WHOLESALE BROKER AGREEMENT CHECKLIST

Account Executive: _____

	REQUIRED ATTACHMENTS
☐	**Mortgage Broker Application**
☐	**Mortgage Broker Agreement**
☐	**Corporate Resolution:** If Corporation or Limited Liability Company; or
☐	**Principal Partner Resolution:** Sole Proprietorship/Partnership
☐	**Loan Fraud Zero Tolerance Addendum**
☐	**Qualified Mortgage Affiliate Questionnaire**
☐	**Broker Compensation Addendum**
☐	**Suspicious Activity Attestation Form**
☐	**Lender Reference List**
☐	**Company Contact List**
☐	**Quality Control Plan**
☐	**VA Sponsorship Request Form and Payment**
☐	**Business Purpose Mortgage Broker Agreement Addendum**
☐	**Approved Credit Providers**
☐	**W-9**
☐	**Resumes:** Provide a resume for each principal, broker owner and key staff member
☐	**Financials:** Include the most recent **balance sheet** and **income statement**, dated within the last 90 days. Unaudited financials must be signed by an officer of the company.

	ORGANIZATIONAL DOCUMENTS
☐	**Corp:** Articles of Incorporation and By-laws
☐	**LLC:** Articles of Organization and Operating Agreement
☐	**LP:** Certificate of Limited Partnership and Limited Partnership Agreement
☐	**GP:** Formation of Partnership and Partnership Agreement
☐	**DBA Filings:** All DBA filings for subsidiaries and Amendments to Organizational documents, if applicable.

All Signatures Must be Wet or Contain an Electronic Signature Certification

EQUAL HOUSING OPPORTUNITY

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MORTGAGE BROKERAGE APPLICATION

COMPANY INFORMATION

Business Name: _____

DBA: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____ E-Mail: _____

Type of Business: ☐ Mortgage Broker ☐ Mortgage Banker ☐ Bank/S&L ☐ Credit Union

Format of Business: ☐ Sole Proprietorship ☐ Partnership ☐ C Corp ☐ S Corp ☐ LLC
Other

FILING INFORMATION

Date Company Formed/Incorporated: _____ State: _____ County: _____ Company TIN: _____

Name Which License Issued To: _____

License No.: _____ Date Issued: _____ Exp. Date: _____

Company NMLS ID: _____

Home Address of Broker (*no PO Boxes*): _____

Phone: _____ Fax: _____ E-Mail: _____

List All Licenses and Approvals: (Please include a copy of license or approval for each.)

FHA/HUD: _____ Date Approved: _____

Fannie Mae: _____ Date Approved: _____

Freddie Mac: _____ Date Approved: _____

Veterans Affairs No: _____ Date Approved: _____

LENDER REFERENCES (Please Provide Two (2) Lender References)

Lender	AE Name	Contact Info (Email / Phone #)
Credit Report Providers – Please list all credit report providers used		

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BRANCH LOCATIONS

What states are you currently licensed to do business in?

(Please List ALL branches in every state you are currently licensed in. If more space is required, please use additional sheets and include a copy of current license for each state listed above.)

Branch Name: _____ Phone #: _____

Contact Person: _____ Title: _____

Address: _____ Fax #: _____

Branch Name: _____ Phone #: _____

Contact Person: _____ Title: _____

Address: _____ Fax #: _____

Branch Name: _____ Phone #: _____

Contact Person: _____ Title: _____

Address: _____ Fax #: _____

BROKER INFORMATION

Broker of Record: _____ SSN#: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____ E-Mail: _____

Are you currently acting as Broker of Record for any company other than the one associated with this application?

Yes ☐ No ☐

If yes, please list the name and address of each company. (If more space is needed, please use additional sheets.)

Name: _____

Address: _____

Name: _____

Address: _____

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PRINCIPALS *Must List All, List on Separate Sheet if More Room Needed*

Name: _____ Title: _____

% of Company Owned: _____ SSN#: _____ DOB: _____

Residence Address: _____

Phone: _____ Fax: _____ Email: _____

Name: _____ Title: _____

% of Company Owned: _____ SSN#: _____ DOB: _____

Residence Address: _____

Phone: _____ Fax: _____ Email: _____

Name: _____ Title: _____

% of Company Owned: _____ SSN#: _____ DOB: _____

Residence Address: _____

Phone: _____ Fax: _____ Email: _____

PRODUCTION FOR MOST RECENT 12 MONTHS

FHA Units: _____ Volume: _____

VA Units: _____ Volume: _____

USDA Units: _____ Volume: _____

Conventional Units: _____ Volume: _____

Jumbo Units: _____ Volume: _____

CONTACT INFORMATION

Processing Mgr.: _____ E-Mail: _____ Phone: _____

Office Manager: _____ E-Mail: _____ Phone: _____

Processor: _____ E-Mail: _____ Phone: _____

Processor: _____ E-Mail: _____ Phone: _____

Processor: _____ E-Mail: _____ Phone: _____

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COMPANY HISTORY

For questions 1-7 below, if you answer yes to any, provide on a separate addendum an explanation, including the dates of any adverse actions, all parties' names, resolution of the matter, case or file numbers, and jurisdiction and administrative body where the action took place.

	Yes	No	
1.	☐	☐	Has your company ever been suspended from selling or submitting loans to a lender?
2.	☐	☐	Has your company, and/or principals or corporate officers, ever been named as defendant in a lawsuit for alleged fraud or misrepresentation in connection with any real estate related activity?
3.	☐	☐	Has your company ever been involved or is currently involved in any litigation?
4.	☐	☐	Has your company, and/or principals or corporate officers, been named as defendant in a criminal proceedings or a complaint/conviction for alleged fraud or misrepresentation in connection with any real estate related activity?
5.	☐	☐	Has your company, and/or principals or corporate officers, filed for protection from creditors under any provision of the bankruptcy laws within the past seven years?
6.	☐	☐	Has your company, and/or principals or corporate officers, ever had a real estate or other professional license suspended, revoked or received any other disciplinary action from a regulatory agency?
7.	☐	☐	Has any lender enforced, or attempted to enforce, the hold harmless or repurchase clause of their correspondent or broker agreement with your company and/or any principals or corporate officers?

For the purpose of inducing lenders to provide financing for customers of the undersigned, I/we certify the above information to be true and correct. The undersigned declares that the foregoing information and all accompanying information are true to the best of his/her knowledge and belief. Orion Lending is hereby authorized to obtain verification of information from any source (including character and credit references) and obtain a personal credit report for each principal in connection with this Third Party Originator (TPO) application. The undersigned herein transfers all information to Orion Lending. Orion Lending is further authorized to update my/our credit report four times per year and maintain a history for review by lenders accepting the Orion Lending TPO Certification Program.

Signature of Broker of Record: _____

Print Name: _____ Title: _____ Date: _____

Signature of Principal/Corp Officer: _____

Print Name: _____ Title: _____ Date: _____

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MORTGAGE BROKERAGE AGREEMENT

This Agreement is made as of the latest date shown below by the undersigned BROKER, (hereinafter referred to as "Broker") and AMERICAN FINANCIAL NETWORK, INC., DBA ORION LENDING (hereinafter referred to as "ORION LENDING"), a California corporation.

RECITALS
Whereas, Broker is in the business of originating, processing and submitting for approval to mortgage banking firms and financial institutions on behalf of individual borrowers, applications for loans to be secured by real property; and, being duly authorized and licensed by all applicable regulatory agencies to do so, does hereby submit to enter such a relationship with ORION LENDING.

ORION LENDING, being a fully licensed mortgage banking firm, and as such, is in the business of making such loans, in consideration of such a relationship wherein ORION LENDING may consider the acceptance of such loan applications, ORION LENDING requires the Broker to fully execute the following as a stipulation of agreement to enter such relationship.

NOW, THEREFORE, in consideration of the foregoing premises, and on the terms and conditions hereinafter set forth, is the agreement of the parties hereto.

I. GENERAL TERMS, to which the parties hereto do hereby agree:

A. Nothing contained in this Agreement or in connections with Broker's submission of any loan application package to ORION LENDING shall create or be deemed to create a partnership, joint venture, agency or employment relationship between Broker and ORION LENDING. Broker shall be exclusively responsible for all of its own costs and expenses in connection with Broker's business and loan processing. Broker represents and warrants that Broker is not in any way affiliated or connected with ORION LENDING, including any representation that Broker's office is an office or branch of ORION LENDING.

B. Periodic examinations, at reasonable times and upon reasonable notice to Broker, may be performed by ORION LENDING and/or their agents and representatives to audit Broker's organization, procedures and practices and to examine such records and policies relating to mortgage loan packages as may be necessary to satisfy ORION LENDING that Broker has the ability to perform the duties respective to originating and processing such loan packages, and Broker herein acknowledges the authority hereunder of ORION LENDING to perform such review audits.

C. The contents of all loan packages submitted to ORION LENDING shall immediately become the property of ORION LENDING, and all information therein may be subject to ORION LENDING independent verification. Failure or delay by ORION LENDING to audit any Loan or to exercise any right, or to enforce any of its rules or regulations shall not act as a waiver of any other right, nor shall any single or partial exercise of any right preclude any other or further exercise thereof. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and shall not prevent ORION LENDING from exercising any right or remedies, or enforcing any rule or regulation in the future. All remedies shall be cumulative and nonexclusive.

D. Nothing contained in this Agreement shall obligate ORION LENDING to approve or fund the loan requested by any loan application submitted by Broker. The loan shall be deemed approved only upon the delivery of ORION LENDING's express written approval, and shall be funded only after such time as Broker has delivered to ORION LENDING any and all conditions placed on such approval, provided such condition(s) are to the satisfaction of ORION LENDING, and the funding of any loan submitted and approved hereunder, in the case of an Approved Broker, shall be in the name of ORION LENDING, and in the case of an Approved HUD Correspondent, shall be in the Correspondent's name.

E. This agreement shall commence as of the latest date entered below and shall continue for a period of; one year, or, the valid term remaining of any required license or any other certification of authorization to transact business as hereunder intended, as may be required by applicable Federal, State or Local law and/or statute of the governing agency and/or authority, at which time continued submission of any loan application will be conditional upon evidence of Broker's continued ability to perform under those licenses and authorizations, as well as the terms of this agreement.

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F. Broker agrees that this Agreement supersedes all previous agreements entered into between the parties hereto and the terms and condition hereof shall apply to and govern all loan brokerage transactions heretofore and hereafter conducted between Broker and ORION LENDING.

G. The entering into this agreement does not prevent ORION LENDING from subsequently revoking it's agreement to participate hereunder nor shall it restrict ORION LENDING from otherwise pursuing any of its rights and remedies as set forth in this agreement should ORION LENDING determine that Broker did not or does not satisfy ORION LENDING's Eligibility Standards or those of any applicable regulatory agency or authority.

H. This agreement may otherwise be terminated by either party, at any time, upon written notice to the other party; provided, however, that the obligations contained herein shall survive such termination.

I. This agreement shall be deemed to be a Contract, its terms and conditions shall be governed by and construed in accordance with the Laws of the State of California and the obligations, rights and remedies of the parties hereto shall be determined in accordance with such laws without regard for the principles of conflict of law; and individual loans shall be governed by the laws of the state in which the property is located with regard to any performance at issue relative to the property and/or the respective loan transaction.

J. If any legal action 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 or parties shall be entitled to reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled by the decree of those proceedings.

K. Where applicable by Law, either party hereto may commence neutral arbitration proceedings against the other to resolve any dispute. Such arbitration proceedings, when acceptable by law, shall be governed by the Commercial Arbitration Rules of the American Arbitration Association as they may be amended from time to time. The parties hereto do hereby agree that where acceptable by Law, such arbitration shall be the exclusive means of resolving disputes between them and that they shall be bound by the decree of such arbitration. BY SIGNING THIS DOCUMENT, YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

L. If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

M. This Agreement, and the rights and duties hereunder are personal to Broker, and accordingly, Broker shall have no right to, and shall not assign, sell or transfer any rights arising hereunder, nor delegate any of Broker's duties and obligations undertaken hereby; and ORION LENDING shall have the right to assign its rights and duties hereunder without Broker consent or approval, and Broker terms, duties, obligations, covenants, representation and warranties shall remain valid and enforceable for ORION LENDING'S successors and or assigns.

N. Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

O. Neither the Parties nor anyone, anything, or anybody shall construe this agreement for the benefit or interest of any third parties, persons, or entities. Consequently, the Parties agree no third party shall acquire any rights or interest in this agreement, including but not limited to the underwriting of the loan submission from Broker whether performed, failed to perform, or substantially or insubstantially performed by ORION LENDING.

II. BROKER RESPONSIBILITIES shall include, at Broker's expense:

A. During the term of this agreement, Broker shall be duly licensed and maintain in effect all applicable licenses, permits, approvals and/or authorizations as may be required by applicable Federal, State and local Agency requirements, regulations, codes and statutes (Laws), as stipulated by any and all governing authorities and shall at all times comply by those Laws.

B. Broker is and at all times during the term of this agreement shall remain familiar with and perform its duties according to all applicable regulations hereunder in accordance with all Federal, State and local governing Agency Laws

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applicable to each loan application including, but not limited to usury limitations, Truth-In-Lending Act, Real Estate Settlement Procedures Act, Equal Credit Opportunity Act, Consumer Credit Protection Act, Flood Disaster Protection Act, Fair Housing Act, Home Mortgage Disclosure Act, Mortgage Disclosure Improvement Act, Dodd-Frank Act, Gramm-Leach-Bliley Act, Mortgage and Anti-Predatory Lending Act, Appraisal Independence Rules, and all other provisions of the Federal and State law, all as amended from time to time. Broker shall act in accordance and remain knowledgeable of all agencies, affiliates, and regulators provisions, including but not limited to the provisions of the Consumer Financial Protection Bureau.

C. Broker agrees that as an Authorized FHA Originator (if applicable), Broker must continue to comply with all relevant Federal regulatory requirements. All FHA loan origination and processing functions must be compliant with FHA requirements.

D. Maintain at all times a minimum tangible net worth equal to a minimum of twenty-five-thousand dollars and no cents ($25,000.00) for approval unless state requirements are greater. Net worth must be determined in accordance with Generally Accepted Accounting Principles *(GAAP)*.

III. BROKER REPRESENTS and WARRANTS to ORION LENDING, as of: (i) the time any loan package is submitted to ORION LENDING, and (ii) as of the time the loan is funded and closed, that:

A. Loan application packages shall be prepared and presented in accordance with such programs, procedures and fee schedules as ORION LENDING may establish and/or make available from time to time.

B. Any Loan submitted by Broker shall contain all information and documentation as required by ORION LENDING and/or its investors and regulatory agencies (i.e., FNMA, FHLMC, GNMA, Warehouse/Collateral Banks), including but not limited to, the Loan Application itself, consumer credit disclosures, credit reports, verifications of deposit, verifications of employment, all verifications, loans, appraisals, security instruments and other applicable disclosure statements.

C. Each loan application package shall contain such information as ORION LENDING may require for determining its acceptability, including but not limited to applicant's income and credit history, current financial condition, and other information as ORION LENDING may require.

D. Information and verification of information included in loan packages submitted by Broker shall have been obtained using professionally prudent standards as developed and interpreted by the Consumer Financial Protection Bureau and those generally accepted in the lending industry and regulatory agencies, including prudent checks regarding the ability for repayment of an obligation by all borrowers, regardless of loan program, standards, conditions, lack of conditions or requirements. No Borrower shall have had in its direct or indirect possession or control any credit, income, or deposit verification document submitted to ORION LENDING with respect to any Loan.

E. The information contained in any Loan package submitted by Broker shall be true and correct in all material respect, is free of fraud and misrepresentation, and shall not fail to disclose any fact or circumstance that might reasonably be material to ORION LENDING as part of its underwriting and or closing review.

BROKER UNDERSTANDS THAT BY MAKING THIS WARRANTY CONTAINED IN THIS SUBPARAGRAPH, IT IS WARRANTING THE ACCURACY OF ALL INFORMATION CONTAINED IN ANY LOAN PACKAGE SUBMITTED BY ITS FIRM OR ITS AGENTS AND/OR REPRESENTATIVES TO ORION LENDING, WHETHER OR NOT BROKER HAS KNOWLEDGE OF, OR REASON TO SUSPECT ANY INACCURACY.

F. Broker substantially understands the liability and necessity for proper compensation plans and anti-steering processes, and agrees to indemnify and hold harmless ORION LENDING, its officers, employees, successors and/or assigns from any and all failures to comply with Regulation Z originator compensation and anti-steering regulations.

G. In the event it is determined or otherwise learned that any material misstatement has been made by the Broker or Broker's agent and/or representative in connection with a Loan, or either knowingly aiding a Borrower to do the same, or, any misrepresentation or fraud exists in a Loan, whether before or after ORION LENDING acts on the submission of the Loan, Broker hereby acknowledges and agrees that ORION LENDING may report such instances to appropriate state or federal regulatory authorities or law enforcement agencies.

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H. Broker agrees to indemnify and hold ORION LENDING, its successors and/or assigns, or other Agency harmless from and against any and all claims, actions, liabilities or damages arising either directly or indirectly there from, including, but not limited to, attorney's fees, judgments or other expenses incurred as a result of providing this information to others.

I. In the event a borrower evidences a first payment or early payment default (i.e. – never makes the first payment, misses any payment within the first (6) six months or subsequent payments at all) that is not due to death, serious injury or medical situations or a natural disaster beyond their control. The broker shall be responsible for return to ORION LENDING of any lender paid or borrower-paid compensation in the form of rebates or service release premiums, and or up to the amount of any commissions paid to them by ORION LENDING in addition to any and all ORION LENDING damages. Repayment shall be due within ten days of written notice by ORION LENDING, after attempts by ORION LENDING/Broker to achieve payments have failed.

J. Broker understands that ORION LENDING has obligations to secondary market investors for loans that pay off within One Hundred Eighty (180) Days of the first payment. On loans with or without prepayment penalties, the broker agrees not to solicit borrowers for refinances such that ORION LENDING and its investors are paid off within One Hundred Eighty (180) Days of the first payment date. The broker shall be responsible for return to ORION LENDING of any lender paid or borrower-paid compensation in the form of rebates or service release premiums, and or up to the amount of any commissions paid to them by ORION LENDING in addition to any and all ORION LENDING damages for any loan paid off within the first One Hundred Eighty (180) Days of the first payment date. Repayment shall be due within ten days of written notice by ORION LENDING, after attempts by ORION LENDING/Broker to achieve payments have failed.

IV. BROKER COVENANTS that Broker shall indemnify, save, and hold ORION LENDING and its directors, officers, agents, employees, successors, and assigns harmless from and against, and shall reimburse the same with respect to any and all loss, damage, claim, liability, cost and expense, including attorney's fees, from any cause whatsoever, incurred by reason of or arising out of or in any way connected with, (a) any breach of any representation or warranty, term, or condition contained in this Agreement, amendments incorporated by reference, or undertaking of Broker; (b) Broker's failure to perform any obligation hereunder, (c) any claim by a Borrower resulting from ORION LENDING failure or refusal to fund a Loan, and (d) Broker's negligence or willful acts in connection with any Loan package submitted by Broker. Upon execution, the indemnification provision shall survive any termination or cancellation of this Agreement.

Broker's obligation to fully indemnify ORION LENDING under this Agreement shall not be affected by ORION LENDING taking any of the following actions with or without notice to Broker: (a) liquidation, repayment, retirement, or sale or resale of any Loan; (b) foreclosure of any loan; (c) bankruptcy proceedings for a borrower; or (c) sale or resale of the property securing any Loan. ORION LENDING rights and remedies with respect to any breach of the representations, warranties, and covenants of Broker contained in this Agreement will survive delivery and funding of any Loan submitted by Broker and the termination or expiration of this Agreement.

V. FEES and COMMISSIONS or other consideration payable to Broker with respect to any Loan shall be paid only after ORION LENDING deducts from Loan proceeds all of its fees and charges. No fee shall be owed to Broker on account of any proposed Loan, which is not funded and closed.

A. ORION LENDING is not responsible for errors in loan fees or expenses unless an itemized accounting of such fees is submitted to ORION LENDING by Broker no later than 24 hours prior to loan documents being drawn and said fees are confirmed by ORION LENDING.

B. From time to time ORION LENDING may require an Up-Front Lock Fee and shall reserve the right to collect said fee directly from Broker. Should ORION LENDING exercise the right to charge an Up-Front Lock Fee, said fee shall be due and payable at time of assessment. Broker represents that, where restricted by law or agency, said fee shall not be charged to, collected or otherwise accepted by the Broker as compensation for the Up-Front Lock Fee from the Borrower.

C. Broker represents that compensation requested from and paid to Broker by ORION LENDING relative to any mortgage loan funded by ORION LENDING as a result of Broker's submission, shall not exceed fair market value of services rendered and that said services have in fact been rendered and that such fees and compensation have been duly disclosed to the appropriate parties, and further warrants that Broker will accept no additional compensation from

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applicant, except as may be prescribed by applicable Law. Broker agrees to submit a Loan Originator Compensation Certification on every file, to save such agreement and compensation plan for the applicable legal time period and only accept payment according to the Compensation Addendum in force at the time of the loan closing.

D. Final settlement of all amounts due Broker as a result of a Loan closing shall be made after any and all outstanding conditions to the loan closing have been satisfactorily delivered to ORION LENDING, and confirmation of recording of applicable security instruments has been obtained by ORION LENDING. Broker agrees it is the responsibility of the broker to submit all loan closing conditions prior to closing of the loan.

E. Broker warrants that all loans shall comply with the Federal Reserve Board Regulation Z of the Truth in Lending Act found at 12 CFR 226.36, including payments to loan originators. Broker warrants that all loans shall comply with the anti-steering provision and satisfy the "Safe Harbor" Test of the Rule. Broker warrants that all loans shall contain the required "Loan Originators Compensation Certification," which attests to compliance with the federal rule and proper compensation. On Borrower-Paid loans, Broker warrants that no party other than the borrower will compensate Broker. On Lender-Paid loans, Broker warrants that no party other than ORION LENDING will compensate Broker, including the borrower, seller on a purchase, or any other party. Broker affirms its newly enacted duty to ORION LENDING to retain all compensation agreements as necessary to defend any and all foreclosure actions under the new rule based on the length of the term of the loan funded notwithstanding the Federal Rule requiring record retention for a minimum of two (2) years. Broker affirms its duty to provide satisfactory evidence of compliance with all rules and regulations as requested or needed by ORION LENDING within a reasonable timeframe. ORION LENDING defines a reasonable timeframe as within ten (10) business days.

VI. THIS AGREEMENT is the entire agreement between Broker and ORION LENDING with respect to the matters set forth herein and supersedes all other agreements. No additions or modifications to this Agreement shall be valid unless set forth in writing and signed by the parties to this Agreement.

A. All notices hereunder shall be in writing and shall be deemed to have been given, made, and received only upon delivery, postage prepaid, certified or registered, return receipt requested, at the respective addresses appearing below, or at such address as may be reported in accordance with this subparagraph one party to the other.

Broker Signature: _____ Date: _____

Printed Name: _____

Title: _____

Orion Authorized Signer: _____ Date: _____

Printed Name: _____

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CORPORATION RESOLUTION / LIMITED LIABILITY COMPANY

WHEREAS, _____
(the "Company") has determined that it is in the best interest of the Company to participate in AMERICAN FINANCIAL NETWORK, INC., DBA ORION LENDING'S ("ORION LENDING") Wholesale Lending Program. The undersigned Secretary of the Company, a corporation/limited liability company, does hereby certify that the following is a true and correct copy of the resolutions adopted at a meeting of the Board of Directors/Board of Managers of the Company on and that said resolutions remain in full force and effect as of the date hereof.

RESOLVED, that in connection with the application and related documents submitted herewith for the Wholesale Lending Program, the proper officer(s) of the Company be, and hereby are, authorized, empowered and directed to execute for and on behalf of the Company the Agreement and any other documents or agreements entered into from time to time by and between ORION LENDING and the Company to transact the proprietary business of originating mortgage loans for funding consideration;

RESOLVED FURTHER, that the proper officer(s) of the Company be and they hereby are, authorized, empowered and directed to execute and deliver such further instruments, certificates, letters and all other documents and papers contemplated by the Agreement and generally to do such acts and take such other actions as they deem necessary or advisable in order to carry out and perform the purposes and intent of the foregoing resolutions.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company this **day of** _____ **20** _____

Corporate Seal

Secretary Name: _____

Signature: _____ Date: _____

Typed Name:	Title:	Signature:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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SOLE PROPRIETORSHIP / PARTNERSHIP

WHEREAS, _____
(the "Company") has determined that it is in the Company's best interest to participate in AMERICAN FINANCIAL NETWORK, INC., DBA ORION LENDING ("ORION LENDING") Wholesale Lending Program.

I _____ a Principal/Partner of the Company am authorized and empowered to execute for and on behalf of the Company the Agreement and any other documents or agreements entered into from time to time by and between ORION LENDING and the Company as well as to execute and deliver such further instruments, certificates, letters and all other documents and papers contemplated by the Agreement to transact the proprietary business of originating mortgage loans for funding consideration. By affixing my signature below, I hereby bind the Company and all Principals/Partners as though they had signed themselves.

Print Name Authorized Officer: _____

Title: _____

Signature of Principal/Partner: _____

Date: _____

EQUAL HOUSING OPPORTUNITY

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LOAN FRAUD ZERO TOLERANCE ADDENDUM

All Loan Officers must be aware that the company/broker/principal(s) bear the responsibility for all actions of its employees or licensees. The Loan Officer is responsible for the content, quality and accuracy of each application taken and each loan submitted to Orion Lending.

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 or 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 or occupancy affidavit.
4. Lack of due diligence by loan officer/interviewer/processor, including failure to obtain all information required by the application and failure to request further information as dictated by Borrower's response to other questions.
5. Unquestioned acceptance of information or documentation which is known, should be known, or should be suspected to be inaccurate.
    A. Simultaneous or consecutive processing of multiple owner-occupied loans from one applicant supplying different information on each application.
    B. Allowing an applicant or interested third-party to "assist" with processing the loan.
6. Loan Officer's non-disclosure of relevant information.

CONSEQUENCES

The effect of "Loan Fraud" is costly to all parties involved. ORION LENDING stands behind the quality of its loan production. Fraudulent loans cannot be sold into the secondary market and, if sold, could require repurchase by ORION LENDING. Fraudulent loans damage our reputation with our investors and mortgage insurance providers, and could cause ORION LENDING's selling privileges to be suspended and/or terminated by its investors. 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.

COMPANY CONSEQUENCES

1. Criminal prosecution.
2. Loss of state licensing to perform mortgage loans.
3. Loss of lender/investor access due to exchange of information between lenders, mortgage insurance companies including submission of information to investors, police agencies, and state regulating agencies.
4. Civil Action by applicant/borrower or other parties to the transaction.
5. Agreement to indemnify and hold harmless ORION LENDING.
6. Loss of HUD approval.
7. Loss of funding facilities.

LOAN OFFICER CONSEQUENCES

1. Criminal prosecution.
2. Civil action by ORION LENDING.
3. Civil action by other parties to a Transaction, such as borrower, seller or real estate agent/broker.
4. Agreement to indemnify and hold harmless ORION LENDING.
5. Employee termination.
6. Loss of professional license, if any.
7. Adverse effect on credit history.

I have read the foregoing and understand ORION LENDING position on "Loan Fraud."

Principal Signature: _____ Date: _____

Broker Signature: _____ Date: _____

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QUALIFIED MORTGAGE RULE – AFFILIATE RELATIONSHIP QUESTIONNAIRE

The Consumer Financial Protection Bureau ("Bureau") implemented the Qualified Mortgage Rule ("QM"). To qualify under the QM safe harbor rules, lenders cannot charge borrowers points and fees exceeding 3% of the loan amount. Certain fees charged by "affiliates" of the lender are counted under the QM rule against the 3% maximum. To comply with the Bureau's QM rule, Orion Lending must determine the amount of fees that are paid by borrowers to the affiliates of Orion Lending's Wholesale Brokers ("Broker"). Please answer the questions below regarding your affiliates to assist ORION LENDING in calculating the maximum fees under the QM rule that can be paid by consumers for each loan purchased by ORION LENDING from Broker.

1. Does Broker have any affiliate that controls, is controlled by, or are under common control with another company? A company is considered to have control over another entity if it (i) directly or indirectly or acting through one or more persons owns, controls, or has power to vote 25% or more of any class of voting securities of the entity; (ii) controls in any manner the election of a majority of the directors or trustees of the entity; or (iii) the Board of Governors of the Federal Reserve System determines, after notice and opportunity for hearing, that the company directly or indirectly exercises a controlling influence over the management or policies of the other entity.

Yes ☐ No ☐

*If you answered "No" to Question No. 1, do not answer any of the remaining questions.
*If new affiliate relations are established, ORION LENDING must be notified within 5 business days.

2. Please identify the type of business your affiliates are engaged and percentage of ownership.
[Check box if applicable]

- ☐ Title Insurance: _____
- ☐ Escrow Services: _____
- ☐ Credit Reporting Services: _____
- ☐ Appraisal Services: _____
- ☐ Inspection Services: _____
- ☐ Loan Document Preparation: _____
- ☐ Notary Services: _____
- ☐ Mortgage or Credit Insurance Services: _____
- ☐ Other: If Other, Please List Here _____

3. Do any of the affiliates identified in your answer to Question 2 receive any income or fees from mortgage loans that Broker originates?

☐ Yes ☐ No

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4. If your answer to Question 3 was "yes", please identify the name of the affiliate, the type of business it engages in, and the nature of the fees the affiliate receives on loans your company originates. We request that you notify ORION LENDING within 5 business days if you stop doing business with the affiliate [attach additional pages as necessary]:

Broker Signature: _____ Date: _____

Printed Name: _____

Title: _____

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SUSPICIOUS ACTIVITY REPORTING ATTESTATION FORM

In compliance with the Final Rule issued by the Financial Crimes Enforcement Network (FinCEN) requiring non depository residential mortgage lenders and originators (mortgage brokers) to comply with the BSA/AML Rule under 31 C.F.R 1010 and 1029 "Anti-Money laundering programs for loan for finance companies", _____, who is an approved non depository loan brokerage/originator, **ATTESTS** that the company files Suspicious Activity Reports (SARS) under the Bank Secrecy Act (BSA) and has implemented a compliant Anti-Money Laundering (AML) program as of August 13, 2012, which includes the following:

- Policies, procedures and internal controls based upon the loan or finance company's assessment of the money laundering and terrorist financing risks associated with its products and services that will reasonably prevent, detect and report potential money laundering and other suspicious activity.
- Designation of an AML compliance officer, who is responsible for ensuring that the AML program is implemented effectively, is updated as necessary and ensures appropriate persons are educated and trained in accordance with the new rule.
- Provides for on-going training of appropriate persons concerning their responsibilities under the program.
- Provides for independent testing, either internally or by a third-party, to monitor and maintain an adequate program, including testing to determine compliance of the company's agents and brokers with their obligations under the program.
- A requirement to report suspicious activity to FinCEN within 30 days of discovery.

Orion Lending may request documentation of the policies, procedures and internal controls from the broker company at any time, and by signing below, broker agrees to provide the documentation. The AML- SAR Attestation form must be signed and returned immediately to brokerdesk@orionlending.com. The undersigned certifies that, at a minimum, the undersigned mortgage loan broker has established an Anti-Money Laundering program that complies with 31 CFR Parts 1010, 1020, and 1029.

Broker Company Name: _____

Company NMLS ID#: _____

Principal/Owner Signature: _____

Print Name: _____

Title: _____

Date: _____

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BRANCH ADD FORM

Account Executive: _____

BROKER	
Company Name:	
DBA:	

CORPORATE OFFICE INFORMATION	
Corporate Address:	
City, State, Zip:	
NMLS#:	

BRANCH OFFICE INFORMATION	
Branch Manager:	
Phone #:	
Email Address:	
Branch Address:	
Branch NMLS#:	
Approved States:	

Authorized Signature: _____ **Date:** _____

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BROKER COMPENSATION AGREEMENT

Under 12 CFR Part 226, specifically the LO Compensation rules 226.36 (d), the Federal Reserve Board under the Consumer Financial Protection Bureau issued a Final Rule as part of Regulation Z of the Truth in Lending Act, regarding Loan Originator compensation. American Financial Network, Inc, DBA Orion Lending ("Orion Lending"), designed a plan to protect consumers, preserve responsible lending, and continue to allow home ownership to our valued borrowers.

Loan Originator Compensation Rule

1. A loan originator may only receive compensation from one source. The Rule allows Loan Originators to receive compensation up-front from the borrower or from the lender. For every loan transaction submitted to Orion Lending, the broker must choose the source of Broker compensation from the following options:

a) Borrower Paid Compensation

Borrower Paid Compensation is Broker compensation paid by the borrower to the Broker from the borrower's own funds or loan proceeds. Borrower Paid Compensation may include seller concessions. Borrower Paid Compensation is negotiated by the Broker directly with the borrower and may vary on each individual loan transaction. Under a Borrower Paid Compensation transaction, the Broker can lower its compensation or offer credits toward third party closing costs. Orion Lending will not be responsible nor a party to any Broker negotiations with the borrower in a Borrower Paid Compensation transaction. **BY CHOOSING TO BE PAID BY THE BORROWER, THE BROKER MAY NOT RECEIVE ANY COMPENSATION DIRECTLY OR INDIRECTLY FROM ANY OTHER PARTY OR ENTITY TO THE TRANSACTION, OR OUTSIDE OF THE TRANSACTION, INCLUDING THE LENDER.**

b) Lender Paid Compensation

Lender Paid Compensation is Broker compensation paid by the Lender (Orion Lending) to the Broker. When the Lender pays the Broker's compensation, the Broker will be paid according to the Lender Paid Compensation Plan in place as of the Effective Date, notwithstanding any subsequent changes to the Broker's compensation plan after rate lock and prior to loan closing. Broker must select a Lender Paid Compensation Plan by checking the applicable box(es) on the Broker Compensation Election Form. The Broker may select a Lender Paid Compensation Plan with a percentage beginning at one half percent (0.50%) and which is available in increments of one eighth of one percent (0.125%) plus a flat fee of $500.00.

2. Loan originators may not tie compensation to any terms or conditions of the loan. Loan Originators may not tie their compensation to the interest rate and may not increase compensation by selling a higher interest rate.

3. A loan originator may not "steer" a borrower to a loan not in the best interest of the borrower in order to increase compensation. Orion Lending will require Loan Originators to offer the following to satisfy the "Safe Harbor" Rule:

- The Lowest Interest Rate Option;
- The Lowest Dollar amount for Discount, Origination, Points and Fees;
- The Loan with the Lowest Interest Rate without any "Risky Features"

Loan Originator Information

- The Federal Secure and Fair Enforcement for Mortgage Licensing (SAFE) Act rule defines a loan originator as a broker, a broker company, loan officers, contract processors, or "any person who for compensation or other monetary gain arranges, negotiates, or otherwise obtains an extension of consumer credit for another person." Each state maintains its own definition that may or may not expand on the Federal SAFE Act. The Consumer Financial Protection Bureau (CFPB) through interpretation of the Dodd-Frank Act further defines a loan originator as an organization or individual that for compensation or other monetary gain performs loan origination activities, including, but not limited to Taking an application; Arranging a credit transaction; Assisting a consumer in applying for credit; Offering or negotiating credit terms; Making an extension of credit; Referring a consumer to a loan originator or creditor; and Advertising or communicating to the public that you can or will perform any loan origination services.

- Compensation includes salaries, commissions, and any financial or similar incentive provided to a loan originator based on any of the terms or conditions of the loan originator's transactions. The Broker-LO Agreement should include ALL payments of value, such as periodic bonuses, awards, services, trips, and/or prizes.

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ORION LENDING

BROKER COMPENSATION ELECTION FORM

STEP 1

The Lender Paid Compensation will be set at _____ % (0.50% through 2.75% in .125 increments) of the loan note amount PLUS a flat fee amount per loan as selected below:

STEP 2 – If Flat Fee is Not Indicated, Broker will Default to ZERO ($0.00).

Select Option for Additional Flat Fee Paid to Broker: ☐ **$0.00** ☐ **$500.00** **(Flat Fee is Not Avail if Comp Selection is ≥ 2.625%)**

STEP 3 – If Flat Fee is Not Indicated, Broker will Default to ZERO ($0.00).

Minimum Compensation: (Select One)	**Maximum Compensation** (Select One)	**No Minimum or Maximum**
☐ $0.00 ☐ $500.00 ☐ $1,000.00 ☐ $8,750.00 ☐ $10,000.00 ☐ $12,500.00 ☐ $15,000.00 ☐ $17,500.00 ☐ $20,000.00 ☐ _____	☐ $5,000.00 ☐ $6,000.00 ☐ $7,500.00 ☐ $8,750.00 ☐ $10,000.00 ☐ $12,500.00 ☐ $15,000.00 ☐ $20,000.00 ☐ _____	☐ No Min ☐ No Max

STEP 4

Broker Comp Change for: ☐ **Current Location Only** ☐ **Corp LPC**

3rd Party Processing Fee Cannot Exceed $1,500 (If Applicable)

In a Lender Paid Compensation transaction, the Broker compensation amount cannot vary per loan transaction. Orion Lending cannot pay the Broker any more or any less than the amount agreed upon in this Addendum. Under a Lender Paid Compensation transaction, Broker agrees that Broker cannot lower Broker's own compensation or offer credits towards third party closing costs that will result in lowering the Broker's compensation. **BY CHOOSING THE LENDER PAID COMPENSATION PLAN, BROKER MAY NOT RECEIVE ANY COMPENSATION FROM THE CONSUMER OR ANY OTHER PARTY, PERSON OR ENTITY TO THE TRANSACTION, OR OUTSIDE OF THE TRANSACTION. BROKER CERTIFIES THAT WHEN COMPENSATION IS PAID BY LENDER SUCH AMOUNT IS AND WILL BE BROKER'S SOLE SOURCE OF COMPENSATION.**

Changes to Lender Paid Compensation Plan. Both parties agree that changes or revisions to the Lender Paid Compensation Plan will be made as follows:

Frequency of Change. Orion Lending will permit changes to the following compensation plan every calendar quarter (Jan. 1, April 1, July 1, Oct. 1) utilizing this same form. Changed compensation applies the first business day of the calendar quarter. Orion Lending must receive the change ten (10) business days in advance of the new calendar quarter. Orion Lending holds the broker responsible to ensure proper lender-paid compensation for each loan submitted. Changed compensation takes effect for all loans that lock after the changed effective date. Orion Lending reserves the right to modify compensation plans according to the following non-exhaustive factors: loan quality, violations of state or federal law, delinquencies, or poor pull-through ratios.

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VA SPONSORSHIP/RENEWAL FORM

For Wholesale Brokers requesting approval to be a VA authorized agent for Orion Funding, or for Wholesale Brokers requesting renewal, please complete this form and submit it with a check for $100.00 made payable to the **Department of Veterans Affairs.**

Broker ID: (If Approved)	
Company Name:	
DBA: (If Applicable)	
Main Office Address:	
City, State, Zip:	
Broker Tax ID #:	
Broker of Record/Contact Name:	
Broker/Contact Email Address:	
Broker/Contact Telephone #:	
Fax Number:	
VA ID Number, if Previously Approved:	

Please make check payable to the **Department of Veterans Affairs**.

Send check and completed form to:

Orion Lending
Attention: Broker Administration
770 The City Drive, Suite 1100
Orange, CA 92868

***NOTE**:

- Broker must be licensed in any state in which originations will occur.
- Orion Lending must provide the Broker's information to the Department of Veterans Affairs for approval and issuance of a VA ID number.

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BUSINESS PURPOSE MORTGAGE BROKERAGE AGREEMENT ADDENDUM

This Agreement addendum is made as of the latest date shown below by the undersigned BROKER, (hereinafter referred to as "Broker") and AMERICAN FINANCIAL NETWORK, INC., DBA ORION LENDING (hereinafter referred to as "ORION LENDING"), a California corporation.

RECITALS
Whereas, Broker is in the business of marketing, originating, processing business and commercial purpose loans for approval on behalf of borrowers to be secured by real property; and being duly authorized and licensed, where required, by all applicable regulatory agencies to do so, does hereby submit to enter such a relationship with ORION LENDING.

ORION LENDING, being a fully licensed mortgage banking firm, and as such, is in the business of making such loans, in consideration of such a relationship wherein ORION LENDING may consider the acceptance of such loan applications, ORION LENDING requires the Broker to fully execute the following as a stipulation of agreement to enter such relationship.

NOW, THEREFORE, in consideration of the foregoing premises, and on the terms and conditions hereinafter set forth, is the agreement of the parties hereto.

I. GENERAL TERMS, to which the parties hereto do hereby agree:

A. Nothing contained in this Agreement or in connections with Broker's submission of any loan application package to ORION LENDING shall create or be deemed to create a partnership, joint venture, agency or employment relationship between Broker and ORION LENDING. Broker shall be exclusively responsible for all of its own costs and expenses in connection with Broker's business and loan processing. Broker represents and warrants that Broker is not in any way affiliated or connected with ORION LENDING, including any representation that Broker's office is an office or branch of ORION LENDING.

B. Broker agrees that this Agreement supersedes all previous business purpose agreements entered into between the parties hereto and the terms and condition hereof shall apply to and govern all loan brokerage transactions heretofore and hereafter conducted between Broker and ORION LENDING.

C. Broker will submit Applications for Programs limited to loans that are (i) secured by real property that is of a commercial and business purpose nature, and which is not at any point in time a residence of a borrower who is, either directly or indirectly, obligated for such loan, or the family of such borrower, (ii) an "exempt transaction", as intended and described in 12 CFR 1026.3(a), Reg, Z 226.3(a), and related appendices and official staff interpretations, (iii) not
considered a consumer or consumer purpose (e.g., personal, family or household) loan under Applicable Law (as defined below), (iv) complies with the Program requirements; (v) funded by Company, and (vi) Originated (as defined below) by Broker (the "Loans").

II. BROKER RESPONSIBILITIES shall include, at Broker's expense:

A. Broker shall not solicit or submit to ORION LENDING Applications for loans that do not meet the definition of "Commercial or Business Purpose loans". Loans other than those that fall under the "Commercial or Business purpose" definition are herein referred to as "Consumer Purpose Loans" and are not eligible under this agreement.

B. The information contained in any Loan package submitted by Broker shall be true and correct in all material respect, is free of fraud and misrepresentation, and shall not fail to disclose any fact or circumstance that might reasonably be material to ORION LENDING as part of its underwriting and or closing review.

C. In the event it is determined or otherwise learned that any material misstatement has been made by the Broker or Broker's agent and/or representative in connection with a Loan, or either knowingly aiding a Borrower to do the same, or, any misrepresentation or fraud exists in a Loan, whether before or after ORION LENDING acts on the submission of the Loan, Broker hereby acknowledges and agrees that ORION LENDING may report such instances to appropriate state or federal regulatory authorities or law enforcement agencies.

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VI. THIS AGREEMENT is the entire agreement between Broker and ORION LENDING with respect to the matters set forth herein and is in addition to the Orion Lending Broker Application. No additions or modifications to this Agreement shall be valid unless set forth in writing and signed by the parties to this Agreement.

A. All notices hereunder shall be in writing and shall be deemed to have been given, made, and received only upon delivery, postage prepaid, certified or registered, return receipt requested, at the respective addresses appearing below, or at such address as may be reported in accordance with this subparagraph one party to the other.

Broker Name: _____

Company NMLS#: _____

Broker Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

Orion Authorized Signer: _____ **Date:** _____

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STAR BROKER PORTAL LOGIN REQUESTS*

Full Name	Email	Phone	NMLS**	Role	Pipeline Access
				Select:	Select:
				Select:	Select:
				Select:	Select:
				Select:	Select:
				Select:	Select:
				Select:	Select:
				Select:	Select:
				Select:	Select:
				Select:	Select:
				Select:	Select:
				Select:	Select:
				Select:	Select:
				Select:	Select:
				Select:	Select:
				Select:	Select:
				Select:	Select:
				Select:	Select:
				Select:	Select:
				Select:	Select:
				Select:	Select:
				Select:	Select:
				Select:	Select:
				Select:	Select:
				Select:	Select:

***Orion Lending will also accept a list in xlsx, xls, or csv format.**
****NMLS number required for Loan Officers.**

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APPROVED CREDIT PROVIDERS

Please use the following form to select all currently approved credit providers.

- ☐ ACCUDATA CREDIT SYSTEMS, LLC
- ☐ ACCURATE FINANCIAL SERVICES
- ☐ ACRANET (031)
- ☐ ACRANET CARS BRANCH
- ☐ ACRANET CBJ
- ☐ ACRANET CDS BRANCH
- ☐ ACRANET CHOICE DATA
- ☐ ACRANET DYNAMIC INFORMATION SERVICES BRANCH
- ☐ ACRANET FORT WALTON BEACH BRANCH
- ☐ ACRANET FREDERICKSBURG BRANCH
- ☐ ACRANET GLOBAL M.R.C.
- ☐ ACRANET HEARTLAND CREDIT SERVICES
- ☐ ACRANET SPOKANE BRANCH
- ☐ ADVANTAGE CREDIT, INC.
- ☐ ADVANTAGE PLUS
- ☐ ALLIANCE 2020
- ☐ AMERICAN MORTGAGE REPORTS (113)
- ☐ AMERICAN REPORTING COMPANY
- ☐ AMERICAN REPORTING COMPANY (139)
- ☐ AVANTUS
- ☐ BIRCHWOOD CREDIT SERVICES
- ☐ CBF BUSINESS SOLUTIONS
- ☐ CERTIFIED CREDIT REPORTING (MCL)
- ☐ CHOICEDATA (185)
- ☐ CIC MORTGAGE CREDIT
- ☐ CIS INFORMATION SERVICES
- ☐ CISCO CREDIT
- ☐ CLEAR CHOICE CREDIT
- ☐ COCC
- ☐ CREDCO (001)
- ☐ CREDCO (DIRECT)
- ☐ CREDIT BUREAU OF SAN LUIS OBISPO (191)
- ☐ CREDIT BUREAU SERVICES
- ☐ CREDIT INFORMATION RESEARCH (055)
- ☐ CREDIT INFORMATION SYSTEMS
- ☐ CREDIT LINK
- ☐ CREDIT PLUS
- ☐ CREDIT QUICK SERVICES
- ☐ CREDIT SYSTEMS DESIGN
- ☐ CREDIT TECHNOLOGIES, INC. (MI)
- ☐ CREDIT TECHNOLOGIES, INC. (MI) (287)
- ☐ CREDIT TECHNOLOGY, INC. (CA)
- ☐ CSC MORTGAGE SERVICES
- ☐ DATA FACTS, INC. (MCL)
- ☐ DATA FACTS, INC. (SHARPERLENDING)
- ☐ DATAQUICK/SL (005)
- ☐ DCI CREDIT SERVICES
- ☐ EQUIDATA
- ☐ EQUIDATA (265)
- ☐ EQUIFAX MORTGAGE SOLUTIONS
- ☐ EQUIFAX MORTGAGE SOLUTIONS (004)
- ☐ EXPRESS MORTGAGE CREDIT SERVICE (089)
- ☐ FACTUAL DATA (052)
- ☐ FACTUAL DATA (DIRECT)
- ☐ FACTUAL DATA BY CBC
- ☐ FEDCOMP
- ☐ FIRST MERIDIAN CREDIT SERVICES
- ☐ FISERV CREDSTAR
- ☐ FNMA CRA TEST (200)
- ☐ FUNDING SUITE
- ☐ INFO1/LANDAMERICA CREDIT SERVICES (018)
- ☐ INFORMATION SEARCHING COMPANY
- ☐ INFORMATIVE RESEARCH
- ☐ INFORMATIVE RESEARCH (002)
- ☐ KCB Credit LLC
- ☐ LANDAMERICA CREDIT SERVICES LSSI (150)
- ☐ LANDAMERICA CREDIT SERVICES MCS (069)
- ☐ MCR OF AMERICA (223)
- ☐ MERCHANTS CREDIT BUREAU
- ☐ MERCHANTS CREDIT BUREAU (SAVANNA)
- ☐ MERCHANTS INFORMATION SOLUTIONS (048)
- ☐ MFI CREDIT SOLUTIONS
- ☐ MIS/MISOURCE (072)
- ☐ MORTGAGE CREDIT LINK (Meridianlink - 281)
- ☐ MORTGAGE FAX (SL)
- ☐ MORTGAGE REPORTING SPECIALISTS (111)
- ☐ NATIONAL CREDIT CHECK (034)
- ☐ NCO CREDIT SERVICES
- ☐ NETWORK CREDIT SERVICES (sarma)
- ☐ NMR E-MERGE (046)
- ☐ ONE SOURCE CREDIT REPORTING, LLC
- ☐ ONLINE INFORMATION SERVICES
- ☐ ONLINE MORTGAGE REPORTS (204)
- ☐ PARTNERS CREDIT & VERIFICATION SOLUTIONS
- ☐ PARTNERS CREDIT & VERIFICATION SOLUTIONS (251)
- ☐ PLATINUM CREDIT SERVICES (258)
- ☐ PREMIUM CREDIT BUREAU
- ☐ PREMIUM CREDIT BUREAU DATA
- ☐ PYRAMID CREDIT SERVICES (030)
- ☐ RAPID CREDIT REPORTS
- ☐ RAPID CREDIT REPORTS (073)
- ☐ SARMA (MCL) - 302
- ☐ SARMA (SL) - 43
- ☐ SERVICE 1ST INFORMATION SYSTEMS
- ☐ SETTLEMENT ONE
- ☐ SETTLEMENT ONE (290)
- ☐ SETTLEMENTONE CREDIT CORP.
- ☐ SHARPERLENDING (282)
- ☐ STRATEGIC INFORMATION RESOURCES, INC. (SIR)
- ☐ TAZWORKS
- ☐ THE CREDIT NETWORK / KFD (020)
- ☐ TOTAL CREDIT SERVICES (225)
- ☐ TRANS UNION PUERTO RICO (270)
- ☐ UNITED ONE RESOURCES
- ☐ UNIVERSAL CREDIT SERVICES (UCS)
- ☐ OTHER

If Other, Please List Here

EQUAL HOUSING OPPORTUNITY

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Select One

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ 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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	**Signature of U.S. person** ►	**Date** ►

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

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

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 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 instructions for Part II for details),

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

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

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

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

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

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

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

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

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.