



Thank you for your interest in becoming an approved Mortgage Broker with Top Flite Financial, Inc.

Our application process is fast and simple:

- 1. Complete the attached documents**
- 2. Email all documents to: brokerapproval@tffinc.net or Fax to: 517-772-5912**

Application Checklist

EXECUTE THE ATTACHED DOCUMENTS LISTED BELOW

Company Information Sheet

Broker Agreement

Compensation Declaration Form

Loan Fraud Zero Tolerance

General Due Diligence Questions

Authorization/ Release for Broker Business

Consent to Receive Fax and Emails

Loan Officer Compensation and Anti-Steering Rules Compliance Attestation
and Certification

Completed and Signed W-9

Please send the completed package to the Broker Approval Department at
brokerapproval@tffinc.net



COMPANY INFORMATION SHEET

Top Flite Contact: _____

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Title: _____

Phone: _____ Fax: _____

Email: _____

Company's NMLS #:

List Contacts that you wish to have access to our website back office (use additional pages if necessary):

Please list your

| Broker Portal Admin | Phone | NMLS # | Email |
|---------------------|-------|--------|-------|
| _____ | _____ | _____ | _____ |
| LO Name | Phone | NMLS # | Email |
| _____ | _____ | _____ | _____ |
| LO Name | Phone | NMLS # | Email |
| _____ | _____ | _____ | _____ |
| LO Name | Phone | NMLS # | Email |
| _____ | _____ | _____ | _____ |
| LO Name | Phone | NMLS # | Email |
| _____ | _____ | _____ | _____ |
| Processor Name | Phone | NMLS # | Email |
| _____ | _____ | _____ | _____ |
| Processor Name | Phone | NMLS # | Email |
| _____ | _____ | _____ | _____ |

BROKER AGREEMENT

THIS BROKER AGREEMENT (the "Agreement") is entered into between _____ ("Broker") and Top Flite Financial, Inc. ("Lender") to be effective this _____ of _____, 201____.

WHEREAS, Broker is a _____ organized as a _____ under the laws of the State of _____; and

WHEREAS, Broker develops prospects for mortgage loans; and

WHEREAS, Broker wishes to send to Lender some of its prospects so that Lender can evaluate whether to extend credit to such prospects; and

WHEREAS, Lender will consider extending credit to prospects sent by Broker as provided for in this Agreement.

NOW THEREFORE, IT IS HEREBY AGREED between Broker and Lender, in consideration of the aforementioned premises and the following mutual obligations and covenants as provided hereinafter.

1. **Brokers Services.** Broker will be responsible for specific services performed for prospective borrower and Lender in connection with the origination of an eligible mortgage loan. With respect to each and every loan application offered by Broker to Lender hereunder, Broker represents, warrants, and covenants that it has performed, or will perform prior to the closing of the loan the following: (i) (a) taking the application and (ii) at least seven (7) additional activities, one of which must be either (e), (f), (g), (j), (k), or (l).

- a. Taking information from the prospect and filling out the application (or, as an alternative, fill out a comparable borrower's worksheet);
- b. Analyzing the prospect's income and debt and pre-qualifying the prospective borrower to determine the maximum mortgage that the prospective borrower can afford;
- c. Educating the prospective borrower in the home buying and financing process, advising the borrower about the different types of loan products available, and demonstrating how closing costs and monthly payments could vary under each product;
- d. Collecting financial information (tax returns, bank statements) and other related documents that are part of the application process;
- e. Initiating/ordering VOEs (verifications of employment) and VOD's (verifications of deposit);
- f. Initiating/ordering requests for mortgage and other loan verifications;
- g. Initiating/ordering inspections or engineering reports;
- h. Assisting the borrower in understanding and clearing credit problems;
- i. Maintaining regular contact with the borrower, realtors, lender, between application and closing to appraise them of the status of the application and gather any additional information as needed;
- j. Ordering legal documents;
- k. Determine whether the property is located in a flood zone or ordering such service; and
- l. Participating in the loan closing.

2. **Lender's Services.**

- a. Providing TRID disclosures (Loan Estimate, Closing Disclosure, others) to the borrower;
 - b. Initiating/ordering appraisals;
 - c. Performing all other mortgage origination services not performed by Broker, and all other loan application processing services;
 - d. Approving or declining any loan application submitted or modifying the amount or terms requested;
 - e. Reviewing said package with reasonable promptness and advising Broker of its approval, disapproval or such additional information it needs to make a decision;
 - f. If approved, arranging for the closing and funding of the loan and the recording of loan documents.
 - g. If declined, providing an appropriate Notice of Action Taken (AKA Adverse Action Notice).
3. **Compensation.** For services rendered by Broker to prospect and Lender in accordance with Section 1.0, Lender shall pay to Broker a fee of 100 basis points (1%) with a maximum (cap) of \$4241.00 on each loan for which Broker provides services which subsequently closes. Lender will not charge a fee that duplicates the Broker's fee. Broker must comply with all applicable laws and regulations with respect to any fees charged and collected by Broker, and Broker shall not charge or collect any fee that is not reflected on the loan closing settlement sheet. The parties agree that all compensation paid pursuant to this Agreement is and shall continue to be in relation to the reasonable value of the services actually performed in the relevant marketplace. In the event that Broker owes any amount to Lender hereunder or under any other agreement, understanding or arrangement between Broker and Lender, then Lender shall have the right, without notice, to deduct any and all of such amounts from amounts that otherwise would be payable hereunder by Lender to Broker.
4. **Term.** This Agreement shall have an indefinite term, which may be terminated by either party, which termination shall be effective upon thirty (30) days written notice from either party. Upon the fax or delivery of any such termination notice, it is agreed that no new loans or transactions shall be undertaken by the parties working together. However, it is further agreed that all loans or transactions in progress shall be completed, even if the time to do so extends beyond thirty (30) days, unless other arrangements are made to complete the work, to the mutual satisfaction of both parties. In the event Broker is in breach of its obligations under this Agreement, Lender may choose not to accept loans which it has not already funded.
5. **Brokers Representations and Warranties.** Broker is properly qualified to do business and licensed in all jurisdictions where such qualification and licensing are required, and Broker has complied, and at all times relevant to this Agreement shall comply, with all applicable federal, state and local laws and regulations, including, without limitation, ECOA, RESPA, and other fair-lending laws and regulations. Each loan application package must be originated in accordance with, and satisfy the requirements of (i) all applicable federal, state and local laws, regulations and rules, (ii) any and all underwriting standards, loan product descriptions, policies, procedures, guidelines, memoranda and other requirements issued by Lender from time to time, and (iii) this Agreement. Pursuant to applicable federal and state law, Broker shall fully disclose all Broker compensation received for services rendered to prospect and Lender. Where required by applicable federal or state law, Broker shall provide Lender with a copy of a written agreement signed by prospect setting forth the terms of the relationship including all services rendered in connection with the loan transaction and all compensation received by the Broker as more fully described in Section 3. All forms used and all actions taken by Broker shall comply with applicable federal, state and local laws and regulations. Broker shall not make any representations to any person as to Lender's actions or intentions without Lender's express written consent. All documents submitted by Broker shall be accurate and complete, and all signatures shall be genuine. No fraud has been or shall be committed, nor has any misrepresentation been or shall be made, by any person or entity including, without limitation, Broker and

prospect, in connection with the application, execution or submission of any loan application package. All of Brokers representations, warranties, and covenants shall be true and correct and deemed made on the date hereof and on each day on which Broker sends a prospect to Lender or submits a loan application package through and including the day on which the related loan closes.

6. **Additional Requirements.**

- a. Concurrent with the delivery of a loan application package to Lender hereunder, Broker shall be deemed to have assigned, and hereby does assign, all of its rights, title and interest in and to such loan application package to Lender.
- b. The decision to reject a loan application package or to approve a loan in connection with a loan application package shall be made by Lender in its sole discretion. Broker has no authority to, and shall not, make any commitment or agreement on behalf of Lender with any prospect or other third party, or make any representation to any prospect or other third party on behalf of Lender, other than as may be expressly authorized in writing by Lender. Without limiting the foregoing, Broker shall not (i) represent to a prospect that Lender will approve a loan application or make any particular determination with respect to a loan application, (ii) represent to a prospect that Lender has made a particular determination with regard to the loan application when Lender has not done so, or make a representation to a prospect that is inconsistent with Lender's determination regarding the loan application, or (iii) represent to a prospect that an interest rate has been locked-in with Lender unless Lender has issued a written lock-in confirmation, or make any representation to a prospect that is inconsistent with any lock-in confirmation issued by Lender.
- c. With respect to any loan made by Lender in connection with a loan application package delivered by Broker to Lender hereunder, Broker shall not solicit the related borrower(s) for the refinancing of such loan for the period of twelve months from the date of closing.
- d. On each anniversary of the execution date hereof, upon request, Broker shall make available to Lender copies of all mortgage origination-related licenses, exemptions, registrations and/or permits, financial statements, E & O Insurance and/or Fidelity Bonds. Broker shall permit Lender and its authorized representatives to examine all books and records after first receiving reasonable notice from Lender, observe Broker's facilities and business bureau and other reports and conducting reference checks, and to share information with others about its experiences with Broker.
- e. At the time of execution of this Agreement, Broker shall deliver to Lender a resolution indicating that the individual(s) executing this Agreement are fully authorized by its managing body to execute and deliver this Agreement on behalf of Broker and designating the individuals who are authorized to bind Broker for all loan application packages submitted by Broker hereunder.

7. **Miscellaneous.** Broker is an independent contractor and not an employee of Lender. If Lender determines that Broker's application package is incomplete, or if Lender turns down an application package, Lender may, as its option, provide to Broker the information necessary for Broker to provide a third-party ECOA adverse action notice to the former prospect. Broker shall send such notice in compliance with all applicable laws and regulations. Lender shall have the right to take reasonable steps to ensure Broker's compliance with this provision. This Agreement shall be non-exclusive, and Lender may accept prospects from other sources, and Broker may send prospects to other lenders. No compensation shall be payable to the Broker except where Broker submits a prospect to Lender for a specific loan and prospect closes such loan with Lender. Further, no compensation shall be payable to Broker in connection with any subsequent refinance of the initial loan. Broker shall indemnify, defend and hold Lender harmless from and against any losses, liabilities and claim, including attorneys' fees incurred by or assessed against Lender by reason of Broker's breach or alleged breach of any provision of this Agreement. Broker shall have the right to engage legal counsel to represent the interests of Lender if any third party claim falling within the scope of this indemnity is asserted. Broker's indemnity obligations shall be fully applicable

regardless of whether Lender has underwritten or approved the related loan and regardless of the contents of the loan application package. This indemnity shall survive the term of this Agreement. Lender shall indemnify, defend and hold Broker harmless from and against any losses, liabilities and claim, including attorney's fee incurred by or assessed against Broker by reason of Lender's breach or alleged breach of any provision of the Agreement. Lender shall have the right to engage legal counsel to represent the interests of Broker if any third party claim falling within the scope of this indemnity is asserted. This indemnity shall survive the term of this Agreement. The parties agree that this Agreement shall be governed by the laws of the State of Michigan. This Agreement is the entire agreement between the parties and may be modified only in writing signed by the parties.

8. **Confidentiality.** Broker acknowledges that certain items and types of confidential and proprietary information (collectively, the "Proprietary Information"), including without limitation this Agreement, the pricing terms, the trade and service marks of Lender, the forms, disclosures and other documents provided to Broker in connection with this Agreement, and all non-public personal information of each prospect, are owned and controlled by Lender and constitute valuable assets and trade secrets of Lender. Broker shall not sell, lease, assign, license, utilize, distribute, publish or duplicate all or any part of the Proprietary Information, whether received in writing or orally, without obtaining Lender's prior written consent. Broker agrees not to disclose any part of the Proprietary Information to any person or entity except to directors, officers and employees of Broker who are required to have knowledge of such information in the course of Broker's exercise of its rights and obligations under this Agreement. Broker agrees to cooperate with Lender in enforcing the provisions of this section against any unauthorized use or disclosure of the Proprietary Information by present or former directors, officers or employees of Broker or by others. Upon termination of this Agreement for any reason, Broker agrees promptly to return to Lender all of the Proprietary Information provided to Broker, to refrain from disclosing any of the Proprietary Information to any persons, and to take all necessary steps to discontinue immediately its use of the Proprietary Information. Broker agrees to comply with the privacy and safeguarding requirements of the federal Gramm-Leach-Bliley Act (15 USC § 6801 *et seq.*) and the applicable regulations and guidelines thereunder with regard to information that is subject to such act, regulations and guidelines. The obligations of Broker under this section shall survive the termination of this Agreement.

9. **Notices.** All notices required or given with regard to the provisions of this Agreement shall be in writing and faxed or delivered to the parties hereto at the following addresses by hand delivery, overnight courier or certified mail, return receipt requested.

Name:
Title:
Bank:
Address:
Phone:
Fax:

Timothy G. Baise, CMC
President
Top Flite Financial, Inc.
123 E. Grand River Ave.
Williamston, MI 48895
Fax: (517) 772-5907

10. **Binding Effect.** The provisions of this Agreement shall be binding upon and inure to the benefit of Broker and Lender and their respective successors and assigns.

11. **Complete Agreement.** This instrument represents the complete agreement of the parties hereto as to the matters addressed herein. Neither party has been influenced to enter into this Agreement in reliance upon

any statements or representations, oral or written, by either party, or by any other person or entity not otherwise expressly set forth herein.

12. **Severability.** If any term of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, this Agreement shall be construed and be enforceable in such jurisdiction as if such invalid, illegal or unenforceable term had not been included herein, and the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

Broker: _____

By: _____

Date: _____

Print: _____

Its: _____

Top Flite Financial, Inc.

By: _____

Date: _____

Print: Timothy G. Baise, CMC

Its: President

Compensation Declaration Form (Lender Paid)

This addendum is incorporated into and constitutes a part of the mortgage origination services agreement between Broker and Top Flite Financial "Lender".

I hereby request the following compensation:

100 Basis Points, (1 %) of the Total Loan Amount

- I understand that all loans submitted with Lender Paid compensation will be administered in accordance with Regulation Z §1026.25 and §1026.36.
- I understand that this compensation selection applies to all loans submitted to Top Flite Financial with Lender Paid compensation.
- I understand that payment of compensation must be properly disclosed according to all legal and regulatory requirements.
- I understand that I cannot collect compensation by any other means or from any other party in transactions with Lender Paid compensation.
- I certify that all Loan Originator Compensation Agreements and payments to loan originators in my employment comply with all applicable laws and regulations including but not limited to Regulation Z.
- I understand that my declared compensation will apply to all my branch offices.

Broker hereby represents, warrants and covenants that, with regard to each loan and loan file that Broker submits to Lender: (i) Broker, and Broker's officers, employees and agents (together, "Representatives") at all times have complied, and will continue to comply, with all relevant laws (ii) Broker and its Representatives have not, and will not, steer any borrower into consummating a transaction that is not in the borrower's best interest, or that results in the Broker or any other person receiving greater compensation other than expressly permitted under 12 C.F.R. §1026.36, (iii) Broker has presented, and will present, to each borrower a written loan options disclosure fully satisfying the "Safe Harbor" requirements provided for in 12 C.F.R. §§ 1026.36(e)(2) and 1026.36(e)(3).

Broker hereby acknowledges and represents that Broker has read the foregoing, understands it, is signing this document voluntarily, and understands that, in continuing to do business with Lender, and for each loan file the Broker submits, Lender is relying on the representations, warranties and covenants provided for herein. No oral representations, statements or inducements apart from the foregoing written agreement have been made. The signatory below has been duly authorized to execute this Addendum for Broker as per the appropriate resolution, licensing or current Mortgage Origination Services Agreement on file with Lender.

Company Name

NMLS ID

Company Address (Street, City, State, Zip)

Principal Signature

Date

Print Name/Title

Phone

LOAN FRAUD ZERO TOLERANCE

All approved Brokers must be aware that the principal owner of a company bears the responsibility for all actions of its employees. The Broker is responsible for the content and quality of each application taken and each loan submitted to Top Flite Financial.

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

Types of Loan Fraud

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

Impact of Loan Fraud

The effects of "Loan Fraud" are costly to all parties involved. Top Flite Financial stands behind the quality of its loan production. Fraudulent loans cannot be sold into the secondary market and, if sold, will require repurchase by Top Flite Financial. Fraudulent loans damage our reputation with our investors and mortgage insurance providers.

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

Consequences to Broker

1. Criminal prosecution.
2. Loss of licensing.
3. Loss of lender access due to exchange of information between lenders, mortgage insurance companies including submission of information to investors (Freddie Mac/Fannie Mae), police agencies, and the State Licensing Agencies.
4. Civil action by Top Flite Financial.
5. Civil action by applicant/borrower or other parties to the transaction.
6. Loss of approval status with Top Flite Financial.

I have read and understand Top Flite Financials position on "Loan Fraud".

SIGNATURE OF PRINCIPAL OFFICER

SIGNATURE OF PRINCIPAL OFFICER

General Due Diligence Questions

1. Is the company, and/or any principals, corporate officers, partners, directors, managers, supervisors, loan processors, loan underwriters, or loan originators currently suspended, debarred, under limited denial of participation (LDP), or otherwise restricted under Part 25 of Title 24 of the Code of Federal Regulations, 2 Code of Federal Regulations, Part 180 as implemented by part 2424, or any successor regulations to such part, or under similar provisions of any other Federal agency?

Yes (*please provide a detailed explanation*) No

2. Is the company, and/or any principals, corporate officers, partners, directors, managers, supervisors, loan processors, loan underwriters, or loan originators subject to any unresolved findings contained in a Department of Housing and Urban Development or other government audit, investigation, or review

Yes (*please provide a detailed explanation*) No

3. Is the company, and/or any principals, corporate officers, partners, directors, managers, supervisors, loan processors, loan underwriters, or loan originators in violation of provisions of the S.A.F.E. Mortgage Licensing Act of 2008 (12 U.S.C. 5101 et seq.) or any applicable provision of State law?

Yes (*please provide a detailed explanation*) No

4. Has your company, and/or principals or corporate officers ever been sued, reprimanded, censured or had a license revoked or suspended by FHLMC, FNMA, HUD, or VA or any other government agency, or private mortgage insurer?

Yes (*please provide a detailed explanation*) No

5. Has your company, and/or principals or corporate officer, or employees, ever been named as defendant in a felony criminal proceeding/complaint/conviction, or who has pled guilty or nolo contendere, for alleged fraud or misrepresentation with any real estate related activity?

Yes (*please provide a detailed explanation*) No

6. Is the company, and/or principals or corporate officers involved in any legal action that could affect the company's capacity to perform under the broker agreement?

Yes (*please provide a detailed explanation*) No

7. Have any formal complaints, lawsuits, or judgments been filed against the company, and/or principals or corporate officers with any state regulatory agency within the past 7 years?

Yes (*please provide a detailed explanation*) No

8. Has your company, and/or principals or corporate officers filed for protection from creditors under any provision of the bankruptcy laws within the past 7 years?

Yes (*please provide a detailed explanation*) No

9. Has your company, and/or principals or corporate officers ever been suspended or terminated from selling or servicing mortgages by an investor or another lender?

Yes (*please provide a detailed explanation*) No

10. Has your company made any indemnification to another lender due to loss or potential loss incurred?

Yes (*please provide a detailed explanation*) No

11. Has your company been required to repurchase any mortgage loans from an investor within the last three years?

Yes (*please provide a detailed explanation*) No

12. Will a non-affiliate contract processing company be processing your loans?

Yes (*please provide a detailed explanation*) No

13. Is your company an affiliate of a builder, developer, real estate sales firm, appraisal firm, contract processing company, a firm providing title insurance or closing services, any firm involved in the mortgage insurance industries?

Yes (*please provide a detailed explanation*) No

Signature Certification

All the information contained in this application and supporting information is true and complete to the best of my knowledge. Top Flite Financial, Inc. is authorized to check any sources named herein, perform a background investigation and obtain credit and other information concerning the Broker named herein, its principals, affiliates and employees. Federal Law requires financial institutions to verify the identity of each person with whom they conduct business. Top Flite Financial, Inc. will verify your identity using the information provided on this application and other application documents. In some instances, we may request additional information.

Principal Officer or Owner Signature Date _____

Printed Name with Title _____

AUTHORIZATION / RELEASE FOR BROKER BUSINESS

_____ (the "Broker") acknowledges that it is in the best interest of both Broker and Top Flite Financial, Inc. ("TFFINC") for TFFINC to perform due diligence concerning Broker's background and experience. Broker further acknowledges that TFFINC is obligated to perform due diligence reviews of all of its Brokers, including Broker, for compliance with applicable laws pursuant to Consumer Financial Protection Bureau Bulletin 2012-3 (4/12/2012). Therefore, Broker consents and gives TFFINC permission to verify all information provided by Broker to TFFINC. Broker also agrees to provide all information requested by TFFINC regarding its policies, procedures, operations, insurances, vendors and finances, whenever requested by TFFINC.

Broker understands that TFFINC performs quality control reviews of the loan applications that Broker submits to TFFINC for registration, review, processing, underwriting, origination, and/or purchase. Broker agrees to immediately notify TFFINC, and to provide information about, any loan application that is suspected to contain misrepresentations and/or irregularities. Broker agrees and gives its consent that it and its employees may be named as the originating entity or loan officers in any inquiry about any loan suspected of misrepresentation, irregularities, or fraud, whether or not Broker or its employees is implicated in the alleged misrepresentations, fraud, and/or irregularities. Broker hereby releases and agrees to hold harmless TFFINC from any and all liability for damages, losses, costs, and expenses that may arise from the reporting or use of any information submitted by TFFINC to any mortgage loan investor, government agency, insurer, or used in any way by TFFINC.

Broker authorizes TFFINC to obtain any and all business reports/credit information (herein after referred to as "Report") regarding Broker and its owners and control persons so that TFFINC may review and approve Broker's application to submit loan applications to TFFINC. This Authorization is a continuing authorization permitting TFFINC to obtain Reports at any time that Broker may submit a loan application to TFFINC for consideration to verify or re-verify any information provided to TFFINC by Broker or by any other source, or for any other legitimate business purpose. This authorization is intended to comply with the requirement to have a permissible purpose to obtain a consumer report as set forth in Section 604(a)(2) of the Fair Credit Reporting Act, 15 U.S.C. 1681b(a)(2).

("Broker") _____ Print Name: _____

By: _____ Title: _____

Consent to Receive Telephone, Facsimile and Email Communications

(Company) _____, whose address is:

_____, does hereby give its express consent to receive telephone calls and messages, facsimile transmissions and electronic messages such as email (hereafter referred to as "Communications") from Top Flite Financial, Inc. and its employees, parents, subsidiaries, affiliates, agents, vendors and/or assigns (hereafter referred to as the "Lender") , including but not limited to, those Communications that may constitute advertisements of various loan programs, products and/or services offered from time to time by the Lender. This authorization extends to all employees, agents, loan originators, and contractors of Company.

This consent shall remain in effect until it is revoked in writing and delivered to Lender at _____, after which the consent shall remain in effect until all pending business matters are resolved between Company and Lender.

Broker Company Name

Signature

Printed Name and Title

Date

**Loan Officer Compensation and Anti-Steering Rules
Compliance Attestation and Certification**

By entering into a Broker Agreement with Top Flite Financial, Inc., (TFFINC),
_____ (“Broker”) made certain representations, warranties and covenants to Top Flite Financial, Inc. regarding the Broker’s compliance with various laws in its origination of mortgage loans submitted to Top Flite Financial, Inc., including, but not limited to, various state and local laws as well as the Equal Credit Opportunity Act and Regulation B, RESPA and Regulation X, the Truth In Lending Act, Regulation Z and Home Ownership Equity Protection Act.

Broker further certifies to the following:

- Broker has adopted policies and procedures to comply with the LO Comp Rule
- Broker has established compensation agreements with its loan originators (as defined by the LO Comp Rule and Official Staff Commentary) and attests that no loan originator will be compensated based on any term or condition (as defined by the LO Comp Rule and Official Staff Commentary) of the mortgage loan
- Broker will be compensated by one party, either Top Flite Financial, Inc. or the consumer, but not both parties on a mortgage loan
- Broker has the proper controls in place to ensure that no consumer will be steered to a product or program on the basis of increased compensation to the loan originator
- Broker will use an Anti-Steering/ Safe Harbor disclosure for all required mortgage loans to demonstrate compliance with the anti-steering provisions of the LO Comp rule

Broker

Company NMLS ID #

Signature of Broker of Record or Authorized Signer

Date

Print Name

Title

Request for Taxpayer Identification Number and Certification

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

| | | |
|-------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type See Specific Instructions on page 2. | 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; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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.) | 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 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 instructions for line 1 and 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. 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 on page 3.

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

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

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?* on page 2 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 persons 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 Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity, 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 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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 Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

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* on page 3 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of 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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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.

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. However, the IRS prefers that you use your SSN.

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local 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. You can get Forms W-7 and SS-4 from the IRS by visiting 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, 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 items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on 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), 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) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. 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: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see 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* on page 2.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. 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 contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. 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.