



ALBCommercialCapital

Mortgage Broker Application

Your first step towards making money

your source for multifamily & commercial lending

The **will** to win,
the **desire** to succeed,
the **urge** to reach your full potential...

these are the **keys** that will unlock the door to **excellence**.

-Confucius

CORPORATE HEADQUARTERS
2476 Lake Ave | Altadena CA 91001

Call Toll Free
800-510-2214

Cooperating Broker Package:

Listed below are the items that are enclosed in our Cooperating Broker package. Please review this checklist and make sure that you complete all applications to include signatures and dates and return to our office with all other requested items mentioned on the list.

- ☐ Cooperating Broker Application
- ☐ Mortgage Broker Agreement
- ☐ Special Zero Fraud Tolerance Addendum
- ☐ Schedule “A” Loan Programs
- ☐ ALB Process Flow Chart
- ☐ W-9 Form

Once a Broker has been approved, they will receive an approval letter and they will be supplied with rate sheets, program guidelines, loan submission forms, and granted access to our premiere lending programs.

We look forward to having you on the ALB Team.

**Fax all appropriate documents to (626) 296-7771 or
Scan & E-Mail to info@albcommercialcapital.com**

COMPANY INFORMATION

Applicant Name: _____ Broker DRE License #: _____

Business Name: _____ Tax ID Number: _____

Business Address: _____ Phone Number: _____ ext: _____

_____ Fax Number: _____

_____ Cell Number: _____

Email: _____ Website: _____

Month and Year Business Started: _____ Total Number of Employees: _____

Number of Originators: _____ # of Underwriters: _____ # of Processors: _____

Name of Principal: _____ Title: _____

Name of Principal: _____ Title: _____

Name of Principal: _____ Title: _____

Name of Principal: _____ Title: _____

PRODUCTION HISTORY / INFORMATION

Prior 3 Years Volume: _____ Current Year Projected _____ Office: \$ _____

20__ Loan Volume: \$ _____ Loan Volume by Type: _____ Industrial: \$ _____

20__ Loan Volume: \$ _____ Retail: \$ _____

20__ Loan Volume: \$ _____ Multifamily: \$ _____

_____ Hospitality: \$ _____

Average Loan Size: \$ _____ Senior: \$ _____

Other: \$ _____

Please check all States in which you do business:

☐ 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 ☐ NC ☐ ND ☐ NE ☐ NH ☐ NJ ☐ NM ☐ NV ☐ NY
☐ OH ☐ OK ☐ OR ☐ PA ☐ RI ☐ SC ☐ SD ☐ TN ☐ TX ☐ UT ☐ VA ☐ VT ☐ WA ☐ WI ☐ WY ☐ WV

SIGNATURES:

Signature

Date

Print Name

Title

ALB Commercial Capital Mortgage Broker Agreement

THIS MORTGAGE BROKER AGREEMENT ("The Agreement") is entered into this _____ day of _____, 20____ by and between **ALB Commercial Capital** ("ALB") with its principal office located at **2476 Lake Ave, Altadena, California 91001 (DRE License # 01379610)**, and _____ with its principal place of business at _____ ("Cooperating Broker").

NOW THEREFORE, for valuable consideration both parties fully agree and consent to the following terms and conditions:

Business Purpose: ALB is in the business of originating and funding debt, equity and hybrid capital for the financing of commercial real estate transactions ("the Financing"). Broker desires to facilitate the introduction of prospective clients ("the Borrower") interested in the Financing to ALB,, and to act in good faith in performing whatever duties are necessary to assist ALB in closing the Financing and ALB desires Broker to perform such services.

Term of the agreement: This agreement shall remain in force until cancelled by either party. This agreement may be cancelled by either party with thirty (30) days written notice. Such cancellation in no way will affect any liabilities existing or which may become existing on transactions entered into prior to the date of cancellation.

Broker Representations: The Broker shall submit applications for loans, the requirements of which in terms of amounts, rates, security and other qualifying features will meet the guidelines established by ALB (which may be adjusted from time to time) to meet (ALB's) investors, capital partners, or correspondent requirements. Broker hereby agrees to furnish any and all financial statements, real estate information and other additional items which may be required by ALB (all obtained at Broker's expense) to enable ALB and it's investors, capital partners, and correspondents to evaluate the loan application for it's approval. Broker hereby warrants that all information furnished to ALB for investor, capital partners or correspondents use in evaluating the creditworthiness of the Borrower (s) or collateral value of the property shall be accurate and complete. If ALB determines that additional information or action by Broker is needed to facilitate approving, funding the loan application and attaining post closing documents Broker agrees to provide any and all of these services at their own expense.

Broker represents, warrants and covenants that all documentation or instruments submitted by Broker or Broker's agents in connection with such loan applications will be valid truthful and genuine, being what on their face they purport to be. Broker represents warrants and covenants that Broker will comply with all laws, both State and Federal, as may be applicable to Broker, including but not limited to, the Truth-in Lending Act. Federal Regulation Z, Equal Credit opportunity Acts, Patriots act, Real Estate Settlement Practices Act, ALB Zero Loan Fraud Tolerance addendum, etc. Broker further warrants, represents and covenants that Broker possesses all valid licenses, permits and statutory approval as may be required by Federal, State and Local Law or regulations as covered in this agreement.

ALB Representations: ALB in its sole discretion may reject any application submitted by Broker or choose not to provide financing to Broker's clients. ALB reserves the right to reject any application or decline Financing based upon ALB internal credit decision making, underwriting guidelines, or other lending criteria and shall have no liability to Broker, or Borrower in the event that ALB declines Financing for any reason whatsoever.

Confidentiality and Non-Disclosure: Broker hereby acknowledges that ALB's capital partners, correspondents, and investors are and shall remain the exclusive property of ALB and Broker agrees to hold and treat said capital partners, correspondents and investors as confidential information and will not directly or indirectly disclose the confidential information to any third party for a period of three years after the termination of this agreement. Broker understands and acknowledges that any disclosure of the confidential information without ALB's prior written consent will cause irreparable harm to Lender and no amount of monetary damages will be sufficient to cure such damage to Lender.

Compensation to Broker: All compensation due to Broker from Lender will be negotiated on a case by case transaction specific basis. The Broker's compensation shall be paid by ALB after closing out of ALB's escrow account. ALB may or may not receive a YSP on this transaction. At no time will a cooperating broker be allowed to charge more than ALB Commercial Capital. Cooperating Broker will need to complete a form W-9.

Loan Fees: For Loans greater than \$500,000 the minimum fee charged to a borrower is 1% of the loan amount plus ALB's standard processing and admin fee of \$1950. The origination fee is then split 50/50 with the cooperating broker. **For Loans less than \$500,000** the origination fee is also split 50/50 with the cooperating broker however, the **minimum** origination fee earned by ALB Commercial Capital will be \$2500.00 plus its standard processing and admin fee of \$1950.00.

Broker Agreement Notes:

1. At no time will a cooperating broker be allowed to charge more than ALB in origination fees nor can the cooperating broker add any additional fees for processing, admin etc.
2. Some of ALB Investors will limit the total allowable points that can be charged on a transaction which would include any processing or admin fees. In such cases ALB will advise the cooperating broker and the fees charged would be adjusted to ensure ALB of receiving its \$1950.00 processing & Admin fee first.
3. Cooperating Loan Brokers will be responsible for the collection of fees from their borrower to pay for appraisals, credit reports, rate lock commitments, and any other lender required third party services. ALB Commercial Capital will inform the cooperating Broker of the amounts and to whom the checks should be made payable to and when preferred and allowed ALB will supply forms for wire transfers. If the cooperating Loan broker fails to collect the specified fees the **Loan request** will be considered cancelled. In the event that the cooperating Broker is simply not responding to the request ALB will attempt to make contact with the borrower to collect the fees, prior to declining the loan request.
4. ALB will not be involved in "Daisy chain" referral type relationships. Therefore in the event that a cooperating broker has any referral fee owed to a third party that fee will have no part in this cooperating broker agreement.

Relationships between the parties: Broker is an independent contractor and not an agent or employee of ALB. Broker will not directly or indirectly, publicly or privately represent to any Borrower or any other third party, that it is an agent or employee of ALB. Any use by Broker of ALB's brand, lending programs, underwriting guidelines or collateral material is strictly prohibited without prior written consent of ALB.

Conflict Resolution: The parties agree to submit any dispute or controversy, at law or in equity, to arbitration under the rules of the American Arbitration Association. Said dispute shall be heard in the county of Los Angeles, in the state of California. The prevailing party shall be entitled to legal costs, arbitration costs and arbitrators fees. Attorney's fees may not be awarded by arbitrator, but in the event that legal action becomes necessary to confirm and/or collect the award of the arbitrator, the prevailing party in arbitration shall be entitled to reasonable attorney's fees for any post arbitration action or appeal thereof. Judgment upon the award rendered by arbitrator may be entered in any court having jurisdiction thereof.

Miscellaneous: This agreement contains the entire agreement between the parties with respect to the rights granted and obligations assumed under this agreement. This agreement may not be amended or modified except in writing signed by the party against whom enforcement is sought. Captions of headings of paragraphs in this Agreement are for convenience only and shall be disregarded in construing this agreement. This Agreement may be executed in multiple counterparts. This Agreement shall be construed and enforced under the laws of the state of California.

In witness whereof, the parties hereto have executed this Agreement in the space provided below as of the date shown above. All notices pursuant to this Agreement shall be deemed sufficient if in writing, delivered personally or sent by certified mail, return receipt, postage prepaid, as follows:

If to: ALB Commercial Capital, 2476 Lake Avenue, Altadena, CA 91001

Managing Director's Signature

Leonard M. Manriquez

Managing Director's Printed Name

Date

01379610

DRE License No.

If to Referring Broker:

Broker of Record's Signature

Broker of Record's Printed Name

Date

DRE License No.

SPECIAL ADDENDUM TO COOPERATING BROKER AGREEMENT

LOAN FRAUD-ZERO TOLERANCE:

The submission of Loan application containing false and/or misleading information is a crime! ALB Commercial Capital will not tolerate fraud by the loan officer, processor or the Applicant. In all cases where false and/or misleading information is found, the Loan application with all original documentation may be permanently retained by ALB Commercial Capital as evidence and the following consequences may prevail:

CONSEQUENCES TO COOPRTATING BROKER:

- Criminal Prosecution
- Loss of Real Estate Salesperson/Broker's License
- Loss of Lender access due to exchange of information between lenders and other industry participants
- Civil action by the lender
- Civil action by the applicant/borrower or other parties to the transaction.

CONSEQUENCES TO APPLICANT:

- Acceleration of debt relating to the covenant in the Deed of Trust which states: "Borrower shall also be in default if Borrower, during the Loan application process gave materially false or inaccurate information or statements to lender (or failed to provide lender with any material information) in connection with the Loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the property as a principal residence". Foreclosure under the Deed of Trust does not require the Borrower to be in "payment default". Therefore, if the Borrower breaches this covenant the Borrower will not have the benefit of the right of reinstatement. In order to cure the default, the Borrower will be required to pay off the Loan in full prior to the sale of the property.
- Criminal Prosecution
- Civil action by the Lender and/or by ALB Commercial Capital
- Civil action by other parties to the transaction
- Employment termination
- Loss of professional license, if any and/or,
- Adverse effect on credit history.

Acceptance of Zero Fraud agreement and all terms found in the cooperating broker agreement

I hereby certify that I have read and understand and agree to the zero fraud agreement. I hereby certify that I have not been denied an operating license and that I have not been sanctioned by any licensing or regulatory body. For the purpose of signing this agreement, a fax copy shall be deemed as an original.

Signature of Loan Officer / Agent

Date

Printed Name Loan Officer / Agent

DRE License No.

Signature of "Cooperating" Broker

Date

Printed Name of "Cooperating" Broker

DRE License No.

Schedule "A" Loan Programs



America's Leading Brokers Commercial Capital takes pride in having all the right Capital relationships for our Commercial Loan Advisor's ,and if we learn of a new Hot Commercial Loan Program we are quick to get approved because of our earned reputation of being an honest, high volume producing, experienced, knowledgeable ,and reliable group.

Types of Capital Sources we represent:

- Large Portfolio Lenders
- Community Banks
- Credit Unions
- Thrift Savings and Loans
- Fannie Mae & Freddie Mac
- Private Capital
- SBA Lenders
- Insurance Funds
- CMBS Funds

Types of Loan Programs we offer:

- Adjustable rate mortgages (quarterly, semi-annually, variety of indexes used, amortizations and terms vary)
- Hybrid Fixed loans (2,3,5,7,10 Years, variety of indexes used, amortizations and terms vary)
- Long term Fixed rate loans (10.15.20.30,40 variety of indexes used, amortizations and terms vary)
- Short Term Bridge type Financing (6 mo,1, up to 5 year term interest only, rates, terms, and fees will vary)
- Construction Financing- On case by case basis (Fluctuates with Market Conditions)

Property Types that we finance:

- Apartment Buildings
- Mixed Use Properties
- Mobile Home Parks
- Office Buildings
- Retail Centers
- Industrial Type Properties
- Owner User Properties
- Special Purpose Properties
- Gas Stations
- Motel & Hotels
- Nursing Homes, Adult Care Centers
- Big Box Centers
- 2-4 units (must be non owner occupied held in an entity)

Properties Types and Loans that we do not make:

- Residential

Loan Fees

- Typically a minimum of 1% plus Processing & Admin Fee (\$1950)
- Refer to the "Loan Fees" section of the ALB Commercial Capital Mortgage Broker Agreement

Working with ALB Commercial Capital

Stage 1: Starting the Loan



Stage 2: Closing the Loan



Time to Close: 30 to 45 Days*

**from loan submission*

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

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

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% 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, payments made in settlement of payment card and third party network transactions, 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 instructions for Part II 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 *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. 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 line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

² 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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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 SSA 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. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. 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, 4, or 5 below indicates 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 line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. 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
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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 "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.

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*, earlier.

***Note:** The 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, 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft 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. commonwealths and 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.