



201 W Passaic Street, Suite 101 • Rochelle Park, NJ 07662 • Phone: (201) 488-8809 • Fax: (201) 488-8819 • (800) 876-LOAN

Dear Mortgage Broker:

Thank you for your interest in becoming an Alpine Mortgage Services, LLC approved broker. As a part of the approval process, it is essential that you complete and execute Alpine Mortgage's broker application and agreement.

In addition, you will also be required to submit supporting documentation with your broker package. In order to avoid delays in the processing of your broker application, please ensure that all required fields and documents listed on the "Broker Approval Check List" are included with your broker application package. All broker packages can either be faxed to: 201) 488-8819 or mailed to the following address:

Alpine Mortgage
Attn: Broker Approval Department
201 W Passaic Street, Suite 101
Rochelle Park, NJ 07662

Thank you for your interest in becoming an approved broker with Alpine Mortgage.

Sincerely,

Alpine Mortgage
Broker Approval Department



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Broker Approval Checklist

Please include the following with your completed application:

- Mortgage Broker Application with original signatures
- Mortgage Broker Agreement with original signatures and corporate seal, if applicable, signed by an authorized representative
- Authorization to Release Information (for each principal / owner)
- Mutual Non-Disclosure and Non-Circumvention Agreement with original signatures
- W-9 Form with original signatures
- Un-audited or audited signed balance sheet and profit/loss statement for past fiscal year end or most recent year tax returns (with all schedules)
- Year to date signed balance sheet and profit/loss statement
- Corporate Resolution with corporate seal, if applicable, signed by an authorized individual of the corporation or other entity
- Resume(s) of all principal owner/officer(s) and broker of record
- Copies of current license from licensing authority for each state or proof of licensing exemption



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MORTGAGE BROKER APPLICATION

Broker Name: _____

DBA: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____ Website: _____

PRINCIPAL/OWNER INFORMATION

1) Name: _____ Title: _____ SS#: _____

2) Name: _____ Title: _____ SS#: _____

3) Name: _____ Title: _____ SS#: _____

4) Name: _____ Title: _____ SS#: _____

PRIMARY CONTACT PERSON

Name: _____ Title: _____ Phone: _____

COMPANY INFORMATION

Date of Company's Formation: _____ State of Formation: _____

Tax ID No: _____

Business Type: Corporation Partnership LLC Sole Proprietorship Other

I/We hereby authorize Alpine Mortgage, LLC as part of our application for approval as a broker, to conduct business and personal credit checks on our company and ourselves.

Company Name

By: _____
Principal's Signature

Date

Print Name & Title

Mortgage Broker Agreement

This Mortgage Broker Agreement (the “Agreement”) is entered into as of _____ (the “Effective Date”) between Alpine Mortgage Services, LLC, a New Jersey Limited Liability Company (“Alpine Mortgage”), and _____ (“Broker”), located at _____.

Recitals

From time to time, Broker may submit to Alpine Mortgage, for underwriting and funding by Alpine Mortgage or its investors, first and/or second lien mortgage loans (the “Loan” or “Loans”) that meet the eligibility requirements of those mortgage loan programs offered by Alpine Mortgage.

Broker agrees to submit such loans to Alpine Mortgage, and Alpine Mortgage agrees to review and fund such loans, in accordance with the terms and conditions set forth below. Now, therefore, the parties agree as follows:

I. Mortgage Broker Services Arrangement

The parties have entered into this Agreement for the purpose of using Broker’s expertise, services and facilities in the making of residential mortgage loans for purchasers or owners of residential properties by Alpine Mortgage or its investors, upon the terms and conditions set forth herein. Broker agrees to take applications for residential mortgage loans and to gather and prepare all documents and related materials (collectively, the “Mortgage Loan Package”), that satisfy the requirements of this Agreement and the guidelines of Alpine Mortgage and relevant investors, agencies and insurers. For a Mortgage Loan Package delivered to Alpine Mortgage to qualify for acceptance by Alpine Mortgage hereunder, the Mortgage Loan Package must be prepared by Broker in accordance with and satisfy all requirements of: (a) applicable federal, state and local laws, ordinances, regulations and rules applicable to Broker, Alpine Mortgage or the loan transaction contemplated in the Mortgage Loan Package; (b) this Agreement; and (c) of all relevant investors, agencies and insurers (collectively, the “Applicable Requirements”). In connection with the delivery of a Mortgage Loan Package to Alpine Mortgage hereunder, Broker shall assign all rights, title and interest in and to such Mortgage Loan Package to Alpine Mortgage. The decision to reject a Mortgage Loan Package or to approve a loan in connection with a Mortgage Loan Package shall be made by Alpine Mortgage in its sole discretion. Alpine Mortgage shall have no obligation or liability for its refusal to make a loan or its delay in underwriting or closing any loan.

II. Broker Responsibilities

A. General Responsibilities. As pertains to each Loan submitted by Broker to Alpine Mortgage for underwriting and funding, Broker shall:

- 1) establish and maintain contact with Loan applicant(s) from application to closing;
- 2) conduct all direct and personal interviews with applicant(s);
- 3) aid applicant(s) in understanding the home buying and financing process;
- 4) inform applicant(s) of the different types of loan products available, explain the qualification and eligibility requirements for each product and demonstrate how closing costs and monthly payments may vary under each product;
- 5) collect all information and documentation needed to complete the Loan application including applicable information required by applicable state and federal law and any regulations related thereto;
- 6) deliver to applicant(s) a Good Faith Estimate (“GFE”) meeting the requirements of the Real Estate Settlement Procedures Act (“RESPA”) within three (3) days of receipt of the Loan application;

- 7) provide to applicant(s) such additional disclosures as are required to be provided by Broker, Alpine Mortgage or applicable federal or state law; and
- 8) perform any other service as Alpine Mortgage may from time to time reasonably request.

B. Loan Application Package. Broker shall provide to Alpine Mortgage a Mortgage Loan Package for each Loan submitted to Alpine Mortgage for underwriting and funding. Each Mortgage Loan Package shall include the following:

- 1) applicable Loan submission form, as required by Alpine Mortgage;
- 2) completed Uniform Residential Loan Application (Form 1003) signed by the applicant(s) and all disclosures as required by applicable federal or state law;
- 3) initial good faith estimate of the dollar amount of each settlement charge (including any yield spread premiums) that applicant(s) is likely to incur in connection with the Loan;
- 4) all supporting documentation required by the applicable loan program, including, but not limited to, credit reports, verifications of employment and deposit, title work and property appraisals; and
- 5) such other documents as Alpine Mortgage may from time to time reasonable request.

C. Points and Fees. Broker shall include on the good faith estimate provided to Alpine Mortgage, all amounts Broker will charge applicant(s) or earn in connection with the Loan, including any applicable yield spread premiums. Notwithstanding anything to the contrary contained herein, Broker shall not charge applicant(s) any amount that exceeds the applicable pricing policy of Alpine Mortgage. Broker shall not serve as a real estate agent or earn a sales commission on any transaction for which Broker is serving as the mortgage broker without the written consent of Alpine Mortgage.

D. Broker Review. As may be required by Alpine Mortgage from time to time, Broker shall cooperate with and provide all information, documents and reports requested by Alpine Mortgage so that Alpine Mortgage may conduct a review of Broker and its operation. Such information, documents and reports may include, but shall not be limited to, financial reports (including the most recent audited financial statements of Broker), copies of any required bonds or insurance coverages and any approvals with applicable state and federal governmental agencies.

G. Compliance with Requests for Missing or Additional Documentation. Broker shall comply with any requests by Alpine Mortgage for missing, corrected and/or additional documentation related to a Loan. Broker shall comply with any such requests as soon as possible, regardless of whether the request was made prior to or after the closing of the related Loan, but, unless otherwise agreed by Alpine Mortgage, Broker shall comply with any such request no later than ten (10) business days after its receipt of a request from Alpine Mortgage.

III. UNDERWRITING

A. Underwriting the Loans. Upon receipt from Broker of a complete Mortgage Loan Package, Alpine Mortgage or its investors shall evaluate the risk of making such Loan using Alpine Mortgage's or its investor's underwriting guidelines applicable to the type of loan being sought, as same may be amended by Alpine Mortgage from time to time. Alpine Mortgage shall notify Broker of any Loan underwriting and documentation deficiencies or problems with respect to any Mortgage Loan Package. Alpine Mortgage and Broker agree that Alpine Mortgage may rely on the materials contained in the Mortgage Loan Package supplied to it by Broker and the authenticity and accuracy of all signatures and information contained therein. Broker, acting in good faith, represents that to the best of its knowledge and belief said information is accurate and authentic. Alpine Mortgage's failure to conduct an independent investigation with respect to such materials, signatures and information shall not affect or modify the representations and warranties made by Broker under this Agreement and remedies available to Alpine Mortgage for a breach thereof.

B. No Liability. Alpine Mortgage shall have no liability to Broker for Alpine Mortgage's failure to underwrite any Loan in accordance with the applicable guidelines except to the extent such failure constitutes willful misconduct by Alpine Mortgage.

IV. LOAN APPROVAL AND FUNDING

A. Loan Approvals by Alpine Mortgage. Notwithstanding anything to the contrary contained in this Agreement, Alpine Mortgage shall have no obligation to fund any Loan submitted to it by Broker and may reject any Loan that, in Alpine Mortgage's sole discretion, does not meet the applicable underwriting guidelines. With respect to any Loan approved by Alpine Mortgage or its investors for funding, Alpine Mortgage or its investors may require Broker to comply with certain conditions, as set forth in writing to Broker, prior to funding of the Loan by Alpine Mortgage or its investors. Alpine Mortgage or its investors shall not fund any Loan until all such conditions have been met.

B. Notice of Adverse Action. If Alpine Mortgage rejects a Loan for funding or makes a counteroffer to Applicant, Alpine Mortgage shall, within ten (10) business days after its decision to deny such application, prepare in Alpine Mortgage's name and deliver to Broker a notification of adverse action in accordance with the Equal Credit Opportunity Act. Broker shall be responsible for delivering the notification of adverse action to Applicant within the time specified by law.

C. Closing. All Loans approved by Alpine Mortgage or its investors for funding shall be closed in accordance with Alpine Mortgage's written closing instructions and on closing documents prepared by Alpine Mortgage or any Alpine Mortgage approved document vendor. Alpine Mortgage shall provide Broker with the appropriate closing documents as soon as practicable after all applicable conditions to closing have been satisfied. Broker is responsible for ensuring that all closing documents are properly signed by Applicant, Broker or a third party and contain authentic signatures.

D. Funding. Each Loan approved by Alpine Mortgage for funding will be closed in the name of Alpine Mortgage. Alpine Mortgage will fund such Loan as soon as practicable following receipt of all closing documents, properly completed and signed, including, but not limited to: (i) mortgage, deed of trust, or other security instrument, naming Alpine Mortgage as the lender or beneficiary; (ii) mortgage note naming Alpine Mortgage as the payee; (iii) all required property and casualty insurance policies naming Alpine Mortgage and its successors and assigns as an additional loss payee; and (iv) all required disclosure statements.

V. BROKER WARRANTIES AND REPRESENTATIONS

A. Broker Warranties and Representations: Generally. Broker represents, warrants and covenants to Alpine Mortgage that, with respect to itself, including each office or branch operated by Broker and any third party originating Loans under Broker's license to originate mortgage loans ("Loan Originators") and the Loans, the following are true and correct as of the date hereof and shall remain true and correct during the term of this Agreement:

- 1) Broker is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is qualified and/or licensed as necessary to transact business in each state where property securing a Loan is located;
- 2) Broker is, and shall at all times remain, knowledgeable and in compliance with all federal, state and local laws and regulations applicable to it and the operation of its business, including, but not limited to, the RESPA, the Home Ownership and Equity Protection Act of 1974, the Fair Credit Reporting Act, the Fair Housing Act, the Equal Credit Opportunity Act, the Truth in Lending Act, the Home Mortgage Disclosure Act and all regulations promulgated under each such law;
- 3) This Agreement, and all actions provided for herein, have been duly authorized by the Broker's board of directors, if Broker is a corporation, or by such individual(s) empowered and authorized to bind Broker, and Broker shall, upon execution of this Agreement, provide Alpine Mortgage with evidence reasonably

satisfactory to Alpine Mortgage for such authorization. Neither the execution of this Agreement nor the consummation of the transactions contemplated herein, nor the fulfillment of or compliance with the terms and conditions of this Agreement will conflict with or result in the breach of any term, condition or provision of Broker's certificate of incorporation or by-laws, any license held by Broker or governing Broker's activities or any agreement to which Broker is a party or by which Broker is bound, or constitute a material default or result in an acceleration under any of the foregoing;

4) There is no suit, action, arbitration or legal, administrative or other hearing that would affect the Broker's ability to perform its obligations hereunder;

5) Broker has not entered into any agreement, commitment or understanding and has no plans to enter into any agreement, commitment or understanding to merge with or into, or sell all or substantially all of its assets to, any other person or entity or dissolve, liquidate or otherwise terminate its corporate rights, existence or franchise;

6) Broker has entered into a written services agreement with each Applicant if required by applicable federal or state law;

7) All Loans have been closed using closing documents prepared or otherwise approved by Alpine Mortgage;

8) All documents submitted by Broker or Loan Originator in connection with any Mortgage Loan Package are, to the best of Brokers knowledge and belief, in every respect valid and genuine, being on their face what they purport to be and all signatures on each promissory note and deed of trust or mortgage are the true signatures of the appropriate Applicant; and

(i) All information, reports and/or other documents furnished or to be furnished by Broker to Alpine Mortgage pursuant to this Agreement or furnished by Broker to Alpine Mortgage in connection with Alpine Mortgage's review and approval of Broker are, to the best of Brokers knowledge and belief, true, correct and accurate and no such information, reports and/or other documents contain any untrue statement of fact or omits to state a fact necessary to make the statements contained herein or therein not misleading.

B. Broker Warranties and Representations: Individual Loans. Broker represents, warrants and covenants to Alpine Mortgage that the following are true and correct with respect to each Loan as of the date Alpine Mortgage acquires or funds such Loan:

1) The promissory note (the "Note"), the deed of trust or mortgage (the "Mortgage") and assignment of mortgage or deed of trust (collectively, the "Collateral Documents") are genuine and each is the legal, valid and binding obligation of the maker thereof, enforceable in accordance with its respective terms. The terms of the Note or the Mortgage have not been impaired, waived, altered or modified in any respect, except by written instruments which have been disclosed to, and approved by, Alpine Mortgage (and any primary mortgage insurer, if applicable) in writing and which have been, or will be recorded if necessary to protect the interests of Alpine Mortgage;

2) The Loan and related Collateral Documents comport with the terms and conditions of this Agreement;

3) All representations and warranties made by Broker and all information contained in any documents submitted by Broker with respect to the Loan are, to the best of Brokers knowledge and belief, true and correct in all material respects;

4) The Loan is a valid first or second lien (as applicable for the Loan Program under which the Loan was delivered) on the property that secures the Loan (the "Mortgaged Property"), and the Mortgaged Property is free and clear of all encumbrances and liens having priority over the lien of such Loan, subject to: (i) the approved first lien, if any, (ii) the lien of current real property taxes and assessments not yet due and payable, (iii) covenants, conditions and restrictions, rights of way, easements and other matters of the public record as of the date of recording being acceptable to mortgage lending institutions generally and specifically referred to in the lender's title insurance policy delivered to the originator of the Loan and which do not adversely affect the appraised value of the Mortgaged Property, and (iv) other matters to which like properties are commonly subject which do not materially interfere with the benefits of the security intended to be provided by the Mortgage or the use, enjoyment, value or marketability of the related Mortgaged Property. No Mortgagor has been released, in whole or in part, from the obligations set forth in the Note or Mortgage;

5) All applicable federal, state and local laws, rules and regulations, including without limitation, the Real Estate Settlement Procedures Act, the Flood Disaster Protection Act, the Federal Consumer Credit Protection

Act including the Truth-in-Lending and Equal Credit Opportunity Acts, the Federal Fair Housing Act, the Home Ownership and Equity Protection Act, Gramm Leach Bliley Act and all applicable federal and state statutes or regulations governing fraud, lack of consideration, unconscionability, consumer credit transactions, consumer protection and consumer privacy, interest or other charges, licensing and mortgage insurance applicable to the Loan, including without limitation, the origination, servicing and collection thereof, have been complied with in all respects;

6) The Loan file for each Loan for which the related Loan program requires an appraisal contains an appraisal of the Mortgaged Property which was signed by a qualified appraiser who has no interest, direct or indirect, in the Mortgaged Property or in the Loan or in the security thereof. The appraiser did not receive compensation which was affected by or dependent in any way on the approval or disapproval of the Loan and the appraiser signed the appraisal prior to Alpine Mortgage's approval of the Loan. The appraisal was completed in compliance with the Uniform Standard of Professional Appraisal Practice and all applicable federal and state laws and regulations, including, without limitation, Title XI of the Financial Institutions Reform, Recover and Enforcement Act and the regulations related thereto; and

7) No error, omission, misrepresentation, negligence, fraud or similar occurrence with respect to a Loan, including without limitation, the related documentation has taken place on the part of the Broker, and to the best of Broker's knowledge by any other person, including without limitation, the Mortgagor, any appraiser, any builder or developer, or any other party involved in the origination of the Loan or in the application of any insurance in relation to such Loan.

VI. REPURCHASE AND INDEMNIFICATION

A. Repurchase and Indemnification. Upon the occurrence of any Repurchase Obligation (as defined below), Broker shall be obligated to repurchase the related Loan(s) and indemnify Alpine Mortgage or its investors for such related Loans(s) in accordance with the terms and conditions contained herein. At Alpine Mortgage's sole option, Alpine Mortgage or its investors shall have the right to require Broker to (i) repurchase the related Loan(s), (ii) indemnify Alpine Mortgage or its investors for such related Loan(s) and/or (iii) enter into an Indemnification Agreement (as defined below) in lieu of repurchasing the related Loan(s), in any case, in accordance with the terms and conditions contained herein.

B. Repurchase Obligations. Any of the following circumstances shall be considered a "Repurchase Obligation":

1) Alpine Mortgage determines that Broker failed to observe or perform or has breached or breaches, any of the representations, warranties, covenants or agreements contained in this Agreement.

2) Alpine Mortgage receives a repurchase notification from any third party investor and the repurchase request is based on fraud or misrepresentation, in which Broker had prior knowledge or was a party to fraud or misrepresentation with respect to the Loan.

3) Alpine Mortgage determines that Broker committed fraud or misrepresentation with respect to the Loan or otherwise aided, abetted or assisted in the commission of fraud or misrepresentation by any third party with respect to the loan.

4) Alpine Mortgage determines that Broker assisted with, or had prior knowledge of, the misrepresentation or falsification of pertinent loan documents, including, but not limited to, pay stubs, W2's, tax returns, letters of explanation, credit reports, or appraisals.

5) Alpine Mortgage determines that any third party fraud or misrepresentation has occurred with respect to the Loan.

C. Request for Repurchase; Repurchase Price; Repurchase Procedures.

1) Request for Repurchase. In the event of an occurrence of any Repurchase Obligation, upon the request of Alpine Mortgage, Broker hereby agrees to repurchase the related Loan(s) (or, if the related Loan(s) has been foreclosed, the related Mortgaged Property) within thirty (30) days after Broker's receipt of Alpine Mortgage's written demand therefore for an amount equal to the Repurchase Price (as defined below). For

the purpose hereof, the term “foreclosure” shall include judicial foreclosure, non-judicial foreclosure, deed in lieu of foreclosure, or any other mechanism of obtaining title to the Mortgaged Property.

2) Repurchase Price. The repurchase price for any Loan which Alpine Mortgage has requested Broker to repurchase (the “Repurchase Price”) shall be an amount equal to the sum of (a) the current unpaid principal balance of the Loan at the time of repurchase (or at the time of the foreclosure sale date if the related Loan has been foreclosed); (b) accrued but unpaid interest on such principal balance at the Note rate from the paid-to-date of the Loan through and including the last day of the month in which the Repurchase Price is paid; (c) all costs and expenses, including without limitation, reasonable fees and expenses of counsel, incurred by Alpine Mortgage as a result of Broker’s breach of this Agreement or enforcing the terms of the Loan; (d) any premium paid by Alpine Mortgage in excess of the principal balance of the Loan at the time of purchase (excluding the service release premium) if Alpine Mortgage has not sold the Loan at the time of Broker’s repurchase or if Alpine Mortgage has sold the Loan and it is required to reimburse the purchaser the premium that the purchaser paid to Alpine Mortgage; (e) any un-reimbursed advances made by Alpine Mortgage, including without limitation taxes or insurance or payments authorized by the Note or the Mortgage or law to protect Alpine Mortgage’s interest in the Loan or related Mortgaged Property and (f) any other fees, costs or amounts relating thereto. The Repurchase Price shall be reduced by (i) any proceeds of mortgage insurance collected by Alpine Mortgage with respect to the Loan that have not been applied to the unpaid principal balance; and (ii) if the Loan has been foreclosed and the Mortgaged Property has been sold to a third party, the proceeds of the sale price received by Alpine Mortgage net of all advances, costs and expenses, including but not limited to reasonable fees and expenses of counsel, incurred by Alpine Mortgage in connection with such sale.

3) Repurchase Procedures. Upon Alpine Mortgage’s receipt of the Repurchase Price, Alpine Mortgage shall execute and deliver to Broker an assignment of the Mortgage, an endorsement to the Note, and the related Loan files and other loan documents, each without representation, warranty or recourse, and if Alpine Mortgage previously foreclosed the Loan and at such time then owns the Mortgaged Property, a deed to the Mortgaged Property, without representation, warranty or recourse, and if Alpine Mortgage previously foreclosed the Loan but either sold the Mortgaged Property or another buyer purchased the Mortgaged Property at the foreclosure, an assignment of all deficiency obligations of the Mortgagor, without representation, warranty or recourse. With respect to the servicing of any Loan(s) repurchased by Broker, Alpine Mortgage shall transfer such servicing, or cause such servicing to be transferred, to Broker or its designee. If the Broker is unable to service any Loan(s) or does not have a designee for such servicing, Alpine Mortgage may, at its sole option, service such Loan(s) for a fee equal to Alpine Mortgage’s then current rate until such time as Broker is capable of servicing such Loan(s) or designates a successor servicer. All costs of transferring servicing of any repurchased Loan(s) from Alpine Mortgage to Broker or its designee shall be borne by Broker and Broker shall reimburse Alpine Mortgage for any costs incurred in connection therewith. Broker's Repurchase Obligation with respect to a Loan shall not be eliminated, reduced or otherwise modified as a result of any modification, workout or assumption of the Loan.

D. Request for Indemnification; Indemnification Agreement in lieu of Repurchase.

1) Request for Indemnification. Upon the request of Alpine Mortgage, Broker hereby agrees to indemnify and hold Alpine Mortgage and its officers, directors, employees, agents, shareholders and representatives harmless from and against any and all claims, demands, liabilities, causes of action and expenses, including attorneys’ fees actually incurred, relating to, arising out of or in connection with Broker’s breach or alleged breach of any representation, warranty or covenant contained herein; provided, however, that Broker shall have no obligation to indemnify Alpine Mortgage to the extent the claim for indemnification is based on (i) Alpine Mortgage’s gross negligence or willful misconduct or (ii) Broker's breach of an obligation that is or was the responsibility of Alpine Mortgage under any Processing Agreement entered into between the parties.

2) Indemnification Agreement in lieu of Repurchase. At Alpine Mortgage’s sole option and in lieu of repurchasing the related Loan(s) subject to a Repurchase Obligation, Alpine Mortgage may require the Broker to enter into a written indemnification agreement in a form acceptable to Alpine Mortgage (the “Indemnification Agreement”) which requires the Broker to indemnify Alpine Mortgage, including, without

limitation, reimbursing Alpine Mortgage for any losses incurred by Alpine Mortgage as a result of such Repurchase Obligation with respect to the related Loan(s).

VII. MISCELLANEOUS

A. Non-Solicitation. Broker agrees that during the first twelve (12) months after a Loan has closed, neither it nor any of its employees or affiliates shall with respect to any Loan made by Alpine Mortgage under this Agreement, solicit the Applicant(s) in order to effect a refinancing of such Loan. Advertising to the general public through mass media or contact with Broker initiated by Applicant(s) does not violate this nonsolicitation provision; solicitation through direct mail or telemarketing would violate the provision. This nonsolicitation covenant survives the termination of the agreement and extends for the life of any Loan.

VIII. TERMINATION

A. Termination. Either party may terminate this Agreement at any time with or without cause, which termination shall be effective immediately upon the other party's receipt of written notice thereof. Unless otherwise agreed to in writing by the parties, Alpine Mortgage shall complete underwriting of any Mortgage Loan Package submitted by Broker prior to the date of termination and shall approve or reject funding of such Loans in accordance with the terms of this Agreement.

B. Notification of Change in Status. Broker shall immediately notify Alpine Mortgage in the event (1) Broker changes the name and/or address under or from which it conducts business; (2) there is a change of control of Broker; (3) Broker fails to be in compliance with qualification or licensing laws of any jurisdiction where it conducts business; or (4) Broker files for bankruptcy protection or is a party to any similar proceeding.

VIII. GENERAL PROVISIONS

A. Relationship of the Parties. Alpine Mortgage and Broker acknowledge and agree that at all times they are operating as independent parties. This Agreement is for the sole and exclusive benefit and obligation of the parties hereto and nothing contained herein shall be construed to give any party, other than Alpine Mortgage and Broker, any legal or equitable right, remedy or claim under or in connection with any provision of this Agreement. Nothing contained herein shall constitute a partnership or joint venture between Alpine Mortgage and Broker and neither party shall at any time hold itself out to any third party to be an agent or employee of the other.

B. Alpine Mortgage's Trademarks. Broker shall not use Alpine Mortgage's name, trademarks or service marks in any manner, including, without limitation, in any advertising or marketing materials.

C. Non-Exclusive Arrangement. Broker shall not be obligated to submit any or all loan funding requests that it brokers to Alpine Mortgage, it being understood that this is a non-exclusive agreement.

D. Governing Law. This Agreement shall be governed by and construed and enforced under the laws of the State of New Jersey, without regard to its conflict of laws principles. In the event of any lawsuit or other proceeding relating to this Agreement, each party hereby consents to jurisdiction in the state and federal courts located in the County of Bergen, State of New Jersey.

E. Notices. Except where telephonic instructions or notices are authorized herein to be given, all notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and mailed (registered or certified mail, return receipt requested, postage prepaid), sent by overnight courier (charges prepaid), or sent by facsimile (and confirmed by return facsimile), or personally delivered, addressed to the respective party at the address or facsimile number set forth below:

To: Alpine Mortgage Services, LLC
201 W Passaic Street, Suite 101
Rochelle Park, New Jersey 07662
Attn.: Broker Approval Dept.
Telephone: (800) 876-5626
Facsimile: (201) 488-8819

To Broker: _____

Attn: _____

Notices delivered personally shall be effective upon delivery. Notices transmitted by facsimile shall be effective when transmitted. Notices delivered by registered or certified mail shall be effective on the date set forth on the receipt of registered or certified mail, or the third business day after mailing, whichever is earlier. Each party shall provide written notice to the other of a change in its address, telephone number or facsimile number.

F. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Broker may not transfer or assign any of its obligations, rights or interests under this Agreement without the prior written consent of Alpine Mortgage and any attempted or purported assignment without such consent shall be null and void.

G. Severability. If any term, clause or provision of this Agreement shall be deemed invalid or unenforceable for any reason, the remainder of this Agreement shall remain valid and enforceable in accordance with its terms. The invalidity or unenforceability of any term, clause or provision in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

H. Waiver. No waiver of any provision of this Agreement or of the rights and obligations of the parties shall be effective unless in writing and signed by an authorized representative of the party waiving compliance. Any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

I. Attorneys' Fees. If any claim, legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that claim, action or proceeding, in addition to any other relief to which such party may be entitled.

J. Cooperation. The parties hereto each agree to use commercially reasonable efforts to cooperate fully with each other to perform all their duties hereunder and effectuate the purposes and intents of this Agreement; such cooperation shall include, but shall not be limited to, the correction of errors that may have arisen in connection with the origination of any Loan and provision of any and all information that may be requested regarding any of the Loans underwritten pursuant to this Agreement.

K. Entire Agreement. This Agreement is the final and exclusive statement of all agreements and understandings between the parties with respect to the subject matter described herein and all oral and written correspondence relating to the subject matter hereof, and any previous agreements entered into between Broker and Alpine Mortgage, are superseded by this Agreement. No change, modification or alteration of this Agreement shall be effective unless in writing and signed by both parties.

L. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. Facsimile signatures shall be deemed valid and binding to the same extent as the original.

M. Due Diligence and Information Related to Broker. Broker acknowledges and agrees that any information obtained by Alpine Mortgage from Broker or otherwise in connection with Alpine Mortgage's review and approval of Broker or any Loan submitted to Alpine Mortgage for funding may be provided by Alpine Mortgage to any of its subsidiaries and/or affiliates. With respect to any information related to a Loan submitted to Alpine Mortgage for funding, Broker expressly consents to the release of such information by Alpine Mortgage to its subsidiaries and/or affiliates which may have a need to know such information. Further, any other information provided by Broker to Alpine Mortgage in connection with this Agreement, including, without limitation, any financial reports with respect to Broker, may be shared with and used by such subsidiaries and/or affiliates for similar purposes.

N. Changes, Updates and Amendments to Agreement. From time to time, and upon at least thirty (30) days prior notice to Broker, Alpine Mortgage may change, update and/or amend the terms and conditions of this Agreement. Broker will be bound by such changes, updates and/or amendments upon the effective date of such notice without further need for acknowledgement or signature by Broker.

O. Communications with Broker. Broker acknowledges and agrees that Alpine Mortgage may communicate with Broker and provide Broker with information related to this Agreement or otherwise by any means legally permissible, including, without limitation, telephone, electronic mail and facsimile. To the extent Alpine Mortgage is required by applicable law to obtain Broker's prior consent to receive such communications from Alpine Mortgage via any such means, Broker hereby grants Alpine Mortgage such prior consent for any such applicable law and Alpine Mortgage shall not be required to obtain any additional consents from Broker. By way of example but not limitation, Broker consents and agrees that Alpine Mortgage may provide Broker with Loan pricing information and other information related to Alpine Mortgage's Loan programs to the electronic email address and/or facsimile number provided by Broker in Section VII, paragraph E herein or any other electronic email address and/or facsimile number that Broker may provide to Alpine Mortgage for such purpose and that Alpine Mortgage shall not be required to obtain any additional consents from Broker.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

ALPINE MORTGAGE, SERVICES, LLC

BROKER

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

MUTUAL NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

THIS MUTUAL NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT (the “**Agreement**”) is made as of _____ by and between Alpine Mortgage Services, LLC, with office at 201 W Passaic Street, Suite 101, Rochelle Park, NJ 07662, (“Alpine Mortgage”) and _____ with offices at _____ (“**Broker**”).

Statement of Purpose

In connection with the evaluation and analysis of a possible business transaction (the “**Transaction**”) between Alpine Mortgage and Broker, either party may disclose to the other certain Proprietary Information (as defined below). When either party discloses Proprietary Information, such party is referred to in this Agreement as the “**Disclosing Party**,” and when it receives Proprietary Information, such party is referred to as the “**Receiving Party**.”

IN CONSIDERATION of disclosing Proprietary Information, the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Alpine Mortgage and Broker hereby agree as follows:

1. Definition of “Proprietary Information”. As used in this Agreement, the term “**Proprietary Information**” means all communications, documents, materials, and other information, whether in written, oral, electronic, or other form, that either Disclosing Party provides, causes to be provided, or otherwise discloses to a Receiving Party, or which a Receiving Party otherwise learns in connection with the evaluation of the Transaction. Proprietary Information shall not include: (a) information that at the time of disclosure is in the public domain or is otherwise available to the Receiving Party other than on a confidential basis; (b) information that, after disclosure, becomes a part of the public domain by publication or otherwise through no fault of the Receiving Party; (c) information disclosed to the Receiving Party by a third party not under an obligation of confidentiality to the Disclosing Party; or (d) information that is or has been developed by the Receiving Party (as evidenced by the Receiving Party’s written records) independently of the disclosures by the Disclosing Party.

2. Treatment of Proprietary Information.

a. The parties acknowledge that each party considers the Proprietary Information it discloses to be valuable, confidential, and/or trade secrets. Each party agrees to keep secret and confidential the Proprietary Information of the other party, and further agrees to use such information solely for the purpose of evaluating a possible Transaction between the parties. Except as authorized by this Agreement, the Receiving Party shall not use any Proprietary Information for the Receiving Party’s own or any third party’s benefit, without the prior written approval of an authorized representative of the Disclosing Party.

b. Each party agrees that the Proprietary Information shall not be disclosed to any third party, except that a Receiving Party may disclose the Proprietary Information or portions thereof to those of its directors, officers, employees, representatives, agents, and financial and legal advisors (collectively, the “**Representatives**”) who need to know such information for the purpose of evaluating a Transaction between Alpine Mortgage and Broker. Prior to disclosing any Proprietary Information to any Representative, the Receiving Party shall inform such Representative of the confidential nature of the Proprietary Information and shall require such Representative to agree to be bound by this Agreement. Notwithstanding any provision in this Agreement, a Receiving Party may disclose Proprietary Information or portions thereof to the extent required to comply with a subpoena or an order issued by a court or governmental agency of competent jurisdiction or validly issued pursuant to applicable law; provided, however, that prior to disclosing any Proprietary Information to such court or governmental agency, the Receiving Party shall give the Disclosing Party reasonable prior written notice to permit the Disclosing Party to challenge such order to the extent such notice is not prohibited by such subpoena, order or applicable law.

3. Ownership of Proprietary Information. Alpine Mortgage and Broker agree that all Proprietary Information of a Disclosing Party hereunder shall remain the sole property of the Disclosing Party. Nothing in this Agreement shall be deemed a license to the Receiving Party to use the intellectual property of the Disclosing Party.

4. Return of Proprietary Information. At the request of a Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all of the Disclosing Party's Proprietary Information, together with all copies thereof and all notes, drawings, abstracts, and other information relating to the Proprietary Information prepared by the Receiving Party or any of its Representatives, regardless of the medium in which such information is stored, whether or not then in the possession of the Receiving Party or in the possession of any of the Representatives, except that Broker may retain such Proprietary Information of Alpine Mortgage that Broker is required to retain by applicable law or as Broker deems necessary to establish that it has complied with applicable law. Further, upon request of a Disclosing Party, the Receiving Party shall provide the Disclosing Party with a statement, signed by a duly authorized representative of the Receiving Party, verifying that the Receiving Party has complied with the terms of this Agreement.

5. Additional Conditions Of Confidentiality And Non-Circumvention.

- a. The Parties to this Agreement, and their authorized agents, assigns, officers, affiliates and employees, individually, and/or successors, hereby agree to keep confidential the names, telephone numbers of the banks, trusts, guarantors, lenders or borrowers, lending institutions, corporations, buyers, sellers, groups, and individuals introduced by any of the named Parties or of their associates. Such information is considered the property of the introducing party/company and shall remain so for the term of this Agreement.
- b. The parties to this Agreement agree that for the purposes of this Project, no effort shall be made to circumvent its terms in an attempt to gain commissions, fees, remuneration or considerations to the benefit of any of the parties of this Agreement, while excluding equal or agreed to benefits to any of the other parties. All parties herein agree not to circumvent or attempt to circumvent any of the parties in and of this transaction including any renewals, additions or any new agreements and/or projects between Broker and parties introduced by Alpine Mortgage and/or any of the named parties or of their associates. Unless otherwise agreed to in writing signed by all involved Parties, the fee structure to be agreed upon in forthcoming writings signed by both parties for the initial Transaction, will apply to any and all future projects and/or agreements between Broker, its successors and assigns, and Alpine Mortgage, its successors and assigns, and any party, introduced by Alpine Mortgage to Broker and/or identified in writing.
- c. Broker acknowledges that Alpine Mortgage has/will introduce associates and affiliates to Broker, and Broker agrees that it's officers, directors, employees, representatives, successors, permitted assigns and affiliates will deal only through Alpine Mortgage and not directly or indirectly with any or all party(s) introduced by Alpine Mortgage in connection with Broker's participation in Transaction, without the prior written and signed consent of Alpine Mortgage. Alpine Mortgage acknowledges that Broker may introduce Alpine Mortgage to its sources and Alpine Mortgage agrees that its officers, directors, employees, representatives, successors and assigns will deal only through Broker and not directly or indirectly with a party introduced by Broker in connection with Alpine Mortgage's participation in a Transaction, without the prior written and signed consent of Broker.

6. Representations. Alpine Mortgage and Broker agree that a Disclosing Party will make a best effort to the effect that at the time of delivery of the Proprietary Information, any express representation or warranty as to the accuracy or completeness of the Proprietary Information shall be true and current to the best of the Disclosing Party's knowledge and belief.

7. Survival of Confidentiality Obligation. If the discussions between Alpine Mortgage and Broker do not result in a Transaction, this Agreement shall survive the termination of the discussions and negotiations.

8. Miscellaneous.

a. Alpine and Broker hereby agree that money damages are not an adequate remedy for any breach or threatened of this Agreement and that a Disclosing Party shall be entitled to equitable relief, including an injunction and specific performance, in addition to any other remedies available to the Disclosing Party at law or in equity.

b. Failure to insist upon strict compliance with any provision of this Agreement shall not be deemed waiver of such provision or any other provision hereof.

c. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey, without regard to the conflicts of law rules of such State.

d. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

e. If there should be any litigation between the parties arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

IN WITNESS WHEREOF, this MUTUAL NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT shall be effective on the date first shown above and constitutes upon execution by the parties a legally binding Independent Agreement for Mutual Non-Disclosure Agreement.

By their signatures below, the Parties are verifying they are authorized signatories of their firm and each has Understood, Agreed and Accepted this Agreement effective as of this ____ day of _____, _____.

Authorized Signatory on behalf of:
Alpine Mortgage, LLC;

Authorized Signatory on behalf of:
_____;

By: _____

By: _____

Name: Steven Parangi

Name: _____

Title: Managing Member

Title: _____



201 W Passaic Street, Suite 101 • Rochelle Park, NJ 07662 • Phone: (201) 488-8809 • Fax: (201) 488-8819 • (800) 876-LOAN

AUTHORIZATION TO RELEASE INFORMATION

I, the undersigned, hereby authorize Alpine Mortgage Services, LLC, to verify all information with regard to, but not limited to, credit history, employment history, warehouse accounts, bank accounts, any accounts payable, broker relationships and all other information deemed necessary in connection with the broker application for approval.

I authorize Alpine Mortgage to reproduce this authorization as needed to obtain complete information.

Principal/Owner Name

Social Security Number

Signature

Date

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"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding	
	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.

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.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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 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 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 (after December 31, 2002). 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,
2. You do not certify your TIN when required (see the Part II instructions on page 4 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 regarding 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). 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. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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 9
Broker transactions	Exempt recipients 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 recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

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-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 online at www.socialsecurity.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 ID Numbers under Related Topics. 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. 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, 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 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, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account 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 single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
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). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ 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.) Also see *Special rules regarding 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.