



BROKER PARTNER APPLICATION

Broker / Company Information		
Legal Name:		
DBA (List):		
Street Address:		
City:	State:	ZIP Code:
Primary Contact Phone:		Primary Contact:
Company Website:		Contact E-mail:
Business Type: LLC Sole Proprietor Corp. S. Corp. Partnership Federal Tax ID: (SSN# if Sole Prop):		

Licensing Information	
Broker of Record:	Broker Email:
Broker NMLS #:	State License #:
Company NMLS #:	
Broker of Record Ownership %	Add Owners: Ownership %

Additional Information								
Are you owned, controlled, or a subsidiary of any other entity? If Yes, Name of Entity:								
<p>Is the company or any person affiliated* with any other real estate related business, such as builder, property management, insurance, escrow, realty, contractor, loan modification company, appraisal, or credit repair company? (If Yes, please provide the following information on each affiliated company) *Affiliated is defined as having an ownership in, partnership, have interest in, or family/close personal relationship.</p> <table border="1" style="width: 100%;"> <thead> <tr> <th>Company Name</th> <th>Address</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Company Name	Address						
Company Name	Address							
Are you closing loans under your license or an affiliated Closing Agent/Escrow or Title Company? If YES Provide:								
<table border="1" style="width: 100%;"> <thead> <tr> <th>Affiliated Closing Company Name</th> <th>Address</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> </tbody> </table>	Affiliated Closing Company Name	Address						
Affiliated Closing Company Name	Address							

Sales Channel Selection	
Standard Wholesale (All Products)	Business Purpose Lending (Only)

References (2):			
Company	Contact Person	Email	

Disclosures (If any of the questions below result in a Yes Box Checked Provide a Letter of Explanation)	YES	NO
1.) Is there any pending litigation involving any principals/owners?		
2.) Has applicant ever been suspended from brokering loans or has its approval status revoked by any lender?		
3.) Have you ever been a Defendant in a Lawsuit Initiated by a Lender, Investor, or any party involved in a loan transaction?		
4.) Have you ever been disciplined or have unfavorable findings by a local, state or federal regulatory agency?		
5.) Have you been required to repurchase a loan(s) from lenders or investors in the past 12 months?		
If yes to 1-5, please attach a complete detailed explanation and supporting documentation.		
6.) Our company DOES NOT have an internal audit system to verify authenticity of the information		

The undersigned applicant(s) authorize(s) the release to TOTAL QUALITY FINANCIAL INC. of any and all Information(s) about the applicant(s) deemed necessary by TOTAL QUALITY FINANCIAL INC. and is hereby authorized to obtain verification of this information from any source in connection with this mortgage broker application. The applicant(s) also agree(s) from time-to-time, TOTAL QUALITY FINANCIAL INC. may request and secure additional information from mortgage brokerage.

The undersigned hereby certify that Mortgage Brokerage is in good standing with any all applicable regulatory agencies. The undersigned further certify that said Mortgage Brokerage is not a defendant in any litigation alleging fraud, misrepresentation or dishonest acts. I/We certify that all information contained in this Mortgage Brokerage application are true and correct to the best of his/her knowledge and belief.

Loan Production

Year to Date Volume \$: _____ Prior Year(s) Volume \$: _____

Signature Date

Broker of Record Full Name (Print) Title



MORTGAGE BROKER AGREEMENT

This Mortgage Broker Agreement ("Agreement") is entered into on _____ by and between _____ ("Broker"), and TOTAL QUALITY FINANCIAL INC. ("Lender"), (collectively, the "Parties"). In consideration of the mutual promises and covenants herein, Broker and Lender hereby agrees with reference to the following:

RECITALS

- A. The Parties wish to establish a relationship whereby Broker will from time to time submit completed application packages ("Applications") for residential mortgage loans ("Loans") to Lender on behalf of Broker's clients ("Borrowers").
- B. Lender will consider for approval and funding all Applications submitted which meet its lending criteria, underwriting standards, policies and guidelines ("Lending Criteria"), as amended from time to time.
- C. Lender and Broker intend as the Parties desire to enter this Agreement to set forth the terms of their relationship.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

AGREEMENT

1. General Broker Responsibility; Fees. Broker will, at Broker's sole cost and expense, perform those services as required or directed by Lender, including, without limitation, those services listed on Addendum "A" to this Agreement. Lender, at its sole discretion, may amend Addendum "A" from time to time to meet Lender's loan process requirements, and will provide a copy of the amended Addendum "A" to Broker. Such fees may be paid in whole or in part by Borrower and/or by Lender; provided, that no fees shall be payable to Broker which have not been fully disclosed to, and approved by, both Lender and Borrower. The contents of all Loan packages and other information submitted to Lender shall become the property of Lender upon loan closing, and all information contained therein may be subject to Lender's independent verification. No fee shall be owed to Broker on account of any proposed Loan which is not funded and closed, and Lender shall have no obligation under this Agreement to Broker if a Loan fails to close and fund, for whatever reason except that Lender will fund any loans submitted to Lender by Broker, which conform with the lending criteria, policies and guidelines then in effect ("Lending Criteria").

2. Loan Approval. Lender shall make available to Broker product descriptions of the various wholesale lending programs being offered by Lender from time to time. Such descriptions shall not be binding upon Lender. Loan approval shall be within Lender's Lending Criteria. Broker shall not represent to any party that Lender has approved or will approve any Loan until Broker is so informed by Lender in writing. All Loans shall close in Lender's name. Appraisers and their qualifications must be approved in advance by Lender; however, such approval does not ensure that Lender will not review or rewrite any appraisal submitted to it.

3. *Broker's Warranties.* Broker represents, warrants and covenants to Lender, as of (i) the time any Loan package is submitted to Lender, and (ii) as of the time the Loan is funded and closed through the life of the Loan, that:

3.1 *Authority and Capacity.* Broker is a duly organized and validly existing entity in good standing under applicable laws of the state of California and is properly licensed, approved or registered with the U.S. Housing & Urban Affairs Department (at any time a FHA loan is submitted to Lender) and in such state or other states in which it is engaged in the business of brokering or originating mortgage loans, and that it has the requisite authority and capacity to enter into this Agreement and this Agreement has been duly authorized, executed and delivered by Broker and constitutes a valid and binding obligation of Broker, enforceable in accordance with its terms. Broker's compliance with the terms and conditions of this Agreement will not violate any provisions of its charter documents, any instrument relating to the conduct of its business, or any other agreement, law or regulation to which it may be a party or under which it may be governed.

3.2 *No Untrue Statements.* None of the statements or information contained in any document submitted with or included as part of the application package, or in any document reviewed in connection with Lender's underwriting decision, contains or will contain any misleading, false or erroneous statements, or omit facts necessary to make such statements or information accurate and understandable in every respect.

3.3 *Absence of Claims.* There is not pending or threatened any suit, action, arbitration, or legal, administrative, or other proceeding or investigation (including an allegation of fraud by another lender) against Broker or its current or former owners, agents, or employees which could have an adverse effect on the Broker's business, assets, financial condition, or reputation, or upon any Loan submitted for funding by Lender.

3.4 *Control of Document.* No Borrower shall have had in its direct or indirect possession or control any credit, income, or deposit verification document submitted to Lender with respect to any Loan.

3.5 *Duly Licensed.* Broker possesses all necessary approvals, licenses, permits, and authority to execute and deliver this Agreement and to engage in the activities contemplated by this Agreement, and Broker is in full compliance in all respects, and in good standing, with all regulatory and supervisory agencies having jurisdiction over Broker.

3.6 *Ownership.* Broker has no direct or indirect ownership interest in any property acting as security for the Loan.

3.7 **Compliance / Licensing.** Broker and each other person involved in the Loan transaction has complied and will comply with all applicable state and federal laws and regulations, including without limitation of the National Housing Act and its implementing regulations, (if a FHA loan is submitted to Lender) as amended, with respect to the Loans and the activities of Broker. The Broker and each other person involved in the Loan transaction is in full compliance in all respects with all rules and regulations of all real estate and mortgage lending regulatory and supervisory agencies as are applicable to Broker and such person(s), and Broker and all such person(s) are presently in good standing with, and hold all licenses and approvals required by, such agencies. Broker covenants to maintain all licenses and approvals on a current basis and to keep itself in good standing with such agencies. Broker further covenants to notify Lender immediately upon the suspension, revocation, expiration or other termination of any licenses or approvals, or of the taking of any action by any such agency against Broker or such person(s) which could adversely affect the Broker's licenses and approval.

3.8 **Fees.** Any fees (and the amount of such fees) imposed by Broker upon Borrower have been determined by negotiations between Borrower and Broker. The total fees to be received by Broker have been separately itemized and fully disclosed to Borrower and Lender.

3.9 **Services to Borrower.** At all times during the term of this Agreement, with respect to each Borrower whose application has been submitted to Lender, Broker has observed and shall observe and fully discharge the duties owed by mortgage brokers to their clients under applicable law. In addition to having assisted Borrower in the completion of his/her loan application, Broker has fully and satisfactorily performed at least five of the services set forth on Addendum "A." All services were performed and in accordance with accepted and customary standards in the mortgage lending industry generally, and Broker is not aware of any dispute or claim by any borrower that all such services were not fully and satisfactorily performed.

3.10 **High Cost Mortgages.** With respect to any Loan that is subject to the provisions of Section 226.31 and Section 226.32 set forth in Regulation Z (Truth in Lending), prior to the date of Broker's submission of Borrower's completed Loan application package to Lender, Broker has delivered a complete and accurate notice which satisfies all requirements of Sections 226.31 and 226.32 of Regulation Z. Broker has reviewed and analyzed borrower's credit, income, debts and financial condition, discussed the results of its review and analysis with the Borrower and, based upon such review, analysis and discussion, Broker has a reasonable basis to believe that Borrower has the ability to repay the Loan in accordance with its terms. The Borrower has not signed a letter indicating or otherwise notified Broker that Borrower is unable to repay the Loan in accordance with its terms.

3.11 Early Payoff Premium/ Credit Recapture.

For all loans originated by broker, in the case where Lender pays Broker a premium on a Mortgage Loan, or where loan transaction is Borrower Paid, and or Lender income is generated upon sale of loan to third party investors (investor premium), and loan debt is paid off within 180 days from the date of funding, Broker shall, upon demand, not to exceed the LPC to broker plus any broker credit to borrower, reimburse the lender. Broker shall reimburse the lender for all loss of investor premium included all charges incurred if any misrepresentation and/or fraud activity known to the broker is discovered in the file.

3.12 Early Payment Defaults

For the loan types sold to or insured by federal housing agencies, departments, or government backed programs, such as but not limited to Freddie Mac, Fannie Mae, FHA, VA, or Guaranteed Rural Housing (GRH), a loan is considered as Early Payment Default (EPD) if any of the first three (3) payments due to Total Quality Financial Inc, or its assigns becomes 90 days or more delinquent. For purposes of this section, a Loan is considered delinquent if payment is not received on or before its designated due date.

For all other types of loans, a loan is considered as Early Payment Default (EPD) if any of the first three (3) payments due to Total Quality Financial Inc., or its assigns becomes 30 days or more delinquent. For purposes of this section, a Loan is considered delinquent if payment is not received on or before its designated due date.

In such event occurred under section 3.12, Broker shall have a Repurchase Obligation which the Lender will require Broker to repurchase the Mortgage Loan within thirty (30) days at related Purchase Price.

4. *Status of Broker.* Nothing in this Agreement shall be construed as the Broker being deemed a joint venture, partner, representative, employee or agent of Lender. Broker shall not hold itself out as such, nor shall it use Lender's name in any advertising. Broker's decision to submit application packages to Lender has been made in consultation with Borrower.

5. *Broker's Indemnification.* Broker shall indemnify and hold Lender and its affiliates, shareholders, directors, officers, agents, employees, successors, and assigns harmless from and against, and shall reimburse the same with respect to, any and all losses, damages, demands, claims, liabilities, costs, and expenses, including reasonable attorney fees, (collectively "**Losses**") from any cause whatsoever, incurred by reason of or arising out of or in connection with, (a) any breach of any agreement, covenant, representation or warranty contained in this Agreement; (b) Broker's failure to perform any obligation hereunder, (c) any claim by a Borrower resulting from Lender's lawful failure or refusal to fund a Loan; or (d) any claim by any third party that Broker is a joint venture, partner, representative, employee or agent of, or otherwise associated or affiliated with, Lender. Broker's obligation to indemnify Lender under this Agreement shall arise upon Lender's Incurring a Loss.

6. Lender's Rights. Broker's obligation to fully indemnify Lender under this Agreement shall not be affected by Lender taking any of the following actions with or without notice to Broker (a) liquidation, repayment, retirement, or sale or resale of any Loan, (b) foreclosure of any Loan; or (c) sale or resale of the property securing any Loan.

7. Disclosure of Information. Broker acknowledges and agrees that Lender may report instances of Broker making any misstatement in connection with a Loan, or Broker's knowingly aiding a Borrower or any other party involved in the Loan transaction to do the same, to appropriate state or federal regulatory authorities or law enforcement agencies. In addition, Broker shall make prompt, timely, full, accurate and truthful disclosures to Lender of all facts, information and documentation which Broker may know, suspect, or have notice of, which could affect or has affected the validity, collectability, collateral value, security, and enforceability of any loan brokered by Broker for funding by Lender.

8. Termination of Agreement. Upon notice to the other: Broker may terminate its obligations under Section I of this Agreement-, or Lender may terminate its obligations under Sections 1, 2 and 3 of this Agreement. No other provisions of this Agreement may be terminated for any reason.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the state of California.

10. Miscellaneous.

10.1 Right to Offset. Amounts owed by Broker to Lender under this Agreement may, at Lender's option and in its sole discretion, be offset by Lender against any payments then or thereafter owed by Lender to Broker.

10.2 Notices. All notices required hereunder shall be in writing and shall be deemed to have been given, made, and received only (a) upon delivery, if personally delivered to a party; (b) one business day after the date of dispatch, if by facsimile transmission; (c) one business day after deposit, if delivered by a nationally recognized courier service offering guaranteed overnight delivery; or (d) three business days after deposit in the United States first class mail, certified mail, postage prepaid, return receipt requested, to the address appearing on the signature page of this Agreement.

10.3 Attorney's Fees. If any legal action or other proceeding is brought for the enforcement 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 attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled,



MORTGAGE BROKER AGREEMENT

10.4 *Assignment.* Broker may not assign this Agreement or its duties hereunder.

10.5 *Entire Agreement; Amendment.* This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representations, and understandings, no supplement, modification, or amendment shall be binding unless executed in writing by both parties.

10.6 *Waivers or Remedies.* Failure or delay to exercise any right or remedy available under this Agreement or at law or equity, shall not act as a waiver of any other right or remedy, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. All remedies shall be cumulative and nonexclusive.

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

10.8 *Further Assurances.* Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement. In the event any borrower(s) exercises his, her or their right of rescission, Broker shall promptly pay to Lender all amounts collected by Broker from Borrower in connection with the Loan, except where such amounts were disbursed by Broker to third party service providers.

10.9 *Provision of Information.* During the term of this Agreement, and after the submission of a Loan application to Lender, Broker shall furnish Lender, by bonded courier, all notices, communications, documents, correspondence and other materials received by Broker from any person whatsoever relating to a Loan within one day following receipt thereof by Broker.

IN WITNESS WHEREOF, the parties have caused there duly authorized representatives to execute this Broker Agreement as of the date first set forth above.

Broker Company Name: _____

Address: _____

By: _____
(Signature)

Name: _____

Title: _____

Date:

Lender:
TOTAL QUALITY FINANCIAL INC
Address: 630 W Carmel Dr #160
Carmel, IN, 46032

By: /Christopher Paliska/ Signature On File

CEO
TOTAL QUALITY FINANCIAL INC

Date:

ADDENDUM A

- (a) *Taking information from the applicant and filling out the application.* Filling out a prospective borrower's worksheet may substitute for the act of filling out a mortgage loan application if, for reasons of efficiency, the lender prefers to have the actual application filled out in a central location.
- (b) *Analyzing the applicant's income and debt and prequalifying the borrower to determine the maximum amount the applicant can afford.*
- (c) *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 product.*
- (d) *Collecting financial information (for example, tax returns, bank statements) and other related documents that are part of the application process.*
- (e) *Initiating or ordering verifications of employment (VOEs) and verifications of deposit (VODs)*
- (f) *Initiating or ordering requests for mortgage and other loan verifications.*
- (g) *Initiating or ordering appraisals.*
- (h) *Initiating or ordering inspections or engineering reports.*
- (i) *Providing required legal disclosures (Truth-in-Lending, Good Faith Estimate, others) to the applicant.*
- (j) *Assisting the applicant in understanding and clearing credit problems.*
- (k) *Maintaining regular contact with the applicant, real estate broker or salesperson, and lender, between application and closing to apprise them of the status of the application and to gather any additional information as needed.*
- (l) *Ordering legal documents.*
- (m) *Determining whether the secured property is located in a flood zone or ordering a flood determination.*
- (n) *Participating in the loan closing.*

It is the policy of TOTAL QUALITY FINANCIAL INC. to support the eradication of loan fraud within the residential lending marketplace. Loan Brokers should be advised that a licensed Broker bears the responsibility for all actions performed in the course of business, of his or her employees or licensees.

COMMON LOAN FRAUD AND MISREPRESENTATION TYPES

Submission of inaccurate, including false statements on loan application 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.

- Submission of inaccurate information, including false statements on loan applications 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.
- Forgery or partially or predominantly accurate information.
- Incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated in the security instrument.
- Lack of due diligence by broker/loan officer/processor, including failure to obtain all information required by the application and failure to request further information as dictated by borrower's response to other questions.
- Unquestioned acceptance of information, or documentation, which is known, should be known, or should be suspected as inaccurate. This includes:
 - Simultaneous or consecutive processing of multiple owner-occupied loans from one applicant on multiple properties, or from one applicant supplying different information on each application.
 - Allowing an applicant or interested third party to "assist" with the processing of the loan.

CONSEQUENCES OF LOAN FRAUD

The consequences of residential loan fraud are far-reaching and expensive. TQL warrants the quality of our loan production to our investors. Fraudulent loans may not be sold in the secondary market for home mortgages. If a loan is discovered to be fraudulent after its sale, TQL could be obligated to repurchase the loan from our investor. Fraudulent loans harm our reputation and strain our relationships with our Investors and Mortgage Insurance Carriers.



LOAN FRAUD PREVENTION ACKNOWLEDGEMENT

The consequences to those who participate in loan fraud are even more severe. Following is a list, but no limited to, of a few of the repercussions that may be experienced:

To the Broker:

1. Criminal prosecution which may result in possible fines and imprisonment.
2. Revocation of the Broker's license.
3. Inability to access Lenders caused by the exchange of legally permissible information between Lenders, Mortgage Insurance Companies, FHLMC, FNMA, HUD/VA and other Investors, Police Agencies and State and Federal Regulatory Agency.
4. Civil action by TOTAL QUALITY FINANCIAL INC.
5. Civil action by applicant (Borrower) and/or other parties to the transaction.
6. Loss of approved Broker status with TOTAL QUALITY FINANCIAL INC.
7. Loss of any compensation owed on other transactions by Total Quality Lending. to Broker.

To the Borrower:

1. Acceleration of debt as mandated in the Security Instrument, Deed of Trust or Mortgage.
2. Criminal prosecution which may result in possible fines and imprisonment.
3. Civil action by Total Quality Lending.
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 effect on credit history.

I have read the foregoing. I understand and accept Total Quality Lending.'s policy on Loan Fraud.

Signature of Broker of Record/ Principal _____

Broker of Record (Full Name):



MORTGAGE BROKER COMPENSATION AGREEMENT

This Mortgage Broker Compensation Agreement ("Agreement") is made and entered into on _____ and between TOTAL QUALITY FINANCIAL INC. ("Lender") and _____ ("Broker").

I, the authorized signer for and on behalf of ("Broker", hereby elect the following percentage of loan amount for determining broker's Lender-Paid Compensation amount in compliance with the Board of Governors of the Federal Reserve System's Regulation Z to the Truth in Lending Act, for all wholesale funded loans where borrower(s) have chosen to have Total Quality Lending. ("Lender") pay the Broker's compensation:

Please Input your LPC
(Lender Paid Compensation Plan Election (place your % bellow in increments of 0.125 (Range from 0.250 - 2.000)

LPC %

Add Flat Fee\$
(optional)

Maximum \$
(optional)

Broker certifies that when compensation is paid to Broker by Lender, such compensation shall constitute Broker's sole source of compensation and Broker shall not and will not accept any other or additional compensation in any form, at any time, from any party other than the Lender. Broker's compensation is subject to all applicable federal, state, and local laws and regulations and all compensation levels are subject to state and federal high cost limitations.

Lender and Broker may agree to amend the foregoing fixed percentage on a monthly basis. However, any such amended rate of compensation shall apply only to loan applications registered by Lender after the effective date of any such change.

Broker: _____

By: _____ Title: _____ Date: _____



CORPORATE RESOLUTION

I, _____, do HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a _____ Corporation held on _____ at which a panel was present and voted, that such resolution remains in full force and effect as of the date hereof.

RESOLVED,

that the President, Vice-President, Treasurer, or any one of such officers, be and they are hereby fully authorized and empowered to enter into agreements, contracts and arrangements; to execute, sign or endorse on behalf of _____ and to affix the corporate seal on same.

I further certify that the following persons were duly elected or designated and are present incumbents of the respective offices set out after their names, and that the following is true and correct list of officers of this Corporation as of the date hereof:

Officer Name	Title	Signature
Attach continuation sheet if applicable		

In Witness whereof, I set my hand and affix the seal of said corporation on _____
(Notary Field if company requires one (optional))

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6	City, state, and ZIP code		
	7	List account number(s) here (optional)		

Part I	Taxpayer Identification Number (TIN)	Social security number
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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.		or Employer identification number
Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> 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. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
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 for Part II, later.	

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.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they