



Thank you for your interest in J.I.M. Financial Group, Inc. J.I.M.'s primary goal is to attract and maintain loyal customers. We offer a unique and diversified product to our customers and accept loans originated throughout the Western United States.

J.I.M. evaluates and approves origination sources before funding any transactions. Our approved sources must have the appropriate state licenses and registration. The approval process moves quickly if you provide us with all the information requested.

We value your business and would like to have you as a member of our team. Please follow the eight steps below and return ALL items to your account manager or our corporate office.

- _____ 1. Complete Broker Application
- _____ 2. Complete and sign Mortgage Broker Agreement Form
- _____ 3. Sign Loan Fraud Prevention Policy
- _____ 4. Sign Authorization to Release Form
- _____ 5. Complete W-9
- _____ 6. Include state authorization to broker residential mortgage loans
 - ___ California: Broker License
 - ___ Nevada: State License
 - ___ Arizona: State License
 - ___ Colorado: State License (1st only)
 - ___ Hawaii: State License
- _____ 7. Company Name: _____
- _____ 8. Include professional resume(s) for primary applicant(s)
- _____ 9. Article of incorporation (if incorporated)
- _____ 10. Signed Balance Sheet (if incorporated)

Internal Use Only

COMPANY (BROKER ID):	_____
ASSIGNED AGGENT:	_____
DATA TRACK:	_____
MISSING ITEMS:	_____
APPROVAL LETTER SENT & DATE:	_____
LICENSE # :	_____
EXPIRATION DATE:	_____
TAX ID # :	_____
SS# :	_____

AUTHORIZATION TO RELEASE INFORMATION

To Whom It May Concern:

I, the undersigned, hereby authorize J.I.M. Financial Group, Inc. ("J.I.M.") to verify all information with regard to, but not limited to credit history, employment history, warehouse accounts, bank accounts, any accounts payable, broker relationships, and all other information deemed necessary in connection with my broker application for approval.

You are authorized to release loan balances and provide ratings or any other pertinent information requested by J.I.M.

I authorize Liberty to reproduce this authorization as needed to obtain complete information. A copy of this instrument bearing my signature carries the same authority as the original.

Your Company, Officers, and Employees are held harmless by me for furnishing true and correct information.

Broker Signature

Social Security # Date

Principal/Owner Signature

Social Security # Date

LOAN FRAUD PREVENTION POLICY

J.I.M. Financial Group, Inc. (J.I.M.) supports the eradication of residential mortgage loan fraud. Brokers should be aware that they bear responsibility for all incidents of fraud in loans originated by their employees. Brokers are responsible for the content and quality of each application taken and each loan submitted to J.I.M.

THE SUBMISSION OF A LOAN APPLICATION CONTAINING FALSE INFORMATION IS A FEDERAL CRIME.

Examples of loan fraud include:

1. Submission of inaccurate information, including false statements on loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit and asset information or personal information including identity, ownership/non-ownership of real property, etc.
2. Forgery or misrepresentation of partially or predominantly accurate information.
3. Inaccurate representation of current occupancy or intent to maintain required occupancy as agreed in the security instrument.
4. Lack of due diligence or concern by Broker, loan officer, interviewer or processor, including failure to obtain or divulge all information required by the application and failure to request further information as dictated by Borrower's response to other questions.
5. Acceptance of information or documentation that is known or suspected to be inaccurate or acceptance of information that should be known to be or suspected to be inaccurate (which includes simultaneous or consecutive processing of multiple owner-occupied loans from a single applicant where information differs on each application and permitting an applicant or interested third party to assist with the processing of the loan).
6. Failure of the Broker to disclose any relevant or pertinent information.

CONSEQUENCES OF LOAN FRAUD

The consequences of residential loan fraud are far-reaching and expensive. J.I.M. Financial Group, Inc. warrants the quality of our loan product to our investors. Fraudulent loans cannot be sold in the secondary market for home mortgages. Fraudulent loans damage our reputation with investors and mortgage insurance providers. If a loan is discovered to be fraudulent after sale, J.I.M. could be obligated to repurchase the loan from an investor. J.I.M. will then pursue its legal rights against Broker and Borrower. The consequences to those who participate in loan fraud are even more severe. A few of the potential consequences are:

TO THE BROKER:

1. Criminal prosecution that may result in fines and imprisonment
2. Revocation of Broker's license (if applicable).
3. Inability to access lenders caused by the exchange of legally permissible information between lenders and mortgage insurance companies and submission of information to investors (FHLMC, FNMA and other investors), police agencies and state and federal regulatory agencies.
4. Civil action by J.I.M. Financial Group, Inc..
5. Civil action by applicant (borrower) and other parties to the transaction.
6. Loss of approved Broker status with J.I.M. Financial Group, Inc.

TO THE BORROWER:

1. Acceleration of debt as mandated in the security instrument (Deed of Trust or Mortgage).
2. Criminal prosecution that may result in fines and imprisonment
3. Civil action by J.I.M. Financial Group, Inc.
4. Civil action by other parties to the transaction such as seller or real estate agent/broker.
5. Termination of employment.
6. Forfeiture of any professional license.
7. Adverse, long-term effects on credit history.

I UNDERSTAND AND ACCEPT J.I.M. FINANCIAL GROUP, INC.'S LOAN FRAUD PREVENTION POLICY.

BROKER: _____

BY: _____
Signature – Broker of Record or Principal Officer Title Date

MORTGAGE BROKER AGREEMENT

This **Mortgage Broker Agreement** ("Agreement") is made and entered into this _____ day of _____, 200__ between **J.I.M. Financial Group, Inc.**, A California Corporation (J.I.M.), with its principal place of business at 249 E. Ocean Boulevard #404, Long Beach, CA 90802, and _____ ("Broker"), with its principal place of business at _____, and sets forth the terms, conditions and consideration pursuant to with Broker will provide services to J.I.M. Financial Group, Inc.

The Parties hereby agree as follows:

- 1. Independent Contractor.** The parties are independent contractors. Nothing in this Agreement or in the activities contemplated hereunder shall be deemed to create any agency, partnership, employment, or joint venture relationship between the parties. Neither Broker nor any of its officers, employees or agents shall represent that they are agents or employees of J.I.M. Financial Group.
- 2. Compliance.** Broker shall comply with all applicable federal, state and local laws, regulations and ordinances as they related to this Agreement and the services delivered hereunder, including without limitation, the Truth in Lending Act, the Real Estate Settlement Procedures Act (RESPA), the Equal Credit Opportunity Act, the Fair Credit Reporting Act, and all federal, state and local laws, regulations or ordinance applicable to mortgage brokers (all such laws, regulations and ordinance collectively "Applicable Law"). Broker shall obtain and maintain in force during there term of this Agreement all permits and licenses necessary to enable Broker to lawfully provide their services required under this agreement.
- 3. Services.** Subject to the terms of this Agreement, Broker may from time to time submit to J.I.M. applications for loans in accordance with the lending program requirements provided by J.I.M , with may be changed from time to time at the sole discretion of J.I.M. provided that any such submission shall not be construed as creating an obligation on the part of J.I.M. to accept any applications from Broker, or, after acceptance, to make loans with respect to those particular applications J.I.M retains the right in its sole discretion to decline acceptance or approval of any loan application. Broker shall not warrant or represent to any borrower that J.I.M. has approved or will approve and fund any loan until such time as J.I.M. has so informed Broker in writing. At the time of submission of a loan application, Broker shall property prepare and furnish to J.I.M. in the form required such items or documents as J.I.M. may require and shall provide any additional documentation requested, including information J.I.M. requires to comply with applicable federal laws and regulations. Broker shall provide at least five of the services listed on Schedule A for any loan for which it receives compensation fro J.I.M. hereunder.
- 4. Nonexclusive Engagement.** Broker acknowledges that it is not now and will not be the exclusive provider of mortgage loan origination services to J.I.M and that J.I.M. has made no representation as to the volume of loan applications that it may accept or approve from Broker. J.I.M. acknowledges that Broker has no obligation to provide loan applications to J.I.M.
- 5. Compensation.** Any compensation to Broker by J.I.M. is as consideration for the mortgage loan services provided hereunder and shall be described on rate sheets provided by J.I.M. from time to time. J.I.M. reserves the right to change the compensation and other terms in the rate sheets from time to time. Broker acknowledges that is must provide all disclosures required by federal and state law with respect to Broker's compensation. Broker agrees that it will not accept from or give to any person, directly or indirectly, any commission, fee or other thing of value other than as disclosed in accordance with and permitted by RESPA and that the total compensation that Broker received on loans covered by this Agreement, including any compensation received from a borrower, is for goods and services that Broker has in fact rendered and does not exceed the fair market value of the goods and services actually provided. Any compensation paid by J.I.M. to Broker shall excluded all taxes and duties of any kind. In the event that broker fails to pay J.I.M. any sums due under this Agreement, J.I.M. shall permitted to offset such sums from any accounts that are due or become due to Broker pursuant to this Agreement.
- 6. Representations and Warranties of Brokers.** Broker is duly organized, validly existing and in good standing under the laws of the state of its organization and is authorized to transact business in all states in which it transacts business. Broker has all necessary licenses and permits from all applicable federal, state and local authorities to engage in the activities contemplated by this Agreement. This Agreement has been duly authorized and executed by Broker and is, or upon delivery will be, a legal, valid and binding obligation of Broker enforceable in accordance with its terms. The execution, delivery and performance of this Agreement by Broker will not violate Broker's articles of incorporation, by laws, any instruments related to the conduct of Broker's business. Neither Broker nor any of its agents knows of any suit, action, legal or administrative or other proceeding pending or threatened against Broker that would materially affect its ability to executed, deliver or performs its obligations under this agreement. Broker will make such investigations and inquires to verify the truthfulness and completeness of all information relating to the borrower's creditworthiness and collateral submitted in connection with an application for a loan. Broker warrants and represents that as of the date of the closing and funding of a loan for which Broker has submitted an application, all such information in the application is date of the closing and funding of a loan for which Broker has submitted an application, all such information in the applications is true, accurate and complete and that Broker will not omit any material information. Broker further represents, warrants and covenants that it has no adverse information or documentation concerning any borrower that it has not communicated to J.I.M. and that all documents or instruments prepared or submitted by Broker in connection with such loans will be valid and genuine in every respect. Broker has complied with all Applicable law in the origination of the loans and all loans submitted comply with Applicable Law. The representations and warranties made by Broker to J.I.M. hereunder shall be true in all respects on the dates hereof, and on the dates that any loan submitted to J.I.M. by Broker is funded and closed. Broker understands and acknowledges that J.I.M. intends to sell closed and funded loans to investors in the secondary mortgage market.
- 7. Indemnification and Repurchase.** Broker shall indemnify J.I.M. and hold J.I.M., it officers, directors, employees and agents harmless against any and all claims, losses, damages, liabilities, penalties, fines, reasonable legal fees and related costs, judgments and any other costs, fees and expenses arising out of or in connection with the failure of Broker to perform in strict compliance with the Agreement or by reason of the breach of any representation, warranty or covenant set forth herein. In addition to any rights or remedies that J.I.M. has hereunder, if J.I.M. determines that any representation or warranty wit respect

to a loan is incorrect or the loan is fraudulent, Broker shall immediately repurchase such loan on request of J.I.M., at a purchase price determined by J.I.M., taking into consideration (i) the total repurchase price, and related costs and expenses required by an investor of J.I.M. to repurchase the loan, if applicable, (ii) the unpaid principal balance of the loan, together with all accrued and unpaid interest on the loan as of the date of repurchase, (iii) any compensation received by Broker from J.I.M. with respect to the loan, and (iv) all losses, costs, damages and expenses incurred by J.I.M. in connection with such loan repurchase. The indemnification and repurchase obligations under this Section 7 shall survive the termination or cancellation of this Agreement.

8. **No Solicitation.** For _____ days/months after the funding date of any loan for which Broker submitted and application to J.I.M. Broker and its employees and agents, shall not solicit for prepayment or finance or take any refinance application on the same property from the borrower to whom such loan was made. For purpose of this Agreement, "solicit" shall not be deemed to include mass advertising not individually directed to specific borrowers to whom J.I.M. has funded a loan.
9. **Confidential Information.** Broker, in performing services under this Agreement may acquire information about certain matters that are confidential to J.I.M., including, without limitation, (i) files and information regarding prospective borrowers, (ii) J.I.M.'s operations, internal procedures, business methods, strategies, policies, customer lists, trade secrets, financial statements and related information, (iii) and other intellectual property and information confidential to J.I.M. (collectively, "Confidential Information"). Broker agrees that all Confidential Information is the exclusive property of J.I.M. and Broker shall Keep confidential the Confidential Information and not disclose the Confidential Information to any third party, except as required by law or as may be necessary to carry out its duties hereunder. This obligation shall survive termination of this Agreement.
10. **Miscellaneous.** This Agreement, including Schedule A, which is hereby incorporated herein, contains the final and entire agreement of the parties and all other agreements made with respect to the subject and the transaction contemplated hereby shall have no force and effect. No amendments, supplements, or waivers of any provision of this Agreement shall be valid, other than with respect to compensations and rate sheets, unless by an instrument in writing, signed by authorized representatives of both parties. Broker may not assign or delegate this Agreement or any of its rights or obligations hereunder, whether by operation of law or otherwise, with the prior written consent of J.I.M., which consent may be withheld in J.I.M.'s sole and arbitrary discretion. This Agreement shall inure to the benefit of and be binding on the parties hereto and their successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and their successors and permitted assigns, any rights, obligations, remedies or liabilities. Time is of the essence with respect to this Agreement. Article and section headings are included for convenience only and are not to be used to construe or interpret this Agreement. No delay, failure or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall operate to waive such right or remedy. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining portions shall in no way be affected or impaired thereby. This Agreement may be executed in counterparts, each of which when so executed shall be an original but all such counterparts shall constitute but one and the same agreement. This Agreement shall be governed by California law, without regard to principles of conflicts of law. Venue for any judicial proceeding under this Agreement shall in Los Angeles County, California. The remedies set forth in this Agreement are not exclusive. All notices permitted or required to be delivered hereunder shall be in writing and shall be deemed to have been properly given if either personally served or sent by prepaid, certified mail, or by national overnight courier, addressed to the party at its address set forth above, attention to: _____ if to J.I.M. or to _____ it to Broker. If any legal action or other proceeding is brought for the enforcement of this Agreement, or in connection with any dispute related thereto, the substantially prevailing party or parties shall be entitled to recover reasonable attorneys' fee and other costs incurred in such proceeding, in addition to any other relief to which such party may be entitled. This Agreement may be terminated by either party, with or without cause, upon written notice as provided herein.

J.I.M. Financial Group, Inc.

By: _____

Broker: _____
(Signature - Broker of Record)

Its: _____

Title: _____

BROKERS APPLICATION

J.I.M. Agent: _____

Company Name _____ DBA (if Applicable) _____

Company Address _____ City _____ State _____ Zip Code _____

Phone _____ Fax _____

www URL _____ Email _____

Company is: Sole Proprietorship Corporation Partnership

Principal Contact: _____ Number of Agents _____

Agent Names and Agent email (*Attach list if necessary*)

Branch Offices: Please attach list with phone and fax numbers along with the appropriate license(s) (if applicable)

COMPANY OFFICERS (NAME AND TITLE):

List all states of operation: _____

License(s) Held: (*Attach Copy*)

State	Type	Number	Issued	Expiration

REFERENCES: (*Mtg Lending Related*)

Company	Contact	Volume/Month	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Do you have any affiliation, or are you a part owner in any other mortgage related business (e.g., appraiser, escrow or title)? Yes No If yes, please explain _____

AUTHORIZATION: The undersigned declares that the foregoing information and all accompanying information are true and correct. J.I.M. Financial Group, Inc. is hereby authorized to obtain verification of information from any source named herein.

BROKER: _____

(Signature – Broker of Record or Principal Officer) _____ Title _____ Date _____

(Print Name) _____

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.