

### THIRD PARTY ORIGINATOR (“TPO”) APPLICATION & BROKER AGREEMENT

Please review the checklist below and provide the documentation requested if it applies to your business. If you have any questions please contact your individual Account Executive or Pacific Union Financial at 925-935-2274.

- Broker Application** – Complete and sign the application and include all documentation requested in this checklist. You must include at least three (3) lender references. Only complete applications will be processed. **Broker of Record and Principals must sign the “Loan Fraud” Zero Tolerance and Broker Agreement.**
- Broker Compensation Plan** – Complete your broker compensation plan and include it with your package.
- Authorization Form** – Broker of Record and each Principal must sign the Credit Authorization.
- W-9 Request for Taxpayer ID Number** – Complete the enclosed IRS Form W-9 with all required information, sign and return to Pacific Union Financial (“PUF”) with your package. The address on W-9 must match address on broker’s license.
- Organizational Documents:**
  - Corp:** Articles of Incorporation and By-laws.
  - LLC:** Articles of Organization and Operating Agreement.
  - LP:** Certificate of Limited Partnership and Limited Partnership Agreement.
  - GP:** Formation of Partnership and Partnership Agreement
- DBA filings / Amendments.** All DBA filings for subsidiaries and Amendments to Organizational documents if applicable (Names must match your application and license).
- Resumes for Owners, Principals and Key Employees** – Please provide a resume for each principal owner, majority stockholder and key employees whose knowledge is relied upon to run the loan brokerage.
- Current Financial Statements** – Please provide current Financial Statements (prior quarter’s balance sheet and P&L) signed by an authorized officer.
- License/Approvals** – A copy of your professional license, broker’s license, lender’s license, etc., must be included with your application. HUD approved brokers must include their HUD approval letter. License must have the name of the business or owner’s name, be active, and have an address matching that on the IRS Form W-9 (provided). An expired license will delay the approval process. We will also need a list of your Loan Officers with their NMLS numbers.
- Broker Affidavit** – Your company must put the following wording **on your own letterhead** and attest that these statements are true. Please sign and date the form. The required wording is:
  1. There has been no current legal action taken by any regulatory body or previous action taken.
  2. No employees involved in the individual loan transactions submitted to Pacific Union Financial involve an individual or entity that appears on the Federal Home Loan Mortgage Corporation’s Exclusionary List or the Department of Housing and Urban Development’s Limited Denial of Participation List (LDP List).
- Errors & Omissions and Fidelity Bond Insurance** – If you have a current E&O policy or a Fidelity Bond in effect, provide a copy of the policy or bond declaration page. Include the name, address and phone number of the issuing insurance company and agent.
- Quality Control** – Quality control plan as well as any QC results with responses and remedial action.

**Completed Packages** - After completing your application, reviewing the Broker Package Checklist and providing all documentation required, you may return your completed package to your Account Executive, or send your completed package to: **Pacific Union Financial, LLC, Attention: Broker Approval Department.**

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**COMPANY INFORMATION**

Business Name: \_\_\_\_\_

DBA: \_\_\_\_\_

Referred By (Account Executive): \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Number of Years Originating Loans: \_\_\_\_\_

Broker of Record: \_\_\_\_\_ Phone: \_\_\_\_\_

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**BUSINESS TYPE** Mortgage Broker     Mortgage Banker     Bank/ S&L     Credit Union

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**BUSINESS ENTITY TYPE** Sole Proprietorship     Partnership     C Corp     S Corp     LLC     Other \_\_\_\_\_

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**FILING INFORMATION**

Date Company Formed/Incorporated: \_\_\_\_\_ State: \_\_\_\_\_

Company TIN/FEIN/SSN: \_\_\_\_\_

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**PRINCIPALS** *(Please list all Owners with a 5% or greater interest. Attach additional sheets if necessary)*

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Percentage of Company Owned: \_\_\_\_\_ SSN: \_\_\_\_\_ DOB: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Percentage of Company Owned: \_\_\_\_\_ SSN: \_\_\_\_\_ DOB: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**LIST ALL TRADE NAMES (DBA's)** *(Please attach additional sheet if necessary)*

FULL NAME (No Abbreviations)	STATE

**AFFILIATED COMPANIES** *(for additional Affiliated Companies, attach additional sheet if necessary)*

Name of Related Company: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Type of Business/Relationship: \_\_\_\_\_ Percent Ownership: \_\_\_\_\_ %

Name of Related Company: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Type of Business/Relationship: \_\_\_\_\_ Percent Ownership: \_\_\_\_\_ %

**BRANCH LOCATIONS** *(Please List ALL branches in every state you are currently licensed in (if more space is required, please use additional sheets and include a copy of current license for each state listed above):*

Branch Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Branch Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Branch Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

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**STATE LICENSING** (Please check all states that apply and provide copies of licenses)

AL AK AZ AR CA CO CT DE DC FL GA HI ID IL  
IN IA KS KY LA ME MD MA MI MN MS MO MT NE  
NV NH NJ NM NY NC ND OH OK OR PA RI SC SD  
TN TX UT VT VA WA WV WI WY

NMLS Number: \_\_\_\_\_

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**AGENCY APPROVAL** (If agency approved by any of the following, please complete)

FHA/HUD #: \_\_\_\_\_ Date Approved: \_\_\_\_\_  
 Fannie Mae #: \_\_\_\_\_ Date Approved: \_\_\_\_\_  
 Veteran's Affairs #: \_\_\_\_\_ Date Approved: \_\_\_\_\_  
 Freddie Mac #: \_\_\_\_\_ Date Approved: \_\_\_\_\_  
 Ginnie Mae#: \_\_\_\_\_ Date Approved: \_\_\_\_\_

FHA/HUD approved, does company have Direct Endorsement (DE) Authority / Full-Eagle?

No  Yes, Date Approved: \_\_\_\_\_

FHA DE approved, does Company handle the submission of FHA MIC documentation at Post-closing?

No  Yes

VA approved, does Company have Automatic and LAPP/SAR Underwriting Authority?

No  Yes

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**ORIGINATION AND PROCESSING METHOD** (check all that apply)

Origination Method:  Internet  TPO  Retail  Net Branch

Processing Method:  In-house  Outsource -- if outsourced, please list: \_\_\_\_\_

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**BROKER OF RECORD INFORMATION**

Broker of Record: \_\_\_\_\_ SSN# \_\_\_\_\_

Home address (no P.O. Boxes): \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Are you currently acting as Broker of Record for any company other than the one associated with this application?

Yes  No - If yes, please list the name and address of each company. (Please attach additional sheets if necessary)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

[Continued on next page]

**BROKER'S EDUCATION**

Course Name: \_\_\_\_\_

Certificate No.: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Course Name: \_\_\_\_\_

Certificate No.: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Course Name: \_\_\_\_\_

Certificate No.: \_\_\_\_\_ Date Completed: \_\_\_\_\_

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**LENDER REFERENCES** *(Please list a minimum of 3 lender or investor references, attach additional pages if necessary)*

Lender Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Lender Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Lender Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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**RESOURCES**

What processing software do you use (include name and version)? \_\_\_\_\_

Do you currently use Fannie Mae's Desktop Underwriter to approve loans?  No  Yes

Do you currently use Freddie Mac's Loan Prospector?  No  Yes

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**PRODUCTION** *(for the Past 12 Months)*

Government Fundings: \_\_\_\_\_ Average Loan Amount: \_\_\_\_\_

Conventional Fundings: \_\_\_\_\_ Average Loan Amount: \_\_\_\_\_

Jumbo Fundings: \_\_\_\_\_ Average Loan Amount: \_\_\_\_\_

<sup>nd</sup> 2 Trust Deeds Fundings: \_\_\_\_\_ Average Loan Amount: \_\_\_\_\_

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**WAREHOUSE / CREDIT LENDERS** *(If Applicable)*

Name: \_\_\_\_\_ Amount: \_\_\_\_\_ Renewal Date: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_ Renewal Date: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_ Renewal Date: \_\_\_\_\_

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**CONTACT INFORMATION**

Office Manager: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Processing Manager: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Accounting: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

The Additional Statement and Miscellaneous information sheets are herein incorporated as part of the TPO Application. All declarations and authorizations apply as part of the original TPO Application.

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**INSURANCE** *(Please provide the following information on insurance coverages of the Client).***Fidelity Bond Policy Information**

Provider	Policy Number	Coverage Amount	Deductible	Expiration Date of Policy

**Errors & Omissions Policy Information**

Provider	Policy Number	Coverage Amount	Deductible	Expiration Date of Policy

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**DISCLOSURES**

For questions 1-7 below, if you answer yes to any, provide on a separate addendum an explanation, including the dates of any adverse actions, all parties' names, resolution of the matter, case or file numbers, and jurisdiction and administrative body where the action took place.

1. Has your company ever been suspended from selling or submitting loans to a lender?  No  Yes
2. Has your company, and/or principals or corporate officers, ever been named as defendant in a lawsuit for alleged fraud or misrepresentation in connection with any real estate related activity?  No  Yes
3. Has your company ever been involved or is currently involved in any litigation?  No  Yes
4. Has your company, and/or principals or corporate officers, been named as defendant in a criminal proceedings or a complaint/conviction for alleged fraud or misrepresentation in connection with any real estate related activity?  No  Yes
5. Has your company, and/or principals or corporate officers, filed for protection from creditors under any provision of the bankruptcy laws within the past seven years?  No  Yes
6. Has your company, and/or principals or corporate officers, ever had a real estate or other professional license suspended, revoked or received any other disciplinary action from a regulatory agency?  No  Yes
7. Has any lender enforced, or attempted to enforce, the hold harmless or repurchase clause of their correspondent or broker agreement with your company and/or any principals or corporate officers?  No  Yes

For the purpose of inducing lenders to provide financing for customers of the undersigned, I/we certify the above information to be true and correct. The undersigned declares that the foregoing information and all accompanying information are true to the best of his/her knowledge and belief. Pacific Union Financial (PUF) is hereby authorized to obtain verification of information from any source (including character and credit references) and obtain a personal credit report for each principal in connection with this Third Party Originator (TPO) application. The undersigned herein transfers all information to PUF. PUF is further authorized to update my/our credit report four times per year and maintain a history for review by lenders accepting the PUF TPO Certification Program.

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Signature of Broker of Record

\_\_\_\_\_  
Print Name Title Date

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Signature of Principal/Corporate Officer/Member/Partner

\_\_\_\_\_  
Print Name Title Date

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Signature of Principal/Corporate Officer/Member/Partner

\_\_\_\_\_  
Print Name Title Date

**BROKER AUTHORIZATION**

**WHEREAS,** \_\_\_\_\_ (“Company”) and \_\_\_\_\_ (“Broker”) have determined that it is in both parties best interest to participate in Pacific Union Financial’s TPO Approval Program;

By signing below, Broker hereby unequivocally consents to act as Broker of Record (“Broker”) for Company, in connection with the application submitted herewith for the TPO Program. Broker further acknowledges that Broker possesses all licenses’ and permits necessary to carry out the mortgage lending activities as contemplated herein. Furthermore, Company and Broker adopt the standard application process contained in the Program.

Pursuant to this authorization, Broker, as the licensed officer of Company, shall remain a responsible party, in addition to any other responsible parties of Company, until such time as Broker notifies PUF in writing that Broker will cease to act as Broker of Record for company.

Furthermore, Broker hereby covenants and agrees that all payments, as more specifically described in the Agreement, shall be payable to Company.

Signature of Broker of Record  
*Print Name Date*

\_\_\_\_\_  
Signature of Broker of Record

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**CORPORATE RESOLUTION  
(CORPORATIONS)**

**WHEREAS,** \_\_\_\_\_ (“Company”) has determined that it is in the best interest of Company to participate in Pacific Union Financials TPO Approval Program. The undersigned, \_\_\_\_\_, Secretary of Company, a \_\_\_\_\_, corporation, does hereby certify that the following is a true and correct copy of the resolution adopted at a meeting of the Board of Directors of the corporation on \_\_\_\_\_, and that said resolution remains in full force and effect.

**RESOLVED,** that in connection with the application submitted herewith for the TPO Program, that the proper Officer(s) of Company be, and hereby are, authorized, empowered and directed to execute for and on behalf of Company the Agreement, as attached hereto, by and between PUF and Company to transact the proprietary business of originating and selling of mortgage loans from this day, henceforth;

**RESOLVED FURTHER,** that the proper Officer(s) of Company be and they hereby are, authorized, empowered and directed to execute and deliver such further instruments, certificates, letters and all other documents and other papers and generally to do such acts and take such other action as they deem necessary or advisable in order to carry out and perform the purposes and intent of this resolutions;

**IN WITNESS THEREOF,** I have hereunto set my hand and affixed seal of the corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Secretary

\*Corporate Seal Here\*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**PRINCIPAL/PARTNER/MEMBER AUTHORIZATION  
(SOLE PROPRIETORSHIP / PARTNERSHIP / LLC)**

**WHEREAS,** \_\_\_\_\_ (“Company”) has determined that it is in Companies’ best interest to participate in Pacific Union Financial’s TPO Approval Program;

I, \_\_\_\_\_, am a Principal/Partner/Member of Company and hereby are authorized, empowered, and directed to execute for and on behalf of Company, contracts as contemplated herein and by affixing my signature below, hereby bind Company and all Principals/Partners/Members as though they had signed themselves.

\_\_\_\_\_  
Signature of Principal/Member/Partner

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**CREDIT AUTHORIZATION**

A consumer credit report is required to complete the Broker Approval process. Each Principal, Owner, and Broker of Record must sign the following Credit Authorization. Names of all Principals with a five percent (5%) or greater equity holding must also be listed on the TPO Application form contained in this application package.

By signing below, each of the undersigned hereby unequivocally consents to Pacific Union Financial obtaining verification of information from any source (including but not limited to character and credit references) and obtain a personal consumer credit report in connection with this TPO application. Such authorization shall remain in full force and effect until such time as PUF is notified in writing that such authorization is rescinded.

*Broker of Record and Principals may provide a copy of their own credit report dated not more than 90 days prior to the receipt of this application. Notwithstanding, Pacific Union Financial, in its sole discretion, reserves the right to request or obtain a current credit report upon review of the one provided.*

_____ Signature of Principal/Corporate Officer/Member/Partner	_____ Print Name and Title	_____ Date
_____ Signature of Principal/Corporate Officer/Member/Partner	_____ Print Name and Title	_____ Date
_____ Signature of Principal/Corporate Officer/Member/Partner	_____ Print Name and Title	_____ Date
_____ Signature of Principal/Corporate Officer/Member/Partner	_____ Print Name and Title	_____ Date
_____ Signature of Principal/Corporate Officer/Member/Partner	_____ Print Name and Title	_____ Date

**“LOAN FRAUD” ZERO TOLERANCE**

“Loan Fraud” Zero Tolerance Agreement

All Loan Officers must be aware that the company/broker/principal(s) bear the responsibility for all actions of its employees or licensees’. The Loan Officer is responsible for the content, quality and accuracy of each application taken and each loan submitted to Pacific Union Financial.

THE SUBMISSION OF A LOAN APPLICATION CONTAINING FALSE INFORMATION IS A CRIME!

**TYPES OF LOAN FRAUD**

- 1. Submission of inaccurate information, including false statements on loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit or asset information, personal information including identity, ownership/non-ownership of real property, etc.
- 2. Forgery of partially or predominantly accurate information.
- 3. Incorrect statements regarding current occupancy or intent to maintain minimum continuing occupancy as stated in the security instrument or occupancy affidavit.
- 4. Lack of due diligence by loan officer/interviewer/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.
- 5. Unquestioned acceptance of information or documentation which is known, should be known, or should be suspected to be inaccurate.
  - A. Simultaneous or consecutive processing of multiple owner-occupied loans from one applicant supplying different information on each application.
  - B. Allowing an applicant or interested third-party to "assist" with the processing of the loan.
- 6. Loan Officer's non-disclosure of relevant information.

**CONSEQUENCES**

The effect of "Loan Fraud" is costly to all parties involved. Pacific Union Financial stands behind the quality of its loan production. Fraudulent loans cannot be sold into the secondary market and, if sold, could require repurchase by Pacific Union Financial. Fraudulent loans damage our reputation with our investors and mortgage insurance providers, and could cause PUF’s selling privileges to be suspended and/or terminated with their investors.

The price paid by those who participate in "Loan Fraud" is even more costly. The following is a list of a few of the potential consequences that may be incurred:

**CONSEQUENCES TO COMPANY**

- 1 Criminal prosecution.
- 2 Loss of state licensing to perform mortgage loans.
- 3 Loss of lender / investor access due to exchange of information between lenders, mortgage insurance companies including submission of information to investors, police agencies, and state regulating agencies.
- 4 Civil Action by applicant/borrower or other parties to the transaction.
- 5 Agreement to indemnify and hold harmless Pacific Union Financial.
- 6 Loss of HUD approval.
- 7 Loss of funding facilities.

**CONSEQUENCES TO LOAN OFFICER**

- 1 Criminal prosecution.
- 2 Civil action by Pacific Union Financial.
- 3 Civil action by other parties to a Transaction, such as borrower, seller or real estate agent/broker.
- 4 Agreement to indemnify and hold harmless Pacific Union Financial.
- 5 Employee termination.
- 6 Loss of professional license, if any.
- 7 Adverse effect of credit history.

I have read the foregoing and understand Pacific Union Financial’s position on "Loan Fraud."

\_\_\_\_\_  
*Signature of Principal/Corporate Officer/Member/Partner*      *Printed Name*      *Date*

\_\_\_\_\_  
*Signature of Broker of Record*      *Printed Name*      *Date*

## BROKER AGREEMENT

This Broker Agreement ("Agreement") is entered into by and between Pacific Union Financial ("PUF"), a California corporation ("Lender") and its affiliates and/or assigns, and \_\_\_\_\_ ("Broker") as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ with reference to the following:

### RECITALS

- A. The parties wish to establish a nonexclusive relationship whereby Broker will, from time to time and at its option, submit completed application packages for mortgage loans ("Loans") to Lender on behalf of Broker's clients ("Borrowers") for possible funding.
- B. The parties now desire to enter into this Agreement to set forth the terms of their relationship.

NOW, THEREFORE, in consideration of the mutual promises and covenants the receipt and sufficiency of which are hereby acknowledged, and agreements hereinafter set forth, the parties hereto agree as follows:

### COVENANTS AND AGREEMENT

**1. General Broker Responsibility Fees.** Broker will at Broker's sole expense perform those services listed on Exhibit "A" to this Agreement in consideration for the fees set forth therein. The contents of all Loan packages and other information submitted to Lender immediately shall become the property of Lender, 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 any reason whatsoever.

**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 sole discretion. 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. Lender shall reserve the right to decline any loan after approval and prior to funding if Lender, in its sole discretion, determines that funding the loan represents a risk of loss to Lender. All Loans shall close in Lender's name. Lender must approve appraisers and their qualifications in advance; however, such approval does not ensure that Lender will not

**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 \_\_\_\_\_ and is properly licensed and registered in such state or other states in which it is engaged in the business of originating mortgage loans, and that it has the requisite authority and capacity to enter into this Agreement and the 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 character 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 material facts necessary to make such statements or information accurate and understandable in every respect. **BROKER UNDERSTANDS THAT BY MAKING THE WARRANTY CONTAINED IN THIS SUBPARAGRAPH 3.2 IT IS WARRANTING THE ACCURACY OF ALL INFORMATION CONTAINED IN ANY LOAN PACKAGE SUBMITTED TO LENDER, WHETHER OR NOT SUBMITTED BY BROKER AND WHETHER OR NOT BROKER HAS KNOWLEDGE OF, OR REASON TO SUSPECT, ANY INACCURACY.**

**3.3 Absence of Claims.** Except as previously disclosed by Broker to Lender in writing, there is no pending or any threatened 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 a material adverse effect on the Broker's business, assets, financial condition, or reputation, or upon any Loan submitted for funding, or previously funded, by Lender. Broker further agrees to notify Lender within 7 business days of any occurrence described above.

**3.4 Control of Documents.** 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 licenses, permits, and authority to execute and deliver this Agreement 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. Broker agrees to review or rewrite any appraisal submitted to it.

**3.6 Ownership.** Broker, or any immediate family member, has no direct or indirect ownership interest in any property acting as security for the Loan, or affiliation or relationship with any other party having a financial interest in the Loan or the Loan transaction.

**3.7 Compliance with Laws.** Broker and each other person involved in the Loan transaction has complied and will comply with all applicable state and federal laws 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 approvals.

**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 are reasonably related to the market value of the services rendered by Broker in connection with the Loan. Broker further agrees that Borrower shall not be charged any additional amounts over the fees actually paid to third parties, including but not limited to credit reporting agencies, pest inspection companies, and real estate appraisers.

**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 fiduciary duties owed by mortgage brokers to their clients under applicable law. In particular, and without limitation to the foregoing, whenever required by such fiduciary duty, Broker, its employees and/or agents has provided to Borrower any requisite disclosures, including, without limitation, DRE Form 883. In addition, Broker has submitted to Borrower for Borrower's consideration products from at least two different lenders (in addition to Lender) and the total compensation to Broker from each of these lenders (including Lender) (i) was substantially identical, and (ii) in no way influenced the Borrower's or Broker's decision to submit the application to Lender. In addition to having assisted Borrower in the completion of his or her loan application, Broker has fully and satisfactorily performed at least five of the services set forth on Exhibit "A." All services were performed to the full satisfaction of Borrower 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 No High Cost Mortgages.** Broker agrees that no Loan meets the definition set forth in Section 226.32(a) of, or is otherwise subject to the provisions of Section 226.31 and Section 226.32 set forth in, Regulation Z promulgated by the Federal Reserve Board under the federal Truth in lending Act. Based upon borrower's credit, income, debts and financial condition, Broker believes that Borrower has the ability to repay the Loan in accordance with its terms. The Borrower has not signed a letter or otherwise notified Broker in connection with the Loan application that Borrower is unable to repay the Loan in accordance with its terms.

**4. Status of Broker.** Nothing in this Agreement shall be construed as making the Broker a joint venturer, 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 Indemnification.** An investor may require PUF to indemnify and/or repurchase the investor's interest in a monetary default loan, and PUF will in turn require Broker to indemnify and/or repurchase, under the following conditions:

1. Made false warranties or representations regarding Loans, or failed to disclose information relevant to the loan approval decision.
2. Failed to provide investor with information that is true, complete, and accurate concerning the mortgage.
3. Violated or failed to comply with any applicable law designed to protect the health and safety of the mortgaged premises' occupants.
4. The borrower or any other party in the mortgage transaction has made any false representation in conjunction with such transaction, whether or not PUF or Broker was a party to or had knowledge of such false representation.
5. The mortgage insurance ("MI") cancels coverage and/or denies a claim under such coverage due to fraud, misrepresentation or omission of a material fact, or for any other reason related to the eligibility of the mortgage for MI.
6. PUF is required by their investor to repurchase a Loan due to an Early Payment Default (EPD) pursuant to their loan purchase agreement.

In the event Lender notifies Broker a Loan is subject to repurchase, in lieu of Brokers obligation to repurchase, Lender in its sole an absolute discretion, may allow Broker to indemnify Lender for any future potential losses provided Broker (i) pay Lender a \$3,500.00 fee for administrative expenses, (ii) return any lender paid compensation paid to Broker, and (iii) sign a written indemnification agreement in the and content provided by Lender. To the extent an investor, FNMA, FHLMC, and or GNMA may provide relief to Lender for any liabilities or repurchase obligations, Lender shall be under no obligatin to provide comparable relief to Broker.

Lender will utilize its legal and administrative resources to challenge an investor's decision to require indemnification or repurchase of a mortgage but the investor's decision shall be conclusive. Because failure to comply with an investor's indemnification/repurchase demand may result in suspension of selling privileges or disqualification of Lender as an investor seller, Lender must indemnify/repurchase an investor's interest in the identified mortgage within the investor's applicable time frame.

**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 material 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 that Broker may know, suspect, or have notice of, which could affect or has affected the validity, collectibility, collateral value, security, and enforceability of any loan originated by Broker for funding, by Lender.

**8. Termination of Agreement.** This Agreement may be terminated by either party at any time, upon written notice thereof to the other. The representations, warranties, covenants, and obligations of Broker in regards to any loans funded by Lender prior to termination of this Agreement shall remain in full force and effect notwithstanding termination or cancellation of this Agreement for any reason.

**9. Governing Law.** This Agreement shall be governed by, construed, interpreted and applied in accordance with the law of the state of California. Any action to interpret or enforce this Agreement must be brought in a court with competent jurisdiction within Contra Costa County, California. Notwithstanding, in the event that Lender is named as a defendant in any action outside the state of California, for or relating to a Loan originated by Broker to which an obligation *may* arise out of this Agreement, Broker hereby unequivocally consents to such jurisdiction. Broker hereby irrevocably submits to the alternate jurisdiction and waives the defense of inconvenient forum to the maintenance of any such action, suit or proceeding

in such state or Federal court and any other substantive or procedural rights or remedies it may have with respect to the maintenance of any such action or proceeding in either forum.

## **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 the 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 (in-house and outside counsel) and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

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

**10.5 Entire Agreement; Amendment.** This Agreement, and attachments thereto specifically incorporated by reference, constitute 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 audit any Loan prior to funding and closing, or 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 reasonable 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, regardless of whether such amounts were disbursed by Broker to other parties.

**10.9 Non-Solicitation Clause.** Notwithstanding anything in this agreement to the contrary, Broker shall not, within 12 months of the funding of the loan, on behalf of itself or any party, solicit or otherwise conduct business with any Borrower whose Mortgage Loan closes pursuant to this Agreement for any transaction relating to the Mortgage Loan or any other loan, whether held by Lender or not, which is also secured by the premises securing the Mortgage Loan and while Lender, including its subsidiaries, affiliates, and assigns holds or services the Mortgage Loan, unless it obtains the express written consent of Lender.

In the event that the Lender pays a Premium to the Broker on a loan and the loan is pre-paid by the borrower (mortgagor), whether voluntary or involuntary, within 180 days from the funding date, the Broker is required to refund the entire Premium.

Broker shall pay the Lender within thirty (30) days from notification by Lender the aforementioned rebate, if any.

**10.10 Provisions of Information.** During the term of this Agreement, 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.

**10.11 Notice.** Broker agrees to immediately provide PUF with written notice of: (a) breach of Broker's representations and warranties, (b) suit, litigation, or proceeding concerning Broker directly or indirectly, which may affect Broker's operations, financial or other condition, business, property, assets, or ability to perform under this agreement, (c) changes in ownership of Broker of Record, name of Broker, Broker's address and phone numbers, Broker's tax identification numbers, or Broker of Record, if applicable for licensing purposes, (d) changes in Broker's financial or other condition, operations, business, property, assets, which may materially affect Broker or Broker's ability to perform under this agreement, and (e) notice of any investigation, revocation, suspension, or other adverse action or potential action by an agency or authority concerning Broker's licenses, permits, or ability to conduct business.

**10.12 Counterparts.** This Agreement may be executed and delivered in counterparts, each of which shall constitute an original, and all of which together shall constitute one Agreement. A facsimile, telecopy or other reproduction of this Agreement may be executed by either Party, and an executed copy of this Agreement may be delivered by either Party by facsimile or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such Party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

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

**LENDER:**

**Pacific Union Financial, LLC**  
1990 N. California Blvd., Ste 16  
Walnut Creek, CA 94596

BY: \_\_\_\_\_  
**Evan Stone, President**

Date: \_\_\_\_\_

**BROKER:**

Company Name: \_\_\_\_\_

BY: \_\_\_\_\_ (signature) Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature of Broker of Record: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT "A"

Services to be performed by Broker:

1. Obtain and compile information from the Borrower and prepare application.
2. Prepare, obtain and review verification of deposit, income and employment.
3. Initiate/order requests for mortgage and other loan verifications.
4. Order appraisal.
5. Initiate/order inspections or engineering reports.
6. Counsel Borrower on existing loan programs of Lender of at least three different lenders; educate Borrower in home buying and financing process, advise Borrower about the different types of loan products available, demonstrate how closing costs and monthly payments would vary under each product.
7. Order preliminary title report, certified copy of CC&Rs from county recorder (if applicable) and other legal documents requested by Lender.
8. Determine whether property located in a flood zone or order flood zone certification.
9. Assist Borrower in understanding and clearing credit problems.
10. Provide disclosures (truth in lending, good faith estimate, others) to the Borrower; obtain waivers for ordering credit report.
11. Maintain regular contact with the Borrower, Lender and others, between application and closing, to apprise them of the status of the application and to gather any additional information as needed by Lender and others.
12. Compile budget on Borrower's income and assets; analyze income and debt and pre-qualify Borrower to determine the maximum mortgage Borrower can afford.
13. Conduct brief field review of the property to verify occupancy and the external condition of the subject property.
14. Compile financial information (tax returns, bank statements) and other related documents needed for loan application process.
15. Participate in loan closing.
16. Perform such other services as Lender shall require to close the Loan(s)

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <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"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
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 the "Name" line 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									

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

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

#### Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

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

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

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

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

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

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

#### **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### **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/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

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

## Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

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

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**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.

### Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

#### Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.