

CAPITAL DEVELOPMENT
Commercial Real Estate Lending

WHOLESALE BROKER AUTHORIZATION CHECKLIST

Thank you for choosing Capital Development. The Authorization documents listed below must be completed prior to closing. Loans may be submitted to Capital Development prior to the completion of the required Authorization documents:

- Completed Wholesale Broker Authorization form
- Executed Wholesale Broker Compensation Agreement
- Copy of all Broker License(s)
- Resume(s) for all Principal(s)
- Form W-9

All items must be completed in their entirety. Incomplete information may slow down the authorization process or cause the authorization to be rejected. In order to provide Capital Development a reasonable amount of time to complete its review, please allow at least 2 weeks.

Wholesale Broker Authorization matters may be directed to:

Email:

Send email inquiries directly to your AE

Fax: (866) 448-7338

(include cover page to the attention of “Wholesale Broker Authorization”)

Shipping/1st Class Mail:

Attn: Wholesale Broker Authorization

Capital Development, LLC

3033 S. Parker Road, Suite 905

Aurora, CO 80014-2910



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WHOLESALE BROKER AUTHORIZATION

Company Name: _____ DBA (if applicable): _____

Address: _____ Date Business Started: _____

City: _____ State: _____ Zip: _____ Years at this address: _____ Headquarters Yes No

Type of Business: Sole Proprietorship Partnership Corporation LLC Tax

ID: _____

Company Website (if any): _____

List all mortgage industry memberships, affiliations or trade groups you are affiliated with:

Referred by: (name & company) _____

PRINCIPALS (attach additional page if necessary – attach resumes for all Principals)

Name	Title	Percentage Owned	Phone	Fax	Email

LIST THE PRIMARY CONTACT(S) FOR YOUR COMPANY (if different from the Principals)

Name	Title	Phone	Fax	Email

SUBMIT A COPY OF EACH ACTIVE LICENSE. ALL LICENSES MUST BE CURRENT.

Evidence of Licensure is required for Arizona, Arkansas, California, Colorado, Hawaii, Kansas, Louisiana, Minnesota, Nebraska, Nevada, New Jersey, North Carolina, North Dakota, South Dakota, Washington DC and Wisconsin.

I/we hereby consent and give Capital Development permission to submit the name of the company and any and all employees of that company for screening through any and all mortgage industry and business background databases. Capital Development is authorized to send any and all communications, rate sheets, product information and advertisements to the email address(es) and/or facsimile number(s) provided herein. I/We the undersigned do hereby attest and confirm that the information contained herein is true and correct to the best of my/our knowledge and may be relied upon by Capital Development, LLC.

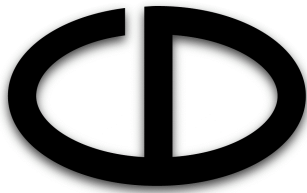
(Print or type name of company or broker)

By: _____

Name: _____

Title: _____

Date: _____



WHOLESALE BROKER COMPENSATION AGREEMENT

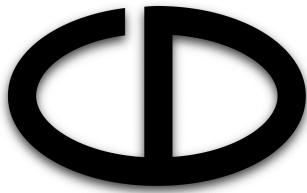
THIS WHOLESALE BROKER COMPENSATION AGREEMENT (the "Agreement") is entered into this ___ day of _____, 200__ by and between Capital Development, LLC with offices at 3033 South Parker Road, Suite 905, Aurora, CO 80014 (hereinafter "Capital Development") and _____ with its principal place of business at _____ (hereinafter "Broker"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Capital Development is in the business of originating loans. Broker is in the business of arranging loans and performing other services in furtherance of the origination of loans. In the course of undertaking such services, Broker may introduce prospective borrowers (hereinafter a "Borrower") to Capital Development for the purpose of Borrower obtaining a loan from or through Capital Development (hereinafter a "Loan").
2. **Compensation:** In the event Capital Development closes and funds a Loan with a Borrower within six (6) months from the date the Broker has introduced the Borrower to Capital Development, or within eighteen (18) months from the date of introduction for a construction take-out Loan, Broker shall be entitled to be compensated in accordance herewith (the "Compensation"). The Compensation shall only be due at such time and if the Loan closes and is fully funded. The Compensation to be paid to Broker shall be set forth in the loan approval transmittal from Capital Development to Broker on a case-by-case basis. The Broker shall provide Capital Development with an IRS Form W-9 and other such documents as Capital Development deems necessary for the Compensation. The Broker understands and agrees that the Compensation shall be based solely on the first mortgage loan amount.

The Broker understands and agrees that a fully funded loan is contingent upon receipt of signed loan closing documents and if applicable, the payoff of any interim funding and/or full disbursement of any construction funds.

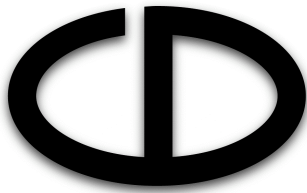
If permissible under applicable state and federal law, the Broker may impose and collect additional fees upon Borrowers/applicants for consultations and other lending services, provided that such fees shall be agreed upon pursuant to a duly executed written agreement between the Broker and such Borrower. Broker shall provide a copy of each such written agreement to Capital Development prior to submitting a loan application. Broker understands and agrees that Capital Development will reject such additional fees if Broker fails to provide the required written agreement as set forth herein.

3. **Loyalty Rewards Program:** Loyalty Rewards shall be based upon the Broker's fully funded loan volume during the calendar year with a Minimum Volume Requirement of \$5,000,000 to be eligible. If Broker achieves the Minimum Volume Requirement, an additional 0.25% of the fully funded first mortgage loan amount(s) will be paid to Broker retroactively. The Loyalty Rewards Program and Minimum Volume Requirement will reset at the beginning of each calendar year. Capital Development is in the business of originating loans. Broker is in the business of arranging loans and performing other services in furtherance of the origination of loans. In the course of undertaking such services, Broker may introduce prospective borrowers (hereinafter a "Borrower") to Capital Development for the purpose of Borrower obtaining a loan from or through Capital Development (hereinafter a "Loan"). This program is formerly known as the Volume Incentive Program.
4. **Loan Applications:** Based on Capital Development's own credit, collateral and other lending criteria, Capital Development may, in its sole and absolute discretion, from time to time accept and review applications from Borrowers referred to Capital Development by Broker. Broker acknowledges and understands that Capital Development has not, by its execution of this Agreement, agreed to make any loans to Borrowers referred to Capital Development by Broker. Loan approvals will be determined solely in the discretion of Capital Development and Capital Development shall have no liability to Broker, or Borrower, in the event Capital Development declines to approve any loan application or to fund any loan for any reason whatsoever.



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5. Broker represents and warrants to Capital Development the following:
 - a. **License:** Broker is duly licensed, where required by law, to engage in the business of brokering commercial real estate backed loans. Attached hereto are copies of all such licenses held by Broker, which authorize Broker to engage in the business of brokering commercial real estate backed loans. Broker shall maintain all such licenses in good standing at all times. Broker agrees to notify Capital Development immediately upon the suspension, revocation, expiration or other termination of any license, or of the taking of any action by any regulatory or licensing authority against Broker.
 - b. **Compliance with Laws:** Broker has complied with, and will continue to comply with, all local, state and federal laws and regulations applicable to the conduct of its business including, but not limited to the Equal Credit Opportunity Act, the Fair Housing Act and all such laws and regulations that are included within the scope of the Fair Lending laws, the Fair Credit Reporting Act, the Real Estate Settlement Procedures Act and the Truth-in-Lending Act. Broker shall provide each Borrower/applicant with all applicable disclosures and notices as required by law, which disclosures shall be substantially in the form as promulgated by the National Association of Mortgage Brokers. The timely delivery of all necessary and appropriate disclosures shall be the sole responsibility of the Broker.
 - c. **Independent Contractor:** Capital Development is not Broker's only lender source and Broker acknowledges that Capital Development does not require that a Borrower use Broker in order to obtain a loan from Capital Development. Broker is an independent contractor and not an agent, servant or employee of Capital Development. Broker shall not represent, directly or indirectly, to any Borrower or any other party, that it is an agent, servant or employee of Capital Development. This Agreement shall not constitute any legal relationship of partnership, joint venture, agency or employment between the parties hereto.
 - d. **Written Agreements:** Broker shall not advise any Borrower that Capital Development has agreed to make a loan to such Borrower unless Broker submits such Borrower's loan application to Capital Development and such Borrower is approved in writing by Capital Development.
 - e. **Loan Application and Documents:** All applications submitted by Broker to Capital Development will be, to the best of Broker's knowledge after due investigation, true and complete and will accurately reflect all information required by Capital Development. Broker agrees to cooperate with Capital Development to facilitate and expedite the timely collection of documentation determined by Capital Development as necessary for the review and approval of a Loan.
6. **Arbitration:** In the event of any dispute under or relating to the terms and provisions of this Agreement or any breach thereof, it is agreed that the same will be submitted for arbitration in Denver, Colorado, and judgment upon any award rendered may be entered in any court having jurisdiction thereof. In the event of arbitration or litigation arising from or out of this Agreement, the prevailing party shall be entitled to recover all costs and fees, including any and all reasonable attorney's fees and other costs incurred in connection therewith.
7. **Governing Law:** This Agreement is subject to and shall be interpreted in accordance with the laws of the State of Colorado. Nothing contained herein shall obligate Lender to close or fund any loan.
8. **Facsimile Signatures; Counterparts:** Facsimile signatures or counterparts of this Agreement are hereby authorized and shall be acknowledged as if such signatures were an original execution, and this agreement shall be deemed as executed when an executed facsimile hereof is transmitted by a party to any other party.
9. **Marks and Names:** The marks and names "Capital Development, LLC", "Capital Development", the "CD" logo, "eDoclending", "eDoc", the "eDoclending" logo and all other marks and names adopted and used by Capital Development (hereinafter collectively referred to as "Capital Development Marks and Names") are the sole and exclusive property of Capital Development, and Broker agrees that it has no rights or ownership interest in the Capital Development Marks and Names and will make no use whatsoever of the Capital Development Marks and Names in Broker's business name, advertisements or any other communications disseminated by Broker without the express written permission of Capital Development.



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- 10. **Assignment:** The rights, interests, duties and responsibilities of the Broker as set forth herein, may not be assigned without the consent of all parties hereto.
- 11. **Severability:** The invalidity or unenforceability of any provision of this Agreement in a particular respect shall not affect the validity and enforceability of any other provision of this Agreement or of the same provision in any other respect.
- 12. **Release of Liability:** Broker agrees that full payment of the Compensation set forth herein shall release Lender from all claims or liability to Broker with respect to such Loan. Broker specifically agrees to defend and hold Lender harmless from any and all claims of other brokers for a finder's fee or commission in connection with the Loan to a Borrower for which the foregoing described Compensation was paid to Broker.
- 13. **Entire Agreement:** This Agreement embodies the entire understanding between Capital Development and Broker with respect to the subject matter hereof and there are no other understandings between Capital Development and Broker with respect to the subject matter hereof. This Agreement supersedes any prior written agreement respecting the subject matter hereof, and may not be amended or modified, nor may any provision thereof be waived, except by a writing signed by all of the parties hereto. The captions in this Agreement are for convenience only, and shall not be given substantive effect.

Broker is fully aware of its responsibilities hereunder and has executed this Agreement only after it has had adequate opportunity to review and/or confer with legal counsel. Broker has also executed this Agreement with the knowledge that Capital Development will rely upon the representations and warranties made by Broker to Capital Development.

Capital Development, LLC

(Print or type name of company or broker)

By: _____

By: _____

Name: William W. Harrison

Name: _____

Title: President

Title: _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <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 Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
or
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.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

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 28% 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.

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA 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 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, 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 chart below 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 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-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. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

Note. 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 items 1, 4, and 5 below indicate otherwise.

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

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

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

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

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

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

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

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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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. You may also report misuse of the IRS name, logo, or other IRS personal 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 or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

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

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

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

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

⁴ 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. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

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

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