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## BROKER APPLICATION SUBMISSION CHECKLIST

- Broker Information Form (please list all owners with % of interest)*
- Broker Origination Agreement (signed and fully executed with no amendments)*
- Fax Consent Form (signed)*
- W-9 (all fields required to be filled in)*
- Copy of Valid Broker's License (including branch licenses where applicable)*
- Resumes of Principals*
- Articles of Corporation*
- E & O Policy*
- Financial Statements (Most Recent 2 year's balance sheet and P & L)*

Bryco Funding, Inc.  
580 California Street, 8th Floor  
Tel 415.321.3300  
Fax 415.449.6036



**BROKER INFORMATION FORM**

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Company Name: \_\_\_\_\_ Length In Business: \_\_\_/\_\_\_/\_\_\_

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

City/State/Zip: \_\_\_\_\_

Phone No: ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Primary Contact: \_\_\_\_\_

For Accounting Purposes (Please Check) ( ) Corporation ( ) Partnership ( ) LLC ( ) Individual

List Your Federal Tax ID No.: \_\_\_\_\_ *Or* Social Security No.: \_\_\_\_\_

***In Reference To The Following, Please Submit A Copy Of Each Active License Held.***

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

License No.: \_\_\_\_\_ Expiration Date: \_\_\_/\_\_\_/\_\_\_

**All Principal Officers**

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

E-Mail Address: \_\_\_\_\_

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

E-Mail Address: \_\_\_\_\_

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

E-Mail Address: \_\_\_\_\_

**Branch Offices** (Please Indicate Below If Not Applicable)

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

City/State/Zip: \_\_\_\_\_

Branch Manager: \_\_\_\_\_ Phone No.:( ) \_\_\_\_\_ Fax No.:( ) \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Branch Manager: \_\_\_\_\_ Phone.:( ) \_\_\_\_\_ Fax.:( ) \_\_\_\_\_

**LENDER REFERENCES**

Lender Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

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

Lender Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

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

Lender Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

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

Lender Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

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

**DISCLOSURE/DUE DILIGENCE**

1. Has your company ever been suspended from selling or servicing mortgages by an investor? If yes, please provide and explanation. \_\_\_\_\_
2. Has your company, and/or principals or corporate officer, been named as defendant in a lawsuit for alleged fraud or misrepresentation in connection with any real estate related activity? If yes, please provide an explanation. \_\_\_\_\_
3. Has your company ever been involved or is currently involved in any litigation? If yes, please provide an explanation. \_\_\_\_\_

4. Has your company, and/or principals or corporate officers, been named as defendant in a criminal proceeding/complaint/conviction for alleged fraud or misrepresentation in connection with any real estate related activity? If yes, please provide an explanation: \_\_\_\_\_
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 7 years? If yes, please provide an explanation. \_\_\_\_\_
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? If yes, please provide an explanation. \_\_\_\_\_
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? If yes, please provide an explanation. \_\_\_\_\_

BY SIGNING THIS APPLICATION YOU ARE AGREEING THAT BRYCO FUNDING MAY PROVIDE INFORMATION TO YOU AND/OR YOUR COMPANY VIA FAX, MODEM, TELEPHONE, COURIER, US POSTAGE, THE INTERNET, COMPUTER, AND/OR OTHER MEANS. INFORMATION PROVIDED MAY PERTAIN TO PRICING, RATES, SPECIALS, AND OTHER TOPICS TO KEEP YOU AWARE OF OPPORTUNITIES AND CHANGES IN THE MARKETPLACE AND/OR HOW BRYCO FUNDING DOES BUSINESS.

THE UNDERSIGNED DECLARES THAT THE FOREGOING INFORMATION AND ALL ACCOMPANYING INFORMATION ARE TRUE TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF. BRYCO FUNDING IS HEREBY AUTHORIZED TO OBTAIN VERIFICATION OF INFORMATION FROM ANY SOURCE NAMED HEREIN (INCLUDING CHARACTER OR CREDIT REFERENCES) IN CONNECTION WITH THIS LOAN BROKER APPLICATION. A PHOTOGRAPHIC COPY OF THIS AUTHORIZATION MAY BE USED AS A DUPLICATE ORIGINAL. BRYCO FUNDING WILL TREAT THE INFORMATION OBTAINED AS CONFIDENTIAL.

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**Principal's Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## BROKER ORIGINATION AGREEMENT

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This Broker Agreement is entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Between ***Bryco Funding, Inc.*** and \_\_\_\_\_ (***“Broker”***)

This agreement is intended to set forth the entire understanding between the parties whereby Bryco Funding agrees to originate and/or purchase loans processed, packaged and/or Closed by Broker and submitted to Bryco Funding for funding/purchase from time to time. Nothing contained herein shall obligate Broker to submit all loan funding/purchasing requests that it brokers to Bryco Funding, it being understood that this shall be a nonexclusive agreement.

### **1. General Broker Responsibility**

Broker will at Broker’s sole expense (a) submit to Banker completed Loan Packages for Borrowers under such programs, procedures, and fee schedules as Bryco Funding periodically may establish, (b) furnish Bryco Funding such information as it may be required, (c ) provide such information as Bryco Funding may request to ensure that Bryco Funding procures sellable Loans to the Secondary Market. The contents of all loan packages submitted to Bryco Funding immediately shall become the property of Bryco Funding, and all information contained herein may, but are not required to be, subject to Bryco Funding’s independent verification.

### **2. Broker’s Warranties**

Broker represents and warrants to Bryco Funding on behalf of itself, its salespersons, employees and all persons associated with broker who have provided services in conjunction with submission of any loan package, both at the time any Loan package is submitted to Bryco Funding and at all times any Loan is funded and Bryco Funding closed, that:

**2.1** Broker has fully described to Bryco Funding all unfiled claims, including but not limited to repurchase requests or claims of indemnification by other lenders against broker or any of its salespersons, employees, partners, associates, (or if broker is a corporation, any of its stockholders), whether formerly or presently associated with broker; all actions, suits and proceedings, whether civil, criminal or administrative.

**2.2** That Broker has not made any false, misleading or incomplete statements to Bryco Funding either in connection with Broker’s approval application to Bryco Funding or with respect to any loan application made with Bryco Funding.

**2.3 No untrue Statements.** None of the statements or information contained in any loan package will contain any untrue or erroneous statement or omit to state a fact necessary in order to make such statements or information not misleading. Broker understands that by making the warranty contained in this subparagraph, it is warranting the accuracy of all information contained in any loan package submitted to Bryco Funding, whether broker has knowledge, or reason to extend to and may be relied upon any and all successor and assigns of Bryco Funding, subsequent purchasers of said loan, FNMA, FHLMC or any federally approved financial institution, or any Department, Agency or Instrumentality of the State of California or the United States.

**2.4 Duly Licensed.** Broker is duly licensed under the laws of the State of California or the equivalent for other States, and possesses all necessary licenses to originate and Close 1st and/or 2nd lien loans where his/her office is located in addition to where the property is being financed, permits, and authority to engage in the activities contemplated by this Agreement. Broker further warrants that anyone acting on behalf of or under the directions of Broker in connection with any loan is also duly licensed as required by State or Federal Law. Broker's license number and its expiration date appear below. Broker shall from time to time provide Bryco Funding with any changes, modifications or amendments to any of the information provided under this paragraph and to comply with paragraph 2.1 herein.

### **3. Operating as an Independent Contractor**

Nothing contained herein shall constitute a partnership or joint venture between Bryco Funding and Broker and the parties acknowledge that at all times they are operating as independent contractors. Broker shall at no time hold itself out to be a Bryco Funding agent or employee.

### **4. Compliance**

Broker agrees at all times to comply with applicable Federal, State and Local laws regarding the processing and origination of such loan, including but not limited to the Equal Opportunity Act, Truth-in-Lending Act, Fair Lending, Federal Consumer Credit Protection Act, and the Equal Credit Opportunity Act.

### **5. Termination**

Bryco Funding reserves the right to terminate this agreement at any time, and for any reason, which termination shall be effective upon the sending of written notice thereof.

### **6. Indemnification**

Broker agrees to indemnify Bryco Funding from and against any and all Bryco Funding aims, demands, liabilities, causes of action, and expenses including attorney's fees whatsoever relating to or arising out of, or in connection with Broker's actions or inactions hereunder. In the event any fraudulent "information" is submitted by broker with respect to a loan, and such loan is Bryco Funding Closed and funded, and/or purchased by Bryco Funding, Broker agrees to repurchase such a loan immediately upon written demand therefore and compensate Bryco Funding for any costs and expenses incurred by Bryco Funding in connection with the origination/purchase of that loan and repurchase by Broker. For purpose hereof "information" shall mean any and all information obtained from the borrower or any reference source that would, according to standard practices and procedures in the mortgage lending industry, be

within the control or knowledge of Broker, as well as any appraisal related information which is the result of, or is communicated because of any relationship or transaction between the appraiser and Broker. Broker shall at all times, maintain such licenses in good standing as may be required where it conducts business.

### **7. For Brokers transacting business in California**

Broker is aware of the California Department of Real Estate requirement to provide the borrower(s) with a copy of the Mortgage Loan Disclosure Statement/Good Faith Estimate (form name, RE 883). Broker agrees to hold Bryco Funding and/or its subsidiaries harmless in the event the California Department of Real Estate determines that this form was not issued or was not issued in compliance with its requirements.

### **8. Early Payoff Policy**

A violation of Bryco Funding's Early Payoff Policy ("EPP") occurs when a loan is sold to or funded by Bryco Funding and that loan pays off within **120 days**. Payoff within **120 days** resulting from refinance by the efforts of Broker Refinance by another broker or lender, or a non-brokered refinance, will not be considered to be violations of the EPP.

### **9. Remedies for Violations of the Early Payoff Policy**

On all mortgage loans sold to or funded by Bryco Funding that payoff within **120 days** of the funding by the final investor that are a violation of the EPP, Bryco Funding may require Broker to repay all monies paid to Broker by Bryco Funding Wholesale Lending, including, the premium price or service release premium. No portion of the repayment of any premium price or service release premium may be charged back to any borrower by Broker. Bryco Funding will issue to Broker a billing statement each month detailing any violations of the EPP and the required reimbursement amount. Payment to Bryco Funding in full of any reimbursement amount owed by Broker will be required immediately upon Broker's receipt of a billing statement reflecting a reimbursement amount due to Bryco Funding. Bryco Funding may, in its sole discretion, take an offset against any monies due from Bryco Funding to Broker for any reimbursement amount due from Broker to Bryco Funding as a result of any violation of the EPP. Bryco Funding will continue to monitor the EPP speeds of Broker for loans that payoff after **120 days**. Should Bryco Funding determine that Broker's EPP history constitutes "churning" of loans, Bryco Funding may in its sole discretion take such action as may reasonably be necessary in order to eliminate such "churning" activity on the part of Broker, including without limitation restricting the maximum amount of compensation which may be paid to Broker on refinance transactions. Bryco Funding may, in its sole discretion, implement such additional policies and procedures in the future as may be necessary or appropriate to further address early payoff issues.

### **10. Governing Law**

This agreement shall be governed pursuant to the laws of the State of California, jurisdiction of San Francisco County.

### **11. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings. No supplement, modification or amendment shall be binding unless executed in

writing by the parties. This agreement shall be null and void, unless countersigned by Bryco Funding indicating approval and acceptance of the below listed Broker.

**12. Term of Agreement**

This Agreement shall be in effect for a term commencing on the date of the Agreement and termination immediately upon notice by Bryco or by Broker, in writing and actually delivered to the other party, stating that the party giving notice elects to terminate this Agreement. This Agreement shall terminate promptly upon giving of such notice, without cause and without necessity for the stating of cause. Any such termination shall, however, not affect the coverage of, or effectiveness of the Agreement with respect to, any loans for which application packages have been delivered to and actually received by Bryco prior to the receipt by the party of the aforementioned notice of termination.

**13. Notice**

Any notices to be given under the provision of this Agreement will be sufficient if in writing and delivered either personally or by mail, first class postage prepaid, to the addresses set forth below:

**Broker:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Lender:**

**Attn: Bryce Angell  
Bryco Funding, Inc.  
580 California Street, 8<sup>th</sup> Floor  
San Francisco, CA 94104**

**IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS AGREEMENT ON**

\_\_\_\_\_, 20\_\_.

**Broker:**

**Lender:**

By: \_\_\_\_\_  
Print Name and Title

Bryce Angell, CEO  
Print Name and Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

**CONSENT TO RECEIPT OF FAXED  
ADVERTISEMENTS**

**HISTORY:**

ON JULY 25, 2003, THE FEDERAL COMMUNICATIONS COMMISSION PUBLISHED ITS FINAL RULE AND REGULATIONS IMPLEMENTING THE TELEPHONE CONSUMER PROTECTION ACT (TCPA) OF 1991, 47 CFR PARTS 64 AND 68 WITH AN EFFECTIVE DATE OF AUGUST 25, 2003. THESE NEW RULES ESTABLISH A NATIONAL DO-NOT-CALL REGISTRY, SET A MAXIMUM RATE ON THE NUMBER OF ABANDONED PHONE CALLS, REQUIRE TELEMARKETERS TO TRANSMIT CALLER ID INFORMATION, AND MODIFY THE COMMISSION'S UNSOLICITED FACSIMILE ADVERTISING REQUIREMENTS.

**UNSOLICITED FAXES :** UNDER THESE NEW RULES, COMPANIES THAT WISH TO SEND UNSOLICITED ADVERTISEMENTS TO CUSTOMERS BY FACSIMILE MUST OBTAIN THEIR EXPRESS PERMISSION TO DO SO BEFORE TRANSMITTING TO THEM. THE PERMISSION TO SEND FACSIMILE ADVERTISEMENTS MUST BE PROVIDED IN WRITING, INCLUDE THE RECIPIENT'S SIGNATURE AND FACSIMILE NUMBER, INCLUDING A CLEAR STATEMENT THAT, BY PROVIDING SUCH NUMBER, THE INDIVIDUAL OR BUSINESS AGREES TO RECEIVE FACSIMILE ADVERTISEMENTS FROM THAT COMPANY.

**CONSENT TO RECEIPT OF FAXED ADVERTISEMENTS:** THE UNDERSIGNED COMPANY OR INDIVIDUAL AGREES TO RECEIVE FACSIMILE (FAX) MATERIALS, WHICH MAY INCLUDE ADVERTISING MATERIAL, MARKETING MATERIAL, RATE SHEETS, OR ANY LIKE BUSINESS MATERIAL FROM BRYCO FUNDING, OR ITS BRANCHES AND OFFICES OPERATING UNDER A BUSINESS TRADE NAME, AT THE FAX NUMBER(S) PROVIDED BELOW. BY SIGNING THIS CONSENT FORM, THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HE/SHE HAS THE AUTHORITY TO PROVIDE THIS CONSENT ON BEHALF OF THE INDIVIDUAL OR BUSINESS LISTED BELOW AND THAT THIS CONSENT SHALL REMAIN VALID UNLESS REVOKED IN WRITING. THERE ARE NO REPRESENTATIONS THAT ANY OR ALL OF THE MATERIAL TO BE PROVIDED BY FAX CONSTITUTE ADVERTISEMENTS UNDER THE TCPA OR ANY OTHER FEDERAL OR STATE LAWS OR REGULATIONS GOVERNING CONSUMER TRANSACTIONS.

**RECIPIENT INDIVIDUAL OR COMPANY NAME:** \_\_\_\_\_

**FACSIMILE NUMBER(S):** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

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

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

## Part I Taxpayer Identification Number (TIN)

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

Social security number
+

or

Employer identification number
+

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

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## Purpose of Form

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

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

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

**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.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

## Nonresident alien who becomes a resident alien.

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

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement 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 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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**.

## 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 social security card. 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 social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

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

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

### Exempt From Backup Withholding

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

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

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

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

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

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

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for <b>9</b>
Broker transactions	Exempt recipients <b>1</b> through <b>13</b> . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients <b>1</b> through <b>5</b>
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients <b>1</b> through <b>7</b> <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 (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). 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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

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

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

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

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

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

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

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

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

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

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

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA 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)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<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**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

## Privacy Act Notice

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

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.





COMMITMENT TO RESPONSIBLE LENDING

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As a Broker approved to submit loans \_\_\_\_\_, and its employees and associates (“We”) agree and acknowledge the following:

1. We affirm that our primary obligation is to act in the best interest of the Borrower. Therefore:
  - a. We will always carefully analyze the Borrower’s financial situation and true ability and willingness to repay the loan. We will only submit loans that are appropriate to this true ability.
  - b. We will always ensure that the Borrower is obtaining a benefit from the terms of the loan.
  - c. We will not knowingly submit an application for a non-prime loan for a borrower who is eligible for, and whose needs are best met by, a prime loan.
2. We will always operate in full compliance with all federal and state lending requirements, including disclosing all fees on the GFE and HUD-1.
3. We will always comply with state and federal fair lending and non-discrimination laws.
4. We are properly licensed in the State where we do business.
5. We will always, to the very best of our ability, ensure that each and every loan submission contains no false or misleading information. In particular (and without limitations), we will ensure that:
  - a. The true source of the down payment is disclosed
  - b. The appraisal is a truly independent analysis of the value of the collateral.
  - c. The Borrower’s true income is accurately calculated and disclosed.

(We acknowledge and share a commitment to preventing mortgage fraud. We understand that fraud is both a criminal and predatory practice. We understand that all fraud is reported to licensing and/or criminal authorities and may civilly sue brokers and agents that participate in fraudulent activities.)

6. We will not submit loans that refinance “Special” mortgages (such as reverse mortgages from charitable organizations with discounted interest rates, specially subsidized loans.)
7. We acknowledge that you will not fund “High Cost” loans as defined by applicable federal, state or local ordinance.
8. We will always comply with the terms of our Broker Agreement.
9. We will ensure that all of our employees and associates involved in submitting loans have read understood and agree with this document.

\_\_\_\_\_  
Signature of Principle Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Principle Officer