating/ordering requests for mortgage and other loan verifications;
- (c) Initiating/ordering appraisals;
- (d) Initiating/ordering inspections or engineering reports;
- (e) Providing required disclosures;
- (f) Participating in the loan closing.

Counseling Services

- (a) Analyzing the prospective borrower’s income and debt, and pre-qualifying the borrower to determine the maximum mortgage that the borrower can afford;
- (b) Educating the 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 project;
- (c) Collecting financial information (tax returns, bank statements, etc.) and other related documents that are a part of the application process;
- (d) Assisting the borrower in understanding and clearing credit problems;
- (e) Maintaining regular contact with the borrower, real estate agents and Lender.

5. Commissions to Brokers.

(a) Commissions. During the term hereof, in consideration of Broker’s performance of services hereunder, Residential shall pay Broker certain commissions, directly or through escrow, according to an agreement between Residential and Broker to be confirmed in writing before each completed loan packages has loan documents drawn. Broker acknowledges and agrees that no commission shall be earned on a Loan Application he/she/it submits unless and until the specific Loan applied for is closed and funded. If a Loan submitted on behalf of a borrower by Broker is rejected by Residential, or such Loan fails to close for any reason whatsoever, including but not limited to the fault of Residential or of Broker, no commission shall be earned.

(b) Manner of Payment. Subject to subdivision (c) of this paragraph 4 and at Residential’s sole option, commissions earned by Broker under this Agreement shall be paid either through escrow or directly by Residential as soon after the funding of any Loan submitted by Broker as Residential holds funds to which it is entitled as a matter of right and so long as all necessary loan documents have been properly executed and delivered to Residential.

(c) Off-Sets. To the extent that Residential determines Broker has breached any provisions(s) of the Agreement for which an Indemnity Claim would arise pursuant to paragraph 5 below, and to the extent that there are any sums of money due and owing from Residential to Broker, Residential shall be entitled to withhold all such sums as a set off, which set off shall be in addition to, and not to the exclusion of, any other remedies available to Residential.

(d) Compensation upon Termination. Upon the termination of this Agreement, Residential shall pay Broker any and all commissions earned, due and payable as of the date of termination of the Agreement (“Termination Date”), which commissions shall be paid within thirty (30) days of the Termination Date. As to completed Loan Applications for a specific loan submitted prior to termination, commissions earned on loans funded after the Termination Date shall be paid within thirty (30) days following the funding date of such loans. No

commissions shall be paid under this Agreement where a completed Loan Application for a specific loan was not submitted prior to termination; where a Borrower is represented as to a specific Loan Application by a real estate Broker who is not a party to this Agreement; or where, after termination of this Agreement, Residential make or arrange a loan for Borrower previously represented by Broker on terms and conditions that are materially different than a previous Loan Application submitted by Broker to Residential. Residential shall pay no commissions to Broker if the termination resulted from Broker's fraud, constructive fraud, gross negligence or other from any other material breach of this Agreement.

6. Indemnification.

(b) By Residential. Residential shall indemnify and hold Broker and its agents harmless from any and all demands, costs, judgments and claims of any kind (including attorneys fees and court costs) arising out of claims on an Application or resulting Loan arising from the acts or omissions of Residential or its personnel or agents after the submission of an Application to Residential.

(c) By Broker. In addition to any other rights and remedies that Residential may have, Broker shall indemnify and hold Residential, its partners, affiliates and respective officers, directors, employees and agents, harmless from and against, and shall reimburse it or them for any losses, damages, deficiencies, claims, causes of action or expenses of any nature, (including attorney's fees), incurred before or after any loan closing to the extent resulting from;

- (i) Any misrepresentation, (intentional, actual, reasonable, negligent or otherwise), made by Broker, or any breach of warranty by Broker, contained in this Agreement, or in any schedule, exhibit, report, statement or certificate furnished by Broker pursuant to this Agreement, irrespective of any actual or constructive knowledge by Broker of such misrepresentation.
- (ii) Any indication of fraud in the origination of any loan, either immaterial or material, whether or not as a result of any act or omission of Broker, or any employee, representative or agent of Broker; or
- (iii) Any first payment default.

7. Compliance with Laws. Both parties shall in all of their activities under this Agreement comply with the laws of the State of California and the United States. All activities by Broker shall be conducted in strict accordance with the California Real Estate Law applicable to real estate Brokers. If either party's license ceases to be in good standing, that party shall immediately notify the other in writing. In addition, if either party, if registered as a corporation, shall cease to represent that corporation as its Broker, that party shall immediately notify the other in writing.

8. Arbitration Agreements with Applicants. Residential may require Applicants to execute an arbitration agreement requiring the Applicants to arbitrate all claims the Applicants may have with Residential, Broker and any other party in the transaction. If an Applicant initiates arbitration with Residential, Broker stipulates to join in such arbitration if it is named in the claim or has a cross-claim against Residential.

9. Arbitration of Disputes. The parties agree that any dispute between them shall be decided by binding arbitration under the rules of the American Arbitration Association. The prevailing party shall be entitled to an award of its attorney and accounting fees from the losing party and arbitration costs. All hearings shall be in the County of San Diego unless otherwise agreed or ordered by the arbitrator(s). Limited discovery shall be conducted in the discretion of the arbitrator(s).

10. Broker's Representations and Warranties. To induce Residential to enter into this Agreement and to induce Residential to make loans submitted by Broker pursuant to this Agreement, Broker represents and warrants

to Residential, at the date of execution of this Agreement and on the date each Loan Application is submitted pursuant hereto:

(a) That Broker, and each person performing services on behalf of Broker for which a California Real Estate license is required, has, and at all times during the term of this Agreement shall have, a current, valid California Real Estate license and all other licenses that may be required by any federal, state or local regulatory authority in order to conduct the business activities contemplated under this Agreement;

(b) That all license information and all other information submitted to Residential in support of this Agreement, outlined in section 10c, is at the time made true and accurate;

(c) Except as expressly disclosed in writing to Residential and consented to by Residential in writing, that Broker has undertaken a reasonable investigation and has determine that neither Broker nor any licensee working for Broker: (1) is listed on the Specially Designated Nationals ("SDN") list; (2) is subject to any pending criminal, civil or administrative action by any government agency relating in any way to his/her/its conduct while acting in any capacity, whether as a principal or as an agent, involving his/her real estate license or which could lead to suspension or revocation of his/her real estate license (e.g., an investigation or accusation by the DRE, a criminal investigation or a complaint or civil law suit); (3) has had his/her/its real estate license suspended or revoked (conditionally or otherwise) within the past 5 years; or (4) has been convicted of a Felony within the past 10 years;

(d) If Broker is a corporation or a partnership ("Entity"), that such Entity is duly organized, validly existing and in good standing under the law of its state of incorporation or organization and is duly authorized and licensed to do business in California;

(e) That all information submitted by Broker, including without limitation all Loan Applications and supporting documentation (i.e., including, but not limited to, appraisals, credit reports, VOE's, VOMs) from Borrowers or from third parties, shall be true, correct, authentic, currently valid and unaltered from the original, to the best of Broker's knowledge and belief;

(f) That Broker shall not demand or receive any compensation, regardless of the form or time of payment, except as disclosed to Residential and to Borrower in the MLDS or in an Amended MLDS, true and accurate copies of which shall be given to Residential; and

(g) That Broker will not and shall not charge fees and costs, when combined with all other fees and cost charged to the Borrower in a Loan made or arranged by Residential, that would render any loan a "covered loan" under Cal. Financial Code §§ 4970 et seq. or subject to the provisions of the federal Home Owners Equity Protection Act a.k.a. "Section 32 loans" (15 U.S.C. §§ 1602(aa) and 1639; Reg. Z § 226.32).

11. Relationship and Withholding.

(a) Independent Contractor/Non-Agency. Residential and Broker agree that: (1) each is acting as an independent party; (2) Broker shall provide services hereunder as an independent contractor of Borrower, and Broker shall in no way be deemed or considered to be the agent, subagent, representative or employee of Residential for any purpose, even though compensation may be paid to Residential or its Lender by the Borrower and that compensation may be split with Broker as compensation for Broker's services rendered to Borrower; and (3) Broker is not a partner or joint venturer with Residential or its Lenders. Broker shall operate from premises other than those of Residential and shall have discretion in the manner of carrying out the activities to be performed by him/her under this Agreement, so long as he/she performs his/her obligations hereunder and, at all times, fully complies with all applicable laws and regulations. Broker shall have no authority to bind Residential or Lenders in anyway or to make any representations or warranties on behalf of Residential or Lenders to Borrower or to any third party.

(b) Withholding. Residential shall not withhold any amounts for federal and state income taxes, F.I.C.A., S.D.I., worker's compensation, unemployment compensation, or the like, from any fee or other form of compensation paid to Broker under the terms of this Agreement. Broker shall pay all federal and state income taxes,

F.I.C.A., self-employment tax, S.D.I., and all other taxes and charges levied or assessed with respect to any fee or other form of compensation paid to Broker under this Agreement.

(c) W-9 and Licenses. Along with a signed copy of this Agreement, and as a condition thereof, Broker shall deliver to Residential: (1) a completed W-9 form showing Broker's Social Security Number or its Federal Identification Number; and (2) true and accurate copies of current, valid licenses from the Cal. Dept. of Real Estate including: a corporate Broker's license and a designated officer's Broker's license (if Broker is a corporation); an individual Broker's license (if not a corporation) and real estate licenses for all employees who will be performing any acts or services requiring a real estate license under California law or under any applicable federal, state or local law. For any licensees who were not previously disclosed to Residential (e.g., new Broker or salesperson licensees or new designated Broker), Broker agrees to update its licensee information promptly, but no later than the time of submitting a new Loan Application, by delivering to Residential true and accurate copies of valid licenses from the DRE for each and every person for whom Broker would have been required to provide such information at the time this Agreement was signed by Broker and delivered to Residential.

12. Miscellaneous. This Agreement constitutes an integrated agreement between the parties and supersedes all previous agreements and negotiations. This party is binding upon and may be enforced by the successors, assigns and affiliates of each party. It shall be construed as if drafted by both parties. This Agreement may only be modified or waived by an agreement in writing. This Agreement may be executed in one or more counterpart or signature pages, each of which shall be deemed an original and together which shall comprise one instrument. A facsimile of this Agreement bearing the signature of a party shall have the same legal effect as an original. Either party may terminate this Agreement at any time, for any reason or for no reason at all (with or without cause), upon delivery and confirmed receipt of a written notice of termination to the other party.

The parties have executed this agreement to be effective on the date first set forth above.

Residential Capital Mortgage Income Fund, LLC

“RESIDENTIAL”

By: _____ (sign)

Its: _____ (title)

“BROKER”

By: _____ (sign)

Its: _____ (title)

_____ (print name)

Broker's Social Security #: _____



BROKER AGREEMENT ADDENDUM

This Broker Agreement Addendum (the "Addendum") supplements and is made a part of the Broker Agreement ("Agreement") and is made effective as of _____, 20____ between Residential Capital Mortgage Income Fund, LLC, a California Limited Liability Company, CFL License No. 603-9952, on behalf of itself and its affiliated companies, located at 4870 Viewridge Ave. #100, San Diego, CA 92123 (collectively, "Residential") and

Department of Real Estate Broker's License Number _____ located at _____ ("Broker").

WHEREAS:

Broker desires to order a Broker Price Opinion ("BPOs") from a 3rd party BPO company prior to submission of a loan;

The parties agree that:

Broker shall open an account with the BPO Company and be solely responsible for the balance on said account.

Broker shall use a BPO company approved by Residential.

Residential shall reimburse Broker for a BPO, when the following conditions are met:

1. The BPO is submitted to Residential with a full package loan as detailed on the Full Package Checklist Form R175 (2/28 ARM product) or R180 (HELOCs).
2. At the time of submission, the BPO invoice must be included with the full package. The BPO invoice must show a paid in full status with a zero balance.
3. Residential will reimburse Broker for 10 BPOs per month, unless otherwise approved in writing by Residential.

Residential Capital, L.P.

"RESIDENTIAL"

By: _____ (sign)

Its: _____ (title)

"BROKER"

By: _____ (sign)

Its: _____ (title)

_____ (print name)



COMMITMENT TO RESPONSIBLE LENDING

As a Broker approved to submit loans to Residential Capital Mortgage Income Fund, LLC (“Residential Capital”),

_____ (Company Name) and its employees and associates
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 Residential Capital 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 Residential Capital 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 not limited to, an assurance of the following: a) the true source of the down payment is disclosed to Residential Capital; 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 Residential Capital’s commitment to a zero tolerance policy for mortgage fraud. Any fraud discovered by Residential Capital 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 comply with all Residential Capital 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 Residential Capital Broker Commitment to Responsible Lending.

“Broker”

By: _____ (sign)

Its: _____ (title)



DISCLOSURE/DUE DILIGENCE

- 1. Is the Broker license of applicant in good standing?
 Yes No
- 2. Has your company, and/or principles or corporate officers, been named as defendant in a lawsuit for alleged fraud or misrepresentation in connection with any real estate related activity?
 Yes No
- 3. Has your company, and/or principles 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?
 Yes No
- 4. Has your company, and/or principles or corporate officers, ever had a real estate or other professional license suspended, revoked, or received any other disciplinary action from a regulatory agency?
 Yes No
- 5. Have any agencies, investor's, or mortgage insurer's audit in the last three years shown your company to be out of compliance with any guidelines?
 Yes No

Lender References

List four lenders with whom you are doing significant business:

Lender Name: _____ Telephone: _____

Contact Person: _____ Job Title: _____

Lender Name: _____ Telephone: _____

Contact Person: _____ Job Title: _____

Lender Name: _____ Telephone: _____

Contact Person: _____ Job Title: _____

Lender Name: _____ Telephone: _____

Contact Person: _____ Job Title: _____

The undersigned declare that to the best of their knowledge, the statements and information set forth herein are true. Residential Capital is hereby authorized to obtain verification from any source names herein.

“Broker”

By: _____ (sign)

Its: _____ (title)



Broker Information

(Please complete this form in its entirety)

Broker Name: _____

Company Name: _____

DBA (if applicable): _____

Broker Email: _____

Main Office
Address: _____

Office Phone: _____

Office Fax: _____

Broker Cell Phone: _____



Additional Branch Location Form
(If Applicable)

Legal Business Name: _____
(As Name Should Appear in Origination System)

Address: _____

City: _____

State: _____

Zip: _____

Contact Name: _____

Contact Phone: _____

Branch Phone: _____

Branch Fax: _____

**Note: Branch License address listed above MUST match address on license. Complete this form for each additional branch you would like added to our origination system.*

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

Social security number									

OR

Employer identification number									

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

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

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

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

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

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

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

Nonresident alien who becomes a resident alien.

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

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

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

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

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

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

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

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

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

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

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

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

Exempt From Backup Withholding

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

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

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

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

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

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

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

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

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

Part II. Certification

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

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

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

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

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

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

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

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

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

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